

March SWC Bargaining Notes

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CU Bargaining Team

DD - Dan Driscoll

DJ - Dan Johns

LM - Linda

IG - Idina Gorman

SWC Bargaining Team

JP

JH

AX

AG

FT

DF

VO

CO

Start of Session - 1:05

FT: Staff mentioned that if we can supply a diagram before, we can make sure it's set up probably.

A: We prepared a diagram and we're happy to send that to you.

M: We've been emailing them the setup

FT: They must've not gotten them this time

AG: I'm going to talk briefly about the agenda for today. If you have any counterproposals that's very welcome. We have presentations about our AI and Academic freedom articles which you should have. We have some questions about NDH. If you have any other proposals please let us know. And we can figure out when to caucus.

DD: Will we have an opportunity to talk about grievance and arbitration

AG: If you have a counterproposal then yes. We will have to take it into caucus

DD: We had shared the last time for your consideration, so it would be great if you could

AG: We mostly have a lot of questions for you on our NDH proposal so if we have time, we can get to it

AG: It's important to us to start meeting more now that you have all of our proposals. We could meet this Friday.

DD: We are willing to meet more regularly. I am not available on Friday. If you can share your availability. There is an ongoing concern about space. Very difficult to find space in this building. We are hoping other dates become available. We will grab whatever dates we can:

FT: We would be open to having a conversation regarding meetings in smaller rooms in this building where there might be more scheduling availability. We would like to be meeting more consistently. Your team has expressed wanting to move forward in negotiations and we are trying to be as accommodating as possible and we don't think the 2 week cadence is appropriate. If you want to see if there is availability for other rooms in this building even if they don't have quite the same capacity.

DD: remember the reason we are in these rooms is because you requested a large number of observers. If you are saying there would be a restriction on people in the room, then we can look at other rooms. If you are able to limit the number of observers, then we can look at other rooms

FT: We're not committing to limiting the number of observers, we just want to get as many meetings on the books as possible in rooms in this buildings which is a mutually agreeable location and if there is a situation where there is overflow, but we want to make sure we are consistently meeting in this space and other rooms that are available

DD: that becomes logistically problematic. If we find a place with 20 people and 40 show up we have to stick to the fire code. What I'm saying is, you have to talk about it with your own caucus but if you are ok with the restrictions of the fire code then we can look at options

JT: Any proposal that you come to us with we will happily look at is and we will take that back to our unit, would shortening the sessions free up availability at all?

DD: It may

JT: If we are meeting more frequently it's conceivable that an hour and a half or two hour session might free up space in one of these spaces here.

dd: possibly

JT: I dont think there's any reason to have a room for half the day

DD: Well think about the smaller rooms, you say whatever proposal we make, why would we spend time booking rooms if there's an issue in terms of how many people can go?

JH: the robing room can fit both of our committees. If you look at that room, I don't know what the max capacity is. If you say, we can book that room x times per week and that would allow for y observers

DD: Ok alright I understand

Artificial Intelligence

AG: Yeah that's all we will follow up with you and ask about agreeable rooms. Wonderful so let's jump into our AI article.

DF: [[full opening statement linked here](#)] You received the text a little while ago. I'll start with a presentation then we'll have testimony. AI is no longer experimental, it is embedded in teaching and research. We need shared expectations about how these tools are used. This statement supports the importance of AI to our unit. In the spirit of moving towards shared expectations and moving towards it in our contract, I am happy to present the reasoning behind our article. Our members want to ensure we have a say over how these tools are being used and that we are able to not use them if we want. We are experts. We have specialized expertise in our subjects and we are the ones who can make the best decisions about what tools we use to do our jobs. We wish to use AI tools when we want to and want to be able to decline to use them when we want. We also want to make sure that our tasks will not be replaced by AI tools. We also want to protect our personal data. This article acknowledges the importance of AI to Columbia. We want to build on that by having a contract which is specific to the needs of student workers. We want a set of rules of AI access. We reserve the right to use it or not use when we wish to in conversation with our coworkers and faculty. If we are not experts, why does Columbia demand R1 status, why do they demand

so much money from its students. This would be a disservice to our students and faculty. Finally ML based tech are at the center of several high-profile lawsuits about theft and intellectual property. We understand that Columbia's office of general counsel... theft of ... Anthropic just settled a copyright infringement for 15 million dollars. We state our work shall not be used to train ML tools without our permission. If they have already done so, you must stop immediately At this time we'd like to invite testimony from one of our members in attendance

[\[Bex testimony\]](#)

[CU mostly listening and looking at Bex, some taking notes, shock at statement about simple geometry anecdote]

DF: Thank you Bex. I think that testimony shows how coming to an agreement is mutually desirable. We are happy to hear any questions you may have.

DJ: I have a few questions. Section 1D says AI shall not . That's a permissive subject.

DF: You have our response on the framework agreement Dan and if you don't want to respond on that issue that is your right.

DJ: These are clear management rights issues. No proposal from the union to update the existing management rights clause

DF:I'm not looking at the existing management rights clause right now but I think bringing questions on AI is completely reasonable.

DJ: Section 3...this is an illegal subject of bargaining... under the NLRA

DF: If this is not mutually agreeable to the university you are welcome to strike it in a counteroffer.

DJ: Section 3. this is an illegal subject under section 80 of the .. Our feeling is that you are able to strike this in a counter if you would like

DJ: Section 4. Do you believe we have an obligation to barter over ...

DF: Again this was an issue that we thought would be mutually agreeable just last week Dan you were complaining about labor arbitrators ... international students can conduct their work remotely. Hard to square the circle between your statements this week and last week, if this is mutually agreeable then you can provide a counteroffer.

DJ: You thought section 4 would be mutually agreeable. That we would pay for auditors.

DF: Is your concern cost-sharing?

DJ: Our concern goes far beyond cost-sharing

DD: Did you share these concerns with your chair, with your dean, with the student council. These are shared concerns but these are not appropriate for a collective bargaining agreement. These are community wide matters

DF: Dan sorry to interrupt we are not making any proposals about student's use of AI

DD: If you continue to disavow the framework agreement then you will continue to suggest proposal which should not be a part of a CBA but should be part of a community-wide agreement

DF: I would just like to be very clear we are not trying to regulate the totality of AI use at Columbia university, we are trying to regulate how our bargaining unit interacts with AI.

DJ: Section 4 says the university will pay for auditors

DF: And it is very specific and we are interested specifically in how AI use is interfaced with our bargaining unit. We are happy to reach a counter.

DJ: 4a goes contrary to what you just said which is the way to regulate the use of AI across the university.

DF: If you read on to 4b

DJ: 4b doesn't limit 4a.

DF: that you will inform in writing any student ... it is entirely clear that this is about the bargaining unit. This is a consistent problem, we come in to this problem with a good faith proposal, you can engage with me or not, but this is the problem we are having in bargaining is your team's refusal to engage

DJ: the problem is your insistence on engaging on academic issues or the duty to bargain. This is riddled with permissive subject and has an illegal provision that you are not allowed to bargain over. Do you regard this as illegal?

DF: We are allowed to propose permissive subjects. If you would like to see it struck we can engage with that.

FT: Are you claiming that section 1d is permissive or outside the scope of contract negotiations?

DJ: I would say both

FT: It says AI shall not replace contact hours for course credit. This is saying AI is not replacing my work. This is clear a labor issue. Just because it says student doesn't mean it is a student issue

DJ: What the university decides is a ... is an academic issue.

FT: How is this not a labor issue?

DJ: I think it goes far beyond that.

DJ: there are other provisions that explicitly state that

DF: We're telling you what the intent is, you can go with what we say, we can work through language changes, if you feel uncomfortable with specific language we invite you to edit that language we are willing to work with you to a solution.

DJ: I am going with what it says on the page. What you said earlier is that we are not willing to engage. We are very willing to engage on mandatory subjects. We are trying to tell you we are not interested in engaging with permissive subjects

DF: So your position is that you are not interested in engaging anything about this article?

DJ: did not say that.

DD: to be clear, Bex raised issues to the university, to engineering, we want to be engaged in this on a community wide basis. By you characterizing this as us versus them, that deludes what is happening, we should be talking across the community and if SWC wants to be engaged in those conversations across the community, maybe the right way is through the student council, through SEAS, drafting something to the dean, maybe the right way is drafting a issue paper. Just bc we don't think its appropriate for a CBA doesn't mean we don't care about them

DF: I think that is a pretty profound mischaracterization of what our position has been at this table.

AG: We are not trying to make it us vs them. The university can have these discussions with the entire community but there are also things that clearly affect labor. You can do both things. You are welcome to have community wide discussions. That is not the subject of this session.

DD: I mean it is though, remember in the framework agreement if you look at the management and academic rights clause it clearly outlines the appropriate bargaining and what should be in a collective bargaining agreement and the union's acceptance of those responsibilities if you just ignore those clauses

then that creates a roadblock if you will. I'm saying this conversation should continue with the appropriate bodies and from Bex and others, not in collective bargaining.

DF: returning to what I was asking DJ before before DD took it away (DD: [side glance]), is the uni's position that everything is permissive in this article. If that is not your position, we would like you to engage with us. We are obviously not interested in putting illegal provisions in this contract, we will consult with our lawyers about that

JP: I am also in SEAS I've certainly seen AI use and I understand your concerns about where this fall under labor contract versus otherwise but I think there's someone else here who is also from SEAS, Mr. Driscoll, there is a Dean here, Dean Mac (?) have you heard things, how do you feel this ties into the labor aspect in what we are requesting in this article?

JM: I do see the use of AI, in teaching and research. This is a larger conversation though that go beyond the bargaining conversations. I did hear Bex's points about student performance that are not just stemming from AI but also from covid. I think it is an instructional matter that we can all work together on.

DF: Thanks Dean Mak I appreciate that and just want to be very clear we are not trying to control a larger conversation on campus, if the university has concerns about specific language we would really appreciate you redline our article, sincerely. We believe we can reach a mutually agreeable solution on this issue.

FT: Dean ?? I appreciated your thoughts. You said this is an instructional matter and we are instructors. A lot of the labor that our membership and unit to are instructional labor. The conditions in the classroom are issues of our work. Let's return to section 1D which as I laid out is clearly a labor issue. Would a rephrasing of saying "AI shall not on its own provide course credit hours for hours that have traditionally been taught by student workers." Would this more specific language about student workers be agreeable? This is clearly a labor issue. Also using this as an example of how we can try to find places where we can align.

RH: I have a question in section 2d, I have thoughts on 1d, but on 2d, which is 'student employees may not allow ...to assist in teaching or research labor' so this would allow a student in a history class, a TA who gets a pile of term papers to put all of those in ChatGPT and say grade them for me? Assess them and then grade them?

DF: I don't believe that's the intent. If AI is part of the process of grading, that is a decision that TAs and instructors would make collaboratively. We are trying to address issues where a class would normally have 2 TAs and now it has 1 TA and a chatbot

FT: I can share my personal feelings about this and there is a class called Writing AI, we want to make sure we are not putting something in the contract that stops when we have to AI

RH: Fair ok when the student employee is replacing the labor they are supposed to be doing with a chatbot

DF: That is not our intent, not our desire.

DD:

DF: We are sincerely open to a counter

DJ: I have a couple questions about 40.

DF: I think Frankie had a couple of questions about ??

FT: the uni is going full throttle on AI tools. If the uni wants to ban AI tools, we can talk about that but it doesn't seem like what you want. Would like to hear your response to 1D

DJ: I still think 1d is problematic the way you recast it it is slightly better

FT: we can work with slightly better

DJ: from the standpoint of making it less permissive. But its still not something that is workable in a contract. What is and is not course credit is a core academic right of the university.

FT: If we are bringing back specific language back from our caucus and we provided that ... you're saying you still would not engage or counter?

DJ: Never said we would not engage or counter. As written, this is a completely unworkable proposal. It is tbh very hard to counter but I have not said we would not do so.

FT: We would like to hear your concerns to the most specific extent possible, i was using 1d as a place where we can move forward, we can work on the next iteration of language and hope to have a back and forth.

RH: On section 1d, As you are thinking about your suggestion and the next place you would go. I took Japanese at Columbia. There were two different formats for a language class drill. Sometimes we went to dodge and talked into a tape recorder and listen and repeat. Or people would come from TC and we would have sessions with the (student instructor?). I have to imagine tech has evolved over time. But even then there were two different modes for instruction. AI could listen and critique at some point. That doesn't mean someone would be out of a job.

FT: Well I think that's why course credit hours is being specifically targeted here. Because then a student instructor can manage the course hours ... what that provision specifically addresses is that AI cannot basically give university credit for a course that has not been taught by a student instructor previously (?)

DF: there is a reason that the article is not written to preempt any and all use of AI in teaching. AI is a part of the teaching and the world in many departments. We are seeking to prevent job less as a result of AI use. In your scenario of TA and Ai support system...

RH: Well I'm just saying that with multiple courses it was with a human who did the drilling but the same kind of introductory... this wasn't advanced japanese...it happened to be a TA some semesters other times it was a tape recorder.

FT: but the tape recorder wasn't giving course credit

RH: But it was a mandatory thing we had to go to, the instructor was separate from the hours in the drill section and the hours with the delightful tape recorder. Even then...

FT: when I'm taking a seminar class, a certain amount of hours correspond to a certain number of credits.

RH: My point is that even 30 years ago there were the same instruction was being delivered with a human and with technology, as much as one calls a tape recorder technology.

DF: Heard. Tech is part of the classroom. Our argument is that to the extent that our jobs intersect with technology, we are seeking some decision making and control over the way we use these tools in our jobs

RH: Mhm, thank you

JH: I just wanted to circle back to ... DJ on the key provisions about this article, a number of things you flagged that are permissive, but I think the key things that we are concerned about is the replacement of labor and co-determination in how this technology is used in the classroom. Are those things that the university disagrees with?

DJ: I would say disagrees with is not the right way to put it. A lot of what you proposed is understandable but cuts against the intent of the management rights clause which is a core issue for us –determining how classes are taught. We do think it is problematic from that standpoint

JH: Well would the university tell faculty how they are allowed to teach in the classroom?

DJ: Are you suggesting a TA is faculty?

JH: No no... when you are suggesting this is a management rights issue, why wouldn't the university be able to tell student instructors how to teach in their classroom?

DJ: Are you suggesting that an IoR could not tell you “don’t use AI”? This proposal would prevent an IoR from giving that direction

JH: We’re not proposing that a student worker no longer has a supervisor....

DF: We want to be able to push back if the IoR says “you must use AI”

DJ: 2d, no, says you will have the right to do this regardless of what the instructor says

DF: we would be open to a counter on that language

LM: James could you repeat what you said ... juxtaposing whether the university has the right to ... we are saying that the university could create a committee that can come up with policies that apply to the university...faculty included, I think. Just like our policies on research integrity and intellectual property, there’s not a difference there.

AG: on management rights question. Want to point you to the actual text of the article which says university will retain management rights unless otherwise specified in our article

DJ: We very much understand that and that is the nature of our objection.

AG: Which makes this not a real objection, you’re just saying you disagree with... we don’t get into the whole Management rights... it doesn’t go against the management rights

DJ: I think it does

FT: Why is AI different? My opinion is that the hype around AI is ridiculous. AI is not a tape recorder though. What AI does is that it coalesces info and does a mirroring and repeat thing. It takes knowledge and tries to reflect it back. Don’t need to get into a debate about AI ethics. Fantasy is that AI can teach a class, no one is imagining that a tape recorder can teach a class. So it is a different kind of threat that warrants a different approach than has been done with other tech in the past

DF: Any other questions from your side? If not we would really look forward to a counter.

DJ: No questions from me.

DF: Well thank you DJ I appreciate that you are not refusing to counter.

Academic Freedom discussion

AG: Let’s move to academic freedom

JH: I’ll be discussing the AF article, I’ll give you all a moment to get that ready. So our AF article is intended to protect our workers against retaliation by the university or faculty. As instructors we closely interact with students in a number of environments. In office hours we not only provide personalized teaching, but also difficulties....Due to our unique relationship with students, faculty rely on us to see how students have been affected by current events. We hope the uni agrees on the importance of our contributions to the academic community. Briefly, walking through this article. Section 2a defines academic freedom. Section 2b further defines the nature of professional discretion. Section 2c ensures workers and labs are able to openly express their opinion. Section 4 provides our workers with ownership of the content they create in carrying out their duties. While we appreciate the public commitments Columbia has made to academic freedom.This is an issue that is fundamental to our working conditions. We hope that if the university is serious, that they would not object.

DJ: I do have some questions. The second part of 2a at the bottom, section 1 talks about rights fo student employees but clearly we are just talking about exercise of first amendment rights outside of the workplace?

JH: What sentence are you referring to exactly

DJ: “[...]” clearly that goes far beyond the workplace and that is a student issue and putting a provision in here again that is against the framework agreement and I’m not sure how there can be an argument otherwise.

JH: You are saying it falls under the first amendment?

DJ: It appears to be saying that it...goes beyond employment discipline it applies to student discipline and it applies to student issues and not employment issues.

JH: within the context of this article it says [...]

DJ: No it’s to address the larger columbia community

DF: is your concern the word institutional

DJ: I have many concerns but that is one of them

DF: Is your concern that institutional is broader than....

DJ: It is but I think the first part is broader as well. It’s getting at student issues

DF: So you would not think it is an employment issue if an employee were fired for something they tweeted

DJ: I don’t think that’s what it gets at

DF: I think it certainly does

DJ: I think it says no one would be subjected to institutional...which I read as student discipline.

DF: so institutional discipline is your concern

DJ: I have many concerns ... I don’t think it’s a mandatory subject of bargaining and violates the FA as well. Far beyond what should be in a contract.

FT: Is Columbia University a public university? No it is a private university [...]

DJ: I never said your first amendment rights already cover this. I said what is trying to do is say “we have first amendment rights and if we exercise them we should not be subject to discipline from Columbia.

JH: So if we narrowed this and provided language to ‘fired’ would that address your concerns?

DJ: It would address some of them, I’d have to look at it in context, you already have provisions in the bargaining contract... if you were terminated for exercising your 1st amendment rights... it is true technically speaking that this isn’t really a 1st amendment issue because this is a private university

FT: you articulated why we are giving this article .we would like freedom of speech as described in the first amendment in the workplace.

DJ: let me just go above that to the ‘freedom to conduct research of their choice’, if someone is directed by a PI in their lab, does this say they don’t have to do that?

JH: no absolutely not. No intention in this provision to replace supervisors or replace hierarchy which currently exists. If a supervisor were to express guidelines for teaching, we would be required to work within those guidelines.

DJ: What would it mean to have reasonable latitude in judgment...I can’t read that except that you are chipping at the supervisor's ability to ...

JH: Faculty don’t sit us down and say this is exactly how you will teach the course. Usually there is a meeting and we are allowed to exercise latitude. We are just trying to confirm that right here.

DJ: I appreciate that explanation but I think it goes beyond that but I appreciate that explanation.

JH: If you think that language is concerning to you, we welcome a counter.

DD: we don’t know what your intentions are. Most likely in 2-3 years time you won’t be party to a dispute about this or at the table. That’s why it is so important that the intention is clear in your articles. At an institution like ours, there are many different considerations on academic freedom, provost

is putting groups together. I'm not sure what the problem is you're trying to solve, has there been situations where someone has been so clearly afoul from the syllabus where that has led to discriminatory action ... which led to disciplinary action?

JH: there are occasions where student workers have been subject to disciplinary action when they have not run afoul of disciplinary action.

DD: They've been replaced?

FT: what is the problem we are trying to solve? For instance, talking about Palestine in the classroom.

DJ: So if the university or IOR were to say ... would this provision override?

FT: we are saying if there are topics that are on the table for what the course is about, the TA or IoR cannot be punished for discussing those topics

DJ: But what if the IOR were given direction that they don't want a subject discussed in a classroom, would that allow a TA to override?

FT: There is a difference between the university is firing you and I am having a conversation with my supervisor. If I run afoul of that then I would have a conversation that I am a TA and I am being trained to be an instructor and I would get feedback from that instructor....technically I didn't do the thing that she asked me to but that doesn't mean .. we are negotiating a labor contract that is what are the things that could get you fired?

What we are trying to say is that if a faculty says don't talk about this politically charged topic in the classroom for whatever reason and that TA does that, there is a difference between having a codified labor protection that you can't be fired for that and a reprimand from the supervisor

DJ: ok so then I understand what you are saying is that if a faculty member gave a specific direction that a TA shall not teach or address a particular subject and that violating this provision prevents them from being disciplined?

FT: Not disciplined through formal disciplinary action

DJ: So this would prevent that?

FT: that is the point, which does not mean that people are expected to run amok and do whatever they want in the classroom

DJ: they could not be held accountable,

FT: it means you can't be fired for exercising freedom of speech

RH: Let's say you are teaching a class on the Civil War, and a TA says "the slaves were happy". And instructor says "stop it". And TA does it again on day 2. But the way that this still says that is his academic freedom to say that, and so therefore still wouldn't be subject to institutional discipline? So maybe the first one is the warning but the persistence of it, the way this is written doesn't allow.... people feel strongly about their political views and want to press a point and that's their right to believe strongly of course!

JH: We have done our best to structure this around professional competency.

RH: That's not exactly how it is written. Appreciate that that is your intent. But this would have protections for racism, sexism, etc

Conlan: the language here is intended to address this in 2a and in 2b, there are guardrails here that clearly entails a violation of professional responsibility

RH: I find "violation of a professional responsibility" to be a tricky concept. Someone might feel strongly about vaccines and autism, for example

JH: clearly you are bringing an extreme example but I can come up with a concrete example. Last week I was teaching a section, it was on the history of American communism, and a student of mine found that

objectionable, and they wanted to have a conversation with me, completely reasonable and I was happy they wanted to do that. During the convo, they brought up that stalingrad had not happened, it was propaganda, it wasn't a historical event, so it turned into a discussion about history and lightly correcting them but there are all sorts of views and beliefs and we are hoping that this article allows for difficult conversations like that to happen and I could not be subjected to discipline if that student reached out to my supervisor instead or filed a harassment complaint against me.

Rh: If it was the reverse, what are we to do?

JH: that would be outside of professional competency.

DJ: you say it does not cover...so im a lawyer, but we have a code of professional responsibility...what are you referencing when you say professional responsibility? Is there a code, something published?

JH: we would be happy to narrow that down.

DJ: you've written it, its just a question, is it something specific or an amorphous concept?

DF: A good example is codes of research ethics that exist. In some of what we are talking about we are talking about pedagogical ethics. You should be able to defend your position.

DJ: ok im not taking any position, im just asking what did you mean? so the only thing, the only defining principle is if you couldnt defend what you talked about? Because Dan's point is a good point.

DF: A good place to look to is the AAUP's statement on academic freedom

DJ: are they a union?

DF: they are not on this campus

DJ: I just want to know what the proposal is referencing.

DF: all the information I have, I can confidently tell you that people were looking to the AAUP as the article was being drafted.

JP: One thing we should keep in mind. I will share an actual story and apologies if I get some details wrong. This conversation has been about opinions. It would be absolutely awful to be a Holocaust denier. But we could point to specific evidence. The thing that got someone terminated a while ago is that there was a lab TA and were writing up their TA. This lab would bring up examples from history to talk about. In this case the TA made references to Palestinian astronomers in their lab assignment for the week. This caused a big kerfuffle in astronomy that as far as I'm aware led to discipline, can't remember if academic or workplace. Just the mention of astronomers from a particular ethnic group led to the TA getting in trouble. A good example right now is ... say that person were still around and had opinions about the current situation in Iran. It would be fair for that student to talk about Iranian astronomers. Then could have a student that is very against the Iranian regime and finds that to be a personal offense. We want to protect against discipline in those situations. That is our intention with this article

FT: I would like to chime in that like in practice what this looks like is this contract it sets the terms about what is agreeable or not, and the union is not interested in defending a student worker who was making outright racist claims or engaging in holocaust denial, we are probably more justice oriented to your liking, so in a reality practical sense that is not why we are fighting for this article. We are talking about complicated conversations about the bounds of free speech in society, cultural discourse in the US for the last ten years, a long time ago when I was an undergrad, being at protests that said we should have XYZ speaker on campus because they said some heinous thing... the politics of acceptable free speech or not is also litigated outside the classroom...even like three years ago it would have been much more unacceptable to say something transphobic than it is now... and this is not an abstract example, I have other gender queer and trans colleagues taht had to deal with this in the classroom, ... I think that the place that we have come to is that and why we are bringing these protections is we believe legal

protections in speech in our workplace ... that doesn't mean this is uncomplicated but what we have seen in the last few years is the university abuse speech in our workplace, that is why we are firmly saying that we want these legal protections, and for that to be the basis through which we understand acceptable speech. and we say that as obviously a union that is very committed to equality and justice and doesn't tolerate holocaust denial and we feel firm that the best way to navigate these issues is you can't be fired for political speech .. current climate.

CO: To take us back to the issue at hand. We are not trying to make moral judgement calls whether they are clear or ambiguous. This article as written is .. entails applications of professional responsibility.

Professional responsibility as a student worker certainly entails following responsibilities... If the language around professional responsibility has issues that you would like to counter, please do so

DD: to appreciate some of the things that have been said, it is so important when you are trying to topics like this, proposals that are shared they mean what you intend them to mean and there is something that can be looked at as a guidepost, ive heard a lot of different things that academic freedom would be governed by this and this and scope of past practice...what is that? if we fastfowrad in a few years you might not be here I might not, an arbitrator is looking at this? It is so important that this means what it should mean. That's why when I talk about these are university wide issues, I know there are committees set up, I know there is the senate where these issues are being discussed. That's the correct place for it to be brought up. I'm not familiar with any student employee who was terminated for that reference so maybe it was an academic issue...to understand it from our perspective, it should be our pov on both sides of the table and i fully understand that your aim and advocacy is that people aren't unfairly treated, i get that, i dont see that happening at columbia uni and you should be part of the conversation and it should be a larger conversation

CO: i agree this is a community wide issue. NDH also a university wide issue AND we still have an NDH article in our contract. That's all we are trying to do here. We are presenting an article that provides guide rails for protections student workers have

DD: when you mention NDH, when you go back to the initial discussions.. into the CBA, we understood jointly that this is a university wide policy and issue and what we did is we took the university wide community policy and embedded it in the CBA but understood it was going to change as state, federal, local law changes as well, provided other areas are discriminatory conduct and those were embedded into the policy as time went on in the past few years, the policy didn't just stand still it was modified over time to reflect changes in local and federal laws and that's why you have to be careful in codifying something in a CBA, it has to change as protections are enhanced and other areas of potential discriminatory conduct are identified. that is how we approach it and i hope taht you would understand that in relation to NDH but also in terms of AF discussions

CO: we are open to trying to other bodies working of AF but we look forward to that proposal

DD: would you want to be part of those conversations? other bodies that are having those conversations about AF? reps from your group meeting with folks from other groups ...by the provost...

CO: we can discuss that but that's not what we are talking about today

SP: its true that AF is a community wide issue it is also true that we are academic workers and that AF has valence to the way that we work, this is a working conditions issue, i appreciate what you said about NDH, allowing space to breathe, I don't think we are envisioning something different for AF. AF was developed concepti=ually here at Columbia ~70 years ago and there has been a lot of consistency on that point. This is a working conditions issue. We are open to all sorts of engagement but none of that excuses the necessity of having this in our contract as well

AG: with that i want to ask the university if you have any counters to our proposals, we're going to take a caucus before we come with a counter on grievance, NDH, and...do you have anything for us?

DJ: We do

[Linda gets up and hands us counters on ...training, benefits]

DD: did you want to caucus now?

AG: yes once you give us all your counters, benefits

FT: is this the only counter you have for us to day?

DD: no

DD: I'll just briefly explain, we have a counter on benefits and training, bolded against the existing contract. On the benefits side we have added language for reallocation of the funds at the end of the cycle so to speak between the two different funds, directly responsive to one of the union's concerns. on training we have made a proposal with respect to training that we would meet once per semester, .. which i think this is responsive with the union wanting a voice wrt to some of those issues.

AG: we just want to ask the uni, standard red-lining procedure

DD: did you red-line your proposals?

FT: As we get closer to one another, we would like to start doing the same things. We are both countering against one another

DD: from our standpoint the existing contract is the important source document, we have been clear but you guys have not been consistent with what you have done.

FT: We would like to move to a place where we are countering each other's proposals.

AG: ok we can caucus at that, should we take 30 minutes, come back at 3:06? Should we ask you over email?

Caucus (2:36pm)

- Approved passing certain revisions to the grievance article, 17 yeses, 0 noes

Back from Caucus: 3:33pm

dean ??: on the topic of AI just wanted to share some information at the university level that we would welcome all of your engagement, there are 3 groups on the campus that are engaging in AI actively, 1) you might be familiar with the center for TL their big push is looking at the intersection of AI and learning, the CTL is at the forefront, they welcome students and faculty, 2) there's a provost working group, the university faculty, senate, and students, as well as 3) columbia AI working group that is looking at the multidisciplinary aspect of AI. I'm also personally excited that the engineering school has launched 2 programs, one is a minor in AI for undergrads, and a recently approved by NS state a MS in AI, which is the first interdisciplinary degree on campus where while it is housed in engineering we have welcomed a number of schools to join the degree program to offer various concentrations like AI in development, AI in public health, and we welcome you to engage.

DF: great thanks. vice versa, we would love to invite those groups to our future bargaining sessions on AI

DJ: dylan i did have one other thing to address

DF: sure... Our position is that's great but does not take away from the importance of the AI article

DJ: we had a lot of discussion about aF and the issue of ‘institutional discipline’, and one of the things i said , you had said that is too broad and gets beyond employment discipline so give us a counter but when i went back and generally as i said the discipline and discharge has a just cause provision which would apply to any of this..but what troubles me is that I went back to our discipline and discharge article.. the union has deleted the following provision in D&D....”.... academic milestones, quality of research and teaching..shall be at the university’s sole discretion” you have deleted that, the union clearly has advanced an agenda to put within the grievance process, given you deleted ...

So it’s hard for us to interpret your proposal in D&D in conjunction with the academic freedom article

VO: I can respond to this. We do want to focus on NDH today and some of that will address your concerns. We have lots of examples of those kinds of decisions affecting our employment conditions.

DJ: but before we do, this was part of the agenda, is it the union’s position that decisions about ...

DF: my understanding is that the union deleted...

DJ: the union has deleted that clause in the D&D article.

DF: we deleted it because of redundancy, Dan i understand the value of going through the language carefully ..

LM: i dont think you shared your intent last time because you dropped 6 articles last session

DF: perhaps misremembering but we have lots to get through on NDH so let’s focus on that

DJ: all im saying is we have to ... you can say well forget about what the language says just go with what I’m saying and this and that’s not how this works

DF: I’m saying you should take what we say at the table about our intent seriously

AG: we can talk about this in a later session, but let’s move on to NDH.

NDH

VO: this is a counter proposal on ...27th, we dont have a counter with you on this yet, we havent had a chance to engage substantively on that article and talk about key elements of that proposal, we noticed you struck out key elements of what we proposed, including improving access to arbitration, disability protections... we just want the opportunity to make a strong case for this as to why they belong in a CBA. Notably I just want to say that we are not in a position to change how university offices functions but we want to show how the university’s existing systems do not work

Linda: the university did provide a counter to your NDH on jan 23rd and this one you gave on the 27th of our last bargaining session, so this is your counter to what we gave you?

VO: and we are asking questions

LM: You had stated we hadn’t responded

VO: well you haven’t

LM: right because we want to hear what you want to say about it first

VO: not trying to change how any university office functions we just believe they are inadequate, i wanted to introduce workers to speak directly on their experiences with OIE, office of disability services, sexual violence response center, these testimonies are going to be intense, include references to suicide and sexual violence and i just want to make sure everyone is well prepared. we believe these testimonies are not the exception but the rule, many institutional processes and failures led to some unfortunate and tragic situations involving our coworkers, peers, and friends. let us bring up emily first.

Testimonies:  PBH Testimonial.pdf  Bargaining Committee - Marissa - 2.27.26 (3).pdf

 NDH Testimonial

[Emily testimony]

[CU reactions: nothing of note, paying attention]

VO: thank you emily, we have a number of additional testimonies speaking to different aspects of this. Due to time constraints, loren would you like to go next?

[Loren testimony]

[CU reactions: nothing of note, paying attention]

VO: our last one is Alina who will be reading on behalf of a former worker.

[Alina testimony on behalf of a former worker]

[CU reactions: nothing of note, paying attention]

VO: Thanks again to everyone who spoke. I know it isn't easy. Our hope with these testimonies is to give you a picture of why we have drafted the contract article the way it is and why we are not happy with you dropping disability concerns without discussion. We do believe there is progress to be made within these sessions and there are several sections we can talk about today with the hope of making substantive progress. ... These are issues that are covered in Title VII of the civil rights act as well as our handbook. As for changes we have accepted, we have accepted many changes. We have accepted the provision on the union management committee although as Loren's testimony helped us see, there are many many changes that specifically affect our unique circumstances as student workers at columbia, that need to be codified in a CBA instead of just resolving the issues in our many WGs and committees, we'll give you an opportunity to respond to the article or any of the testimonies

DD: I think in terms of the article we had had an exchange of proposals prior to the last one and we reflected some changes in our proposal to you. I don't want to speak directly to the testimonials other than to say that I hope the issues are being shared with the appropriate offices. I hope Loren is sharing that with the WG as well, as far as the policy itself and the contract article, we've made adjustments, the policy itself has changed over time based on changes to local, state, federal law and they're incorporated within the policy itself so the procedure we've...as a university we've done a good job updating and clarifying the process like we dsaid we would, the workplace harassment is a subject outside of the NDH where there is a WG that is finalizing a definition and putting in place processes and investigatory processes and appropriate follow-up, and someone mentioned a neutral 3rd party its in the CBA We have made a commitment to that and we are not proposing to change that. Anyone dissatisfied can take it to neutral arbitration. There are some other pieces that we believe the language you proposed adds confusion because it's mentioned in other places within the article and disagreement on calendar vs business days so i do think that we have made some good progress between us and taking into consideration some of the things we just mentioned perhaps we can move forward and continue with that.

VO: thank you. Do you have anything else in response to the testimonies?

DD: No. I thank the people for sharing that information

VO: we make ample use of all of the institutional channels to advocate on behalf of these issues but we are bringing this here because they are not performing meaningful results. we are trying to understand the holdups in the process, why investigations are taking so long, a lot of this is outside of our control, staff turnover, long investigations, the nature of the work under-resourced staff, and that is something we aren't trying to bargain over but rather the effects of those timeline delays. I want to look at specific contract language so we can nail down some .. we believe our actual easy ways on making bargaining process and systemic issues, the first is in disability rights which I'm sure you know has a lot of case law precedent regarding the workplace, particularly around section 11 c and d, both of these provisions are making sure that disability workers a.... make sure their work is not impeded.

On day one they should be able to access the buildings they need to get to and do the work they need to do. This is about fulfilling workplace responsibilities.

We'd love some clarify on your objections to this article.

DD: on discrimination on basis of disability is obv abhorrent, something our policies speak against, and we have clear offices and requests for accommodations for students and employees so in terms of communicating the appropriate avenues and channels where students student employees and members of the community should turn to if they believe there has been inappropriate behavior on the basis of their disability or seeking accommodation

We're all for you helping us share the message to the community. We do it through a number of different sources and channels. If you partner in terms of communicating to your. and we can provide links, information, pieces on the website where we would ask the student employees to turn if they are so needing of resources in that regard. and we can do that between now and the next session.

VO: is your suggestion that SWC provide those notices

DD: I think that you should share some of our websites that we are providing to the community. If you are saying that you don't know about these resources.

VO: we have 2 issues, first is that you tend to delay on our BU lists, so difficult for us to contact new student employees especially, and i can give many examples, we ...disabled workers on morningside campus, the lack of signage, dysfunctional elevators on campus, all of which require key access from PS, a lot of workers need to access those very buildings in order to get to their workplaces on day 1 and often the uni own disability services process takes quite a while and they do serve many members of the community beyond workers but this is an incredibly simple accommodation that the university can just include as part of new workers onboarding, its just details about securing accommodations in a timely manner on day 1

DD: what I'm saying is that you can help in the effort of sharing info appropriately. If there are situations where you think people don't know where to ask the question or for accommodation, we can share that information with you and you can communicate and share that info with the folks you represent

AG: im glad you said win-win because we thought sections 11 c and d would be a win-win because the existing issue is that workers cannot access the accommodations for the place they work on day 1 of their job. It takes weeks. FOr an IoR its weeks of class time that is being lost. I think its a very simple thing to contractually...that these will be provided by columbia, we can make easy progress on bargaining what we haven't heard and correct me if im wrong is a specific reason why you're opposed to having this in the contract

DD: specifically, we haven't heard of a situation where an IoR can't get in to teach the class. Putting aside framework agreement and management rights. Not to return to those, this is something that...

If you can identify situations where there have been problems in the past, specific information that can be shared with those offices if it's happened in the past, I think one of the things is that this could be a great opportunity for our union management committee sharing this information in real time and not waiting 5 years that may or may not have occurred where changes can be made immediately if so needed, or that person can be directed to the right office who is there who we have resourced to actually handle situations like that.

VO: I can respond. For specific examples, last summer a worker applied for accommodations around fall and did not receive them until spring. By the time they received them, they were dismissed. THIS is a frequently recurring issue in unfair dismissal cases. One of the reasons you haven't heard about them is because you perceive them as academic issues even though they clearly affected their whole work

DD: – was that individual a student employee on appointment?

VO: yes

DD: and you're saying they requested a workplace accommodation or an academic accommodation as a student? important to have that distinction.

DD: I'm not trying to litigate, trying to come up with solutions. If its a workplace accommodations, there are resources that handle those. If its an academic accommodation there are other channels. Which one was it?

VO: I dont have the specific details of this case I just know this is a frequent issue in a variety of cases some of which have to do with access to campus and some which have to with academic issues
Precisely what is your objection to having this in the contract.

DD: It wasn't an employment issue

VO: what is your objection to notifying student employees about accomodations

DD: first of all i didnt say i object to notifying student workers about the appropriate offices about student accommodations, i dont know if that happens during student orientations but that is something i can follow up on

VO: I would appreciate that but why not add it to our contract

DD: this is why im asking the questions because youve made statements and we are trying to get to the details to solve what you are saying are problems, and if they are problems let's try to solve them together, and that's what we are having a conversation about.

VO: sure, the problem is people don't know how to get their accommodations in time and when they start work they do not have their accommodations.

DD: So let's go back and see what the communications are and then we'll come back

AG: im sure that should be done and we fully support that being done but that is not a reason why this shouldn't be in a contract, you're not answering the question

DD: I am answering the question: We are trying to solve a problem by putting language in a CBA that is not appropriate for it. We want to treat these in real time not wait five years until the next CBA negotiations

VO: what is inappropriate?

DD: I just want to share a perspective

AG: we dont have to do one or another

FT: I just want to jump in quickly i want to make sure i heard you correctly earlier you made a comment that workplace harassment is outside the NDH article you're saying this is a workplace issue...? i think you were talking about...?

DD: power-based harassment. Abuse over intimidation behavior, section 8 of CBA is not an appropriate subject for a CBA

FT: could you clarify why you dont think PBH is not an appropriate subject...?

DD: there is a process in place to finalize the definition, to put in place the processes and administer that definition and that is in the agreement

FT: have these processes been taking place, are they working, it doesn't sound like it

DD: processes as well, there are many different situations....

Many places people experiencing these problems can turn to. Those avenues exist but in terms of having an institutional community wide definition or complaints, that is still ongoing and besides what Loren had mentioned, there are ongoing discussions in the Senate and we are hopeful there will be a finalized definition we can work from

FT: I think as Loren made clear that WG is not working and not functional and rather than wait for various other bodies you have not given us a clear reason why this cannot be in our contract

VO: To look at language a bit closer, we are defining PBH by the universities own definition from 2022, which for some reason is being rewritten and slowing down the process again. We are trying to understand why prohibiting PBH in the workplace is objectionable.

DD: We never said prohibiting PBH is objectionable

VO: why is it not appropriate in a CBA?

DD: here is the provost, HR, so what the WG has endeavored to do is to come forward with a more centralized approach to it.

VO: that was the first proposal of the working group. They proposed the office of conflict resolution.

There was an email that no one responded to. I'm asking again why this is inappropriate for a CBA?

DD: there is a provision in the CBA addressing exactly this situation, if i can refer you again to section 8.

Linda: what is the email you are referring to that no one responded to

VO: Office of conflict resolution email

Linda: and you are aware of the...

VO: There is no process yet.

DD: there is a process

VO: can you please walk me through the process

DD: HR, office of provost, and ___, if we receive an allegation of ... we will look into it as well, as we have said before coming out of the last... negotiations was a more inclusive WG to finalize a centralized or standardized definition and having a more centralized process to handle those complaints as opposed to perhaps other offices.

VO: Correct so I actually agree that columbia looks into allegations. I've worked with many workers in our unit who have reported incredibly inappropriate abuses of power, including building furniture, picking up dry-cleaning, or more severe psychiatric issues. Workers are reporting this to the university and the uni has looked into it but there has been no resolution. So we want it in our contract, so we can grieve them

DD: [whispers something, a question, to Idina]

DD: there is a .. as ive told you before... maybe lets take a step back, when we work together with the union in the initial contract the union proposed language, the university made proposed language, together we jointly came with

VO: i understand how a contract works thank you!!

DD: this isn't university language. It's joint language this is the document that was overwhelmingly ratified, so your disavowal of the framework and management and academic rights....

VO: Why can this language not be in this article?

DD: I think that would provide some answers as well

VO: can you explain why we cannot include specific language about PBH in our contract

DD: As we had negotiated on many different sessions, we came to an agreement. We thought jointly the best path forward is union management meetings and the union being part of those working groups.

That's what we've been doing, we think its the best path forward and that is what is in the expiring CBA

VO: is there any part of the language we are referring to in PBH is there a single part of the section that you will even meaningfully discuss today? if not we will move on

DD: why would you codify language that the working group may have a different definition

VO: i guess why are you...?

DD: we have taken the NDH policy into the CBA and understood that if there are changes we can make those changes and the union can provide input and their proposed changes to policy and procedure we ... I don't think we should get out in front of the working group as they finalize next steps

VO: dan i believe i know more about the process than you do. the WG created a definition, sat on it for several years, and then is going back and changing it. We heard testimony over this, "...[definition].." these are parts of the definition we really like and agree with the university WG on, and as Loren clarified, student workers aren't meaningfully considered, the WG is working to somehow weaken the definition established in 2022 that is 4 years ago so we don't have a meaningful process. so i ask one more time why can't this be ...

DD: has Loren shared these groups with the working group?

Many: YES

LM: It's not an accurate characterization to say that those elements that were meant to elucidate the definition are not actually part of the definition.

VO: ok we are trying to talk about contract language and what we want codified in contract language and we aren't get anywhere in this so i see the position is we won't be talking about PBH language today.

?: about the disability one. In section 11b it says student employees entitled to any form of accommodations, is that without any documentation. I know that the office of disability services has a requirement that students must provide medical documentation to get accommodation

VO: definitely not the intention but i can see how the language produces that reading but if you look at section a, they are granted by a medical professional.

?: but the issue of conditional accommodations, that doesn't seem like part of DS's process.

let's say you get an accommodation and whatever the documentation says doesn't back it up is someone going to take it away from you?

If there is a conditional on accommodations coming from a medical professional, whatever they provide to disability services, ... then the conditional accommodation would then be taken back.

VO: sorry i'm not understanding your question

RH: you said that there would be ...there is confirmation from a med professional and that's why, because you have it in section a but section b therefore flows...it's not really that the student is entitled as of right it's after showing documentation but they you pointed me to section 1, ...but then you run the risk of a student employee getting a conditional accommodation if they can't back it up with documentation medical services says is... then they'd have to take it back!

JH: what this is intended to deal with: a colleague of mine in their first semester teaching applied for a disability accommodation and it took until the second semester of a teaching appointment to get that accommodation. This is specifically to get accommodation while the paperwork is being filed

RH: but the paper work seems to be...it's not clear sometimes what the paper work problem is. if it's disability services then...they should be told to move a little more quickly. sometimes it's providing documentation from the student or student employee's provider because tests need to be run, the doctor's office is slow, it's not always the university's fault that there is a delay..right?

JH: These issues exist right. We are proposing what we believe is a good solution to this. We are certainly interested in an alternate solution from the university if you have one.

DJ: i do have a question about it. i look at a b and c here as 3 different definitions. one at the behest of a medical professional...first of all normally they don't request an accommodation they just provide a statement but leave that aside for a second, then it says in B the student is entitled to reasonable accommodation, then in c, ... is it a reasonable accommodation? because all 3 of these things together are

not consistent from what you proposed? is it reasonable within the meaning of the law? or...? all of them are entirely contradictory.

VO: that is helpful feedback and we can look at it again. If there is not concern about the fact that we are talking about this at all, we can look at it again.

DD: We are marking against the expired agreement. So our proposal is against the expiring agreement.

FT: dan earlier when you for some reason assumed that wayne doesn't know how a CBA is negotiated you pointed out our current contract is uni and union language that came together and we are saying we would come together in that process...you keep editing your proposals in relation to the previous agreement and we are 5 years out from the previous negotiated contract and we are adding new language we would like you to engage with

DD: to be honest most of the language was from the union

FT: great this is also language from the union that we are bringing. It is completely reasonable to bring new language in a new contract

DJ: but also reasonable for us that the starting ... should be what the parties already agreed to, and you keep putting on our side ' you don't want to address...discrimination!' and i think what dan is saying ... is we think it is addressed appropriately in what is a fairly mainstream type of provision in a CBA

FT: so you can the position that everything is going great and we can have the position that its not.

DJ: we think it does address those issues

FT: you aren't addressing PBH

DF: if i can build on this a little bit, i believe it was the student worker and funds, something we have now is information about how the contract has gone in the last 5 years and we want space to address continuing issues, and your proposal is noxwt addressing that have been clearly illuminated by the testimonies, etc.

FT: from my experience, Wayne knows all the processes that you are describing very clearly and has helped many student workers. The implication that we are naive about these processes is frankly quite offensive. We know what's broken and we are trying to fix it.

DD: We understand you represent student employees covered by the bargaining agreement and we've put in place mechanisms for you to share that feedback. now is everything, every situation resolved to the satisfaction of all parties? im not sure, i dont practice in this area but we will share your feedback and i would ask you to continue sharing your feedback to OIE but to also into the WG because going back to what i said earlier, you can make a proposal that says something, we think its already covered by the language that exists in the CBA...but if its not working for an individual that is why i said that real time exchange of information is best to work through and solve a problem before it is just sitting there for a period of time. that is why I suggested real time dialogue as opposed to waiting years and changing contractual language.

VO: our first response to this is that we accepted the language for the union management committee. We do meet with workers who do work in NDH issues. This is an incredibly grotesque way to respond to harrowing testimonies.

DD: We are not responding to the testimonies. They were very moving and emotional testimonies

VO: excuse me im not finished! im not finished, im not finished.

DD: dont characterize my words,...

VO: we are not asking you to do work outside your practice area, we did the work of bringing workers who have direct experience with the failures of the system, and your insistence that we continue to do the work that we've already been doing, that is horrifying! We were able to do this last week with non-citizen workers, right? we believe we have offered some clear pathways to engage with us if there are issues

regarding scope or inconsistencies, but do not tell me that this is working! we are not going back to the processes, they dont work!! they are inadequate, they are harmful!!! we want a fair contract.

AG: Is it the position of the university that inadequate disability accommodations should not be grievable?

DD: inadequate...disability...acommodations...?

AG: should not be grievable?

DD: There's no carve out for disability accommodations in the greement?

AG: you've struck out section 11c and d which aim to make grievable

DD: if you believe you have been discriminate on the basis of a disability, after the process through OIE is complete, you have a right to file a grienvace that can go to neutral arbitration

AG: your lack of engagement on these issues is extraordinary

Grievance and Arbitration

AG: ok lets move on. we have a counter for you on grievance and arbitration.

JP: I was hoping we would have a bit more time to talk through some of the changes. step 1, we are deciding to go with something similar to your language on step 1 where we have struck the step 1 b discussion but we have kept and slightly expanded ... the dean which is relevant to the grievance, once again we have increased the... statute of limitations on a grievance up to 90 calendar days which matches the uni's policy on financial reimbursement and appeal is unchanged, on meditation, there's phrasing changes, nothing substantive, section 5 arbitration, one issue with editing purely the prior agreement and not even your own edits is you gave business at one point and then calendar days in your next counter, and then you will be happy to know that we have dropped our request for a sort of loser-pays agreement on arbitration we have decided that you were correct on keeping the current pay scheme. if there are any questions we can address them.

DJ: for the 90 calendars of statue of limitations is consistent with financial reimbursement?

JP: I am someone who participates in student government. I've been told that the limit for reimbursement is 90 days. We are trying to have some basis in university policy to expand pass the 30 business days. So we have time to file these and you have time to deal with the issues when they come up.

DJ: I don't really see the connection between that time period and this.

JP: its arguably arbitrary but has some basis in something the university does.

JM: the reimbursement policy has something to do with tax rules

JP: again we are bringing down our request from last time trying to find something that might be agreeable. We think 3 months is relatively reasonable that give a semester.

DD: has there been issues i mean this is step 2 right? have there been issues where 30 days is not enough time to decide that we should move on?

JP it's more a matter .. it's not a matter of moving on it can sometimes be the grievant realize that they can come to the union about a problem there have been when we were informed 4 days before the deadline would be up. Fortunately the issue was corrected outside of filing, but i found myself coming outside of grievance deadliness due to personal responsibilities. I just want to lessen this stress so all problems that can be addressed are addressed and that when we file we give you all the information.

DD: part of the context is the process we want the process to move as quickly as possible to resolve any disputes

JP:certainly

DD: but when you're saying 3 months that is a fairly long...if there's already a discussion taking place about a step 1 so we're not taking...its going to step 2, that would be enough time to at least ..

JP: and yet it is not. I understand if 90 is a bit much though i would disagree but the main thing we are asking is more than 30 business days. How about 60? I'm willing to bringing 2 months back to the unit

LM: ...wherever we are on that. have you not brought something forwarded as an issue?

JP: i believe that has happened at least once. I would have to go through my emails with you. I have to check around with the other grievance commitment members. But it's also about having the space to get into contact... it's usually easier when its 1 person dealing with a grievances but we have grievances that deal with many people in a department. Usually late pay or missing appointment letter. So we can get a more thorough grievance to you. So we won't have to file again if someone has slipped through the cracks.

LM: understood but i dont think there's ever been an instance where you brought a late pay or... where it was brought late.

JP i did almost bring a late pay one to you late.

LM: but if you had, the uni endeavors to pay students always on time.

JP: but again just some examples. We are request a little more time. We were hoping 90 were going to be amenable. If the university was going to bringing a substantive counter we are willing to look at it and discuss.

DD: ok we'll look at it and come back to you

JP: thank you mr. driscoll

AG: before we wrap we are going to bring a counter...seems pretty minimal movement but we can move at another session, we look forward tro your counter on AI and AF proposals.

DD can i ask is there.. If you remember you brought up benefits. SWC has 2 representatives in SHAC (??) we would like to add active participation for SWC on SHAC. is that something you are interested.

DF: you are more than welcome to share the opportunity and we can bring to our membership, ... our position is not that we wont be involved in other opportunities for feedback and discussion about these issues, we've made very clear we are taking advantage of them, but we don't see those as a replacement for the proposals. so please send them but on the topic of benefits and the benefits proposal we don't see that as substantively

DD: I'm not asking about replacing asking for you to participate. Other students across the uni. If you want you can share the names of individuals who might be interested.

DF: if you would like to send the opportunity, you have passed some emails in the future, and we put them in touch with the students, and that did not actually resolve the issue.

DD we will send you an email just to confirm what i shared.

FT: please let us know the availability of this room in the future.

DD: have a nice day