179A.06 Rights and obligations of employees.

Subdivision 1. Expression of views. Sections 179A.01 to 179A.25 do not affect the right of any public employee or the employee's representative to express or communicate a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as this is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative. Sections 179A.01 to 179A.25 do not require any public employee to perform labor or services against the employee's will.

If no exclusive representative has been certified, any public employee individually, or group of employees through their representative, has the right to express or communicate a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, by meeting with their public employer or the employer's representative, so long as this is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment.

Subd. 2. Right to organize. Public employees have the right to form and join labor or employee organizations, and have the right not to form and join such organizations. Public employees in an appropriate unit have the right by secret ballot to designate an exclusive representative to negotiate grievance procedures and the terms and conditions of employment with their employer. Confidential employees of the state, confidential court employees, and confidential University of Minnesota employees are excluded from bargaining. Supervisory and managerial court employees are excluded from bargaining. Other confidential employees, supervisory employees, principals, and assistant principals may form their own organizations. An employer shall extend exclusive recognition to a representative of or an organization of supervisory or confidential employees, or principals and assistant principals, for the purpose of negotiating terms or conditions of employment, in accordance with sections 179A.01 to 179A.25, applicable to essential employees.

Supervisory or confidential employee organizations shall not participate in any capacity in any negotiations which involve units of employees other than supervisory or confidential employees. Except for organizations which represent supervisors who are: (1) firefighters, emergency medical service employees certified under section 144E.28, 911 system public safety dispatchers, peace officers subject to licensure under sections 626.84 to 626.863, guards at correctional facilities, or employees at hospitals other than state hospitals; and (2) not state or University of Minnesota employees, a supervisory or confidential employee organization...
which is affiliated with another employee organization which is the exclusive representative of nonsupervisory or nonconfidential employees of the same public employer shall not be certified, or act as, an exclusive representative for the supervisory or confidential employees. For the purpose of this subdivision, affiliation means either direct or indirect and includes affiliation through a federation or joint body of employee organizations.

Subd. 3. **Fair share fee.** An exclusive representative may require employees who are not members of the exclusive representative to contribute a fair share fee for services rendered by the exclusive representative. The fair share fee must be equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative. In no event may the fair share fee exceed 85 percent of the regular membership dues. The exclusive representative shall provide advance written notice of the amount of the fair share fee to the employer and to unit employees who will be assessed the fee. The employer shall provide the exclusive representative with a list of all unit employees.

A challenge by an employee or by a person aggrieved by the fee must be filed in writing with the commissioner, the public employer, and the exclusive representative within 30 days after receipt of the written notice. All challenges must specify those portions of the fee challenged and the reasons for the challenge. The burden of proof relating to the amount of the fair share fee is on the exclusive representative. The commissioner shall hear and decide all issues in these challenges.

The employer shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative 30 days after the written notice was provided. If a challenge is filed, the deductions for a fair share fee must be held in escrow by the employer pending a decision by the commissioner.

Subd. 4. **Meet and confer.** Professional employees have the right to meet and confer under section 179A.08 with public employers regarding policies and matters other than terms and conditions of employment.

Subd. 5. **Meet and negotiate.** Public employees, through their certified exclusive representative, have the right and obligation to meet and negotiate in good faith with their employer regarding grievance procedures and the terms and conditions of employment, but this obligation does not compel the exclusive representative to agree to a proposal or require the making of a concession.

Subd. 6. **Dues check off.** Public employees have the right to request and be allowed dues check off for the exclusive representative. In the absence of an exclusive representative, public employees have the right to request and be allowed dues check off for the organization of their choice.

HIST: 1984 c 462 s 7; 1987 c 186 s 15; 1989 c 255 s 4; 1997 c
179A.11 University of Minnesota.

Subdivision 1. Units. The following are the appropriate units of University of Minnesota employees. All units shall exclude managerial and confidential employees. Supervisory employees shall only be assigned to unit 13. No additional units of University of Minnesota employees shall be recognized for the purpose of meeting and negotiating.

1. The Law Enforcement Unit consists of the positions of all employees with the power of arrest.

2. The Craft and Trades Unit consists of the positions of all employees whose work requires specialized manual skills and knowledge acquired through formal training or apprenticeship or equivalent on-the-job training or experience.

3. The Service, Maintenance, and Labor Unit consists of the positions of all employees whose work is typically that of maintenance, service, or labor and which does not require extensive previous training or experience, except as provided in unit 4.

4. The Health Care Nonprofessional and Service Unit consists of the positions of all nonprofessional employees of the University of Minnesota hospitals, dental school, and health service whose work is unique to those settings, excluding labor and maintenance employees as defined in unit 3.

5. The Nursing Professional Unit consists of all positions which are required to be filled by registered nurses.

6. The Clerical and Office Unit consists of the positions of all employees whose work is typically clerical or secretarial, including nontechnical data recording and retrieval and general office work, except as provided in unit 4.

7. The Technical Unit consists of the positions of all employees whose work is not typically manual and which requires specialized knowledge or skills acquired through two-year academic programs or equivalent experience or on-the-job training, except as provided in unit 4.

8. The Twin Cities Instructional Unit consists of the positions of all instructional employees with the rank of professor, associate professor, assistant professor, including research associate or instructor, including research fellow, located on the Twin Cities campuses.

9. The Outstate Instructional Unit consists of the positions of all instructional employees with the rank of professor, associate professor, assistant professor, including research associate or instructor, including research fellow, located at the Duluth campus, provided that the positions of
instructional employees of the same ranks at the Morris, Crookston, or Waseca campuses shall be included within this unit if a majority of the eligible employees voting at a campus so vote during an election conducted by the commissioner, provided that the election shall not be held until the Duluth campus has voted in favor of representation. The election shall be held when an employee organization or group of employees petitions the commissioner stating that a majority of the eligible employees at one of these campuses wishes to join the unit and this petition is supported by a showing of at least 30 percent support from eligible employees at that campus and is filed between September 1 and November 1.

Should both units 8 and 9 elect exclusive bargaining representatives, those representatives may by mutual agreement jointly negotiate a contract with the regents, or may negotiate separate contracts with the regents. If the exclusive bargaining representatives jointly negotiate a contract with the regents, the contract shall be ratified by each unit.

(10) The Graduate Assistant Unit consists of the positions of all graduate assistants who are enrolled in the graduate school and who hold the rank of research assistant, teaching assistant, teaching associate I or II, project assistant, or administrative fellow I or II.

(11) The Academic Professional and Administrative Staff Unit consists of all academic professional and administrative staff positions that are not defined as included in an instructional unit, the supervisory unit, the clerical unit, or the technical unit.

(12) The Noninstructional Professional Unit consists of the positions of all employees meeting the requirements of section 179A.03, subdivision 13, clause (a) or (b), which are not defined as included within an instructional unit, the Academic Professional and Administrative Staff Unit, or the supervisory unit.

(13) The Supervisory Employees Unit consists of the positions of all supervisory employees.

Subd. 2. University of Minnesota employee severance.
Each of the following groups of University of Minnesota employees has the right, as specified in this subdivision, to separate from the instructional and supervisory units: (1) health sciences instructional employees at all campuses with the rank of professor, associate professor, assistant professor, including research associate, or instructor, including research fellow, (2) instructional employees of the law school with the rank of professor, associate professor, assistant professor, including research associate, or instructor, including research fellow, (3) instructional supervisors, (4) noninstructional professional supervisors, and (5) academic professional and administrative staff supervisors. This right may be exercised by petition between September 1 and November 1. If a group separates from its unit, it has no right to meet and negotiate, but retains the right to meet and confer with the appropriate officials on any matter of concern to the group. The right to separate must be exercised as follows: An employee organization
or group of employees claiming that a majority of any one of
these groups of employees on a statewide basis wish to separate
from their unit may petition the commissioner for an election
during the petitioning period. If the petition is supported by
a showing of at least 30 percent support from the employees, the
commissioner shall hold an election on the separation issue.
This election must be conducted within 30 days of the close of
the petition period. If a majority of votes cast endorse
severance from their unit, the commissioner shall certify that
result. Where not inconsistent with other provisions of this
section, the election is governed by section 179A.12. If a
group of employees severs, it may rejoin that unit by following
the procedures for severance during the periods for severance.

HIST: 1984 c 462 s 12; 1987 c 186 s 15; 1991 c 77 s 1,2; 1997
c 156 s 5

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179A.18 Strikes authorized.

Subdivision 1. When authorized. Essential employees may not strike. Except as otherwise provided by subdivision 2 and section 179A.17, subdivision 2, other public employees may strike only under the following circumstances:

(1) (a) the collective bargaining agreement between their exclusive representative and their employer has expired or, if there is no agreement, impasse under section 179A.17, subdivision 2, has occurred; and

(b) the exclusive representative and the employer have participated in mediation over a period of at least 45 days, provided that the mediation period established by section 179A.17, subdivision 2, governs negotiations under that section, and provided that for the purposes of this subclause the mediation period commences on the day following receipt by the commissioner of a request for mediation; or

(2) the employer violates section 179A.13, subdivision 2, clause (9); or

(3) in the case of state employees,

(a) the Legislative Coordinating Commission has rejected a negotiated agreement or arbitration decision during a legislative interim; or

(b) the entire legislature rejects or fails to ratify a negotiated agreement or arbitration decision, which has been approved during a legislative interim by the Legislative Coordinating Commission, at a special legislative session called to consider it, or at its next regular legislative session, whichever occurs first.

Subd. 2. School district requirements. Except as otherwise provided by section 179A.17, subdivision 1, teachers employed by a local school district, other than principals and assistant principals, may strike only under the following circumstances:

(1) (a) the collective bargaining agreement between their exclusive representative and their employer has expired or, if there is no agreement, impasse under section 179A.17, subdivision 1, has occurred; and

(b) the exclusive representative and the employer have participated in mediation over a period of at least 30 days. For the purposes of this subclause the mediation period commences on the day that a mediator designated by the commissioner first attends a conference with the parties to negotiate the issues not agreed upon; and
(c) neither party has requested interest arbitration or a request for binding interest arbitration has been rejected; or

(2) the employer violates section 179A.13, subdivision 2, clause (9).

Subd. 3. Notice. In addition to the other requirements of this section, no employee may strike unless written notification of intent to strike is served on the employer and the commissioner by the exclusive representative at least ten days prior to the commencement of the strike. For all employees other than teachers, if more than 30 days have expired after service of a notification of intent to strike, no strike may commence until ten days after service of a new written notification. For teachers, no strike may commence more than 25 days after service of notification of intent to strike unless, before the end of the 25-day period, the exclusive representative and the employer agree that the period during which a strike may commence shall be extended for an additional period not to exceed five days. Teachers are limited to one notice of intent to strike for each contract negotiation period, provided, however, that a strike notice may be renewed for an additional ten days, the first five of which shall be a notice period during which no strike may occur, if the following conditions have been satisfied:

(1) an original notice was provided pursuant to this section; and

(2) a tentative agreement to resolve the dispute was reached during the original strike notice period; and

(3) such tentative agreement was rejected by either party during or after the original strike notice period.

The first day of the renewed strike notice period shall commence on the day following the expiration of the previous strike notice period or the day following the rejection of the tentative agreement, whichever is later. Notification of intent to strike under subdivisions 1, clause (1); and 2, clause (1), may not be served until the collective bargaining agreement has expired, or if there is no agreement, on or after the date impasse under section 179A.17 has occurred.

HIST: 1984 c 462 s 19; 1985 c 157 s 7,8; 1987 c 186 s 15; 1992 c 582 s 20; 1994 c 560 art 2 s 19; 2000 c 501 s 5

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AFSCME 3800 Negotiation News (Weblog)

Saturday, August 16, 2003

AFSCME 3800 Negotiations 08-07-03

Union's response to management proposals.

11:20 am Management came in the room. Joe Kelly gave us some of the data requests we had asked for on the sick leave balances. Still trying to get information on people who requested the not to convert sick time to vacation. Will have to get the data on those who have not been passed on a subsequent probation by the next time we meet.

Gladys McKenzie: I will start by making a comment on the vacation issues. While we appreciate every move that you have made we want to reiterate that we are not here to negotiate a concessionary contract. This vacation issue in particular has a heavy impact on long-term employees. We need to get something for long-term employees

We have a counter proposal for you.

If you will rescind the Overtime letter and are willing to restore the MOU on the conduct of Union business we will drop 1-2 (3rd step hearing at Vice President Level), 1-13 & 1-14 (Stress related injury language and, Our proposals on Union Rights 1-20 1-21, 1-22, 1-23.

We have an additional package:

We will drop hiring priority, proposals 3-6,3-7, 3-8, the rule of 75, and agree to return remaining Alternatives to Layoff Language to an MOU if you are willing to agree our proposal for no subsequent probation as modified, same salary on a rehire or recall from the layoff list and our RIO proposal.

Management's response to the Unions proposals:

First I want to respond on the vacation proposal. We still want to keep the vacation maximum to 26 days. We heard what you said about not wanting to cut long-term employees. What we would is to grandfather in current employees at the rate they are currently at. They would not move up any further than they are now and in the future no one would get up over 26 days.

Your first package is difficult for us. What you are asking us to do is reinstate the paid leave this is difficult.

Agree to rescind letter on Overtime and could agree to re-issue MOU on Union business for this contract if the Union drops 1-2, 1-13,1-14 and 1-20-23, 4-10 & 4-11 (Changing from 2-6 week paid leave on birth or adoption) and 5-6 longevity pay.

2nd package we cannot agree to it because we cannot agree to getting rid of subsequent probation periods. I would like to talk about Rule of 75. There are 18 people who have used it, 2 are in Medicare supplement. In contrast 410 members are eligible for RIO and it is in control of the individual. We would agree to RIO and continue MOU on alternatives to layoff would only offer RIO as an MOU with a window period and not as part of the contract.

Union Proposal to Management:

We have a response

On the vacation we are simply opposed to creating a system that makes a divide between people who are coming up after people who are there now. We want a situation where benefits are there for today and the futures we continue to be opposed to concessions
We have a counter proposal.

We agree to Drop 1-2, 1-13, 1-4, 1-20-23 adds 3-27 agrees to drop 4-10 & 4-11. We can't agree to longevity pay as part of that mix. It is important for long term employees who are at their maximum.

In turn you would agree to Reinstatement of MOU on Union business and agree to rescind the Overtime letter.

Our second counter is to the package that includes Rule of 75 and RIO.

We have an issue in that our members voted on the issue of RIO and Rule of 75 and in that vote, rejected RIO for Rule of 75. We are not able to make a trade of those two items. Our last proposal had subsequent probation and same salary with Rio as a trade for the rule of 75, Rule of 75 acts as a safety net for long-term employees, that package creates a substitute safety net at little or no cost to the employer and we feel people would be willing to make that trade.

Hearing what you said we are pulling the issue subsequent probation but adding elimination of selections criteria

We will drop our proposal for hiring priority and the rule of 75 if you agree to eliminate selection criteria and maintain the same salary on a rehire from the layoff list and agree on RIO. While we are not looking at RIO as a permanent fixture we are looking for windows that make it possible in both years of the contract.

Joe Kelly: Just to throw this out, I don't know how your voting process worked but Unit 4 (AFSCME 3260) identified that they did not think their members knew what they were voting on.

Gladys McKenzie: There was a great deal of information on this issue in Unit 6 (AFSCME 3800). We had a message board, received much e-mail as well as had a few informational meetings. Unit 6 (AFSCME 3800) people had more information. When it came to the voting UNIT 4 had a tie on the issue. The UNIT 6 vote was definitive. Our members voted by 71% for the Rule of 75 and against RIO.
U of M Clerical Worker Pain Calculator

Calculate how much the administration's health care and wage freeze proposals could hurt your bottom line.

Instructions: Answer these five questions and then click "calculate".

1) What is your current insurance plan?
   - Health Partners
   - Patient Choice 1
   - Patient Choice 2
   - Patient Choice 3
   - Preferred One
   - Definity

2) Do you have dependent coverage?
   - Yes
   - No

3) How many prescriptions do you have filled in a year? 0

4) How many clinic visits do you have in a year? 0

5) What is your bi-weekly gross pay (pre-tax, pre-deductions)? 0

Calculate  | Clear Form

This Pain Calculator requires Javascript to be enabled. If a new window doesn't open with your results when you press the "Calculate" button, you need to enable Javascript in your web browser.

Disclaimer: This pain calculator provides an estimate that is calculated based on the numbers released by the U in their initial health care proposal.
Based on your entries, here is how the employer's proposed health care increases and wage freeze would affect you:

Dollars you spend yearly on health care now: $566
Dollars you'd spend yearly on health care under the U's proposal: $1366
Percentage of wages currently spent on health care: 3%
Percentage of wages the U wants you to spend on health care in 2004: 8%
Real Dollars You'll Lose Per Check: $53
Approximate Yearly Take Home Pay Now (After Health Care Costs): $13226
Projected approximate yearly take-home pay (after health care costs) under the U's proposed health care changes: $12626
Real dollars wage cut per year due to proposed health care increases: $600
Take-home pay after a wage freeze due to inflation (2.8% est.): $12272
How much is your pain per year? $954

Your percentage cut in wages under the U's proposal: 7.000000000000001%

Disclaimer: This pain calculator provides an estimate that is calculated based on the numbers released by the U in their initial health care proposal.

(using sample) —

Health Partners
dependents - yes
prescriptions - one
clinic visits - one
bi-weekly pay - $700
University offer is fair and equitable

By Bob Bruininks

The strike notice issued by the University's American Federation of State, County and Municipal Employees Local 3800 clerical unit is premised on the idea that the University's contract offer is unfair or inequitable. That is simply wrong.

Let's look at the facts: The members of the AFSCME Local 3800 clerical unit have been asked to make only the same sacrifices other University employees are making. So, what is really at issue in negotiations between the University and AFSCME Local 3800 clerical employees?

First, under its proposal, the University will continue to offer a competitive health-care package at a reasonable cost. However, like all employers, both public and private, the University is facing double-digit health-care cost increases. These costs have increased by 60 percent at the University in the last five years. Rather than cut benefits or reduce choice, as many employers have done, our proposal on health benefits maintains accessibility to a broad range of high-quality care.

But in order to maintain this strong package, we are asking employees to pay 10 percent toward the premium of the base plan for individual or family coverage in 2004. Per paycheck, that's just under $15 for individuals or $37 for families. To help alleviate the impact of these changes, we will provide funding for a $200 one-time payment for all University employees making $65,000 or less.

With this new cost split, the employee share of health-care costs is still well below market averages.

Employees nationally are paying, on average, 16 percent of the cost of individual health-care coverage and 27 percent of the cost of family coverage.

Second, the University will continue to provide competitive wages and offer generous vacation and sick-leave policies. Our regular studies of pay and benefits continue to demonstrate that we compare very favorably to both the public and private sectors. But we have been sensitive to the challenges lower-wage workers face. To address this, we set a $12 minimum wage, the highest of any public-sector employer in Minnesota. We will continue to support this commitment.

And though we were asked by the Legislature to agree to a two-year wage and salary freeze, we are limiting the freeze to one year for all of our employees — faculty, staff and administrators.
Starting in July, the University must reduce its budget once again by about $20 million and increase the cost of tuition for our students. Despite these continuing challenges, I have committed to a 2.5 percent increase for University employees in 2005.

Despite claims by AFSCME Local 3800, this is not a "distribution" problem. Compensation is determined based on a competitive marketplace for each job. While the job of each of our employees is important, the market dictates different salary ranges for different jobs. And we cannot commit restricted funds for other purposes such as increased compensation.

Finally, it is important to remember that other union employees at the University have already ratified the University's contract offer. With these agreements, a majority of our represented employees have joined our nonrepresented employees in sharing difficult — but necessary — increases in health-care costs at a time when wages and salaries are not increasing.

These are reasonable, shared sacrifices to maintain the University's strength in the face of additional cuts mandated by the historic $185 million cut in our state funding for the biennium.

We're ready to resume bargaining with the AFSCME Local 3800 clerical unit. We don't want a strike. However, we will not put academic programs and additional jobs at risk. We have already reduced employment by 500 positions, and I believe it is terribly wrong to pay for costs we cannot afford by eliminating additional valued employees at the University.

I care deeply about the University and the people who work here. We cannot be a great institution without great faculty and staff. We've worked hard to address this budget challenge in a way that is equitable for all employees, while maintaining the extraordinary quality of this University.

We need to be in this together; our real fight shouldn't be with one another. We must make the case for the University to the people of Minnesota and their elected officials. Only in this way can we ensure that we'll continue to be a great academic university and an excellent place to work for in years to come.
There is a **Distribution Crisis at the U of M** Not a Budget Crisis!

- Sixty University Administrators on this list make more than the governor's salary of $120,311.
- The salaries on this list total $11,319,781.00. Over the past 14 years, administrative positions have more than doubled at the University. During the same period, clerical positions have decreased by more than 30%. How can any organization, business or public institution justify the need for more people "in charge" and fewer people in the trenches? Even a 25% cut in the administrative positions below would save $2,829,945.25 - more than enough to pay the cost of health insurance increases for University workers.
- Between 2000 and 2003 the dollar amount spent on top administrators increased by thirty six percent representing a dollar increase of $5,581,392.
- According to a report on KSTP TV (08/07/03), the number of University employees making over $100,000 per year has increased from 311 in 1994 to 1,075 in 1999 to 1,242 in 2003. The health plan only these folks can afford will increase only $28 per year.

**Partial List of Overpaid Administrators**

This list was compiled from salary information available in University Archives at Andersen Library. The salaries and titles listed here are from fiscal year 2003. They do not include all University related sources of income, bonuses or outside income. Just how many Assistant/Associate Vice Presidents does the University really need?

<table>
<thead>
<tr>
<th>UMC Chancellor</th>
<th>UMD Vice Chancellor</th>
<th>UMD College of Education</th>
<th>UMD College of Liberal Arts</th>
<th>UMD College of Science and Engineering</th>
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<tbody>
<tr>
<td>Donald Sargeant</td>
<td>Vincent Magnuson</td>
<td>Dean Paul Deputy</td>
<td>Dean Linda Krug</td>
<td>James Riehl</td>
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<td>$143,541</td>
<td>$125,477</td>
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<tr>
<th>UMD School of Business Dean</th>
<th>UMD Vice Chancellor</th>
<th>UMD Vice Chancellor</th>
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<th>UMD Vice Chancellor</th>
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<tr>
<td>Kjell Knudsen</td>
<td>Bruce Gildseth</td>
<td>Gregory Fox</td>
<td>Kathryn Martin</td>
<td>William Wade</td>
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<td>$140,856</td>
<td>$125,978</td>
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<tr>
<th>UMM Vice Chancellor</th>
<th>UMM Chancellor</th>
<th>Academic Affairs</th>
<th>Academic Affairs</th>
<th>University Press</th>
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<tr>
<td>John Schnwaller</td>
<td>Samuel Schuman</td>
<td>Assist VP</td>
<td>Assoc. Vice Provost</td>
<td>Director</td>
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<td>$113,425</td>
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<td>Geoffrey Mariyama</td>
<td>Sallyy McKee</td>
<td>Douglas Armato</td>
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<th>Center for Urban &amp; Regional Affairs Director</th>
<th>College of Education Dean</th>
<th>CCE Dean</th>
<th>Carlson School Dean</th>
<th>Alumni Relations</th>
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<td>Thomas Scott</td>
<td>Steve Yussen</td>
<td>Mary Nichols</td>
<td>Lawrence Benveniste</td>
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<td>Christopher Mayr</td>
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<td>Carlson School, Director</td>
<td>Michael Barnes</td>
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<td>Carlson School, Program Director</td>
<td>David Hopkins</td>
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<td>Carlson School, Program Director</td>
<td>Gerald Rinehart</td>
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<td>Thomas Sullivan</td>
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<td>Sharon Reich</td>
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<td>Wendy Lougee</td>
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<td>Ellen Nagle</td>
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<td>College of Human Ecology, Dean</td>
<td>Shirley Baugher</td>
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<td>College of Natural Resources, Dean</td>
<td>Susan Stafford</td>
<td>$152,500</td>
<td></td>
<td></td>
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<tr>
<td>College of Liberal Arts, Dean</td>
<td>Steven Rosenstone</td>
<td>$205,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Institute of Technology, Dean</td>
<td>Howard Davis</td>
<td>$205,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Institute of Technology, Director</td>
<td>Massoud Amin</td>
<td>$146,666</td>
<td></td>
<td></td>
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<tr>
<td>University Relations, VP</td>
<td>Sandra Ogren</td>
<td>$172,120</td>
<td></td>
<td></td>
</tr>
<tr>
<td>University Relations, Assoc. VP</td>
<td>Donna Peterson</td>
<td>$137,568</td>
<td></td>
<td></td>
</tr>
<tr>
<td>University Relations, Assoc. VP</td>
<td>Richard Pfutzenreuter</td>
<td>$166,400</td>
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<tr>
<td>Asset Management, Assoc. VP</td>
<td>Stuart Mason</td>
<td>$168,000</td>
<td></td>
<td></td>
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<tr>
<td>Food and Housing Services, Assoc. VP</td>
<td>Laurie Scheich</td>
<td>$128,750</td>
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<tr>
<td>Academic Health Center, Sr. VP</td>
<td>Frank Cerra</td>
<td>$362,623</td>
<td></td>
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<tr>
<td>Medical School, VP</td>
<td>Deborah Powell</td>
<td>$200,000</td>
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<tr>
<td>School of Public Health, Dean</td>
<td>Mark Becker</td>
<td>$134,463</td>
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<tr>
<td>College of Veterinary Medicine, Dean</td>
<td>Jeffrey Klausner</td>
<td>$135,254</td>
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<tr>
<td>Office of General Counsel</td>
<td>Mark Rotenberg</td>
<td>$202,246</td>
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<tr>
<td>Audits, Assoc. VP</td>
<td>Gail Kilt</td>
<td>$133,686</td>
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<tr>
<td>Rec Sports, Assist. VP</td>
<td>James Turman</td>
<td>$121,742</td>
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<td></td>
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<tr>
<td>Center for Infectious Disease, Professor</td>
<td>Michael Osterholm</td>
<td>$183,750</td>
<td></td>
<td></td>
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<tr>
<td>Academic Health Center, Athletics Director</td>
<td>Joel Maturi</td>
<td>$275,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intercollegiate Athletics, Head Coach</td>
<td>Glen Mason</td>
<td>$300,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intercollegiate Athletics, Head Coach</td>
<td>Brian Atwood</td>
<td>$200,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intercollegiate Athletics, Head Coach</td>
<td>Daniel Monson</td>
<td>$200,000</td>
<td></td>
<td></td>
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<tr>
<td>Intercollegiate Athletics, Head Coach</td>
<td>Bradford Choate</td>
<td>$217,000</td>
<td></td>
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</tr>
<tr>
<td>Human Resources VP, Carol Carrier</td>
<td>$172,738</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

AFSCME 3800 1313 5th Street SE, Minneapolis, MN 55414, (612) 379-3918
www.afscme3800.org
FREE LUNCH?

Bruininks says that it's no 'free lunch' being an administrator. Don't be his stooge, support the clerical workers.

Rally
Monday Oct. 20
12 to 1 p.m.
in front of
Morrill Hall

- No wage freeze, no pay cuts
- Affordable health care for all
- Job security and respect for union workers
- Stop tuition increases

Sponsored by AFSCME 3800 and the Labor and Community Strike Support Committee. For more info call 612-379-3918 or visit www.afscme3800.org or www.uworkers.org.

Overpaid* administrators jacked my tuition through the roof and now want to take away raises for clerical workers. Oh well, I'm sure it's for the best!

President Bruininks says the University can't afford to offer clerical workers decent health care anymore, and if their union wins, my tuition will go up. Bruininks wouldn't lie! He's the president!

* In 1994 the number of administrators paid over $100,000 was 311, now it's 1,242.
From August 27, 2003 UM – Crookston Bulletin

Strike Possibility

On August 19, Teamsters Local 320 delivered to the University a "notice of intent to strike." While this does not mean that the employees will actually strike, the Teamsters have met the legal requirements to be able to engage in a strike. If a strike is called, it could begin anytime between August 30, 2003, and September 17, 2003, when the notice of intent to strike expires.

I am writing today to assure you that the University is continuing its efforts to resolve the issues with the Teamsters bargaining unit. Mediation is scheduled for the week, and we are hopeful that an agreement will be reached.

The University's goal is to provide competitive, market-based compensation and benefits for all employees. However, we must meet this goal while prudently managing our limited public resources.

As you know, the University is facing enormous, historic budget pressures this year. The $185 million--or 15 percent reduction--in state funding has resulted in a real decrease in base funding for the University. At the same time, many of our costs--including health care costs--keep increasing.

This budget challenge is being managed in a number of ways, including increased tuition, layoffs, program curtailment or elimination and proposed changes in the employee health care program. In addition, the fiscal year 2004 budget approved by the Regents in June included no funding for salary increases for faculty and staff. Balancing the budget and preserving the University's core academic mission requires broad and shared sacrifice across the University community, including students, families, and employees.

While I remain hopeful that this week's mediation will resolve the issues, I want to assure you that, in the event of a strike, the University's important teaching, research, and outreach work will continue. We have prepared appropriate strike plans, and they will be implemented to maintain a high level of service to our students and visitors. Thank you for your past contributions and for your continued efforts to serve our constituencies.

Additional important information about this issue and how a strike may impact the University community is included below. The information details issues of importance to the various groups of employees who are not part of Teamsters Local 320. Additional information will be provided as it develops. Please check <www.umn.edu/ohr> on a regular basis for updated information.
Information to Non-Striking Employees in the Event of a Strike

It is important to understand what a strike by Teamsters Local 320 may mean for other University employees. First, only employees in PELRA Unit 3, Service, Maintenance, and Labor, represented by Teamsters Local 320, may legally strike at this time. Second, all other employees who are not part of Unit 3 must come to work and perform duties assigned to them. Any employee who is absent from work or who does not perform his or her assigned duties will be considered engaged in an illegal strike, unless he or she has authorization by his or her supervisor. Finally, non-striking employees must not take any action that will restrain or coerce employees who are legally striking.

During this challenging period, all employees are urged to understand their legal rights and obligations. Further details on these issues is provided in the following sections.

Non Striking Employees:

1. PELRA (the state law governing labor relations for the public employees) provides that any employee who strikes illegally may be discharged as of the day the violation occurs. Moreover, any employee who is discharged due to illegal strike activity and is subsequently rehired by the University is required by law to serve a two-year probationary period.

2. No employee may take a leave of absence (vacation, sick leave, or leave without pay) during the strike unless it is approved by the appropriate department head. All previously approved leaves of absence for non-striking employees that would occur during the period of a strike must be reconsidered, and may or may not be authorized again by the department head. Non-striking employees must be prepared to present medical certification of illness to be eligible for sick leave during the strike.

3. All non-exempt employees who, as a result of a strike, are required to work in excess of the normal work week (40 hours) will be paid or receive compensatory time as provided by the Civil Service Rules or their respective bargaining unit agreement.

4. Employees who are assigned during a strike to perform work typically performed by a higher paid class will be paid for this work as provided by the Civil Service Rules or their respective bargaining unit agreement.

5. Non-striking employees must not take any action that will restrain or coerce employees who are legally striking.

Student Employees and Graduate Assistants:

1. All student employees and graduate assistants are required to report for work, as normal, during a strike. They may be assigned tasks different from those which they normally perform.

2. Student employees and graduate assistants must not take any action that will restrain or coerce employees who are legally striking.
Supervisors and Managers:

1. All supervisors and managers are required to report for work during a strike. Specific assignments and operating instructions will continue to be provided by appropriate managerial personnel. During the period of a strike, supervisors and managers may be expected to perform duties outside of their normal functions, including tasks that normally would be considered bargaining unit work.

2. Supervisors and managers must not take any action that will restrain or coerce employees who are legally striking.

3. Exempt employees (except those with "V" class status) who as a result of a strike, are required to work in excess of the normal work week will be paid at a rate of one and a half times the normal rate of pay for the excess hours worked or, at the discretion of the department head, given compensatory time off.

Faculty and P&A Employees:

1. Faculty and P&A employees must report for work as normal during a strike.

2. Faculty and P&A employees must not take any action that will restrain or coerce employees who are legally striking.

Information Regarding Picket Lines:
The following procedure is recommended if a strike occurs and picket lines form around building entrances or other locations where non-striking employees enter:

1. Supervisors should schedule their time so they can be reached by telephone during hours their employees come to work. Employees will be given the telephone number where the supervisor can be reached.

2. Employees have a responsibility during a strike to:

   a. cross the picket line;
   b. avoid confrontation with pickets and not engage in arguments, debates on the issues, or shouting even if subjected to verbal harassment;
   c. leave the area of the picket line if it appears likely that resistance will be encountered while crossing, and telephone the supervisor for instructions;
   d. bring their motorized vehicle to a complete stop when crossing a picket line, then proceed with caution (to do otherwise is a violation of state law);
   e. keep their windows and doors locked when passing through a picket line in a vehicle;
   f. report to the police at once any act of violence or criminal activity at the picket line;
   g. make notations of such violence or criminal activity in as much detail as possible and submit them to the supervisor as soon as possible.

--Carol Carrier, Vice President, Human Resources, University of Minnesota
TENTATIVE AGREEMENT REACHED

"Power concedes nothing without a demand. It never has and it never will. Find out just what any
people will quietly submit to, and you have found out the exact measure of injustice and wrong which will
be imposed upon them..."

- Frederick Douglass, August 4, 1857

Sisters and Brothers, Our 15 day strike has put University of
Minnesota clerical workers on the map. Our banner, with its
simple message, "I Support University of Minnesota
Workers," (at UMD "I Support UMD Clerical Workers") is
still being worn by thousands as a badge of honor. We stood up
in the process forged a new union. Before our strike, we
asked the University to find its best self, to take the lead on
justice and fairness. In the end, it was necessary for us to
take the lead and in doing so we won the respect and
support of the majority of the University community. Out
of our strike emerged an electrifying political struggle. It
inevitably became a political struggle because it directly
challenged a public policy. Our fight resonated with people's
sense that the health care system is out of control and
growing worse. It resonated with people's sense of a growing
divide between haves and have-nots. Our ability to prevail in
the face of the University's demands was limited by
economic necessity. There is no shame in that. We
returned to work together, stronger than the day we struck,
prepared to continue our fight for justice. The economic
gains in our tentative agreement are limited. The University
has succeeded in imposing its health insurance demands,
guaranteeing that the health care crisis will only deepen. On
Thursday, October 30th and on Friday, October 31st, across
the state, hundreds of you came off the picket lines to meet
and give direction to your negotiating team. Returning to the
table on Sunday, your team was instructed to focus on
maintaining step increases, securing a base increase for
people at the top, responding to the health care hits inherent
in the University's plan, securing a greater safety-net for laid
off employees and the continuation of the Rule of 75. On
Tuesday morning, on less than two hours notice, more than
600 of you met across the state, in one of the most
democratic processes I've ever witnessed, to review and
discuss the University’s final offer. Your negotiating
committee asked you to determine whether there was
enough in the offer to achieve a tentative agreement. There
were thoughtful and important minority opinions expressed,
but the vast majority agreed that it was time to reach an
agreement and move to a vote of the members. Below is a
summary of the tentative agreement that is being
recommended by your negotiating committee. It is
presented as a side-by-side with the University's pre-strike
final offer for comparison and represents approximately a
quarter of a million dollars more than the University's pre-
strike offer.

Yours for Justice,
Gladys McKenzie, Chief Negotiator

<table>
<thead>
<tr>
<th>University's Pre-Strike Final Offer</th>
<th>Tentative Agreement – WAGES &amp; Insurance (see chart below)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Year One</strong></td>
<td><strong>Year One</strong></td>
</tr>
<tr>
<td>0% Across-the-Board (ATB)</td>
<td>0% Across-the-Board (ATB)</td>
</tr>
<tr>
<td>No Steps</td>
<td>No Steps</td>
</tr>
<tr>
<td>Steps under the continuation of the 2001-2003</td>
<td>Steps under the continuation of the 2001-2003</td>
</tr>
<tr>
<td>Agreement to end as of September 4, 2003</td>
<td>Agreement to end as of ratification of the 2003-2005 Agreement – 3 additional months of steps</td>
</tr>
<tr>
<td>$200 lump sum January 2004 to “off-set” health insurance increases</td>
<td>$300 lump sum for those who did not receive a step through the continuation of the previous Agreement – must be a health plan participant - paid in January 2004</td>
</tr>
<tr>
<td>No changes to the Health Insurance proposal</td>
<td>Acceptance of University’s Health Insurance proposal</td>
</tr>
</tbody>
</table>

| **Year Two**                        | **Year Two**                                            |
| 2.5% ATB                            | 0% ATB for those below range maximum                    |
| No Steps                            | 4% ATB for anyone at pay range maximum on July 1. 2004 (employees at range maximums have gone without steps for 9 years – since 1995) |
|                                    | Steps                                                  |
|                                    | First step eliminated from classes 1822 & 1833. First two steps eliminated from classes 1806,1823,1837,1842 & 1862. Second step, eliminated from classes 1805 & 1807. (Jan 2005) |
|                                    | Acceptance of University’s Health Insurance proposal (see below) |
|                                    | $200 Employer contribution to Health Care Reimbursement Account – must be a plan participant – January 2005 |
|                                    | Conrad re-opener on Health Insurance. August 2004, to review for possible cost reductions |

<table>
<thead>
<tr>
<th>University’s Pre-strike LANGUAGE Offer</th>
<th>Tentative Agreement – LANGUAGE</th>
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</thead>
<tbody>
<tr>
<td>UMD Vacation Cash-out</td>
<td>UMD Vacation Cash-out</td>
</tr>
<tr>
<td>Classification Study Memorandum</td>
<td>Classification Study Memorandum</td>
</tr>
<tr>
<td>Retirement Incentive Option</td>
<td>Retirement Incentive Option</td>
</tr>
<tr>
<td>Elimination of Rule of 75</td>
<td>Extension of Rule of 75 through June 30, 2005</td>
</tr>
<tr>
<td></td>
<td>Salary Protection on rehire or recall from layoff (this was the #1 language priority identified by members of Local 3800 in the pre-negotiations survey)</td>
</tr>
</tbody>
</table>

Tentative Agreements reached prior to the strike:
- Discipline, Article 22 - minor changes related to investigatory and disciplinary meetings. clarification of the contents of disciplinary letters.
Tentative Agreements reached prior to the strike (continued...)

- Educational & Career Opportunities. Article 10 – new language directing supervisors to give extra consideration on Regent’s approval to “circumstances where an employee’s request for a final course toward completion of a degree.”
- Recruitment & Employment. Article 5, agreement to remove official bulletin boards and replace with “official HR web page.” At UMD the bulletin board will be maintained, if a HOSEK cannot be located at the same site.
- Layoff & Recall. Article 25 – extend layoff list right from 1-2 years for employees who have accepted a lower class or layoff condition.
- Layoff & Recall. Article 25 – a right for employees who have voluntarily reduced their hours since July 1, 2002, in response to lack of funds, to exercise layoff rights at either their old or new appointment type should they be laid off in the same department within 2 years of the voluntary reduction.
- Leaves of Absence. Article 18 – agreement to replace current language with a reference to State and Federal statute covering military leave.
- Meet & Confer – to discuss Immediate Geographic Areas with the establishment of new Extension offices across Minnesota.
- Meet & Confer – to review positions identified as less than 50% and/or supplemental, on-call and hourly positions.
- Minor technical changes - spelling, punctuation or wording that did not change the meaning of the contract language.

Medical Plan Design:

<table>
<thead>
<tr>
<th></th>
<th>2003</th>
<th>2004-2005</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office visit (OV) co-pays</td>
<td>Base Plans $5</td>
<td>Base Plans $10</td>
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<tr>
<td></td>
<td>Patient Choice $10</td>
<td>Patient Choice $20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$30 (2005)</td>
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<tr>
<td>Rx co-pays</td>
<td>Duluth Tier 3: $5</td>
<td>Duluth Tier 3: $20</td>
</tr>
<tr>
<td></td>
<td>Formulary: $10</td>
<td>Formulary: $15</td>
</tr>
<tr>
<td></td>
<td>Lifestyle: $30</td>
<td>Lifestyle: $50</td>
</tr>
<tr>
<td>Rx maximum out-of-pocket (MOOP)</td>
<td>$500 employee</td>
<td>$500 employee (2004)</td>
</tr>
<tr>
<td></td>
<td>$1000 family</td>
<td>$1000 family (2004)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$750 employee (2005)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$1500 family (2005)</td>
</tr>
<tr>
<td>Standard Rx dispensing amounts</td>
<td>34 days</td>
<td>30 days</td>
</tr>
<tr>
<td>Coordination of benefits</td>
<td>100%</td>
<td>Limited to UPlan co-pay</td>
</tr>
<tr>
<td>(When Uplan is dependent’s secondary medical coverage, the Uplan will reimburse Rx co-pays up to)</td>
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<td></td>
</tr>
<tr>
<td>Lab co-pays</td>
<td>Base Plans: $0</td>
<td>All Plans: $0</td>
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<tr>
<td></td>
<td>Patient Choice $10</td>
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</tr>
<tr>
<td></td>
<td>PI National $15</td>
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Employer Contribution to Medical:

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<th>2003</th>
<th>2004-2005</th>
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</thead>
<tbody>
<tr>
<td>Employee only</td>
<td>100% base plan rate</td>
<td>90% base plan rate</td>
</tr>
<tr>
<td>Family</td>
<td>90% base plan dependent rate</td>
<td>90% base plan family rate (2004)</td>
</tr>
<tr>
<td></td>
<td>85% base plan family rate (2005)</td>
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</table>

Employer Contribution to Dental:

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<thead>
<tr>
<th></th>
<th>2003</th>
<th>2004-2005</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee only</td>
<td>100% base plan rate</td>
<td>90% base plan rate</td>
</tr>
<tr>
<td>Family</td>
<td>50% base plan dependent rate</td>
<td>60% base plan family rate</td>
</tr>
<tr>
<td>Dental base Plan</td>
<td>Delta Preferred Option/Premier in all zones</td>
<td>Delta Preferred option in zones with adequate access</td>
</tr>
<tr>
<td></td>
<td>Delta Preferred Option/Premier in other zones</td>
<td></td>
</tr>
</tbody>
</table>

Ratification will be conducted by mail ballot to your home address. Ballots will be mailed on Friday, November 14, 2003 and must be received at the Council 6 office by end of business on December 1, 2003.

U of M AFSCME Negotiating Committee:
Phyllis Walker, Co-chair and Local 3800 President
Michelle Rockno-Semkow, Co-chair & East Bank
Kelly Dawn Nelson, Chief Steward
LeEllen Anderson, Local 3801 Alternate
Laura Thielke, UMM & UMC
Carol Bruner, West Bank
Marie Milstan Fiedler, At-Large
Brad Sigal, Med Area
Steff Yorek, Med Area
Gladys McKenzie, Chief Negotiator
Sandra Curtis, Assistant Negotiator

Our Union Has Made Us Strong!