

Comprehensive response to AFSCME proposals for Clerical, HealthCare and Technical

EMPLOYER'S LANGUAGE ISSUES

CLERICAL

- 1A Agreed
- 1B Agreed** accepted Union's counter proposal to include reference in the recognition article to Appendix F as modified.
- 1C Agreed
- 2 Agreed**
- 3 See attached Wage sheet
- 4 **Dropped 8/10/2007 @ 1:00 pm**
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~~ **two (2) days to five (5) days in duration** shall be requested in writing at least fourteen (14) calendar days in advance of the effective date. **Leaves in excess of five (5) days shall be requested at least thirty (30) calendar days in advance of the effective date.**
- 5 See employer Wage proposal
- 6 See employer Insurance proposal.
- 7 Agreed.
- 8 Agreed.

TECHNICAL

- 1 Dropped
- 2 Agreed
- 3 Agreed
- 4 See attached Wage sheet
- 5 **Dropped 8/10/2007 @ 1:00 pm**
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~~ **two (2) days to five (5) days in duration** shall be requested in writing at least fourteen (14) calendar days in advance of the effective date. **Leaves in excess of five (5) days shall be requested at least thirty (30) calendar days in advance of the effective date.**
- 6 See employer wage proposal

- 7 See employer insurance proposal
- 8 Agreed
- 9 Agreed.

HEALTHCARE

- 1 Dropped
- 2 Dropped
- 3 Agreed.
- 4 **Dropped 8/10/2007 @ 1:00 pm**
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~~ **two (2) days to five (5) days in duration** shall be requested in writing at least fourteen (14) calendar days in advance of the effective date. **Leaves in excess of five (5) days shall be requested at least thirty (30) calendar days in advance of the effective date.**
- 5 Dropped
- 6 Dropped
- 7 Agreed
- 8 Agreed
- 9 See attached Wage sheet
- 10 See employer wage proposal
- 11 See employer Insurance proposal
- 12 Agreed
- 13 Agreed.

UNION’S LANGUAGE ISSUES

- Union1** Dropped
- Union2** Dropped
- Union3** Employer proposes language as follows 8/10/2007 @ 1:00 pm:

In HealthCare, agree to leave contract language regarding significant other – drop “cohabiter.” Agreed to add “registered same sex domestic partner,” and “siblings;” however, no agreement to add grandchildren.

In Technical, agreed to add “siblings.”

Employer proposes language as follows:

For Unit 4 (HealthCare)

Section 4. Utilization. An employee shall be granted sick leave with pay to the extent of the employee's accumulation for absences necessitated by illness, disability, pregnancy, or pregnancy related problems; by necessity for medical, chiropractic, or dental care; or by exposure to contagious disease which endangers the health of other employees, clients, or the public; or by the illness of a spouse, **registered same sex domestic partner**, minor or dependent children, foster or step children, or parent, **siblings**, or **significant other**, for such reasonable periods as his/her attendance may be necessary. ~~With respect to significant other and spouse, the individual must be living in the household of the employee.~~ Such leave to arrange for necessary nursing care of

members of the family or for the father at the birth or for either parent at the adoption of a child shall be limited to not more than three (3) days of sick leave, although vacation leave may also be granted for such purposes. Natural Mothers may use up to twenty (20) working days of accumulated sick leave in conjunction with the birth of a child which shall not preclude use of vacation leave in lieu of or in addition to such sick leave use. Accumulated sick leave may also be used to supplement Worker's Compensation benefits during any period of lost work time due to compensable illness or injury.

For Unit 7 (Technical)

SECTION 4. UTILIZATION

Approved sick leave may be used by an employee who is unable to perform duties because of illness, injury, or pregnancy; or who would expose others to contagious or infectious diseases; or who must keep medical or dental care appointments.

Accumulated sick leave may be used to supplement Workers' Compensation benefits during periods of lost work time due to compensable on-the-job illness or injury.

Approved sick leave may be used to care for or arrange care for an employee's child, and up to five (5) days per incident may be used by an employee to care for or make arrangements for the care of an ill member of the employee's immediate family. A department may approve an additional five (5) days of sick leave to care for or make arrangements for the care of an ill member of the employee's immediate family provided this illness is covered by the FMLA. Immediate family as used in this portion of the Article shall mean spouse or cohabitor, children (including foster children and step-children), **siblings**, parents, or parents-in-law of the employee and registered same sex domestic partner, children of the registered same sex domestic partner, or parents of the registered same sex domestic partner.

- Union4** Dropped
- Union5** Dropped
- Union6** Dropped
- Union7** Subsequent Probation - No
- Union8** Dropped
- Union9** Seniority Hire - No
- Union10** Amend Article 14 in Unit 4 as follows:

Section 2. Probationary Period. Employees shall be required to serve a probationary period of six (6) months, except employees promoted during their probationary period shall be considered to have completed the probation in their previous classification on the effective date of such promotion. In the event the department head wishes more time to evaluate the employee's performance, the probationary period may be extended for an additional two (2) months, provided notice of the extension is agreed to by the Union not less than ten (10) working days prior to the expiration of the probationary period. If such an extension is requested, the department head shall meet with the employee, steward and supervisor to detail the work problems which resulted in the extension and the specific expectations which the employee must meet in order to pass probation. Employees who are moved to a different classification (in which the employee has not previously served a probationary period) due to promotion, transfer, reclassification, voluntary demotion or recall shall serve a period of probation of six (6) months in their new classification. An employee who transfers in the same classification between departments may be required to serve an additional three (3) months probationary period if the employee has received disciplinary action at

the level of written warning within the last three (3) calendar months or a higher level of discipline within the last six (6) months. **Employees working in a trainee position for three months or more, and who successfully complete requirements for qualification for their intended position, shall then serve a four month probationary period in that intended position.**

Employees serving an initial probationary period shall not be considered for any vacancy except a vacancy in the same class in a different percentage appointment or at a different term appointment. Employees serving an initial probationary period in a temporary position may apply for other positions which are not temporary. The Employer may deny such a transfer if the employee has received disciplinary action at the level of written warning or higher or has received an unsatisfactory mid-point evaluation. An employee may not apply for promotion during an initial probationary period.

Union11 Dropped
Union12, 13, 14 MA/LPN - No
Union15, 16, 17 Agreed as per Union's letter of 8/10/2007.
Union18 Dropped
Union19, 20 Dropped
Union21 Union President Leave - No
Union22 Dropped
Union23 Dropped
Union24 Dropped
Union25 Agreed as per Union's letter of 8/10/2007

EMPLOYER'S INSURANCE ISSUES

1 Agreed
2 Agreed
4 Agreed
8 Agreed
9 Dropped
12 Agreed
13 Agreed

Employer Proposes the following package regarding #s 3, 5, 6, 7, 10 and 11: 8/10/07 @ 1:00 pm

3 \$1500 dental max – Union agrees
5 Medical coverage termination – Employer drops
6 Dental coverage termination – Employer drops
7 Ex-spouses – Union agrees
10 Fitness Center incentive - **See attached modified letter 8/10/2007**
11 Contraceptives – Employer drops

UNION'S INSURANCE ISSUES

Union1 – See employer's insurance proposal package

Union2 – Cap on premiums - No

Union3 – Roll-back of OOP - No

Union4 – Dropped

Union5 – See employer's insurance proposal package

Union6 – Dropped

UNION'S WAGE ISSUES

Union1 **Tentative Agreement.** The University will agree to develop an MOU identifying that employees have the right to designate earnings into multiple accounts in order to assist those working less than 12 months to stabilize their income stream.

Union2 **Tentative Agreement.** We are open to looking at a meet and confer letter regarding UMD interpreter pay.

Union3 Dropped

Union4 Shift Differential – No

Union5 Dropped

Union6 An additional \$10 to be added to Uniforms in Unit 4/Local 3260

Union7 Technical contract progression step language – No

Union8 See employer's wage proposal below

Union9 MA/LPN - No

EMPLOYER'S WAGE ISSUES

Unit 4	7/1/2007	2.0 %
	7/1/2008	2.0 %
Unit 6	7/1/2007	1.75 %
	7/1/2008	1.75 %
Unit 7	7/1/2007	1.75 %
	7/1/2008	1.75 %

Date: August 11, 2009

To: Gladys McFarland, Business Agent
Joyce Carlson, Business Agent
From: Dana Chapman, Director of Benefits

Re: Frequent Fitness Incentive

The University will provide an incentive to eligible UPlan members **provided that such programs are available through Uplan participating health plans** ~~for the 2008 and 2009 calendar years~~ to encourage regular activity at a fitness center. The incentive will be up to \$20 per month toward the cost of membership dues. It **currently** will be delivered through fitness programs administered by Medica (Fit Choices) and HealthPartners (Frequent Fitness). The incentive will be in addition to any discount to which the member is otherwise entitled.

There are at least three significant areas of differences between the two frequent fitness programs including:

- Differences in the networks of fitness centers.
- A difference in the number of incentives that can be paid per fitness center membership.
- A difference in the number of visits per month required to qualify for an incentive.

The University is working with the health plans to determine where there is flexibility to resolve differences, where there is not, and whether changes should be made.

The University is working with Medica and HealthPartners to encourage the inclusion of University recreation centers in their programs, as well as other fitness centers that are located close to our coordinate campuses. We cannot, however, guarantee what centers will be included. As is the case with medical and dental plan provider networks, the health plans contract with the centers directly and control the network of facilities.