In order to expedite collective bargaining and bring closure to a process that has created much acrimony between the parties and an unsuccessful outcome during 2007-2010 negotiations, UFF offers the following package proposal. In this listing, the term "2007-2010 TA" indicates the version of the article TA'd by the parties during 2007-2010 negotiations and the note "(s.q.)" indicates that the 2007-2010 TA'd version is the current status quo.

Four articles are not included in this package proposal to permit the parties to focus attention on these broader issues.

Article (Title) – Package Proposal

Preamble – 2007-2010 TA (s.q.)

1 (Recognition) – 2007-2010 TA (s.q.)

2 (Consultation) – 2007-2010 TA (s.q.)

3 (UFF Privileges) – 2007-2010 TA

4 (Management Rights) – 2007-2010 TA (s.q.)

5 (Academic Freedom) – 2007-2010 TA

6 (Nondiscrimination) – status quo (2004-2007 contract) with the addition of "parental status," "ethnicity," and "gender identity and expression" to 6.2(a).

7 (Minutes, Rules, Budgets, and Reports) – 2007-2010 TA

8 (Appointment) – 2007-2010 TA

9 (Assignment of Responsibilities) – 2007-2010 TA

10 (Employee Performance Evaluation) – not included in package proposal

11 (Evaluation File) – 2007-2010 TA

12 (Non-reappointment) – 2007-2010 TA

13 (Layoff and Recall) – 2007-2010 TA

14 (Promotion Procedure) – 2007-2010 TA

15 (Tenure) – 2007-2010 TA

16 (Disciplinary Action and Job Abandonment) – status quo (2004-2007 contract)

17 (Leaves) – 2007-2010 TA

18 (Inventions and Works) – 2007-2010 TA (s.q.)

19 (Conflicts of Interest or Commitment/Outside Activity) – 2007-2010 TA (s.q.)

20 (Grievance Procedure and Arbitration) – status quo (2004-2007 contract) with the following changes to 20.3(b):

(b) the term "grievant" shall mean an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee(s). ~~The UFF may file a grievance in a dispute over a provision of this Agreement which confers rights upon the UFF.~~ A grievance filed by the UFF ~~which alleges a violation of its rights by the University~~ on behalf of the UFF shall be initiated at Step 2. The parties may agree to consolidate grievances of a similar nature to expedite the review process. In a consolidated grievance, one Appendix "C," "D," or "E" may be attached, bearing the signatures of the grievants.

21 (Other Employee Rights) – 2007-2010 TA

22 (Sabbaticals and Professional Development Programs) – 2007-2010 TA

23 (Salaries) – not included in package proposal

24 (Benefits) – not included in package proposal

25 (UFF Insurance Deduction) – 2007-2010 TA (s.q.)

26 (Payroll Deduction) – 2007-2010 TA (s.q.)

27 (Maintenance of Benefits) – 2007-2010 TA (s.q.)

28 (Miscellaneous Provisions) – 2007-2010 TA

29 (Severability) – 2007-2010 TA (s.q.)

30 (Amendment and Duration) – status quo (2004-2007 contract) with years in dates changed to reflect this agreement's coverage.

31 (Totality of Agreement) – 2007-2010 TA (s.q.)

32 (Definitions) – not included in package proposal

APPENDIX A-F reviewed by parties – most likely outcome is that the forms currently in use will be adopted.

Reasons for excluding 10, 23, 24, and 32 from package proposal.

Articles 10 and 23. UFF offers to permit ADI, with appropriate language limiting its application to academic year 2010-2011 and a cap appropriate to the raise package offered to the bargaining unit for 2010-2011, in exchange for reverting to the 2006-2007 bargained language for 10 and 23 (reverting to the pre-imposition status quo.)   We recognize that the raise package offered to the BU cannot be reasonably bargained until the parties know the budget picture for 2010-2011.

Article 24 is withheld in the hope that the parties will come together to determine a way to provide for domestic partner benefits and an expansion of tuition benefits to spouse/domestic partners and children of employees.

Article 32 is withheld pending the need to define new terms. (For example, if the BOT wants to the term "faculty" in Article 23, it must be defined.)