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IDnum 397 **Language** English **Country** United States **State** MN

Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 3260

Occupations Represented
Dental assistants
Registered nurses
Medical records and health information technicians
Multiple occupations represented

Bargaining Agency University of Minnesota

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 2001 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

Agreement Between

**University
of
Minnesota**

and

**AFSCME
Local 3260
Council 6**

Effective

July 1, 2001

to

June 30, 2003

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**ARTICLE 1
PREAMBLE**

This Agreement is made and entered into this the 28th day of November, 2001 by the University of Minnesota, hereinafter referred to as the Employer, and the American Federation of State, County, and Municipal Employees, Council No. 6, and Local 3260 AFL-CIO, hereinafter referred to as the Union. This Agreement has as its purpose the 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 establishment of a formal understanding relative to all conditions of employment provided for in this Agreement.

**ARTICLE 2
RECOGNITION**

Section 1. Unit Scope. The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees of the University of Minnesota employed in the following classifications whose employment exceeds the lesser of fourteen (14) hours per week or thirty-five (35) percent 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. 81PR-213-A, dated 9/12/80), but excluding students, managerial, supervisory, and confidential employees and other employees excluded by Minnesota Statutes, 179A.01-179A.25).

<u>Class Number</u>	<u>Class Title</u>
5001	Admissions Interviewer
5060	Boynton Health Service Central Service Technician
5075	Certified Medical Assistant
5039	Dental Assistant
5038	Dental Assistant Specialist
5065	Dental Ceramic Technician
5066	Dental Hygienist
5067	Dental Prosthetic Technician
5032	Health Service Licensed Practical Nurse
5028	Licensed Practical Nurse
5077	Medical Laboratory Technician
5003	Medical Records Technician

5033	Nursing Assistant
5031	Nursing Station Assistant
5036	Nursing Station Technician
5045	Outpatient Clinic Assistant
5091	Pharmacy Technician
5064	Senior Hospital Central Services Technician
5035	Senior Nursing Assistant
5070	Specimen Receiving Technician

Section 2. Disputes. Disputes which may occur over the inclusion or exclusion of new or revised classifications shall be referred to the Minnesota Bureau of Mediation Services for resolution.

Section 3. Aid to Other Organizations. The Employer will not meet and negotiate or meet and confer with any employee or group of employees who are at the time designated as a member or part of an appropriate employee unit except through the exclusive representative. The Employer will not assist or otherwise encourage any other employee organization which seeks to bargain for employees covered by this Agreement.

ARTICLE 3 UNION SECURITY

Section 1. Check-off. The Employer agrees to deduct Union membership dues from the earnings of any employee covered by this Agreement, provided the Union submits to the Employer a written request for such deductions, signed by the employee. Upon submission by the Union of a written request signed by the employee, the Employer 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 Employer no later than seven (7) calendar days prior to the end of the payroll period for which the deductions are to be effective. The Employer 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 deductions for an employee, once authorized, shall continue until the Employer 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. The Employer shall provide the Local Union with a monthly list organized by classification, providing employees' names (in alphabetical order) and

Administrative Units. The Employer shall provide Council 6 with a bi-weekly list of employees deleted from or added to the bargaining unit, plus any classification changes within the bargaining unit for each Administrative Unit.

Section 5. Employee Orientation. The Employer agrees to give all new bargaining unit employees at the time of hire a copy of this Agreement which is to be provided by the Union. The Employer further agrees to furnish all new bargaining unit employees at the time of hire with a letter signed jointly by the Union and the Employer which explains the employee's rights under the Minnesota Public Employment Labor Relations Act. The Business Agent or designated Local Union representative shall be allowed to meet with new bargaining unit employees as a group during the designated lunch break of any central orientation in a scheduled conference facility for the purposes of informing them of the rights, privileges and responsibilities of membership in the Local Union.

Section 6. Indemnification. The Union agrees to indemnify and save the Employer harmless against all claims that may arise out of or by reason of action by the Employer in reliance upon the "authorization for payroll deductions" specified in this Article, Sections 1 and 2.

Section 7. Bargaining Unit Security. If restructuring of positions is necessary, the Employer will not reduce the number of full-time equivalent bargaining unit positions in a manner disproportionate to a reduction in the number of full-time equivalent student counterpart positions.

The Employer shall notify the Union in writing on a bi-weekly basis of the hire and the appointment percentage of each student employee hired into student counterpart positions of bargaining unit classifications.

Once each quarter the Human Resources Department will provide the Union with a report which shows the actual hours worked by individual employees in those classifications with bargaining unit counterparts for the six (6) consecutive payroll periods prior to the generation of the report. This report shall include temporary agency employees who have met the definition of "public employee" under Minnesota law. The results will be provided to the Union. Positions which appear to meet bargaining unit status shall be examined to see if hours were worked for any of the following reasons:

- 1) Filling in for approved bargaining unit leaves under Article 6, 7, 8, or 9.
- 2) Filling in for other student leaves and/or vacancies or previously existing student positions in the work location not to exceed three (3) payroll periods from the date of termination unless unusual recruiting difficulties arise.
- 3) Fill in during periods of recruitment not to exceed three (3) payroll periods from the date of termination unless unusual recruiting difficulties arise.

If this evaluation identifies a position that has been consistently used in a manner which would qualify it for bargaining unit status (for other than the above reasons), the Employer shall either move the position(s) into the bargaining unit or reduce the hours worked before the end of the next payroll period.

From each quarterly report the Employer shall calculate the full-time equivalent (FTE) bargaining unit positions and the full time equivalent student counterpart positions. The Employer will not increase the total number of FTE student counterpart positions in a manner disproportionate to a change in the total number of FTE bargaining unit positions, and that shall be evaluated and adjusted with every other quarterly report.

Section 8. Volunteers. The purpose of volunteers is to enhance the quality of the time spent at the University by patients and visitors. No job normally performed by bargaining unit employees will be performed by volunteers if this would result in the layoff of a bargaining unit employee or in the Employer choosing not to hire part-time or full-time bargaining unit employees.

ARTICLE 4 HOURS OF WORK

Section 1. Work Day. The regular work day shall consist of eight (8) hours of work within a twenty-four (24) hour period.

Section 2. Work Shifts. A work shift is defined as a regularly recurring day of work with a fixed starting and ending time exclusive of overtime work.

Section 3. Consecutive Hours. The regular work shift each day shall consist of consecutive hours except for interruptions for lunch periods. There shall be no split shifts.

Section 4. Work Week. The regular work period shall consist of forty (40) hours in a seven (7) day period. All employees shall be scheduled so as to receive at least two (2) consecutive days off during a fourteen (14) calendar day period. The Employer agrees to make every effort to schedule employees to a five (5) day schedule where such schedules meet both the needs of the Employer and the desires of the employees.

Section 5. Work Schedules. Work schedules showing the shifts, days, and hours of all employees for a four (4) week period shall be prepared and posted by the Employer on all designated department bulletin boards at least fourteen (14) calendar days prior to their effective date. Employees may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor. The provisions of Article 9, Overtime, Sections 1 and 2, shall not apply to such a mutual exchange of shifts, unless the FLSA would require payment of overtime. Posted work schedules will not be changed except as specified herein unless necessary due to an emergency declared by the head of the Administrative Unit or due to

Union leave of one (1) day or less in duration as specified in Article 8, Leaves of Absence. If an employee has worked more than four (4) hours of overtime adjacent to a regularly scheduled shift of eight (8) hours or more, and is scheduled to work a shift that starts within twelve (12) hours of the end of their working, the employee shall be allowed to use vacation, compensatory time, or leave without pay for the scheduled shift.

Section 6 . Consecutive Weekend Scheduling. The requirement for time and a half pay for weekend work schedules (Per Article 9, 1 C) may be waived by written agreement of the Employer, employee and Union.

Upon request the Employer agrees to meet with the Union to review and discuss the application of this waiver including the impact of implementing such schedules an all employees who work at the affected work location.

The Employer shall retain written documentation that the employee and the Union have agreed to a consecutive weekend schedule and shall document the scheduling pattern the employee will work. A copy of this documentation will be provided to the Union. An employee electing to work a schedule under this Section may revoke such election by giving the Employer written notice of eight (8) weeks prior to the effective date of the next posted schedule of work hours.

Section 7. Paid Rest Periods. All employees shall be granted a fifteen (15) minute paid rest period during each four (4) hours of work. This rest period shall occur at the approximate midpoint of each four (4) hours of work, whenever possible, barring emergency. Employees who work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period if the overtime work will be two (2) hours or more. This fifteen (15) minute rest period shall be provided before the employee starts work on the next shift or, if that is not possible, at a time mutually agreeable to the employee and the supervisor. Additionally, employees who work four (4) hours or more shall receive the regular rest periods that occur during the shift.

Section 8. Lunch Period. All employees shall be granted an unpaid lunch period not less than thirty (30) minutes or more than sixty (60) minutes during each work shift. Any employee who is required by the Employer to perform job duties or remain available for work during their meal period shall be compensated for such time at their regular hourly rate of pay, either on a straight time or overtime basis, whichever is applicable. Whenever possible, the lunch period shall be scheduled at the middle of each shift. These lunch period requirements may be waived by agreement of the Employer, employee, and the Union.

Section 9. Percentage of Appointment. An employee who works an average of ten (10) percentage points or more beyond his/her appointed percentage time for three (3) payroll periods in succession shall have his/her appointment percentage raised to the average percent time worked in the three (3) payroll periods if the employee so requests. However, the Employer will not be required to raise the percentage time worked if there is clear evidence

that the employee will not be working beyond his/her appointment percentage time on a regular basis in the future. 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.

An employee may reduce his/her appointment percentage, with supervisory approval, as long as the reduction does not move the employee from above 75% time to below 75% time. Hours which become available for work due to such reductions shall be assigned to the most senior bargaining unit volunteer, including volunteers on rotating shifts in the same classification and work location, provided there is sufficient work on that shift to support the increase. The Employer shall make every reasonable effort to assign the available work hours caused by reductions to the shift schedule of the most senior volunteer. No posting of positions will be necessary for reductions or increases executed under this section.

Section 10. Clean-up Time. Reasonable clean-up time shall be granted to employees who change their uniforms or become soiled during their work shift provided that services given to patients are uninterrupted.

Section 11. Emergency Work. In the event of an emergency, declared by the University of Minnesota Administration, during which employees cannot reach home and are required to work, the Employer shall make food and emergency lodging available, if possible.

Section 12. Preferred Work Schedules. Upon request of the Local Union, the Employer agrees to meet and confer with the Local Union if an Administrative Unit plans to adjust clinic schedules to include hours not currently covered.

The purpose of the meeting will be to discuss the planned changes and the potential impact on employee work schedules.

The Employer agrees to consider any scheduling and implementation plan which the Local Union presents that would minimize disruption to existing schedules.

In addition, the Employer agrees to meet upon request with the Local Union to discuss whether any improvements in the current schedules can be achieved to better meet the needs of the Administrative Unit and the employees. The Employer agrees to consider any scheduling plan, including an implementation plan, presented by the Local Union.

ARTICLE 5 HOLIDAYS

Section 1. Eligibility. All employees appointed at a designated percentage of 50% time or more shall be eligible for purposes of this Article.

Section 2. Observed Holidays. The following days will be recognized as paid holidays:

New Year's Day	(January 1)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Thanksgiving Day	(Fourth Thursday in November)
Christmas Day	(December 25)
Martin Luther King's Birthday	(The 3rd Monday in January)

In addition, there shall be four (4) paid holidays, three (3) of which shall be designated each year by the Employer to coincide with the University holiday schedule, and one (1) paid personal holiday each year which shall be designated by the employee. However, with sixty (60) calendar days advance notice to the Union, an Administrative Unit may elect to remain open on a floating holiday which has been designated by the Employer and substitute a floating holiday of the employee's choice.

The personal holiday designated by the employee shall be taken at a time selected by the employee, with the supervisor's approval, and provided such requests are submitted to the employee's supervisor in writing, at least sixty (60) days prior to the requested day. If an employee requests a personal holiday with less than sixty (60) days notice, the supervisor shall make reasonable efforts to accommodate the request.

For all employees working a Monday through Friday schedule, whenever any of the above holidays falls on a Saturday, the preceding Friday shall be observed as a holiday, and whenever any of the holidays above falls on a Sunday, the following Monday shall be observed as a holiday. For employees whose schedules include Saturdays and/or Sundays, the holiday shall be on its actual day of occurrence. All eligible employees shall receive eleven (11) paid holidays annually, provided they receive paid compensation on the work day before or the work day after the holiday.

Section 3. Holiday Work. If an employee works on any of the holidays listed in Section 2 of this Article, he/she shall be paid at the rate of time and one-half (1 -1 /2) the hourly rate of pay for each hour worked in addition to his/her holiday pay. When a majority of hours of a shift fall on the designated holiday, the entire shift shall be compensated as hours worked on a holiday. Any employee who is not appointed at a designated percentage of time of 50% or more and is required to work on any day recognized as a holiday shall be paid at the rate of time and one-half (1 -1/2) for the hours worked. Compensation shall be either in the form of salary or compensatory time off at the option of the employee, for eligible employees. Compensatory time earned on the holiday shall be added to the employee's compensatory overtime bank unless the employee and supervisor agree to alternate time off within the same pay period. At least thirty (30) days prior to each holiday, the Employer shall post a notice for

a period of nine (9) days asking employees to sign up to work the holiday. These sign-up sheets shall be posted for all employees within a classification within a work location. Employees shall be allowed to sign up to work any holiday whether or not it falls in their normal schedule or shift if the employee is qualified to perform the tasks normally performed on that shift. The requests to work within the work location shall be granted according to department seniority. If an insufficient number of employees wish to work the holiday, the Employer shall assign employees to work according to inverse departmental seniority and ability to do the job within the work location. However, no employee shall be assigned to work more than two (2) consecutive holiday periods. Employees who work less than 50% shall be able to sign up to work holidays, but shall only be paid time and one-half (1-1/2) if required to work the holiday. No student shall be scheduled to work a holiday until all bargaining unit employees desiring to work are scheduled to work. Employees scheduled to work holiday shifts shall be notified of holiday shift reductions at least eight (8) hours in advance of their scheduled starting time or as soon as the Employer knows of the need to cancel holiday work. The first shift eliminated shall be that of the most senior employee assigned to work the holiday or least senior employee who volunteered if all employees working are volunteers. Additional reductions shall be in order of seniority. Employees shall be allowed to use vacation or compensatory time to achieve a full pay period of pay if such cancellation occurs. Probationary employees may be excluded from holiday scheduling at the Employer's option. Eligible bargaining unit employees who do not work on the holiday shall be paid for eight (8) holiday hours pro-rated by their appointment percentage.

Section 4. Holiday Hours. For the purpose of computing overtime, the first eight (8) holiday hours (worked or unworked) for which an employee is compensated (in cash or with compensatory time off) shall be regarded as hours worked.

Section 5. Holiday Time Off. When a holiday occurring on a work day falls on an employee's regularly scheduled day off, he/she shall receive an alternate day off or shall receive cash compensation for the holiday at the straight time hourly rate at the option of the employee. Either option is based on the employees percentage time of appointment. The alternate day off shall be at a time selected by the employee with the approval of the supervisor, which shall not be unreasonably denied. If, however, it is necessary to limit the number of employees who take the alternate day at the same time within a work location, the choice of the alternate day shall be awarded on the basis of classification seniority within the work location.

Section 6. Holidays During Work Reductions. Employees who experience work reductions because of the academic break over the Christmas - New Year holiday, shall be paid for holidays occurring during the work reduction, an unanticipated shift reduction, or a short-term layoff.

**ARTICLE 6
VACATIONS**

Section 1. Eligibility. All employees appointed at a designated percentage of 50% time or more shall be eligible for purposes of this Article.

Section 2. Accrual Rates. All employees eligible under this Article shall earn and accumulate vacation leave as follows effective July 1, 1997:

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

* Employees may exceed the "Maximum Accumulation" if they are earning extra vacation as a result of the conversion of sick leave hours per Article 7, Section 3.

Employees shall accrue vacation leave for all hours worked, including regular and overtime hours, to a maximum of eighty (80) hours per pay period.

Vacation leave may be used within the same pay period which it is earned. When any leave accumulation rate period of service ends within a pay period, the new vacation accrual rate starts the following pay period.

New employees will immediately begin accumulating vacation. Such vacation leave shall be available for use by probationary employees with proper supervisory approval.

Any employee who is about to lose vacation leave because s/he has been denied a vacation request made in accordance with a departments 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 3. Accrued Balance. All bi-weekly payroll employees will be furnished with a statement of the amount of accrued vacation leave to their credit at the end of a payroll period with their paycheck for that period.

Section 4. Vacation Periods. Vacations shall be taken at times selected by employees provided such requests are submitted to the employee's supervisor in writing, at least sixty (60) calendar days prior to the effective date of the vacation period but not more than one-hundred twenty (120) calendar days prior to the effective date of the vacation period on forms provided by the Employer.

Supervisors shall post all vacation requests for five (5) calendar days in all work areas affected before approving or denying any such requests. Any employee who desires to have vacation during the period posted must submit a written request to the supervisor during the posting. When the five (5) day posting ends, within five (5) calendar days, the supervisor shall approve or disapprove all vacation requests in the work location in order of greatest classification seniority. Approvals shall not be unreasonably withheld. An employee who believes his/her request was unreasonably withheld shall have the right to file a grievance at Step 3. Such grievance meetings shall be scheduled within ten (10) working days after the grievance is filed. Vacation requests submitted with less than sixty (60) days advance notice, shall be considered on a first request priority basis, without regard to seniority. No vacation shall be approved with less than sixty (60) days notice unless those employees who have requested vacation with more than sixty (60) days notice and have been denied are given the opportunity in classification seniority order to take vacation for any part of the vacation period which was earlier requested and denied. Except for emergencies, the Employer shall not have the right to change an employee's vacation schedule once his/her vacation request has been approved.

When advance written requests are impractical, employees shall request the approval of their supervisor by telephone or other means at the earliest opportunity. Supervisors shall respond to all vacation requests within five (5) calendar days.

Section 5. Vacation Charges. Employees will be charged only for the number of vacation hours they normally would have been regularly scheduled to work during their vacation period, provided, however, the employees will not be charged for vacation hours taken on any holiday defined in Article 5, Holidays, of this Agreement.

Section 6. Work During Vacation Period. Any employee who is required to return and does work during his/her vacation period shall be paid for regular hours at a rate of one and one-half (1-1/2) times his/her regular rate of pay. In addition, the employee's vacation (with pay) shall be rescheduled to any future period the employee may request.

Section 7. Vacation Rights. Any employee who is laid off under Article 16, Section 2A, discharged, retired, or who gives notice of voluntary termination at least two (2) weeks in advance of such termination shall be compensated for accumulated, unused vacation with a check issued the next payroll period after receipt of his/her final work time paycheck.

If a date of expected return from layoff is included in the layoff notice, an employee shall be allowed to leave their vacation accruals intact. 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. Employees who are subject to temporary or seasonal reductions under Article 16, Section 1 B, may elect to have their accumulated unused vacation leave held over and credited to them upon re-employment, or shall be allowed to use up to their accumulated vacation hours during the period.

Section 8. Vacation and Sick Leave Charges. If an employee becomes ill or disabled while on vacation, his/her vacation leave shall be changed to sick leave, for the period of illness or disability, upon satisfactory notification to the employee's supervisor. If an employee's spouse, minor or dependent child, parent or significant other becomes seriously ill or disabled while the employee is on vacation and requires care from a medical practitioner, the employee's vacation shall be changed to sick leave upon providing a statement from a medical practitioner verifying the illness to the employee's supervisor. If an employee runs out of sick leave, he/she may use accrued vacation time rather than leave of absence. Such use of vacation shall be in conformance with Sections 4 and 5 of Article 7.

ARTICLE 7 SICK LEAVE

Section 1. Eligibility. All employees appointed at a designated percentage of 50% time or more, shall be eligible for purposes of this Article.

Section 2. Accrual. Employees shall begin earning sick leave as they become eligible under the provisions of Section 1 of this Article. Sick leave shall be accrued at the rate of three (3) minutes per hour paid, including regular and overtime hours, to a maximum of eighty (80) hours per pay period, for employees on bi-weekly payroll. All bi-weekly payroll employees will be furnished with a statement of the amount of accrued sick leave to their credit at the end of a payroll period with their paycheck for that period.

Section 3. Sick Leave Conversion. Upon reaching four hundred (400) hours accumulation, one quarter (1/4) of any sick leave accumulated thereafter shall be credited to the employee's vacation accumulation as long as the employee maintains his/her sick leave accumulation at four hundred (400) or more hours. The remaining three quarters (3/4) of sick leave accumulated thereafter shall continue to be credited to sick leave. When an accumulation of eight hundred (800) hours sick leave has been reached, one-half (1/2) of any sick leave accumulated thereafter shall be credited to the employee's vacation accumulation as long as the employee maintains his/her sick leave accumulation at eight hundred (800) or more hours. The remaining one-half (1/2) of sick leave accumulated thereafter shall continue to be credited to sick leave.

Section 4. Utilization. An employee shall be granted sick leave with pay to the extent of the employee's accumulation for absences necessitated by illness, disability, pregnancy, or pregnancy related problems; by necessity for medical, chiropractic, or dental care; or by exposure to contagious disease which endangers the health of other employees, clients, or the public; or by the illness of a spouse, minor or dependent children, or parent, or significant other, for such reasonable periods as his/her attendance may be necessary. With respect to significant other and spouse, the individual must be living in the household of the employee. Such leave to arrange for necessary nursing care of members of the family or for the father at the birth or for either parent at the adoption of a child shall be limited to not more than three (3) days of sick leave, although vacation leave may also be granted for such purposes. Natural Mothers may use up to twenty (20) working days of accumulated sick leave in conjunction with the birth of a child which shall not preclude use of vacation leave in lieu of or in addition to such sick leave use. Accumulated sick leave may also be used to supplement Worker's Compensation benefits during any period of lost work time due to compensable illness or injury.

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 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 practitioners statement of illness when requested, the supervisor may deny the use of sick leave. The abuse of sick leave shall constitute just cause for disciplinary action.

Section 5. Requesting Sick Leave. Whenever practicable, employees shall submit written requests for sick leave, on forms furnished by the Employer, in advance of the period of absence. Supervisors shall respond promptly and shall answer all written requests in writing.

When advance notice is not possible, employees shall notify their supervisor by telephone or other means at the earliest opportunity. Because of the personal nature of an illness, it is agreed that while supervisors must be informed of the general nature of an illness, such information shall be used only for administrative purposes. Departments shall post the names and phone numbers of supervisors designated to grant sick leave.

Requests for immediate leaves (i.e., family sickness or death) shall be answered before the end of the shift on which the request is submitted. The Union and the Employer agree that sick leave is a benefit to be used judiciously and should not be abused.

Section 6. Sick Leave Charges. An employee utilizing sick leave will be charged for only the number of hours he/she is scheduled to work during the period of his/her sick leave. Holidays that occur during sick leave periods will be paid as holiday and not charged as sick leave. If an employee runs out of sick leave, he/she may use accrued vacation time rather than leave of absence. Such use of vacation time shall be in conformance with Section 4 and 5 of this Article.

ARTICLE 8 LEAVES OF ABSENCE

Section 1. Application for Leave. All requests for a leave of absence, except for voting leave, shall be submitted in writing by the employee to the employee's immediate supervisor, and such written requests shall be on forms provided by the Employer with a duplicate of the request for the employee. In the event that a written request is impossible, a request shall be made as soon as the need for the leave is known. The request shall state the reason for and the anticipated duration of the leave of absence. All requests for leave of absence, except for voting leave and Union leave, shall be submitted at least ten (10) calendar days in advance, except that a one (1) day leave of absence shall only require a one (1) day notice.

Section 2. Authorization for Leave. Authorization for or denial of a leave of absence shall be furnished to the employee in writing by the immediate supervisor. All requests for a leave of absence shall be answered by the Employer within three (3) working days. All requests for a leave due to an emergency shall be answered promptly. All leave of absence requests shall be given reasonable consideration by the Employer.

Section 3. Paid Leave of Absence. Paid leaves of absence shall be granted to employees proportionate to their percentage time of appointment.

A. Bereavement Leave. Three (3) 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. Employee's immediate family shall

include spouse or significant other, parents, grandparents, guardian, children, brothers, sisters, or wards of the employee. If an employee requests, vacation, compensatory time, or unpaid leave of absence may be used to attend funerals of parents-in-law, grandparents-in-law, brothers-in-law, or sisters-in-law.

B. Court Appearance Leave. Leave shall 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 a subpoena or other direction of proper authority.

C. Parental Leave. A two-week paid parental leave of absence shall be granted to male and female employees who are biological or adoptive parents, when requested in conjunction with the birth or adoption of their child. This parental leave shall not be charged against the employee's accumulated vacation or sick leave. The parental leave shall begin at a time requested by the employee, although the leave may not begin more than two weeks prior to the due date or six weeks after the birth or adoption. This leave must be consecutive and without interruption and must be taken during the term of appointment. A female biological parent who uses the above parental leave may also use up to twenty (20) days of accumulated sick leave immediately following the parental leave. This leave must be consecutive and without interruption and must be taken during the term of appointment. To be eligible for parental leave, an employee must be appointed to a 50% or greater position and must have been employed at the University for at least nine (9) months prior to requesting the leave.

D. Voting Time Leave. Reasonable leave shall be granted for the purpose of voting, to all employees, at any state-wide general election, or at any election to fill a vacancy in the office of Representative in Congress during the forenoon of such election day. The employee must notify his/her supervisor before time off is taken to vote.

Section 4. Unpaid Leaves of Absence.

A. Personal Leave. After 10,400 hours of continuous service, personal leave of six (6) months shall be granted to any employee with three (3) months advance notice to the Employer. Any employee shall only be able to use this leave once in any twenty four (24) month period. If more than one (1) employee in a work location requests personal leave at the same time, and staffing would not allow approval of more than one (1) employees leave, the employee with the most Departmental Seniority shall get the leave. However, personal leave may be denied if other previously approved leaves do not allow staffing flexibility to grant this leave. Other personal leaves may be granted at any time to any employee

for any period of time for personal purposes with supervisory approval.

B. Disability Leave. Any employee who is disabled due to illness or injury and who has exhausted accumulated sick leave shall be granted an additional nine (9) month leave of absence without pay upon presentation to the Employer of a doctor's statement substantiating continuing disability.

C. Maternity/Paternity Leave. Maternity/Paternity leaves, not to exceed six (6) months, shall be granted at the request of an employee for birth or adoption of a child. Maternity/Paternity leaves may, upon the request of the employee, be extended or renewed for a period not to exceed six (6) months. Upon signifying an intent to return within the six (6) months leave of absence period, such employees shall be reinstated in accordance with the provisions of Section 5 of this Article. Provided, however, employees returning from maternity/paternity leave prior to expiration of such leave must provide the Employer with at least thirty (30) calendar days advance notice of their intent to return to duty.

D. Military Leave. Leave shall be granted to an employee who enters into active military service in the armed forces of the United States for the period of military service, not to exceed four (4) years.

E. Political. Leave shall be granted upon request to any employee upon becoming a candidate, or during the course of such candidacy, for any elected public office. Leave shall also be granted upon election to any elected public office.

F. Union Leave. Leave shall be granted to employees who are elected officers or appointed representatives of the Union for the purposes of conducting Union business upon the written request of the Union. 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. Such requests shall state the anticipated duration of the leave. Effective July 1, 1989, all union leave hours except for leaves of more than one (1) week (5 days) shall count as hours of continuous service for accrual purposes in the Leave and Salary Articles.

G. Precinct Caucus/Party Conventions. Any employee who is entitled to attend his/her annual political party caucus or a convention of a state party unit and who submits a written request to the appropriate Human Resources Department at least ten (10) days in advance shall be excused from work, without pay, to attend the caucus or convention.

H. School Conference and Activity Leave. An employee shall be granted up to sixteen (16) hours of unpaid leave per fiscal year to attend school conferences or activities related to the employee's child, provided the conferences or classroom

activities cannot be scheduled during non work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the request for leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the Employer. If the employee has vacation or compensatory time off available to use, the employee may use the time for that purpose.

Section 5. Reinstatement After Leave. Any employee returning from an approved leave of absence as covered by this Article shall be entitled to return to the job in the University which s/he held at the time leave was granted. In the event the job has been eliminated during the employee's period of leave, the returning employee shall be entitled to exercise one of the following options:

- A. To be placed on the layoff list in accordance with Article 16, Layoff and Recall;
- B. To use his/her classification seniority to bump the least senior employee in that classification in the administrative unit, if qualified;
- C. To be placed in a vacancy which is comparable in pay and duties to the position from which leave was granted, if qualified. The salary paid to employees following a leave of absence shall reflect all increases for which the employee would have been eligible during the period of leave except those increases which are based on hours of service.

If any leave taken under any provision of this Agreement also qualifies as leave under applicable state or federal law, such leaves shall run simultaneously.

ARTICLE 9 OVERTIME

Section 1. Overtime Hours and Rates. Overtime must be approved by the immediate supervisor or other appropriately designated supervisor and/or administrator. All employees shall receive premium overtime compensation as follows:

- A. All hours worked after twelve (12) consecutive hours in any work day shall be paid at two (2) times the employee's regular rate of pay. Hours shall be considered consecutive when there is no break greater than (1) hour during the work period.
- B. All hours worked on a scheduled shift which starts less than twelve (12) hours after the employee's most recent shift ends shall be paid at time and one-half (1/2) the employee's regular rate of pay;

- C. All hours worked on the second of two (2) consecutive weekends shall be paid at time and one-half (1/2) the employee's regular rate of pay, except as provided for in Article 4, Section 6.

Section 2 . Seven (7) Day Work Period. Employees whose scheduled work period consists of no more than forty (40) hours in a seven (7) day period shall receive overtime compensation as follows:

- A. All hours worked in excess of forty (40) hours in a seven (7) day period shall be paid at time and one-half (1/2) the employee's regular rate of pay. The Employer shall not reduce the hours in any 100% employee's posted work day in order to avoid the payment of overtime during a seven (7) day period. Such change in a posted work day shall result in payment at time and one-half (1/2) the employee's hourly rate of pay for hours worked outside the posted work schedule during the seven (7) day period;
- B. All hours on days beyond five (5) days worked in a seven (7) day period shall be paid at time and one-half (1/2) the employee's regular rate of pay;

Section 3 . Overtime Compensation. Overtime shall be accumulated at the rate set forth in Sections 1 and 2. All overtime earned shall be paid in cash unless the employee requests compensatory time off in lieu thereof. All cash overtime shall be reported and liquidated in the payroll period in which it was earned. Upon fourteen (14) days written notice, the employee shall be able to cash out compensatory overtime in the following payroll period.

All employees shall be allowed to accumulate up to eighty (80) hours of compensatory overtime. Employees currently above the maximum shall not have their excess hours cashed out.

Requests for compensatory time off which exceed two (2) days shall be handled according to provisions of Article 6, Section 4. Requests for compensatory time off of two (2) days or less shall be at times selected by the employee subject to the approval of the supervisor, and shall not be unreasonably withheld.

Section 4 . Distribution. Employees who work in more than one work location shall exercise rights for voluntary overtime in the work location where the majority of regularly scheduled hours are worked. Additional work shifts resulting from unanticipated needs shall be distributed in the work location as follows:

- A. To bargaining unit employees who would not be eligible for overtime rates in order of greatest classification seniority;
- B. To non-bargaining unit employees who would not be eligible for overtime rates;
- C. To bargaining unit employees who would be eligible for overtime rates in order of greatest classification seniority.

Employees may volunteer for work outside of their primary work location before mandatory overtime is assigned. If more than one (1) employee volunteers, the extra shift will be granted

to the employee with the greatest classification seniority. Overtime of less than a full work shift shall be distributed in the following order:

- A. To employees in the same classification and work location who are currently at work in order of greatest classification seniority;
- B. To employees in the same classification and work location who are on a scheduled day off in order of greatest classification seniority;
- C. To employees in the same classification and work location who are not at work but are scheduled to work during the twenty-four (24) hour period in order of greatest classification seniority.

The Employer shall not be required to call employees in from vacation or to interrupt a specific project in progress in order to distribute overtime.

Section 5 . Overtime Assignments. Overtime shall be optional, except that if a supervisor cannot secure an adequate staff from among volunteers after offering the assignment per Section 4, overtime shall be assigned to employees within a work location on the basis of ability to do the job and inverse classification seniority. Such an assignment shall not exceed eight (8) consecutive hours, exclusive of an unpaid lunch period. No more than two (2) full mandatory overtime shifts or four (4) partial mandatory overtime assignments per pay period per employee may be made by the supervisor. An employee may withdraw from their voluntary overtime assignment up to five (5) work days prior to the actual overtime with written notice to their supervisor. Withdrawal from a voluntary overtime assignment within five (5) work days may occur only with the approval of the supervisor.

Section 6 . Duplication of Payment. Overtime hours worked shall not be paid more than once for the same hours worked under any provision of this Agreement.

Section 7 . Call Back.

- A. Call Back Eligibility. For purposes of this Article, employees working at least 75% time are eligible. Employees working less than 75% time may be called back to work. However, since no compensation is guaranteed, no employee working less than 75% time shall be required to return for a call back.
- B. Call Time Compensation. An eligible employee who is called from home after having completed his/her work day shall, at the employee's option, unless such option is prohibited by law, receive as a minimum three (3) hours pay for the work performed. An eligible employee who is called in early shall be compensated (in cash) at the rate of time and one-half (1/2) for all work performed prior to the start of the employee's regularly scheduled work shift.

Section 8. Meet and Confer. The Union and the Employer agree to meet and confer regarding expanding the ability of employees to volunteer for overtime outside of their administrative units.

Section 9. On Call. In the event the Employer decides to implement an on-call procedure, the Employer agrees to meet and negotiate with the Union over the terms and conditions of the procedure prior to its implementation.

ARTICLE 10 TEMPORARY APPOINTMENTS AND ASSIGNMENTS

Section 1. Temporary Appointments. If a temporary appointment extends beyond three (3) years, the employee shall become permanent without posting the position.

Section 2. Temporary Reassignments. If it is necessary to reassign an employee from his/her continuing work location to another work location for more than three days, the most senior volunteer among qualified employees who are at work on the work location shall be reassigned. If there are no volunteers, the least senior qualified employee at work on the work location shall be reassigned. Temporary reassignments made in accordance with this section shall not exceed six (6) months in duration.

Employees who are assigned to work with a specific doctor, may be temporarily reassigned, during the doctors absence, if work is not available in the employees continuing work location. Such reassignments shall not exceed 30 days.

In no case shall temporary reassignments be used to avoid the provisions of Article 13.

Section 3. Reassignment in Lieu of Layoff. The Employer may temporarily reassign employees who would otherwise be laid off or have their appointments terminated, to alternative work for up to three (3) months, if there is an expectation that there will be funding and work that will become available in their regular work location. The Administrative Unit and the Local Union may mutually agree to extend a temporary reassignment.

Section 4. Temporary Training Assignments Across Work Locations. Training of this type shall be offered in order of seniority by work location. If no one in the work location volunteers, training shall be assigned to the least senior employee who has not had that training. Such training assignments shall not exceed two consecutive weeks per training event.

ARTICLE 11 REPORTING TIME

Section 1. Reporting Time Compensation. Any employee who is scheduled to report for work for a scheduled work shift of at least four (4) hours and who presents himself/herself as scheduled, shall be entitled to at least four (4) hours of work or four (4) hours pay at his/her regular straight time hourly pay rate or overtime, whichever is applicable. Any employee who is scheduled to report for work for a scheduled shift of less than four (4) hours and who

presents himself/herself as scheduled, shall be entitled to at least the scheduled hours of work or pay for the scheduled hours at his/her regular straight time hourly pay rate or overtime, whichever is applicable. Should an employee be excused from work due to illness or at his/her own request he/she shall receive pay only for hours actually worked, plus compensation for any hours charged to sick leave, vacation, or compensatory time off.

ARTICLE 12 SENIORITY

Section 1. Definitions.

University Seniority. "University Seniority" is defined as the total hours of continuous service with the University since the last date of hire. University Seniority shall be used to determine vacation and sick leave accrual rates and career bonus payments.

Bargaining Unit Seniority. "Bargaining Unit Seniority" is defined as the length of continuous service within the bargaining unit since the last date of entry into the bargaining unit.

Department Seniority. "Department Seniority" is defined as the length of continuous service within a department. Department seniority includes time worked in all classifications within a department, regardless of bargaining unit designation. Departments are listed in Appendix B.

Classification Seniority. "Classification Seniority" is defined as the length of continuous service in a specific job classification within the bargaining unit. If an employee exercises bumping rights within the administrative unit as provided in Article 16, Layoff and Recall, classification seniority in the class to which the employee has bumped shall include classification seniority in all higher or equally paid bargaining unit classes in which the employee has served, since the initial date of entry into the classification into which the employee bumps. Administrative Units are listed in Appendix B.

Continuous Service. For determining University Seniority, "Continuous Service" shall commence on the date an employee begins to serve a probationary period and shall accrue on the basis of straight time for all hours paid to a maximum of eighty (80) hours per pay period. For purposes of this section, overtime hours worked shall be credited as the number of hours worked exclusive of premium pay. For determining bargaining unit seniority, department seniority, and classification seniority, "Continuous Service" shall commence on the date an employee begins to serve a probationary period and shall be computed on the basis of the last date of entry into the bargaining unit, department and/or classification, whichever is appropriate. In the case of an employee in a trainee position, Continuous Service shall be credited back to the date of hire at the time the employee begins to serve a probationary period.

Section 2. Breaks in Service. An employee's continuous service record shall be interrupted only by dismissal for just cause, voluntary resignation, retirement, failure to return upon expiration of a leave of absence, or failure to respond to a recall from layoff. However, any employee who is reinstated to a bargaining unit position within one (1) year shall have his/her seniority, wage step, career bonus, and eligibility for other benefits at the time of interruption restored. Effective December 8, 1995, an employee who is reinstated to the job classification which s/he most recently held within three (3) years shall have his/her university seniority and career bonus restored. An employee who transfers, promotes or demotes from a classification and returns within one (1) year shall have his/her classification and departmental seniority restored.

Section 3. Seniority Rosters. The Employer agrees to furnish the Union each January and July with rosters of all employees, their classifications, work locations, University seniority hours, bargaining unit seniority date, and classification seniority date. One such roster shall be arranged according to classification seniority by Administrative Unit; and one shall be arranged by Bargaining Unit Seniority for all represented employees. In the event a dispute occurs involving the application of any employee's seniority, the Employer agrees to provide all pertinent seniority information to the Union, upon request. When two (2) or more employees have the same classification seniority date, ties shall be broken by recognizing the employee with the greater department seniority first. If a tie continues, the employee with the greater bargaining unit seniority shall be recognized first. If a tie continues, the employee with the greater University seniority shall be recognized first. Finally, if a tie still continues, the employee's seniority position shall be determined by lot.

ARTICLE 13 FILLING OF VACANCIES

Section 1. Definition of a Vacancy. A vacancy is a job opening in the bargaining unit which the Employer determines to fill. Vacancies can result from promotion, demotion, transfer, termination of an employee or from the addition of new positions. A vacancy is not created by an assignment change within the same job classification, same department, and on the same shift.

Section 2. Posting of Vacancies. Whenever a vacancy occurs which the Employer determines to fill, the Employer shall post notice of the opening on all employee bulletin boards for a period of not less than seven (7) calendar days. The posting shall carry the position classification, title, number, the hourly rate of pay, minimum acceptable qualifications, and shift hours. The work schedule and work location shall be included. Copies of all postings shall be sent to the Union post office box upon posting. A posted vacancy may be canceled during the

posting period but may only be canceled after the posting period for lack of funds. Upon request, the Employer shall furnish the Local Union with documentation of the lack of funds.

A temporary appointment shall not be made solely for the purpose of avoiding layoff rights for that employee or denying bidding rights to other employees.

Section 3. Applicant Consideration. Employees serving an initial probationary period shall not be considered for any vacancy except a vacancy in the same class in a different percentage appointment or at a different term appointment. Employees serving an initial probationary period in a temporary position shall be permitted to apply for other positions which are not temporary unless there is a layoff list for the classification of the vacancy. The Employer may deny such a transfer if the employee has received disciplinary action at the level of written warning or higher or has received an unsatisfactory mid-point evaluation.

Employees may apply for posted vacancies by submitting a written application form which shall be provided, upon request by the appropriate Human Resources Department. In order to be guaranteed seniority consideration, completed applications must be submitted prior to the end of the seventh day of the posting and must be accepted by the Human Resources Department, except that such acceptance shall not imply that the applicant is qualified. In filling all bargaining unit vacancies, the Employer shall fill openings from among qualified applicants in the following order:

- A. First, current bargaining unit employees who have received layoff notice in accordance with Article 16 on the basis of total bargaining unit seniority.
- B. Next, current bargaining unit employees on layoff list for the classification involved in accordance with Article 16.
- C. Next, current bargaining unit employee who has passed an initial probation with the University and who has either a) 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, or b) is unable to return to their position due to a work related injury and now certified to return to other employment.
- D. Next, current bargaining unit employees requesting a transfer in the same classification and/or pay range as defined in Article 27, Section 5, in accordance with Section 6 of this Article on the basis of bargaining unit seniority.
- E. Next, current bargaining unit employees with at least five (5) years of continuous service, on the basis of bargaining unit seniority.
- F. Next, current bargaining unit employees within the department where the vacancy occurs in order of their departmental seniority.
- G. Next, current bargaining unit employees within the bargaining unit with less than five (5) years of continuous service in order of their total bargaining unit seniority.

- H. Next, a University 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 the right to any vacant position for which s/he is qualified as determined by the employer.
- I. Next, a University 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 the right to any vacant position for which s/he is qualified as determined by the employer.
- J. If no applicant is found in the groups described above (A through I), the Employer shall fill the position using its standard employment procedure which shall not disqualify bargaining unit employees from competing for selection if they apply between the 8th and last day of posting.

The Employer shall send the Union the name(s) and classifications of any employee(s) referred to fill a bargaining unit vacancy or shift opening, and the name(s) of employee(s) selected, on a bi-weekly basis. Employees affected shall also be notified by the hiring supervisor within two (2) weeks of the hiring decision, and given the reason therefor.

The provisions of Section 2, Posting and Section 3, Applicant Consideration may be waived by written agreement between the Employer and the Union in order to return a bargaining unit employee or a former bargaining unit employee who is on Worker's Compensation or Unemployment Compensation, or a non-bargaining unit employee 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 due to the disability, to a bargaining unit job.

Section 4. Assignment Change. An assignment change is a change of an employee's assignment within the same classification, same department, and same shift, and shall not require a new probationary period. This procedure shall occur before a vacancy is posted or when no vacancy has been created, but it is necessary to reassign an employee. Temporary employees shall not be reassigned into permanent positions.

Employees shall inform the Supervisor in advance of the job posting, in writing, of their desire to be considered for another assignment. Such notice must be received prior to formal posting of the vacancy by Human Resources in order to be considered for reassignment. The assignment change requests will remain in effect for a one (1) year period.

The Employer shall inform employees at the time of initial hire of the assignment change procedure. The Employer shall post on the work area bulletin boards where they exist, or on department bulletin board where there are no work area boards, the assignment change

procedure which follows:

When an employee leaves an assignment for any reason, and the Employer determines to fill the vacated assignment, the Employer shall do the following:

- A. Notify the department Union Steward in writing that a vacancy has occurred;
- B. Consider applicants for the vacant assignment who have expressed interest in reassignment;
- C. Reassign the employee with the most classification seniority who expressed an interest in the reassignment and who has the ability to do the job.

Assignment changes may be initiated by the Employer, however, such changes shall not be arbitrary or capricious.

Section 5. Transfers. A transfer is a change of an employee from one position to another position having the same classification or a change between classifications having the same pay range:

- 1) Within the same department;
- 2) From one department to another department.

Section 6. Evaluation Period. Employees who have been transferred or voluntarily demoted or promoted to a new classification shall have ten (10) working days, working in the work location, in which to evaluate the position and decide whether or not to return to the previously occupied position. If an employee returns to a previous position, the employee shall assume all seniority in the former classification.

Section 7. Changes Due to Reorganization. If a cost center work location(s) is to be eliminated or combined, upon the request of the Union, the Employer shall convene a Labor Management meeting to work out a plan for the layoff process and/or for reassignment of the employees which considers employee choice, classification seniority and ability to do the preferred job.

Section 8. Trainee Positions. The Employer shall have the right to establish training positions in classifications where needed. Such positions shall be posted and filled in accordance with this Article, and the posting shall include a description of the job and estimated duration of the trainee program. The duration of the trainee program shall not exceed the minimum experience and training qualifications normally expected of a fully qualified applicant, nor shall it exceed nine (9) months in duration.

Individuals hired for trainee positions shall be paid no lower than two (2) steps below the minimum step of the classification and may be granted increases as the employee progresses through the training period. After successfully completing the training the employee shall be paid at least the minimum step for the classification and begin a probationary period in that classification.

Current employees who enter trainee positions shall remain in their current classifications until successful completion of the training program.

ARTICLE 14

PROBATIONARY PERIOD

Section 1. Intent. Each employee selected to fill a vacancy 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.

Section 2. Probationary Period. Employees shall be required to serve a probationary period of one-thousand forty (1,040) work hours, except employees promoted during their probationary period shall be considered to have completed the probation in their previous classification on the effective date of such promotion. In the event the department head wishes more time to evaluate the employee's performance, the probationary period may be extended for an additional three hundred-sixty (360) work hours, provided notice of the extension is agreed to by the Union not less than ten (10) working days prior to the expiration of the probationary period. If such an extension is requested, the department head shall meet with the employee, steward and supervisor to detail the work problems which resulted in the extension and the specific expectations which the employee must meet in order to pass probation.

Employees who are moved to a different classification (in which the employee has not previously served a probationary period) due to promotion, transfer, reclassification, voluntary demotion or recall shall serve a period of probation of one thousand forty (1,040) work hours in their new classification. An employee who transfers in the same classification between departments may be required to serve an additional five-hundred twenty (520) hour probationary period if the employee has received disciplinary action at the level of written warning within the last three (3) calendar months or a higher level of discipline within the last six (6) months. Employees serving an initial probationary period shall not be considered for any vacancy except a vacancy in the same class in a different percentage appointment or at a different term appointment. Employees serving an initial probationary period in a temporary position may apply for other positions which are not temporary. The Employer may deny such a transfer if the employee has received disciplinary action at the level of written warning or higher or has received an unsatisfactory mid-point evaluation. An employee may not apply for promotion during an initial probationary period.

An employee who transfers in the same classification between Administrative Units may be required to serve an additional five-hundred twenty (520) hour probationary period. In the event the Department Head wishes more time to evaluate the employee's performance, the probationary period may be extended for an additional three-hundred sixty (360) work hours as provided in Section 2, Article 14. After completion of the initial period of probation with the

Employer, an employee upon notice of non-certification in a different classification, department, or Administrative Unit, shall be entitled to return to his or her next previous position or layoff list, if appropriate.

If an employee is not certified in a classification, that employee shall not be appointed to a vacancy in that class for six (6) months after the date of removal from the class. In this event, the employee shall accrue all seniority in the former classification. Failure to pass probation may be grieved under the provisions of Article 21, Settlement of Disputes, except that an employee serving an initial probation period may only grieve through Step 3, unless a violation of Article 26, Pledge Against Discrimination and Coercion, is charged. Each supervisor shall ensure that each employee receives adequate orientation

Section 3. Evaluation. At the approximate mid-point of the probationary period, the Employer shall conduct a performance counseling review of the employee's work performance and furnish the employee with a written copy of the evaluation. The Employer and the Union agree that this evaluation period does not preclude the non-certification of an employee's initial probation prior to or after the mid-point of the probationary period if it becomes apparent that the employee will not successfully complete the probationary period. If an employee serving other than an initial probationary period is not making satisfactory progress on the job after at least one (1) month, the employee shall receive at least one (1) documented performance review identifying job performance deficiencies and expected improvements prior to any decision to non-certify. The employee shall be given an adequate period of time to demonstrate improved performance following the review.

ARTICLE 15 CLASSIFICATION OF POSITIONS

Section 1. Job Classification. All positions shall be assigned to a specific classification by the Employer and all positions substantially alike with respect to type, difficulty, and responsibility of work shall be included in the same classification. The Employer agrees to provide each Union Officer with a copy of all current Human Resources Department class specifications for all bargaining unit classes. The Employer shall provide each steward with a copy of all class specifications for the classifications in the respective departments. All classification specifications shall include the typical tasks required in the performance of the job.

Section 2. Reclassification of Positions. If the duties assigned to an individual employee are substantially changed in terms of level of difficulty or responsibility, he/she or the Union may request that the appropriate Human Resources Department initiate a job review of his/her job to determine correct bargaining unit classification for that employee's position. Such

requests shall be in writing on forms supplied by the Employer. A copy of all such requests not initiated by the Union shall be provided to the Union. Upon receipt of a properly completed job review form, the appropriate Human Resources Department shall complete a review and render its decision to reclassify or not reclassify the position in writing to the employee, with a copy to the Union, within forty-five (45) calendar days. When a position is reclassified, the salary of the employee shall be adjusted effective upon the first day of the payroll period after the receipt of the properly completed job review request form by the appropriate Human Resources Department. Salary in the new classification shall be as determined in Article 27, Section 5. Classification seniority in the new classification shall also begin on that date.

Positions which are reclassified, as a result of a job review and/or an organizational change, to existing class titles, shall remain within the scope of the bargaining unit, unless the reclassification constitutes a promotion to an existing classification outside the bargaining unit.

If the new classification is established as a result of a reclassification and/or an organizational change and a dispute develops over the inclusion or exclusion of the class(es) in the bargaining unit, the parties agree to resolve the dispute in accordance with Article 2, Section 2, Recognition. However, the employees involved in the dispute shall remain covered by the provisions of this Agreement until a decision is issued by the Bureau of Mediation Services. When any classification not listed in the wage schedule of this Agreement is established, the parties agree to meet and negotiate on the appropriate salary range. If the parties are unable to reach an agreement, the Employer shall designate the rate structure for the classification. The dispute shall be resolved by submittal to arbitration upon the request of either party. The Employer agrees to inform the Union in the event a reclassification of any position results in the position being moved outside the bargaining unit.

Section 3. Appeal of Job Reviews. Within ten (10) calendar days after receiving notification of the appropriate Human Resources Department's job review decision, the employee may appeal the decision to Article 21, Settlement of Disputes, beginning at Step 3 and continuing through Step 4, if necessary.

Section 4. Limitation of Filing Job Review Requests. Neither the employee or the Union may file more than one (1) request within any calendar quarter for a review of the same position on behalf of the same employee.

ARTICLE 16 LAYOFF AND RECALL

Section 1. Purpose. The purpose of this Article is to protect the jobs and hours of work of employees according to their length of service, as specified in this Article, so that least senior employees are first affected by reductions and most senior employees are last affected as specified in this Article.

No layoffs shall be made for disciplinary reasons or because the Employer has eliminated a specific full-time position and replaced the full-time employee with non-bargaining unit employees.

The employer may lay off an employee due to patient population decrease, abolition of position, shortage of work or shortage of funds, or because of subcontracting.

Section 2. Definitions.

- A. Continuing Reductions. A continuing reduction of the regular work hours of an employee appointed at 75% time or more which continues longer than two (2) consecutive weeks shall be considered a layoff and the Layoff Procedure, Section 3, Bumping, Section 4, and Recall, Section 7, is applicable.

A continuing reduction of the regular work hours of an employee appointed at less than 75% time which continues longer than three (3) consecutive pay periods shall be considered a layoff and the Layoff Procedure, Section 4, Bumping, Section 5, and Recall, Section 7, is applicable.

- B. Unanticipated Shift Reductions, Short Term Work Reductions and Special Term Appointments. The following reductions are only considered layoffs as specified below. These reductions are executed as follows:

1. Unanticipated Shift Reductions. Unanticipated reductions in the staffing needs of one shift or less shall occur in inverse order of class seniority in the work location and shift affected. Day shift employees shall be notified of such shift reductions as soon as possible. Evening shift employees shall be notified at least two (2) hours in advance of their scheduled starting time. Night shift employees shall be notified at least four (4) hours in advance of their scheduled starting time.

If an employee who suffers an unanticipated shift reduction is not the least senior in the same class in the work location, that employee may elect to bump the least senior in the same class in the work location from a scheduled shift equal to the hours lost by the original shift reduction within three (3) pay periods following the shift reduction. The Employer shall incur no overtime obligation due to this change in shifts.

2. Short Term Reductions. Anticipated but short term reductions of work of two (2) weeks or less for employees working 75% time or more or for three (3) payroll periods or less for employees working less than 75% time shall occur in inverse

order of seniority within classification in the work location.

Employees shall be notified of such short term reductions in writing by the Employer at least thirty (30) calendar days prior to the effective date of the short term reduction unless the reduction is due to an emergency beyond the Employer's control.

The Employer agrees that if any bargaining unit work is available in the department due to vacation or other employee absence it shall be made available first to the most senior qualified employee affected by the anticipated short-term reduction.

3. Special Term Appointments. Employees in positions identified as less than twelve (12) month positions shall receive a letter describing the periods of work and the periods of not working under the terms of their appointment at the time of hire. The notice shall advise the employees to inquire with the appropriate office or agency concerning any legal rights to insurance benefits or unemployment compensation during the period they are not working.

If the dates that the position is not working are changed from the period stated in the original letter, the employee will receive thirty (30) days notice and be eligible for Section 3, Layoff Procedure, and Section 4, Bumping, provided the duration of the change would qualify as a layoff as defined in Section 2A.

4. Layoff and Bumping Rights. When an employee's regular shifts have been reduced by a cumulative total of one (1) pay period of that employee's normal work hours or forty (40) hours, whichever is less, under any provision of Section 2, Subsection B, during any calendar quarter, then Section 3, Layoff Procedure, and Section 4, Bumping, shall apply. However, an employee may elect not to utilize the filling of vacancies and/or bumping options specified in Section 3 and 4, and retain their present position.

Layoffs occurring in the School of Dentistry because of breaks between academic terms shall not activate bumping rights.

Any hours an employee is reduced in excess of the shortest hour reduction for a specific academic term break shall count towards the cumulative total in this section.

Section 3. Procedure. In the event of subcontracting or layoff the Employer shall identify the positions being eliminated, including the classifications, location, shift and percentage appointment.

If there is more than one position on a work location in the same classification, percentage appointment and shift, the position eliminated shall be the position of the least senior employee according to classification seniority. The Employer may lay off the employee(s) in the classification(s) affected equal to the number of positions eliminated. The Union shall be provided this information at least seven (7) days prior to layoff notice(s) being

issued.

Employee(s) whose position(s) has been eliminated shall receive notice as soon as the need for layoff is known, but at least thirty (30) days prior to the effective date of the layoff, unless the layoff is necessary due to an emergency beyond the Employer's control.

Those receiving a notice shall have until nine (9) days prior to the effective date of the layoff to decide on a course of action.

If the minimum thirty (30) day notice cannot be provided by the Employer due to an emergency or because the person affected is being bumped, notification of any necessary layoff shall be communicated to the employee and the Union as soon as possible.

An employee being bumped shall receive a minimum of nine (9) working days advance notice.

All layoff notices shall include the reason for layoff, the estimated length of the layoff, and the form and instructions necessary for the employee to be placed on the layoff list.

During the notice period the following shall occur:

- 1) Each affected employee shall submit an updated application on forms provided by the Employer to the appropriate Human Resources Department;
- 2) The Employer shall meet with affected employee(s) to advise the employee(s) of his/her rights and options in the layoff situation and his/her rights under Article 13, Filling of Vacancies;
- 3) Affected employees shall be placed into job openings in accordance with Article 13, Filling of Vacancies.

Section 4. Bumping. Bumping rights shall be exercised only one time per layoff.

An employee who is about to be laid off may first bump the least senior employee in the same class and Administrative Unit at the closest percentage appointment. If no such position exists, or the position is at a lower percentage than the employee's current position, the employee may bump the least senior employee in classification(s) in which the employee has previously passed probation in the Administrative Unit. Bumping rights to previously held classes are in the order of most recently held.

When two (2) or more employees in the same classification, percentage appointment, and Administrative Unit have received layoff notices and intend to bump, the employee with the greater classification seniority shall have priority in exercising that option and may choose among the positions to be bumped.

In all cases of bumping, the employee exercising bumping rights must meet the posted qualifications for the position.

Employees who are bumped shall be considered laid off employees and shall also have the right to exercise bumping rights based on classification seniority. An employee who chooses not to exercise bumping rights shall have his/her name placed on the layoff list.

Section 5. Probation. Employees who transfer to another classification or move to a

new classification after receiving a layoff notice may be required to serve a probationary period in accordance with Article 14, Probationary Period.

If the employee does not pass probation, the employee shall still retain bumping rights under this Article to any classification in which he/she has previously passed probation and shall be allowed to exercise bumping rights at the time he/she is informed of the non-certification.

Section 6. Layoff Lists. The Employer shall maintain a list of all employees who have been laid off from their position, classification, or Administrative Unit. Such lists shall be maintained for the entire bargaining unit and shall be provided to the Local Union President, Chief Steward, or Business Representative upon request. The list shall contain the employees' seniority dates and dates of layoff.

Section 7. Recall. Employees shall be recalled from layoff by classification seniority order from the Administrative Unit layoff list.

No new employees will be hired into a classification until all employees on layoff status in that classification have been offered an opportunity to return to work.

An employee whose name has been placed on a layoff list shall retain recall rights for a period of three (3) years.

An employee who is recalled from layoff shall indicate his/her acceptance within seventy-two (72) hours of the time of notification. The Employer shall provide such notification by a certified mailing to the employee's last known address.

If an employee on permanent layoff status chooses to accept the offered position, he/she shall have a maximum of three (3) weeks from the date of accepting to report for work.

If an employee chooses not to accept the offered position, and the offered position is the same or higher percentage appointment, all recall rights shall be forfeited.

After a period of one (1) year from the date of the refusal to accept an offered position in the same or higher percentage appointment, an employee's recall rights shall be restored for the remainder of their three (3) year eligibility by the employee making a request for restoration by certified mail to the head of the Administrative Unit. The employee shall be informed of this obligation in the letter notifying them of recall.

Section 8. Rights of Employees on Temporary Appointments. An employee who has passed their initial probation in a continuing position and has moved to a temporary position, shall have his/her name placed on the layoff list when the temporary appointment ends.

Section 9. Temporary Work. Employees having been given notice of layoff or a short term reduction in employment shall be offered available work assignments, if qualified, before new temporary or agency temporary employees are hired, provided the employees have notified the appropriate employer contact regarding their availability.

ARTICLE 17 SUBCONTRACTING

Section 1. Notification. The Employer shall normally notify the Union at least one-hundred twenty (120) calendar days prior to contracting out or sub-contracting any work which is currently being done by bargaining unit employees. During this time the Employer shall meet at mutually agreeable times with a Union committee composed of AFSCME Staff Representative(s), the Local Union President, Chief Steward and the Steward(s) from the affected department(s) to discuss employee concerns and consider suggestions or alternatives so as to try and minimize any impact that the contracting out or subcontracting may have on the employee. Subcontracting shall include contracting with another subdivision of the University or other public employer to perform work of bargaining unit classifications.

Section 2. Temporary Subcontracting. Temporary subcontracting of work for up to thirty (30) calendar days which does not result in layoffs shall not be subject to the provisions of Section 1. If it appears to be necessary to extend the temporary subcontracting beyond thirty (30) calendar days, the Employer agrees to meet with the Union committee specified in Section 1 to discuss employee concerns and consider other alternatives prior to making a final decision on the extension.

Section 3. Relocation of Employees. The Employer shall notify, in writing, the Union and all employees who may be affected and are potentially subject to layoff due to contracting out or subcontracting of work. During the one-hundred twenty (120) day notification period, upon request to the appropriate Human Resources Department, the Steward(s) representing the employees in the department(s) affected by subcontracting shall receive copies of all job postings when posted, in addition to normal Union posting notification procedures in Article 13. Employees not successfully relocated by thirty (30) days prior to the subcontracting shall receive layoff notice in accordance with Article 16.

ARTICLE 18 UNIFORMS

Whenever employees are required to wear uniforms as a condition of employment the Employer will provide employees who are scheduled to work 75% time or more with five (5) initial new uniforms and with four (4) new replacement uniforms annually thereafter; and the Employer will provide employees who are scheduled to work less than 75% time with three (3) initial new uniforms and with two (2) new replacement uniforms annually thereafter.

Whenever employees are required to wear uniforms as a condition of employment and uniforms are not provided, the Employer shall provide an annual uniform allowance of \$75.

This amount shall be provided to the employee before January 1 of each year for the coming year.

Whenever the Employer requires uniforms, the Employer shall consult with the Union concerning uniform selection. The Employer shall meet with a maximum of three (3) Union representatives during working hours and without loss of pay to receive input and advice on the uniforms to be selected. The Employer shall convene all meetings and shall make the final selection of uniforms. Uniform maintenance shall be the responsibility of the employee.

Scrub uniforms and lab coats shall be provided and maintained by the Employer whenever the Employer determines that the use of such garments is appropriate. The type and quantity of scrub uniforms or lab coats provided shall be determined by the Employer.

Any employee not currently required to wear uniforms who is required to wear uniforms during the life of this Agreement shall either receive uniform allowance or be provided with uniforms per this Article. Whenever any uniform is damaged in the course of employment so that it is no longer usable, upon review and approval of the Department head, the Employer shall pay the cost of repair or replacement of the uniform or provide a new uniform outside of the number allotted per year above. The damage must have occurred during the safe, routine performance of the employee's duties. It may be the result of some direct interaction with a patient or another employee, but should not be the result of normal wear and tear.

ARTICLE 19 OCCUPATIONAL SAFETY AND HEALTH

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 employees shall have the responsibility to use all provided safety equipment and procedures in their daily work and shall cooperate in all safety and accident prevention programs. Employees and the Union may exercise all their legal rights to secure a safe and healthful work place without threats, loss of pay, or other reprisals of any kind. The Employer agrees to abide by all relevant required local, state, and federal safety and health standards, and to keep employees informed of hazardous substances, harmful physical agents and infectious agents as required by the Minnesota Employees Right-to-Know Act (MERTKA).

Section 2. School of Dentistry, Boynton Health Service, and CUHCC Safety Committee. There shall be a Safety Committee composed of Employer and employee representatives in each Administrative Unit. A minimum of one (1) employee representative shall be selected by the Union from employees in each Administrative Unit. The Safety Committee Chairperson shall be designated by the head of the Administrative Unit. The function of each Safety

Committee will be to review reports of unsafe equipment and job conditions submitted to it by bargaining unit employees, to provide support for a strong safety program, and to review and recommend safety policies to the Employer. The Employer and/or the Union may bring persons with special knowledge of issues being discussed to meetings on those issues. All Safety Committee meetings shall be held during normal day shift working hours on the Employer's premises and without loss of pay. Regular meetings of each Safety Committee shall be convened by the Union at least quarterly. Additional meetings of either Safety Committee may be called by the Chairperson or by a majority of that Committee as the need may arise.

Section 3. Committee Recommendations. The Safety Committee shall have the power to make recommendations to the heads of their respective Administrative Unit on matters affecting the safety of bargaining unit personnel. Such recommendations may include majority and minority reports. Where a work location has no Safety Committee, the designated Union Steward shall address such safety concerns to the head of the Administrative Unit.

Section 4. Employee Safety.

- A. All reports of unsafe equipment or job conditions shall be brought to the attention of the immediate supervisor by filling the Unusual Incident Report.
Should the reported unsafe equipment or job condition not be corrected or be in the process of being corrected within fourteen (14) calendar days, the equipment or job condition shall be brought to the attention of the Safety Committee by the bargaining unit employee.
- B. Any protective equipment or clothing, e.g., adequate eye protection, adequate head protection, safety vest, welding gloves and aprons, etc., required to be worn as a condition of employment by the Employer or OSHA shall be provided and maintained by the Employer.
- C. All employees who are injured or who are involved in an accident while performing the duties of the assigned job shall file an incident report on forms furnished by the Employer. All such injuries shall be reported to the employee's immediate supervisor any necessary immediate medical attention shall be arranged, without loss of pay for the employee. The Employer shall provide assistance to the employees, when requested, in filling out all necessary Worker's Compensation forms.
- D. When the Employer suspects that the health of an employee at work could endanger other employees, patients, or the employee himself/herself, the Employer may require the employee to acquire a work clearance from the appropriate Employee Health Service at no cost to the employee. (A copy of the medical report shall be furnished to the employee and the Employer).

Section 5. Safety Inspections. Safety Committee members may conduct inspections for

the purpose of making recommendations with respect to the safety of employees with prior approval of the employee's supervisor to spend work time in this manner. However, such approval shall not be unreasonably withheld. This shall include the ability for the full committee or a subcommittee to inspect equipment and recommend whether it is safe for continued use. In areas which do not have a Safety Committee, inspections may be made by a designated Union Steward or Business Representative. Such inspection shall be coordinated with the supervisor of the area inspected, and will be conducted by a subcommittee consisting of one (1) representative of the Union and one (1) representative of the Employer.

Section 6. Building Safety. Fire and disaster plans shall be developed by the Employer and summaries of the plans will be posted on appropriate employee bulletin boards. Copies of the plans will be available in appropriate departmental offices for employee inspection. The Union Business Representative and/or Union members of the Safety Committees shall be allowed to inspect the fire and disaster plans. A copy of the summaries posted on employee bulletin boards will be furnished to members of the appropriate Safety Committees. No employee shall be required to participate in any search for an explosive or incendiary device against his/her will, nor suffer any loss of pay because of any building evacuation in an emergency situation.

Section 7. Safety Committee Communications. The Employer and the Union agree to keep each other informed at all times of the identity of their representatives on the Safety Committees. For purposes of calling special meetings members may be polled individually.

Section 8. Safety Measures. Nothing in this Agreement shall be construed as a limitation on the right of management to engage in such activities it deems necessary in the furtherance of safety.

Section 9. Occupational Safety and Health Guidelines. The Employer agrees to compile, publish and disseminate certain procedural guidelines for distribution to employees in each work area. Such guidelines shall identify the various types of hazards potentially encountered in the several work areas, and, insofar as possible, identify the necessary precautions to be taken with respect to such hazards. Special concerns of bargaining unit employees which shall be addressed include ethylene oxide, chemotherapeutic agents, infectious agents, exposure to radiation from any of its various sources, investigational drugs, anti-biological agents and asbestos. Any other items deemed appropriate by the Employer or the Safety Committee shall also be included. These guidelines shall provide concise instructions on how to obtain specific detailed information on each of the identified workplace hazards and on whom to call for immediate concerns of emergency situations which might arise, for example, from accidental spills of hazardous chemical or other agents. The guidelines shall describe briefly the types of precautionary measures available to employees and occasionally required. The guidelines shall introduce the employees to the Minnesota Employee Right-to-Know Act and apprise them of available training and information to which

they are entitled thereunder. The guidelines shall also note the function of the Safety Committee and shall refer employees to Human Resources to identify the members, their work locations and phone numbers. Such guidelines shall be available to all employees through their supervisors and given to new employees at the time of hire. The content of the guidelines which will be distributed to work areas with bargaining unit employees shall be reviewed and approved by the Safety Committee prior to publication. These guidelines shall be ready for submission to the Safety Committee for approval six (6) months after the effective date of this Agreement. Final approval shall be the responsibility of the Employer.

Any employee who is pregnant or is trying to become pregnant may request from her supervisor or the Employee Health Service the most current information on infectious agent danger as indicated in Policy 33.16. Additionally, the supervisor shall provide the employee with a copy of a joint letter indicating the concern of the Union and the Employer for her health and safety during pregnancy. The letter shall include an explanation of the employee's right to consult with the University's Environmental Health and Safety Department to receive information regarding any workplace hazards during pregnancy. The information being provided to employees by Environmental Health and Safety shall be reviewed by the Health and Safety Committee. In addition, the Employer agrees to notify all current employees of the availability of this information.

Section 10. Medically Necessary Work Restrictions.

- A. Employees with Work Restrictions. The Employer and the Union agree that it is the responsibility of the Employer find alternative work or restructure a position for an employee with medically necessary work restrictions.

The Employer may consider the following options when an employee presents a statement from his/her medical practitioner substantiating the need for medically necessary work restrictions.

1. Evaluation of the medically necessary work restriction(s) to determine necessary job restructuring and/or assignment;
 2. Temporary reassignment for a maximum of thirty-five (35) calendar days. If the Employer has not determined its ability to make reasonable accommodations within the thirty-five (35) calendar days, the temporary reassignment may be extended;
 3. Restructuring of the employee's current position or an alternate position;
 4. Assignment of the employee to a vacant position with the agreement of the Union and the Employer to waive the posting. This list of options shall not be considered exhaustive. The employee has the right to Union representation throughout this process.
- B. Exposure to Workplace Hazards. Any employee who presents a statement from his/her medical practitioner substantiating the need to limit or eliminate exposure

of that employee to specific work place hazards shall be immediately temporarily reassigned for a minimum of twenty-one (21) calendar days. During the temporary reassignment, the employee and the Employer shall attempt to find an appropriate reassignment, or shall restructure the employee's job to accommodate the medical needs considering all the options in Section A.

ARTICLE 20 DISCIPLINE

Section 1. Purpose. Disciplinary action and discharge shall be taken only for job related behavior and only for just cause. Such action, except discharge, shall have as its purpose the correction or elimination of incorrect job related behavior by an employee.

Section 2. Corrective Disciplinary Procedure. 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 by the immediate supervisor. Coaching and counseling to provide feedback on job performance are intended to be corrective and positive. This coaching and counseling is not part of the disciplinary procedure.

- A. Oral warning given to employee specifying the nature of any incorrect job related behavior and pointing out that non-correction will result in further disciplinary action. Oral warnings shall be documented by use of the standard Employer form.
- B. Written warning given to the employee specifying the nature of any continuing incorrect job related behavior and pointing out that non-correction will result in further disciplinary action.
- C. Suspension given to the employee with a written explanation specifying the nature of any continuing incorrect job related behavior and pointing out that non-correction will result in further disciplinary action.

A written record of all disciplinary action shall be entered into the employee's personnel file and a copy forwarded to the Local Union unless the employee signs a statement providing that no copy should be forwarded.

Incorrect job related behavior by an employee shall be considered as "continuing" if its recurrence is observed by the Employer and brought to the employee's attention through corrective discipline at any time during the employee's normally scheduled work year which immediately follows any disciplinary step described above. Unpaid leaves of absence totaling more than two (2) weeks would be added to the work year. Such behavior not "continuing" for one (1) year, but which recurs thereafter, will normally be dealt with at Step "A" of the corrective disciplinary procedure. If no disciplinary action is taken against an employee for one

(1) work year following an oral or written reprimand, all records of past disciplinary action shall be removed from the employee's personnel file and destroyed. It shall be the responsibility of either the employee or the Employer to initiate the removal of disciplinary documentation in accordance with the above; however, any failure to remove such documentation shall not validate its continued inclusion in the file. 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.

Disciplinary action taken by the Employer shall be done in a manner that will not intentionally embarrass the employee before other employees or the public, except that action taken in accordance with Section 6 of this Article shall not be a violation of this provision. Disciplinary action shall be confidential and shall not be discussed by the supervisor with bargaining unit employees other than the steward and the employee.

Section 3. Discharge. The Employer shall have the right to immediately discharge an employee who:

- A. Is guilty of continuing non-correction of improper job related behavior after suspension as specified in Section 2C above.
- B. Endangers in a willful or careless manner, the safety of patients, the public, himself/herself, or other employees.
- C. Causes a liability to the Employer by violating procedures on confidentiality or patients rights.
- 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, willful or careless destruction of Employer property, gross insubordination, or falsifying of documents.
- E. Fails to pass the initial period of probation in the bargaining unit.
- F. Fails to report for work for three (3) consecutive days without an authorized leave or giving any notice.

Any demand by the Employer for an employee's resignation shall be considered a discharge. Should the Employer feel there is just cause for discharging an employee, the employee may be first suspended for a period of five (5) work days without pay during which the Union and the employee shall be notified immediately and furnished with the reasons for discharge. The Union shall have the right to initiate a grievance involving any suspension, discharge or non-certification at the third step of the grievance procedure, in accordance with the provisions of Article 21, Settlement of Disputes.

Section 4. Appeal. All disciplinary actions taken by the Employer may be processed through the procedure for "Settlement of Disputes," outlined in Article 21 except that an employee's discharge during his/her initial probationary period within the bargaining unit shall

not be arbitrable.

Section 5. Access to Personnel Records. An employee shall be given a copy of any written entry to his/her official Human Resources Office file which is the result of disciplinary action and shall be allowed to reply thereto. Disciplinary action documents shall be sent to the appropriate Human Resources Department within five (5) work days of the disciplinary action and shall be given priority in filing.

In addition, any employee shall be allowed to review all documents held in his/her respective Human Resources 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 material may be removed from the official file by any employee. Upon receipt of written authorization signed by the employee, the appropriate Human Resources Department shall arrange to have the employee's Union Representative inspect or receive copies of all documents related to the disciplinary action present in the employee's official file.

Section 6. Union Representation. Before a supervisor may institute disciplinary action against an employee, the employee shall be given the opportunity to have the appropriate Union Steward or a Union official present during such action. However, neither the refusal of the employee's Union Steward, or Union officials to participate, nor their unavailability due to absence, shall abridge the Employer's right to take disciplinary action in accordance with Section 1. Supervisors shall give a forty-eight (48) hour notice, whenever possible, of planned meetings with the employee which involve discipline as described in this Article. 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 urgent circumstances require it. Upon request, the Employer shall give the steward an indication of why disciplinary action is being taken.

Section 7. Presentation of Evidence. Each employee shall have only one (1) official Human Resources Department file. No written documentation of prior disciplinary action or written allegations of improper employee behavior shall be used as the basis for disciplinary action unless it has been entered into the employee's official Human Resources Department file.

Section 8. Resignations. A resignation is only valid when it is submitted to the supervisor in writing. The Employer shall consider any request to rescind a resignation made within five (5) days of the date of the resignation. The Employer shall not unreasonably deny a request to rescind a resignation.

ARTICLE 21 SETTLEMENT OF DISPUTES

Section 1. Grievance Definition. A grievance for the purpose of this Article is defined as a dispute or disagreement of the application or interpretation of any term(s) or condition(s) of this Agreement.

Section 2. Grievance Procedure. All grievances shall be settled in accordance with the following procedure. However, upon mutual agreement of the parties, any step in the procedure may be waived. For purposes of this Article, "working days" is defined as the days when the appropriate Human Resources office is open.

Step 1. The Union Steward or in his/her absence the Local union President or Chief Steward, with or without the employee, shall submit the Grievance through oral discussion with the employee's immediate supervisor no later than thirty (30) calendar days from the date the employee, through the use of reasonable diligence had or should have had, knowledge of the event(s) giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond orally to the Steward and employee within seven (7) working days.

Step 2. If the grievance has not been settled, it shall be reduced to writing, stating the nature of the grievance, the specific provisions (s) of the Agreement in question, the alleged facts upon which the grievance is based, and the relief requested. It shall then be submitted to the appropriate Human Resources Department within seven (7) working days of the date on which the first step answer was given or was due. Within seven (7) working days following receipt of the written grievance an appropriate Human Resources Department head, or his/her designee, and the Union Steward will meet to discuss the grievance. Others who may attend are the aggrieved employee's immediate supervisor, and the aggrieved employee, the Local Union President or the Chief Steward. The department head, or his/her designee shall attempt to resolve the matter and shall respond in writing to the Union Steward within seven (7) working days following the meeting.

Step 3. If the grievance remains unsettled, a copy of the original written grievance shall be submitted by the Union to the appropriate Human Resources Department within seven (7) working days after the second step answer was given or was due. The appropriate Human Resources Department shall convene a hearing with the Union Business Representative, the Union Grievance Committee consisting of the Local Union President, Chief Steward, and the appropriate Union Steward, the head of the Administrative Unit, or his/her designee, the

immediate supervisor and an appropriate Human Resources Department representative within seven (7) working days from the time he/she receives the written grievance. This meeting may be held with or without the aggrieved employee present. The head of the Administrative Unit or his/her designee shall attempt to resolve the matter and respond in writing to the Union Business Representative within ten (10) working days of the meeting.

Step 4.

If the grievance remains unresolved after the response of the head of the Administrative Unit, or his/her designee, is given or is due, the Union shall have sixty (60) calendar days to notify the appropriate Human Resources Department in writing that it desires to proceed with the actual arbitration of the grievance. Within ten (10) calendar days thereafter the parties shall attempt to select an arbitrator by mutual agreement. If the parties fail to mutually agree upon the selection of an arbitrator within the said ten (10) calendar day period, the Union shall immediately request the Minnesota State Bureau of Mediation Services or the American Arbitration Association to provide a list of seven (7) names of neutral arbitrators within five (5) calendar days following the 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 Employer shall then strike one name, and the process will be repeated and the remaining person shall be the arbitrator. Expenses for the arbitrators services and the processing shall be borne by the losing party.

Section 3. Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provision of this Agreement. He/she shall consider and decide only the specific issue or issues submitted to him/her in writing by the parties to this Agreement, and shall have no authority to make a decision on any other matter not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of the law. The decision shall be based solely upon the arbitrator's interpretation and application of the expressed terms of this Agreement and to the facts of the grievance presented. The arbitrator shall issue the award within thirty (30) days.

Section 4. Time Limits. If a grievance is not presented within the time limits set forth above it shall be considered "waived." If a grievance is not appealed to the next step or steps within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union. The Union and the Employer agree to institute a regular schedule for grievance meetings on a day

mutually agreeable to the parties.

Section 5. Processing of Grievances. The Local Union President and/or Chief Steward, the Department Steward, and the aggrieved employee may attend grievance meetings during working hours without loss of pay whenever such activity is not detrimental to the operation of the department. At Step 3, the aggrieved employee and two of the three Union representatives shall be paid by the Employer if the meeting is during their working hours. Whenever such meetings are held outside normal working hours, the grievant shall receive his/her appropriate rates of pay, either at regular or overtime rates, according to their respective schedules.

Section 6. Union Stewards. The Union shall certify quarterly in writing to the appropriate Human Resources Department the name of any persons selected a stewards. The Employer will not recognize anyone as a steward if the name is not on the certified listing. The listing shall include a designation of which departments a steward shall represent. At least one (1) steward shall represent more than three (3) departments, except that when a steward is working the second or third shift, he/she may represent any other employees working on the second or third shift. The total number of stewards shall not exceed one (1) steward for each twenty (20) bargaining unit employees. The Employer may limit to one (1) the number of stewards or officers who may be gone from a work location on steward business at any one time.

In the event of a class action grievance involving two (2) or more employees from different work locations in the same department, or a grievance involving discrimination issues, the grievance shall be taken directly to Step 2 by the steward of the Union's choice, the Local Union President and the Chief Steward.

In the event of a class action grievance involving two (2) or more employees from different departments or any grievance relation to payroll, holiday, or filling vacancies, issues, the grievance shall be taken directly to Step 3 by the steward of the Union's choice, the Chief Steward, the Local Union President and the Business Representative. The initial thirty (30) day time limit shall apply to a class action grievance or discipline grievance started above Step 1. This shall not limit the Union's rights to ask for a class action remedy if an issue potentially affects more than one (1) employee but only one (1) employee is identified as a grievant. In such a instance the grievance may be instituted at Step 1 as specified in Section 2.

Section 7. Exclusive Procedure. The procedure described in this Article shall be the sole and exclusive means of resolving grievances submitted by employees in the bargaining unit.

ARTICLE 22

UNION RIGHTS

Section 1. Union Activities.

- A. Officers Activities. Elected officers whose names have been provided to the Employer on the quarterly list shall have reasonable time off with pay of up to four (4) hours per pay period to conduct union business, with advance notice to their supervisor.

The Local Union President, Vice President and Chief Steward may consult with the Employer or designated representative, concerning enforcement of any provisions of this Agreement, provided permission has been obtained from the employee's immediate supervisor.

- B. Stewards Activities. The Employer agrees that during working hours, on the Employer's premises, a designated Union Steward shall be allowed reasonable time off with pay, which does not unduly interfere with their normal duties to:

Post Union Notices and announcements;

Transmit communication authorized by the Local Union or its officers to the Employer;

Procure grievance related documents from the Employer.

- C. 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.

Section 2. Local Union Meeting. The Employer agrees that Union members may attend the regular monthly Local Union meeting during working hours, after notifying and receiving approval from the employee's immediate supervisor at least forty-eight (48) hours in advance. Employees may elect to use leave without pay, accumulated vacation time, or accumulated compensatory time to cover such attendance.

Section 3. Labor/Management Meetings. The Union and the Employer agree to hold, when the parties concur that it is desirable, but at least quarterly, at times mutually agreed to, on the Employer's premises and during normal working hours, a joint labor/management meeting. The Employer's representation at such meetings shall include representatives of the Human Resources Department and heads of the Administrative Units, or their designees, as deemed appropriate by the Employer. The Union's representation at such meetings shall include the Local Union President, the Chief Steward, the Union Business Representative, and up to three (3) additional Union Representatives which may be Union Stewards or employees, as deemed appropriate by the Union. Union representatives shall suffer no loss of pay due to attendance at such meetings. Both parties agree that the purpose of this meeting shall be to improve communications between the Employer and the Union and to solve problems by

mutual decisions reached in such labor/management meetings

ARTICLE 23 BULLETIN BOARDS

Section 1. Union Meeting Notice Posting. The Employer agrees to permit the posting of official Union meeting notices not to exceed 82 x 11 inches in size, on specifically designated department bulletin boards

Section 2. Exclusive Union Bulletin Boards. The Employer agrees to establish a glass enclosed, locked bulletin board, 3'x4' (three by four feet) in size, at Boynton Health Service, at the Dental School and at Community University Health Care Center to be used exclusively by the Union for posting Union information. The employer agrees to establish three, non-enclosed bulletin boards in the Dental School. The areas will be designated by mutual agreement between the Employer and the Union. The Union and the Employer shall be provided with a key to each Union Bulletin Board. Should the Employer believe that any material is inappropriate, the Employer shall remove the material and notify the President, Vice President, or Chief Steward and upon request of the Union, discuss the reasons for removal of the material.

ARTICLE 24 NO STRIKE OR LOCKOUT

Section 1. No Strikes. The Union agrees that it will not 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 Minnesota Statutes 179.64, 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 179.63, Subdivision 12). Any employee who knowingly violates the provisions of this section may be discharged or otherwise disciplined. Any employee so disciplined may elect to grieve the discipline under Article 21 (Settlement of Disputes) of this Agreement.

Section 2. No Lockouts. No lockout or refusal to allow employees to perform available work, shall be instituted by the Employer during the life of this Agreement.

ARTICLE 25 MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, nothing in the Agreement shall be deemed to limit the Employer in any way in the exercise of its functions of management including, but not limited to, the scheduling of work to determine the number of hours to be worked; the establishment of methods of operation; the promotion and demotion of employees; the establishment of plans for increased efficiency; the determination of the equipment to be utilized and type of service to be given; the right to hire, suspend, or discharge for proper cause; the right to select or employ supervisory employees, including foremen and their assistants; the right to transfer or relieve from duty because of lack of work; the right to assign and delegate work; the right to establish and enforce rules and regulations pertaining to conduct of employees relating to work performance and the determination of employee competency. This Article shall not be used to avoid any of the provisions in this Agreement.

ARTICLE 26 PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 1. Discrimination Prohibition The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to protected class status. For purposes of this Article "protected class status" means the employee's age, sex, marital status, affectional preference and/or sexual orientation, race, color, creed, or religion, national origin, political affiliation, Veterans' Status, or because of a physical or mental disability. Every employee shall have the right to a workplace free from discrimination based on his/her protected class status as defined by law.

The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 2. Union Discrimination Prohibition. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of 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.

Section 3. General Harassment Prohibition. The parties agree that all employees have

a right to a work place free from sexual harassment. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, and as further defined by law.

The Employer will make available to employees copies of the procedure to follow in cases of sexual harassment. At the request of the department head or the Union, additional training sessions may be held if deemed necessary by the Employer. The Union recognizes its responsibility to assist in maintaining a work place free of sexual harassment.

The parties further agree that all employees have a right to a workplace free from harassment based on the employee's protected class status. Such harassment is defined as unwelcome verbal or physical conduct which has the purpose or effect of unreasonably interfering with an individual's work performance or which creates an intimidating, offensive or hostile work environment based upon the employee's protected class status.

Section 4. Reprisal Prohibition. The Employer shall not intentionally engage in any reprisal against an employee because the employee:

- 1) has reported alleged discrimination or harassment to the Employer or any governmental agency charged with the investigation of such allegations,
- 2) has testified, assisted, or participated in an investigation of alleged discrimination or harassment by the Employer or any governmental agency charged with the responsibility for conducting such investigations, or
- 3) has testified, assisted, or participated in a proceeding or hearing relating to alleged harassment or discrimination conducted by the Employer or other appropriate entity. Reprisal includes, but is not limited to, any form of intimidation, retaliation, or harassment.

Section 5. Discrimination Complaint Procedure. Employees who feel they have encountered discrimination, harassment or reprisal as defined above have the right to discuss with or submit a complaint to the appropriate University of Minnesota Office. The Minnesota Human Rights Department, and the U.S. EEOC are also available resources for discrimination, harassment and reprisal complaints.

When a complaint is filed, the person notified of the complaint shall promptly commence an investigation, normally within five (5) working days.

If a complaint is filed, it shall be in writing and shall specifically detail the relevant fact and the nature of the discrimination, and shall identify the employee's protected class.

The person conducting the investigation shall respond in writing to the affected employee with a report which contains the results of the investigation and proposed resolution within thirty (30) calendar days of the initial contact by the employee. This report need not include any facts or information that would violate any employee's confidentiality. The parties recognize that in appropriate circumstances the investigation and the completion of the report may take longer than thirty (30) calendar days. In this event the investigation and report shall

be completed promptly. If an employee so requests, he/she may ask a union representative to attend a scheduled meeting related to the investigation. All parties to this procedure agree to handle information provided by employees in accordance with the requirements of State and Federal law regarding privacy and confidentiality.

The following contacts can provide information and complaint forms:

University Affirmative Action Office	612-624-9547
Minnesota Department of Human Rights	651-296-5663
U.S. EEOC	612-335-4040
Boynnton Health Service EEO Officer	612-625-0939
School of Dentistry EEO Officer	612-626-0627
Medical School	612-624-7957
Academic Health Center	612-624-7957
Disability Services	612-624-4037

ARTICLE 27

SALARIES

Section 1. Job Classifications. Every position shall be in a class for which the Human Resources Department has allocated a classification (position title) and class specification (job duties).

Section 2. Salary Range. The salary range for classifications covered by this Agreement shall be those contained in Appendix A. In the event that bargaining unit employees are assigned to newly created or newly added bargaining unit classes during the term of this Agreement, the salary range for such class shall be subject to mutual agreement between the Union and the Employer.

Section 3. Conversion. Employees shall convert to their current salary step, or as otherwise noted, on June 18, 2001 in the salary range identified in Appendix A.

Section 4. Progression. Employees at the first step shall be advanced to the second step at the completion of 1,040 hours of service at the first step. Employees shall be advanced from the second to the third step at the completion of 1,040 hours of service at the second step. Employees at or beyond the third step shall advance to the next higher step at the completion of 2,080 hours of service at that step, until the maximum rate of pay is attained.

Section 5. Salary in New Positions. An employee who is promoted to a new position which has a salary midpoint that is more than five cents higher than the salary midpoint of the current class shall be advanced to the next higher rate of pay or the minimum salary of the

new class, whichever is greater. However, if such an adjustment would not provide at least a 3% pay increase, the employee shall be advanced to the next higher step. An employee appointed to a class where the difference between the two (2) salary midpoints is five cents or less shall be moved to the same salary step held in the old class and shall transfer seniority credit for salary progression purposes to the new class. An employee appointed to a class having a salary midpoint which is more than five cents lower than the salary midpoint of the current class shall have his/her salary adjusted to a step within the pay range of the new position, but shall not have his/her pay reduced by more than 3% or top of the new range whichever is lower. An employee who demoted in lieu of layoff shall transfer seniority credit for salary progression purposes to the new class.

Section 6. General Salary Adjustment. Effective June 18, 2001 all salary steps shall be adjusted by 3% except for Dental Hygienists. Effective July 1, 2002 all salary steps shall be adjusted by 3%.

Section 7. Other Salary Adjustments.

- A. Effective, June 18, 2001 three steps shall be removed from the bottom and three steps added to the top to Dental Hygienists salary range. Dental Hygienists shall be assigned to the same relative step in the new salary range as defined in Appendix A. Employees at the top of the current salary range shall move to the top of the new range.

- B. The salary ranges for Dental Assistants and Dental Assistant Specialists shall be adjusted by removing one step from the bottom and adding three steps to the top of the salary ranges. Employees in these classifications shall receive a one step adjustment retroactive to June 18, 2001 in addition to the general wage adjustment. Hours at the current step shall be credited towards progression to the next step.

- C. Effective December 12, 2001 employees with an appointment of 75% or greater and who are in payroll status on that date shall be paid a \$300.00 lump sum payment.

Section 8. Shift Differential. Effective June 21, 1999 all employees working an assigned shift that begins on or before 6:00 a.m. or which ends on or after 7:00 p.m. shall receive a shift differential of sixty cents (\$0.60) per hour for all hours worked on that shift in addition to their regular rate of pay. Such differential shall be included in all payroll computations for hours worked but shall not apply during periods of paid leave. Employees working the regular day schedule who are required to work overtime or who are called back to work for special projects shall not be eligible for the shift differential. Employees working a continuous rotating shift

schedule shall receive the sixty cents (\$0.60) shift differential for all hours worked. If an employee, who ordinarily works a shift not qualifying for differential is assigned to work a shift qualifying for differential, the appropriate rate shall be paid.

Employees are considered to be working a continuous rotating shift schedule when they are assigned to work shifts that have starting times at least five (5) hours or more apart on a regular recurring basis, which is defined as three (3) qualifying shifts in the posted four (4) week schedule period.

Section 9. Career Bonus. Effective July 1, 1997 employees shall be paid an annual career bonus, payable in a lump sum, in a check, upon completion of the required service, in accordance with the following schedule:

Total University Service Annual Career Bonus

(Computed from last date of hire)

5 through 9 years (10,400-20,799 hours of continuous service)	\$225.00
10 through 14 years (20,800-31,199 hours of continuous service)	\$325.00
15 years through 19 years(31,200-41,599 hours of continuous service)	\$450.00
20 years and over (all hours after 41,600)	\$525.00

Section 10. Paycheck. Paychecks shall be furnished to each employee in an envelope by 12:30 p.m. on pay day. When the payroll department or supervisor makes an error which results in an employee receiving less than the pay actually due to the employee, the payroll department shall correct the error by providing the employee with a full paycheck upon request of the employee or the Union within two (2) business days. In cases of overpayment, lost or misplaced checks the Administrative Unit Office shall do all paperwork necessary and have it forwarded to the proper authority to correct the error situation within two (2) business days.

The Employer shall ensure that all employees receive and are required to have a time card, or other time collection device, and that all such employees shall receive similar pay stubs containing as up-to-date as possible information on accrual balances and the like, with their paychecks. Time cards, or other time collection devices, shall not be changed by the Employer without notification to the employee.

Section 11. Work Out of Classification. When an employee is required to assume the full responsibilities of a classification which has a salary midpoint that is more than five cents higher than the midpoint of the current class for at least four (4) consecutive hours, he/she shall be compensated at the rate for the higher paid classification for that period.

Section 12. Mileage Reimbursement. Any employee who uses his/her automobile as part of their job duties shall be reimbursed for miles driven for the Employer at the University established mileage reimbursement rate.

Section 13. Second Language Differential. Employees whose jobs require the knowledge of a second language will receive a thirty five (35) cent differential for all hours worked.

ARTICLE 28 INSURANCE

SECTION 1. UNIVERSITY OF MINNESOTA EMPLOYEE INSURANCE PLAN During the life of this Agreement, the Employer agrees to offer a Group Insurance Program that includes medical, dental, life, accidental death and dismemberment, and disability coverages. For the remainder of the 2001 insurance contract year, the Employer will provide the coverage and contributions in effect as of June 30, 2001.

For the 2002 insurance year the Employer will provide medical coverage under a new set of plans, separate from the State Employees Group Insurance Program. Dental, life, accidental death and dismemberment, and disability coverages will continue to be provided through the State Employees Group Insurance Program

Beginning with the 2003 insurance year, the Employer may withdraw all participation from the State Employees Group Insurance Program, and contract directly with carriers to provide these coverages for its employees.

All insurance eligible employees will be provided with a Summary Plan Description describing these coverages. Such Summary Plan Description shall be provided no less than biennially and prior to the beginning of the insurance year. New insurance eligible employees shall receive a Summary Plan Description 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, is not eligible for regular (non-disability) Medicare coverage, has five (5) or more years of allowable pension service and is entitled at the time of retirement to immediately receive an annuity under a State retirement program, may continue to participate in the medical and dental coverages offered through the Group Insurance Program.

A retired employee of the University who receives an annuity under a State retirement program may continue to participate in the medical and dental coverages offered through the Group Insurance Program. Retiree coverage must be coordinated with Medicare.

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 insurance 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 insurance or 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, neither spouse may be covered as a dependent by the other, unless one spouse is not eligible for a full Employer Contribution as defined in Section 3A.
2. Domestic Partner. For purposes of medical and dental coverages, and for purposes of optional coverages, to the extent possible under the State program for 2002, 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 who become handicapped after they are no longer eligible dependents under (1) and (2) above may not be considered eligible dependents unless they are continuing coverage as a dependent through the employee's prior Employer.

"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 and live with the employee.

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 nine (9) months or more in any twelve (12) consecutive months.
- 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 Termination/Severance or Layoff/Non-Renewal 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. If such employee ceases to receive Workers' Compensation payments for the injury or disability and is granted medical leave under Article 18, Leaves of Absence, s/he shall be eligible for an Employer Contribution during that leave.
- 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, then 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, 2001, will continue through the 2001 insurance contract year. The amount of the Employer Contribution will be determined as follows beginning on the first day of the 2002 insurance contract year. For purposes of this Article, the 2002 insurance contract year shall be the period beginning December 31, 2001 and ending December 29, 2002.

A. Contribution Formula - Health Coverage.

1. Employee Coverage The employee's cost for employee-only coverage will be zero dollars (\$0) for their Base Medical Plan. If the employee chooses a plan other than their Base Medical Plan, the employee's cost will be the standard employee premium established for that plan (i.e., the premium applicable where it has not been modified to be a zone's Base Medical Plan.) The Employer shall pay the premium over and above the employee's cost.
2. Dependent Coverage. The employee's cost for dependent coverage will be an amount equivalent to ten percent (10%) of the dependent premium for the employee's Base Medical Plan. If the employee chooses a plan other than their Base Medical Plan, the employee's cost will be the standard employee's dependent premium established for that plan (i.e. the premium applicable where it has not been modified to be a zone's Base Medical Plan). The Employer shall pay the premium 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, their 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 2002 insurance contract year is available from the Employee Benefits Department. During the 2002 insurance contract year, this list may be changed only if a zone's Base Medical Plan no longer operates in that zone.

4. Changes Outside of Open Enrollment. An employee may change their 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 experiences a change in medical plan choices.

B. Contribution Formula - Dental Coverage.

1. Employee Coverage. For employee dental coverage, the Employer contributes an amount equal to the lesser of one hundred percent (100%) of the employee premium of the State Dental Plan, (or for 2003, the University Dental Plan,) or the actual employee premium of the dental plan chosen by the employee.
2. Dependent Coverage. For dependent dental coverage, the Employer contributes an amount equal to the lesser of fifty percent (50%) of the dependent premium of the State Dental Plan, (or for 2003, the University Dental Plan), or the actual dependent premium of the dental plan chosen by the employee.

- C. Contribution Formula. - Basic Life Coverage. For employee basic life coverage and 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 dependent coverage (if applicable) within sixty (60) calendar days of the date of initial employment in an insurance eligible position. When medical and dental coverage are elected, the employee will automatically be enrolled in basic life coverage. Employees who become eligible for a full employer contribution must make their choice of employee medical and dental plans and dependent coverage within sixty (60) calendar days of becoming eligible or be enrolled in Base Medical Plan in the employee's zone.

An employee may change his/her medical or dental plan if the employee changes to a new permanent zone and 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 his/her 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, and 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, and a retired employee may add dependent health or dental coverage within thirty (30) days of the following event:

1. If an employee or retiree becomes married, the employee, or the retiree may add his/her spouse and any dependent children/grandchildren.
2. If the employee's spouse loses group medical or dental coverage, the employee may add his/her spouse and any dependent children/ grandchildren.
3. If the retiree's spouse involuntarily loses group medical or dental coverage, the retiree may add his/her spouse and any dependent children/grandchildren. (Spouse's loss of coverage due to his/her retirement would be considered voluntary.)

B. When Coverage May Be Canceled.

1. Dependent Coverage. An employee may cancel dependent medical or dependent 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; and
- a significant change of spousal insurance coverage

Dependent medical or dependent 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. Employee Coverage. A part-time employee may also cancel employee coverage.

3. 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 payroll period beginning on or after the twenty-eighth (28th) calendar day following the employee's first day of employment, re-employment, re-hire, or reinstatement with the University. An employee must be actively at work on the initial effective date of coverage, except that an employee who is on paid leave on the date University-paid life insurance benefits increase is also entitled to the increased life insurance coverage. In no event shall an employee's dependent 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.)

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 not 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. There shall be an open enrollment period for medical coverage in each year of this Agreement, and for dental coverage in the first year of this Agreement. If dental coverage is added to the UPlan for 2003, there will also be an open enrollment for dental in the second year of the contract. 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. 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 dependent coverage.
3. 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 is entitled to receive an annuity under a State retirement program 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 first pay period beginning after 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 medical plans 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, 2001 through December 31, 2001, coverage under the current State Employees Group Insurance Program plans will continue at the level in effect on June 30, 2001.

a) Effective for the 2002 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 2002 insurance contract year: (Benefit amounts reflect Base Plan amounts only. See Summary Plan Description 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 \$5 office visit copay. Copay is not applicable to preventive care.

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. Routine physical exams, routine gynecological exams, routine hearing exams, routine eye exams, immunizations.

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 \$5 copay per visit.

7. Prescription Drugs

- \$10 copayment per prescription or refill for up to a 34 day supply of formulary drugs. A copay is incurred for each type of insulin.
- \$20 copayment per prescription or refill for up to a 34 day supply of non-formulary drugs. A copay is incurred for each type of insulin.
- \$35 copayment per prescription or refill for up to a 34 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 \$400 per person (\$500 per person in 2003) or \$800 per family (\$1000 per family in 2003). 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 \$1500 per person (\$2,500 per person in 2003) or \$3000 per family (\$4000 per family in 2003). The prescription out of pocket maximum is separate.

Life time Maximum: as per plan.

13. Coordination with Workers' Compensation. When an employee has incurred an on-the-job injury or an on-the-job disability and has filed a claim for workers' compensation, medical costs connected with the injury or disability shall be paid by the employee's health plan, pursuant to M.S. 176.191, Subdivision 3.

B. Employee and Family Dental Coverage.

1. Coverage Options. For the 2002 insurance year, eligible employees may select coverage under any one of the dental plans offered by the Employer, including health maintenance organization plans, the State Dental Plan, or other dental plans.
2. Coverage Under the State Dental Plan. The State Dental Plan will provide the following coverage:
 - a. Copayments. Effective with the 2002 insurance contract year, the State Dental Plan will cover allowable charges for the following services subject to the copayments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from dental care providers not in the State Dental Plan network. Services provided through the State Dental Plan are subject to the State Dental Plan's managed care procedures and principles, including standards of dental necessity and appropriate practice. The plan shall cover general cleaning two (2) times per plan year and special cleanings (root or deep cleaning) as prescribed by the dentist.

<u>Services</u>	<u>In-Network</u>	<u>Out-of-Network</u>
Diagnostic/Preventive	100%	50%
Fillings	80%	50%
Endodontics	80%	50%

Periodontics	80%	50%
Oral Surgery	80%	50%
Crowns	80%	50%
Prosthetics	50%	None
Prosthetic Repairs	50%	None
Orthodontics*	80%	50%

*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 State Dental Plan services received from out of network providers. The deductible must be satisfied before coverage begins.
- c. Annual maximums. State Dental Plan coverage is subject to a one thousand dollar (\$1,000) 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 and accidental death and dismemberment coverage for all employees eligible for an Employer Contribution, as described in Section 3. 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.

<u>Employee's</u>	<u>Group Life</u>	<u>Accidental Death</u>
<u>Annual Base</u>	<u>Insurance</u>	<u>and Dismemberment</u>
<u>Salary</u>	<u>Coverage</u>	<u>Principal Sum</u>
\$10,000 - \$15,000	\$15,000	\$15,000

\$15,001 - \$20,000	\$20,000	\$20,000
\$20,001 - \$25,000	\$25,000	\$25,000
\$25,001 - \$30,000	\$30,000	\$30,000
\$30,001 - \$35,000	\$35,000	\$35,000
\$35,001 - \$40,000	\$40,000	\$40,000
\$40,001 - \$45,000	\$45,000	\$45,000
\$45,001 - \$50,000	\$50,000	\$50,000
\$50,001 - \$55,000	\$55,000	\$55,000
\$55,001 - \$60,000	\$60,000	\$60,000
\$60,001 - \$65,000	\$65,000	\$65,000
\$65,001 - \$70,000	\$70,000	\$70,000
Over \$70,000	\$75,000	\$75,000

2. Extended Benefits. An employee who becomes totally disabled before age 70 shall be eligible for the extended benefit provisions of the life insurance policy until age 70. 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, shall be entitled to a five hundred dollar (\$500) death benefit payable to a beneficiary designated by the employee, if at the time of death the employee is entitled to an annuity under a State retirement program. A five hundred dollar (\$500) cash death benefit shall also be payable to the designated beneficiary of an employee who becomes totally and permanently disabled on or after July 1, 1985, and who at the time of death is receiving a State disability benefit and is eligible for a deferred annuity under a State retirement program.

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. 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.
4. 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.
5. Waiver of Premium. In the event an employee becomes totally disabled before age seventy (70), there shall be a waiver of premium until age seventy (70) for all life insurance coverage that the employee had at the time of disability.
6. Paid Up Life Policy. At age sixty-five (65) or the date of retirement, an employee who has carried optional employee life insurance for the five (5) consecutive years immediately preceding the date of the employee's retirement or age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to fifteen (15) percent of the smallest amount of optional employee life insurance in force during that five (5) year period. The employee's post-retirement death benefit shall be effective as of the date of the employee's retirement or the employee age sixty-five (65), whichever is later. Employees who retire prior to age sixty-five (65) must be immediately eligible to receive a state retirement annuity and must continue their optional employee life insurance to age sixty-five (65) in order to remain eligible for the employee post-retirement death benefit.

An employee who has carried optional spouse life insurance for the five (5) consecutive years immediately preceding the date of the employee's retirement or the date the spouse attains age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to fifteen (15) percent of the smallest amount of optional spouse life insurance in force during that five (5) year period. The spouse post-retirement death benefit shall be effective as of the date of the employee's retirement or the date the spouse attains age sixty-five (65), whichever is later. The employee must continue the full amount of optional spouse life insurance to the date of the employee's

retirement or the date the spouse attains age sixty-five (65), whichever is later, in order to remain eligible for the spouse post-retirement death benefit.

Each policy remains separate and distinct, and amounts may not be combined for the purpose of increasing the amount of a single policy.

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 two hundred dollars (\$200) 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. Accidental Death and Dismemberment Coverage. An employee may purchase accidental death and dismemberment coverage that provides principal sum benefits in amounts ranging from five thousand dollars (\$5,000) to one hundred thousand dollars (\$100,000). Payment is made only for accidental bodily injury or death and may vary, depending upon the extent of dismemberment. An employee may also purchase from five thousand dollars (\$5,000) to twenty-five thousand dollars (\$25,000) in coverage for

his/her spouse, but not in excess of the amount carried by the employee.

- D. 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, the employee shall be permitted to pick up all optionals 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 29 WORK RULES

Section 1. Development and Application. 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 a work location, department, or Administrative Unit wide basis and shall be applied uniformly to all bargaining unit employees affected within those organizational units.

Section 2. Communication of Rules. Whenever new or amended rules are established by the Employer, such rules shall be posted on appropriate bulletin boards as far in advance of their effective date as practicable. Within thirty (30) days of the effective date of the Agreement, the Employer shall verify that current copies of the work rules are posted on each employee bulletin board and inform the Local Union President that the rules are properly posted on all boards. Copies of existing, new or amended rules covering bargaining unit employees shall be furnished to the Union. All new employees shall be provided copies of work rules during their departmental orientation.

ARTICLE 30 SAVINGS CLAUSE

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 by any court of competent jurisdiction, such decision of the court 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. Upon the issuance of such a decision, the parties agree immediately to negotiate regarding the invalidated Article, Section, or portion thereof. Should the implementation of any provision or portion of this Agreement be delayed or withheld because of an applicable state or federal law, Executive Order or Regulation dealing with wage and price controls, then only such specific provisions or portion shall be affected and the remainder of this Agreement shall continue in full force and effect for the term of this Agreement. 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 life of this Agreement or any extension thereof.

ARTICLE 31 CHILD CARE

The Employer shall continue to provide tax sheltered dependent care accounts for employees payroll deduction use. The Employer agrees to meet and confer with the Union on child care upon the Union's request.

**ARTICLE 32
DURATION**

This Agreement shall be effective as of the 28th day of November, 2001 except as otherwise provided in the Agreement, and shall remain in full force and effect until the 30th day of June, 2003.

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 the 28th day of November, 2001.

FOR THE UNION

FOR THE EMPLOYER

APPENDIX A
Rates of Pay
Health Care Unit 4 – Represented by AFSCME

5001 Admissions Interviewer		
H1/06		
STEP	06/18/01 – 6/30/02	07/01/02
1	12.49	12.86
2	12.80	13.18
3	13.07	13.46
4	13.48	13.88
5	13.77	14.18
6	14.09	14.51
7	14.46	14.89
8	14.82	15.26
9	15.14	15.59
10	15.46	15.92

5003 Medical Records Technician		
H1/15		
STEP	06/18/01 - 06/30/02	07/01/02
1	13.45	13.85
2	13.79	14.20
3	14.14	14.56
4	14.48	14.91
5	14.82	15.26
6	15.17	15.63
7	15.56	16.03
8	15.93	16.41
9	16.27	16.76
10	16.43	16.92
11	16.77	17.27

5028 Licensed Practical Nurse		
H1/16		
STEP	06/18/01 - 06/30/02	07/01/02
1	13.94	14.36
2	14.28	14.71
3	14.69	15.13
4	15.04	15.49
5	15.40	15.86
6	15.85	16.33
7	16.24	16.73
8	16.67	17.17
9	17.04	17.55
10	17.38	17.90

5031 Nursing Station Assistant		
H1/11		
STEP	06/18/01 - 06/30/02	07/01/02
1	12.72	13.10
2	13.02	13.41
3	13.31	13.71
4	13.48	13.88
5	13.89	14.21
6	14.07	14.49
7	14.36	14.79
8	14.69	15.13
9	14.95	15.40
10	15.25	15.71

5032 Health Service Licensed Practical Nurse		
H1/14		
STEP	06/18/01 – 06/30/02	07/01/02
1	13.21	13.61
2	13.52	13.93
3	13.88	14.30
4	14.21	14.64
5	14.57	15.01
6	14.86	15.31
7	15.19	15.65
8	15.56	16.03
9	15.95	16.43
10	16.27	16.76

5033 Nursing Assistant		
H1/04		
STEP	06/18/01 – 06/30/02	07/01/02
1	12.00	12.36
2	12.27	12.64
3	12.46	12.83
4	12.69	13.07
5	12.94	13.33
6	13.24	13.64
7	13.50	13.91
8	13.78	14.19
9	14.09	14.51
10	14.37	14.80

5035 Senior Nursing Assistant		
H1/09		
STEP	06/18/01 - 06/30/02	07/01/02
1	12.66	13.04
2	12.97	13.36
3	13.23	13.63
4	13.50	13.91
5	13.79	14.20
6	14.08	14.50
7	14.41	14.84
8	14.67	15.11
9	15.01	15.46
10	15.30	15.76

5036 Nursing Station Technician		
H1/11		
STEP	06/18/01 - 06/30/02	07/01/02
1	12.72	13.10
2	13.02	13.41
3	13.31	13.71
4	13.48	13.88
5	13.80	14.21
6	14.07	14.49
7	14.36	14.79
8	14.69	15.13
9	14.95	15.40
10	15.25	15.71

5038 Dental Assistant Specialist		
H1/16D		
STEP	06/18/01 - 06/30/02	07/01/02
1	15.00	15.45
2	15.29	15.75
3	15.65	16.12
4	15.95	16.43
5	16.25	16.74
6	16.58	17.08
7	16.84	17.35
8	17.08	17.59
9	17.35	17.87
10	17.70	18.23
11	18.05	18.59
12	18.41	18.96

5039 Dental Assistant		
H1/16B		
STEP	06/18/01 - 06/30/02	07/01/02
1	14.77	15.21
2	15.05	15.50
3	15.36	15.82
4	15.70	16.17
5	16.00	16.48
6	16.32	16.81
7	16.56	17.06
8	16.82	17.32
9	17.06	17.57
10	17.40	17.92
11	17.75	18.28
12	18.10	18.64

5045 Outpatient Clinic Assistant

H1/01A

STEP	06/18/01 - 12/30/01	12/31/01 - 06/30/02	07/01/02
1	11.71	12.00	12.36
2	11.95	12.18	12.55
3	12.18	12.49	12.86
4	12.49	12.75	13.13
5	12.75	13.15	13.54
6	13.15	13.43	13.83
7	13.43	13.75	14.16
8	13.75	14.11	14.53
9	14.11	14.46	14.89
10	14.46	15.08	15.21
11	15.08		15.53

5060 BHS Central Service Technician

H1/01

STEP	06/18/01 - 12/30/01	12/31/01 - 06/30/02	07/01/02
1	11.86	12.00	12.36
2	12.15	12.15	12.51
3	12.48	12.48	12.85
4	12.81	12.81	13.19
5	13.12	13.12	13.51
6	13.48	13.48	13.88
7	13.81	13.81	14.22
8	14.19	14.19	14.62
9	14.55	14.55	14.99
10	14.86	14.86	15.31

5064 Senior Hospital Central Services Technician

H1/02

STEP	06/18/01 – 12/30/01	12/31/01 – 06/30/02	07/01/02
1	11.91	12.00	12.36
2	12.18	12.18	12.55
3	12.46	12.46	12.83
4	12.76	12.76	13.14
5	13.03	13.03	13.42
6	13.31	13.31	13.71
7	13.54	13.54	13.95
8	13.87	13.87	14.29
9	14.14	14.14	14.56
10	14.45	14.45	14.88

5065 Dental Ceramic Technician

H1/17

STEP	06/18/01 - 06/30/02	07/01/02
1	14.98	15.43
2	15.39	15.85
3	15.99	16.47
4	16.59	17.09
5	17.21	17.73
6	17.88	18.42
7	18.47	19.02
8	19.09	19.66
9	19.69	20.28
10	20.09	20.69

5066 Dental Hygienist		
H1/18		
STEP	06/18/01 – 06/30/02	07/01/02
1	23.51	24.22
2	24.19	24.92
3	24.71	25.45
4	25.32	26.08
5	25.95	26.73
6	26.59	27.39
7	27.26	28.08
8	27.94	28.78
9	28.64	29.50
10	29.36	30.24

5067 Dental Prosthetic Technician		
H1/17		
STEP	06/18/01 - 06/30/02	07/01/02
1	14.98	15.43
2	15.39	15.85
3	15.99	16.47
4	16.59	17.09
5	17.21	17.73
6	17.88	18.42
7	18.47	19.02
8	19.09	19.66
9	19.69	20.28
10	20.09	20.69

5070 Specimen Receiving Technician		
H1/13		
STEP	06/18/01 – 06/30/02	07/01/02
1	12.94	13.33
2	13.25	13.65
3	13.59	14.00
4	13.94	14.36
5	14.30	14.73
6	14.69	15.13
7	15.07	15.52
8	15.46	15.92
9	15.88	16.36
10	16.20	16.69

5075 Certified Medical Assistant		
H1/05A		
STEP	06/18/01 - 06/30/02	07/01/02
1	12.38	12.75
2	12.64	13.02
3	12.90	13.29
4	13.19	13.59
5	13.54	13.95
6	13.84	14.26
7	14.21	14.64
8	14.50	14.94
9	14.82	15.26
10	15.18	15.64
11	15.56	16.03
12	15.88	16.36

5077 Medical Laboratory Technician		
H1/07		
STEP	06/18/01 – 06/30/02	07/01/02
1	12.58	12.96
2	12.90	13.29
3	13.28	13.68
4	13.64	14.05
5	13.95	14.37
6	14.29	14.72
7	14.69	15.13
8	15.08	15.53
9	15.48	15.94
10	15.79	16.26
11	16.12	16.60
12	16.40	16.89
13	16.72	17.22

5091 Pharmacy Technician			
H1/03			
STEP	06/18/01 - 12/30/01	12/31/01 - 06/30/02	07/01/02
1	11.93	12.00	12.36
2	12.22	12.22	12.59
3	12.50	12.50	12.88
4	12.77	12.77	13.15
5	13.06	13.06	13.45
6	13.36	13.36	13.76
7	13.67	13.67	14.08
8	13.94	13.94	14.36
9	14.23	14.23	14.66
10	14.44	14.44	14.87
11	14.72	14.72	15.16

APPENDIX B

ADMINISTRATIVE UNIT ACADEMIC HEALTH CENTER

Department

Clinical Research Center
Community-University Health Care Center

Work Location

CUHCC -Lab
CUHCC - Dental
CUHCC - Administrative Support
CUHCC - Medical
CUHCC - Mental Health

ADMINISTRATIVE UNIT BOYNTON HEALTH SERVICE

Department

Boynton Health Service

Work Location

Central Supply/Receiving
Registration/Referrals/Information
Dental Clinic
Nursing
Eye Clinic
Laboratory

ADMINISTRATIVE UNIT DENTAL SCHOOL

Department

Clinical Systems

Work Location

Reception 6, 7, 8 & 9
Production Labs
Comprehensive Dental Clinic
Faculty Practice Clinic

Patient Accounting

Admission Interviewers

Preventive Sciences

Family Dentistry Clinic
Hospital Dental Clinic
Pediatric Dentistry

Periodontal Surgery Clinic
Oral Health Clinical Research
Center

Diagnostic Surgical Sciences

Oral & Maxillofacial Surgery
Orthodontics
TMJ

Restorative Sciences

Prosthodontics

**ADMINISTRATIVE UNIT
MEDICAL SCHOOL**

Department

Pediatrics
Surgery
Medicine

Work Location

**ADMINISTRATIVE UNIT
SCHOOL OF PUBLIC HEALTH**

Department

Biostatistics Division
Environmental and Occupational Health Division

Work Location

**ADMINISTRATIVE UNIT
COLLEGE OF VETERINARY MEDICINE**

Department

University Veterinary Teaching Hospital

Work Location

University Veterinary Teaching
Hospital

**ADMINISTRATIVE UNIT
UNIVERSITY OF MINNESOTA, DULUTH**

Department

UMD Allied Clinical Health

Work Location

UMD Dental Hygiene Program

APPENDIX C
MEMORANDUM OF UNDERSTANDING
PERSONAL SECURITY AND PARKING

ESCORT SERVICES (CAR TO BUILDING/BUILDING TO CAR)

University Police provide a walking escort service, which is staffed mostly by student employees. They will meet you at your car and walk you to the door of your work area. Leaving work, the reverse service is available. Call 624-WALK 24 hours/day. Be sure to confirm what door you meet at.

ESCORT SERVICES (WITHIN BUILDINGS)

University Police 624-WALK service can be used to obtain an escort from one location to another within the Health Sciences complex.

University Police 624-WALK will provide a "welfare check" service which will stop at an employee's location periodically on a scheduled basis, as often as every half hour.

This Appendix represents the escort services provided for employees in the bargaining unit as of the date on which this Agreement is ratified. In the event that the Employer changes these services, it will provide the union with information which is accurate at the time.

The Employer shall provide the Union with information regarding its current parking rates and practices.

APPENDIX D
MEMORANDUM OF UNDERSTANDING

TASK FORCE ON OFFICE ERGONOMICS

1. During the course of the Agreement, the University and the Union agree to continue the task force for the purpose of assessing and evaluating office ergonomic considerations and possible health hazards associated with office ergonomics.
2. Task force membership shall be comprised of one (1) technical unit, three (3) clerical unit, one (1) non-professional 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.

APPENDIX E
MEMORANDUM OF UNDERSTANDING

LAYOFF/NON-RENEWAL PROGRAM: VOLUNTARY TERMINATION/SEVERANCE

Eligibility:

Employees are eligible if they have received a notice of layoff, and hold at least a 75% time continuing appointment, and have not participated in any prior termination/severance program. 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. If an employee has been demoted or had an appointment reduction within the year immediately preceding layoff, the employees pay out shall be computed based in the employee's average hourly rate for the past 3 years. This payment will be subject to payroll taxes.

(2) Employees' medical and/or dental coverage may be continued for up to 18 months following termination of employment (but not after the last day of the month in which the employee becomes eligible for Medicare or other group medical plan that has no limitations or exclusions with respect to any preexisting conditions of the employee or his/her dependents) according to the following schedule:

<u>Full Years Of Continuous Service</u>	<u>University contribution</u>
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 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 choose to exercise the above option until effective date of layoff.

FOR THE UNION

FOR THE EMPLOYER

APPENDIX F
MEMORANDUM OF UNDERSTANDING

DISCUSSION AGENDA FOR SUPERVISOR-UNIONIST ORIENTATION

The supervisor, steward or officer, Human Resources Representative and Union Representative, shall meet and review the contract provisions on Article 8, Union Leave; Article 20, Section 6, Union Representation; Article 21, Sections 5 and 6 and Article 22, Section 1. Application of these provisions to the unionist'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 under Article 8, or paid time away from work under Article 22. In that person's absence, who should be contacted.
3. What form should above notification take, such as, request in time book, oral notice, 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 Unionist shall give notice immediately when grievance meetings or discipline meetings are scheduled.
2. The unionist will make known to Human Resources the preferred meeting times for his/her work area, and the meeting times to be avoided, if possible.
3. The unionist 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 meetings may be on relatively short notice and will attempt to accommodate time off.
5. The Employer recognizes the unionist is not in sole control of grievance meeting scheduling and will accommodate time off in unavoidable conflicts.
6. The Employer recognizes employees may contact unionists by phone and agrees to accommodate reasonable phone contact for the unionist.
7. 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.

After the meeting, it is desirable to reduce to writing the specific understandings reached. The parties understand this does not abrogate either parties' right under the Collective Bargaining Agreement.

FOR THE UNION

FOR THE EMPLOYER

APPENDIX G
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 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 exhaust 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 no 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 the 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 Leave. 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);

- C. Have passed their initial probationary period;
- D. Suffer from a serious medical hardship, catastrophic illness or injury to either them 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 in #4 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 program will be a pilot project for one year.

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 the eligibility to participate and distribution of donated leave time rests with Human Resources and shall not be subject to the grievance procedure.

The Employer agrees to meet with two representatives from the Union to discuss questions which arise during the trial period of these programs. After ten months of operation of the pilot, the Employer and the Union will review the progress of the program, consider continuation and possible changes.

The employer and the Local Union may mutually agree to increase the amount of vacation that may be donated by an employee on a case by case basis.

**APPENDIX H
MEMORANDUM OF UNDERSTANDING**

FAMILY MEDICAL LEAVE ACT

Please refer to the following Web site for the applicable Family Medical Leave Act (FMLA) information, or contact your supervisor or Human Resources Consultant for a hard copy of the FMLA policies:

www1.umn.edu/ohr/ohrpolicy/Leaves/FMLA/index.htm

FOR THE UNION

FOR THE EMPLOYER
