

May 1, 2009
University of Minnesota Proposal
To AFSCME Local 3800 and 3801

Proposal #1

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

General Provisions:

There shall be no progression increases from July 1, 2009 through June 30, 2011. Step movement shall be discontinued until a new agreement is negotiated. The shaded area has been left as part of the agreement of the parties not to delete steps, but to suspend them for the period of this contract.

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.

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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.

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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 (12) months of service in the bargaining unit since their last progression increase.

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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.

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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.

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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.

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SECTION 5. OTHER SALARY ADJUSTMENTS

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.

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Deleted: : JULY 1, 2007- JUNE 7, 2009¶

July 1, 2007 all employees whose pay rate falls within the pay range will receive a 2.25% general wage increase. All Pay ranges shall increase by the same amount.¶

June 9, 2008 all employees whose pay rate falls within the pay range will receive a 2.25% general wage increase. All Pay ranges shall increase by the same amount.¶

Effective October 15, 2007 all employees in the bargaining unit shall receive a \$300.00 lump sum payment.¶ Effective July 1, 2007 all employees at or above the top salary step for their classification shall receive a \$300.00 lump sum payment.¶

Effective June 9, 2008 all employees in the bargaining unit shall receive a \$300.00 lump sum payment.¶

Effective June 9, 2008 all employees at or above the top salary step for their classification shall receive a \$300.00 lump sum payment.¶

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**

Detailed insurance proposals will be provided on May 18, 2009. Proposed changes to insurance will be similar or the same as those discussed at the Benefits Advisory Committee Meetings in which AFSCME was present.

Proposal #3

**ARTICLE 32
DURATION**

This Agreement shall be effective as of the 1st Day of July, 2009, except as otherwise provided in the Agreement, and shall remain in full force and effect until the 30th day of June, 2011.

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.