Due to the disgraceful behavior of Andy Kripp at the March 4th session, Jay Brower read a statement prepared by our team to begin this week’s session:

**A Statement of the CSU-AAUP Negotiating Team Concerning Inappropriate Conduct at the Negotiating Table**

Andy, the purpose and intent of collective bargaining is to engage in an ethical practice of persuasion. Opposing parties are not required to agree. They are, however, morally obligated to conduct their activities, including and especially their personal behavior, in a manner consistent with the educational activities we provide.

Throughout each negotiation session you have engaged in behaviors that are well-recognized expressions of sexism and misogyny experienced by women at work every day: persistent and unapologetic interruption; insulting and degrading comments, especially of a gendered nature; repeated disparate treatment of female colleagues; coercive pressure; professional threats; raised voice; filibustering; unwillingness to work toward mutual agreement; insistence on unsupported representations as statements of fact; centering male convenience as the primary motivator in decision-making; and the general diminishment of dignity as expressed in a breadth of communication behaviors.

As observant human beings and educators who study these phenomena, the presence of the identified behaviors is unmistakable, unprofessional, disrespectful, and counter-productive to reaching an agreement between parties, to the extent that the Board of Regents is interested in that outcome. We will not tolerate any further conduct of this nature.

We strongly urge you and your team to consider the purpose and intent of these proceedings, and correct your approach to speaking to us, especially when addressing our Chief Negotiator.

Signed, Negotiation Team, CSU-AAUP

Andy attempted to interrupt Jay several times at the beginning but Jay reminded him to let him finish. After the statement was concluded, Jay asked if Andy had anything to say. He only requested a written copy of the statement, which we provided after a 15-minute caucus to create a “reset” that would allow us to return to a fully productive session. We were able to resume negotiations again after the caucus and the tone was much improved.
CSU-AAUP put a lot of items on the day’s agenda, some of them new proposals, some of them counter-proposals, and some of them clarification questions:

**New Proposals:**

- **Coach Evaluation Schedule (AAUP New Table 3):** On advice from our coaches, we proposed a modified evaluation schedule to ensure that members would not have to go up for evaluation during their season. This cuts the number of evaluation periods from three down to two (Fall sports to be evaluated in the Spring and Winter and Spring courses to be evaluated in the Fall).

- **Coach Promotion (BOR Art. 6):** Their team member Anna presented a description of their changes to promotion for coaches. They maintain that coaches can be effectively promoted when their contract gets renewed. Patty asked for data on how many coaches have received promotion this way. They also wanted to delete 6.2.1, which references tenured coaches, and 6.2.4, which references load credits. There is still at least one tenured trainer in the system but we do not know what is meant by load credits for coaches but we will discuss.

- **Counselor Appointment and Promotion (AAUP Art. 5.3.2, 5.3.3, 5.3.4):** On advice from our counseling faculty, we proposed two changes – that counselors must have an earned masters degree or higher from an accredited university and most importantly, a professional license in the field. The BOR will discuss this with their management staff.

- **Counselors (AAUP Art. 7.1, 7.1.2):** The existing language on the counselor’s load credit activity is “antiquated and outdated”. The language was in the 1993-1996 contract and it hasn’t changed in all these years. We proposed changes that would accurately reflect their workload today. We also proposed language to ensure that direct service time was consistent with recommendations of the International Accreditation of Counseling Services because our colleagues report burnout. Andy insisted this was a direct economic issue.

**Counter-Proposals:**

- **Part-time FLCs (Art. 1.6.1, 1.6.2, 1.6.7, 1.6.8):** AAUP first proposed that “part-time” would be under 9 FLCs. The BOR countered with 8.5. We countered with 8.75, which we believe makes sense given labs, studios, and practica.

- **Selection of Administrators (Art. 5.13):** We named specific administrators for whom faculty should have a role in selecting – deans, library directors, counseling directors, athletic directors, provosts, and presidents. Although it’s a “non-mandatory subject”, Andy promised they’d look at it. They need to consult with their management staff.

**Clarifications to BOR Proposals:**

- **BOR Counter to Table 1:** Andy previously said “We ask you to drop the changes to Table 1 as noted below. This does not mean we accept any of your other proposals”. We didn’t know what language he wanted us to drop, and we still don’t know.

- **Department Chairperson/Clerical Support (Art. 5.23):** This contract provision is for the department chairperson’s supervision of employees. They struck “clerical” and inserted “appropriately assigned”. Patty asked him to define “appropriately assigned”. To Andy, it means “whoever we determine is appropriate”.

- **Use of State Vehicle (Art. 9.7.1):** Andy clarified that “There is no intent to restrict or eliminate the use of state vehicles” but that they must abide by DAS procedures so they don’t want the process in our contract because they “don’t own the process”. Andy claimed that “the bargaining record will show intent”. Patty reminded him that “we’re both better served by not relying on the intent but clarifying your proposed deletion”. They proposed,
and we accepted, “Access to and use of state vehicles shall be in accordance with Department of Administrative Services regulations in place at the time of the request.”

- Prior Service (Art. 4.4.1, 4.4.2): Last week, Andy insisted on linking 4.4.2 (counting service from any university, rather than other toward tenure) to 4.8.2 (five-year special appointments) and only accepting 4.4.2 if we accepted 4.8.2. When we said we could not move on that at that session and that the two were unrelated, he insisted “We have no deal”. This week, he insists that they agree to 4.4.2 but that now 4.4.1 (prior service in special appointment shall be counted toward probationary period) is tied to 4.8.2. We agreed to delete 4.4.1 but we were not able to move forward with five-year special appointments. Patty provided several reasons because Andy didn’t “understand the opposition” (these included fear of an over-reliance on special appointments rather than tenure-track lines, a chilling effect on academic freedom, and less ability to engage in departmental evaluation of student learning outcomes). We did return with a counter-proposal after caucus that eliminated the change to five years but kept their counter that special appointment service may count toward tenure-track appointments upon employee request and at the discretion of the President or designee (allowing us to delete 4.1.1, which mandates that the service count). They countered with 4-year special appointments that we will discuss.

In contrast to CSU-AAUP, Andy did not provide a clear agenda. He sent Patty an Excel spreadsheet (on Tuesday) containing 89 rows (86 proposals) and demanded that we provide a response to all of them and scolded us for not doing so. Our position is that a spreadsheet with this many items does not equal an agenda and plan to continue doing as we have been doing – placing on the agenda specific contract proposals we would like to discuss. We maintain that if they have specific proposals to be discussed, then they need to pick the ones to discuss each week. Andy replied with “all of them” and “It’s our view that they have been added to the agenda”. We will cover all of them, in due course. We did ask clarification on the very first item. They proposed changing Article 1.10 (Notice):

Wherever this agreement requires notice or notification, except in Article 16 (see Article 16.3.4), such requirement shall be met by serving notice on or before the date specified by certified, return receipt requested email delivery mail or hand delivery.

Patty asked simply what they meant by “certified, return receipt requested email delivery”. They are trying to get rid of physical mail, yes, but how does an email get certified? What about the fact that return receipts can be shut off in email? “We’ll just ask them to turn it back on.” Proposals like this suggest that they haven’t fully thought through some of these proposals and have no clue how they will work in practice.

CSU-AAUP will continue to fight against the proposals that would harm our campuses and our students. We have been accused of not “going the distance” but Andy is expecting us to set his agenda as well as our own.

Our next negotiating session is Thursday, March 18.