

AFSCME Locals 3260, 3800, 3801 and 3937, Council 5, AFL-CIO
&
University of Minnesota

August 9, 2007

Union Language Proposals

Holidays

Local 3260 – Article 5

Locals 3800 & 3801 – Article 15

Locals 3937 & 3801 – Article 15

- U1: ~~***DROP AS OF 8/9/07-10 AM*** - Eliminate pro-rating. Employees to be paid 8 hours of Holiday pay or an amount equal to their normally scheduled hours, whichever is greater.~~
- U2: ~~***DROP AS OF 8/9/07-10 AM*** - All employees shall have the right to take one floating/personal holiday at their discretion.~~

Sick Leave

Local 3260 – Article 7

Locals 3800 & 3801 – Article 17

Locals 3937 & 3801 – Article 17

- U3: Immediate family shall mean spouse, Cohabiter, minor and dependent children (including foster children and step children), parents, siblings, grandchildren, parents-in-law of employee and registered same sex domestic partner, children of registered same-sex domestic partner and parents of registered same-sex domestic partner.
- ~~***DROPPED AS OF 7/9/07:*** Cohabiter replaces significant other in Health Care Contract.~~
 - Siblings and is added language in the Health Care and Technical Contracts.
 - Registered same-sex domestic partner language is added to the Health Care Contract.
 - Grandchildren added to all contracts.
- U4: ~~***DROP AS OF 08/09/07 – 10 AM*** - Eliminate references to five (5) day limitation (Clerical and Technical) and (3) day limitation (Health Care) under Utilization Sections.~~

~~U5: Eliminate (20) day limitation on use of sick leave (Health Care) in conjunction with the birth of a child—Utilization Section.—DROPPED ON 6/15/07~~

Emergency Campus Closings

Local 3260 – Article 4. Hours of Work

Locals 3800 & 3801 – Article 14. Reporting and Call In Time

Locals 3937 & 3801 – Article 14. Reporting and Call In Time

U6: Article 14 (3800/3801/3937): Delete current language. Add new language.

Whenever the Employer declares an emergency closure of the University or any portion of the University, or declares a closure due to inclement weather, employees shall be paid for their normally scheduled shift. Any use of vacation in lieu of such a closure shall be restored. For other issues related to emergency or inclement weather closures, refer to the University's emergency closing policy and procedures. Contact the appropriate Human Resources Department or your Chancellor's office for a copy of the current document.

Article 4 (3260): Add language above.

Probation

Local 3260 – Article 14

Local 3800 & 3801 – Article 7

Local 3937 & 3801 – Article 7

U7: Eliminate subsequent probation.

Recruitment and Employment

Local 3800 & 3801 – Article 5

Locals 3937 & 3801 – Article 5

Locals 3260

U8: Work that has been allocated to an AFSCME Classification/position (per Article 2 Recognition) that is vacated may not be assigned to a student.

Local 3800 & 3801 – Article 5, Sec. 3. Applicant Hiring

Local 3937 & 3801 – Article 5, Sec. 3. Applicant Hiring

U9: New Section 3.F The senior employee who has passed probation with the University and who is qualified as determined by the Employer and meets the measurable, job related selection criteria.

Filling of Vacancies

Local 3260 – Article 13, Sec. 8. Trainee Positions

U10: ***MODIFY AS OF 8/9/07:*** ~~Eliminate Trainee Position language.~~ The Trainee position is reduced to 3 months except in the case of the AMMOS training in Dental School Oral Surgery, which will be 6 months; all time in a trainee position will count towards probation.

CLASSIFICATION ISSUES

Recognition

Local 3260 – Article 2

Local 3800 & 3801 – Article 2

Local 3937 & 3801 – Article 2

U11: Add to Section 2. DISPUTES. Add: When the Union has reasonable cause to believe that a vacancy or existing position is AFSCME work, which has been improperly excluded, the Union shall have the right to refer the position to the BMS for exclusion or inclusion in the bargaining unit(s).

Recognition & Appendix A

Local 3260 – Article 2 & Appendix A-

Wage issue-include in wage discussion:

U12: Eliminate MA classification and pay grid.

U13: Restore CMA classification.

U14: Assign LPN pay grid to restored CMA classification.

Recognition & Appendix D

Local 3937 & 3801 – Article 2 & Appendix D

Initial Discussion will not happen until 8/23 and will propose an MOU to meet and discussion.

U15: Eliminate Information Technology Specialist classification.
Create an Information Technology Specialist I.
Create an Information Technology Specialist II.

U16: Pay grids to be negotiated.

U17: Meet and confer to assign point ranges.

Settlement of Disputes

Local 3937 & 3801 – Article 21

Local 3800 & 3801 – Article 21

Local 3260 – Article 21

U18: Step One – no change

Step Two – A representative of the appropriate Human Resources Department shall hold a meeting between ~~the head of the unit~~ Director/Dean of the Collegiate/Administrative unit, the grievant...

Step Three –A representative of the appropriate Human Resources Department shall hold a meeting between a Dean or equivalent administrative officer or officer at the next management level from outside the Collegiate/Administrative unit.

Discipline

Locals 3800 & 3801 – Article 22

Locals 3937 & 3801 – Article 22

U19: ~~***DROP AS OF 08/09/07 – 10 AM - For all Metro investigatory meetings, 48 hours of notice to the employee and to the Union.***~~

Local 3260 – Article 20

U20: ~~***DROP AS OF 08/09/07-10 AM - New Section 2. Investigatory Meeting. Forty eight (48) hours notice of investigatory meetings shall be given to the employee whenever possible. Supervisors are encouraged to give such notice in writing. The employee is entitled to a Union representative at an investigatory meeting that may result in disciplinary action against the employee. However, neither the refusal of the employee's Union Steward or Union representative to participate nor their unavailability shall abridge the Employer's right to conduct an investigation. The Employer shall provide a written summary of the investigation results to the employee, and the Union if it is involved in representing the employee during the investigation within seven (7) calendar days of the conclusion of the investigation. Investigation results may include, but are not limited to, exoneration of the employee or the conclusion that disciplinary action is not to be taken at this time. Where a change in policy or procedure is made as a result of the investigation, the Employer will provide written notification of the change to all affected employees.***~~

UNION RIGHTS

Local 3260

U21: Add MOU on 50% President/Chief Steward ER paid leave.

LABOR/MANAGEMENT COMMITTEES

U22: ~~Add Local 3801 to language on ULMC.~~ **DROPPED ON 6/15/07**

U23: **DROP AS OF 08/09/07-10 AM** - Add language recognizing establishment of LMCs on all campuses.

Layoff & Recall

Locals 3800 & 3801 – Article 25

Locals 3937 & 3801 – Article 25

U24: Section 6. Add language giving employees the right to bump to a higher percentage appointment (greater definition of layoff), when there is no bump within their definition of layoff.

U25: **MODIFY: AS OF 8/9/07:** Tuition Remission: Propose a Letter of Agreement stating that if the University should establish a Tuition Remission program, all AFSCME Locals (Bargaining Units 4, 6, 7) will be included in the program.

We reserve the right to bring additional proposals.

Employer Language Responses based on 5/31/07 Employer proposal:

Clerical:

- 1a and c: Agreed on 6/15/07
- 1b: we countered and are waiting for their response
- 2: Agreed on 6/15/07
- 3: part of wage discussion
- 4: NO
- 5: Wages
- 6: Ins
- 7: Waiting for list from ER
- 8. Of course-housekeeping

Technical:

1. NO
2. Agreed on 6/15/07 to the technical change; not to the substantive change
3. Agreed on 6/15/07
4. Move to wage discussion
5. NO
6. Wage
7. Ins
8. Waiting for list

Healthcare:

1. Keep: are there senior???) Nursing Asst in Health Services in Duluth.
2. NO
3. Agreed to 3 on 6/15/07
4. NO
5. NO
6. NO
7. Agreed on 6/15/07
8. Agreed on 6/15/07
9. Wages
10. Wage and Insurance
11. Wage and Insurance
12. Waiting on List from ER