AFSCME 3800 and 3801 (unit 6) Proposals
Status of union proposals as of 10/18/19

**Clerical Union proposals still active:**
Union 1 - General Wage Adjustment: 3 % in year one and 3% in year two.
Union 2 - Comprehensive step compression proposal.
  a. Increase the top of the range by adding 2 steps (2% per step) in year one, and 3 steps (2% per step) in year two.
  b. Reduce the total number of steps in year two. We continue to agree with the MOU from 2009 to reduce the total number of steps, and appreciate the U’s step proposal, but we want to further examine the total number of steps eliminated from each classification. We think a principle should be uniformity in # of steps for principal positions and for exec positions (i.e. all exec positions would have the same number of steps).
Union 3 – Internal pay equity
  a. All employees who have 15-19 years of service would progress an additional step on January 1, 2020. This impacts approximately 162 people at an approximate cost of $144,892.80.
  b. All employees who have 20+ years of service would progress an additional step on January 1, 2020 and another additional step on January 1, 2021. This impacts 216 people at an approximate cost of $386,380.80.
Union 5 - Fully cover health needs of transgender employees.
Union 16 - There shall be no subsequent probation for employees rehired off the layoff list or transferring into positions in the same or lower classifications in which they have already passed probation.
Union 18 - Augmentation of 4% for work overload.
Union 21 Background checks only for positions working with cash and/or minors.
Union 22 - Respectful Workplace: Include UEA contract language on non-sexual harassment. Maintain MOU and complete work.
Union 26 - Create a new contract section: Transgender Workers. (see attached)
Union 27 - Restore the Regents Scholarship to 100% coverage.
Union 34 – Climate change: (see attached)

**Joint Union proposals still active:**
Union 1 – Fair and Equitable Wage adjustment
Union 2 – Step compression
Union 5 – Overtime paid after regular shift of 8 or more hours
Union 7 – Add Rx vision coverage to health plan
Union 8 – Shift differential of $1.50/hour and Weekend differential of $1.50/hour
Union 11 – Bereavement leave as standalone benefit
Union 14 – Define role of facilitator in grievance process
Union 15 – Minimum turnaround time between shifts
Union 26 - Create a new contract section: Transgender Workers. (see attached)
Union 34 – Climate change: (see attached)

The union reserves the right to add, drop, modify, delete, or withdraw these proposals.
Proposals we have a tentative agreement on:
- Paid Parental leave – codified in contract
- Change all singular pronouns in the contract to they/them/their.
- Modify child care article to include: Employees may use accrued sick leave hours up to 16 hours per unscheduled occurrence to provide child care for their own well child or children. Also delete appendix E and move language to article 11.
- Vacation cash out MOU for 3800 and 3801: move to article 16 – vacation
- Union Activist Orientation MOU becomes Appendix H
- Alternatives to Layoff MOU becomes Appendix G; is also referenced in Article 25, section 4
- Article 30 – Union Security: Gray out reference to fair share deductions
- MOUs renewed: Fitness incentive, Immediate Geographic Area, Conduct of Union Business, Tuition Remission, Vacation Donation, Respectful Workplace, On-call Time in Vet Med,
- Duration – Two years (in principle)

Clerical Union proposals referred to Labor Management/Meet and Confer:
Union 23 – Mandatory supervisory training, jointly determined.
Union 24 – Mandatory HR training, jointly determined.
Union 31 - Letters of expectation template
Union 32 - Disciplinary letters standard template

Clerical Union proposals we have dropped:
Union 4 - Overtime
Union 6 - Attend University-sponsored wellness programs on work time.
Union 7 - Cashing out sick leave for purchase of exercise equipment.
Union 8 - Vacation donation program shall include a sick leave donation option.
Union 9 - No vacation black outs.
Union 10 - Reimbursement for canceled vacation.
Union 11 - Employees SHALL receive up to one year of unpaid medical leave, upon request, after the exhaustion of FMLA and / or paid time off.
Union 12 - Holidays – Remove “unless payment in cash is prohibited by funding source or availability of funds.”
Union 13 - Employees shall be allowed to cash out their personal holiday.
Union 14 - There shall be no external hires when there is somebody in the same classification, same % appointment on the layoff list.
Union 15 - Internal candidates will receive hiring priority for classifications in which they have already passed probation.
Union 17 - Elimination of selection criteria.
Union 19 - The U shall not assign work of a laid off employee outside the bargaining unit.
Union 20 - The union SHALL be notified at least 60 days prior to a possible layoff.
Union 28 - 12 hours of paid time per year for career development.
Union 29 - 4 hours per week of educational leave during working hours.
Union 30 - The Employer shall pay for all courses, CEUs, application fees
Union 33 - Paid time for negotiations during regularly scheduled shift.

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New Section 3 within Article 4: Transgender and Non-binary workers (and renumber the rest of the sections)
The University of Minnesota and the Union are committed to providing equal access and opportunity to individuals of all gender identities and gender expressions. The parties agree that all employees, including transgender and non-binary workers, have a right to a workplace free from harassment and discrimination based on gender identity or gender expression.

In this contract, they/them/their pronouns are used in the singular, in place of other singular pronouns (e.g., his, her) and should be understood to refer to either an individual employee or a group of employees as appropriate in the particular context.

See article X: Transgender and Non-Binary Workers for guidelines on pronoun usage, safety and respect.

New article: Transgender and Non-Binary Workers
This article sets forth guidelines to address the specific needs of transgender and gender non-binary employees. This article does not anticipate every situation that might occur with respect to transgender or gender non-binary employees, and the needs of each transgender or gender non-binary employee must be assessed on a case-by-case basis.

Section 1: Name, Gender Identity and Pronouns
1. University members may, without being required to provide documentation: use a specified name that differs from the name listed on their legal documents, use a gender identity that differs from their legal sex and/or sex assigned at birth, and/or specify the pronouns and other gendered personal references used to refer to them.
2. University members can determine whether, how, and with whom to share their specified names, gender identities, and/or pronouns or other gendered personal references used to refer to them.
3. University members and units are expected to use the names, gender identities, and pronouns specified to them by other University members, except as legally required. University members and units are also expected to use other gendered personal references, if any, that are consistent with the gender identities and pronouns specified by University members.
4. The University must take reasonable steps to maintain the privacy of the names and legal sexes of University members maintained in University records. Only individuals with a legitimate need to know the information about names and sexes maintained in University records should access, or be provided access to this information.

Section 2: Safety and Respect for Transgender and Non-Binary Workers
If any employee is transgender or non-binary, or intends to go or is going through a transition in gender identity (with or without surgery or therapy) and makes a request:
A. The University and the Union, with input from the worker, will mutually agree on:
   - a way to notify other employees of the transgender or non-binary employee’s status or transition (the parties’ discussions will include the worker), if the employee so desires the transition be known;
   - creating safe work areas for the worker;
   - designating all single-person restrooms in the building where the employee works as gender neutral;
   - notifying all workers that transgender and non-binary workers may use restrooms and changing rooms designated for the gender they identify with;
   - in buildings/areas where menstrual products are available in one restroom, they will be made available in all restrooms;
   - requiring everyone at the workplace to speak to and refer to transgender and non-binary workers by the names they choose and the pronouns they identify with; and
B. The Employer will change all non-legal and non-financial records and materials so that all records and materials use the name the transgender employee chooses and the pronouns they identify with, unless the employee requests the Employer refrain from doing so. The Employer will also update any photographs, including on identification badges and websites, unless the employee requests otherwise. Employees have a duty to inform the Employer of such preferences. The Employer will use the employee’s preferred name unless otherwise legally required.

Any names and pronouns visible to students, faculty, and other staff will be employee’s preferred names and pronouns. Employees have a duty to inform the employer of such preferences. The Employer has a commitment to use the preferred names and pronouns for all employees, unless the employee requests the Employer refrain from doing so. The Employer will make all reasonable efforts to use preferred names and pronouns in all public facing non-legal mediums, including on name tags, business cards, websites, email signatures, office signs, etc.

C. The University and the Union will also administer a jointly-agreed on training for managers, supervisors, faculty, and other workers, including the schedule for and frequency of the training.

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Addressing the Impact of Climate Change

1. In keeping with the University’s environmental mission, the University and AFSCME are committed to developing and maintaining high standards of environmental stewardship. Our mission is to be a global leader in environmental sustainability through innovative strategies which foster the protection and preservation of the environment. In 2009, the University of Minnesota Board of Regents adopted a policy on Sustainability and Energy Efficiency, stating:

   “Sustainability is a continuous effort integrating environmental, social, and economic goals through design, planning, and operational organization to meet current needs without compromising the ability of future generations to meet their own needs. The University is committed to incorporating sustainability into its teaching, research, and outreach and the operations that support them.”

   • **Committee**: University will maintain a Green committee on environmental health and safety for each campus with broad representation drawn from all sectors of the University, and 1 committee member per AFSCME local. The purpose of the Committee will be to receive information, review problem areas and make appropriate suggestions related to climate change. Meetings will be held quarterly and committee to collaborate with MnTAP and other environmental studies related departments. [http://www.mntap.umn.edu/resources/green/](http://www.mntap.umn.edu/resources/green/)

   • **Whistleblower provision**: It is the responsibility of the University and its employees to notify the appropriate authorities if there is a release of hazardous substances to the air, earth or water systems. No employee may be disciplined for such notification.

   • **Climate Change Mitigation**: Buildings with central heating and cooling will be set to average temperatures 1 degree warmer in summer and 1 degree cooler in winter when and where possible. Campus buildings with drafts and convective heat loss will address those issues to improve comfort and efficiency.

   • **Transportation**: In recognition of the fact that choosing to not take a single occupant vehicle to work is one of the most significant things that an individual can do to protect our environment, the University will reimburse 100% of public transportation monthly or annual pass, 100% of a Nice Ride or Lime (bike or scooter) annual membership. Parking in university lots and ramps will be reimbursed for employees that are participating in ride-share programs or initiatives.

   • **Campus Water**: Transportation of water and plastic single use water bottles are wasteful and costly. Departments will be encouraged to stop buying bottled water and water coolers. Water fountains with bottle filling stations will be installed where departments have been reliant on water cooler contracts.

2. **Article 14: Reporting and call in time**

   Replace Section 3. Emergency campus closings with: Section 3: Extreme Weather and other emergency campus closings

   1. The campus will be closed for the following day if the forecast for 6:00 am shows that the windchill is -35 Fahrenheit or the air temperature is -25 Fahrenheit.

   2. Employees whose work schedule begins during an official closing will not be required to report to work unless there are at least four hours remaining on their shift when the closing officially ends. If their work schedule begins during an official closing, they will be paid for their scheduled hours.

   3. Employees who are at work when an official closing is declared will be sent home and paid for the balance of their scheduled hours.

   4. Employees on approved vacation, personal holiday, sick leave, or leave of absence without pay when an official closing is declared will be charged for vacation, personal holiday, sick leave, or leave without pay as previously arranged.

   5. Employees required to work during an emergency closing that falls within their normal work week shall be paid 1.5x and will also be awarded equivalent time off at regular pay for hours worked during the official closing. If an employee works additional hours, the hours may be subject to overtime provisions per the collective bargaining agreement.

   6. If required to work, employees on Temporary, Casual appointments will be paid for their regularly scheduled shift.

   7. If the University cancels classes due to extreme weather events or other emergency which are deemed unsafe conditions for students, but does not close the University, an employee may elect to work from home. Employees required to report in person to work shall receive time and a half for their shift. All other pay provisions (shift differential, overtime, etc.) apply.

   8. At the beginning of each semester, the University will provide to the union a list of all bargaining unit employees who are considered critical/essential for University closure purposes. All employees will be notified at the beginning of their employment and each semester if they are considered critical or essential.

   9. All provisions for requesting and utilizing vacation or other time off continue to apply.

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