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Employer Name: **Minnesota, University of (Clerical & Office Unit Agreement)**

Union: **American Federation of State, County & Municipal Employees (AFSCME), Council 6, AFL-CIO**

Local: **3800, 3801, Council 6 (clerical & office unit)**

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AGREEMENT BETWEEN

UNIVERSITY OF MINNESOTA

AND

AFSCME LOCALS 3800 & 3801
COUNCIL 6, AFL-CIO

Clerical & Office Unit

EFFECTIVE

July 1, 2003 Through June 30, 2005

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ARTICLE 1
PREAMBLE

This Agreement is between the University of Minnesota, (Board of Regents) hereinafter called the "Employer" or the "University" and the American Federation of State, County and Municipal Employees, Council 6 (AFSCME), and AFSCME Locals 3800 and 3801 hereinafter called the "Union."

This Agreement has as its purpose the joint commitment to achieve the University's goals of teaching, research, and community service; promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the expression of the full and complete understanding of the parties pertaining to all terms and conditions of employment.

The term "employee" when used hereinafter in this Agreement shall refer to employees represented by the Union in the bargaining unit unless otherwise stated.

The term Human Resources Department shall mean "appropriate" Human Resources Department: coordinate campus or University Human Resources Department.

Any member of University management referenced in this Agreement may specify a designee.

Titles of articles, sections and subsections of this Agreement are meant for ease of reading and may not be used to interpret or clarify the text of the language.

ARTICLE 2
RECOGNITION

SECTION 1. UNIT SCOPE The University recognizes the Union as the exclusive bargaining representative for employees employed in the following classifications whose employment exceeds the lesser of fourteen (14) hours per week or 35% of the normal work week and who are employed more than sixty-seven (67) working days in any calendar year (as specified in the Bureau of Mediation Services Certification Notice, BMS Case No. 91-PCE-2009 and 2006, dated February 20, 1991), but excluding undergraduate students, managerial, supervisory, and confidential employees and other employees excluded by Minnesota Statues, 179A.01 - 179A.25).

Class Number	Class Title
1800	Supplemental Clerical
1802	Senior Cashier
1803	Principal Cashier
1804	Supplemental Office/Service Worker
1805	Mail Processor
1807	Senior Accounts Assistant
1808	Accounts Specialist
1809	Principal Accounts Specialist
1812	Senior Collections Representative
1818	Inventory Services Specialist
1821	Office Assistant
1822	Senior Office Assistant
1823	Office Specialist
1824	Senior Office Specialist
1832	Senior Administrative Specialist
1833	Principal Administrative Specialist
1834	Executive Administrative Specialist
1836	Word Processing Operator
1837	Word Processing Specialist
1838	Senior Word Processing Specialist

1841 ..... Senior Data Entry Operator
1842 ..... Principal Data Entry Operator
1843 ..... Data Entry Coordinator
1844 ..... Senior Data Entry Coordinator
1848 ..... Medical Transcriptionist
1851 ..... Personnel Document Analyst
1852 ..... Personnel Assistant
1853 ..... Senior Personnel Document Analyst
1856 ..... Assistant Materials Management Specialist
1861 ..... Survey Interviewer
1862 ..... Senior Survey Interviewer
1863 ..... Principal Survey Interviewer
1875 ..... Medical Records File Clerk
1890 ..... Production Assistant, University Press
1896 ..... Student Support Services Assistant

SECTION 2. DISPUTES Unresolved disputes over the inclusion or exclusion of new or revised classifications or confidential status shall be referred to the Minnesota Bureau of Mediation Services for resolution.

SECTION 3. EXCLUSIVE REPRESENTATION The University will not assist any other employee and/or labor organization which seeks to bargain over articles covered in this Agreement.

ARTICLE 3
UNIVERSITY LABOR MANAGEMENT COMMITTEE AND OTHER LABOR MANAGEMENT COMMITTEES

STATEMENT OF PHILOSOPHY The University and the Union share a belief that many concerns between the parties can be resolved through a mutually constructive, cooperative, participative, and either joint problem solving or joint decision making approach. The parties encourage managers, supervisors, and employees to resolve concerns in a manner which emphasizes employee involvement. Decisions which are reached through this approach will benefit the University, the Union, and employees. In this spirit, the University will provide appropriate information, upon request, and consider union input during the budget planning and organizational planning process. This statement shall not be grievable nor shall either party use this Section as evidence or argument in arbitration.

SECTION 1. PURPOSE To help promote a mutually constructive and cooperative relationship, the parties agree to establish that this bargaining unit shall participate in the University-wide joint Labor Management Committee (ULMC) with AFSCME Council 6 and Locals 3260, 3800 and 3937. The Committee shall have the following specific objectives:

A. Foster communication between the parties;
B. Serve as a forum to discuss issues of mutual concern;
C. Work to build consensus for joint problem solving and planning where the parties recognize it is best to have a shared position;
D. Assess the need, if any, for sub-committees of this Committee and/or additional labor management committees at the collegiate or equivalent administrative level;
E. Promote and support the creation of additional labor management committees;
F. Inform and educate the University community about the concept and benefits of labor management partnership;
G. Communicate and share the activities of the Committee with the University community; and
H. Make recommendations to the appropriate University bodies and monitor the progress of such actions.

SECTION 2. AUTHORITY Labor management committees will have no authority to modify the terms of the Agreement between the parties. Disputes over alleged contract violations should be pursued through Article 21, Settlement of Disputes.

When a recommendation is reached by any of the committees, it shall be forwarded to the appropriate administrative level with recommendation that the appropriate administrative designee(s) consider it for implementation.

SECTION 3. MEMBERSHIP The Union and the University shall each be permitted eight (8) representatives on the Committee. The Union and the University will each designate one member to serve as co-chair. The co-chairs, along with other Committee Members, will carry out all functions of the Committee, plan the agenda and arrange meeting dates and times.

SECTION 4. MEETINGS The Committee shall meet monthly or as the Union and University mutually agree. Members may attend meetings during regular business hours after providing reasonable notification to their supervisors. Any paid time shall be subject to the paid time provisions in Article 31. However, the University shall have no obligation to reimburse employees for related expenses. Committee meetings will usually be held on University property unless the Committee agrees to other accommodations.

SECTION 5. ACTIVITIES Among other activities that Committee members may mutually agree to pursue, Committee members will pursue the following:

A. A plan to encourage schools/colleges, or equivalent administrative units, to establish their own local committees. Such committees shall be established when there is a joint request from the union and the employer in the area. Those units electing to establish local committees will determine an appropriate mix and number of participants and may seek advice from the ULMC in establishing and facilitating committee operation.
B. A plan for joint training of supervisors and stewards on the contract.
C. A plan for the union's consultation in the planning and budgeting process of the University comparable to opportunities for consultation available to other employee groups.

Upon written request by the Union, the University will provide readily available data to the Union regarding the number of University employees in various categories of employment and the Human Resources Department will meet with the Union to discuss the information provided.

ARTICLE 4
DISCRIMINATION PROHIBITION

STATEMENT OF PHILOSOPHY The University of Minnesota and the Union are committed to recognizing and acknowledging the healthy and positive diversity that we have on the University campuses. Further, the parties recognize that all employees have the right to work in a productive environment in which there is no verbal or physical intimidation, or discrimination or harassment based on the criteria provided in Section 1, Discrimination Prohibition, and Section 2, Sexual Harassment. It is in this spirit that the parties agree to the provisions of this Article. This statement shall not be grievable nor shall either party use this Section as evidence or argument in arbitration.

SECTION 1. DISCRIMINATION PROHIBITION Discrimination on the basis of race, color, creed or religion, sex (including sexual harassment), marital status, affectional preference and/or sexual orientation, public assistance status, disability, age, national origin, veteran status, or political opinions, is prohibited. The Union shall share equally with the University the responsibility for applying this provision of the Agreement.

SECTION 2. SEXUAL HARASSMENT The parties agree that all employees have a right to a workplace free from sexual harassment. The Union recognizes its responsibility to assist in maintaining a workplace free of sexual harassment. Whether sexual harassment has occurred will be determined in each situation. For purposes of illustration and example only, the definition contained in the Equal Employment Opportunity Commission guidelines, the 1984 "Policy Statement on Sexual Harassment," defines sexual harassment as follows:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic advancement; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions or academic advancement affecting such individual; (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working or academic environment.

SECTION 3. UNION ACTIVITY The Union and the University agree not to interfere with the rights of employees under the Public Employment Labor Relations Act. There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee because of union activity or lack of activity or Union membership or refusal to join the Union. The Union recognizes its responsibility as bargaining representative and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion and without regard to union activity or lack of union activity or Union membership or refusal to join the Union.

SECTION 4. NEPOTISM Relatives may work for the University provided there is no immediate supervisory relationship or substantive administrative relationship. Relatives include: (1) by blood or adoptive relationship: parents, grandparents, children, grandchildren, brothers, sisters: or (2) by marriage relationship: husbands, wives, brothers- or sisters-in-law, fathers- or mothers-in-law, sons- or daughters-in-law, stepparents, stepchildren or (3) by registered domestic partnership: registered same sex domestic partners, brothers or sisters of registered same sex domestic partners, fathers or mothers of registered same sex domestic partners, sons or daughters of registered same sex domestic partners.

Any employee who has passed an initial probationary period and who is required to resign from a position in order to comply with this section shall have rights to the layoff list as though the employee had been laid off. Any employee still serving a probationary period shall be discharged from the position if necessary to comply with this section.

The parties agree that issues of nepotism are appropriately discussed in a meet and confer situation where the issue arises, or at the ULMC on policy issues.

SECTION 5. POLITICAL ACTIVITY No employee shall be required to pay or be allowed to solicit or receive any assessment, contribution, or subscription for political purposes whatsoever during work hours. No employee shall directly or indirectly use the employee's authority or official influence to compel any employee to apply for membership in or become a member of any political organization; or to pay or promise to pay any assessment, subscription, or contribution; or to take part in any political activity.

SECTION 6. COMPLAINT PROCEDURES Upon request, the University will make available to employees copies of the various non-discrimination and Equal Opportunity/Affirmative Action (EO/AA) policies.

Information on University discrimination complaint procedures, which are also the vehicle for sexual harassment complaints, is included in Appendix A.

Should an employee decide to grieve alleged discrimination or sexual harassment through Article 21, Settlement of Disputes, the employee shall not have the right to use the University complaint procedure on the alleged violation in question. Should an employee decide to use the University procedure, then the employee shall not have the right to grieve using Article 21 of the Agreement on the alleged violation in question.

ARTICLE 5
RECRUITMENT AND EMPLOYMENT

SECTION 1. VACANCY POSTING When the Employer determines there is a continuing or temporary vacancy to be filled, the hiring Department shall submit a personnel requisition to the appropriate Human Resources Department. Announcements of vacancies shall be posted on the official Human Resources Department web page and shall include cross campus postings as feasible. The posting shall state the first day of listing, shall remain open for applications from the first day it is officially posted for at least seven (7) calendar days and shall state the date at which bargaining unit consideration ends. The appropriate Human Resources Department shall provide copies of postings to the Union. In addition, the appropriate supervisor(s) shall notify bargaining unit employees in the department, by means of the supervisor's choosing, when a bargaining unit vacancy in the department is to be posted. Disputes regarding supervisory notification may be grieved under Article 21 but remedies shall not require reversal of the hiring decision.

Postings shall include, at least, the classification, campus and work location of the job, salary and/or salary range, shift and hours of work, whether overtime or consecutive Sunday work are conditions of employment, a summary of the duties and essential qualifications for the job, and measurable, job related qualifications as determined by the Employer. There shall be no essential qualifications or selection criteria which require four years or greater college degrees for vacancies in the bargaining unit.

SECTION 2. APPLICATION Employees shall apply by submitting official application materials to the appropriate Human Resources Department or, when the option is available, by notifying the appropriate Human Resources Department that they wish a current application already on file to be considered for a particular vacancy. The application, to be considered for the posted position, must be received in the appropriate Human Resources Department by the close of the business day of the last day of the posting period.

Within a reasonable time after receiving and evaluating an employee's application for a vacancy, if it is determined the employee is not qualified for the position, the employee shall be notified of the results of the evaluation.

An employee may not apply or be considered for promotion to a vacant position during an initial probationary period unless initiated by the Employer. Employees in an initial probationary period may be promoted as the result of an employer supported job reclassification.

SECTION 3. APPLICANT HIRING Hiring of applicants who apply for vacancies and who have been certified by the Employer as meeting the qualifications for a vacancy, and as meeting the measurable, job related selection criteria as applied by the Department shall be in the following order:

A. An employee who has received a layoff notice and has not yet been laid off, who has requested in writing to be placed on the layoff list and has submitted an updated application to the appropriate Human Resources Department, shall have a right to any vacant position within his/her applicable definition of layoff per Article 25, Layoff and Recall, Section 3A-D, for which s/he has passed probation and is qualified, as determined by the Employer, and meets the measurable, job related selection criteria as applied by the Department, in order of University Seniority (see Article 24, Seniority).

B. Any employee or former employee on the layoff list who has submitted an updated application has a right of recall to the Department in which layoff occurred if the Department has a vacancy in a classification from which the employee was laid off, or a vacancy in a lower class in the related series from which the employee was laid off within his/her applicable definition of layoff per Article 25, Layoff and Recall, Section 3A-D, for which the employee is qualified, as determined by the Employer and meets the measurable, job related selection criteria as applied by the Department, in order of University Seniority (see Article 24, Seniority). For additional information regarding related class series, see Appendix F, Classification Series.

C. Any former employee whose name appears on the layoff list and who has submitted an updated application to the appropriate Human Resources Department shall have a right to any vacant position within his/her applicable definition of layoff per Article 25, Layoff and Recall, Section 3A-D, for which s/he has passed probation and is qualified as determined by the Employer and meets the measurable, job related selection criteria as applied by the Department, in order of University Seniority (see Article 24, Seniority).

D. An employee who has passed an initial probation with the University and who has been determined to be disabled according to the provisions of the Americans with Disabilities Act (ADA) and is unable to return to his/her former position because of the disability but is now certified to return to other employment shall have a right to any vacant position within his/her applicable definition of layoff per Article 25, Layoff and Recall, Section 3 A-D for which s/he is qualified as determined by the Employer and meets the measurable, job related selection criteria as applied by the Department.

E. An employee who has passed an initial probation with the University and who has been injured on the job and is unable to return to his/her former position because of the injury but is now certified to return to other employment shall have a right to any vacant position within his/her applicable definition of layoff per Article 25, Layoff and Recall, Section 3A-D for which s/he is qualified as determined by the Employer and meets the measurable, job related selection criteria as applied by the Department.

SECTION 4. APPLICATION CONSIDERATION Applicants who apply for vacancies and who have been certified by the Employer as meeting the qualifications and measurable, job related selection criteria for a vacancy shall be considered in the following order:

A. Bargaining unit employees who have applied for a vacancy in their Department following the procedures above, and who are qualified and meet the measurable and job related selection criteria as determined by the Employer, shall be considered for a bargaining unit vacancy before other applicants.

B. All other applicants.

ARTICLE 6
TEMPORARY APPOINTMENTS

SECTION 1. HIRING PROCEDURES An individual who is interviewed for a temporary or supplemental appointment shall be informed of the nature of the position as described below. Temporary or supplemental appointments do not have the same rights and benefits as continuing appointments.

At the time of hire, an employee on a temporary or supplemental appointment shall be notified in writing of the temporary or supplemental nature of his/her position. The notification shall include the duration of the appointment and shall be given to the employee with a copy to the appropriate Human Resources Department. Upon request, the Union shall be provided a list of employees on temporary posted and temporary no post positions, including the employees' work locations and length of service in the temporary position.

SECTION 2. DETERMINATION OF TEMPORARY POSITIONS. If at the time a position is filled the work is expected to last more than one (1) year, the job will be posted and filled as a continuing position. Items that will be taken into consideration will include:

A. The history of the work of the position;
B. The job series in which the duties have been performed;
C. Whether substantive changes have been made in the duties and responsibilities of the position.

SECTION 3. TYPES OF APPOINTMENTS AND ASSOCIATED RIGHTS

A. Supplemental Positions.
   1. Definition: Supplemental positions are those positions which are hourly positions with no designated percentage appointment, recognized under Article 2, Recognition, Section 1. These employees work schedules that are variable, intermittent, or on-call.
   2. Rights: An employee with this type of appointment shall not have the same rights as an employee on a Temporary (Section 3B) or continuing appointment. A supplemental employee may be terminated at any time. Such an employee:
      a. does not serve probation;
      b. does not accrue seniority, unless s/he is appointed to a temporary posted or continuing position within four (4) months of his/her last day of work of a calendar month in which the employee has worked at least 35% of the full time hours available, in which case seniority shall be credited for the hours worked in the supplemental position back to the date of hire, or the employee moves to a supplemental position from a continuing or temporary posted position, and then returns to a continuing or posted temporary position, in which case seniority shall be credited for the hours worked in the supplemental position.
      c. does not have just cause rights.
      d. does not have layoff rights.
      e. does not accrue vacation/sick leave or other benefits.

B. Temporary Posted
   1. Definition: Temporary posted positions are posted positions with a designated percentage appointment of 36% or greater and a set term with an expected duration of up to a maximum of one (1) year.
   2. Extensions: A Temporary posted appointment may be extended beyond one (1) year without posting where such an extension is a result of continuing disability, pregnancy leave, or other approved leaves of absence where the Employer expects the return of the employee holding the original appointment. Otherwise, if a Temporary (posted) appointment is extended beyond one (1) year the position must be posted either as a Temporary (posted) or as a continuing position.
   3. Rights: An employee with this type of appointment is hired for a maximum of one (1) year at 36% time or greater on a set percentage time appointment and shall not have the same rights as an employee on a continuing appointment. These positions must be posted in accordance with Article 5, Recruitment and Employment. If a Temporary posted position extends beyond one (1) year, the employee shall become continuing without posting the position. (Applications of Temporary (posted) appointments occur in Article 25, Layoff and Recall, and Article 7, Probation.) Based on the percentage of the appointment, such an employee:

      36% - 49%
      a. does not receive health insurance.
      b. does not accrue vacation and sick leave.

c. does not have bumping rights.
d. does have just cause rights once probation is passed.
e. does have layoff list and recall rights within applicable definition of layoff and appointment type after passing probation.
f. does serve a probationary period.
g. does accrue seniority.

50% - 74%

a. does not receive health insurance, but employee may self-pay;
b. does accrue vacation and sick leave;
c. does not have bumping rights;
d. does have just cause rights once probation is passed;
e. does have layoff list and recall rights within applicable definition of layoff and appointment type after passing probation;
f. does serve a probationary period;
g. does accrue seniority.

75% - 100%

a. does not have bumping rights
b. does receive health insurance in accordance with Article 20;
c. does accrue vacation and sick leave;
d. does have just cause rights once probation is passed;
e. does have layoff list and recall rights within applicable definition of layoff and appointment type after passing probation;
f. does serve a probationary period;
g. does accrue seniority.

C. Temporary No Post

1. Definition: Temporary no-post positions are positions of 36% time or greater which do not have a set term and are expected to be six (6) months or less in duration.
2. Extensions: If a Temporary (no post) appointment is extended beyond six (6) months, unless the extension is due to continuing disability, pregnancy leave, or other approved leaves of absence where the Employer expects the return of the employee holding the original appointment, the position must be posted either as a Temporary (posted) or as a continuing position. If the individual hired for a posted position is the individual who served in the initial position, s/he shall begin a probationary period upon the second date of hire and shall be granted seniority retroactive from the date of initial hire into the Temporary (no post) position, upon successful completion of a six (6) month probationary period.
3. Rights: An employee with this type of appointment is hired for a maximum of six (6) months or less for 36% or greater time on a set percentage time appointment and shall not have the same rights as an employee on a Temporary (posted) or continuing appointment. Such an employee may be terminated at any time. Based on the percentage of the appointment, such an employee:

36% - 49%

a. does not serve probation;
b. does not accrue seniority;
c. does not have just cause rights;
d. does not have layoff rights.
e. does not receive health insurance;
f. does not accrue vacation or sick leave;
g. does not have bumping rights.

50% - 74%

a. does not serve probation;
b. does not accrue seniority;
c. does not have just cause rights;
d. does not have layoff rights.
e. does not receive health insurance, but employee may self-pay;
f. does accrue vacation and sick leave;
g. does not have bumping rights.

75% - 100%

a. does not serve probation;
b. does not accrue seniority;
c. does not have just cause rights;
d. does not have layoff rights.
e. does not have bumping rights.
f. does receive health insurance in accordance with Article 20;
g. does accrue vacation and sick leave.

ARTICLE 7
PROBATIONARY PERIOD

SECTION 1. INTENT OF PROBATION Each employee selected to fill a vacancy for a continuing position or a Temporary posted position shall serve a probationary period which is an extension of the selection procedure. The intent of probation is to give the employee an opportunity to demonstrate his/her ability to perform the duties of the position.

A Department Head may decide to waive an employee's probationary period requirement with written notice to the employee, if the employee is hired to a formerly held classification in which s/he has previously passed probation in the Department.

Any absences without pay shall automatically extend the probationary period. Absence covered by Workers' Compensation will not count towards completion of the probationary period.

SECTION 2. SIX MONTH PROBATIONARY PERIOD A probationary period of six (6) months shall be served by every employee hired in any continuing or Temporary posted position on an original appointment, promotion, or demotion, and shall be successfully completed before the employee can be given a continuing appointment. A probationary period of employment of six (6) months shall be served by an employee who transfers 1) in the same class between Collegiate/Administrative Units or 2) to a different class.

Should an employee be promoted, including a promotion by reclassification, from a position in which she/he is serving probation to a position in a higher classification in the same department prior to completion of the probation, and the employee subsequently passes probation in the higher class, the employee shall be also considered to have passed probation in the class from which she/he was promoted.

SECTION 3. FOUR MONTH PROBATION A four (4) month probationary period shall be required of an employee who has already passed probation in that class in the following situations:

A. If the employee transfers or bumps to a class in which s/he has previously passed probation but in a different Department in the same Collegiate/Administrative Unit.
B. If the employee is rehired from the layoff list to a class in which s/he has previously passed probation but not in the rehiring Department.

SECTION 4. NO PROBATIONARY PERIOD No subsequent probationary period shall be required of an employee who:

A. Is assigned to a different position in the same classification, same Department;
B. Bumps back into any classification in which the employee has previously passed probation in the same Department;
C. Is rehired off the layoff list to the same Department in any classification in which s/he has passed probation in the Department;
D. Is recalled following layoff to the same classification, same Department;
E. Is reclassified in the position currently occupied and in which position the employee has passed probation.
F. Has been serving in a temporary posted position in which s/he passed probation and is hired for that position when it is reposted.
G. A Department Head, at their discretion, may count time worked in a Temporary No Post (TNP) position towards completion of the probationary period, when the employee moves to a posted temporary or continuing appointment which is the same position and classification with no break in service.

SECTION 5. PROBATIONARY REVIEWS AND RATING During the probationary period, the supervisor shall conduct a minimum of one (1) performance appraisal of the employee's work performance at the approximate midpoint of the probationary period, discuss it with the employee, furnish the employee with a written copy of the evaluation, and provide a copy to the appropriate Human Resources Department. The appraisal shall be based on the job description provided (see Article 9, Section 1.)

Failure to provide the above appraisal(s) does not mean the employee passes probation, nor does such failure extend the period of probation. There is no obligation to provide a performance appraisal if the employee is terminated before the approximate midpoint of the probationary period. An employee on probation may be terminated at any point during the probationary period. An employee who is not on an initial probationary period may have rights to a prior position. (See Section 6 below.)

SECTION 6. TERMINATION OF PROBATION If the Department Head or immediate supervisor determines during the probationary period that the employee will not pass probation, the employee shall be given written confirmation with a copy to the appropriate Human Resources Department.

New hires (original appointments) who fail to pass probation shall be discharged. Employees serving a subsequent probationary period shall be given fourteen (14) calendar days notice of failure to pass probation. In both an initial and subsequent probationary period, an employee does not pass probation if s/he is notified in writing of failure to pass probation before the end of the probationary period.

Failure to pass probation may not be grieved. An employee who fails to pass probation may allege a violation of Article 4, Discrimination Prohibition, and may proceed only through Step 3 of Article 21, Settlement of Disputes.

An employee who does not pass probation in a position within or outside the bargaining unit but has held a prior continuing position shall have the right to return to the prior continuing position, if it exists, to the extent permissible under the governing terms and conditions of employment in the bargaining unit where the prior continuing position resides. Before an employee can return to the prior continuing position, the employee must first take a vacancy in the class to which the employee would return, as provided in Article 5, Section 3 (A). If there is no vacancy for which the employee qualifies and can go to based on his/her seniority, then the employee may bump the individual occupying the prior continuing position provided that: (1) she/he has more University seniority than the individual in the position; and (2) the individual occupying the prior continuing position has not passed probation in the position. If there is no vacancy or if the employee can not bump as provided above, the returning employee shall go on the layoff list. Any employee about to be bumped because of this provision shall receive seven (7) calendar days' notice.

This return must happen within fourteen (14) calendar days after notifying the Department Head in charge of the prior continuing position, provided the employee:

A. Has successfully completed the probationary period for the prior continuing position; and
B. Was promoted or transferred from the prior continuing position; and
C. Notifies the prior Department Head in writing by the termination date of the currently held probationary position of the intent to return to the prior continuing position.

The prior continuing position referred to is the continuing position an employee last held and in which the employee successfully passed probation, if probation was required, before being transferred or promoted to the position requiring the probationary period.

If the prior continuing position exits, and the employee chooses to return to it in accordance with the above, the employee may be placed on a leave of absence without pay and/or use accrued compensatory time and/or accrued vacation credit during the fourteen (14) day period. Compensatory time shall be paid at the rate earned; vacation pay shall be at the rate of the lower position. Use of paid time does not mean the employee has passed probation; and does not extend the period of probation.

If an employee's prior continuing position no longer exists (has been abolished or reclassified), or if the employee chooses not to return, the employee shall notify the appropriate Human Resources Department of his/her intent to be placed on the layoff list. S/he must give notification in writing to the appropriate Human Resources Department on or before the anticipated date of discharge from the probationary position.

A probationary employee who is discharged from the University for disciplinary reasons shall forfeit rights to return to the prior position or to the layoff list.

ARTICLE 8
PERFORMANCE APPRAISALS

STATEMENT OF PHILOSOPHY The University and the Union share a belief that the purposes of the performance appraisal system include the following: to clarify both management's goals for the position and the employee's goals; to monitor the employee's achievements and any areas of needed improvement; to facilitate communication between supervisors and employees about the employee's job duties and establish a framework for open, constructive feedback; to encourage and develop plans for employee development and growth. This statement shall not be grievable nor shall either party use this Section as evidence or argument in arbitration.

SECTION 1. EMPLOYEE APPRAISALS Performance appraisals for each employee shall be submitted at least once each year using either a standard University evaluation form or one that is an approved substitute for that standard form.

Employees shall be evaluated by their appropriate administrator/supervisor. Employees shall be given a minimum of three (3) work days notice prior to the evaluation meeting. If a performance review meeting becomes disciplinary in nature in the employee's judgment, the employee shall have the right to adjourn the meeting and reschedule it with a union steward present.
At the time of such appraisal, the employee's specific job description, job duties and performance, and performance appraisal standards, shall be reviewed by both the employee and the supervisor to discuss patterns of performance for the past year and expectations for the upcoming year.

Each employee has the right to add written comments regarding the performance appraisal on the performance appraisal form, at the time of any review, and subsequently if any changes are made. The employee's signature on the performance appraisal form signifies that the performance appraisal has been reviewed with the employee, but does not signify that the employee agrees with the appraisal.
Each employee shall have the right to see any changes, deletions, or additions to the performance appraisal made by the immediate supervisor, a higher supervisor, department head, or administrator. Such changes shall be discussed with the employee. The employee shall be provided with copies of the completed performance appraisal.

The performance appraisal shall be placed in the employee's official personnel file. Any appraisals which are not in the official file shall not be part of the official record of the employee in considering discipline or future performance reviews. Employees have the right to review their official personnel files upon request per Article 23, Personnel Records.

A referral to employee assistance programs shall not be referenced on a performance appraisal or evaluation, nor shall supervisors use the performance appraisal as a substitute for disciplinary action as defined in Article 22.

ARTICLE 9
CLASSIFICATION AND RECLASSIFICATION

SECTION 1. CLASSIFICATION OF POSITIONS The University shall classify and/or reclassify all positions in the bargaining unit according to the nature and difficulty of duties assigned to and performed by the employee, based on a current and accurate job description, and shall assign to each position in the bargaining unit a classification title, number, and salary range.

An employee new to his/her position will receive a copy of his/her job description upon hire. The appropriate administrator/supervisor will review the description with the employee.

Materials used in determining classifications and reclassifications, such as class specifications and reclassification interpretation manuals, shall be readily available to the Union and employees on request.

SECTION 2. RECLASSIFICATION The employee may submit, through supervisory and administrative channels, a properly completed job evaluation questionnaire when changes in the tasks, duties, and responsibilities of the position are caused by reorganization of work, new staffing requirements, technology, or when s/he believes his/her position is inappropriately classified. Such requests may be submitted no more than twice per fiscal year, unless the employee's supervisor or the Human Resources Department agrees a new job evaluation questionnaire is warranted.

SECTION 3. JOB EVALUATION QUESTIONNAIRE TIMELINES The supervisor, Department Head, and Dean shall have thirty (30) calendar days to complete and forward a job evaluation questionnaire to the appropriate Human Resources Department. A supervisor cannot change or require the employee to change the employee's responses on a job evaluation questionnaire. At the request of the employee, the supervisor shall discuss any changes to the JEQ with the employee. Once the JEQ has been finalized for scoring, a copy shall be forwarded to the employee which identifies the changes and the person who made the changes.

Upon receipt of a completed job evaluation questionnaire, the appropriate Human Resources Department shall complete a review of the position, and render a decision on the request in writing to the employee, the Department, and the Union within forty-five (45) calendar days.

If the employee does not agree with the decision, s/he may request in writing within fourteen (14) calendar days the scoring of his/her responses on the JEQ. If after receipt of both scores, the employee requests in writing to be interviewed by the Human Resources Department, s/he will be interviewed. During such an interview with the Human Resources Department and the department involving reclassification issues, and any mutually agreed subsequent follow up meetings, an employee shall have the right to have a Union representative present. Employee union representatives shall participate in such meetings on paid leave time as provided in Article 31, Section 1, I.

SECTION 4. APPEAL OF JOB EVALUATION QUESTIONNAIRE The decision of the Human Resources Department may be appealed by the employee within forty five (45) calendar days of receiving the decision. Appeals must be made in writing to the appropriate Human Resources Department. The classification appeal process provided in this Section is the sole and exclusive process for the appeal of classification and reclassification actions.

A classification appeal hearing date will be agreed upon no later than sixty (60) calendar days from the date the appeal was received. A neutral party mutually agreed to by the Union and the University will hear the classification appeal. If the scores of the administration and the employee do not agree after information from the interview has been evaluated, both scorings shall be presented to the neutral party. The neutral party will issue a decision no later than thirty (30) calendar days after the conclusion of the hearing. The decision of the neutral party is final.

SECTION 5. RECLASSIFICATION EFFECTIVE DATE The reclassification of any position shall normally be made effective on the first day of the payroll period after receipt of a properly completed job evaluation questionnaire by the appropriate Human Resources Department, or in cases where the form has been delayed in coming to the appropriate Human Resources Department, on the first day of the payroll period following the sixteenth work day after submission of the completed form by the employee to the supervisor.

Reclassifications resulting in a demotion and a reduction in salary will be made effective on the first day of the payroll period following notification of the decision by the appropriate Human Resources Department to both the employee and the Union.

Departments must comply with the appropriate Human Resources Manager's decision or the decision of an appeal, within twenty (20) work days after receipt of the written notice of the decision.

SECTION 6. PERIODIC SURVEY If the employer requires a review of a position in the bargaining unit, the review shall be submitted as a Periodic Survey using a job evaluation questionnaire. Employees whose positions are being reviewed shall be informed of the reason for the review. If the employee(s) desire to have a meeting with the supervisor about the Periodic Survey, such a meeting shall be held.

Once a job evaluation questionnaire has been finalized for scoring, a copy shall be forwarded to the affected employee(s). If such a Periodic Survey appears likely to result in a demotion, upon the request of the employee, an on site audit of the position shall be conducted by Human Resources. Changes in classification resulting from Periodic Surveys will become effective on the first day of the payroll period mutually agreed to by the appropriate Human Resources Department and the Department. However, no demotions as a result of a Periodic Survey shall be retroactive.

If an employee is demoted as a result of a Periodic Survey, the employee shall be entitled to have his/her name placed on the layoff list for the class from which s/he was demoted.

Periodic Survey decisions may be appealed by the employee within fourteen (14) calendar days after receiving the decision. Periodic Survey appeals must be made in writing to the appropriate Human Resources Department. Appeals shall follow the procedures identified in Section 4 above.

ARTICLE 10
EDUCATIONAL AND CAREER OPPORTUNITIES

SECTION 1. PURPOSE Employees shall be allowed the opportunity, within the limits of this Agreement, to continue their education, improve their performance and expand their promotional possibilities by taking courses.

SECTION 2. WORK RELATED EDUCATION If an employee is required by the Employer to take a course, attend conferences, seminars, workshops, professional and scientific meetings or training as a condition of continuing employment, the Employer shall pay for the course and the time attending shall be treated as paid work time and associated expenses shall be reimbursed in accordance with existing University policy. Employees shall be granted paid time off to be trained in new technology or equipment required in the employee's current job.

Employees attending conferences, seminars, workshops, professional and scientific meetings, or training shall be compensated for attendance and travel time in conformance with the Fair Labor Standards Act (FLSA).

The appropriate administrator/supervisor has the discretion to determine whether a leave of absence with pay will be granted for:

A. Attendance at conferences, seminars, workshops, professional and scientific meetings and other approved educational activities.
B. Educational leave during work hours for not more than four (4) hours per week (or more if make-up schedule for additional time is approved by the appropriate administrator/supervisor) to be used for such purpose as attending class at the University of Minnesota. Proposals to use flexible hours to make up the time and work while attending class shall be considered by the supervisor based on staffing needs, availability of supervision, hours of operation, and other legitimate business reasons. If a supervisor determines it is necessary to limit the number of employees who can be gone for classes, approval, which is at the supervisor's discretion, shall be in the order of University seniority.

SECTION 3. CAREER DEVELOPMENT Information on University career development programs which may exist shall be provided at employee orientation programs.

Employees shall be granted four (4) hours paid time per year to be trained in the technology and skills required to be qualified for University-wide promotion.

The appropriate Human Resources administrator and the Union agree to meet and confer, upon request, at a mutually agreed time to review information on current career development programs and to hear Union reactions

SECTION 4. TUITION WAIVER, REDUCED TUITION PROGRAMS When University reduced tuition/tuition waiver programs exist, the following guidelines apply:

A. Employees shall be granted the opportunity to make application to enroll, under existing program policies, in University courses held during non-work hours.
B. Departments shall establish written guidelines for how employees may utilize these programs.
C. These guidelines shall be provided to employees at the time of hire or upon request.

Proposals to use flexible hours to make up the time and work while attending classes shall be considered by the supervisor based on staffing needs, availability of supervision, hours of operation, and other legitimate business reasons. In addition, supervisors should give extra consideration to those circumstances where the employee's request is for the final course required for completion of a degree. If a supervisor determines it is necessary to limit the number of employees who can be gone for classes, approval, which is at the supervisor's discretion, shall be in the order of University seniority.

ARTICLE 11
CHILD CARE

The Employer shall continue to provide tax sheltered dependent care accounts for employees' payroll deduction use, if allowable under state and federal statute.

Each campus shall provide to employees information that is available on child care referral services existing for both well and sick child care. This information will be provided at employee orientation and upon employee request by the appropriate Human Resources Department. Additional child care information is included in Appendix E.
Whenever the University establishes an active Child Care Committee on a campus, the Union shall be offered representation on that Committee.

ARTICLE 12
HOURS OF WORK

SECTION 1. WORK SCHEDULE Hours of work (work week or period, shift, and day) are established by the Department. Supervisors may reschedule hours of work for reasons consistent with the mission of the University. Temporary changes in the hours of work (two weeks or less) require two (2) calendar days notice, unless the supervisor and the employee(s) mutually agree to shorter notice. Changes in the hours of work which extend beyond two (2) weeks require fourteen (14) calendar days notice unless the supervisor and the employee(s) mutually agree to shorter notice. The Union and the employee(s) affected by the change may discuss the change with the supervisor.

The full-time work week shall be forty (40) hours per seven (7) calendar day week. If possible, the forty (40) hours shall be consecutive work days with two (2) or more consecutive days off.

A work shift is a regularly recurring period of work with a starting and ending time exclusive of overtime. If requested by the employee, the employee may change days, shifts, or hours of work with the approval of his/her supervisor provided such change does not result in the payment of overtime.

SECTION 2. FLEXIBLE WORK SCHEDULE Once each six (6) months, if requested by employee(s), a Department shall hold a discussion with the employee(s) at a time and place determined by the Department regarding flexible work time in the Department as a whole. This provision does not apply to Departments where a flexible scheduling policy is already accessible to employees or where a discussion with employees has occurred in the past six months and has resulted in a decision not to implement flexible scheduling. A representative from the appropriate Human Resources Department and the Union may attend such discussions. Other staff and faculty, at the discretion of the Department, may also attend.

Discussion involving flexible scheduling may focus on work productivity, effective and efficient delivery of quality services, administrative costs, staffing needs of the work areas involved for hour and function coverage, and other areas that may concern the employee(s), staff, faculty, supervisors, and Department. Elements of flexible schedules may include variable length of work days, variable starting and ending times (while insuring that core periods of necessary coverage are maintained), variable work week and variable appointment percentages.

Once the Department makes the determination regarding the viability and nature of flexible scheduling, the Department's determination and any arrangements for flexible work schedules shall be communicated in writing with reasons for the decision to employees in the Department. If there is disagreement regarding the viability or nature of the flexible scheduling, the Department's decision shall prevail and neither the decision nor the reasons given may be grieved. However, no later than fourteen (14) days calendar after the decision is communicated to the employee(s), the decision may be appealed by employee(s) to the next level supervisor who did not have an active role in making the final scheduling decision.

The employee(s) shall be given the opportunity to personally present their arguments about the installation or change of flexible schedules to the manager designated by the Employer to hear the appeal. The manager hearing the appeal shall consider the factors enumerated above and whether the department has fairly considered whether flexible scheduling is workable. There shall be a written decision denying or affirming the installation or change of a flexible schedule with an explanation of the reasons for the decision within fourteen calendar (14) days of completion of the information gathering. Appeals of Employer decisions to terminate or change established flexible schedules may be appealed only through the procedure set forth in this section.

Flexible work schedules may affect an employee's eligibility for fringe benefits. University fringe benefit rules and regulations will apply. Nothing in this section prohibits a Department's right to review, modify and schedule hours of work, or to hold additional discussions pertaining to scheduling.

SECTION 3. PAID REST PERIODS Employees are entitled to and shall be granted a fifteen (15) minute paid rest period during four (4) hours of work. Special arrangements for paid rest periods should be made between the employee and the supervisor when workload or staffing requirements prevent a regular schedule, or a schedule around the middle of the four (4) hour period. Employees who work beyond their normally scheduled work shift shall receive a fifteen (15) minute rest period before they continue work if their work will extend four (4) hours or more. Paid rest periods for employees working regularly scheduled long shifts (12 hours, for example) should be extended proportionally. Paid rest periods are not cumulative from one day to the next.

SECTION 4. UNPAID LUNCH PERIOD Scheduled unpaid meal periods interrupting a work shift shall not be less than thirty (30) minutes nor more than sixty (60) minutes in length unless there is mutual agreement between the supervisor and employee to extend beyond the sixty (60) minutes for special occasions.

SECTION 5. UNAUTHORIZED ABSENCE FROM WORK When an employee is absent from work without authorization such absence shall be grounds for disciplinary action. An employee absent for three (3) consecutive work days without authorization has resigned. However, a person may subsequently apply for a retroactive leave of absence without pay to cover the unauthorized time off, and such a request, made within seven (7) calendar days of the commencement of the unauthorized time off, shall receive reasonable consideration, particularly in those cases where a documented disability caused the absence and that fact is supported by a statement from a medical practitioner as defined in the Family Medical Leave Act which is to be submitted along with the leave of absence request.

SECTION 6. PERCENTAGE OF APPOINTMENT An employee who works an average of ten (10) percentage points or more beyond his/her appointed percentage time or a supplemental employee who works regular, predictable, scheduled hours, for three (3) or more consecutive payroll periods shall have the right to have his/her appointment percentage and employment status as defined in Article 6 reviewed by the supervisor. The Employer will not be required to raise the percentage time worked or change employment status if there is clear evidence that the employee will not be working beyond his/her previous appointment percentage time on a regular basis in the future.

If there is clear evidence that the employee will continue working beyond his/her current percentage appointment, or continue working regular, predictable, scheduled hours, the appointment percentage will be raised to the average percent time worked, or to the employment status reflected in the three (3) previous payroll periods. If at any time after the subsequent three (3) payroll periods the supervisor determines that the employee will not continue working beyond his/her previous appointment percentage time or continue working regular, predictable, scheduled hours on a regular basis in the future, the supervisor may reduce the appointment to the percentage time assigned prior to the employee's request, or return the employee to supplemental status with five (5) days prior notice given to the employee.

If the employee has served six (6) or more consecutive months in the higher percentage appointment, the layoff and bumping provisions of this agreement shall apply unless the employee is working to cover another employee's paid or non-paid leave. In such a case, the layoff and bumping provisions shall not
apply unless the employee has served nine (9) or more consecutive months in the higher percentage appointment.

Any appointment percentage time adjustment made under the provisions of this Section shall be effective on the first pay period after the adjustment request is received by the Employer or the notice is received by the employee.

Changes in the percentage time of an appointment may affect an employee's eligibility for fringe benefits. University fringe benefit rules and regulations will apply. Such modifications may result in Article 25, bumping and layoff provisions, applying. Nothing in this section prohibits a Department's right to review and modify the percentage time of appointments.

ARTICLE 13
OVERTIME

SECTION 1. OVERTIME HOURS AND RATES Overtime is the time worked in excess of forty (40) hours per work week for employees scheduled in a seven (7) day work period, on one or more University jobs.

All hours worked by an employee greater than twelve (12) consecutive hours in any work day shall be paid at time and one half the employee's regular rate of pay.

Compensation shall not be paid more than once for the same hours under any provision of this agreement.
Overtime worked with the prior approval of the supervisor shall be compensated by pay or by compensatory time off, at the option of the employee, unless payment in cash is prohibited by funding source or availability of funds as determined by the Department. Each department shall identify in writing more than one (1) person authorized to approve overtime.
If payment of cash overtime is prohibited, the employee should be informed of that fact before working the overtime, or at the time of hire, or when funding source or availability of funds as determined by the Department requires a change in the compensation method.

All employees shall be paid or receive compensatory time at time-and-one-half (1.5) the employee's regular rate for overtime as defined above. An employee may use compensatory time, subject to the approval of the supervisor, within a reasonable period of time after a request to do so unless the use would unduly disrupt the operation of the department.

Requests to use compensatory time shall be given reasonable consideration.

Departments have full discretion to limit (in accordance with written Department policy) the amount of compensatory time off that can be accumulated and the length of time a compensatory time off balance can be carried forward, except that maximum limits imposed by statute (i.e., 160 hours of straight time, 240 hours at time and one-half) will be strictly followed. Upon request of the employee and the approval of the department, compensatory time may be cashed out.

The payment for paid overtime shall be processed without undue delay when possible. Departments are encouraged to process all overtime in the pay period in which it was worked.

Upon leaving the University or upon transferring from one Department of the University to another Department, an employee whose funding source does not prohibit a cash payment may cash out compensatory overtime on the following complete payroll abstract with fourteen (14) calendar days written notice. If payment is prohibited, arrangements will be made by the Department to handle the remaining compensatory overtime obligation.

SECTION 2. DISTRIBUTION OF OVERTIME

A. Overtime as a Condition of Employment. Certain positions will require overtime as a condition of employment. Employees in these positions may be required to work pre-planned, scheduled overtime which may not be reassignable to others. Employees required to work this overtime should be informed of this condition of employment at the time of hire, or when the Department requires this overtime as a condition of employment.

B. Reassignable Overtime. The Employer shall offer and distribute reassignable overtime to employees as soon as the need for the overtime is anticipated. When reassignable overtime is required; the employee who usually performs the work shall be given first opportunity to work the overtime (including holidays). If the employee chooses not to accept reassignable overtime, or if there is more than one (1) employee in the same classification who normally performs the work and the need for the overtime is known more than twenty-four (24) hours in advance, the Employer shall inform employees of the available overtime by memorandum or posting, and other employees who are qualified and able to perform the work and wish to work overtime shall be permitted to work such overtime in classification seniority order with the most senior employee in that classification within the work unit in the Department being given first consideration. When there is twenty-four (24) hours or less notice of the reassignable overtime, the Employer shall assign the overtime according to the distribution system. In such cases, the Employer shall attempt to notify employees by memorandum, posting, or other means. If all such employees decline to work the reassignable overtime, the employee with the least amount of classification seniority within the work unit in the Department, who is qualified, shall be required to work the overtime.

If the employee chooses not to accept reassignable overtime, or if there is more than one (1) employee in different classifications who normally perform the work and the need for the overtime is known more than twenty-four (24) hours in advance, the Employer shall inform employees of the available overtime by memorandum or posting, and other employees who are qualified and able to perform the work and wish to work overtime shall be permitted to work such overtime in University seniority order with the most senior employee within the work unit in the Department being given first consideration. When there is twenty-four (24) hours or less notice of the reassignable overtime, the Employer shall assign the overtime according to the distribution system. In such cases, the Employer shall attempt to notify employees by memorandum, posting, or other means. If all such employees decline to work the reassignable overtime, the employee with the least amount of University seniority within the work unit in the Department, who is qualified, shall be required to work the overtime. Overtime distribution shall be completed in time to provide the employee who will work the overtime four (4) hours or one half shift of notice.

With the prior approval of the supervisor and to the extent compatible with a particular overtime assignment, an employee may be allowed to work the overtime at hours that are amenable to the employee's work schedule and personal commitments.

The Employer shall not be required to interrupt a specific project in progress in order to distribute overtime. Neither shall this Article require additional overtime to orient or train an employee to do the overtime work.

ARTICLE 14
REPORTING AND CALL IN TIME

SECTION 1. REPORTING TIME A full-time employee who is required to report to work for full-time service (eight hours) shall be given a minimum of four (4) hours of work on the day of reporting. In the absence of at least four (4) hours of work, the employee shall receive four (4) hours of pay at the employee's regular straight-time hourly rate or overtime, whichever is applicable. A part-time employee who is scheduled for six (6) hours of work, or more, shall be given a minimum of two (2) hours of work on the day of reporting. However, an employee who reports for work, and who because of illness or physical disability cannot be employed for the protection of either the employee's own well-being or that of others, shall receive pay only for actual hours worked.

SECTION 2. CALL-IN TIME A full-time employee who is called in because of an emergency shall receive a minimum of two (2) hours of pay at time-and-one-half (1.5) the employee's regular rate or compensatory time off (at the employee's option, unless payment in cash is prohibited by funding source or unavailability of funds as determined by the Department) provided the employee:

A. Has completed a regular work day and left the work place for at least thirty (30) minutes; or
B. Is called in on a non work day; or
C. Is called in early but will not work a continuous shift.

If compensatory time off is granted, the dates selected must be approved by the supervisor.

SECTION 3. EMERGENCY CAMPUS CLOSINGS Compensation for hours not worked or for extra hours worked due to University-wide or individual campus closings for weather or other emergencies is covered in emergency closing policy and procedures. Contact the appropriate Human Resources Department or your Chancellor's office for a copy of the current document.

ARTICLE 15
HOLIDAYS

SECTION 1. OBSERVED HOLIDAYS Employees (including those on temporary appointments) who are appointed at a designated percentage time shall be entitled to a total of eleven (11) paid holidays each fiscal year. The holidays shall be seven (7) "observed" and four (4) "floating/personal."

The seven (7) "observed" holidays are:

New Year's Day	Martin Luther King's Birthday
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Christmas Day	

There shall be four (4) "floating/personal" holidays scheduled annually.

A. On the Twin Cities campus, three (3) of these holidays shall be scheduled by the University. One (1) will be designated as a personal holiday to be taken at the employee's discretion, with the supervisor's approval, in accordance with the University's guidelines on the use of personal holidays.

B. Coordinate campuses, Minnesota Extension Service, and CUHCC shall establish their own policies for these days.

Observed holidays that fall on Saturday shall be observed on the preceding Friday. Observed holidays that fall on Sunday shall be observed on the following Monday. For employees whose schedules include Saturdays and/or Sundays, the observed holiday shall be on its actual day of occurrence instead of on the preceding Friday or following Monday.

SECTION 2. HOLIDAY WORK An employee entitled to a paid holiday leave who is required to work on a holiday shall receive regular pay for the day plus additional pay or time off at the rate of time-and-one-half (1.5) the employee's regular rate of pay for the hours worked. Employees may choose between time off or pay for these hours unless payment in cash is prohibited by funding source or availability of funds as determined by the Department.

SECTION 3. HOLIDAY TIME OFF When a holiday falls on an employee's day off, the employee shall receive an additional day off, or proportionate time off (based on the percentage time of appointment) as agreed upon between the employee and the supervisor. If the employee and the supervisor cannot agree on the day to be taken within the pay period, the time shall be converted to compensatory time or paid in cash at the discretion of the Employer.

SECTION 4. HOLIDAY PAY ELIGIBILITY To qualify for holiday pay, an employee must either work or be on an approved paid leave (such as vacation) on the employee's regularly scheduled work day before or following the holiday.

SECTION 5. RELIGIOUS HOLIDAYS When a religious holiday, not an "observed" holiday as provided in Section 2 of 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 employee's 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 16
VACATION

SECTION 1. ELIGIBILITY Employees (including those on temporary appointments) who are employed in one Department on a 50% time or greater appointment shall earn vacation with pay.

SECTION 2. ACCRUAL RATES All employees under this Article shall earn and accumulate vacation leave as follows:

Years of University Service	Accrual Rate *	Maximum Accumulation *
0 through 5 years (10,400 hours of continuous service or proportionate part thereof)	3 minutes/hour	208 hours
6 through 8 years (10,401-16,640 hours of continuous service or proportionate part thereof)	3.75 minutes/hour	260 hours
9 through 12 years (16,641 - 24,960 hours of continuous service or proportionate part thereof)	5.25 minutes/hour	364 hours
13 through 20 years (24,961 - 41,600 hours of continuous service or proportionate part thereof)	5.65 minutes/hour	391.7 hours
21 through 25 years (41,601 - 52,000 hours of continuous service or proportionate part thereof)	6.0 minutes/hour	416 hours
26 through 30 years (52,001 - 62,400 hours of continuous service or proportionate part thereof)	6.375 minutes/hour	442 hours
31 plus years (all hours after 62,401)	6.75 minutes/hour	468 hours

*Accrual rates and maximum accumulation rates are exclusive of time converted from sick leave, in accordance with Article 17, Sick Leave, Section 3, Sick Leave Conversion.

Employees shall accrue vacation leave for all straight-time paid work hours. A year of continuous service shall consist of two thousand eighty (2,080) straight time paid work hours or proportionate part thereof. Paid vacation is available for use the pay period in which it is earned, and each year of continuous employment, shall be extended by adding to such periods the number of work days the employee has been absent without pay. Vacation leave shall not accrue during periods of unpaid leave, except as provided for in Article 31, Union Rights, Section 5, Unpaid Leave Provisions.

The maximum amount of unused vacation an employee may accrue is two (2) years worth at the employee's current earning rate. Employees who change to a different accrual rate will maintain their higher maximum accumulation.

Each employee shall be informed of their current vacation accumulation and maximum accrual allowed on each pay check, or if that is not possible, a monthly written report of current accumulation and maximum accrual allowed shall be provided to the employee.

When any leave accumulation rate period of service ends within a pay period, the new vacation accrual rate starts the following pay period.

SECTION 3. VACATION PERIODS Vacation shall be taken at times selected by employees, subject to supervisory approval. Within a Department, choice of available vacation time shall be determined by time in the Department provided the request is submitted at least thirty (30) days in advance of the vacation period. Once a vacation request has been approved that request shall be honored and, an employee with more time in the Department shall not bump another employee from taking an approved vacation. Specific vacation request procedures may be implemented by Departments. While the Employer may limit the number of employees who may be gone at any one time based on staffing needs, the Employer shall not limit by procedure or rule the amount of earned vacation leave any one employee can take at any one time. The designated or appropriate administrator shall give reasonable consideration to vacation

requests and shall respond promptly to any request and respond to any request submitted at least thirty (30) days in advance within five (5) calendar days of receipt of the written request.

Any employee who is about to lose vacation leave because s/he has been denied a vacation request made in accordance with a department's leave policy and will therefore reach the maximum accumulation, shall be entitled to take one (1) week of vacation to prevent such loss upon advance notice of seven (7) calendar days to his/her supervisor or shall be allowed to cash out one (1) week of vacation.

SECTION 4. WORK DURING VACATION PERIOD Once a vacation has been approved, unless the circumstances present at the time it was approved have changed, it can be rescinded only by the Department head. If an employee is called to work while on approved vacation leave, the employee must be paid at time-and-one-half (1.5) the employee's regular rate for the hours worked.

SECTION 5. VACATION RIGHTS An employee shall not be required to reduce below ten (10) days of vacation before using leave without pay.

Any employee with vacation eligible for use who leaves University employment shall be compensated for accumulated, unused vacation.

If a date of expected return from layoff is included in the layoff notice, an employee shall be allowed to leave his/her vacation accruals intact. If an employee does not return to employment within the one year specified in the notice of layoff, the accumulated vacation will be paid out at the salary rate in effect on the last day worked. If an employee fails to give at least two (2) weeks advance notice of a voluntary termination, compensation for accumulated, unused vacation shall be made as soon as possible.

Any employee who changes to a work schedule of less than 50% time shall be entitled to be paid for any unused portion of vacation leave.

ARTICLE 17
SICK LEAVE

SECTION 1. ELIGIBILITY Employees (including those on temporary appointments) who are employed in one Department on a 50% time or greater appointment shall accumulate sick leave with pay.

SECTION 2. ACCUMULATION
Sick leave shall accrue at the rate of three (3) minutes per straight time hour paid to a maximum of eighty (80) hours per pay period. Leave shall not accrue during periods of unpaid leave except as provided for in Article 31, Union Rights, Section 5, Unpaid Leave Provisions.

Sick leave accumulated for any one pay period is not available for use until the following pay period.

An employee with available sick leave, who leaves University employment or who changes to a work schedule of less than 50% time shall lose unused sick leave. If an employee who has earned sick leave reduces his/her appointment because of a layoff situation, that employee shall keep the sick leave s/he has accrued and be able to use that leave according to this Article, even though that employee may not be eligible to accrue more sick leave.

Employees shall be informed of their total accumulated sick leave on each paycheck, or if that is not possible, shall be given a written report each month of their total accumulated sick leave.

If the supervisor and employee agree, an employee shall be allowed to use leave without pay for purposes identified in this Article rather than using accrued sick leave. If sick leave is exhausted, an employee shall be allowed to use vacation leave or overtime accruals for the reasons sick leave use is provided in this Article, unless the employee has discipline for abuse of sick leave in his/her personnel file, in which case the employee may use vacation and overtime accruals subject to the provisions of Article 16, Vacation and Article 13, Overtime.

SECTION 3. SICK LEAVE CONVERSION When a sick leave accumulation of four hundred (400) hours has been reached, one-quarter (1/4) of any sick leave accumulated thereafter may be credited to the employee's vacation accumulation if the employee's sick leave accumulation is maintained at four hundred (400) or more hours; three-quarters (3/4) of sick leave accumulated thereafter may be credited to sick leave. Sick leave accumulated prior to July 1, 1970 cannot be transferred to vacation under the provisions of this Article.

When a sick leave accumulation of eight hundred (800) hours has been reached, one-half (½) of any sick leave accumulated thereafter may be credited to the employee's vacation accumulation if the employee's sick leave accumulation is maintained at eight hundred (800) or more hours; one-half (½) of sick leave accumulated thereafter may be credited to sick leave.

SECTION 4. UTILIZATION Approved sick leave may be used by an employee who is unable to perform duties because of illness, injury, or pregnancy; or who would expose others to contagious or infectious diseases; or who must keep medical or dental care appointments.

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

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

Accumulated sick leave, as approved by the supervisor, of up to two (2) days per year can be used by an employee to participate in a personal health maintenance program (e.g., weight control, stress management, stop smoking).

Five (5) days of accumulated sick leave shall be granted for bereavement leave per Article 18, Leaves of Absence, Section 2. Additionally, with the approval of the supervisor or department head, employees may use sick leave to serve as pallbearers or to attend funerals of individuals not identified above.

SECTION 5. REQUESTING SICK LEAVE

A. Employees must request and receive approval for use of sick leave from the designated or appropriate administrator in the Department as soon as possible after the onset of illness.

B. While supervisors must be informed of the general nature of an illness, such information shall be treated by the supervisor with appropriate confidentiality.

C. In the case of extended or chronic illness, the designated or appropriate administrator in the Department may require statements from a physician or dentist which includes the anticipated date of return.

   Upon request of the Employer, when the Employer has reasonable cause to believe that an employee has abused or is abusing sick leave, employees utilizing leave under this Article may be required to furnish a statement from a medical practitioner as defined in the Family Medical Leave Act stating that the practitioner finds the employee unable to work due to illness. Requests to furnish a statement from a medical practitioner may be oral or written. Oral requests shall be reduced to writing as soon as practicable. The written requests shall state the reason(s) for the request as well as the period of time that the employee will be required to furnish the statement. If an employee does not bring a medical practitioner's statement of illness when requested, the supervisor may deny the use of sick leave.

D. Abuse of sick leave shall be one form of just cause for disciplinary action. Abuse shall be defined as use of paid sick leave for reasons other than those listed in this Article. Use of paid sick leave in a pattern such as Mondays, Fridays, or the day after payday is an example of a use of sick leave that may constitute abuse.

E. A designated or appropriate administrator may require an employee to leave the workplace:
   1) If the employee is unable to perform job responsibilities in an up-to-standard manner because of what appears to be a health condition; or
   2) If the employee may expose others in the workplace to illness or disease. Such time shall be charged against sick leave, if available.

F. If an employee becomes ill while on vacation leave and presents satisfactory proof of illness or injury, the designated or appropriate administrator in the Department may approve the use of sick leave in lieu of vacation leave.

NOTE: For information on disability leave without pay, see Article 18, Leaves of Absence, Section 6.

ARTICLE 18
LEAVES OF ABSENCE

SECTION 1. REQUESTING LEAVES Leaves of absence may be granted only when employees submit requests to their supervisors or Department Heads within a reasonable time before the desired leave, except as provided otherwise in this Agreement. In the case of emergencies, the request should be made as soon as possible after the emergency arises. Authorization for or denial of a leave of absence shall be furnished to the employee in writing by the immediate supervisor. All requests shall be given reasonable consideration. When eligible, an employee shall earn seniority, vacation, and sick leave during a leave of absence with pay. Vacation and sick leave are not earned during a leave of absence without pay except as provided for in Article 31, Union Rights, Section 5, Unpaid Leave Provisions.

In addition to leaves listed in this Article, Educational Leaves appear in Article 10, Educational and Career Opportunities; Union Leaves appear in Article 31, Union Rights.

SECTION 2. PAID LEAVE OF ABSENCE Upon request an employee shall be granted a leave of absence with pay for:

A. Bereavement Leave. Five (5) days of accumulated sick leave shall be granted when a death occurs in the employee's immediate family, to make necessary funeral arrangements and/or to attend funeral services. Additional sick leave may be granted if necessary. The Employee's immediate family as defined in this portion of the Article shall mean spouse or cohabitor, registered same sex domestic partner; children (including foster and step children, and foster, step children and children of the employee's registered same sex domestic partner); the employee's parents, grandparents, guardian, grandchildren, siblings, wards, or employee's parents-in-law or parents of the registered same sex domestic partner. If an employee requests, vacation, compensatory time, or unpaid leave of absence may be used to attend funerals of grandparents, brothers, or sisters of the employee's spouse or registered same sex domestic partner. With supervisory approval, the employee may use sick leave to serve as pallbearer or to attend funerals of individuals not identified above.

B. Jury Duty. Jury duty, provided the employee is employed at a 50% or greater appointment. An employee serving on a jury is expected to report for work during any work hours when the jury is recessed.

C. Voting. Voting in any regularly scheduled state primary or general election or in an election to fill a vacancy in the office of U. S. Senator or U. S. Representative, or a presidential primary. This leave may only be taken in the morning of the election day.

D. Court attendance in connection with an employee's official duty. Such attendance shall include transportation to and from the employee's office and the court.

E. Military leave. Tour of duty in the reserve military forces of the United States or National Guard, not to exceed fifteen (15) work days in any calendar year.

SECTION 3. DISCRETIONARY LEAVE WITH PAY IF CALLED AS A WITNESS The appropriate administrator/supervisor has the discretion to determine whether a leave of absence with pay will be granted for appearance before a court, legislative committee, or other judicial or quasi-judicial body as a witness in action involving the federal government, the State of Minnesota, or a political subdivision thereof, or the University, in response to subpoena or other direction by proper authority.

SECTION 4. LEAVES WITHOUT PAY

A. Military leave shall be granted in accordance with statutory requirements.

B. Appearance as an individual rather than as an officer or an employee of the University, whether voluntary or in response to a legal order, to appear and testify in private litigation. If an employee has vacation or compensatory time off available to use, the employee may choose to use that leave for this purpose.

C. In accordance with the University's policy on the Family Medical Leave Act, an employee shall be granted up to twelve (12) weeks unpaid leave to care for a family member. During this period of time, the Employer shall continue to make the Employer's contribution to the employee's health insurance as though the employee were on payroll. An employee may also be eligible to use sick leave under the provisions of Article 17.

D. An employee shall be granted up to sixteen (16) hours unpaid time per year for business connected to children's schooling (i.e., conferences). If an employee has vacation or compensatory time off available to use, the employee may choose to use that leave for this purpose.

E. Other personal leaves may be granted at any time to any employee for any period of time for personal purposes with department head approval. This leave may include personal unpaid educational leave to attend a University educational program leading toward a university degree.

Should more than one (1) employee in a work location request personal leave at the same time and staffing not allow approval of more than one (1) employee on leave, the employee with the most University Seniority shall get the leave. However, personal or educational leave may be denied if other previously approved leaves do not allow staffing flexibility to grant additional leaves.

SECTION 5. PARENTAL LEAVE

A. A two (2) week paid parental leave of absence compensated at the employee's current percentage appointment shall be granted to employees who are biological or adoptive parents, when requested in conjunction with the birth or adoption of a child, or employees whose registered same sex domestic partners are biological or adoptive parents.

The employee must have completed nine (9) consecutive months of employment at an average of twenty (20) hours or more paid work time per week. This parental leave shall not be charged against the employee's vacation or sick leave.

The employee must give notice of intent to use parental leave to his/her supervisor at least four (4) weeks in advance of the anticipated leave, except under unusual circumstances.

The parental leave shall begin at a time requested by the employee, although the leave may not begin more than two (2) weeks prior to the due date or anticipated adoption or six (6) weeks after the birth or adoption. In the case where the child must remain in the hospital longer than the birth mother, the leave must begin no later than six (6) weeks after the child leaves the hospital. This leave must be consecutive and without interruption and must be taken during the term of appointment.

A female biological parent may also use up to twenty (20) days of accumulated sick leave immediately following the parental leave.

When a woman is unable to perform the duties of her job due to pregnancy, additional accumulated sick leave may be used. If no sick leave is available, an employee may use accumulated vacation leave in accordance with Article 16, Vacation.

B. An unpaid leave of absence for maternity, paternity, or adoption shall be granted to an employee for a period of up to six (6) months when requested in conjunction with the birth or adoption of the child of the employee or the employee's registered same sex domestic partner. This leave may, upon request of the employee, be extended or renewed for a period not to exceed six (6) months with Department Head approval.

SECTION 6. DISABILITY LEAVE A designated or appropriate administrator may grant a leave of absence without pay for periods of temporary disability due to sickness or injury and shall grant a leave of absence without pay as required under the Family Medical Leave Act. During this leave, the designated or appropriate administrator may periodically require the employee to submit a certificate from the attending physician or from a designated physician. If the employee fails or refuses to supply such certificate, or if the certificate does not clearly show sufficient disability to prevent the employee from
performing assigned duties, the designated or appropriate administrator may cancel such leave and require the employee to report for duty on a specified date.

Sick leave without pay may be granted to an employee who is considered permanently and totally disabled according to any disability insurance program in which the University participates. Should employees on such leave recover to the point that they are employable, they shall be treated as though they were laid off and will be eligible to compete for vacancies in accordance with the layoff provisions of this Agreement. An employee on this type of leave will not be allowed to replace or "bump" an incumbent from the employee's most recently held position, unless approved by the hiring authority.

SECTION 7. REINSTATEMENT AFTER LEAVE Except as provided in this Agreement or by Minnesota law, an employee who returns from a leave of absence without pay has the right to return to employment in the same Department and in the same classification at the expiration of the leave. An employee who is laid off before the leave expires shall be entitled to the layoff provisions of the Agreement.

An employee returning from an unpaid leave of absence shall be compensated at the same rate of pay received when the leave commenced plus any non discretionary increases which became effective during the time of the leave. For increases requiring a specific length of service in order to be eligible, any time off the payroll of four (4) consecutive months or more will extend the eligibility date for the next increase by the entire time off the payroll.

ARTICLE 19
SALARY

SECTION 1. SALARY RANGES

A. The salary ranges for classifications covered by this Agreement shall be those contained in Appendix D.

B. No one may be hired above or below the assigned salary range for his/her classification.

Employees whose salaries are above the range assigned to their classification will have their salaries frozen until the salary range increases to include their salary.

SECTION 2. PROMOTION A promotion is a change from one classification to another classification that is assigned to a higher salary range.

Promoted employees must receive a salary increase of at least four percent (4%) or the minimum of the new higher salary range, whichever is greater. Promotional increases may be greater than four percent (4%) when in conformance with University policy. An employee reclassified in the same position to a higher classification shall be considered as a promoted employee under these provisions.

SECTION 3. TRANSFER, DEMOTION AND LAYOFF

A. Employees who take a transfer must be paid within the range.

B. A demotion is a change from one classification to another classification assigned to a lower salary range. Employees who take a demotion cannot receive a salary increase, and must be paid within the new salary range. Employees who are demoted shall have their salaries cut by no more than ten percent (10%), or to the top of the new lower salary range, whichever is lower.

C. For pay requirements for employees rehired or recalled from the layoff list, see Article 25, Section 11.

SECTION 4. PROGRESSION

All employees whose anniversary dates fall after December 1, 2003 and before June 14, 2004, shall not be eligible to receive a step increase until their anniversary date in the following year. Normal step increases shall resume on June 14, 2004. The shaded area will be applicable for those whose anniversary date is on or after June 14, 2004.

General Provisions: Employees hired before January 12, 1996, at the first step of the range will progress on their anniversary date in the current classification to the second step of the salary range upon completion of twelve (12) months of service. Employees will continue to progress through the salary range and will move to the next step upon completion of twelve (12) months of service since their last progression increase.

Employees hired before January 12, 1996 who promote, transfer or demote in the bargaining unit shall retain their current classification seniority dates for purposes of this section.
Employees hired on or after January 12, 1996 will progress on the date of their most recent entry into the bargaining unit to the second step of the salary range upon completion of twelve (12) months of service. Employees will continue to progress through the salary range and will move to the next step upon completion of twelve months of service in the bargaining unit since their last progression increase.

The Employer may withhold this step increase because of unsatisfactory performance, with written notice to the employee. Increases so withheld may subsequently be granted upon certification by the Employer that the employee has achieved a satisfactory level of performance. If the Employer fails to give the employee written notice that a progression increase is to be withheld prior to the date on which the increase is due, the increase shall be granted.

When an employee is rehired from the layoff list he/she shall retain credit toward the next progression increase for time worked before the break in service.

Any time off the payroll of four (4) consecutive months or more will extend the eligibility date for the next increase by the entire time off the payroll.

SECTION 5. OTHER SALARY ADJUSTMENTS: JULY 1, 2003 - JUNE 30, 2005

A. Employees who are eligible for an Employer contribution to and are participating in the UPlan shall receive a lump sum payment of $300. This payment shall exclude employees of this unit who received a step increase in the first year of the agreement. This payment shall be made on the paycheck of January 21, 2004. Employees who have waived single coverage and are covered by their spouse as a dependent are not eligible for this payment.

B. Employees who are at the top step of their pay range on June 14, 2004 shall have their rate of pay increased by 4% on that date. The range will not be affected.

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

D. For employees who are eligible for an Employer contribution to and are participating in the UPlan, the University shall make a one time payment of $200 into the health care reimbursement account effective with the 2005 insurance plan year. Employees who have waived single coverage and are covered by their spouse as a dependent are not eligible for this payment.

E. Effective January 10, 2005, the following ranges shall be changed as outlined below:

- The first step shall be removed from classes 1822 and 1823.
- The first two steps shall be removed from classes 1808, 1823, 1837, 1842, and 1862.
- The second step shall be removed from classes 1805 and 1807.

These changes are reflected in Appendix D.

SECTION 6. SHIFT DIFFERENTIAL

A. Shift differential will be $.60 cents per hour.

B. Employees eligible for shift differential are those whose work shift begins before 6:00 a.m. or ends on or after 7:00 p.m. and are scheduled by their supervisor for a total shift of at least six (6) hours in duration. This shift differential shall not apply to those employees who have requested and have been granted flexible work scheduling.

SECTION 7. WORK OUT OF CLASSIFICATION An employee who works in a higher classification for longer than five (5) consecutive work days shall receive a temporary salary augmentation during the remainder of the time the employee works out-of-class. The augmentation will be at least four percent (4%) of the employee's current hourly rate, but no less than the base rate of the higher classification. Any overtime worked during this period shall be compensated by including the augmentation.

SECTION 8. PERFORMANCE PROGRAMS At the discretion of each Collegiate/Administrative Seniority Unit, outstanding service award programs may exist and employees governed by this Agreement may be eligible for participation in them. No aspect of any performance program is subject to the grievance procedure.

ARTICLE 20
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 date of eligibility.

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 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, 2003, will continue through the 2003 insurance contract year. The amount of the Employer Contribution will be determined as follows beginning on the first day of the 2004 insurance contract year. For purposes of this Article, the 2004 insurance contract year shall be the period beginning January 1, 2004 and ending December 31, 2004.

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.
2. Family Coverage. The employee's cost for family coverage will be fifteen percent (15%) of the family rate (ten percent (10%) of the family rate in 2004) 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.
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 2004 insurance contract year is available from the Employee Benefits Department. During the 2004 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.
2. Family Coverage. 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.
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 2004 insurance contract year is available form the Employee Benefits division. During the 2004 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. An employee who receives notification of a work location change between the end of an open enrollment period and the beginning of the next insurance year, 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. If it is 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 opt out of medical coverage during any open enrollment period. An employee who has opted out of medical coverage may opt back in to 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 opt out of dental coverage during any dental open enrollment period. An employee who has opted out of dental coverage may opt back in to 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 opted out of 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, 2003 through December 31, 2003 coverage under the current UPlan will continue at the level in effect on June 30, 2003.

a) Effective for the 2004 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 2004 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
   - $15 copayment per prescription or refill for up to a 30 day supply of formulary drugs. A copay is incurred for each type of insulin.
   - $30 copayment ($25 in 2004) per prescription or refill for up to a 30 day supply of non-formulary drugs. A copay is incurred for each type of insulin.
   - $50 copayment per prescription or refill for up to a 30 day supply of lifestyle drugs.
   - For a brand name drug where a generic is available, the member pays the copayment plus the difference in cost between the generic and the brand.
   - Annual out of pocket (OOP) maximum for prescription drug copayments of $750 per person ($500 per person in 2004) or $1500 per family ($1000 per family in 2004). Copayments for the cost difference between generic and brand name drugs do not count against this annual OOP maximum. Copayments for lifestyle 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 tapes and syringes, are covered at 80%

10. Ambulance
Eligible ambulance expenses are covered at 80%, including ground or air transport as medically necessary.

11. Out of Network
Not covered except for emergent and urgent care as described above, and pre-arranged services while outside the area.

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 2004 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 2004 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.

Services	In-Network	Out-of-Network
Diagnostic/Preventive	100%	0%
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 21
SETTLEMENT OF DISPUTES

STATEMENT OF PHILOSOPHY The University and the Union recognize that from time to time work related problems will arise in employment relationships not specifically addressed in this agreement. Because solutions to these problems enhance the quality of work for employees and the effectiveness of the University's programs, the parties wish to encourage the expeditious resolution of such problems in the spirit of partnership and mutual respect.

In pursuit of this joint understanding, the parties encourage resolution of such problems consistent with the following principles:

- Employees and supervisors are encouraged to seek resolution of work-related problems at the lowest possible level.
- Given that open communication between those involved is essential in trying to reach solutions acceptable to all involved, and since confidential treatment of information fosters open communication, it is imperative that those who participate in problem-solving respect the privacy of individuals involved and agree to treat issues in a confidential manner to the extent provided by law.
- Those directly involved in the matter have an opportunity to be heard when participating in a problem-solving process.
- The process of problem resolution is intended to be flexible and should encourage the use of all resources appropriate to the specific issues including existing University committees or conflict resolution/problem-solving resources.
- Employee assistance programs available at the University may be helpful for employee(s) experiencing problems. The parties should inform employee(s) about employee assistance programs available at the University.

These statements of philosophy are not subject to the grievance procedure nor shall either party present this statement to an arbitrator as evidence or argument in connection with any disputes that may go to arbitration.

SECTION 1. GENERAL PROVISIONS

A. A grievance shall be defined as an alleged violation of the expressed terms of this Agreement.
B. The term "days" as used in this Article shall mean calendar days.
C. Any member of University management referenced below may specify a designee at least at the next higher management level than where the prior step of the grievance was heard.
D. To appeal disciplinary action resulting in discharge, a grievance shall be initiated at Step Two.
F. Upon mutual written agreement between Human Resources and the Union, a grievance may be initiated at any Step in this procedure, or steps may be waived.

SECTION 2. PROBLEM SOLVING Employees and supervisors are encouraged to attempt to resolve on an informal basis, at the earliest opportunity, a problem that could lead to a grievance. If the matter is not resolved by informal discussion, or a problem solving meeting does not occur, it may be settled in accordance with the grievance procedure. Unless mutually agreed between the Employer and the Union problem solving discussions shall not extend the deadlines for filing a grievance.

The Union Steward or in his/her absence, the Local Union President, or Area Steward, or Chief Steward, either with the employee or alone, shall present to the appropriate supervisor a written request for a meeting. If the supervisor agrees to a problem solving meeting, this meeting shall be held within fourteen (14) calendar days of receipt of the request. The supervisor, employee, Union Steward, and up to one (1) other management person shall attempt to resolve the problem through direct and forthright communication. If another member of management is present that person will not be hearing the grievance at Step Two, should it progress to that Step.

The employee, the Union Steward or in his/her absence, the Local Union President, or Area Steward, or Chief Steward, may participate in problem solving activities on paid time, in accordance with Article 31, Union Rights, Section 1H.

SECTION 3. GRIEVANCE PROCEDURE Employees and supervisors are encouraged to attempt to resolve on an informal basis, at the earliest opportunity, a problem that could lead to a grievance. If the matter is not resolved by informal discussion, it shall be settled in accordance with the following procedure. (These informal discussions shall not extend the deadlines for filing a grievance.)

All written grievances shall contain the following (Step 1 grievances are not expected to be in writing and do not require detailing of the items listed below):

a) name(s) of the grievant or grievants, if applicable;
b) a brief summary of the facts giving rise to the alleged violation;
c) citation of the section or subsections of this Agreement alleged to have been violated;
d) the date of the alleged violation;
e) the specific remedy requested.

Any written grievance filed at Step Two or Three not in accordance with the above requirements may be denied on the basis of improper filing and may be appealed to the next Step in accordance with this procedure.

Step One. The Union Steward alleging a violation of the express terms of this Agreement shall within twenty-one (21) calendar days of the event or knowledge of the event giving rise to the grievance, present to the appropriate supervisor a written request for a Step One meeting. If no problem solving meeting has been held pursuant to Section 2 of this Article, the written request shall include a brief description of the issues of concern. If a problem solving meeting has been held, the grievance shall be reduced to writing and shall include the information listed in “a” through “e” of this Section prior to the scheduling of the grievance. This meeting shall be held within fourteen (14) calendar days of receipt of the request. The supervisor, employee(s), and Union steward shall attempt to resolve the grievance. If desired by the supervisor, another member of management may be present so long as that person will not be hearing the grievance at Step Two, should it progress to that Step. The parties are limited to one (1) representative each present on Employer paid time, in addition to the grievant and the supervisor.

The supervisor shall respond to the grievant with a copy of the response to the Steward within fourteen (14) calendar days following the meeting. If the grievance remains unresolved, the Union may submit it to Step Two.

Step Two. The written grievance shall be filed with the head of the unit (or the supervisor at the next management level, if the head of the unit is the grievant’s immediate supervisor) within fourteen (14) calendar days of when the Step One response was due and a copy shall be forwarded to the appropriate Human Resources Department. If no Step One response was given, the grievance shall be filed within fourteen (14) calendar days of when a Step One response was due. A representative of the appropriate Human Resources Department shall hold a meeting between the head of the unit, the grievant, and the designated union representative on Employer paid time to discuss and attempt to resolve the grievance. This meeting shall be held within fourteen (14) calendar days of the receipt of the Step Two grievance. Within fourteen (14) calendar days of the meeting, the head of the unit shall provide a decision in writing to the grievant and the union representative with a copy to the appropriate Human Resources Department. The parties are limited to two (2) representatives each, in addition to the grievant and the supervisor.

If the grievance remains unresolved, the Union may submit it to Step Three as described below.

Step Three. The grievance shall be submitted to the Dean or equivalent administrative officer within fourteen (14) calendar days from the time the Step Two answer was due and a copy shall be forwarded to the appropriate Human Resources Department. If no Step Two response was given, the grievance shall be filed within fourteen (14) calendar days of when a Step Two response was due. A representative of the appropriate Human Resources Department shall hold a meeting between a Dean or equivalent administrative officer at the next management level, the grievant, and the designated Union representative to discuss and attempt to resolve the grievance. This meeting shall be held within fourteen (14) calendar days of the receipt of the Step Three grievance. The Union or the University may also request additional relevant information from employees other than the Grievant. However, these employees may not be required to present information.

Within fourteen (14) calendar days of the meeting, the Dean or equivalent administrative officer shall provide a decision, in writing, to the grievant and the Union representative with a copy to the appropriate Human Resources Department. The parties are limited to two (2) representatives each, in addition to the grievant and the supervisor.

An issue not raised by the Union in the Step Three grievance shall not proceed to arbitration unless mutually agreed between the parties.

If the matter is not resolved, or if no decision is rendered within fourteen (14) calendar days of the meeting, the Union may file a letter of intent to arbitrate within sixty (60) calendar days of when the Step Three response was due. This letter shall be sent to the appropriate Human Resources Department.

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

Step Four. Within ten (10) calendar days from the Union's request for arbitration the Union and the University shall select an arbitrator from an agreed upon list of arbitrators. The University and the Union may mutually agree to an arbitrator outside their agreed upon list. If the parties are unable to agree on a list of arbitrators, then the parties shall select, within ten (10) calendar days of the Union's request for arbitration, an arbitrator from a panel provided by the Bureau of Mediation Services or the American Arbitration Association. The parties shall have ten (10) calendar days following receipt of the list to select an arbitrator in the following manner: The Union shall have the right to strike one name from the list, the University shall then strike one name, and the process will be repeated and the remaining person shall be the arbitrator.

The arbitrator will then be jointly notified by the parties of selection with a request for available hearing dates. The parties agree that arbitration hearings involving possible monetary liabilities shall be given first priority in scheduling.

SECTION 4. GENERAL ARBITRATION PROVISIONS

A. The arbitration proceeding shall be conducted in accordance with the rules and procedures of the Bureau of Mediation Services or the American Arbitration Association depending upon the list from which the arbitrator is selected.
B. The cost of the arbitrator shall be divided equally between the parties.
C. The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review.
D. Each party shall be responsible for compensating its own representatives and witnesses.
E. If either party desires a verbatim record of the arbitration proceeding, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the other party and the arbitrator.
F. If the parties mutually agree, they may request assistance from a Bureau of Mediation Services neutral and/or may establish procedures for expedited arbitration.

SECTION 5. LIMITS ON THE ARBITRATOR'S AUTHORITY The arbitrator shall have no power to:

A. Rule on an issue excluded by this Agreement from the scope of the grievance procedure;
B. Amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement;
C. Issue a back pay award for an amount that includes payment prior to the date the grievance was required to be filed under this Article;
D. Establish wage schedules (the Employer can set and implement rates for new classes and the Union can grieve the rate(s));

E. Make decisions contrary to or inconsistent with or modifying or varying in any way from the law or the application of the law.

The arbitrator shall issue the award within thirty (30) calendar days of the Step Four hearing.

SECTION 6. TIME LIMITS Should the Union fail to institute a grievance within the time limits specified, the grievance will not be processed and will be considered "waived." Should the Union fail to appeal a decision within the time limits specified, it shall be considered settled on the basis of the Employer's last answer and all further proceedings shall be dropped.

Unavailability of the designated Union representative shall not waive the time limits herein except as provided. If the University fails to respond to a grievance within the time limits specified, the grievance shall be considered denied at that Step and may be appealed to the next Step within the time frame specified. The time limits and sequence of steps provided in this Article shall be strictly observed but may be extended or modified by prior written agreement of the parties.

SECTION 7. PROCESSING All preparation and investigation of grievances shall be held when the grievant and Union representative are on non-work time. The designated Union representative and the grievant may attend grievance, and problem solving, per Article 31, Section 1H, meetings with the University administrative designee(s) during working hours without loss of pay.

ARTICLE 22
DISCIPLINE

STATEMENT OF PHILOSOPHY If supervisors notice work-related behavior problems, they are encouraged to bring these problems to the attention of the employee. When such communication takes place before disciplinary action is initiated, it may often be sufficient to correct the work-related behavior problems. Employees or supervisors are encouraged to consult Union or Human Resource representatives in order to help solve the problem.

These statements of philosophy are not subject to the grievance procedure nor shall either party present this statement to an arbitrator as evidence or argument in connection with any disputes that may go to arbitration.

SECTION 1. DISCIPLINE FOR JUST CAUSE Disciplinary action shall be taken only for just cause, however probationary employees may be discharged without just cause and shall have no right to grieve discharge (see Article 7, Probationary Period). Disciplinary action, except discharge, shall have as its purpose the correction or elimination of incorrect work-related behavior by an employee.

Supervisors may not take disciplinary action against an employee who, in good faith, reports a violation of any federal or state law or regulation to a governmental body or law enforcement official. Disciplinary action may not be taken against an employee who is requested by a public agency to participate in an investigation, hearing, or inquiry as well as an employee who refuses to participate in any activity that the employee, in good faith, believes violates state or federal law.

SECTION 2. COACHING The normal corrective disciplinary procedure shall consist of three (3) steps, except that initial minor work deficiencies will normally be privately brought to the employee's attention through coaching. Coaching may include, but is not limited to instructions, directions, or prompting to the employee. Coaching provides feedback on job performance and is intended to be corrective and constructive. Coaching shall not be considered disciplinary.

SECTION 3. INVESTIGATORY MEETING Twenty four (24) hours notice of investigatory meetings shall be given to the employee whenever possible. Supervisors are encouraged to give such notice in writing. The employee is entitled to a Union representative at an investigatory meeting which may result in disciplinary action against the employee. However, neither the refusal of the employee's Union Steward or Union representative to participate nor their unavailability shall abridge the Employer's right to conduct an investigation. The Employer shall provide a written summary of the investigation results to the employee, and the Union if it is involved in representing the employee during the investigation within seven (7) calendar days of the conclusion of the investigation. Investigation results may include, but are not limited to, exoneration of the employee or the conclusion that disciplinary action is not to be taken at this time. Where a change in policy or procedure is made as a result of the investigation, the Employer will provide written notification of the change to all affected employees.

SECTION 4. DISCIPLINARY MEETING Supervisors shall give employees a forty-eight (48) hour notice, whenever possible, of planned disciplinary meetings. Supervisors are encouraged to give such notice in writing. If the Steward and the employee agree, the disciplinary meeting can be held less than forty-eight (48) hours after notification, but the Steward or employee cannot refuse to hold an immediate meeting if circumstances require it. Supervisors shall give employees the opportunity to have a Union Steward present for an oral warning, a written warning, a notice of suspension, or a notice of discharge. Employees shall be given an opportunity to hear the evidence and respond to the evidence supporting suspension or discharge while still in pay status. Non supervisory coworkers, other than a Union Steward of the employee's choice, shall not be present in another employee's disciplinary meeting.

In cases of immediate suspension or discharge, the supervisor will meet with the Steward and employee prior to the employee being required to leave the facility. However, neither the refusal of the Union Steward to participate nor his/her unavailability shall abridge the Employer's right to take disciplinary action.

SECTION 5. CONFIDENTIAL NATURE OF DISCIPLINE Disciplinary action taken by the Employer should be conducted away from coworkers and the public, except that action taken in accordance with Section 5 of this Article shall not be a violation of this provision. Disciplinary investigations and meetings are to be treated confidentially by all concerned. The University may release public information on disciplinary action(s) per the Minnesota Government Data Practices Act and/or other applicable law. Grievances citing violation of only this section shall not result in a remedy that overturns the disciplinary action.

SECTION 6. CORRECTIVE DISCIPLINARY PROCEDURE The normal corrective disciplinary procedure shall consist of three (3) steps, except that initial minor work deficiencies shall be privately brought to the employee's attention through coaching. Both parties agree that the order of discipline below is the progressive order of discipline; however, situations may arise where it will be appropriate to depart from this order.

A. An oral warning shall be given to the employee specifying the nature of any incorrect work-related behavior and pointing out that non-correction will result in further disciplinary action. Oral warnings shall be documented by use of a standard University form that shall be sent to the department/administrative unit file with a copy provided to the employee.
B. A written warning shall be given to the employee specifying the nature of any continuing incorrect work-related behavior and pointing out that non-correction will result in further disciplinary action.
C. A notice of suspension shall be given to the employee with a written explanation specifying the nature of any continuing incorrect work-related behavior and pointing out that non-correction will result in further disciplinary action.

Discipline shall be documented in writing to the employee. Discipline beyond oral warning will be copied to the employee's official personnel file. The employee shall sign the disciplinary letter to acknowledge discipline has occurred and shall receive a copy of the disciplinary letter. However, refusal of the employee to sign the letter will not invalidate the disciplinary action. Such letter shall include a statement of the rationale for the disciplinary action taken. A copy of the disciplinary letter will be provided to the Steward when written warning, suspension or discharge is involved.

SECTION 7. DISCHARGE Any demand by the Employer for an employee's resignation shall be considered a discharge.

The Employer shall have the right to discharge an employee who:

A. Is judged by the Employer to be guilty of continuing non-correction of improper work-related behavior after suspension as specified in Section 6C above;
B. Endangers in a willful or careless manner, the safety of students, patients, the public, himself/herself or other employees;
C. Causes a liability for the Employer by willful or careless violation of University procedures or policies;
D. Is judged by the Employer to be guilty of serious violations of generally accepted standards of employee conduct such as, but not limited to, theft, fraud, willful or careless destruction of Employer property, gross insubordination or falsifying of documents;
E. Fails to pass probation except as provided under Article 7, Probationary Period;
F. Engages in behavior other than A-E above which in the Employer's judgment meets accepted just cause termination tests.

Should the Employer feel there is just cause for immediately discharging an employee who has passed probation, the employee may be placed on a paid leave during which the Union and the employee shall be notified immediately and be given an opportunity to hear and respond to the evidence supporting the discharge.

SECTION 8. DISCIPLINE RECORDS IN FILE Written allegations of improper employee behavior shall be purged from departmental files after one (1) year whether or not those allegations have resulted in coaching or discipline. Such allegations would only be placed in an official personnel file if they are part of an official disciplinary action. If no disciplinary action is taken against an employee for one (1) work year following an oral or written reprimand, all records of such oral or written reprimand shall be removed from the employee's personnel file and destroyed. If no disciplinary action is taken for two (2) years after a suspension or three (3) years after a suspension for patient abuse, sexual harassment, or physical assault, all records of those suspensions shall be removed from the employee's personnel file and destroyed. For suspensions for patient abuse, sexual harassment, or physical assault, the record as a whole and the totality of the circumstances therein shall be retained.

SECTION 9. APPEAL All disciplinary actions taken by the Employer may be processed through the procedure for Settlement of Disputes per Article 21, except for an employee's failure to pass probation, as provided in Article 7, Probationary Period. The Union shall have the right to initiate a grievance involving discharge of an employee who has passed probation at the second step of the grievance procedure in accordance with the provisions of Article 21, Settlement of Disputes.

ARTICLE 23
PERSONNEL RECORDS

The official personnel file is the file maintained by the University Human Resources Department or by the appropriate Human Resources Department of the coordinate campuses. No written documentation of prior disciplinary action shall be used as the basis for disciplinary action unless it has been entered into the employee's official personnel file, or the employee has been provided written notification of recent disciplinary action. Written allegations of improper employee behavior that have not been used as a basis for coaching or are more than one (1) year old shall not be used as the basis for disciplinary action, nor shall they be placed in the official personnel file. Disciplinary action documents shall be sent to the appropriate Human Resources Department, where they shall be date stamped upon receipt, and shall be given priority in filing.

Any employee shall be allowed to review all documents held in his/her official personnel file. Requests for such review shall be in writing and addressed to the appropriate Human Resources Department. Following receipt of such request, arrangements shall be made for the employee to review his/her file in the presence of a Human Resources Department representative. No one may remove material from an employee's official personnel file unless authorized to do so by the head of the appropriate Human Resources Department or his/her designee.

Upon receipt of written authorization by the employee, his/her Union representative may schedule an appointment to review the employee's file. Copies of any document in the file related to a disciplinary action will be made upon request by the Union Representative. There will be no charge for the first ten (10) copies; a charge for all copies greater than ten will be at the departmental rate.

Employees have the right to include or update a reasonable amount of information in their personnel files that may be pertinent to their job performance. Employees shall also be able to respond to performance appraisal or disciplinary materials placed in their official file. (See Article 22, Discipline, Section 6, regarding employee signature on standard University form attached to the written discipline.)

Materials related to job performance or discipline that are placed in an employee's official personnel file by management must be copied to the employee. Materials placed in the official file by the employee must be copied to the employee's immediate supervisor. Materials that are designated for an employee's official personnel file should be filed promptly.

ARTICLE 24
SENIORITY

SECTION 1. SENIORITY DEFINITION Seniority is defined as the length of service in continuing or temporary positions. In certain situations, time in supplemental positions may count towards seniority, as provided for in Article 6, Section 3A.2. Time in designated percentage appointments of 36% or greater will be counted for all forms of seniority defined in this article. Seniority will be counted for time acquired both before and after the certification of the bargaining unit. For temporary appointments see Article 6, Temporary Appointments.

SECTION 2. CLASSIFICATION SENIORITY Classification seniority is length of service in a particular classification in the bargaining unit per Section 1. An employee accumulates and retains classification seniority in each of the classifications in which the employee has served.

SECTION 3. UNIVERSITY SENIORITY University Seniority is an employee's length of service in positions per Section 1. University Seniority shall be used as a tie breaker in seniority, in overtime distribution, in hiring off the layoff list, and in being considered for vacant positions. (Article 5, Recruitment and Employment, Section 3A and 3C).

However, time spent outside of the bargaining unit shall not count as University seniority for employees in computing seniority for hiring off the layoff list.

SECTION 4. BREAKS IN SERVICE/RESTORATION OF SENIORITY The seniority record of an employee having a percent-time appointment shall be interrupted at any time the employee's employment with the University ends.

No seniority is accrued during the period of a break in service. Except as provided in Article 24, Section 5, an employee's seniority shall be reinstated whenever the employee returns. Prior service shall be added into all types of seniority.

SECTION 5. REINSTATEMENT Employees who are hired off the layoff list, or former employees who are hired within three (3) years of their termination, who were employed on a percentage appointment of at least 50% and who are re-employed in a position of at least 50% time shall have these items reinstated: unused sick leave per Article 17; vacation leave accumulation rate and eligibility per Article 16. Former employees whose employment with the University was terminated pursuant to a settlement agreement are not eligible for reinstatement of seniority.

SECTION 6. SENIORITY ROSTERS The Employer agrees to furnish the Union each January 31 and July 31 with rosters of all employees who accrue seniority, their current and prior classifications, and start date in each classification and University start date per Section 1. Employees who have accepted positions outside the bargaining unit do not accrue class seniority in the bargaining unit when employed in positions outside the bargaining unit, but retain prior seniority earned in the bargaining unit. When two (2) or more employees have the same classification seniority date, ties shall be broken by recognizing the employee with the greater University seniority first. If a tie still continues, the employee's seniority position shall be determined by lot.

A roster shall be posted in each Collegiate/Administrative Unit and departments shall provide notification to employees where the roster is available for review.

SECTION 7. APPEALS Employees shall have thirty (30) calendar days from the date of notice in Section 6 or from return to work after a leave of absence of more than fourteen (14) calendar days to notify the appropriate Human Resources Department in writing of any disagreements over the Seniority Roster. Appeals are limited to changes since the previous posting. The challenges shall be limited to a review of official University documents located in the employee's file.

After the close of the appeal period, the Employer shall post an addendum of any changes to the Seniority Roster.

The Employer may make corrections to the Seniority Roster during the thirty (30) calendar day appeal period. Between postings, the Union and the Employer may agree in writing to changes after the appeal period. Such changes shall be incorporated in the next Seniority Roster and be so identified.

ARTICLE 25
LAYOFF AND RECALL

SECTION 1. LAYOFF POLICY The Employer may lay off an employee because of abolition of a position or involuntary reduction of an employee's appointment due to shortage of work or funds, or other reasons beyond the employee's control which do not reflect discredit on the employee, or offer alternatives to layoff as provided in the Memorandum of Understanding, Alternatives to Layoff.

The Employer shall not lay off a bargaining unit employee and subsequently assign the majority of the work of that position to students or supplemental employees.

SECTION 2. ELIGIBILITY FOR LAYOFF RIGHTS An employee who has passed probation in a continuing position of 36% or greater appointment and who, as determined by the Employer, is qualified for the position into which s/he is exercising bumping rights, is eligible for layoff rights defined below. Employees in Temporary appointments, see Section 7G.

An employee who is laid off while on disability leave, parental leave, family leave, or leave for workers' compensation shall receive layoff notice at the time as provided in this article. When an employee returns from disability leave, parental leave, family leave, or leave for workers' compensation to a position that has been eliminated, the employee shall have the right to exercise bumping and layoff rights as provided in Article 25. Employees on parental leave shall have the right to go on the layoff list any time after receiving layoff notice until the expiration of the approved leave. An employee returning from parental leave shall have the right to exercise bumping and layoff rights at the time s/he returns from parental leave. In the case of disability leave, family leave, or workers' compensation, the employee shall have the right to exercise bumping and layoff rights at the time the employee is able to return from disability leave, family leave, or workers' compensation.

SECTION 3. DEFINITION OF LAYOFF The layoff procedure for those eligible under Section 2 shall come into effect when any of the following occurs:

A. When the Employer implements a continuing reduction of the percentage appointment of an employee appointed at 100% time or abolishes the position. The Employer may reduce the appointment of an employee appointed at 100% down as far as 90% without layoff protections coming into effect.
B. When the Employer implements a reduction of a twelve (12) month appointment by more than four (4) weeks.
C. When the Employer implements a continuing reduction of the percentage appointment of an employee appointed at less than 100% time which reduces the employee's current percentage appointment below benefit line: this means a reduction below 75% for a 75-99% appointment or below 50% for a 50-74% appointment or below 36% for a 36-49% appointment.
D. For employees in positions identified as less than twelve (12) month appointments whenever the period of working time is reduced by more than four (4) weeks.

SECTION 4. PRELIMINARY TO LAYOFF
REASSIGNMENT PROVISIONS.
At least twenty-eight (28) calendar days before the effective date of a layoff, the Union will receive notice of the approximate number of positions and probable classes affected by the impending layoff, except in emergency situations.

Upon request of the Union, the Department shall meet with a Union representative and affected employee(s), and other participants the Department deems appropriate, to discuss the impending layoff and possible alternatives to layoff and advise employee(s) of their rights under this Article. This discussion is not subject to the grievance process and shall not delay the effective date of the impending layoff.

The Employer and the Union agree that employees in the affected Department may volunteer for layoff or hour reductions but this shall not require extending the effective date of the layoff. Employees may also have options available under the Memorandum of Understanding, Alternatives to Layoff.

Departments may offer vacancies or reassignments in the same class, transferable classes, or lower class, in those units where layoffs have been announced and/or have occurred to remaining qualified employees in order of University seniority before these vacancies are posted.

SECTION 5. LAYOFF NOTICE Employee(s) whose positions have been abolished or reduced as described above shall be notified in writing at least twenty-eight (28) calendar days before the effective date of an employee's layoff, except in emergencies. Employees who will be bumped by another employee shall be notified in writing at least twenty one (21) calendar days before the effective date of the bump, except in emergencies. A copy of the layoff notice, which must identify the specific position(s) to which an employee has rights to bump, will be sent to the appropriate Human Resources Department and to the Union and shall include the reasons for the abolition or reduction of the position as per Section 1, an explanation of the employee's bumping rights, and a reference to the possible impact of layoff on unemployment benefits should bumping rights not be exercised. Should a layoff notice fail to include the specific position to which an employee has bumping rights or fail to identify if there are no bumping rights, then a new layoff notice of twenty one (21) or fourteen (14) days shall be issued, and a new deadline is established for the decision whether or not to bump.
Once layoff notice has been issued, affected employees shall be granted up to one and one-half (1.5) straight time paid hours per week to interview for other University positions. Time in excess of one and one-half (1.5) hours may be charged to accumulated vacation leave or compensatory time or be taken without pay. The employee must request such time off from his/her supervisor.

If an employee with a continuing appointment is not hired in a vacancy per Article 5, Recruitment and Employment, Section 3A, or does not take one of the Alternatives to Layoff identified in the MOU, the bumping procedures detailed below shall come into effect upon the effective date of the layoff. (See also Section 7D and Section 10, paragraph 2).

SECTION 6. BUMPING PROCEDURES Employee(s) shall bump in the following order (with respect to the "applicable definition of layoff," please see (E) below):

A. The employee shall bump in the same Department, to the position occupied by the least senior employee that is in the same class, immediate geographic area, and within the applicable definition of layoff or, if the employee has no bumping right and chooses to do so, to a definition of layoff which provides less work time, per Section 3A-D, that is held by the least senior employee by University seniority within the class. If no such position exists,

B. The employee shall bump in the same Collegiate/Administrative Seniority Unit to the position occupied by the least senior employee who is in the same class, immediate geographic area, and within the applicable definition of layoff or, if the employee has no bumping right and chooses to do so, to a definition of layoff which provides less work time, per Section 3A-D that is held by the least senior employee in the class by University seniority. If no such position exists,

C. The employee shall bump in the same Department to the position in a lower class in which the employee has passed probation in the Department, in the same immediate geographic area, and within the applicable definition of layoff or, if the employee has no bumping right and so chooses to do so, to a definition of layoff which provides less work time, per Section 3A-D that is held by the least senior employee in the class by University seniority. If no such position exists,

D. The employee's name shall be placed on the layoff list.

E. For employees who have voluntarily reduced their percentage appointment since July 1, 2002 and who did so in response to a lack of department or college funds, the employer will provide the following. If such employees are laid off within two years of the date of their voluntary reduction, such employees shall be allowed a one-time option to exercise their layoff rights at either their former, or their current, definition of layoff. This option shall be available only to those employees laid off from the department in which they took the voluntary reduction.

F. 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 areas including Rosemount, Chaska, Excelsior, and Navarre, and Bethel;
   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. Cloquet Forestry Center;
   9. Rochester CEE Center;
   10. Hormel Institute, Austin;
   11. Willmar;

SECTION 7. LIMITATIONS ON VACANCY, BUMPING RIGHTS AND PROCEDURES

A. Prior Class Rights. If an employee is eligible to bump to more than one previously held classification, the bumping options shall be applied to those classifications in the inverse order in which they were held.

B. Rights of Bumping Employees. Employees who are bumped may also have bumping rights as defined and covered under this Article.

C. Qualifications. An employee may only bump to positions for which the employer has determined s/he is qualified, that is, that the employee meets the essential qualifications and existing measurable, job related selection criterion as applied by the Department based on the duties currently assigned to the position.

D. Acceptance of Vacancies. Before bumping, and in accordance with Article 5, Recruitment and Employment, Section 3a, an employee must take a vacant position for which the Employer has determined s/he is qualified in the same classification, Collegiate/Administrative Seniority Unit and immediate geographic area, within the applicable definition of layoff per Section 3A-D which provides the same salary. If such a vacancy is not accepted the employee will no longer be eligible to exercise bumping rights, but may have layoff list rights per Section 10, paragraph 2. The hiring department shall offer salary to the employee as provided in Section 11.

E. Acceptance of Bump. An employee shall bump to any continuing position for which the Employer determines the employee is qualified, in the same classification and immediate geographic area per Section 6, and within the applicable definition of layoff per Section 3A-D or be placed on the layoff list (see Section 11).

F. Probationary Employee Limitations. An employee only has bumping rights to classes in which s/he has passed probation in the Department.

An employee who has not passed probation in the abolished or reduced time position shall not have rights to bump. The employee may have rights to a previously held position as detailed in Article 7, Probationary Period, Section 6.

G. Rights in Temporary Positions. Employees on Temporary appointments are eligible for layoff rights only as specifically provided under this Article.

Employees on continuing appointments may not bump employees on Supplemental or Temporary appointments. Employees on continuing appointments may be reassigned to Supplemental or Temporary appointments only at the discretion of the Employer.

If an employee on a continuing appointment is reassigned into a posted or non-posted temporary position, the employee will retain the status of a continuing employee and will continue to accrue all seniority and maintain other contract rights of a continuing employee.

If an employee on a posted temporary appointment is reassigned into a non-posted temporary position, the employee will retain the status of a posted temporary employee and will continue to accrue all seniority and maintain other contract rights of a posted temporary employee.

After successful completion of probation, employees on temporary appointments whose appointments have been reduced or abolished or who are bumped due to the reassignment of a continuing employee shall not have bumping rights but shall have the right to be placed on the layoff list.

H. Layoff Right Retention. In bumping, and in rehiring from the layoff list, employees may have to serve probation as required in Article 7, Probationary Period. However, in this bump or rehire situation, if the employee fails to pass probation, the employee shall be placed on the layoff list per Section 8, paragraph 2. This option may be exercised twice. Failure to pass probation a third time will exclude the employee from all rights to return to the layoff list. (See Article 7, Probationary Period.) A right to return to the layoff list is forfeited if an employee is discharged from the University for disciplinary reasons.

I. Retraction of Bump. An employee who has elected to bump may not retract that election if the incumbent of the position into which the employee would bump has left the position prior to the effective date of the bump.

SECTION 8. LAYOFF LISTS The University shall maintain a list of all employees who have been laid off from their positions. Names shall be placed on the list by classification in order of University seniority or as mutually agreed. An employee's name shall be on the list for all classes in which the employee has served.

These conditions must be met before an employee's name is placed on the layoff list: 1) The employee must have received a written notice of layoff, or notice of failure to pass probation, per Section 7H; 2) the employee must submit an updated application to the appropriate Human Resources Department; and 3) the employee must request in writing to have his/her name placed on the layoff list per Section 7H and Article 5, Recruitment and Employment, Section 3A.

SECTION 9. RECALL In accordance with Article 5, Recruitment and Employment, Sections 3A and 3B, an employee on the layoff list must be recalled by the Department in which layoff occurred if the Department has a vacancy in the classification or a lower class in the related series and appointment type (temporary or continuing) from which the employee was laid off and for which the employee is qualified as determined by the Employer. When reemployed in the same class and layoff condition, the employee's name shall be removed from the layoff list.

After receiving the recall notice from the Department, the employee has seven (7) calendar days during which to indicate in writing to the Employer his/her intent to return; and twenty-one (21) additional calendar days to report to work. Failure to accept recall to a position shall constitute a resignation and the employee's name will be removed from the layoff list.

SECTION 10. LAYOFF LIST RIGHTS The employee's name shall remain on the layoff list for a period not to exceed two (2) years or three (3) years outside the seven (7) county metropolitan area, from the effective date of layoff, or until the employee has returned to work at the University within that time, unless the employee returns to a lower class or layoff condition from which s/he was laid off, in which case, the employee's name shall remain on the layoff list so s/he will be offered vacancies in the same class from which s/he was laid off for two (2) years from the date of layoff. Once an employee is actually laid off, the employee may turn down reemployment to the first two (2) positions in the same class, immediate geographic area and within the applicable definition of layoff per Section 3A-D and appointment type (temporary or continuing) at a salary ninety (90) percent or more than the employee's salary at the time of layoff and still remain on the layoff list. The employee must accept the third position or have his/her name removed from the layoff list.

During the time between receiving notice and being laid off, an employee's name can be put on the layoff list at his/her written request per Section 8. During the time between receiving notice and being laid off, the employee applies per Article 5, Recruitment and Employment, Section 3A, may turn down reemployment to the first two (2) positions as provided above (see Section 10). However, the employee must accept a vacancy per Section 7D, or the employee will no longer be eligible to exercise bumping rights. During this time, an employee may refuse a referral on a job interview and this shall not count as a turndown.

Employees have rehiring rights as specified in Article 5, Recruitment and Employment.
Bargaining units employees whose names are on the layoff list will be offered temporary positions, excluding temporary no post positions, for which they are qualified, in University seniority order.

An employee's name may remain on the layoff list if s/he is re-employed in a position outside his/her applicable definition of layoff per Section 3 A-D and/or appointment type (temporary or continuing) or in a lower class as in Section 10, but this shall not extend the two year or three (3) year maximum. An employee who has exhausted his/her rights on the layoff list shall be considered as having resigned in good standing.

SECTION 11. SALARY An employee who is recalled or who bumps or is rehired from the layoff list to a position in the same class, , shall maintain the same salary as at the time of the layoff. When an employee bumps to a lower class, their salary shall be treated as a demoted employee in the Salary Article.

SECTION 12. RIGHTS OF EXCLUDED EMPLOYEES ENTERING THE BARGAINING UNIT Employees who have accepted positions outside the bargaining unit do not accrue seniority in the bargaining unit when employed in positions outside of the bargaining unit, but may retain prior seniority earned in the bargaining unit. Employees who are laid off from a position outside the bargaining unit shall have bumping rights into a position in this bargaining unit in a class or equivalent class in which the employee previously served or in a position for which the employee is determined to be qualified by the Employer only under the following conditions:

1. The employee shall have exhausted all layoff rights within his/her own bargaining unit, or, if not in a bargaining unit, within the applicable terms or conditions governing their employment. The employee may bump only in accordance with the applicable terms and conditions of his/her employment.
2. The employee shall exercise rights to a vacancy in a class or equivalent class in which s/he has previously passed probation and for which there are no bargaining unit applicants prior to bumping in this bargaining unit.
3. Bump.

a. In order for a returning employee to exercise bumping rights into the bargaining unit, the employee must have greater seniority in the classification or equivalent classification than the employee who would be laid off.

b. The employee may bump only into a position in the same Department or Collegiate/Administrative Seniority Unit where the layoff occurred. If the employee has less than two (2) years seniority in the Collegiate/Administrative Unit, s/he may bump in the same Department. If the employee has two (2) or more years seniority in the Collegiate/Administrative Unit, s/he may bump within the Collegiate/Administrative unit.

SECTION 13. BENEFIT ELIGIBILITY FOR LAID OFF EMPLOYEES Employees subject to layoff are eligible for benefits as specified under the terms and conditions of this Agreement (See Article 16, Vacation and Article 20, Insurance) and may be eligible for other benefits that may be offered to bargaining unit employees through special University programs to aid workers dislocated or in career transition due to layoff. (See MOU on Alternatives to Layoff.)

ARTICLE 26
SUBCONTRACTING

The Union waives the right to bargain over the decision to subcontract bargaining unit work. In the event the University elects to subcontract and its decision results in the displacement of bargaining unit members, the University agrees to attempt to give the Union ninety (90) days advance notice and shall give the Union sixty (60) days advance notice and to meet with the Union upon request, at a mutually agreed time, to discuss the effect of subcontracting, if any. Employees affected by subcontracting in a manner which meets the definition of a layoff shall be provided the protections of Article 25, Layoff and Recall.

ARTICLE 27
SAFETY

STATEMENT OF PHILOSOPHY The University and the Union are committed to establishing and maintaining a safe and healthful workplace. The parties encourage managers, supervisors, and employees to increase their efforts to reduce the number of potential safety and health hazards in their workplaces. They are also encouraged to work towards establishing and maintaining programs to inform and educate all employees on potential workplace hazards in order to reduce and prevent accidents and injuries. The University and the Union recognize the value of building and coordinate campus safety efforts which include union representation.

This statement shall not be grievable nor shall either party use this section as evidence or argument in arbitration.

SECTION 1. GENERAL POLICY It shall be the policy of the Employer that the occupational safety and health of its employees, the protection of work areas, and the prevention of accidents are continuing and integral parts of its everyday operating responsibility. The Employer is committed to providing a safe and healthful working environment for employees. The employees shall have the responsibility to use any provided safety equipment and procedures in their daily work and shall cooperate in all safety and accident prevention programs. The University agrees to abide by all relevant required local, state and federal safety and health standards, and no employee shall be disciplined or suffer any retaliatory action for, in good faith, exercising legal rights to a safe and healthful workplace

SECTION 2. EMPLOYEE SAFETY

A. Any employee who is injured or who is involved in an accident during the course of his/her employment, no matter how slight the injury, shall file an accident report with the designated supervisor, as soon as possible after the injury and prior to the conclusion of the employee's work day, whenever possible. While the initial report may be given orally, it must be followed up within 48 hours with a written report on the First Report of Injury form which shall be submitted to the appropriate administrator/supervisor who shall then submit it to the appropriate Human Resources Department.

B. The University agrees to assess any unsafe or unhealthy working conditions in a timely manner and will take remedial action, as appropriate. Results of such assessments shall be reported to the employee(s) who reported the condition.

C. The University will make available information about hazardous substances in the workplace as required by Minnesota Employees Right to Know Act (MERTKA) and the Minnesota Occupational Safety and Health Act (MOSHA).
D. The Employer agrees to supply the equipment necessary to do work safely and to avoid injury to workers. When proper equipment is determined by the Employer or law or regulation, every effort shall be made to provide and use it in a timely manner to prevent injury.
E. Employees have the right to refuse work consistent with M.S. 182.654, Subd. 11.

SECTION 3. BUILDING SAFETY Fire and disaster plans and plans for improvement of air quality shall be developed by the University. Copies of the plans will be posted in each building and available in appropriate departmental offices for employee inspection. All buildings in which bargaining unit employees work shall meet applicable state and federal health, environmental, safety and fire codes.

SECTION 4. LABOR MANAGEMENT SAFETY SUBCOMMITTEE(S) The University Labor Management Committee (ULMC) shall establish a safety subcommittee(s) that may propose policies, programs, and guidelines, as appropriate, in the following areas:
A. Compliance with applicable federal and state health and safety standards;
B. MERTKA based activities;
C. Creation and implementation of safety orientation programs for new and transferring employees;
D. Timely and appropriate training to accommodate changes in equipment or practice;
E. Examination of specific safety problems that have implications for the University community in order to recommend solutions as appropriate;
F. Development of a recommended policy that, if adopted, would be posted to instruct the University community in the proper handling of medical emergencies;
G. Additional issues of mutual concern.

The ULMC Safety Subcommittee(s) shall make recommendations to the University's Director of the Department of Environmental Health and Safety.
The Subcommittee(s) shall convene quarterly or as the Union and University mutually agree. Subcommittee members may attend Subcommittee meetings up to two (2) hours quarterly during regular business hours after providing reasonable notification to their supervisors. Subcommittee members shall lose no pay for attending Subcommittee meetings which are held during the employee's scheduled work time (up to two hours maximum, unless mutually agreed otherwise). However, the University shall have no obligation to reimburse employees for related expenses. Subcommittee meetings will usually be held on University property unless the subcommittee agrees to other accommodations.

SECTION 5. UNIVERSITY-WIDE SAFETY COMMITTEE AFSCME Local 3800 shall be entitled to a representative on the University-wide Safety Committee and shall be represented on safety committees at UMM and UMC. AFSCME Local 3801 shall be entitled to a representative on the UMD Safety Committee.

ARTICLE 28
WORKERS' COMPENSATION

Any employee who is injured or who is involved in an accident during the course of his/her employment, no matter how slight the injury, shall file an accident report with the designated supervisor, as soon as possible after the injury and prior to the conclusion of the employee's work day, whenever possible.

Employees whose on-the-job injury prevents them from performing their regular duties, but who are physically and mentally able to perform duties in a satisfactory manner, shall be hired in a vacant position for which they are qualified, at the same or lower pay range, ahead of all other applicants, except those having received layoff notice, laid off employees and employees determined to be disabled under pertinent provisions of the Americans with Disabilities Act (ADA), in accordance with Article 5, Recruitment and Employment.

Employees injured on the job who cannot be re-employed in an AFSCME Unit 6 position may be given temporary assignments in non-union positions without jeopardizing their union status.

Upon request, the University will give the Union a periodic status report about return to work and accommodations for employees on Workers' Compensation and, upon request, shall meet with the Union at a mutually agreed upon time to discuss accommodating the return to work of employees on Workers' Compensation.

Time for which Workers' Compensation benefits are received is not considered "work time." Therefore, any time on Workers' Compensation does not count toward completion of the probationary period or eligibility for holiday pay or vacation or sick leave accrual. Only actual time worked or the time charged to vacation or sick leave is used to determine eligibility for such benefits.

When an employee on Workers' Compensation benefits has decided to use sick leave and/or vacation to supplement his/her Workers' Compensation benefits the following procedure applies: The employee shall notify the appropriate payroll office that s/he wishes to supplement his/her Workers' Compensation check through use of sick leave and/or vacation leave. The University shall obtain from the University Workers' Compensation Insurance Administration Office the amount of the benefit check and authorize a payroll check in the amount of the difference between the benefit check and the employee's regular gross pay for the employee's normal pay period. The employee's sick leave and/or vacation balance shall be reduced by the amount of the payroll check divided by the employee's hourly rate of pay at the time the payroll check is issued.
An employee who uses sick leave and/or vacation leave while awaiting the Workers' Compensation determination shall return that part of the Workers' Compensation check which covers the waiting period to the University. The University shall credit back to the employee sick leave and/or vacation leave the number of hours equal to the amount of the Workers' Compensation check divided by the employee's hourly rate.

An adjustment could require reimbursement from the employee to the University if the combination of compensation payments and sick leave and/or vacation payments exceeds his/her normal salary.

Health, life, and dental insurance benefits provided under Article 20, Insurance, shall continue as long as an employee meets the eligibility requirements; makes timely payment of the employee's contribution; is off the University payroll due to a University work-related injury or work-related disability and is receiving or is eligible to receive Workers' Compensation payments.
When an employee has incurred an on-the-job injury or disability and has filed a claim for Workers' Compensation, medical costs connected with the injury or disability shall be paid by the Health Maintenance Organization or the Health Insurance Carrier pursuant to the provisions of Minn. Statute, 176.191, Subdivision 3.

If employees who are receiving Workers' Compensation benefits secure employment outside the University instead of accepting a position at the University of Minnesota, their Department may terminate them at the beginning date of employment or when the employee is eligible for health insurance with their new employer or after six (6) months leave of absence, whichever comes first.

If an employee becomes physically, mentally, or emotionally handicapped to the extent that s/he cannot perform regular duties, the employer shall make a reasonable effort to place the employee in a position that s/he is physically, mentally, or emotionally able to perform. The employer does not have to create a new position solely to provide employment for the employee.

ARTICLE 29
WORK RULES

The Employer may establish and enforce reasonable work rules which are not in conflict with the terms of this Agreement. Such rules may be established on an organizational unit basis such as a work location, Department, Coordinate Campus, Collegiate/Administrative Unit, or University-wide and shall be the same rules for all Unit 6 employees in an area, but may vary according to what is appropriate for the work assigned to employees, and shall be applied uniformly to all employees who are affected within these organizational units. The rules shall be posted and/or distributed to directly affected employees.

Whenever new or amended rules are established, the organizational work unit shall inform affected employees prior to the effective date of the rule, whenever practicable. The University shall make a reasonable effort to discuss, and upon request, shall meet with the Local Union, explaining the need for the rules, and shall allow the Union reasonable opportunity to express its views prior to placing the rules in effect. For the purposes of this Section, the Local Union for issues related to rules at the local level shall be the local Union Steward, or in his/her absence the Area Steward or Chief Steward, and for issues at the campus or bargaining unit wide level it shall be a Union Officer.

ARTICLE 30
UNION SECURITY

SECTION 1. CHECK-OFF The University agrees to deduct Union membership dues from the earnings of any employee covered by this Agreement, provided the Union submits to the University a written request for such deductions, signed by the employee. Upon submission by the Union of a written request, signed by the employee, the University also agrees to deduct contributions as part of the total dues deduction to the Union's political action fund, PEOPLE. Such requests must be received by the University no later than fourteen (14) calendar days prior to the end of the payroll period for which the deductions are to be effective. The University shall remit the total deductions, with an itemized statement of the deductions, to the Union as soon as possible.

SECTION 2. CHECK-OFF CANCELLATION Union membership dues deduction for an employee, once authorized, shall continue until the University receives a written request from the Union to discontinue such deductions.

SECTION 3. EXCLUSIVITY Check-off of Union dues shall be granted only to the exclusive representative for employees covered by this Agreement.

SECTION 4. EMPLOYEE LISTS At the Union's expense, the University shall quarterly provide the Union with payroll information, as permitted by applicable law; and monthly provide a list of employees deleted from or added to the bargaining unit, plus any classification changes within the bargaining unit, and shall provide available work phone numbers and work locations for bargaining unit employees. The Union and the University will meet to determine the details of these reports.

SECTION 5. INDEMNITY The Union agrees to indemnify and hold the University, including its individual Regents and their agents, harmless against any and all claims, suits, orders and judgments brought or issued against the University as the result of action taken or not taken by the University or its agents in complying with Sections 1-2. Fair share deductions and remittances are included in this indemnification.

SECTION 6. EMPLOYEE ORIENTATION Each supervisor shall be responsible for the orientation of each employee. The employee shall be provided with a University orientation packet, which will include an explanation of insurance benefits and information on child care programs and shall be informed when Human Resources is holding orientation sessions, and shall be allowed to attend such an orientation session. During such an employee orientation, a Union representative may be present and shall be permitted a reasonable time to address bargaining unit employees. All newly hired bargaining unit employees shall be provided at the time of hire a letter signed jointly by the Union and the University.

SECTION 7. STUDENT EMPLOYMENT INFORMATION At the Union's expense, the University shall provide student employment information to the Union quarterly as provided by applicable law. The University agrees to meet with the Union and discuss concerns, if any, regarding student employment.

ARTICLE 31
UNION RIGHTS

SECTION 1. GENERAL PROVISIONS The Minnesota Public Employee Labor Relations Act (PELRA), Minn. Statutes 179A.subd.6, provides that a public employer must afford reasonable, unpaid time off to elected officers or appointed representatives of the exclusive representative to conduct the duties of the exclusive representative.

All Union business shall be conducted on leave without pay, accumulated vacation, or accumulated compensatory time. What follows are the only exceptions that provide for Employer paid leave:

A. The Union Steward's activities per Sec.2C and Article 21;

B. Attendance of the designated Union representative and the grievant at grievance meetings with the University administrative designee(s) per Article 21, Settlement of Disputes, Section 6;
C. Participation on a joint labor-management committee per Article 3, University Labor Management Committee, Section 4 or 5; Article 27, Safety, Section 4;
D. Participation on a task force per Memorandums of Understanding (such as, but not limited to Job Classification Task Force, Problem-Solving Pilot Project, Office Ergonomics Task Force);
E. Official activities of an officer (per Sec. 2B) on Union business with the Employer or with the local Union.
F. Participation of a Union representative in employee orientations offered by the Human Resources Department.
G. Attendance at Employer initiated investigatory and disciplinary meetings.
H. Attendance of the designated Union representative and the affected employee at problem solving meetings per Article 21, Section 2.
I. Attendance at meeting to discuss the results of a reclassification per Article 9, Section 3.

Except for time to provide representation in emergency disciplinary actions, time off for Union business must be scheduled and approved by supervisors in advance.

In no event, except for a Steward's presentation of grievances, in meetings with the University administrative designee(s) during working hours, shall any Union Activist's (Steward, or officer or committee member's) paid time off for Union business (per Section 1 A, C, D, E, F, G, H, and I above) exceed eight (8) hours per month.

If the performance of Union business is on non-work time as provided in this section, the Activist shall not be paid. If the performance of union business as provided in this Section, and including the presentation of grievances, is during the employee's normal work day or week, those hours shall be counted as work time.

On a quarterly basis, the Union must provide to the appropriate Human Resources Department the name of each Union activist, the Department in which s/he is employed, and the Units that s/he represents or the official Union business involvement expected.

SECTION 2. UNION ACTIVITIES

A. Problem Solving and Grievance Presentation. It is recognized and accepted by the Union and the Employer that problem-solving efforts and the processing of grievances are limited by the job duties and responsibilities of employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities in accordance with Article 3, University Labor Management Committee and Article 21, Settlement of Disputes.

The aggrieved employee and a Steward shall be allowed a reasonable amount of time without loss of pay for the presentation of a formal grievance to the University, and for problem solving subject to the terms of Article 21. The presentations may be during normal work hours provided that the employee and the Steward have notified the designated supervisor(s).

B. Officers' Activities. Up to five (5) Union Officers for Local 3800 and up to four (4) Union Officers for Local 3801 whose names have been provided to the Employer on a quarterly list, may be granted up to eight (8) hours of time off with pay in each calendar month to conduct Union business (per Section 1 c, d, e, i above) with advance notice to their supervisors. The Union shall provide a minimum of two (2) days notice to the department prior to the use of this time off with pay for Union business, whenever possible.

C. Steward's Activities. The University acknowledges that the Union Steward is expected to perform such duties as: a) posting Union notices and announcements; b) transmitting communication authorized by the Local Union or its officers to the Employer; c) procuring grievance-related documents from the Employer.

If such activities cannot be accomplished during off-duty time, the designated Union Steward may be allowed reasonable time off with pay with notice to the Steward's supervisor in accordance with the following guideline. Stewards who are responsible for the administration of the Agreement may be granted up to one (1) hour of time off with pay in each calendar month for these activities. The Employer recognizes that procuring grievance related documents may occasionally require additional paid time beyond the one (1) hour per month.

D. Accredited Representatives. Accredited representatives of AFSCME shall have access to the premises of the Employer at reasonable times during working hours to conduct Union business related to administration of the Agreement, as may be required, after first informing the supervisor of the unit they wish to visit.

E. Union Leave. In accordance with MPELRA, a Union officer shall be granted leave without pay to serve on the negotiating committee for a new contract, to attend an AFSCME council convention, to attend a Council 6 executive board meeting, and to conduct all other Union business of the exclusive representative. The employee may elect to use accumulated vacation time or accumulated compensatory time as scheduled with his/her supervisor in advance. Any Union leave, one (1) day or less in duration, shall be requested as soon as possible. Any Union leave in excess of one (1) day shall be requested in writing at least fourteen (14) calendar days in advance of the effective date.

SECTION 3. LOCAL UNION MEETINGS 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.

SECTION 4. BULLETIN BOARDS In accordance with the policy of each University building, the Union shall be granted posting rights for Union meeting notices and other official Union publications on specifically designated Department bulletin boards at mutually agreeable locations. Space shall be designated on those bulletin boards which will be exclusively for Union materials.

SECTION 5. UNPAID LEAVE PROVISIONS. While Union officers, stewards, or committee members are using unpaid leave for the purpose of contract negotiations, as well as conducting Union business as referenced in Section 1, paragraph 1 of this Article, the employees will continue to accrue vacation and sick leave as though working their normal appointment, have their anniversary dates for progression increases and vacation accrual advancement unaffected, and be considered in pay status on the days before and after holidays.

SECTION 6. OFFICE SPACE At the Duluth and Twin Cities campuses, the employer agrees to provide office space, if available, for AFSCME Local 3801 and 3800. If office space is available, the Employer agrees to provide it to the Local Unions at the customary rental rate.

ARTICLE 32
MANAGEMENT RIGHTS

Except as expressly limited by this Agreement, the University reserves unto itself all rights, powers, and privileges heretofore exercised or granted to it by law including but not limited to the following:

A. The right to manage and control the University's business. Adopt rules and regulations, determine financial and budgetary policies (including all accounting procedures) and all matters pertaining to public relations. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

B. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, and the right to establish, modify or change any right or practice, but not in conflict with the specific provisions of this Agreement.

C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, evaluate, assign work to employees, determine the qualifications of employees, including physical conditions, determine the size of the work force, lay off employees, and determine the policy affecting the recruiting, selection, testing, or training of employees, providing such selection shall be based upon lawful criteria.

D. The right to determine the services, supplies and equipment necessary to continue its operations and to determine the means, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein, the placement of or distribution of work and the source of materials, supplies and staff.

This Article shall not be used to avoid any of the provisions of this Agreement.

ARTICLE 33
SAVINGS

This Agreement is intended to be in conformity with all applicable and valid federal and state laws and those rules or regulations promulgated thereunder having the force and effect of law which are in effect on the effective date of this Agreement. Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision, and all other valid provisions shall remain in full force and effect.

Should the implementation of any provision or portion of this Agreement be delayed or withheld because of an applicable federal law, Executive Order, or regulation regarding wage and price controls, only such specific provision or portion shall be affected and the remainder of this Agreement shall continue in full force and effect. Any portion or provisions of this Agreement thus delayed or withheld shall become effective and be implemented at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the term of this Agreement or any extension thereof.

ARTICLE 34
NO STRIKE/NO LOCKOUT

SECTION 1. NO STRIKE The Union and the University subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption to the University. The Union therefore agrees that it shall not authorize, ratify, promote or support any unlawful strike under the Minnesota Public Employment Labor Relations Act. A strike is lawful if conducted as provided under the provisions of the Minnesota Statutes 179A.18 Subdivision 1. A strike is defined under the Minnesota Public Employment Labor Relations Act as a "concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment" (Minnesota Statutes 179A.03, Subdivision 16). Any employee who violates the provisions of this section may be discharged or otherwise disciplined. Any employee so disciplined may elect to grieve the discipline under Article 22 of this Agreement.

SECTION 2. NO LOCKOUT The University agrees it will not lock out employees during the term of this Agreement.

ARTICLE 35
ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties. This Agreement is subject to amendment only by a subsequent written agreement between, and executed by, the University and the Union. The waiver of any term or condition of the Agreement by either party shall not constitute a precedent unless the parties specifically agree in writing.

ARTICLE 36
DURATION

This Agreement shall be effective as of _____day of February 2004, except as otherwise provided in the Agreement, and shall remain in full force and effect until the 30th day of June 2005.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred fifty (150) calendar days prior to the expiration date that it desires to modify this Agreement.

In the event that such notice is given, negotiations shall begin not later than one hundred twenty (120) calendar days prior to the expiration date. All time limits contained herein may be extended by mutual written agreement. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) calendar days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.

In witness whereof, the parties have set their hands this ____day of February 2004.

APPENDIX A
DISCRIMINATION COMPLAINT INFORMATION

Complaints of discrimination may be resolved by the Office of Equal Opportunity and Affirmative Action (EO/AA) without using a formal grievance procedure. In the case of employees not located in the Twin Cities area, employees have the right to discuss with or submit a complaint to the local Human Resources Department, the Office of Equal Opportunity, or Grievance Officer.

The EO/AA Office has the responsibility and authority to assist individuals with complaints of discrimination, including sexual harassment. They will help resolve problems primarily through informal channels; the help is available to faculty, staff, and students with problems related to employment and education. The EO/AA Office reserves the right to change its policies and procedures.

The Employer agrees that the complaint procedure for discrimination complaints shall be opened to Union participation at the request of the complaining employee and that EO/AA personnel shall inform a complaining employee of this right. The complaint procedure shall include the following:

1. An employee who believes s/he has a discrimination complaint should discuss his/her situation with an EO/AA Office staff member, who will inform the person of various options.

   The equal opportunity officer determines whether or not the complaint warrants investigation. The person may be asked to complete a complaint form. When a complaint is initiated, at the request of the employee, a notice of the complaint in progress will be sent to the Union. If in filing a complaint an employee states that s/he is unable to perform in the work site from which the complaint arose, the EO/AA staff member shall conduct a preliminary review in a timely manner concerning the urgency of the situation. If this preliminary review establishes that a reasonable basis for the employee's concern about continuing in the work situation exists, the EO/AA shall take intervening action, when appropriate, to defuse the situation which may include temporarily reassigning either party until such time as the complaint is fully investigated, there is a finding, and corrective action, if required, is implemented.

2. If the complaint warrants investigation, an EO/AA Office staff member shall attempt to conduct the investigation within thirty (30) days of the original complaint to determine if University policy has been violated. The staff member shall prepare a written report at the conclusion of the investigation. If there is an EO/AA recommended action, that recommendation should be included in the report. If the complaining employee has requested the Union's involvement in the complaint, the Union's representative as well as the complainant shall be provided a written summary of the EO/AA's final disposition of the complaint. If EO/AA ceases their activities on a complaint in which the Union has been involved, the EO/AA office shall notify the employee and the Union in writing that their office is no longer investigating and/or working on mediating the complaint. The Union and the Employer agree that all hearings and records shall be confidential as provided by law and that retaliation against an aggrieved employee or witness is prohibited.

   If it is determined that University policy was violated, a remedy to the problem will be offered.

   If it is determined that University policy was not violated, the complainant will be informed, and other options will be explained, including where complaint procedures may be filed under state and federal law.

   In assessing the existence of sexual harassment in a particular case, the record as a whole and the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred, will be considered. The determination of conduct which violates this policy will be made from the facts on a case by case basis.

   Neither the procedure outlined above, nor any complaint which is not resolved by this procedure are subject to Article 21, Settlement of Disputes.

3. Incidents of harassment should be reported as follows:

   Crookston: Grievance Officer; Selvig Hall; 218-281-8365
   Duluth: Office of Equal Opportunity; 255 Darland Adm. Bldg.; 218-726-6827

Twin Cities:	Office of Equal Opportunity & Affirmative Action, 419 Morrill Hall 612-624-9547
Morris:	Vice Chancellor for Acad. Affairs and Dean, 315 Behmler Hall 320-589-6015

Victims of harassment often need immediate help in overcoming the fear, trauma and anger caused by such behavior. These resources are available for counseling:

Crookston:	Counseling and Career Center, Bede Hall; 218-281-8585
Duluth:	UMD Employee Assistance Program; 218-720-1309
Twin Cities:	Employee Assistance Program, 612-627-4242 Boynton Health Service (fee for service) 612-625-8400 University Counseling Services (fee for service) 612-624-3233
Morris:	Student Counseling Center; 612-589-6060

APPENDIX B
VACANCY POSTING

As of the effective date of this contract, the following are official areas where vacancy information can be found:

DULUTH:	255 Darland Administration Building
CROOKSTON:	Selvig Hall, Research and Outreach Center
MORRIS:	Behmler Hall, first floor
MINNEAPOLIS :	Blegen Hall, across from Room 5
ST. PAUL:	Coffey Hall, next to Room 20
HUMAN RESOURCES	Donhowe Building, 1st floor

An employee may call the Office of Human Resources, 200 Donhowe Building for information about possible alternative job vacancy resources (e.g. job line, electronic bulletin board, etc.), and their locations.

Employees interested in vacancies at other campuses should contact Human Resources personnel on the campus(es) to which the employee desires to move for assistance in job placement.

The Employer agrees to notify the Union whenever it changes or eliminates the location for an official bulletin board.

APPENDIX C
BU 6 COLLEGIATE/ADMINISTRATIVE SENIORITY UNIT LISTING

1) **President**
President, Office of the
Grievance Office
University Senate

University Relations
University Relations, Office of
Alumni Relations

Development, Office of
Student Services Communication

Office of the General Counsel
General Counsel, Office of the
Compliance Office

Chief of Staff/Vice President
Men's Intercollegiate Athletics
Women's Intercollegiate Athletics
Athletic Facilities
Athletic Administration
Intercollegiate Athletics
Trademark & Licensing

Regents
Regents, Board of

2) **Executive Vice President & Provost**
Executive Vice President & Provost, Office of the
Academic Counseling Intercollegiate Athletics
Weisman Art Museum
International Programs, Office of
Aerospace Studies
Military Science
Naval Science
Equal Opportunity & Affirmative Action
Institutional Research & Reporting
International Study & Travel Center
Admissions, Office of
New Student Programs
Registrar, Office of the
Student Finance Administration, Office of
Child, Youth, & Family Consortium

<u>Information Technology, Office of</u>
Information Technology, Office of
Academic & Distributed Computing Services
Central Computing Operations
Networking & Telecommunications Services
Applications Development & Maintenance
Information Technology Finance, Office of
Information Technology Security, Office of
Planning
Information Management Systems
WEB Development

Metropolitan Educational Telecommunications Network

Rochester, University of MN

3) **Research**
Supercomputer Institute
Sponsored Projects Administration
University Press
Urban & Regional Affairs, Center for
Graduate School
Research Subjects Protection Program
Hormel Institute
MN Sea Grant Program
Transportation Studies, Center for
Global Change, International Center for
Patents & Technology Marketing
Digital Technology Center

4) General College

5) **Health Sciences, VP**
Academic Health Center
Academic Health Center Public Relations
Biomedical Graphic Communications
Health Sciences Learning Resources

Academic Health Center - Shared
Academic Health Center Special Programs
Bioinformatics
Cancer Center
Community-University Health Care Center & Variety Children's Clinic
Research Animal Resources, Academic Health Center
Comparative Medicine
Research Animal Resources, College of Veterinary Medicine
MN Molecular & Cellular Therapy Program
Bioethics, Center for
Academic Health Center Office of Research
Drug Design Center
Spirituality & Healing Center for
Genomics
Infectious Disease, Center for
Emergency Medicine

Medical School
Continuing Medical Education
Medical School Administration
Medical School Administration & Student Affairs
Medical School Curriculum
Institutional & Departmental Research, Medical School
Biomedical Engineering, Center for
MN Medical Foundation

6) **Senior VP Finance & Administration**
University Services
University Services
Concerts & Lectures

Campus Health & Safety
Environmental Health & Safety
Building Code Division
Emergency Management
Police Department
Health & Safety

Facilities Management

Housing & Food Services

Auxiliary Services
University Stores
Printing Services
Addressing & Mailing
Bindery Services
Office Equipment Services
Campus Mail
Parking Services
Bookstores
Computer Store
Transit Services
U Card Office
Fleet Services

Chief Financial Officer
Controller's Office
Controllers Office
Risk Management
Workers Compensation
Purchasing Services
University Policy & Process Development
Financial Systems Support
Accounting Services
Disbursement Services
Inventory Services
Midwestern Higher Education Commission
Sponsored Financial Reporting

Budget & Finance
Budget & Finance
Bursar, Office of the
Asset Management
Real Estate Office
Rosemount Research Center
Campus Master Planning
University Tax Department

Human Resources, Office of

Audits, Department of

7) Campus Life, Office of the Vice President for
Campus Life Administration, Vice President
Counseling & Consulting Services, University
Aurora Center for Advocacy & Education
Student Legal Services, University

Campus Involvement Center
Student Judicial Affairs

Multicultural & Academic Affairs
Multicultural & Academic Affairs
Disability Services
Disability Services Employee Accommodation

Boynton Health Service

Recreational Sports & Student Unions
Recreational Sports
Twin Cities Student Unions
Twin Cities Student Unions, St Paul

8) Agricultural Experiment Station Administration
College of Natural Resources
College of Architecture & Landscape Architecture

9) College of Education & Human Development

10) Carlson School of Management

11) College of Liberal Arts

12) Institute of Technology

13) College of Continuing Education

14) University Libraries

15) College of Biological Sciences

16) Law School

17) Humphrey Institute of Public Affairs

18) Medical School Unit 2
Biochemistry, Molecular Biology & Biophysics, TMED
Genetics, Cell Biology & Development, TMED
Microbiology
Pharmacology
Physiology
Human Genetics, Institute of
Neuroscience

19) Medical School Unit 3
Anesthesiology
Dermatology
Family Practice & Community Health
Laboratory Medicine & Pathology
Medicine
Neurology
Neurosurgery
Obstetrics & Gynecology
Ophthalmology
Orthopaedic Surgery
Otolaryngology

Pediatrics
Physical Medicine & Rehabilitation
Psychiatry
Radiology
Surgery
Therapeutic Radiology
Urologic Surgery

22) School of Public Health

23) College of Pharmacy

24) School of Nursing

25) School of Dentistry

26) College of Veterinary Medicine

27) MN Extension Service

28) Agricultural, Food, & Environmental Sciences, College of
Rosemount Research & Outreach Center
MN Extension Service, Agriculture & Applied Economics (MES)

29) College of Human Ecology

30) Vice Chancellor for Academic Administration, UMD
UMD, Academic Administration
UMD, U of MN Extension Service
UMD, Health Sciences

31) Vice Chancellor for Academic Support & Student Life, UMD
UMD, Academic Support & Student Life

32) Vice Chancellor for Finance & Operations, UMD
UMD, Finance & Operations
UMD, Chancellor's Office

33) Morris, University of MN
UMM, Academic Affairs
UMM, Finance
UMM, Chancellor's Office
UMM, Student Affairs
UMM, Continuing Education, College of

MN Extension Service – West Central

West Central Research & Outreach Center

34) Crookston, University of MN
UMC, Academic Affairs
UMC, Finance
UMC, Chancellor's Office
UMC, Student Affairs

U of MN Extension Service – Tech Unit Northwest

Northwest Research & Outreach Center

36) North Central Research & Outreach Center
Southwest Research & Outreach Center
Southern Research & Outreach Center

The above Collegiate/Administrative Seniority Unit Listing represents the groupings of collegiate, administrative and equivalent units for the purpose of determining bargaining unit seniority. The University in its sole discretion may change, alter, establish or eliminate these groupings and seniority units. If the University does so, the University and the Union agree to meet and to discuss how the seniority of any affected employees shall be calculated.

APPENDIX E
CHILD CARE

CHILD CARE RESOURCE AND REFERRAL NETWORK

Employees in the Duluth area should contact the UMD Department of Human Resources at (218) 726-7161 for information regarding adult and child care services.

Employees in the Morris area should contact the Office of the Vice-Chancellor for Finance at (320) 589-6021.

THE UNIVERSITY OF MINNESOTA CHILD CARE CENTER

The Child Care Center provides child care programs at several locations in the Twin Cities area. For more information call the University Child Care Center at)612) 627-4014.

In addition, child care services are available at the Child Care Center on the Crookston campus. For more information contact the UMC Child Care Center at (218) 281-6510.

APPENDIX F
CLASSIFICATION SERIES

CLASS NUMBER	CLASS TITLE
1802	Senior Cashier
1803	Principal Cashier
1807	Senior Accounts Assistant
1808	Accounts Specialist
1809	Principal Account Specialist
1821	Office Assistant
1822	Senior Office Assistant
1823	Office Specialist
1824	Senior Office Specialist
1832	Senior Administrative Specialist
1833	Principal Administrative Specialist
1834	Executive Administrative Specialist
1836	Word Processing Operator
1837	Word Processing Specialist
1838	Senior Word Processing Specialist
1841	Senior Data Entry Operator
1842	Principal Data Entry Operator
1843	Data Entry Coordinator
1844	Senior Data Entry Coordinator
1861	Survey Interviewer
1862	Senior Survey Interviewer
1863	Principal Survey Interviewer

MEMORANDUM OF UNDERSTANDING
ALTERNATIVES TO LAYOFF

When, due to budget reductions, program changes, attempts to improve efficiency or service to the public, or for other reasons, the University reorganizes, consolidates, reduces the size of, or merges, current organizational units, the parties agree it is desirable to minimize employee disruption by considering alternatives to layoff and by involving employees in the planning process.

In seeking those ends, the parties agree the following actions should happen:

1. Full information should be provided to employees and the Union as early as possible in the process of organizational changes.
2. Input from employees and the Union should be sought regarding the implications of possible changes on future operation of the unit, work efficiency, and employee concerns.
3. Input from employees and the Union should be sought in considering alternatives to layoff which could accomplish the stated goals of the contemplated action.
4. Input from employees and the union should be taken about any possible use of subcontracting, while changes affecting current employees' employment are under consideration.
5. By mutual agreement of the parties, any or all of the above matters shall be discussed in a Labor/Management committee forum, provided one exists at the local level. If there is no local labor management committee, the Employer will meet and confer with the union on any of the above matters upon request of the union.

It is expected that changes due to program consolidation, attempts to improve efficiency and/or service, programs or functions, or due to mergers, should be planned well in advance and in detail so that notice beyond the requirements provided in Article 25 should be given to employees who may be subject to layoff. It would be anticipated that in such advance planning situations, the Employer should give sixty (60) days advance notice of the pending changes.

At that time, if it has not already happened, the affected department(s) shall meet with employees and the Union to discuss the following:

1. Reasons for the proposed changes
2. Possible alternatives to position elimination to accomplish desired goals
3. Proposed classifications of and numbers of positions affected by the proposed changes.

Individual employees affected by the elimination or reduction of their positions shall be notified in the manner prescribed in Article 25.

Departments are encouraged whenever possible to provide notice up to six (6) months in advance to allow utilization of retraining. The employer agrees to provide information about available retraining opportunities to any employees affected by these reorganizations or layoffs.

At the time employees are given notice, all affected employees shall be informed of what the number, classification, and duties of the bargaining unit positions in the altered work unit will be.

Because the goal is to keep employees who want to stay at the University, any employee in the affected department may take the options provided below in order to open up positions, except for the vacancy-bumping and retraining options, which are only available to employees whose own position is abolished or reduced. These options are available only to employees in departments affected in the manner described above, and to all employees in departments where budget reductions of relatively short notice causes positions to be abolished or reduced in a way which meets the definition of layoff in Article 25:

1. <u>LAYOFF/NON-RENEWAL PROGRAM</u>

<u>Eligibility:</u>
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.

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.

(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
Less than 3 years	0 months
3 through 4 years	6 months
5 through 9 years	12 months
10 years and over	18 months

{If the sum of their full years of continuous University service and age on their last day of employment is 75 or greater and they have received a notice of layoff, they can continue their medical and/or dental coverage until the last day of the month in which they become eligible for Medicare or for other group coverage, whichever comes first. The employee's contribution for this coverage will be the same as if the employee had remained employed.}

The above paragraph sunsets and will cease to be in effect on 6/30/05.

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.

The employee may elect to participate in the program up to the effective date of layoff.

2. OPTIONAL LEAVE OF ABSENCE AND VOLUNTARY REDUCTION OF APPOINTMENT

The Employer at its option may offer employees who have not been notified for layoff in University seniority order a leave without pay or a reduction of the percentage time of the position for a specified period during which employees shall accrue seniority, earn vacation and sick leave, receive health care coverage, and be eligible for tuition waiver programs as if the employees remained employed. The employer reserves the right to terminate this leave of absence with thirty (30) calendar days notice, at which time the employee may be recalled or be laid off pursuant to Article 25. An employee returns from LOA to a position in the same class and department, but not necessarily to the same position occupied prior to the LOA. Step placement and anniversary dates of such returning employees shall be determined according to the terms of Article 18, Section 7. In no case shall such a leave extend beyond one (1) year unless specifically agreed between the employee and the Department Head.

3. VACANCY PREFERENCE

An employee can choose to exercise vacancy preference by choosing to go on the layoff list at any point his/her own position has been identified as affected, per Articles 5.

An employee who chooses the Layoff/Non-Renewal Program is no longer able to exercise recall rights.

The provisions set forth in this MOU are not subject to the grievance procedure in Article 21.

MEMORANDUM OF UNDERSTANDING
UNION ACTIVIST/SUPERVISOR ORIENTATION

The Employer and the Union agree to the following discussion agenda for supervisor-union activist orientation.

The supervisor, Union Activist (steward or officer or committee member), appropriate Human Resources Department Representative, and Union Representative shall meet and review the contract provisions on Article 21, Settlement of Disputes; Article 22, Discipline; Article 31, Union Rights; and Article 3, University Labor Management Committees. Application of these provisions to the Union Activist's specific work situation shall be clarified in the following aspects:

1. Who shall be notified of grievance or disciplinary meetings? In that person's absence, who should be notified of such meetings?

2. Who should be contacted to request Union leave? In that person's absence, who should be contacted?

3. What form should above notification take, such as, oral or written notice?

4. What are the highest activity time periods in the work location? What are the lowest activity time periods in the work location?

5. What provisions will be made for phone calls and messages?

It is understood the Union and Employer may not have total agreement on the degree to which union rights must be accommodated in every situation. However, the parties do agree on the following points:

1. The Union Activist shall give notice immediately when grievance meetings or discipline meetings are scheduled.

2. The Union Activist will make known to the appropriate Human Resources Representative the preferred meeting times for his/her work area, and the meeting times to be avoided, if possible.

3. The Union Activist will request union leave as much in advance as possible, as soon as the need is known, and in periods of low activity, to the extent possible.

4. The Employer recognizes that the Union Activist is not in sole control of grievance meeting scheduling and will accommodate time off in unavoidable conflicts.

5. The parties agree that the joint goals of providing union representation to employees and completing the work of the Employer shall be pursued in a positive problem-solving manner.

6. After the meeting, it is desirable to document in writing the specific understandings reached. The parties understand this does not abrogate either party's rights under the Collective Bargaining Agreement.

MEMORANDUM OF UNDERSTANDING
TASK FORCE ON OFFICE ERGONOMICS

1. During the course of this Agreement, the University and the Union agree to continue the task force for the purpose of assessing and evaluating office ergonomic considerations and possible occupational health hazards associated with office ergonomics

2. Task force membership shall be comprised of one (1) technical unit, three (3) clerical unit, one (1) Health Care unit and five (5) University representatives. Additional members of the University may be invited to participate including a representative from the Purchasing Department.

3. With advance notice and supervisory approval, the task force shall be released for up to two (2) hours per month without loss of pay for the duration of this Agreement or as mutually agreed.

4. The task force will develop operational guidelines/communication plans regarding office ergonomics and prepare recommendations and conclusions for presentation to the ULMC. The task force will not continue beyond the duration of this Agreement.

MEMORANDUM OF UNDERSTANDING
VACATION CASH OUT OPTION FOR 3801

For the life of this Agreement, AFSCME Unit 6 employees who are represented by Local 3801 may request to cash out up to 40 hours of their accumulated vacation time each year. This option will be presented to these employees by November 30 of each year. Denials of a request will not be grounds for a grievance.

MEMORANDUM OF UNDERSTANDING
VACATION DONATION

1. PURPOSE

The purpose of the vacation donation policy is to allow an employee to donate vacation leave to an individual under certain conditions. Employees who have a need for additional paid leave because they have exhausted all paid leave and have a serious medical hardship or catastrophic illness or injury, such as cancer, major surgery, AIDS, a serious accident, heart attack, etc., that poses a threat to life and/or requires inpatient, hospice, or residential health care are eligible. The employee's need may arise from their own serious medical hardship or catastrophic illness or from their need to care for a family member. Family members include spouse or cohabitor, children (including foster children and step-children), parents or parents-in-law of the employee and registered same sex domestic partner, children of the registered same sex domestic partner, or parents of the registered same sex domestic partner, who has a serious medical condition or catastrophic illness. This policy is not intended to cover an employee who is experiencing a normal pregnancy, has a common illness or injury covered by an employer paid long term disability policy or worker's compensation, or has incurred an injury during the course of committing a felony.

2. ELIGIBLE DONATORS

To be eligible to donate an employee must:

A. be eligible to accrue vacation leave;
B. have passed their initial probationary period;
C. have leave available;
D. not deplete their own bank.

3. DONATIONS

All donations are voluntary and are made to an individual. An employee may donate no less than eight hours, but not more than forty hours of vacation each year, prorated according to their percentage appointment. The donated paid time will be calculated on the hourly rate and fringe benefit rate of the employee donating the time.

Department heads, in discussion with Human Resources and Union representatives may limit the number of donations when donations will result in a budget deficit.

Employees who are prohibited by grant regulations from donating vacation may not donate vacation.

4. ELIGIBILITY TO RECEIVE DONATED VACATION

To be eligible an employee must:

A. be eligible to accrue vacation and sick leave under the applicable labor agreement;
B. have exhausted all forms of paid leave (vacation, sick, compensatory time, and paid holidays, etc.);
C. have passed their initial probationary period;
D. suffer from a serious medical hardship, catastrophic illness or injury to either their self or a family member as described in Section 1 above;
E. Employees are ineligible to use this bank during any investigatory suspension or if they are receiving or have applied for Worker's Compensation benefits. Employees are also ineligible if they have discipline for sick leave abuse in their personnel file.

5. APPLICATION FOR LEAVE

A. Eligible employees, who must meet the criteria above, may apply to use the leave bank by completing an application and a release for medical information form from their supervisor. In the event an employee is physically or mentally unable to initiate a request, the request may be initiated by a member of the employee's family, or by their department.
B. An employee may be asked to provide additional medical information

C. Employees can initially apply for up to sixty-five (65) days maximum per year of leave from the bank and may make an application once every calendar year.
D. Any awarded days will be prorated based on the employee's percentage appointment.
E. Application does not constitute approval of the request.
F. All, or a portion of the time requested may be granted.
G. Application may be made prior to the depletion of an employee's leave, as soon as the need for leave is known.
H. If approved, the granted leave is meant to cover only the duration of the illness/injury for which it was granted. If the situation ceases or the recipient retires or terminates, any unused portion of the leave will be returned to the donor.
I. Leave time need not be used continuously

6. ADMINISTRATION

The U of M Central Human Resources Department is responsible for administering this program in conformance with the guidelines in this MOU. The decisions on eligibility to participate and distribution of donated leave time rests with Human Resources and shall not be subject to the grievance procedure.

a. Approved donation leave shall be used in accordance with Article 17, Sick Leave, Section 5 a and b, Requesting Sick Leave

b. The Employer agrees to meet with two representatives from the Union consistent with he paid time off provisions of Article 31 to discuss questions which arise.

c. If other campuses choose to have campus-wide vacation donation programs, they will be responsible for the administration of the program.

MEMORANDUM OF UNDERSTANDING
CONDUCT OF UNION BUSINESS

The University and the Union acknowledge the fact that the conduct of union business by Union presidents or chief stewards of the bargaining unit often requires him/her to be away from his/her work station(s) for either sporadic or extended periods of time. The parties recognize that these absences have an impact not only upon the operations of the management, but the employees assigned to these work units.

As a means of addressing managerial and staff workload and productivity concerns, the parties agree to the following:
All Local Union presidents or chief stewards who are away from the workplace to perform any union business will be eligible to receive up to a fifty (50) percent leave of absence from the individual's employing unit. The employee will be required to work at least fifty (50) percent of a pay period in his or her work unit(s). The employee will be paid at 100% of his or her salary. This leave provision shall remain in force and effect for the entire period of that individual's term of office. All benefits currently provided to these employees by the University will continue to remain in effect.

This memorandum shall remain in force and effect for the entire period of this 2003-2005 Agreement.

MEMORANDUM OF UNDERSTANDING
CLASSIFICATION STUDY

The Employer and the Union agree to continue the classification study as established in the 2001 – 2003 collective bargaining agreement.

Prior to implementation of the new classifications, the parties agree to re-open those contract provisions which are affected by the study.

MEMORANDUM OF UNDERSTANDING
INSURANCE RE-OPENER

The parties agree to re-open Article 20 - Insurance of the contract in August 2004, under the following specific conditions:

The parties agree to hold three separate meetings.

The purpose of the first meeting will be to discuss moving from one family rate to a tiered system with several different options for family rates.

The purpose of the second meeting will be to talk about any difference between the projected increases in the University's costs for the UPlan for the 2005 year and the increases actually realized.

The purpose of the third meeting would be to employ the assistance of the mediator to finalize the discussions of the first two meetings.

The parties agree that a failure to reach a mutually agreeable outcome in these discussions, however, will not constitute an impasse and there shall be no possibility of strike.

Date:_____

For the Union	**For the Employer**
_____	_____
_____	_____

January 6, 2004

Gladys McKenzie
AFSCME Council 6

Dear Ms. McKenzie:

During the negotiation of this collective bargaining agreement, the parties agreed to the following:

- The parties agree to a meet and confer regarding the application of the "immediate geographic area" determination with respect to the re-organization in Extension Services.

- The parties agree to a meet and confer regarding the Clerical Supplemental class (job code 1800) to ensure that incumbents are properly allocated to that class, as opposed to hourly supplemental or some other designation.

- The Employer shall establish a Retirement Incentive Option (RIO) program. This will include a window period of sixty (60) days during which eligible employees who choose to retire prior to 6/13/04 may sign up for a continuation of health insurance for up to thirty-six (36) months.

Sincerely,

Joe Kelly
Assistant Director Employee Relations