

**AFSCME 3800/3801, Council 5**  
**Counterproposal**  
**October 24, 2017**  
**1:45 pm**

## **UNION PROPOSALS:**

### **Union proposal #2: Respectful Workplace MOU**

We continue the following modification to the Respectful Workplace MOU

“The Parties agree that all employees should be able to work in a respectful environment. Having arrived at a common definition and understanding of bullying, the parties also agree to continue a Labor Management Committee to do the following:

- Continue discussing means of educating and communicating to employees the importance of a respectful workplace.
- Examine how University resources may be utilized to achieve this common goal; and
- Explore procedures to investigate complaints of bullying and appropriate follow-up.”

### **Union Proposal #3: Hiring priority and Selection Criteria**

- a. We continue our proposal for Article 5, Section 4 to delete “in their department”  
Bargaining unit employees who have applied for a vacancy ~~in their Department~~ following the procedure above, and who are qualified ~~and meet the measurable and job related selection criteria~~ as deemed by the Employer, shall be considered for a bargaining unit vacancy before other applicants.
- b. We continue our proposal for removing selection criteria wherever referenced in the contract.

### **Union proposal #5: Probationary Period**

In article 7, section 3, change from 4 month subsequent probation to 3 months

We continue our proposal

### **Union Proposal #9: On-call pay**

We tentatively agree to a MOU regarding on-call pay for VMC and VDL.

### **Union Proposal #13: Leaves of Absence**

- a. Parental leave: We continue our proposal for six weeks paid parental leave for all parents regardless of birth-parent status

### **Union Proposal: Weekend Premium Pay**

We propose to include in the contract the MOU regarding weekend premium pay for Vet Med.

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**WAGES:**

We modify our proposal to:

- a. 2.5% across the board in each year of the contract.
- b. Modify our proposal to fix steps in year two of the contract, rather than year one.

**STEP FIX:**

In accordance with the Step Committee Letter that was agreed upon between the University and AFSCME, we are proposing salary grids of no more than 19 steps. This proposal also adjusts the top of the ranges to address inequities for long-term employees.

1. Apply the Across the Board in year 2.
2. Increase the top of the ranges for Grids c4-27, 28, 29, 30 (Principal, Exec, and Program Project) by 4% (equivalent of 2 steps).
3. Create new grids with 19 even steps between the bottom and top of the range.
4. On an individual's anniversary date, the individual will slide into the new grid, being placed on the step closest (yet higher) to their current salary rate. They will then move up one step.

**RESPONSE TO UNIVERSITY PROPOSALS:**

**University Proposal #5 – Regarding article 20, Insurance**

We have agreed to the University proposal to reduce the time period for enrollment in supplemental insurance programs from 60 days to 30 days. We are proofing the draft and hope to be ready to sign by the end of the day.

**University Proposal #7: MOU's**

We view as a housekeeping issue the updating of dates for those MOU's that currently include dates.

Y1	2.5% ATB and Step Progression				
Y2	2.5% ATB and Move to New Grid, Step Progression				
Job Code	Salary	Step and ATB Y1	Move to New Grid Step Y2	ATB Increase	
1811	\$2,328,664.00	197116.4	42384.16	\$63,577.73	
1815	\$1,939,204.80	\$50,718.72	\$23,641.28	50339.12	
1826	\$10,957,107.20	\$273,927.68	\$180,729.63	\$300,616.63	
1858	\$2,727,732.80	\$68,193.32	\$141,032.03	\$73,020.80	
1865	\$5,461,102.40	\$104,361.40	\$94,706.09	\$149,580.11	
1885	\$32,985,268.30	\$2,307,561.22	\$654,264.10	\$928,274.46	
1888	\$8,304,441.60	\$146,596.32	\$110,722.75	\$225,589.45	
1897	\$7,141,134.00	\$134,038.84	\$122,159.96	\$189,759.96	
	\$71,844,655.10	\$1,845,620.80	\$1,303,614.56	\$1,980,758.26	
		2.57%	1.81%	1.64%	2.76%



**MEMORANDUM OF UNDERSTANDING**

**On-Call Time—Veterinary Medical Center and Veterinary Diagnostic Laboratory**

This Memorandum of Understanding is specific to the Veterinary Medical Center (VMC) and the Veterinary Diagnostic Laboratory (VDL) at the College of Veterinary Medicine (CVM) and AFSCME Local 3800 (Clerical) regarding on-call time.

Effective of upon signing of this MOU, the following shall apply to VMC and VDL employees:

1. An employee instructed in writing by the supervisor to be on-call to answer phone calls or return to work if necessary shall be compensated for such time at the rate of \$2.00 per hour in on-call status.
2. An employee who is called in to work shall be paid per Article 14 of the collective bargaining agreement.

The parties agree to this Memorandum of Understanding as a pilot program. This agreement shall expire effective June 30, 20xx, unless extended by mutual agreement.





**University Proposal #1**

**Article 3, Section 5 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 ~~u~~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.

**Articles 4, 17, 18, 30, MOU Vacation Donation:** Delete references to "registered same sex domestic partner."

**Article 5, 6, 7, 22, 25, MOU Vacation Donation:** Where applicable, change "probation" to "probationary period."

**Article 15, Section 1 B:** Delete "Minnesota Extension Service." Replace with "Minnesota Extension."

**Article 16, Section 2:** 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.

**Article 31:** Proofing error. Correct references to Minnesota Public ~~Employee-Employment~~ Labor Relations Act

**Article 31:** Delete examples of task forces in Section 1, D.

**University Proposal #2**

**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 respectful 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, gender identity, gender expression, 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 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.~~

### University Proposal #3

## 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~~ **job opening** 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.

**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 **materials** 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.



Date: 9/6/17 Time: \_\_\_\_\_

**Union Proposal #20**

**ARTICLE 33  
SAVINGS CLAUSE**

**University Proposal #5**

**ARTICLE 20  
INSURANCE**

Insurance changes as proposed on May 8, 2017 (see attachment)

**University Proposal #8**

**MEMORANDUMS OF UNDERSTANDING  
VACATION DONATION**

**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.

**6. ADMINISTRATION**

Most unchanged except delete c.

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

**FOR THE UNION:**

**FOR THE UNIVERSITY:**



Ken Loeffler-Kemp, Chief Negotiator  
AFSCME Council 5



Rachel Domaszek, Chief Negotiator  
University of Minnesota

9/22/17  
DATE

9/22/17  
DATE



**University's Settlement Offer for AFSCME Clerical**

1. All TAs discussed on 10/3/17 remain in place
2. Effective June 12, 2017: 1.5% increase across the board. Continue step movement
3. Insurance changes as proposed on May 8, 2017.
4. One-year contract
5. The following MOUs renewed by the parties as currently written:

- Alternatives to Layoff
- Union Activist/Supervisor Orientation
- Vacation Cash Out Option for 3800
- Vacation Cash Out Option for 3801
- Respectful Workplace
- Tuition Remission
- Working Less Than 12 Month Appointments

6. The following MOUs are renewed with updates:

Conduct of Union Business, with the following revision:

This memorandum shall remain in force and effect for the entire period of this ~~2015-2017~~ 2017-2018 Agreement.

Immediate Geographic Area—Extension, with updated effective dates and updated regional offices (see below)

**MEMORANDUM OF UNDERSTANDING  
Immediate Geographic Area –Extension**

For purposes of Article 25, the parties shall recognize the following locations as the "Immediate Geographic Areas". This list will be only for the University of Minnesota Extension.

1. ~~Twin Cities campus and the surrounding metropolitan areas including Rosemount, Chaska, Excelsior, Navarre, and Bethel~~ Extension locations on the Twin Cities Campus and UROC
2. ~~Duluth Campus~~ Extension Andover Regional Office
3. ~~Crookston Campus and Northwest Research and Outreach Center (includes Crookston Extension)~~ Extension Brainerd Regional Office
4. ~~Morris Campus and West Central Research and Outreach Center (includes Morris Extension)~~ Extension Cloquet Regional Office
5. ~~Southern Research and Outreach Center~~ Extension Crookston Regional Office
6. ~~North Central Research and Outreach Center (includes Grand Rapids Extension)~~ Extension Farmington Regional Office
7. ~~Southwest Research and Outreach Center~~ Extension Grand Rapids Regional Office



8. Cloquet Forestry Center (includes Cloquet Extension) Extension Mankato Regional Office
9. Rochester CEE Center (includes Rochester Extension) Extension Marshall Regional Office
10. Hornel Institute, Austin Extension Moorhead Regional Office
11. Willmar Extension Morris Regional Office
12. Extension locations in Nobles and Lyon Counties Extension Rochester Regional Office
13. Extension locations in Otter Tail and Clay Counties Extension Roseau Regional Office
14. Extension locations in Stearns and McLeod Counties Extension St. Cloud Regional Office
15. Extension locations in Blue Earth and Freeborn Counties Extension Willmar Regional Office
16. Extension locations in Kanabec and Crow Wing Counties Extension Worthington Regional Office
17. Roseau.

The employer has designated each Regional Center as a department. Therefore, an Extension employee's first bump shall be in the Regional Center, and if there is no bump, then the next choice would be in the same Collegiate/Administrative unit and Immediate Geographic area, as listed in Immediate Geographic Areas numbered 2-16, the employer designates the Extension Regional Office as a Department, and the first bump shall be in the Extension Regional Office. If there is no bump, then the next choice is in another Extension Office in the region assigned to/affiliated with the Extension Regional Office.

This agreement does not preclude or inhibit the Employer's inherent management right to restructure and/or reorganize at a future date.

This agreement will be effective for the ~~2015-2017~~2017-2018 contract.

6. **MEMORANDUM OF UNDERSTANDING**  
**On-Call Time—Veterinary Medical Center and Veterinary Diagnostic Laboratory**

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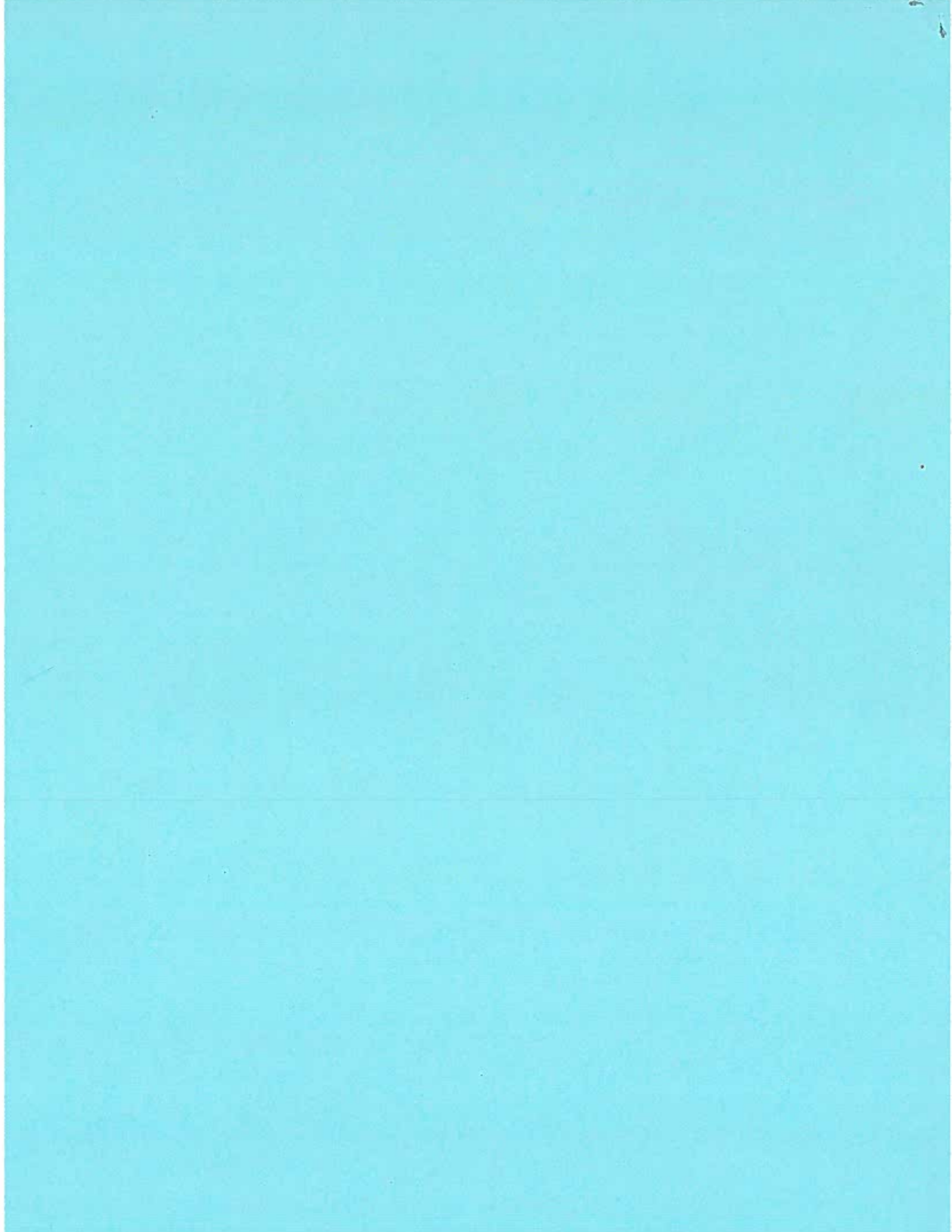
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2. An employee who is called in to work shall be paid per Article 14 of the collective bargaining agreement.

The parties agree to this Memorandum of Understanding as a pilot program. This agreement shall expire effective June 30, 2018, unless extended by mutual agreement.

***Note: All items previously agreed upon remain in place (TA's). Union proposals not referenced in this response are not agreeable to the University. All University proposals not referenced in this response are not included in the settlement offer, and would be withdrawn upon the Union's acceptance.***







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October 9, 2017

Rachel Domaszek  
Senior Labor Relations Consultant  
University of Minnesota  
319 15<sup>th</sup> Avenue SE, Suite 100  
Minneapolis, Minnesota 55455

Re: Unfair Labor Practices

Dear Ms. Domaszek:

As was stated several times during contract negotiations last week, the Union objects to the Employer's continuous engagement in unfair labor practices related to bargaining. The Employer has engaged in regressive bargaining, surface bargaining, and a refusal to negotiate a mandatory subject of bargaining; including but not limited to:

**Regressive Bargaining:** When we met in negotiations on September 22, the Employer presented a Settlement Offer which contained no proposed changes to the sick leave language in the contract, in spite of the fact that the Employer had presented proposed changes during earlier negotiations; withdrawing the issue from the table. The topic was never included in any subsequent counter proposals. In fact, the topic was never even raised the entire day of bargaining. At the beginning of negotiations last week, the Employer announced that it was putting the previously proposed changes to the sick leave language back on the table. The Union considers the proposal withdrawn and objects to the Employer's attempt to regressively bargain.

**Surface Bargaining:** During an earlier negotiating session the Employer agreed to continue the Respectful Workplace MOU in the next contract. While the Employer has refused to agree to add the definition of bullying to the MOU, the Employer stated that it would consider modifications to the MOU. At last week's negotiating session, the Union proposed non-substantive modifications that simply updates the current MOU language. The Employer rejected the proposed modifications out-of-hand

and refused to offer any counter proposal. The Union objects to the Employer's use of surface bargaining regarding this topic.

**Refusal to Negotiate a Mandatory Subject of Bargaining:** The Union has presented a proposal regarding weekend premium pay which is a term and condition of employment and a mandatory subject of bargaining. The Employer has refused to even talk about this mandatory subject of bargaining. The Union objects to the Employer's refusal to bargain in good faith.

We have a negotiating session scheduled for Tuesday, October 24. The Union expects the Employer to bargain in good faith when we return to the table and discontinue these unfair labor practices which are prolonging our ability to reach a settlement agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ken Loeffler-Kemp', with a stylized flourish at the end.

**Ken Loeffler-Kemp**  
**Field Representative**  
**AFSCME Council 5**

cc: **Cherrene Horazuk**  
**Joyce Carlson**

**Memorandum of Understanding  
Regarding Weekend Premium Pay  
Veterinary Medical Center**

This memorandum of understanding outlines the conditions for the Veterinary Medical Center (VMC) at the College of Veterinary Medicine (CVM) and AFSCME Local 3800 (Clerical) regarding a weekend premium pay pilot program.

Due to significant and ongoing recruitment and turnover issues for our certified veterinary technician positions and call center positions who work weekend shifts, the parties have agreed to a pilot program to encourage stability on these shifts which can positively impact the quality of care provided. Shortages in the veterinary technician industry are multi-factorial. Turnover and hard to fill shifts (i.e. Saturday and Sunday shifts) are especially problematic and can have a direct impact on the quality of care, burnout, retention, employee engagement, etc.

The following shall be applied, effective 12/12/16:

1. Eligible employees will be paid an additional \$2.00/hour for hours actually worked beginning at 12:00 am Saturday through 11:59 pm Sunday. This is meant to be inclusive of the existing shift differential, not additive (\$2.00/hr. not \$2.60/hr.).

2. Eligible employees include:

VMC - Call Center staff in job codes 1885, 1865, 1826 and 1815 who are regularly scheduled or assigned to work shifts that include Saturday and Sunday hours.

**Agreement Term**

This program will be piloted for 6 months and is not binding on the parties. This pilot will be reviewed in advance of the beginning of the fiscal year and may be ended by the Veterinary Medical Center.

The University and the Union agree that this agreement shall not be used as a precedent in any future grievance, labor negotiations or other proceeding.

**Agreement:**

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Patti Dion, Director of Employee and Labor Relations Office of Human Resources	Date
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Cherrene Horazuk, President AFSCME – Local 3800 (Clerical)	Date
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Loretta Meinke, Field Representative AFSCME – Council 5	Date
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Trevor R. Ames, DVM, MS, Dipl. ACVIM Professor of Medicine and Dean College of Veterinary Medicine	Date
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