

University of Minnesota Proposals  
University of Minnesota and AFSCME Locals 3800 & 3801 (Clerical)  
May 31, 2007

1. **Delete references in the contract relating to transition from 33 classifications to 8 classifications.** This includes:
  - a) The deletion of appendix D (pages 118 through 142)
  - b) Delete Appendix F
  - c) Maintain reference in Article 24 Section 2 Classification Seniority relating to the impact on classification seniority resulting from the March 6 2006 restructuring of classifications.
  
2. **Modify Article 19 (Section 1) as follows:**  
SECTION 1. SALARY RANGES
  - A. The salary ranges for classifications covered by this Agreement shall be those contained in Appendix D ~~and D-1~~. (And replace Appendix D with the new negotiated salary schedules).
  
3. **Modify Article 19 (Section 5) as follows:**  
SECTION 5. ~~OTHER SALARY ADJUSTMENTS: JULY 1, 2005 - JUNE 30, 2007~~
  - ~~A. Employees selecting the Health Insurance base plan or Health Partners health insurance coverage effective January 1, 2006 for their spouse/same sex domestic partner and children shall receive a lump sum payment of \$300.00 to be paid before March 1, 2006.~~
  - ~~B. Employees selecting the Health Insurance base plan or Health Partners health insurance coverage effective January 1, 2007 for their spouse/same sex domestic partner and children shall receive a lump sum payment of \$150.00 to be paid before March 1, 2007.~~
  - C. Effective July 1, 2005 all employees will receive a ~~2%~~ general wage increase. All Pay ranges shall increase by the same amount.
  - D. Effective July 1, 2006 all employees whose pay rate falls within the pay range will receive a ~~2%~~ general wage increase. All Pay ranges shall increase by the same amount.
  - ~~E. July 1, 2006 Active employees whose pay rate is at or above the maximum rate will receive a \$350 lump sum pro-rated based on percentage appointment.~~
  - ~~F. Active employees as of July 1, 2006 will receive a lump sum payment of \$300.00 pro-rated based on percentage appointment.~~
  - ~~G. March 6, 2006 all employees whose current rate of pay is below the minimum of the new classification to which they are placed shall be paid at the minimum pay rate for that classification.~~
  - ~~H. March 6, 2006 Employee placement into the new classification system: Employees will be placed into the new classification based on an employee's classification as of March 6, 2006. The employee's pay rate will stay the same. On their anniversary date which falls between July 1, 2006 and June 30, 2007, the employee's pay rate will be adjusted upward by 2% and then converted to the next higher step in the range. (See also Appendix F).~~

I An employee returning from an unpaid leave of absence shall be compensated at the same rate of pay received when the leave commenced, plus any non-discretionary increase which became effective during the time of the leave.

**4. Amend Article 31 Section 2 (E) as follows:**

Union Leave. In accordance with MPELRA, a Union officer shall be granted leave without pay to serve on the negotiating committee for a new contract, to attend an AFSCME council convention, to attend a Council 5 executive board meeting, and to conduct all other Union business of the exclusive representative. The employee may elect to use accumulated vacation time or accumulated compensatory time as scheduled with his/her supervisor in advance. Any Union leave, one (1) day or less in duration, shall be requested as soon as possible. Any Union leave in excess of one (1) day shall be requested in writing at least ~~fourteen (14)~~ thirty (30) calendar days in advance of the effective date.

**5. Comprehensive Wage proposal to follow.**

**6. Comprehensive Insurance proposal to follow.**

**7. Modify Appendix C to reflect current Collegiate/ Administrative Seniority Units.**

**8. Editorial changes as needed.**

*Throughout the course of negotiations the University retains the right to add to, delete and modify proposals presented to the union.*

University of Minnesota Proposals  
University of Minnesota and AFSCME Local 3937 and 3801 (Technical)  
May 31, 2007

**1. Delete the following classifications:**

- a. 4935 Artist Model
- b. 4910 Program Assistant – 4H
- c. 4938 Production Artist
- d. 4971 Printing Estimator
- e. 4994 Principal Glassblower

**2. Amend Article 18 Section 2 to read as follows:**

SECTION 2. PAID LEAVE OF ABSENCE

Upon request an employee shall be granted a leave of absence with pay for:

- A. Bereavement Leave. Five (5) days of accumulated sick leave shall be granted when a death occurs in the employee's immediate family, to make necessary funeral arrangements and/or to attend funeral services. Additional sick leave may be granted if necessary. The Employee's immediate family as defined in this portion of the Article shall mean spouse or cohabiter, registered same sex domestic partner<sup>2s</sup>, children, (including foster, step children and children of registered same sex domestic partner), the employee's parents, grandparents, guardian, grandchildren, siblings, wards...

**3. Amend Article 18 Section 4 (D) by removing it from of Article 18 section 4 (C) and make it its own paragraph.**

**4. Modify Article 19 as follows:**

SECTION 5. OTHER SALARY ADJUSTMENTS: JULY 1, 2005 - June 30, 2007

- A. Employees will receive a two percent (2.0%) general wage adjustment effective July 1, 2005, and a two percent (2.0%) general wage adjustment effective July 1, 2006. All pay ranges shall move upward by the same amount. Any adjustment which would place the employee's pay rate over the maximum of the range will be paid as a lump sum.
- B. An employee returning from an unpaid leave of absence shall be compensated at the same rate of pay received when the leave commenced, plus any non-discretionary increase which became effective during the time of the leave.
- C. ~~Based on the Open Enrollment for 2006 and 2007, employees electing Employee plus Spouse/Same Sex Domestic Partner plus child/children coverage for health insurance at the Base Plan or HealthPartners plan shall receive a lump sum payment of \$300 for 2006 and \$150 for 2007. The payment will be prorated based on the employee's FTE.~~
- D. ~~Active employees as of July 1, 2006, will receive a lump sum payment of \$300. The payment will be prorated based on the employee's FTE on July 1, 2006.~~
- E. ~~Effective January 1, 2006, all classifications listed in Appendix D of this agreement will have an additional 2% step added to the top of each salary range~~

5. **Amend Article 31 Section 2 (E) as follows:**  
Union Leave. In accordance with PELRA, a Union officer shall be granted leave without pay to serve on the negotiating committee for a new contract, to attend an AFSCME council convention, to attend a Council 5 executive board meeting, and to conduct all other Union business of the exclusive representative. The employee may elect to use accumulated vacation time or accumulated compensatory time as scheduled with his/her supervisor in advance. Any Union leave one (1) day or less in duration, shall be requested as soon as possible. Any Union leave in excess of one (1) day shall be requested in writing at least ~~fourteen (14)~~ thirty (30) calendar days in advance of the effective date.
6. **Comprehensive Wage proposal to follow.**
7. **Comprehensive Insurance proposal to follow.**
8. **Modify Appendix C to reflect current Collegiate/ Administrative Seniority Units.**
9. **Editorial changes as needed.**

*Throughout the course of negotiations the University retains the right to add to, delete and modify proposals presented to the union.*

University of Minnesota Proposals  
University of Minnesota and AFSCME Local 3260 (Health Care)  
May 31, 2007

**1. Delete the following classifications:**

- a. 5031 Nursing Station Assistant
- b. 5035 Senior Nursing Assistant

**2. Modify Article 4 Section 9 as follows:**

Section 9. Percentage of Appointment. An employee who works an average of ten (10) percentage points or more beyond his/her appointed percentage time for three (3) payroll periods in succession shall have his/her appointment percentage raised to the average percent time worked in the three (3) payroll periods if the employee so requests. However, the Employer will not be required to raise the percentage time worked if there is clear evidence that the employee will not be working beyond his/her appointment percentage time on a regular basis in the future. Any appointment percentage time adjustment made under the provisions of this Section shall be effective on the first pay period after the adjustment request is received by the Employer.

An employee may reduce his/her appointment percentage, with supervisory approval, ~~as long as the reduction does not move the employee from above 75% time to below 75% time.~~ Hours which become available for work due to such reductions shall be assigned to the most senior bargaining unit volunteer, including volunteers on rotating shifts in the same classification and work location, provided there is sufficient work on that shift to support the increase. The Employer shall make every reasonable effort to assign the available work hours caused by reductions to the shift schedule of the most senior volunteer. No posting of positions will be necessary for reductions or increases executed under this section.

**3. Amend Article 8 Section 3 C.**

C. Parental Leave. A two-week paid parental leave of absence shall be granted to male and female employees who are biological or adoptive parents, when requested in conjunction with the birth or adoption of their child. This parental leave shall not be charged against the employee's accumulated vacation or sick leave. The parental leave shall begin at a time requested by the employee, although the leave may not begin more than two weeks prior to the due date or six weeks after the birth or adoption. This leave must be consecutive and without interruption and must be taken during the term of appointment. A female biological parent who uses the above parental leave may also use up to twenty (20) days of accumulated sick leave immediately following the parental leave. This leave must be consecutive and without interruption and must be taken during the term of appointment. To be eligible for parental leave, an employee must be appointed to a 50% or greater position and must have been employed at the University for at least nine (9) months prior to **requesting** the start of the leave.

**4. Modify Article 8 Section 4(F) as follows:**

F. Union Leave. Leave shall be granted to employees who are elected officers or appointed representatives of the Union for the purposes of conducting Union business upon the written request of the Union. Any Union leave one (1) day or less in duration

shall be requested as soon as possible. Any Union leave in excess of one (1) day shall be requested in writing at least ~~fourteen- (14)~~ **Thirty (30)** calendar days in advance of the effective date. Such requests shall state the anticipated duration of the leave. Effective July 1, 1989, All union leave hours except for leaves of more than one (1) week (5 days) shall count as hours of continuous service for accrual purposes in the Leave and Salary Articles.

**5. Modify Article 13 Filling of vacancies:**

Section 4. Assignment Change. An assignment change is a change of an employee's assignment within the same classification, same department, and same shift, and shall not require a new probationary period. This procedure shall occur before a vacancy is posted or when no vacancy has been created, but it is necessary to reassign an employee. Temporary employees shall not be reassigned into permanent position.

Employees shall inform the Supervisor in advance of the job posting, in writing, of their desire to be considered for another assignment. Such notice must be received prior to formal posting of the vacancy by Human resources in order to be considered for reassignment. The assignment change requests will remain in effort for a one (1) year period.

~~The Employer shall inform employees at the time of initial hire of the assignment change procedure.~~ The Employer shall post on the work area bulletin boards where they exist or on department bulletin board where there are no work area boards, the assignment change procedure which follows:

**6. Modify Article 16 Layoff and Recall.**

Section 3 Procedure. In the event of subcontracting or layoff the Employer shall identify the positions being eliminated, including the classifications, location, shift and percentage appointment.

If there is more than one position on a work location in the same classification, percentage appointment and shift, the position eliminated shall be the position of the least senior employee according to the classification seniority. The Employer may lay off the employee(s) in the classification(s) affected equal to the number of positions eliminated. The Union shall be provided this information at least seven (7) days prior to layoff notice(s) being issued.

Employee(s) whose positions has been eliminated shall receive notice as soon as the need for layoff is known, but at least thirty (30) days prior to the effective date of the layoff, unless the layoff is necessary due to an emergency beyond the Employer's control.

~~Those receiving a notice shall have until nine (9) days prior to the effective date of the layoff to decide on a course of action.~~

**Those receiving a layoff notice shall have (9) days from the date the layoff notice was received to notify the department in writing of their course of action. In the event of multiple or simultaneous layoffs the less senior employee(s) in order of seniority will have three days to notify the department in writing of their course of action, after the employee next more senior employee has made a decision regarding their course of action.,.**

If the minimum thirty (30) day notice cannot be provided by the Employer due to an emergency or because the person affected is being bumped, notification of any necessary layoff shall be communicated to the employee and the Union as soon as possible.

**7. Modify Article 21 Settlement of Disputes as follows:**

Step 4. If the grievance remains unresolved after the response of the head of the Administrative Unit, or his/her designee, is given or is due, the Union shall have sixty (60) calendar days to **file a letter of intent to arbitrate. This letter of intent shall be sent to the office of Human Resources.** ~~notify the appropriate Human Resources Department in writing that it desires to proceed with the actual arbitration of the grievance.~~

**The Union shall make a good faith effort to reduce the sixty (60) calendar day time limit whenever possible and particularly in cases involving a continuing back pay liability.**

**The Union shall request arbitration within 90 calendar days of the filing of the letter of intent to go to arbitration.** Within ten (10) calendar days thereafter the parties shall attempt to select an arbitrator by mutual agreement. If the parties fail to mutually agree upon the selection of an arbitrator within the said ten (10) calendar day period, the Union shall immediately request the Minnesota State Bureau of Mediation Services or the American Arbitration Association to provide a list of seven (7) names of neutral arbitrators within five (5) calendar days following the receipt of the list to select an arbitrator in the following manner: the Union shall have the right to strike one name from the list, the Employer shall then strike one name, and the process will be repeated and the remaining person shall be the arbitrator.

Expenses for the arbitrator's services and the processing shall be borne by the losing party.

**8. Amend Article 24 as follows:**

Section 1. No Strikes. The Union agrees that it will not promote or support any unlawful strike under the Minnesota Public Employment Labor Relations Act. A strike is lawful if conducted as provided under the provisions of Minnesota Statutes 179A.64, Subdivision 1. A strike is defined under the Minnesota Public Employment Labor Relations Act as a "concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment." (Minnesota Statutes 179A.63, Subdivision 12). Any employee who knowingly violates the provisions of this section may be discharged or otherwise disciplined. Any employee so disciplined may elect to grieve the discipline under Article 21 (Settlement of Disputes) of this Agreement.

Section 2. No Lockouts. No lockout or refusal to allow employees to perform available work, shall be instituted by the Employer during the life of this Agreement.

**9. Modify Article 27 as follows:**

Section 6. General Salary Adjustment. ~~Effective July 1, 2005 all salary steps shall be adjusted by 2.25%. Effective July 1, 2006 all salary steps shall be adjusted by 2.25%~~

Section 7. Other Salary Adjustments:

~~A. — January 1, 2006 An additional step will be added to the top of each range at 2.5% above the current top step. Employees who have served 2080 hours at the previous step will move to the new maximum on 1-1-2006.~~

~~B. — Employees selecting the Health Insurance base plan or Health Partners health insurance coverage effective January 1, 2006 for their spouse/same sex domestic partner and children shall receive a lump sum payment of \$300.00 to be paid before March 1, 2006.~~

~~C. — Employees selecting the Health Insurance base plan or Health Partners health insurance coverage effective January 1, 2007 for their spouse/same sex domestic partner and children shall receive a lump sum payment of \$150.00 to be paid before March 1, 2007.~~

~~D. — Active employees as of July 1, 2006, will receive a lump sum payment of \$300.00 pro-rated based on percentage appointment.~~

- 10. Comprehensive Wage proposal to follow.**
- 11. Comprehensive Insurance proposal to follow.**
- 12. Modify Appendix B to reflect current Administrative Units in the Academic Health Center.**
- 13. Editorial Changes as needed.**

*Throughout the course of negotiations the University retains the right to add to, delete and modify proposals presented to the union.*