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Title: **Minnesota, University of and Minnesota Teamsters Public & Law Enforcement Employees Union, International Brotherhood of Teamsters (IBT) Local 320 (2005)**

K#: **800378**

Location: **MN**

Employer Name: **Minnesota, University of**

Union: **Minnesota Teamsters Public & Law Enforcement Employees Union, International Brotherhood of Teamsters (IBT)**

Local: **320**

SIC: **8221**

NAICS: **611310**

Sector: **S**

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

UNIVERSITY OF MINNESOTA

AND THE

**MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES UNION
LOCAL 320**

Effective

July 1, 2005 through June 30, 2007

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ARTICLE I -- PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of the 19th day of August, 2005, between the University of Minnesota, hereinafter called the "employer," and the Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320, hereinafter called the "union." It is the intent and purpose of this agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning agreement's interpretation and/or application; and
- 1.3 Place in written form the parties' complete agreement upon terms and conditions of employment for the duration of this agreement.

The employer and the union through this agreement shall continue their dedication to the highest quality of public service to the University of Minnesota. Both parties recognize this agreement as a pledge of this dedication.

The parties further recognize that this agreement is not intended to modify any of the discretionary authority vested in the Regents of the University of Minnesota by Statutes of the State of Minnesota.

The parties agree that this contract shall supersede the University of Minnesota Civil Service Rules.

ARTICLE II -- RECOGNITION

- 2.1 The employer recognizes the union as the exclusive representative, under Minnesota Statutes, Section 179A.11, Subdivision 1, for all Human Resources who are assigned to the following job classifications, whose employment exceeds the lesser of fourteen (14) hours per week or thirty five percent (35%) of the normal work week and more than sixty seven (67) work days per year, but excluding students, managerial, supervisory, and confidential employees, and other employees excluded by Minnesota Statutes 179A.01-179A.25.

6031	Art Museum Preparator
6038	Assistant Farm Animal Attendant
6040	Assistant Gardener

6022	Athletic Grounds Worker
6006	Attendant
6066	Automotive Mechanic
6082	Baker
6021	Locksmith
6025	Building and Grounds Worker
6074	Cook
6085	Copy Center Equipment Operator
6051	Crane Operator
6095	Delivery Service Driver
6005	Distribution Worker
6094	Duplicating Equipment Operator
6057	Elevator Mechanic
6039	Farm Animal Attendant
6037	Farm Equipment Operator
6071	Food Service Worker
6041	Gardener
6052	General Mechanic
6023	Guard
6092	Hazardous Materials Disposal Specialist
6091	Heating Control Specialist
6079	Heavy Equipment Mechanic
6050	Heavy Equipment Operator
6099	Icemaker
6086	Intercollegiate Athletic Equipment Worker
6042	Junior Operating Engineer
6083	Junior Cashier/Food Aide
6070	Kitchen Helper
6062	Laboratory Animal Attendant
6060	Laboratory Attendant
6012	Laborer
6088	Lead Copy Center Operator
6002	Lead Icemaker, Mariucci Arena
6008	Lead Stores Clerk
6093	Library Bookbinder
6033	Location Attendant
6021	Locksmith
6055	Maintenance and Operations Mechanic
6058	Maintenance Brick and Stone Mason
6059	Maintenance Carpenter
6065	Maintenance Electrician
6087	Maintenance Equipment Operator
6097	Maintenance Insulator
6063	Maintenance Machinist

6069	Maintenance Painter
6075	Maintenance Plumber
6078	Maintenance Refrigeration Mechanic
6009	Maintenance Welder
6027	Maritime Worker I
6028	Maritime Worker II
6029	Mechanic 1
6032	Mechanic 2
6046	Mechanic 3
6054	Medical Center Maintenance and Operations Mechanic
6000	Millwright
6043	Operating Engineer
6024	Packer Helper
6048	Parking Attendant
6047	Parking Enforcement Officer
6045	Principal Operating Engineer
6003	Production Clerk
6007	Senior Attendant
6068	Senior Automotive Mechanic
6018	Senior Building and Grounds Worker
6001	Senior Cashier/Food Aide
6072	Senior Food Service Worker
6077	Senior Gardener
6053	Senior General Mechanic
6019	Senior Heating Control Specialist
6061	Senior Laboratory Attendant
6014	Senior Laborer
6026	Senior Library Bookbinder
6034	Senior Location Attendant
6035	Senior Maintenance Carpenter
6064	Senior Maintenance Electrician
6076	Senior Maintenance Painter
6073	Senior Maintenance Plumber
6020	Senior Maintenance Refrigeration Mechanic
6013	Senior Maintenance Welder
6056	Senior Medical Center Maintenance Mechanic
6044	Senior Operating Engineer
6049	Senior Parking Attendant
6084	Senior Production Clerk
6004	Senior Stores Clerk
6030	Senior Ventilation Mechanic
6096	Utility Worker
6080	Vending Machine Mechanic
6081	Vending Route Driver

6067	Ventilation Mechanic
6089	Washer Operator
6017	Waste Treatment Attendant

In the event the employer and the union are unable to agree as to the inclusion or exclusion of an existing, new, or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III -- DEFINITIONS

- 3.1 **UNION:** The Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320.
- 3.2 **EMPLOYEE:** A member of the exclusively recognized bargaining unit.
- 3.3 **EMPLOYER:** The University of Minnesota.
- 3.4 **OFFICIAL BULLETIN BOARD:** The official bulletin board shall be the web page of the Office of Human Resources.
(<http://www.umn.edu/ohr/employment/index.html>)
- 3.5 **PROBATIONARY POSITION:** Any position change resulting in a change in duties.
- 3.6 **ASSIGNMENT CHANGE:** A change of an employee's assignment within the same classification and the same department. Such change shall not require a new probationary period.
- 3.7 **TRANSFER:** A change of an employee from a position in one department to a position having the same classification in a different department, or a change of classification where the difference between the salary range maximums assigned to the classifications is not greater than four percent (4%). Such changes shall require a new probationary period.
- 3.8 **IMMEDIATE GEOGRAPHIC AREA:** Each of the distinct geographic areas listed here shall be separate immediate geographic areas:
 - 1) Twin Cities campus and the surrounding metropolitan area including Rosemount, Chaska, Excelsior, and Navarre
 - 2) Duluth campus
 - 3) Crookston campus and Northwest Research and Outreach Center
 - 4) Morris campus and West Central Research and Outreach Center

- 5) Southern Research and Outreach Center
- 6) North Central Research and Outreach Center
- 7) Southwest Research and Outreach Center
- 8) Lake Itasca Forestry and Biological Station
- 9) Cloquet Forestry Center
- 10) Rochester CEE Center
- 11) Hormel Institute, Austin
- 12) Bethel
- 13) Willmar
- 14) Becker

- 3.9 CALL BACK: When an employee is called back after completing a work day and leaving the work premises or a non-work day to work for a period of time not contiguous or connected with the employee's scheduled shift.
- 3.10 EARLY REPORT: When an employee is asked and/or required to report early for work that is contiguous and/or connected with the employee's scheduled shift.
- 3.11 SHIFT EXTENSION: When an employee is asked to remain at work beyond the end of the employee's scheduled shift to perform work that is contiguous and/or connected with the scheduled shift.

ARTICLE IV -- EMPLOYER SECURITY.

- 4.1 The union agrees that during the life of this agreement, it will not cause, encourage, participate in, or support any strike, slow-down, or other interruption of or interference with the normal functions of the employer.

ARTICLE V-- EMPLOYER AUTHORITY

- 5.1 The employer retains the sole right to operate and manage all personnel, facilities, equipment, and operating supplies; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this agreement.

Any term and condition of employment not specifically established or modified by this agreement shall remain solely within the discretion of the employer to modify, establish, or eliminate.

ARTICLE VI -- NON-DISCRIMINATION

- 6.1 The employer and the union agree that there shall be no discrimination by the employer or the union against employees because of race, color, creed, religion, national origin, sex, sexual orientation, or perceived sexual orientation, age, union affiliation, veteran status or marital status, or because of physical handicap with respect to a position the duties of which can be performed adequately by an individual with such a physical handicap without danger to the health or safety of the physically handicapped person or to others.
- 6.2 The employer and the union agree that all employees have a right to a work environment free of sexual harassment.
- 6.3 Sexual harassment is conduct as defined in 6.4, that has as its purpose or effect: (1) substantial interference with an individual's work performance; or (2) creation of an intimidating, hostile, or offensive working environment.
- 6.4 Sexual harassment encompasses a wide range of unwanted, sexually directed behavior including:
- verbal harassment or abuse (perhaps in the guise of "humor")
 - subtle pressure for sexual activity
 - sexually directed remarks about a worker's clothing, body, or sexual activities
 - unwanted touching, patting, or pinching
 - leering or ogling at a worker's body
 - demanding sexual favors accompanied by implied or overt threats
 - physical assault

ARTICLE VII -- UNION SECURITY

- 7.1 The employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly union dues. Upon the request of the union, the employer shall deduct a fair

share fee from the wages of employees who are not union members as required by law. Such monies shall be remitted biweekly to the union.

- 7.2 The employer shall prepare a letter to be given to each new employee. Said letter shall describe the employee's rights under the Public Employment Labor Relations Act, specifically the employee's responsibility concerning "fair share" as defined in Minnesota State Statutes 179A.06, Subdivision 3.
- 7.3 The union may designate employees in the bargaining unit to act as stewards and/or alternates and shall inform the employer in writing of such choices and changes in the positions of stewards and/or alternates.
- 7.4 Stewards shall be permitted reasonable time to perform and discharge the duties which are properly assigned to them under the terms of this agreement. With notice to and approval of his/her supervisor, the steward shall be permitted reasonable time to investigate and process grievances on University property without loss of time or pay during regular working hours in accordance with Article 8.3 of this agreement.
- 7.5 Identified business agents of the union shall have the right to enter the facilities of the employer so long as said visits do not interfere with the job duties and responsibilities of an employee.
- 7.6 The employer shall make designated posting space available in each first level supervisor's area in the bargaining unit for the purpose of posting notices on union meetings, union elections, election returns, union appointment to office, and union recreational or social affairs. The union agrees that notices other than those specified in this article must be submitted to the employer for approval prior to being posted. The employer agrees to provide the union with one (1) glass enclosed, locked bulletin board, in Lund Hall at the University of Minnesota, Duluth, for the purpose of posting union information.
- 7.7 Employee lists: Upon written request no more frequently than semi-annually, the employer agrees to furnish the union and/or the stewards a list of names and classifications of the employees covered by this agreement. A listing of new hires shall be provided to the union on a monthly basis.
- 7.8 The union agrees to indemnify and hold the employer harmless against any and all claims, suits, orders, and judgments brought or issued against the employer as the result of the action taken or not taken by the employer under the provisions of this Article.

- 7.9 The Employer agrees that Union members may attend the regular monthly Local Union meeting during working hours on leave without pay, after notifying the employee's immediate supervisor at least forty-eight (48) hours in advance. The Employer may limit the number of employees who may be gone from the work location at one time. The employee may elect to use accumulated vacation time or accumulated compensatory time as scheduled and approved by his/her supervisor in advance.

ARTICLE VIII -- GRIEVANCE PROCEDURE

- 8.1 Definition of a grievance.

A grievance is defined as an alleged violation of the specific terms and conditions of this agreement.

- 8.2 Union Representatives.

The employer will recognize only stewards or Business Agents of the union as the grievance representative of the bargaining unit having the duties and responsibilities established by this article, provided however, that nothing in this procedure shall be construed as denying any employee the legal right to present his/her own grievance to the employer through Step 2 of this procedure. An employee so choosing to present his/her own grievance shall sign written notice, prior to or at the presentation, and the employer agrees to notify the union in writing of the Step 2 solution of any grievance so presented.

- 8.3 Processing of a Grievance.

It is recognized and accepted by the union and the employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee, a steward, and where appropriate, the Chief Steward and other applicable parties, shall be allowed a reasonable amount of time without loss of pay for the presentation of a grievance to the employer during normal working hours provided that the employee and the steward have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the employer.

Stewards or witnesses participating in an actual grievance presentation on paid or unpaid time may earn seniority up to forty (40) hours per week as long as appropriate documentation is provided by the union.

8.4 Procedure.

Grievances, as defined by Section 8.1, shall be received solely in conformance with the following procedure:

A grievance involving discharge, regardless of the step at which it is initiated, must be initiated within fourteen (14) calendar days after receipt of termination notice. All other grievances, regardless of the step at which they are initiated, must be initiated within twenty-one (21) calendar days from the date the employee, through the use of reasonable diligence, had or should have had knowledge of the event(s) giving rise to the grievance.

Grievances relating to suspension or discharge shall be initiated at Step 2 of the grievance procedure (Article 11.7). In grievances involving discharge, step 2 may be waived by the mutual agreement of the union and Employee Relations.

Step 1. An employee claiming a violation concerning the interpretation or application of this agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, or within fourteen (14) calendar days in grievances involving discharge present such grievance in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated and the remedy requested, to the employee's supervisor as designated by the employer. In the event the first (1st) step supervisor is not involved in the grievance, the grievance shall move to Step 2. Within fourteen (14) calendar days after receipt of the written grievance, the supervisor shall give the employee the Step 1 answer in writing. A grievance not resolved in Step 1 shall be appealed to Step 2 within seven (7) calendar days after the supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the union within seven (7) calendar days shall be considered waived. By the mutual agreement of Employee Relations and the union, a grievance unresolved at Step 1 may be appealed directly to Step 3, within seven (7) calendar days of the supervisor's Step 1 answer.

Step 2. If appealed, the written grievance shall be presented by the union to the Department Head or his/her designee. Within fourteen (14) calendar days of receiving the written grievance, he/she shall have a meeting with the aggrieved employee and the steward. The appropriate Human Resources

Department Representative shall be present to make a written record of the proceedings and to assist the department.

The Department Head or his/her designee shall give the union the employer's Step 2 answer in writing within fourteen (14) calendar days after such meeting. A grievance not resolved in Step 2 may be appealed to Step 3 within seven (7) calendar days following the Department Head's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the union within seven (7) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the union to the Director of Employee Relations or his/her designee. This person shall have a meeting with the employee, the Business Agent of the union, and the Department Head or his/her designee. This meeting shall be scheduled and held within thirty (30) calendar days of the receipt of the notice of appeal. The Director of Employee Relations or his/her designee shall give the union the employer's answer in writing within fourteen (14) calendar days after such meeting. A grievance not resolved at Step 3 may be appealed to Step 4 within fourteen (14) calendar days following the employer's final answer at Step 3. Any grievance not appealed in writing to Step 4 by the union within fourteen (14) calendar days shall be considered waived.

By the mutual agreement of Employee Relations and the union, a grievance may be submitted for mediation before the Bureau of Mediation Services at anytime prior to the Step 4 hearing.

Step 4. A grievance unresolved at Step 3 and appealed to Step 4 by the union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances."

8.5 Arbitrator's Authority.

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the employer and the union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The

arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the employer and the union and shall be based solely on the arbitrator's interpretation or application of the express terms of this agreement and to the facts of the grievance presented.

- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the employer and the union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

8.6 Waiver.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the employer's last answer. If the employer does not answer a grievance or an appeal thereof within the specified time limits, the union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the employer and the union in each step.

ARTICLE IX -- SAVINGS CLAUSE

- 9.1 This agreement is subject to the laws of the United States, and the State of Minnesota. In the event any provision of this agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party. All other provisions of this agreement shall continue in full force and effect.

ARTICLE X -- SENIORITY

- 10.1 Total seniority shall be the length of continuous employment with the employer.
- 10.2 Primary seniority for employees shall be the continuous length of time in a particular classification in an assigned first (1st) level supervisor's area.
- 10.3 Master seniority shall be the continuous length of time in a particular classification in the bargaining unit within an IMMEDIATE GEOGRAPHIC AREA.
- 10.4 Job Series Seniority shall be the continuous length of time in all classifications within an identified job classification series within a department.
- 10.5 The employer shall post on the Office of Human Resources web site a current master seniority roster and a current primary seniority roster every six (6) months. An electronic copy of the report will be sent to the Union and Union Stewards. The employer shall run the seniority roster at the end of the first pay period of the fiscal year and at the end of the first pay period of the calendar year.
- 10.6 Employees shall have thirty (30) calendar days after posting of the seniority lists to raise objections to their seniority ratings. Any employee failing to appeal/grieve the seniority data as shown on such lists within the thirty (30) calendar day period shall be considered to have confirmed the seniority as listed.
- 10.7 An employee receiving Workers' Compensation benefits shall continue to accrue seniority for the entire period of absence.
- 10.8 Employees laid off and opting to bump shall resume former classification seniority upon their re-entry into the former title provided there is no break in service.
- 10.9 Specific applications of seniority rights are contained in the following Articles:

Article VIII Grievance Procedure, Section 8.3

Article XII Probationary Period, Section 12.1 and 12.3

Article XIV	Work Week and Shift Assignment, Section 14.12
Article XVI	Overtime, Section 16.4
Article XVII	Call Back, Section 17.2
Article XVIII	Vacation and Sick Leave, Section 18.3
Article XIX	Leaves of Absence, Section 19.11
Article XXV	Job Posting, Section 25.4 and 25.7
Article XXVI	Layoff and Recall
Article XXVII	Lateral Transfers, Section 27.1
Article XXIX	Holidays, Section 29.5
Article XXX	Temporary Assignment, Section 30.1 and 30.2
Article XXXI	Classification, Section 31.6
Article XXXIV	Reinstatement, Section 34.1

ARTICLE XI – DISCIPLINE

11.1 The employer will discipline employees for just cause only. Disciplinary action will be in the form of:

- a) oral reprimand;
- b) written reprimand;
- c) suspension without pay; or
- d) discharge.

Both the employer and the union agree that the above list of types of disciplinary action is not meant to imply a sequence of events.

Disciplinary action taken by the employer shall be done in a manner that will not intentionally embarrass the employee before other employees or the public, except that action taken in accordance with Articles 11.3 and 11.5 shall not be in violation of this provision.

- 11.2 Suspensions and discharges will be in written form.
- 11.3 Written reprimands, notices of suspension, and notices of discharge to become part of an employee's Human Resources file shall be presented in the presence of a union steward or Business Agent, if the employee requests his/her presence, and acknowledged by signature of either the employee, steward, or Business Agent. The disciplined employee and the union will receive a copy of such reprimands and/or notices. When an employee has not reported for work or has left the work site, the notice may be delivered by certified mail.
- 11.4 Disciplinary actions entered into an employee's Human Resources file shall be removed after one work year (2080 straight time hours paid), if no further disciplinary actions have been taken during that year. Records of suspension shall be retained in the official personnel file for eighteen (18) months, with the exception of suspensions for issues related to sexual or racial harassment or physical violence, which shall be retained in the employee's official personnel file for five (5) years.
- 11.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the employer. Permission must be secured from the supervisor if this would occur during work time. An individual's personnel file is that maintained by the Human Resources Department in addition to the vacation and sick leave records maintained by each operating department.
- 11.6 An investigation involving possible disciplinary action defined in Article 11.1 will not begin until the employee has been given an opportunity to have a Union Representative present at such questioning.
- 11.7 Grievances relating to suspension or discharge shall be initiated by the union at Step 2 of the grievance procedure under Article VIII. In grievances involving discharge, Step 2 may be waived by the mutual agreement of the Union and Employee Relations. Any employee found to be unjustly suspended or discharged shall be reinstated and shall suffer no financial loss.

ARTICLE XII -- PROBATIONARY PERIOD

- 12.1 All newly hired employees shall be required to serve a period of job probation. An Employee shall accumulate seniority from his/her date of hire, but it shall not be available to use until completion of this initial

probationary period. Additionally, any employee moving to a different position shall be subject to a new probationary period. No probationary period shall be required of an employee who bumps back into any position in a class in which he or she has previously passed probation. No probationary period shall be required of an employee who returns within five (5) years to a position in a class within the department in which he/she has previously passed probation. Employees who have not completed an initial probationary period and are serving a new probationary period as a result of moving to a different position shall accumulate seniority during such a probationary period and this seniority shall be available for use. All probationary periods shall be for seven hundred and twenty (720) straight time compensated hours, except:

- 1) Employees who are promoted to a new position and remain in the same department within the same classification series shall serve a probationary period of three hundred and sixty (360) straight time compensated hours in the new position,
- 2) Seasonal employees who are hired at the Cloquet Forestry Center, the Arboretum and the Research and Outreach Centers shall serve a probationary period of one thousand one hundred and twenty (1120) straight time compensated hours in the new position.

Note: "Straight time compensated hours" shall not include hours paid for Worker's Compensation.

- 12.2 During any period of job probation in this unit, an employee shall not have access to the grievance procedure for the purpose of grieving failure to pass probation unless the employee charges that such failure to pass probation is in violation of Article VI. Grievances of this type must be filed within 14 calendar days of receipt of the failure to pass probation notice. An employee who has already passed a probationary period for one position and is failing to pass probation during the probationary period for a position to which the employee has been promoted or transferred shall have the right to return to his or her former position.
- 12.3 A new employee who is promoted by the employer's action during his/her initial probationary period shall be considered to have passed this initial probationary period after successfully completing a combined total of seven hundred and twenty (720) straight time compensated hours in both the original position and the position to which he/she was promoted. An employee who successfully completes his/her initial probationary period in this manner, and who later fails to pass probation in the new position (such probationary period being a total of seven hundred and twenty (720)

straight time compensated hours from the date of appointment to the new position) shall have the right to return to the former position with seniority credit for hours worked in the new position. An employee returned to the original position prior to the successful completion of the total of seven hundred and twenty (720) straight time compensated hours in both positions shall be considered as still serving his/her initial probationary period, and this probationary period shall continue until he/she has successfully completed the total of seven hundred and twenty (720) straight time compensated hours in both positions.

- 12.4 The supervisor shall use the probationary period to inform employees of their job responsibilities and duties and of the departments' expectations; to evaluate the employee's work performance; and to inform employees of their work performance.

ARTICLE XIII -- CONSTITUTIONAL PROTECTION

- 13.1 Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE XIV -- WORK WEEK AND SHIFT ASSIGNMENT

- 14.1 The normal full-time work period for employees shall consist of forty (40) hours in a seven (7) day period as determined by the needs of the department. All employees, except for those in agricultural operations and those in the Maritime Worker classifications, shall be scheduled so as to receive at least two (2) consecutive days off during a fourteen (14) calendar day period. The employer agrees to make every effort to schedule employees to a five (5) day schedule where such schedules meet both the needs of the employer and the desires of the employees.
- 14.2 The normal full-time work day and normal full-time work shift shall consist of eight and one-half (8 1/2) consecutive hours, and shall include an unpaid thirty (30) minute lunch period. Employees who are required by the employer to remain at their work location throughout their entire work shift shall have a normal work day and a normal work shift consisting of eight (8) consecutive hours.
- 14.3 There shall be no split shifts for full-time employees except in dairy operations at the Research and Outreach Centers. A full-time employee

- who is assigned to work a split shift shall be compensated by earning the regular rate of pay for each hour worked, and, additionally, shall receive fifteen (15) minutes straight time pay for each full one (1) hour worked of the second one-half of the split shift.
- 14.4 Employees working a continuous rotating shift schedule, or a regularly scheduled alternating shift pattern, shall be allowed at least eight (8) hours time off between shifts, except that this shall not limit the employer's authority to extend work shifts when necessary. A continuous rotating shift schedule is one in which all shifts are rotated through all twenty four (24) hours of a day on a regular, recurring basis. A continuous alternating shift pattern is one in which more than one shift is alternated through on a regularly recurring scheduled basis.
- 14.5 All employees shall be granted a fifteen (15) minute coffee or rest period during each four (4) consecutive hours of work. Employees required to extend their normal full time work shift shall be allowed a reasonable rest period.
- 14.6 If it is necessary to implement permanent changes in work schedules (other than for reasons beyond the employer's control), the employer shall notify the union at least thirty (30) calendar days prior to implementation.
- 14.7 Scheduled shifts shall not be changed to avoid overtime.
- 14.8 An employee required to report, and who does report, for a normal full-time work shift shall be entitled to at least four (4) hours work, or four (4) hours pay if work is not available. An employee excused from work due to illness or at his/her own request shall not receive this minimum.
- 14.9 Employees in the classes of Food Service Worker, Senior Food Service Worker, Cook, and Building and Grounds Worker shall be put on "B" or other appropriate term appointments when the employer has reasonable reason to believe that such employees shall be employed for only the nine (9) months of the normal academic year.
- 14.10 Employees on "B" term or other special term appointments shall accrue and have available for use sick and vacation benefits during any period they are required to work.
- 14.11 Employees appointed on miscellaneous hourly appointments shall be placed on designated percentage of time appointments if they are scheduled to work fifty percent (50%) time or more for a period exceeding three (3) consecutive pay periods.

- 14.12 Employees who are placed on an on-call status shall be assigned work by order of seniority. Work offered and refused shall be noted.

ARTICLE XV -- CLEAN UP AND REPORTING TIME

- 15.1 Employees whose payroll is computed from time clocks are restricted from punching in to work except during the six (6) minute period before the start of the work shift; and punching out of work except during the six (6) minute period after the scheduled work shift, unless overtime has been authorized by the appropriate supervisor.
- 15.2 Employees shall be allowed a reasonable clean up time before the end of each shift.

ARTICLE XVI -- OVERTIME

- 16.1 For employees other than Dining Services employees:

Employees will be compensated in pay or equivalent time off (at the employee's option) at one and one-half (1½) times the employee's regular base rate for hours worked in excess of the employee's normal full-time work period as specified in Article 14.1. However, when an employee's accumulated time off equals one hundred and twenty (120) hours, the employer shall have the option of determining whether the employee will be compensated in pay or equivalent time off for the period of time that the accumulated hours remain at or above the one hundred and twenty (120) hour level. Equivalent time off must be taken at a time that is mutually agreed between the employee and his/her immediate supervisor. The employer may choose to pay out all accumulated compensatory time off, except for sixty (60) accumulated hours, on or after the employee's anniversary date in any fiscal year.

For Dining Services employees:

Employees will be compensated in pay or equivalent time off (at the employee's option) at one and one-half (1½) times the employee's regular base rate for hours worked in excess of the employee's normal full-time work period as specified in Article 14.1. However, when an employee's accumulated time off equals two hundred forty (240) hours, the employer shall have the option of determining whether the employee will be

compensated in pay or equivalent time off for the period of time that the accumulated hours remain at or above the two hundred forty (240) hour level. Equivalent time off must be taken at a time that is mutually agreed between the employee and his/her immediate supervisor. The employer may choose to pay out all accumulated compensatory time off, except for sixty (60) accumulated hours, on or after the first of September of any academic year.

The provisions of Articles 16.1 and 16.2 are not applicable to employees in the classifications of Maritime Worker I and II. Such employees shall be compensated in accordance with applicable federal law.

- 16.2 Compensation for each continuous hour worked in excess of twelve (12) consecutive hours shall be paid at the rate of double (2) times the employee's regular rate of pay.
- 16.3 Employees shall not work overtime unless authorized to do so by the assigned supervisor.
- 16.4 Overtime shall be voluntary, based on master seniority within an assigned first level supervisor's area, but may be assigned on the basis of inverse seniority, within a classification, and assigned to the first level supervisor's area. Or, at the supervisor's option, prior to assigning overtime to the least senior, the overtime may be offered by master seniority in another supervisor's area (or supervisor's areas). This provision shall not be construed to require the employer to break in on work in progress, nor shall it be construed to require either a call back or the assignment of an employee not qualified to do the work. Overtime offered, but refused, shall be noted for purposes of overtime rotation.
- 16.5 In those first level supervisors' areas where overtime hours worked by employees are currently posted on a quarterly basis, such postings shall continue.
- 16.6 Overtime which can reasonably be scheduled at least seven (7) days in advance of its occurrence shall be posted in the first level supervisor's area in which the overtime is to be worked.
- 16.7 Overtime will be calculated to the nearest one-tenth (1/10) hour.
- 16.8 Employees who are authorized to work two (2) or more hours beyond their regular quitting time into the next shift shall be granted a fifteen (15) minute rest period before they start to work on the next shift unless

emergency conditions would make granting this rest period unreasonable. In addition, they shall be granted the rest periods that would normally occur during that shift.

- 16.9 Any employee required to report for assigned overtime of a duration of more than four (4) hours shall be guaranteed at least four (4) hours at time and one-half, if the assigned overtime work is not available.
- 16.10 No Pyramiding. Compensation shall not be paid more than once for the same hours under any provisions of this agreement.
- 16.11 Scheduled overtime does not, under any circumstances, qualify for call back pay.

ARTICLE XVII -- CALL BACK

- 17.1 Employees called back to work after having completed a work day, or on a non-work day shall be granted a minimum of four (4) hours at time and one-half. An extension or early report to a regularly scheduled shift does not qualify the employee for the call back minimums.
- 17.2 Assignments that qualify as call back, early report, or extended shift shall be made according to seniority, except in those circumstances where the assignments could not be reasonably anticipated.

ARTICLE XVIII -- VACATION AND SICK LEAVE

- 18.1 Employees working on a pre-arranged and assigned schedule of fifty percent (50%) or more shall earn vacation for each straight time hour worked according to the following schedule:

Hours of Service	(Years of Service Equivalent for 100% Time Employees)	Hourly Accrual Rate	(Monthly Accrual Rate Equivalent for 100% Time Employees)
0 - 10,400	(0 - 5)	3.00 minutes	(1 day)
10,401 - 16,640	(6 - 8)	3.75 minutes	(1.25 days)
16,641 - 24,960	(9 - 12)	5.25 minutes	(1.75 days)
24,961 - 41,600	(13 - 20)	5.65 minutes	(1.875 days)
41,601 - 52,000	(21 - 25)	6.00 minutes	(2 days)
52,001 - 62,400	(26 - 30)	6.375 minutes	(2.125 days)
62,601 - up	(31 plus)	6.75 minutes	(2.25 days)

- 18.2 Employees shall accrue vacation from their date of hire. Vacation requests must be processed in accordance with those regulations included under Article 18.3.
- 18.3 Vacation periods shall be selected annually on the basis of primary seniority until March 15 of each vacation year for the first request. Supervisors shall attempt to grant vacations as desired by employees, subject to the convenience and operating needs of their areas. Vacation requests (other than annual) shall be approved or denied in writing within five (5) work days of the receipt of the written request by the appropriate supervisor. If the supervisor is unavailable, his/her designee will respond within these guidelines.
- 18.4 Employees who are unable to work due to illness and who have exhausted their sick leave accrual shall be allowed to use vacation leave or may be allowed a leave without pay not to exceed one hundred sixty (160) hours two (2) pay periods prior to being required to use vacation leave.
- 18.5 The maximum number of accumulated vacation hours for any employee shall not exceed the number of vacation hours that may accrue within a two (2) year period.

- 18.6 Employees working on a pre-arranged and assigned schedule of fifty-percent (50%) or more shall earn three (3) minutes of sick leave for each straight time hour worked.
- 18.7 With appropriate approval, vacation/sick leave may be used in the same pay period in which it is earned.
- 18.8 Employees reaching a sick leave accumulation of four hundred (400) hours may have one quarter (1/4) of any sick leave earned thereafter credited to their vacation accumulation, provided that their sick leave accumulation remains above four hundred (400) hours. Employees reaching a sick leave accumulation of eight hundred (800) hours may have one half (1/2) of any sick leave earned thereafter credited to their vacation accumulation, provided that their sick leave accumulation remains above eight hundred (800) hours.
- 18.9 Supervisor shall approve the use of accumulated sick leave by an employee who is unable to work for reason of illness, injury, or pregnancy; who would expose fellow employees or the public to contagious or infectious disease; for required medical or dental care; or due to the illness of a spouse, same sex registered domestic partner, or minor dependent children of the employee, for such reasonable periods as his/her attendance may be necessary. In addition, employees may utilize up to five (5) days of sick leave per incident to care for the employee's ill parent. Sick leave to arrange for necessary nursing care for birth or adoption of a child shall be limited to not more than three (3) days. Supervisors may at their sole discretion approve use of sick leave to arrange nursing care for a member of the immediate family. Immediate family shall include spouse, registered same sex domestic partners, parents of spouse, and the parents, guardian, children, brothers, sisters, or wards of the employee. Supervisors may require a doctor's statement, or other evidence to substantiate the employee's inability to perform work for any use of sick leave of three (3) days or more, or if there is reasonable reason to believe that sick leave is being used inappropriately.
- 18.10 Employees shall make a reasonable effort to schedule medical and dental appointments outside of work hours when possible. When it is necessary to schedule such appointments within work hours, employees shall not be required to report for work prior to the appointment except where there is a reasonable expectation that they should be able to perform duties that day. Employees shall advise their supervisor of pre-scheduled medical and dental appointments in advance of the day the appointment is scheduled.

- 18.11 Employees shall make requests for sick leave by telephone or in writing before or as soon as possible after their scheduled reporting time. If it is possible to determine that the condition necessitating the request for sick leave will continue for more than one (1) work day, the employee may so inform his/her supervisor, and upon receiving substantiation, the supervisor may authorize the use of sick leave for a specified number of days, during which time the employee shall not be required to make daily requests for sick leave. If it should become necessary for the employee to request an extension to an authorized period of sick leave, the employee shall make such a request during the hours of their normal work shift preceding the shift in which they are scheduled to return to work, or as soon as possible after their scheduled reporting time. In the event that the condition upon which the employee's use of sick leave was authorized changes to the extent that the use of sick leave is no longer valid, it shall be the employee's responsibility to so notify his/her supervisor immediately upon such change and arrange to return to work.
- 18.12 If an employee becomes ill or disabled while on vacation, his/her vacation shall be changed to sick leave, for the period of the illness or disability, upon satisfactory notice to his/her supervisor. Such notice shall be given to the supervisor as soon as possible after the illness or disability occurs.
- 18.13 Any employee transferring from one position to another shall retain all accrued vacation and sick leave.
- 18.14 Any employee who is about to lose vacation leave because he/she has been denied a vacation request and will therefore reach the maximum accumulation shall be entitled to take such vacation as necessary to prevent such loss upon advance notice of seven (7) calendar days to his/her supervisor. Alternatively, the employee in this situation shall be allowed to cash out up to five (5) days of vacation.
- 18.15 An employee leaving for an approved period of vacation leave shall be eligible to receive a contingency check to cover estimated monies which would be due during such leave on the last day of work before starting vacation, provided that such a check is requested at least two (2) calendar weeks prior to the start of the vacation period, the vacation period is for a duration of at least five (5) work days, and that the employee's normal payday falls within the vacation period.
- 18.16 Upon separation from the University, all employees with ten (10) or more years of service in the bargaining unit and eighty (80) hours or more of accrued vacation time shall have their unused vacation and compensatory

time accrual paid directly into a post-retirement health care account. The program will go into effect on April 1, 2006.

ARTICLE XIX -- LEAVES OF ABSENCE

- 19.1 Request for Leave of Absence Any request for a leave of absence other than for vacation and sick leave shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization or denial shall be furnished in writing to the employee by his/her immediate supervisor. Any request for a leave of absence without pay of less than thirty (30) working days shall be submitted by the employee at least ten (10) working days in advance of the time the leave is requested to begin and answered in writing by the immediate supervisor not later than three (3) working days after the leave is requested. A request for a leave of absence without pay of more than thirty (30) working days shall be submitted at least fifteen (15) working days in advance of the beginning of the leave and answered in writing by the immediate supervisor not later than five (5) working days after the leave is requested.
- 19.2 Court Appearance and Voting Leave The employer shall grant paid leaves of absence for service on a jury, appearance before a court in response to a subpoena, official requests from a legislative committee, or other judicial or quasi-judicial body as a witness, court attendance in connection with an employee's official duties, and pre-induction examination conducted within the state by any branch of the armed forces authorized by law. Any employee who is entitled to vote at any statewide general election or at any election to fill a vacancy in the office of representatives to Congress shall be entitled to absent himself/herself from work for the purpose of voting during the forenoon of such election day without penalty or deduction from his/her salary or wages on account of such absence.
- 19.3 Chemical Abuse Program When an employee is enrolled in a University run chemical abuse program, he/she shall receive paid time off to attend.
- 19.4 Parental or Adoption Leave Employees who have completed nine (9) consecutive months of employment and at an average of twenty (20) hours or more paid work time per week are eligible for parental leave (paid time off). The employee must give notice of intent to use parental leave to

his/her supervisor at least four (4) weeks in advance, except under unusual circumstances.

An adopting male or female parent may take two (2) weeks, which can commence no sooner than two weeks before the arrival of the child to within six (6) weeks after receiving the child. This leave must be consecutive and without interruption and must be taken during the term of appointment.

A biological female parent may take two (2) weeks and up to twenty (20) days of accumulated sick leave which can commence no sooner than two weeks prior to the anticipated delivery date to within six (6) weeks after birth. This leave must be consecutive and without interruption and must be taken during the term of appointment.

A biological male parent may take two (2) weeks, which can commence no sooner than two weeks prior to the delivery date to within six (6) weeks after birth. This leave must be consecutive and without interruption and must be taken during the term of appointment.

- 19.5 Maternity Leave Pregnant employees who have exhausted their sick leave accruals, or who decline to utilize their sick leave, shall be granted a maternity leave of absence without pay upon request. The leave shall commence at a time requested by the employee and shall continue for a maximum of six (6) months. There shall be no policy requiring the termination of pregnant employees which is based upon a specific number of months of pregnancy. Employees returning from a maternity leave shall be reinstated to their original job or to a position of like status and pay. A maternity/paternity or adoption unpaid leave of absence shall be granted for a period of up to six (6) months, when requested in conjunction with the birth or adoption of a child to an employee who is a biological parent or adoptive parent.
- 19.6 FMLA Leave An employee shall be granted up to twelve weeks unpaid leave for eligible leave requests as provided in the Family and Medical Leave Act. During the period of the leave, the employer shall continue to make the employer's contribution to the employee's health insurance as though the employee were on payroll.
- 19.7 Military Leave Military leave shall be granted in accordance with state and federal law. Employees shall accumulate seniority during periods of military service.

- 19.8 Unpaid Leaves The employer may grant leaves of absence without pay for any reasonable purpose. An employee returning from an authorized leave of absence without pay will be returned to his/her former position if that position exists or, if that position does not exist, to a position of like status and pay.
- 19.9 Changes to Leave Status If the reasons and circumstances upon which an employee's leave of absence was granted change while he/she is on leave, he/she must immediately report to the employer to be reinstated or to request continuation of leave, based on the changed conditions. If the employee fails to so report or falsifies his/her report, he/she may be subject to disciplinary action in accordance with Article XI.
- 19.10 School Conferences An employee shall be granted up to sixteen (16) hours unpaid time per year for school conferences. If an employee has vacation or compensatory time off available for use, the employee may choose to use that leave for this purpose.
- 19.11 Unpaid Leave for Negotiations Time spent on an unpaid leave of absence shall not count towards an employee's seniority, except as allowed in Article 19.5, or unless the time was spent serving on the union's negotiating committee for the specific purpose of negotiating this labor agreement.

ARTICLE XX -- LEAVE FOR DEATH IN FAMILY

- 20.1 The employer will approve up to twenty-four (24) hours (3 workdays) of compensated funeral leave with pay in cases of death in the immediate family. This time will be deducted from sick leave or vacation leave. Supervisors may approve the use of additional time to be deducted from vacation leave. Immediate family shall include spouse, cohabitators, registered same sex domestic partners, children, stepchildren, parents, parents of spouse, and the stepparents, grandparents, guardian, grandchildren, brothers, sisters, or wards of the employee. In addition, with the approval of the supervisor, employees may use sick leave to serve as pallbearers or to attend funerals of individuals not identified above.

ARTICLE XXI -- WAGES

- 21.1 All classifications listed in Article 2.1 of this agreement will have their salary range increased by two and one-half percent (2.5%) effective July 1, 2005. Effective July 1, 2006, all employees in the Mechanic I, II and III classifications shall receive a one-time pay adjustment of \$.30 per hour added to the 2.5% increase. Effective July 1, 2006, all classifications listed in Article 2.1 of this agreement will have their salary range increased by an additional two percent (2%).

Effective January 1, 2007, all classifications listed in Article 2.1 of this agreement will have their salary range increased by an additional one percent (1%).

Effective January 1, 2006, all classifications listed in Article 21 of this agreement will have an additional 3% step added to the top of each salary range. Employees will receive the additional step after working two thousand and eighty (2080) hours from the previous top step.

- 21.2 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.

Active employees on July 1, 2006, shall receive a lump sum payment of \$300. The payment will be prorated based on the employee's FTE in effect on July 1, 2006.

- 21.3 Employees whose rates of pay are established according to Schedule "B," and are at the minimum rate for their class shall be advanced to the rate indicated under "probationary increase" for their class the first (1st) payroll period following completion of their probationary period, and shall be advanced to the next step for their class the first (1st) payroll period following their completion of one thousand forty (1040) hours of straight time service (or 1120 hours as provided in Article 12.1.2). Employees shall advance to the next step the first pay period following completion of two thousand eighty (2080) hours of straight time service at the "next step" rate.
- 21.4 Employees whose rates of pay are established according to Schedule "C" and are at the minimum rate for their class shall be advanced to the rate indicated under "PR" for their class in the first (1st) payroll period following completion of their probationary period, and shall be advanced to the

second step of the range for the class the first (1st) payroll period following their completion of two thousand eighty (2080) hours of straight time service. Employees will be advanced from the second step through the balance of the range, at the rate of one step for the completion of each two thousand eighty (2080) hours of straight time service, the first (1st) payroll period following each such completion, until they reach the maximum of the range for their class.

- 21.5 An exception to Article 21.4 shall be employees in the classification of Building & Grounds Worker, who shall be covered by the following provisions:

- A. Employees in the classification will move through the pay range after the completion of the required hours at each step as listed below.

<u>Hours</u>	<u>7/1/2005 Rates</u>	<u>1/1/2006 Rates</u>
Start	\$11.22	\$11.22
+720	\$11.32	\$11.32
+2080	\$12.55	\$12.55
+2080	\$12.75	\$12.75
+2080	\$13.49	\$13.49
+2080	\$14.26	\$14.26
+2080	\$15.22	\$15.22
+4160	\$15.82	\$15.82
+4160	\$16.49	\$16.49
+2080	N/A	\$16.98

- B. All progression increases required by this Article shall be effective the first (1st) payroll period following the completion of the required service.

When a current employee is placed in a classification within the Building and Grounds Worker Series, he/she shall be credited with the hours required to justify his/her initial salary placement within the Series for the purpose of determining his/her future progression increases. This provision relates to credit for progression increases only and does not affect credit for master seniority.

- 21.5 Stability Pay. Effective July 1, 1997, stability pay will be in effect for the unit recognized in Article 2.1 as follows for employees with more than five (5) years of service. A year of service shall consist of two thousand eighty (2080) straight time hours.

5 through 9 years completed -- upon completion of each year of service an employee will receive a lump sum payment of two hundred twenty five (\$225.00).

10 through 14 years completed -- upon completion of each year of service an employee will receive a lump sum payment of three hundred twenty five (\$325.00).

15 through 19 years completed -- upon completion of each year of service an employee will receive a lump sum payment of four hundred twenty five (\$425.00)

20 through 24 years completed -- upon completion of each year of service an employee will receive a lump sum payment of five hundred (\$500.00).

25 or more years completed -- upon completion of each year of service an employee will receive a lump sum payment of six hundred (\$600.00).

If stability payments are not made within thirty (30) days of the end of the payroll period in which they become due and payable, a contingency check for the payment will be processed at the request of the employee.

- 21.6 Paychecks for employees who have not elected Direct Deposit shall be distributed in envelopes. Employees who work second or third shifts shall be allowed to receive their paychecks at 2:00 p.m. on payday if they have made arrangements at least four (4) hours in advance.
- 21.7 A promotion shall occur when an employee is moved to a classification which has a salary range maximum at least four percent (4%) higher than the salary range maximum of his/her current salary range. A promoted employee must receive a salary increase of at least four percent (4%) or the minimum of the pay range for the new class, whichever is greater. In no event shall an increase be given that would place an employee's rate of pay above the maximum step of the salary range.
- 21.8 An employee who is involuntarily demoted shall retain his/her current salary or the rate of pay at the top of the pay range of the class to which he/she demotes, whichever is lower.
- 21.9 Retroactive payments required by this agreement shall be made no later than forty five (45) days from the date of signing.

ARTICLE XXII -- PREMIUM PAY

- 22.1 Effective June 21, 1999, employees working any assigned shift that begins before 6:00 a.m. or which ends after 7:00 p.m. shall receive a differential of fifty five cents (\$.55) per hour for all hours worked on that shift in addition to their regular rate of pay. Employees working a day schedule who are required to work overtime or who are called back to work for special projects shall not be eligible for the shift differential.

Effective June 21, 1999, an additional fifteen cents (\$.15) per hour, resulting in a shift differential of seventy cents (\$.70) per hour, shall be paid to all employees working an assigned shift that begins between 9:00 p.m. and 1:00 a.m.

- 22.2 Effective June 21, 1999, employees working a continuous rotating shift schedule, or a continuous alternating shift schedule shall receive the fifty five cent (\$.55) shift differential for all hours worked.
- 22.3 An employee scheduled to work a shift that is eligible for shift differential pay will receive the shift differential payment for an absence that is due to a legitimate usage of sick leave, if the employee has a minimum balance of twenty five (25) sick days accrued and available for use.
- 22.4 Employees in the following positions shall be augmented four percent (4%) above their normal rates of pay because they are routinely exposed to hazardous substances or harmful physical agents.

Lead Stores Clerks, Senior Stores Clerks, and Senior Laborers in the Chemistry Department who regularly mix chemicals or handle hazardous materials and waste generated by the labs.

Lead Stores Clerks and Senior Laborers in the Chemical Storehouse who regularly handle hazardous materials in the course of packing and shipping.

Hazardous Materials Disposal Specialists

- 22.5 Notwithstanding the provisions of Article 30.1, when an employee is required to operate any of the equipment listed below, he/she shall be compensated at the Heavy Equipment Operator rate for each full hour spent in the operation of such equipment. The equipment covered is as follows:

Cranes
Street Sweeper - 3 cubic yards or greater
Ford 550 Backhoe or equivalent
950B and Michigan 75B Loaders or equivalent
Road Graders
Diesel Locomotive Switch Engines
D-6 Caterpillars or equivalent

- 22.6 Notwithstanding the provision of Article 30.1, when an employee is required to operate any of the equipment listed below, he/she shall be compensated at the Maintenance Equipment Operator rate for each full hour spent in the operation of such equipment. The equipment covered is as follows:

Explosive or bulk volatile or radioactive waste chemicals hauled in any vehicle
Snowloader - self propelled windrow loader conveyor
Crawler Tractor - 30 horsepower or greater
Load Packer Truck - 18-25 cubic yard capacity
Front End Loader - 1 cubic yard bucket capacity or greater
Toter Truck - hauling trailers 40 feet or longer
Tandem Dump Truck - 10 cubic yards or greater
Aerial Bucket - over 30 foot boom
Tractor Trailer
Backhoe - 8 cubic foot digging bucket
Agricultural Combine - 4 rows or greater

- 22.7 Notwithstanding the provision of Article 30.1, when an employee is required to assume the full equipment operation responsibilities of the classification Delivery Service Driver, he/she shall be compensated at the Delivery Service Driver rate for each full hour spent in the operation of such equipment. (This provision excludes the classification of Senior Laborer, except when the assignment is for a duration of more than eight (8) consecutive hours, and Farm Equipment Operator.)
- 22.8 Employees, other than those in the class of Maintenance Insulator, shall receive a premium rate of fifty cents (\$.50) per hour when required to work in underground heating tunnels for each full hour spent assuming such duties.
- 22.9 An employee required to work two (2) consecutive Sundays shall be paid at the rate of time and one half the employee's regular rate of pay for all hours worked on the second (2nd) consecutive Sunday.

ARTICLE XXIII -- STANDBY

- 23.1 An employee shall be in an on-call status if his/her supervisor has instructed the employee, in writing, to remain available to work during an off duty period. An employee who is instructed to be in an on-call status is not required to remain in a fixed location, but must leave word where he/she may be reached immediately by telephone. Any employee who is instructed to remain in an on-call status shall be compensated for such time at the rate of fifteen (15) minutes straight time pay for each one (1) hour of on-call status. Such compensation shall be limited to four (4) hours of straight time pay per calendar day. An employee shall not receive on-call pay for hours actually worked. No employee shall be assigned to on-call status for a period of less than eight (8) hours.
- 23.2 Any employee who is in an on-call status and who is notified to report for work must report for work to the appropriate supervisor immediately upon being so notified. Any employee who is unable to report for whatever reason, within sixty (60) minutes may lose on-call compensation for the total off duty period.

ARTICLE XXIV – INSURANCE

SECTION 1. UNIVERSITY OF MINNESOTA EMPLOYEE INSURANCE PLAN (UPlan) During the life of this Agreement, the Employer agrees to offer a Group Insurance Program that includes medical, dental, life with matching accidental death and dismemberment, and disability coverages.

The UPlan will make a UPlan Summary describing these coverages available to all insurance eligible employees. The UPlan Summary shall be provided no less than biennially and prior to the beginning of the insurance year. New insurance eligible employees shall receive a UPlan Summary within thirty (30) days of their enrollment in the plan.

SECTION 2. ELIGIBILITY FOR GROUP PARTICIPATION This section describes eligibility to participate in the Group Insurance Program.

- A. Employees - Basic Eligibility. Employees may participate in the University of Minnesota Employee Insurance Plan if they are scheduled to work at the University with an appointment of at least fifty percent (50%) time and lasting at least three (3) months in duration.
- B. Employees - Special Eligibility. The following employees are also eligible to participate in the Group Insurance Program.

1. Employees with a Work-Related Injury/Disability. An employee who was off the University payroll due to work-related injury or work-related disability may continue to participate in the Group Insurance Program as long as such an employee receives Workers' Compensation payments, or while the Worker's Compensation claim is pending.
2. Totally Disabled Employees. Consistent with Minn. Statute 62A.148, certain totally disabled employees may continue to participate in the Group Insurance Program.
3. Retired Employees. An employee who retires from University service, at age 55 with five (5) years of service, age 50 with fifteen (15) years of service or at any age with thirty (30) years of service, who is eligible to maintain participation in the UPlan, may indefinitely maintain medical and dental coverage with the University at his/her own expense. Medicare coverage is primary for retirees over 65, and for totally disabled employees who qualify for Medicare, and must coordinate with the UPlan Retiree Medical plan options. If retired or totally disabled employees elect not to continue coverage in the UPlan at the time they leave employment, they may not elect to do so at a later date. (see also Section 5E.)

C. Dependents Eligible dependents for the purposes of this Article are as follows:

1. Spouse. The spouse of an eligible employee (if not legally separated). For the purposes of medical coverage, if that spouse works full time for an employer other than the University and elects to receive either credits or cash (1) in place of medical coverage; or (2) in addition to a medical plan with seven hundred fifty dollar (\$750) or greater deductible through his/her employing organization, s/he is not eligible to be a covered dependent under medical coverage for the purposes of this Article. If both spouses work for the University, one employee may elect family coverage and cover the other employee as a dependent.
2. Domestic Partner. For purposes of medical, dental and optional coverages, to the extent possible the registered same-sex Domestic Partner of an eligible employee, who meets the criteria in the University's Domestic Partner Registration process, shall be offered the same coverage as an employee's Spouse.
3. Children and Grandchildren. An eligible employee's unmarried dependent children and unmarried dependent grandchildren: (1) through age eighteen (18); or (2) through age twenty-four (24) if the child or grandchild is a full-time student at an accredited educational institution; or (3) a handicapped child or grandchild, regardless of age or marital status, who is incapable of self-

sustaining employment by reason of mental retardation, mental illness or physical disability and is chiefly dependent on the employee for support. The handicapped dependent shall be eligible to continue coverage as long as s/he continues to be handicapped and dependent, unless coverage terminates under the contract. Children or grandchildren of current employees who become handicapped after they are no longer eligible dependents under (1) and (2) above do not become eligible dependents due to their change in health status. Handicapped children or grandchildren of a newly hired University employee will be considered eligible dependents if there has been no break in coverage between the employee's coverage through the previous employer and the coverage under the UPlan.

"Dependent Child" includes an employee's: (1) biological child, (2) child legally adopted by or placed for adoption with the employee, (3) foster child, (4) stepchild, and (5) dependent child of the employee's registered same-sex Domestic Partner. To be considered a dependent child, a foster child must be dependent on the employee for his/her principal support and maintenance and be placed by the court in the custody of the employee. To be considered a dependent child, a stepchild or dependent child of a registered same-sex Domestic Partner must maintain residence with the employee and be dependent upon the employee for his/her principal support and maintenance.

"Dependent Grandchild" includes an employee's: (1) grandchild placed in the legal custody of the employee, (2) grandchild legally adopted by the employee or placed for adoption with the employee, or (3) grandchild who is the dependent child of the employee's unmarried dependent child. Under (1) and (3) above, the grandchild must be dependent upon the employee for principal support and maintenance.

If both spouses or registered same-sex Domestic Partners work for the University, either spouse or registered same-sex Domestic Partner, but not both, may cover their eligible dependent children or grandchildren. This restriction also applies to two divorced, legally separated, unmarried or registered same-sex Domestic Partner employees whose partnership has been terminated who share legal responsibility for their eligible dependent children or grandchildren.

- D. Continuation Coverage. Consistent with state and federal laws, certain employees, former employees, dependents, and former dependents may continue group medical, dental, and/or life coverage at their own expense

for a fixed length of time. As of the date of this Agreement, state and federal laws allow certain group coverages to be continued if they would otherwise terminate due to:

1. Termination of employment (except for gross misconduct);
2. Layoff;
3. Reduction of hours to an ineligible status;
4. Dependent child becoming ineligible due to change in age, student status, marital status, registered same-sex Domestic Partner status, or financial support (in the case of a foster child or stepchild);
5. Death of employee; or
6. Divorce.

SECTION 3. ELIGIBILITY FOR EMPLOYER CONTRIBUTION This section describes eligibility for an Employer Contribution toward the cost of coverage.

- A. **Full Employer Contribution - Basic Eligibility.** The following employees covered by this Agreement receive the full Employer Contribution:
1. Employees who are scheduled to work at least thirty (30) hours weekly for a period of three (3) consecutive months or more in any twelve (12) consecutive months.
 2. Employees who are scheduled to work at least thirty (30) hours weekly for at least nine (9) months in duration during any twelve (12) consecutive months, are eligible for the full employer contribution for the entire twelve (12) month period.
- B. **Special Eligibility.** The following employees shall also receive an Employer Contribution:
1. **Employees on Layoff.** An employee who receives an Employer Contribution, who has three (3) or more years of continuous service, and who has been laid off and elects not to participate in the University Layoff/Severance Program, remains eligible for an Employer Contribution and all other benefits provided under this Article for six (6) months from the date of layoff.
 2. **Work-Related Injury/Disability.** An employee who receives an Employer Contribution and who is off the University payroll due to a work-related injury or a work-related disability remains eligible for an Employer Contribution as long as such an employee receives Workers' Compensation payments.
- C. **Maintaining Eligibility for Employer Contribution.**
1. **General.** An employee who receives an Employer Contribution maintains that eligibility as long as the employee meets the Employer Contribution eligibility requirements, and appears on a University payroll for a least one (1) full working day during each payroll period. This requirement does not apply to employees who

receive an Employer Contribution while on layoff as described in Section 3B1, or while eligible for Workers' Compensation payment as described in Section 3B2.

2. Unpaid Leave of Absence. If an employee is on an unpaid leave of absence, vacation leave, compensatory time, or sick leave cannot be used for the purpose of maintaining eligibility for an Employer Contribution by keeping the employee on a University payroll for one (1) working day per pay period.
3. School Year Employment. If an employee is employed on the basis of a school year and such employment contemplates absences from the University payroll during the summer months or vacation periods scheduled by the employer which occur during the regular school year, the employee shall nonetheless remain eligible for an Employer Contribution, provided that the employee appears on the regular payroll for at least one (1) working day in the payroll period immediately preceding such absences and returns to work in the pay period following the normal scheduled absence.
4. An employee who is on an approved FMLA leave or on a Voluntary Reduction in Hours as provided elsewhere in this Agreement maintains eligibility for an employer contribution.

SECTION 4. EMPLOYER CONTRIBUTION For employees eligible for an Employer Contribution as described in Section 3, the Employer Contribution amounts and rules in effect on June 30, 2005, will continue through the 2005 insurance contract year. The amount of the Employer Contribution will be determined as follows beginning on the first day of the 2006 insurance contract year. For purposes of this Article, the 2006 insurance contract year shall be the period beginning January 1, 2006 and ending December 31, 2006.

A. Contribution Formula - Medical Coverage.

1. Employee Coverage The employee's cost for employee-only coverage will be ten percent (10%) of the employee-only rate for the Base Medical Plan. If the employee chooses a plan other than the Base Medical Plan, the employee's cost will be the standard employee rate established for that plan (i.e., the rate applicable where it has not been modified to be a zone's Base Medical Plan.) The employer shall pay the rate over and above the employee's cost for the Base Medical Plan.
2. Family Coverage. The employee's cost for family coverage will be fifteen percent (15%) of the family rate for the employee's Base Medical Plan. If the employee chooses a plan other than the Base Medical Plan, the employee's cost will be the standard employee's family rate established for that plan (i.e. the rate applicable where it has not been modified to be a zone's Base Medical Plan). The

employer shall pay the rate over and above the employee's cost for the Base Medical Plan.

3. Base Medical Plan. For the purposes of Section 4A, Base Medical Plan means the medical plan: (1) with the benefit set established in Section 6A of this article; and (2) operating in the zone(s) containing the employee's permanent residence and work locations. If the employee has more than one Base Medical Plan available based on living and working in two different zones, the employee may choose either plan as their Base Medical Plan during open enrollment. If an employee's residence is outside any of the defined zones, his or her only Base Medical Plan choice will be that plan defined by the employee's work location. A list of each zone's Base Medical Plan for the 2006 insurance contract year is available from the Employee Benefits Department. During the 2006 insurance contract year, this list may be changed only if a zone's Base Medical Plan no longer operates in that zone.

B. Contribution Formula - Dental Coverage.

1. Employee Coverage. The employee's cost for employee-only coverage will be ten percent (10%) of the employee-only rate for the Base Dental Plan. If the employee chooses a plan other than the Base Dental Plan, the employee's cost will be the standard employee rate established for that plan (i.e., the rate applicable where it has not been modified to be a zone's Base Dental Plan.) The employer shall pay the rate over and above the employee's cost for the Base Dental Plan.
2. Family. The employee's cost for family coverage will be forty percent (40%) of the family rate for the employee's Base Dental Plan. If the employee chooses a plan other than the Base Dental Plan, the employee's cost will be the standard employee's family rate established for that plan (i.e. the rate applicable where it has not been modified to be a zone's Base Dental Plan). The employer shall pay the rate over and above the employee's cost for the Base Dental Plan.
3. Base Dental Plan. For the purposes of Section 4A, Base Dental Plan means the dental plan: (1) with the benefit set established in Section 6B of this article; and (2) operating in the zone(s) containing the employee's permanent residence and work locations. If the employee has more than one Base Dental Plan available based on living and working in two different zones, the employee may choose either plan as his or her Base Dental Plan during open enrollment. If an employee's residence is outside any of the defined zones, the employee's only Base Dental Plan choice will be that plan defined by the employee's work location. A list of each zone's Base Dental Plan for the 2006 insurance contract year

is available from the Employee Benefits division. During the 2006 insurance contract year, this list may be changed only if a zone's Base Dental plan no longer operates in that zone.

- C. Contribution Formula. - Basic Life Coverage. For employee basic life coverage with matching accidental death and dismemberment coverage, the employer contributes one hundred percent (100%) of the cost.

SECTION 5. COVERAGE CHANGES AND EFFECTIVE DATES

- A. When Coverage May Be Chosen. All employees must make their choice of employee medical and dental plans and choice of family coverage (if applicable) within sixty (60) calendar days of the date of initial employment in an insurance eligible position. The employee will automatically be enrolled in the basic life insurance coverage. Employees who become eligible for a full employer contribution must make their choice of employee or family medical and/or dental coverage within sixty (60) calendar days of becoming eligible. Employees who do not make an election within this period will have no coverage, and may not elect coverage until the next open enrollment period.

An employee may change his or her medical or dental plan during the year if the employee changes to a new permanent residence or work location, and as a result of this change, the employee's current plan is no longer available. When an employee receives notification of a work location change between the end of an open enrollment period and the beginning of the next insurance year, the employee may change her or his medical or dental plan within thirty (30) days of the date of the relocation under the same provisions accorded during the last open enrollment period.

An employee or a retired employee, may also add dependent medical or dental coverage following the birth of a child or dependent grandchild, or following the adoption of a child without regard to the 30 day enrollment period.

In addition, an employee or a retired employee may add family health or dental coverage within thirty (30) days of the following event:

1. If an employee or retiree becomes married or enters into a domestic partnership, the employee or the retiree may add his or her spouse or registered same sex Domestic Partner and any dependent children/grandchildren.
2. If the employee's spouse or same sex registered Domestic Partner loses group medical or dental coverage, the employee may add his/her spouse and any dependent children/ grandchildren.
3. If the retiree's spouse or registered same sex Domestic Partner involuntarily loses group medical or dental coverage, the retiree

may add her or his spouse or registered same sex Domestic Partner and any dependent children/grandchildren

B. When Coverage May Be Canceled.

1. An employee may cancel medical and/or dental coverage outside of open enrollment only in the case of certain life events that are consistent with the request to cancel coverage. The request to cancel coverage must be made within thirty (30) calendar days of the event. Life events include, but are not limited to:
 - loss of dependent status of a sole dependent;
 - death of a sole dependent;
 - divorce;
 - change in employment condition of an employee or spouse or registered same sex Domestic Partner; and
 - a significant change of insurance coverage for the employee's spouse or registered same sex Domestic Partner.

Family medical or family dental coverage may also be canceled during the open enrollment period that applies to each type of plan for any reason. Cancellation will take effect on the first day of the following insurance contract year.

2. Effective date of Benefit Termination. Medical coverage termination will take effect on the first of the month following the end of the pay period coinciding with or next following the date of application to cancel coverage, or the loss of eligible employee or dependent status. All other benefit coverage terminations will take effect on the first day of the pay period coinciding with or next following the date of the application to cancel coverage, or the loss of eligible employee or dependent status.

C. Effective Date of Coverage.

1. Initial Effective Date. The initial effective date of coverage under the Group Insurance Program is the first day of the first of the month following thirty (30) days of employment. An employee must be actively at work on the initial effective date of coverage or the effective date will be delayed until the first day of the pay period the employee is actively at work. In no event shall an employee's family coverage become effective before the employee's coverage.

If an employee is not actively at work due to employee or dependent health status or medical disability, medical and dental coverage will still take effect. (Life and disability coverage will be delayed until the employee returns to work.)

If an employee is on paid leave on the date University paid life insurance benefits would otherwise increase, the employee will receive the increased life insurance coverage on that date.

2. Delay in Coverage Effective Date.

- a. Basic Life. If an employee is not actively at work on the initial effective date of coverage, coverage will be delayed until the first day of the pay period coinciding with or next following the employee's return to work. The effective date of a change in coverage is delayed in the event that, on the date the coverage change would be effective, an employee is on an unpaid leave of absence or layoff.
- b. Medical and Dental. If an employee is not actively at work on the initial effective date of coverage due to a reason other than hospitalization or medical disability of the employee or dependent, medical and dental coverage will be delayed until the first day of the pay period coinciding with or next following the employee's return to work.

The effective date of a change in coverage is not delayed in the event that, on the date of the coverage change would be effective, an employee is on an unpaid leave of absence or layoff.

- c. Optional Life and Disability Coverages. In order for coverage to become effective, the employee must be in active payroll status and not using sick leave on the first day of the pay period coinciding with or next following approval by the insurance company. During an open enrollment period, coverage may be applied for but will not become effective until the first day of the pay period coinciding with or next following the employee's return to work in the following insurance contract year.

D. Open Enrollment.

1. Frequency and Duration. Open enrollment periods shall last a minimum of thirty (30) calendar days. Open enrollment changes become effective the first day of the following insurance contract year.
2. Medical. There shall be an open enrollment period for medical coverage in each year of this Agreement. An employee may elect no medical coverage during any open enrollment period. An employee who has elected no medical coverage may elect medical coverage during an open enrollment period. No pre-existing condition limitations will apply.
3. Dental. There shall be an open enrollment period for dental coverage only in the first year of this agreement. Employees may

elect no dental coverage during any dental open enrollment period. An employee who has elected no dental coverage may elect dental coverage during any dental open enrollment period. No pre-existing conditions will apply.

4. Eligibility to Participate. An employee eligible to participate in the Group Insurance Program, as described in Sections 2A and 2B, may participate in open enrollment. In addition, a person in the following categories may, as allowed in Section 5D1, make certain changes: (1) a former employee or dependent on continuation coverage, as described in Section 2D, may change plans or add coverage for medical and/or dental plans on the same basis as active employees; and (2) an early retiree, prior to becoming eligible for Medicare, may change medical and/or dental plans as agreed to for active employees, but may not add family coverage.
 5. Materials for Employee Choice. Each year prior to open enrollment, the employer will give eligible employees the information necessary to make open enrollment selections. Employees will be provided a statement of their current coverage each year of the contract.
- E. Coverage Selection Prior to Retirement. An employee who retires and meets eligibility criteria under Section 2.3 may change his/her medical or dental plan during the sixty (60) calendar day period immediately preceding the date of retirement. The employee may not add dependent coverage during this period. The change takes effect on the first day of the month beginning after the date of retirement.

The employee who has elected no coverage may not add coverage during this period. The retiring employee may only carry into retirement coverage in effect on the date of retirement.

SECTION 6. BASIC COVERAGES.

A. Employee and Family Medical Coverage.

1. Coverage Options. Eligible employees may select coverage under any one of the UPlan medical options offered by the Employer, for employees in that zone. Coverage offered through these plans is subject to change during the life of this Agreement upon approval of the employer after consultation with the Union.
2. Coverage Under the Base Medical Plan. From July 1, 2005 through December 31, 2005 coverage under the current UPlan will continue at the level in effect on June 30, 2005.
 - a) Effective for the 2006 insurance contract year, the Base Medical Plan will cover allowable charges for the following eligible services subject to the copayments and coverage

limits stated. Services provided through this plan are subject to standards of medical necessity and appropriate practice.

- b) Effective for the 2006 insurance contract year: (Benefit amounts reflect Base Plan amounts only. See Summary of Benefits for a full description of coverages.)

1. Emergency

In-network: 100% coverage after a \$50 copay. The copay is waived if the patient is admitted within 24 hours.

Out of network: 100% coverage after 80% coinsurance on the first \$2000 of expense per plan year.

2. Urgent Care

In network: 100% coverage after a \$10 office visit copay.

Out of network: 100% coverage after 80% coinsurance on the first \$2000 of expense per plan year.

3. Network Hospitals

100% coverage for covered Inpatient services at network hospitals, including medical, mental health, and chemical dependency treatment.

4. Network Services

Preventive care: 100% coverage. Preventive services include, but are not restricted to routine physical exams, routine gynecological exams, routine hearing exams, routine eye exams, and immunizations.

Copays do not apply to lab/diagnostic testing.

5. Outpatient Surgery

100% Coverage

6. Certain Outpatient Services

Outpatient mental health and chemical dependency treatment; chiropractic care; physical, speech and occupational therapy; home health care: 100% coverage for covered services after a \$10 copay per visit.

7. Prescription Drugs

- \$10 copayment per prescription or refill for up to a 30 day supply of Generic Plus drugs. A copay is incurred for each type of insulin.
- \$20 copayment per prescription or refill for up to a 30 day supply of all other formulary brand drugs. A copay is incurred for each type of insulin.
- \$35 copayment per prescription or refill for up to a 30 day supply of non-formulary drugs.

- If a chemically equivalent generic drug is available and the employee takes the brand drug, the employee pays the generic copay and the difference in cost between the brand drug and generic drug.
 - Annual out of pocket (OOP) maximum for prescription drug copayments of \$750 per person or \$1500 per family. Copayments for the cost difference between generic and brand name drugs do not count against this annual OOP maximum.
8. Durable Medical Equipment
80% coverage, including hearing aids.
 9. Diabetic Supplies
Eligible diabetic supplies, including test strips and syringes, are covered under the pharmacy benefit and will count toward the pharmacy out-of-pocket maximum. Diabetic monitors are covered at 80% as part of the pharmacy benefit and will count toward the pharmacy out-of-pocket maximum.
 10. Ambulance
Eligible ambulance expenses are covered at 80%, including ground or air transport as medically necessary.
 11. Out of Network
Covered for Medical Base Plan with \$500 deductible and 70% coinsurance up to the annual out-of-pocket maximum. Pre-arranged services while outside the area are covered as if in-network.
 12. Plan Deductibles and Maximums
Deductibles: None

Annual Maximum: Annual out of pocket maximum of \$2,500 per person or \$4000 per family. The prescription out of pocket maximum is separate.

Life time Maximum: The UPlan medical lifetime maximum will be five million dollars (\$5,000,000) per member.
 13. Coordination with Workers' Compensation. If an employee has filed a claim for worker's compensation, and if a dispute exists as to whether the employee's injury or disability is work-related, coverage will be provided pursuant to M.S. 176.191, Subdivision 3.

B. Employee and Family Dental Coverage.

1. Coverage Options. For the 2006 insurance year, eligible employees may select coverage under any one of the UPlan dental options offered by the employer for employees in that zone.

2. Coverage Under the Base Dental Plan.

- a. **Copayments.** Effective with the 2006 insurance contract year, the Base Dental Plan will cover allowable charges for the following services subject to the copayments and coverage limits stated. Services provided through the UPlan are subject to the managed care procedures and principles, including standards of dental necessity and appropriate practice. The plan shall cover general cleaning two (2) times per plan year and special cleanings (root or deep cleaning) as prescribed by the dentist.

<u>Services</u>	<u>In-Network</u>	<u>Out-of-Network</u>
Diagnostic/Preventive	100%	None
Fillings	80%	None
Endodontics	80%	None
Periodontics	80%	None
Oral Surgery	80%	None
Crowns	80%	None
Prosthetics	50%	None
Prosthetic Repairs	50%	None
Orthodontics*	80%	None

*Please refer to your certificate of coverage for information regarding age limitations for dependent orthodontic care.

- b. **Deductible.** An annual deductible of one hundred twenty-five dollars (\$125) per person applies to services received from out of network providers. The deductible must be satisfied before coverage begins.
- c. **Annual maximums.** UPlan coverage is subject to a one thousand, two hundred-fifty dollar (\$1,250) annual maximum in benefits payable (excluding orthodontia) per person. "Annual" means per insurance year.
- d. **Orthodontia lifetime maximum.** Orthodontia benefits are available to eligible dependent children ages 8 through 18 subject to a two thousand eight hundred dollar (\$2,800) lifetime maximum benefit.

C. **Employee Life Coverage.**

1. **Basic Life and Accidental Death and Dismemberment Coverage.** The employer agrees to provide and pay for the following term life

coverage, with matching accidental death and dismemberment coverage, for all employees eligible for an Employer Contribution, as described in Section 3. The basic life insurance amount is one times the employee's annual salary, rounded up to the next \$5,000. There is no maximum, and it is provided regardless of the employee's health history.

There is a reduction schedule in basic life if the employee is age 65 or older. At age 65 the amount is reduced to 65%; at age 70 it is reduced to 50%; and at age 75 the life insurance amount is reduced to 25% of the original benefit.

Any premium paid by the University in excess of fifty thousand dollars (\$50,000) coverage is subject to a tax liability in accord with Internal Revenue Service regulations. An employee may decline coverage in excess of fifty thousand dollars (\$50,000) by filing a waiver in accord with Department of Employee Benefits procedures. The basic life insurance policy will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.

2. Extended Insurance. An employee who becomes totally disabled before age 70 shall be eligible to apply for the extended benefit provisions of the life insurance policy until age 70.

See Section C.1. for reduction schedule.

Employees who were disabled prior to July 1, 1983, and who have continuously received benefits shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1983.

3. Additional Death Benefit. Employees who retire on or after July 1, 1985, and who have twenty (20) years of service as of 12/31/02, shall be entitled to a five hundred dollar (\$500) death benefit payable to a beneficiary designated by the employee.

SECTION 7. OPTIONAL COVERAGES.

A. Life Coverage.

1. Employee. An employee may purchase up to five hundred thousand dollars (\$500,000) additional life insurance, in increments established by the employer, subject to satisfactory evidence of insurability. A new employee may purchase up to two (2) times

annual salary or \$200,000, whichever is less, in optional employee life coverage within sixty (60) calendar days of hire or the date of first becoming eligible, without evidence of insurability.

2. Spouse. An employee may purchase up to five hundred thousand dollars (\$500,000) life insurance coverage for his/her spouse in increments established by the employer, subject to satisfactory evidence of insurability. A new employee may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse life coverage within sixty (60) calendar days of hire without evidence of insurability.
 3. Domestic Partner. An employee may purchase up to five hundred thousand dollars (\$500,000) life insurance coverage for his/her registered same sex Domestic Partner in increments established by the employer, subject to satisfactory evidence of insurability. A new employee may purchase either five thousand (\$5,000) or ten thousand dollars (\$10,000) in optional coverage within sixty (60) calendar days of hire without evidence of insurability.
 4. Children/Grandchildren. An employee may purchase life insurance in the amount of ten thousand dollars (\$10,000) as a package for all eligible children/grandchildren (as defined in Section 2C of this Article). Child/grandchild coverage requires evidence of insurability if application is made after the first sixty (60) calendar days of employment or initial eligibility. Child/grandchild coverage commences fourteen (14) calendar days after birth.
 5. Accelerated Life. The additional employee, spouse and child life insurance policies will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.
 6. Extended Insurance. An employee who becomes totally disabled before age 70 shall be eligible to apply for the extended benefit provisions of the life insurance policy until age 70.
- B. Disability Coverage.
1. Short-term Disability Coverage. An employee may purchase short-term disability coverage that provides benefits of from three hundred dollars (\$300) to five thousand dollars (\$5,000) per month, but no more than two-thirds (2/3) of an employee's salary, for up to one hundred eighty (180) calendar days during total disability due to a non-occupational accident or a non-occupational sickness. Benefits are paid from the first day of a disabling injury or from the eighth day of a disabling sickness. Coverage applied for within sixty (60) days of hire or becoming insurance eligible does not require evidence of insurability.
 2. Long-term Disability Coverage. New employees may enroll in long-term disability insurance within sixty (60) days of employment or

insurance eligibility. The terms are the same as for employees who wish to add/increase during the annual open enrollment. During open enrollment only, an employee may purchase long-term disability coverage that provides benefits of from three hundred dollars (\$300) to five thousand dollars (\$5,000) per month, based on the employee's salary, commencing on the 181st calendar day of total disability, and not subject to evidence of insurability but with a limited term pre-existing condition exclusion. Employees should be aware that other wage replacement benefits, as described in the certificate of coverage (i.e., Social Security Disability, Minnesota State Retirement Disability, etc.), may result in a reduction of the monthly benefit levels purchased. In any event, the minimum is the greater of three hundred dollars (\$300) or fifteen percent (15%) of the amount purchased. The minimum benefit will not be reduced by any other wage replacement benefits. In the event that the employee becomes totally disabled before age seventy (70), the premiums on this benefit shall be waived according to the certificate of coverage.

- C. Continuation of Optional Coverages During Unpaid Leave or Layoff. An employee who takes an unpaid leave of absence or who is laid off may discontinue premium payments on optional policies during the period of leave or layoff. If the employee returns within one (1) year, and applies within two weeks of returning to work, the employee shall be permitted to pick up all optional coverages held prior to the leave or layoff. For purposes of reinstating such optional coverages, the following limitations shall be applicable:

For the first 24 months long-term disability coverage after such a period of leave or layoff during which long-term disability coverage was discontinued, any such disability coverage shall exclude coverage for certain pre-existing conditions. For disability purposes, a pre-existing condition is defined as any disability which is caused by, or results from, any injury, sickness or pregnancy which occurred, was diagnosed, or for which medical care was received during the period of leave or layoff. In addition, any pre-existing condition limitations that would have been in effect under the policy but for the discontinuance of coverage shall continue to apply as provided in the policy.

The limitations set forth above do not apply to leaves that qualify under the Family Medical Leave Act (FMLA).

SECTION 8. HEALTH PROMOTION AND HEALTH EDUCATION. Upon request of the Union, the employer shall meet and confer on health promotion and

education issues. Agenda items shall include but are not limited to smoking cessation, weight loss, stress management, health education/self care, employee participation in programs, and education on related benefits provided through the plans.

ARTICLE XXV -- JOB POSTING

- 25.1 All job openings in this unit shall be posted on the official bulletin board for seven (7) calendar days prior to filling of the position. In addition, openings shall be posted in the same Immediate Geographic Area in which they occur.
- 25.2 A copy of the posting shall be made available for the UNION prior to its being posted. However, a delay of the union in obtaining such copy shall not delay the official posting. The union may post these openings in the designated posting spaces provided in each Immediate Geographic Area (such posting shall not be considered official).
- 25.3 If a temporary job opening is posted, and the employer later decides to continue the position beyond the temporary period initially posted, such job opening must again be posted for seven (7) calendar days prior to the continuation, provided that the continuation is for a period of at least four (4) months. This requirement to re-post the position also exists if the employer later decides to change a temporary job into a continuing position.
- 25.4 Vacancies within an Immediate Geographic Area shall be filled on the basis of master seniority where qualified employees apply for such vacancies. Lacking applicants with master seniority, vacancies shall be filled on the basis of total seniority and relevant experience from among qualified employees in the Immediate Geographic Area applying for such vacancies. Lacking applicants from the Immediate Geographic Area, vacancies shall be filled on the basis of total seniority and relevant experience from among qualified employees applying for such vacancies.
- 25.5 An employee wishing to apply for a vacancy within the bargaining unit in his/her Immediate Geographic Area shall be allowed a reasonable amount of time off with pay to make such application and, if he/she meets the qualifications for the vacancy, to attend any subsequent interviews, providing that such time off does not unduly interfere with his/her job

duties and responsibilities. To receive such time off, the employee must first notify and receive the approval of his/her assigned supervisor.

- 25.6 An employee wishing to move from one Immediate Geographic Area to another shall make advance application on forms provided by the employer. The application must be sent to the appropriate campus Business Manager or station Superintendent and must indicate clearly which classification(s) the advance application is intended to cover. Advance applications must be renewed on an annual basis, or they will be presumed to have lapsed.

If a vacancy occurs which is not filled by an employee from the same Immediate Geographic Area, and another employee has properly filed an advance application for such a vacancy, such employee shall be notified and considered for the vacancy. If he/she appears to meet the qualifications, he/she shall be given a reasonable amount of time without pay to attend any required interview, providing that such time off does not unduly interfere with his/her job duties and responsibilities. To receive such time off, the employee must first notify and receive the approval of his/her assigned supervisor.

- 25.7 Upon return to work, an employee who has been receiving Workers' Compensation benefits shall have the right to the position held at the time of the injury at the salary rate he/she would have normally achieved. Every effort will be made to place an employee unable to perform his/her regular duties into a position for which he/she is qualified. An employee receiving Workers Compensation benefits shall continue to accrue seniority for the entire period of absence.
- 25.8 The employer agrees that the hiring supervisor shall inform the union and all qualified employees that apply for a specific job opening of the name of the person eventually selected for such vacancy.

ARTICLE XXVI -- LAYOFF AND RECALL

- 26.1 An employee being laid off shall receive notification, in writing, at least two (2) weeks prior to the effective date of the layoff.
- 26.2 A reduction of the work force, other than fluctuations necessitated by the University calendar, shall be accomplished in the following manner:

- A. An employee being laid off shall have the right to any vacant position in his/her Immediate Geographic Area in the same classification which he/she holds at the time of layoff, if he/she meets the qualifications for the vacancy; or
- B. If no such vacancy exists, to the position in the department where the layoff occurred that is occupied by the employee with the least master seniority in the classification in the department from which the layoff occurred if he/she meets the qualifications for the position; or
- C. To the position in his/her Immediate Geographic Area which is occupied by the employee with the least master seniority in the classification from which the layoff occurred if he/she meets the qualifications for the position; or
- D. If there are employees in his/her Immediate Geographic Area with less master seniority in a formerly held classification, to the position in that class which is vacant, if he/she meets the qualifications; or if a vacancy does not exist, to the position in that class which is occupied by the employee with the least master seniority if he/she meets the qualifications. (For this purpose only, an employee being laid off retains master seniority in each previously held bargaining unit class.); or
- E. To any vacancy in his/her Immediate Geographic Area if he/she meets the qualifications for the vacancy; or
- F. For purposes of Article XXVI only, job classification series seniority shall be defined as total continuous hours accumulated in all classifications within an identified job classification series within a department. An employee who cannot exercise any of the other layoff options contained in Article 26.2 may bump (on classification seniority basis) into the least senior position in a lower classification in that series and department as an option to being laid off, if the employee has:
 - 1) at least five (5) years of job classification series seniority, and
 - 2) more job classification series seniority than the employee being bumped, and
 - 3) meets the qualifications for the position.

Bumping must take place according to the first available opportunity in descending order within the job classification series and department. An employee exercising this option shall not be placed below the midpoint wage rate for the class to which the bump occurs.

An employee refusing options "A," "B," or "C" shall not be considered to have the status of a laid off employee for purposes of 26.7.

- 26.3 Employees who exercise rights under 26.2 "A," "B" or "C" shall maintain their current salary. Employees exercising rights under 26.2 "D," "E", or "F" retain their current salary or the rate of pay at the top of the pay range of their new classification, whichever is less.
- 26.4 An employee who has exercised rights under 26.2 "D", "E", or "F" as a consequence of being laid off shall have the right to apply for his/her most recent former position, if posted, and if the employer elects to fill it, ahead of all other applicants, should it become available again in the same department and on the same shift. However, the right to apply and return to the former position ahead of all other applicants shall be limited to two (2) years from the date of the employee's notice of layoff.
- 26.5 Should an employee exercise his/her rights under 26.2 "C" and "D" and vacate the position that he/she "bumped" into, any other employee on lay-off status possessing more Master Seniority in a previously held class than the employee bumped from the original position, shall have a right to the vacated position before the actual laid-off employee is called back to work under Article 26.8.
- 26.6 The employer at its option may offer employees in seniority order, a leave without pay for a specified period during which employees shall accrue seniority and earn vacation and sick leave. Health care coverage shall continue to be provided by the employer.
- 26.7 An employee on layoff shall have an opportunity to return to work in his/her classification within two (2) years of his/her layoff before a new employee is hired for that classification in his/her Immediate Geographic Area except that any employee on layoff who is notified by certified mail (at his/her last known address) to return to work shall have five (5) work days to indicate intent to return and ten (10) work days to return. An employee who fails to meet these time limits shall be considered to have voluntarily terminated employment with the employer. Employees who

return to work under the provisions of 26.7 shall have their master and total seniority reinstated.

- 26.8 An employee on layoff shall have an opportunity to return to work in any vacancy within the Immediate Geographic Area within two (2) years of his/her layoff, if he/she meets the qualifications for the vacancy, providing that he/she applies for the vacancy within the posting period specified in Article 25.1. Employees who return to work under the provisions of 26.8 shall have their total seniority reinstated.

An employee on layoff who is returned to work under the provisions of 26.7 shall return at the same wage rate step that he/she was receiving at the time of layoff.

- 26.10 Employees requesting a voluntary demotion shall be allowed to apply only where a vacancy exists in their former classification.
- 26.11 In the event of a total reduction of the work force within a classification in an Immediate Geographic Area, such employees being laid off shall be placed in any other vacancy within the Immediate Geographic Area for which they are qualified before a new employee is hired.
- 26.12 Employees on a temporary layoff who are called back to work for any duration shall have such work time credited for purposes of seniority accumulation.
- 26.13 No employees shall be laid off and replaced by student employees during quarter breaks if the student employees are being utilized to perform the work of the employees being laid off.

ARTICLE XXVII -- LATERAL TRANSFERS

- 27.1 If an employee is forced to move from one assigned first (1st) level supervisor's area to another, his/her primary seniority shall be based on his/her most recent status prior to the assignment change.
- 27.2 If an employee is promoted, voluntarily transfers or voluntarily demotes from one first (1st) level supervisor's area to another, he/she shall have ten (10) work days in which to decide whether he/she elects to stay at that first (1st) level supervisor's area.

ARTICLE XXVIII -- COMFORT AND SAFETY

- 28.1 First aid kits shall be stocked and placed in each department. If mutually agreed, additional kits shall be provided at appropriate locations.
- 28.2 All employees who are injured during the course of their employment shall file an accident report with the designated supervisor no matter how slight the injury, on forms furnished by the employer.
- 28.3 Should an employee covered by this contract become physically or emotionally handicapped to the extent he/she cannot perform his/her regular duties, the employer shall make a reasonable effort to place the employee in a position that he/she is physically and mentally able to perform adequately.
- 28.4 The employer shall comply with the provisions of Minnesota Statutes, Chapter 182. Maintenance of safe work areas and the prevention of accidents are the continuing responsibilities of the employer and the employees. Employees shall be required to utilize all protective clothing or devices provided by the employer.
- 28.5 In the interest of work safety to the individual, co-workers and others, the employer may require employees to undergo a medical evaluation that will enable the employer to determine the employee's fitness for performance of his/her duties. Such examination will be conducted by an appropriate health care provider designated by the employer at no cost to the employee. The results of such examination shall be provided to the employee.
- 28.6 If a complaint on safety is not satisfactorily resolved between the employee and his/her assigned supervisor, a written complaint to the Department of Environmental Health, with a copy to the employee's supervisor, may be submitted. Upon request, Environmental Health shall provide a copy of their findings to the supervisor and the union.
- 28.7 In the event of an emergency declared by the proper University official, wherein employees are not able to return home and are required to work, the employer shall make every effort to provide emergency lodging accommodations. If possible, eating facilities shall remain open beyond their normal work hours.
- 28.8 Employees who are required to handle hazardous substances shall be informed of potential health dangers.

- 28.9 When it is necessary for employees who are injured during the course of their employment to be transported to receive medical treatment, the employer shall provide such transportation. With supervisor's authorization, employees with on-the-job injuries who are sent to the doctor's office (not hospital) for an initial visit shall be paid for all hours beyond their work schedule while at the doctor's office.

ARTICLE XXIX -- HOLIDAYS

- 29.1 Only employees appointed at a designated percentage of time of fifty percent (50%) time or more shall be eligible for purposes of this Article. In addition, to qualify for holiday pay, an employee must either work or be on approved leave (such as vacation, sick leave, or compensatory time) on the employee's regularly scheduled work day before or following the holiday.

The recognized holiday shall be the shift in which the majority of hours are worked on a holiday. (i.e., if an employee works 11 p.m. to 7 a.m. starting on July 3rd, all eight (8) hours of that shift would be eligible for the time and one half holiday premium. Similarly, if the employee starts at 11 p.m. on the 4th of July, that shift would not be eligible for holiday premium.)

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

In addition there shall be four (4) paid "floating" holidays designated by the employer and one (1) paid personal holiday designated by the employee. However, each campus shall have the right to designate the personal holiday as a scheduled "floating" holiday.

The personal holiday designated by the employee shall be taken at a time selected by the employee, with the supervisor's approval, provided the request is submitted to the employee's supervisor in writing at least fourteen (14) calendar days in advance. The supervisor may waive the fourteen (14) calendar day advance notice if staffing needs permit.

Supervisors may limit the number of employees permitted to take a personal holiday on any given day subject to operational needs.

An employee who has not requested the personal holiday by May 1 of each fiscal year shall be scheduled to take a personal holiday on a day chosen by the supervisor or be paid for the personal holiday, at the option of the supervisor.

- 29.2 The following provision relates to employees working a five (5) day per week, Monday through Friday, operation. When a day recognized as a holiday falls on Sunday, the following Monday shall be considered the official holiday, or when such holiday falls on Saturday, the preceding Friday shall be considered the official holiday.
- 29.3 The following provision relates to employees working in a seven (7) day per week continuous operation involving weekend work: The date of the traditional holiday shall be considered the official holiday, rather than the designated alternative official holiday cited in 29.2.
- 29.4 Days recognized as holidays which occur within an employee's approved and compensated vacation or sick leave period will not be chargeable to the employee's vacation or sick leave time.
- 29.5 Employees not excluded from Holiday Pay (29.1) who are required to work on a day recognized as a holiday shall receive their regular pay for the day. In addition, such employees shall receive time and one half, in pay or time off (if lawful), at their option, for each hour worked on said holiday. Employees paid on an hourly basis who are required to work on a day recognized as a holiday shall be paid at time and one half for each hour worked on said holiday. If work on a holiday is required, the employee who usually performs the work shall be given first opportunity to do that work. If the employee chooses not to accept, other employees who are able to perform the work in a satisfactory manner shall be given the opportunity, in seniority order. If all employees decline to work on the holiday, the employee with the least amount of seniority will be required to work.
- 29.6 When a day recognized as a holiday falls on an employee's regularly scheduled day off, he/she shall receive an additional day or proportionate part off in lieu thereof, or equivalent pay at straight time. The day off if chosen, shall be mutually agreeable between the employee and his/her immediate supervisor.
- 29.7 Employees who are temporarily laid off due to a semester break during the term of their appointment, may use one day of their accumulated vacation immediately prior to or after a holiday designated in that period in order to qualify for the holiday pay.

- 29.8 Employees who are on a percentage time appointment pay status on a day recognized as a holiday, shall be compensated at their regular straight time rate for all time that they would have normally worked on that day or, if appropriate, the prorated hours of work based on percent appointment, not to exceed eight (8) hours.
- 29.9 Supervisors may allow "B" Term employees to use their accumulated vacation to extend their appointment by the number of consecutive days required to earn holiday pay for the fourth (4th) of July.
- 29.10 Religious Holidays: When a holiday, not an "observed" holiday as provided in this Article, falls on an employee's regularly scheduled work day, the employee, using a personal floating holiday, vacation leave, or compensatory time off, if available, or leave without pay, shall be entitled to that day off to observe the religious holiday. An employee who chooses to observe such a religious holiday shall notify the supervisor in writing at least twenty-one (21) calendar days prior to the religious holiday. Requests in excess of three (3) days per calendar year shall be granted at the discretion of the supervisor.

ARTICLE XXX -- TEMPORARY ASSIGNMENT

- 30.1 When an employee is required to assume the full responsibilities of a classification paying a higher rate, such employee shall receive an augmentation of at least four percent (4%) or the minimum step of the higher paying classification, whichever is greater, for the period of that assignment, provided that the assignment is for a duration of at least four (4) consecutive work hours. When an augmentation to a bargaining unit classification as described above is required, the employer will augment the most senior employee determined by the employer to be qualified to perform the work.
- 30.2 An employee who receives an augmentation under 30.1 may receive increases in the augmentation equivalent to progression increases that would be available in the higher paying classification. To be eligible, the employee must:
- 1) Work sufficient cumulative hours to be eligible according to provisions of the contract on progression increases for the higher paying classification;
 - 2) When eligible, make the request that he/she should receive the increase.

Notwithstanding, seniority shall be earned only in the original classification. For purposes of calculating cumulative eligible hours, only straight time hours worked effective 7/1/91 and later will be used.

ARTICLE XXXI -- CLASSIFICATION

- 31.1 It shall be the responsibility of the Office of Human Resources to determine the classification of all positions, whether new or existing.
- 31.2 Whenever there is a change in the duties and responsibilities of an individual position, or change in departmental organization which alters the assignment of tasks, duties, or responsibilities in any substantial way, the affected employee may submit a properly completed Job Review Questionnaire form through proper channels, or the union may request a Job Review. The appropriate Office of Human Resources representative shall investigate and determine the appropriate classification for the position, and shall notify the employee, the Department Head, and the union of the decision in writing, normally within thirty-five (35) work days of receipt of a properly completed Job Review Questionnaire by the Office of Human Resources.
- 31.3 A decision on classification may be appealed to the appropriate Human Resources Manager within ten (10) work days of receipt of written notification of the classification. A request for review of the decision shall state the specific issue upon which the appeal is based.
- 31.4 An appeal of the Human Resources Manager's decision may be made in the following manner:

Within fifteen (15) work days of the Human Resources Manager's response, the Director of Human Resources and the union shall attempt to mutually agree upon a neutral party to hear and review the issues in question and rule accordingly. The decision of this party will be final and binding.
- 31.5 The reclassification of any position normally shall be made effective on the first day of the payroll period after receipt of the completed Job Review Questionnaire by the Human Resources Department or, in case the Job Review Questionnaire has been delayed, on the payroll period following the sixteenth (16th) work day following submission of the completed Job Review Questionnaire by the employee to his/her supervisor.

- 31.6 In the event of a reclassification of all employees in a particular classification to another classification encompassing the same duties, all straight time hours worked in the former classification shall be credited to such employees as master seniority in the new classification.
- 31.7 The employer may require employees to prepare and submit up-to-date lists of their tasks, duties, and responsibilities at reasonable intervals or whenever there are substantial changes in the tasks, duties, or responsibilities of the position.
- 31.8 The employer shall not be required to review the classification of a position more than once a year unless there are substantial changes in the tasks, duties, or responsibilities of the position.

ARTICLE XXXII -- UNIFORMS AND TOOLS

- 32.1 If an employee is required to wear a special uniform as a condition of employment, it shall be furnished by the employer. The employer does have the right to set standards for the cleanliness and condition of such uniforms.
- 32.2 The employer agrees that such cotton uniforms as are currently being laundered by the employer shall continue to be laundered by the employer until they are replaced by uniforms having a different fabric content.
- 32.3 Uniforms issued to employees that are damaged in work related activity shall be replaced or repaired by the employer.
- 32.4 In the Fleet Services Department, Minneapolis Campus, and Facilities Management Department, UMD, employees classified as Automotive Mechanics, Senior Automotive Mechanics and Heavy Equipment Mechanics shall receive a tool allowance of seven hundred fifty dollars (\$750.00) per fiscal year. Equal payments shall be made on December 15 and June 15 in each year of the contract.

ARTICLE XXXIII -- RESIGNATION

- 33.1 An employee who voluntarily resigns shall receive pay for unused, accumulated vacation, if it is available for use under Article 18.1, provided that he/she submits written notice of resignation to his/her assigned supervisor at least two (2) calendar weeks prior to the effective date of the resignation.
- 33.2 An employee who absents him/herself for three (3) consecutive work days without an authorized leave shall be considered to have resigned. An employee whose resignation has been accepted under this provision may be reinstated at the sole discretion of the employer.

ARTICLE XXXIV -- REINSTATEMENT

- 34.1 An employee who has been promoted out of the Bargaining Unit to another position within the University of Minnesota system, and who is reemployed in his/her former classification in the Unit within six (6) months of the effective date of the promotion may, at the sole discretion of the employer, have any or all of the following items reinstated:

Wage rate
Accrued sick leave
Seniority credit
Non-probationary status
Vacation accumulation rate

ARTICLE XXXV -- EMPLOYMENT OF RELATIVES

- 35.1 More than one member of a family may be employed by the employer provided that there will be no substantive supervisory or administrative relationships between the relatives. Members of a family shall include spouse, parents of spouse, brothers and sisters of spouse, and the parents, grandparents, guardian, children, children-in-law, brothers, sisters, or wards of the employee.

ARTICLE XXXVI -- WORK PERFORMED BY SUPERVISORS

- 36.1 A supervisor's primary function is the direction of employees provided, however, this shall not prohibit a supervisor from performing experimental work, work performed in connection with instructing and training employees, work required because of accidents or absenteeism or emergencies which, under the circumstances then prevailing, it would be unreasonable to assign to an employee, due to the short duration of the work or the unavailability of employees.

ARTICLE XXXVII -- ORGANIZATIONAL CHART

- 37.1 The employer shall post in all time clock areas an Organizational Chart for that time clock area. The chart shall indicate the names of each supervisory person and shall be updated every six (6) months, if necessary. In addition, the employer will provide the union with an organizational chart for the bargaining unit. This chart shall indicate the names of each supervisory person and shall be updated annually.

ARTICLE XXXVIII. TERM OF AGREEMENT.

This agreement shall be effective as of the 30th day of November, 2005, except for those specific provisions requiring retroactivity, and shall remain in full force and effect until the first (1st) day of July, 2007. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the termination date that it desires to modify this agreement. In witness whereof, the parties have signed this 30th day of November, 2005.

FOR THE UNION

FOR THE EMPLOYER

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF MINNESOTA
and the
TEAMSTERS LOCAL 320
on behalf of the
SERVICE, MAINTENANCE & LABOR UNIT

LICENSE REIMBURSEMENT

The parties agree that the Employer will reimburse current employees, (after current employees provide appropriate documentation), for the acquisition and renewal fees associated with the following licenses if those licenses are required by the Employer:

Commercial Driver's License
Pesticide Applicator's License
Boiler Operator's License
Plumber's License (Maintenance and Master's)
Electrician's License (Maintenance and Master's)

The University retains the right to require licenses as a condition of employment.
The parties agree to meet and discuss additional license requirements.

FOR THE UNION:	_____	DATE: _____
	_____	DATE: _____
	_____	DATE: _____
	_____	DATE: _____

FOR THE EMPLOYER:	_____	DATE: _____
	_____	DATE: _____
	_____	DATE: _____

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF MINNESOTA
and the
TEAMSTERS LOCAL 320
on behalf of the
SERVICE, MAINTENANCE & LABOR UNIT

MINNESOTA DRIVE

The University agrees that upon the receipt of a minimum of one hundred (100) properly executed voluntary authorization cards from employees, it will deduct from the employees' salaries such amounts as each employee authorizes to pay to Minnesota Teamsters DRIVE/I.B.T. DRIVE.

Teamsters Local 320 will indemnify, defend and hold the University harmless against any claims made and against any suits instituted against the University, the Board of Regents, its officers or employees, by reason of such payroll deductions.

Teamsters Local 320 agrees to pay the costs for programming and administering the implementation of this payroll deduction.

FOR THE UNION:	_____	DATE: _____
	_____	DATE: _____
	_____	DATE: _____
	_____	DATE: _____

FOR THE EMPLOYER:	_____	DATE: _____
	_____	DATE: _____
	_____	DATE: _____

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF MINNESOTA
and the
TEAMSTERS LOCAL 320
on behalf of the
SERVICE, MAINTENANCE & LABOR UNIT

SIMULTANEOUS APPOINTMENTS

In regard to multiple job assignments, the parties agree that employees whose simultaneous, continuing appointments total fifty percent (50%) or more will be eligible to participate in the University of Minnesota Insurance Plan. To be eligible for any University subsidy to this Plan, the employee's simultaneous, continuing appointments must total seventy five (75%) or more. For purposes of this agreement, a continuing appointment has a duration of three (3) months or longer and must be expressed in terms of a percentage time appointment.

FOR THE UNION:	_____	DATE: _____
	_____	DATE: _____
	_____	DATE: _____
	_____	DATE: _____

FOR THE EMPLOYER:	_____	DATE: _____
	_____	DATE: _____
	_____	DATE: _____

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF MINNESOTA
and the
TEAMSTERS LOCAL 320
on behalf of the
SERVICE, MAINTENANCE & LABOR UNIT

SCHEDULED SHIFTS IN AGRICULTURAL OPERATIONS

Article 14.7, "Scheduled shifts shall not be changed to avoid overtime," shall apply to all operations except agricultural type operations in which there has been a long standing past practice of flexible scheduling for the mutual benefit of employees and the Employer.

In operations where flexible scheduling has been a past practice, the parties agree that the employees scheduled to work forty (40) hours per week shall be allowed to utilize accrued compensatory time to enable them to be paid forty (40) hours per week.

FOR THE UNION:	_____	DATE: _____
	_____	DATE: _____
	_____	DATE: _____
	_____	DATE: _____

FOR THE EMPLOYER:	_____	DATE: _____
	_____	DATE: _____
	_____	DATE: _____

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF MINNESOTA
and the
TEAMSTERS LOCAL 320
on behalf of the
SERVICE, MAINTENANCE & LABOR UNIT

NEW EQUIPMENT

Any existing equipment or new equipment to be purchased that is not currently specified in Articles 22.6, 22.7, and 22.8 shall be subject to mutual agreement of the parties as to its inclusion or exclusion in these same articles (22.6, 22.7, and 22.8).

FOR THE UNION: _____ DATE: _____

_____ DATE: _____

_____ DATE: _____

_____ DATE: _____

FOR THE EMPLOYER: _____ DATE: _____

_____ DATE: _____

_____ DATE: _____

MEMORANDUM OF UNDERSTANDING
between the
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on behalf of the
SERVICE, MAINTENANCE & LABOR UNIT

BUMPING QUALIFICATIONS

The parties agree that in addition to the contract language of Article 26.2(c), the following procedure will be used:

If it is determined that a more senior employee being laid off does not meet the qualifications of the position occupied by the employee(s), (in inverse order), with the least master seniority, the parties will meet and confer. If resolution cannot be reached, the matter will be referred to the Bureau of Mediation Services for final resolution.

FOR THE UNION:	_____	DATE: _____
	_____	DATE: _____
	_____	DATE: _____
	_____	DATE: _____

FOR THE EMPLOYER:	_____	DATE: _____
	_____	DATE: _____
	_____	DATE: _____

MEMORANDUM OF UNDERSTANDING
between the
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and the
TEAMSTERS LOCAL 320
on behalf of the
SERVICE, MAINTENANCE & LABOR UNIT

CLASSIFICATION GRIEVANCES

In regard to the application of Article 31.4, both parties agree to efficiently and judiciously schedule classification grievances with a neutral party as quickly as possible after the selection of the neutral party is completed.

FOR THE UNION: _____ DATE: _____

_____ DATE: _____

_____ DATE: _____

_____ DATE: _____

FOR THE EMPLOYER: _____ DATE: _____

_____ DATE: _____

_____ DATE: _____

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF MINNESOTA
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TEAMSTERS LOCAL 320
on behalf of the
SERVICE, MAINTENANCE & LABOR UNIT

LAYOFF/NON-RENEWAL PROGRAM

The parties agree to continue the University Layoff/Non-Renewal. Terms of the program are provided below.

Eligibility:

Employees are eligible if they have received a notice of layoff and hold at least a 75% time continuing appointment. Temporary employees are not eligible. While employees who previously have participated in termination severance programs are eligible for the Layoff/Non-renewal program, time included in previous programs shall not be included in any-subsequent programs. Eligible employees may elect to participate in the program up to the effective date of their layoff.

Benefits:

- (1) Eligible employees receive a lump-sum payment equal to one week of pay per full year of continuous service with the University, up to a maximum of 52 weeks of pay. One week of pay is equal to the regular hourly rate times the number of hours per week the employee was regularly scheduled to work on the last day of employment. This payment will be subject to payroll taxes.
- (2) Employees' medical and/or dental coverage may be continued for up to 18 months following termination of employment (but not after the last day of the month in which the employee becomes eligible for Medicare or other group medical plan that has no limitations or exclusions with respect to any preexisting conditions of the employee or his/her dependents) according to the following schedule:

Full Years of Continuous Service	University Contribution is Payable for
less than 3 years	0 months
3 through 4 years	up to 6 months
5 through 9 years	up to 12 months

10 years and over

up to 18 months

The University's contribution for this coverage will be the same as if the employee had remained employed. If the above contribution is for less than 18 months, the employee may continue coverage for the balance of the 18 months at his/her own expense under COBRA.

NOTE: If an employee elects to participate in this program, she or he gives up continuation coverage available under COBRA.

FOR THE UNION:	_____	DATE: _____
	_____	DATE: _____
	_____	DATE: _____
	_____	DATE: _____

FOR THE EMPLOYER:	_____	DATE: _____
	_____	DATE: _____
	_____	DATE: _____

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF MINNESOTA
and the
TEAMSTERS LOCAL 320
on behalf of the
SERVICE, MAINTENANCE & LABOR UNIT

VACATION DONATION PROGRAM

The parties agree that the Employer's Civil Service Vacation Donation Program will be made available to bargaining unit employees.

FOR THE UNION:	_____	DATE: _____
	_____	DATE: _____
	_____	DATE: _____
	_____	DATE: _____

FOR THE EMPLOYER:	_____	DATE: _____
	_____	DATE: _____
	_____	DATE: _____

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF MINNESOTA
and the
TEAMSTERS LOCAL 320
on behalf of the
SERVICE, MAINTENANCE & LABOR UNIT

Printing employees shall receive an augmentation of fifty cents (\$.50) an hour for each hour worked on a newly purchased 18" true color press capable of running two colors.

FOR THE UNION:

FOR THE EMPLOYER:

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF MINNESOTA
and the
TEAMSTERS LOCAL 320
on behalf of the
SERVICE, MAINTENANCE & LABOR UNIT

Effective July 1, 1997, the Employer agrees to contribute an amount equal to two (\$.02) cents per hour for each hour worked by employees to Bargaining Unit #3 (Service, Maintenance and Labor) to an employee assistance fund.

This fund shall be administered under policies and procedures established by a committee of seven (7) persons. Six (6) members of the committee shall be designated by the Union and one (1) member shall be designated by the Employer.

FOR THE UNION:

FOR THE EMPLOYER:

MEMORANDUM OF UNDERSTANDING
between the
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on behalf of the
SERVICE, MAINTENANCE & LABOR UNIT

B&G Bidding in Facilities Management

Employees shall bid defined areas within the First Level Supervisors Area.

In addition to the Area Bid, each Zone may have up to twenty percent (20%) of the total crew bid as floaters. Floater positions will be utilized as replacements for absenteeism, vacation, sick leave, compensatory time, etc. Floaters will also be used for Projects and Relief.

Once all floaters are assigned to an area for the shift, if additional vacancies exist employees that bid into a defined area may be used to supplement the work force in the zone.

After the First Level Supervisors' Area bids are in place, current contract language shall apply.

FOR THE UNION:

FOR THE EMPLOYER:

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF MINNESOTA
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SERVICE, MAINTENANCE & LABOR UNIT

University Bindery - Teamster Incentive Plan

This plan applies to the following classes in University Bindery:

6093 Bookbinder

FY 2006

A payment of \$0 to \$1000 shall be made to each employee who is in the bargaining unit as of July 1, 2005. Employees with less than one full year of service will receive a pro-rated payment based on the number of completed calendar months in the year being measured. Payment will be made in September 2005, in accordance with the margin and payment amounts described below:

FY 2007

A payment of \$0 to \$1000 shall be made to each employee who is in the bargaining unit as of July 1, 2006. Employees with less than one full year of service will receive a pro-rated payment based on the number of completed calendar months in the year being measured. Payment will be made in September 2006, in accordance with the margin and payment amounts described below:

If margin is greater than :

Payment is:

\$20,000.00	\$ 225.00
\$30,000.00	\$ 375.00
\$40,000.00	\$ 550.00
\$50,000.00	\$ 750.00
\$75,000.00	\$1,000.00

University Printing Services - Teamster Incentive Plan

This plan applies to the following classes in University Printing Services:

6085 Copy Center Equipment Operator
6088 Lead Copy Center Equipment Operator
6084 Senior Production Clerk
6094 Duplicating Equipment Operator

FY 2006

A payment of \$0 to \$1000 shall be made to each employee who is in the bargaining unit as of July 1, 2005. Employees with less than one full year of service will receive a pro-rated payment based on the number of completed calendar months in the year being measured. Payment will be made in September 2005, in accordance with the margin and payment amounts described below:

FY 2007

A payment of \$0 to \$1000 shall be made to each employee who is in the bargaining unit as of July 1, 2006. Employees with less than one full year of service will receive a pro-rated payment based on the number of completed calendar months in the year being measured. Payment will be made in September 2005, in accordance with the margin and payment amounts described below:

If margin is greater than :

Payment is:

\$100,000.00	\$ 225.00
\$150,000.00	\$ 375.00
\$200,000.00	\$ 550.00
\$250,000.00	\$ 750.00
\$350,000.00	\$1,000.00

FOR THE UNION: _____

FOR THE EMPLOYER: _____

DATE: _____

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF MINNESOTA
and the
TEAMSTERS LOCAL 320
on behalf of the
SERVICE, MAINTENANCE & LABOR UNIT

Parking Enforcement Officers – Twin Cities

Effective June 18, 2001, the Employer and Union agree that full time Parking Enforcement Officers working on the Twin City campus shall receive an augmentation of two dollars (\$2.00) per hour for all paid hours. This payment is in recognition of the additional traffic control duties assigned to these employees

FOR THE UNION:

FOR THE EMPLOYER:

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF MINNESOTA
and the
TEAMSTERS LOCAL 320
on behalf of the
SERVICE, MAINTENANCE & LABOR UNIT

Effective on the signing date of this memorandum, the Employer and Union agree that salary rates for individual Unit 3 classifications may be augmented whenever: 1) an augmentation is necessary to maintain competitive salaries in a geographic area, and 2) both parties agree to the effective date and amount of the augmentation.

Augmentations would continue only so long as the external market problem persists.

FOR THE UNION:

FOR THE EMPLOYER:

**Memorandum of Understanding
between
the University of Minnesota
and Teamsters Local 320
on behalf of the
Service Maintenance and Labor Unit**

Master Seniority

The parties agree to bridge the Master Seniority of Teamster employees who return to a prior classification within a particular geographic area with no break in service from the bargaining unit.

This bridging of seniority shall occur on a case by case basis as situations are brought forth by the Union. The University shall not be responsible for the bridging of an employee's non-continuous seniority except by specific agreement with the union.

The Employer shall not be responsible for the bridging of an employee's non-continuous seniority except by specific request of the Union.

FOR THE UNION

FOR THE UNIVERSITY
