



MINNESOTA TEAMSTERS PUBLIC & LAW ENFORCEMENT EMPLOYEES' UNION, LOCAL NO. 320, STATE OF MINNESOTA



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International Brotherhood of Teamsters

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ASF /Teamsters Local 320 Language Proposals for 2021-2023 CBA April 28, 2021

Article 2 NON-DISCRIMINATION

Section A. Employer and Association Responsibility. The parties are firmly committed to affirmative action and as such accept their responsibility to ensure equal opportunity in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, disability, status with regard to public assistance, sex, marital status, sexual orientation, gender identity, gender expression, veteran status, **dues-paying status of membership or non-membership** in the Association, or any other class or group distinction, as set forth by State or Federal anti-discrimination laws.

Article 3 RECOGNITION

Section C, Subd. 1. University Position Information. Via e-mail or written personal delivery, the President/designee shall, ~~on a timely basis~~ **within five (5) business days of receipt of the job audit packet and prior to posting the position for a search or filling the position**, send to the ~~designated~~ Campus Association ~~representative~~ **president** the position description, organizational chart, **Notice of Temporary Unit Assignment**, and other supporting documentation of professional and unclassified supervisory positions at the university that are: a) newly created, and b) existing but are being assigned from the ASF bargaining unit to a different unit.

Subd. 2. Meeting. Within ten (10) ~~calendar~~ **business** days of receipt of the position information, the **Campus** Association may request a meeting with the representatives of the university and System Office administration to discuss the bargaining unit assignment of the position(s). Unless another date is mutually agreed to, the meeting shall be held within ten (10) ~~calendar~~ **business** days of the request. This meeting shall be convened in person or via conference call or similar technology. **The position shall not be posted for a search or filled until this meeting occurs.**

Article 5 DEFINITIONS

Proposal: Rewrite article using subdivision numbers rather than section letters for each definition and alphabetize all definitions contained in this Article so we can continue to add definitions without running out of letters.

EQUITY PROPOSAL

Section M. Domestic Partner. A relationship between an employee and another adult (same or alternate sex) in which the parties, hereinafter called domestic partners:

1. Have entered into a committed interdependent relationship with each other;
2. Are jointly responsible for each other's basic common welfare;
3. Share a common residence and intend to do so indefinitely;
4. Are not related by blood or adoption such that would prohibit marriage in Minnesota; are neither married nor registered in another domestic partnership; and
5. Are legally competent and qualified to enter into a contract.
 - *"Joint responsibility"* means that each partner agrees to provide for the other partner's basic living expenses if the partner is unable to provide for their own expenses.
 - *"Basic common welfare"* includes food, shelter and health care.
 - *"Share a common residence"* means that two (2) people share the same place to live. It is not necessary that the legal right to possess the common residence be in both of their names. Two (2) people may have a common residence even if one (1) or both persons has an additional place to live. Domestic partners do not cease to live together if one (1) partner leaves the common residence but intends to return, including but not limited to, periods of time for long-term or short-term medical care, sabbatical, or employment.

EQUITY PROPOSAL

Section N. Immediate Family. For the purposes of sick leave and bereavement leave usage pursuant to Article 18, immediate family shall be defined to include the ASF Member's spouse or domestic partner and the following relatives of the ASF Member or the ASF Member's spouse or domestic partner including any step-family members: parent, child, grandchild, brother, sister, grandparent, ward, son-in-law, daughter-in-law, other individuals considered family, or other residents of the ASF Member's household.

Section O. ASF State Board of Directors. The members of the ASF State Board of Directors consist of the elected officers, appointed Board members, and campus association presidents/designees who represent the Association at a state and system level.

Section P. Salary Reevaluation. A salary reevaluation occurs, when, as a result of increased or decreased levels of responsibility within a given job, that job is reevaluated in accordance with the procedures set out in Article 12, Section A and the salary range is adjusted according to Article 12, Section G, Subd. 2.

Section Q. Reassignment. A permanent reassignment to a different position in the same salary range without a search process, or to ASF duties that are 25% or more different than the original appointment requires thirty (30) days notice to the ASF Member. See Article 10, Section F.

Section R. Salary Setting Events. A salary setting event is when the annual salary of a new or current ASF Member is established or re-established. Salary setting events for increases occur in the following circumstances: a) new hire; b) lateral move; c) reassignment; d) salary upgrade to a higher range; e) accepting a position in a higher range through promotion or as an

acting/interim assignment; f) being selected to a fill a position in a higher range permanently after having served in that position in an acting/interim basis. Further contract language is outlined in Article 12.

Section T. Elimination. The abolition or FTE reduction of a position held by an ASF Member accomplished by either: i) the personnel reduction of a fixed term, externally funded, or probationary ASF Member, or ii) the layoff of a permanent ASF Member. See Article 22.

Section U. Layoff. A layoff of a permanent ASF Member is the reduction of FTE from .75 FTE or greater to less than .75 FTE, or from .74 to .50 FTE to less than .5 FTE, or separation from service. See Article 22.

Section V. Appointment Year. Unless otherwise noted, an appointment year is MSUAASF service during a period starting from July 1 through June 30 annually that is at least one-half time (.5 FTE) for nine to twelve (9 to 12) months.

Section W. Business Day. A business day is any calendar day except Saturday, Sunday, or any legal holiday identified in this Agreement.

Section X. Lateral Move. A lateral move occurs when an ASF Member is assigned to a different position at the same university in the same salary range as the result of a search process. See Article 12, Section G, Subd. 5.

Article 7 ASSOCIATION RIGHTS

Section B, Subd. 1. Minnesota State. The Association may establish a committee of a reasonable number to be mutually agreed upon by the Chancellor/designee, and the Association to meet and confer with the Chancellor/designee, for the purpose of discussing matters of mutual concern, including those matters necessary to the implementation of this Agreement which are system wide in nature. Such meetings will be held at the request of either party at least three (3) times each fiscal year unless waived by the Association. The Chancellor/designee(s) shall provide the facilities **including technology for hybrid participation** and set the time for such conferences upon request of the Association. A written agenda shall be submitted by the Association to the Chancellor at least ten (10) calendar days in advance of the scheduled meeting date. At the discretion of the Chancellor, additional matters for discussion may be placed on the agenda upon advance notice to the Association.

Section C, Subd. 2. Within sixty (60) calendar days from the execution of this Agreement, the Employer will forward to the Teamsters **Local 320** office and the Association President a list of all ASF Members in the unit, separated by campus, which shall contain the following information: name; address; campus; **salary range and step**; funding source(s); ~~step~~; ~~base~~ salary; type and length of appointment; date of hire; employee identification number; percent of full-time **equivalency**; job title; and, ~~date of class entry~~ **FLSA status**. The Employer shall update this list on a monthly basis **and send to Teamsters Local 320 and the Association President with changes identified**. Alternatively, the Employer may provide this information in an electronic format.

Section G, Subd. 1 (a.2.a). Up to nine (9) ASF Members elected or appointed by ASF to serve on the ASF meet and confer committee(s) with the university ~~administration or Minnesota Management & Budget~~, and

Section G, Subd. 1 (a.2.b). Up to seventeen (17) members of the ASF State Board of Directors to serve on the ASF meet and confer committee with Minnesota State ~~or Minnesota Management & Budget~~.

Section G, Subd. 4. Association ASF State Board of Directors Meetings. Authorized ASF ~~State~~ Board members, not to exceed ~~three (3)~~ **four (4)** from each campus, shall be released one (1) day with pay per meeting for up to ~~three (3)~~ **four (4)** quarterly Association ASF State Board meetings per year.

Article 10 APPOINTMENTS

EQUITY PROPOSAL

Section A, Subd. 1(a) Fixed-term appointments may be used to fill vacancies created by leaves of absence, to fill positions when the President determines that normal recruitment and selection procedures cannot be implemented due to time constraints (an emergency fill), to meet peak work demands, to fill positions that involve head or assistant coaching responsibilities, to fill positions during departmental or university restructuring, to fill positions that may be eliminated in the near future, or for special projects. For all fixed-term positions, the Employer will communicate to the Association in writing the basis for the fixed-term position prior to or, at a minimum, contemporaneously with the fixed-term appointment. **All fixed-term appointment candidates shall meet the minimum experiential qualifications outlined by the current position description and meet educational requirements within 6 months. The hiring manager shall demonstrate that actions were taken to garner a candidate pool consistent with the standards of the Campus Affirmative Action Plan to establish fair access to fixed-term appointments.**

Section A, Subd. 1 (c) Fixed-term appointments may be extended for up to an additional twelve (12) months (for a total of 36 months) upon:

- (1) Sixty (60) calendar days written notice to the ~~Association~~ **Campus Association and ASF State Board of Directors** detailing the Employer's explanation of the necessity for the additional appointment period; and
- (2) The agreement of the ~~Association~~ **ASF State Board of Directors**.

Section A, Subd. 1 (f) Current or future ASF members in a probationary, permanent, or externally funded position who are assigned **athletic** coaching duties will not be voluntarily converted to fixed term status. For positions involving head or assistant **athletic** coaching responsibilities, ASF Members may only be assigned fixed term assignments under this subdivision if the **athletic** coaching duties are at least fifteen percent (15%) of the position duties.

Section A, Subd. 1 (g). Discipline. Any ASF Member with a fixed term appointment shall be subject to discipline only in accordance with the “just cause” provisions set forth in Article 23.

Section A, Subd. 2 (a). Externally funded appointments are at least ~~25%~~ **fifty one percent (51%)** financed by funding outside of the Employer’s control which, for purposes of this subdivision, includes, but is not limited to, external grants, funding between Minnesota State institutions, and funding based upon voluntary revenue sources (e.g., child care fees, athletic ticket sales, etc.). Such appointments are not subject to the two (2) year limitation in Subd. 1.

Section A, Subd. 2 (d) Non-Renewal and Personnel Reduction. Any ASF Member with an externally funded appointment with four (4) years or less of service may be non-renewed at the end of the ASF Member’s appointment. Such non-renewal shall not require just cause, but shall require ninety (90) calendar days advance written notice. The decision of the President to non-renew an externally funded ASF Member shall not be subject to the arbitration step of the grievance procedure. **Any ASF Member with an externally funded appointment with more than three (3) years of service shall not be non-renewed without just cause or written notice of personnel reduction.** Notwithstanding the provisions of Article 22, ASF Members with externally funded appointments with more than four (4) years of service shall receive written notice of personnel reduction one hundred fifty (150) calendar days in advance of termination. For purposes of this paragraph, a personnel reduction shall not include the elimination of externally funded positions due to cessation or reduction of external funding.

Section A, Subd. 3(b). Maximum Work Days. An intermittent employee shall not work more than ~~seventy five (75)~~ **one hundred (100)** days in a fiscal year.

EQUITY PROPOSAL

Section A, Subd. 4 (b) Length. The total period of probationary service, prior to the acquisition of permanent status, shall be ~~four (4)~~ **three (3)** consecutive ~~appointment~~ **calendar** years of service within a university without a break in service **that is at least one-half time (.5 FTE).** **For purposes of this Article, the calendar year would commence on the first date of employment and continue for three (3) years from that date.** ~~an appointment year is defined as service during a period starting from July 1 through June 30 annually that is at least one-half time (.5 FTE) for nine (9) to twelve (12) months.~~

Section A, Subd. 4 (c) Computation. In the event that an ASF Member is on a fixed-term or externally funded appointment, and is appointed to a probationary position within the bargaining unit at the same university without a break in service **of more than one (1) month,** the ASF Member involved shall receive one (1) appointment year of credit toward permanent status for each appointment year of service up to a maximum of ~~three (3)~~ **two (2),** but in such case shall serve a minimum of one (1) appointment year of probationary status in that position. For an externally funded ASF Member whose position becomes fully funded by state appropriated monies as specified in Article 10, Section A, Subd. 2(b), the one (1) appointment year probationary period in that same position may be waived at the discretion of the President/designee. Such discretion is not subject to the grievance procedure. Notwithstanding

the above, prior service in the classified service, if such service is in the ASF Member's current position, shall be counted toward completing the probationary period up to a maximum of ~~three~~ ~~(3)~~ two (2) appointment years.

Section D. Notice of Change of Appointment. Any change of terms and conditions of an existing appointment not sufficient to constitute layoff is not effective until thirty (30) days after notification to the affected ASF Member. For purposes of this section a change in the ASF Member's terms and conditions of employment include salary, benefits, range, hours of employment or appointment type. A waiver of the thirty (30) day notification period for any circumstances in this Section must be approved in writing by the ASF Member.

Section F. Reassignment. A permanent reassignment to a different position in the same salary range without a search process, or to ASF duties that are 25% or more different than the original appointment requires thirty (30) days notice to the ASF Member. A waiver of the thirty (30) day notification period for any circumstances in this Section must be approved in writing by the ASF Member. A reassignment is considered a salary setting event under Article 5. In such situations, the ASF Member's step placement will be reviewed consistent with the factors stated in Section F of this Article, and may be modified, if justified by those factors. However, at a minimum, the ASF Member's salary will remain at the same step that it was prior to the reassignment.

Article 11 WORKLOAD

Section A, Subd. 2. FLSA Non-Exempt ASF Members. The salaries indicated on the salary schedule are based on full time employment for a forty (40)-hour work week over twelve (12) months. Any appointment of less than ~~twelve (12) months~~ 1.0 FTE shall have the base salary pro-rated based on the FTE of the appointment, as determined by the portion of the actual duty days worked in a given fiscal year (e.g., 260, 261, or 262 as appropriate). Any other appointment of less than full time shall have the base salary pro-rated based on the FTE of the appointment, as defined in Article 11, Section D. Variations in an ASF Members actual hours worked will be compensated as provided in the FLSA and this Article.

EQUITY PROPOSAL

Section B, Subd. 3 (a) Within each program, department or service area, ASF Members as assigned may work in excess of their normal bi-weekly work period to meet peak work demands. These peak demands may be considered as annual recurring requirements of the position, or periodic normal requirements of the position. The Employer agrees that ASF Members shall be permitted to schedule flexible work schedules to offset these peak work periods. The Association and the Employer agree that, while flexibility in scheduling may be expected, regularly working more than eight (80) hours a pay period is not an expectation of ASF Member workloads.

Section B, Subd. 3 (e). At the request of the ASF Member, their assigned position can be analyzed and evaluated for manageable workload if it can be demonstrated that more than eighty (80) hours a pay period is required to complete their assigned duties.

Section B, Subd. 4 (a). The normal work period for full time FLSA non-exempt ASF Members shall be forty (40) hours of working during seven (7) consecutive days. A university may use other work schedules permitted by the FLSA, and shall notify the affected ASF Members when those other work periods are in effect. Hours worked in excess of the maximum number of hours permitted in each applicable work period are overtime hours. All paid vacation time, paid holidays, paid sick leave, paid compensatory time off, and other paid leaves of absences shall ~~not~~ be considered “time worked” for overtime compensation purposes. All overtime work requires prior approval by the supervisor.

Section E, Subd. 3. Limit on Accrual of Compensatory Time. The maximum amount of hours that may be accrued as compensatory time at any given time is ~~two hundred and forty (240)~~ **one hundred and sixty (160)** hours. All overtime hours worked over this maximum will be compensated in cash. **If any overtime or compensatory time (as detailed in Section E) is not approved, the ASF Member shall not work the additional hours.**

Section E, Subd. 5 (a). **At the request of the ASF Member or the Employer,** payments for all or a portion of an ASF Member's compensatory time may be made at any time and shall be paid at the regular rate earned by the ASF Member at the time the employee receives such payment.

Section E, Subd. 5 (d). An ASF Member may choose to convert some or all of their accrued compensatory time to the State of Minnesota or Minnesota State Deferred Compensation Programs one time during each fiscal year at a time of their choosing so long as the total hours converted in a fiscal year do not exceed forty (40).

Section F. Teleworking. An ASF Member, upon agreement with the Employer, may telework with approved times and circumstances (e.g., inclement weather) as long as they are able to accomplish their assigned work from a telework location.

Subd. 1. Teleworking plans are eligible for flextime and are not limited by physical location. The employee can telework, even if they are not physically located at their permanent residential address.

Subd. 2. Teleworking plans are not limited by dependents or other individuals located in the home. Employees shall be allowed to telework even if their dependents or individual they are caring for is present in the telework location.

Subd. 3. If a request to telework is denied, upon request of the ASF Member, the Employer shall provide the ASF Member the reason(s) for the denial of the request.

Subd. 4. The Employer may choose to provide reimbursement for any necessary equipment or expenses incurred by the ASF Member for teleworking, when the ASF Member requests to telework.

Subd. 5. In the event the Employer mandates an ASF Member to telework, the Employer shall provide the ASF Member with all necessary equipment to perform their duties. The ASF Member shall be reimbursed for any necessary equipment not provided by the Employer and expenses (including internet) incurred by the ASF Member for teleworking.

Subd. 6. For employee safety, requests for ergonomic equipment shall be approved and paid for by the Employer or the ASF Member shall be reimbursed for that equipment.

Subd. 7. As part of the teleworking plan between the ASF Member and the Employer, for purposes of eligible mileage reimbursement, the ASF Member shall designate their permanent work location.

Article 12 SALARIES

Section A, Subd. 4. Position Evaluations. Positions created during the term of this Agreement will be evaluated for the purpose of assignment to a salary range. An ASF Member or supervisor may request to have a position reevaluated every **twelve (12) months** if such a request is based upon substantive changes **(25% or more)** in the position. ~~and~~ Such a request shall be acted upon unless the position has been evaluated in the previous twelve (12) month period, in which case endorsement of the request by the President's designee will be required before a reevaluation is undertaken. **If an ASF Member requests a position evaluation, the supervisor shall act on the request within four (4) weeks upon receipt of the proposed updated position description from the ASF Member.**

Section E. Duration of Salary Increases. Any salary increases provided in this Agreement shall be limited to the duration of this Agreement, and if a successor Agreement is not in effect on July 1, ~~2021~~ **2023**, ASF Members shall be compensated pursuant to the effective salaries as of June 30, ~~2021~~ **2023**, until such time as a successor Agreement is in effect.

Section G. Salaries on Promotion or Reassignment ~~Reevaluation~~ or Downgrade or Demotion or Lateral Movement.

Section G, Subd. 1. Promotion. A promotion occurs when a current ASF Member is selected to **permanently** fill a vacant position in a higher salary range **regardless of if a search was conducted**. An ASF Member assigned to fill a position in the bargaining unit in a higher salary range on an Acting or Interim basis pursuant to Article 12, Section I, Subd. 2 who is subsequently selected to fill the same position shall be deemed to have **also** been promoted. **The ASF Member will be compensated at a salary which is, at a minimum, the nearest higher salary in the new range plus ~~one (1)~~ two (2) additional steps.** This is a salary setting event as defined in Article 5.

Section G, Subd. 2. Reassignment ~~Salary Reevaluation~~.

- (a) A **reassignment salary reevaluation to a higher range** occurs when, as a result of increased levels of responsibility within a job, that job is reevaluated in accordance with the procedures set out in Section A of this article and reassigned to a higher salary range. **This is a salary setting event as defined in Article 5.** The ASF Member will be compensated at a salary which is, at a minimum, the nearest higher salary in the new range plus ~~one (1)~~ **two (2)** additional steps.
- (b) A **salary reevaluation to a lower range occurs** when a position is reevaluated in accordance with the procedures set out in Section A of this Article and is reassigned to a lower range. The ASF Member in that position will remain at the prior range and step for two (2) years, after which the ASF Member, if in the

same position and assigned the same responsibilities, will have his/her base salary reduced: (1) to the maximum step of the new range, for those who are above the maximum of the new range, or 2) to the step in the new range which is nearest to but not greater than his/her **their** current base salary, if his/her **their** salary is within the new range.

- (c) A range reassignment for a disciplinary purpose is subject to the provisions of Article 23 and not this subdivision.
- (d) An ASF Member whose current position range reassignment grandparenting resulting from the 1992 Salary Equity Student will not be subject to this subdivision. *(NOTE: THIS IS CURRENTLY SUBDIVISION 5 a-c)*

Section G. Subd. 6 5. Lateral Movement. A lateral move occurs where an ASF Member is assigned to a different position at the same university in the same range. as a result of a **an external** search process. In such situations, the ASF Member's step placement will be reviewed consistent with the factors stated in Section F of this Article, and may be modified, if justified by those factors. **This is a salary setting event as defined in Article 5.** However, at a minimum, the ASF Member's salary will remain at the same step that it was prior to the lateral move.

Section I. Subd. 6 (a). ~~One~~ Professional Excellence Award nominees submitted to the Board from each university, who do not receive the award from the Board, will **each** be honored with a lump sum award of one thousand dollars (\$1,000), less normal withholdings and deductions.

Section J, Consolidated Positions. During ~~FY2019 and FY2020~~ **FY2022 and FY2023**, if as a result of a university's permanent elimination of an ASF unit position, a current Range E ASF Member is assigned additional responsibilities that were formerly assigned to the permanently eliminated position, and such responsibilities are not reasonably covered by the current ASF Member's position description, the university may annually elect to provide appropriate additional compensation.

Section S. Overpayments. In any event that an error is made processing an ASF Member's paycheck that results in an overpayment, the ASF Member shall have the right to use the value of accrued vacation hours, earned compensatory time, and/or full personal days as a part of the repayment plan. Those values shall be deducted from the ASF Member's accruals. Depending on the amount owed, the timing of when the error is caught, and what is feasible for the ASF Member, the repayment plan timeline shall be negotiated with the Campus Employer and can extend into the following fiscal year.

Article 15 PROFESSIONAL DEVELOPMENT

Section A, Subd. 2. Funds provided by this section shall be limited to paying the cost of travel, housing, meals, registration, and related expenses associated with participating in developmental activities which promote the goals and mission of an ASF Member's department,

program or university, such as professional conferences, workshops, similar meetings, courses, and other related professional development activities. Consistent with the foregoing, the funds may be used to pay for professional memberships, fees for professional licensure required for the ASF Member's current position, books, journals, subscriptions and software. Books, journals, subscriptions, or software that are purchased in electronic form must be stored on a state-owned device. Purchases of technology, including hardware, **laptop or tablet**, that satisfy the standards of this subdivision are permissible. Professional development funds may not be used to purchase equipment that is necessary to meet the ASF Member's position requirements. All assets purchased with professional development funds are the property of the ASF Member's university. The unit may carry over any portion of its allocation from the first to the second year of the biennium, and from one biennium to the next.

Section A, Subd. 3. Beginning July 1, 2022, reimbursement rates for meals and incidentals and lodging under this section shall be determined by the U.S. General Services Administration (GSA) for continental U.S. travel and the U.S. Department of Defense (DOD) for travel outside of the continental U.S., including Alaska and Hawaii. Reimbursement rates for meals and incidentals and lodging not covered by professional development funds will be reimbursed as provided in Article 14, Section A.

EQUITY PROPOSAL

Section E, Subd. 2: The ASF Member's spouse/**domestic partner**, or dependent children shall be eligible to share this right within the limits established above, with waiver of tuition only. Eligible dependent is defined as a child (biological, adopted, step-child, or legal ward) of up to twenty-five (25) years of age.

EQUITY PROPOSAL

Section E, Subd. 3: In the event of the death of the ASF Member, the ASF Member's spouse/**domestic partner**, or dependent children shall be eligible for this right within the limits established above, for the following five (5) years, with waiver of tuition only.

Section E, Subd. 4. Some of the payments under this Section may be considered wages by the Internal Revenue Service and as such are subject to income tax withholding.

Article 16 SEVERANCE PAY AND HEALTH CARE SAVINGS PLAN

Section E. Early Separation Incentive.

Subd. 1. Eligibility. Except as provided in paragraph (c) of this subdivision, any permanent **or externally funded** ASF Member who has served at least fifteen (15) years in the Minnesota State Universities and is at least fifty-five (55) years of age ~~but less than sixty-five (65)~~ shall be eligible to apply for **the early** separation incentive.

(a) During FY ~~2020~~ **2022** and FY ~~2024~~ **2023** ASF Members who give notice of retirement shall be informed by the Employer within twenty (20) **business** days of such notice whether the retiring employee will receive the separation incentive benefit pursuant to this Section. If the Employer notifies the ASF Member that ~~he/she~~ **they** will not receive the benefit, the ASF Member shall have fifteen (15)

~~business~~ days to notify the Employer that ~~he/she is~~ **they are** rescinding the retirement notice.

(b) An ASF Member may apply for the separation incentive. The President will determine whether or not a separation incentive is appropriate for that employee's position. This decision is not subject to the grievance process.

(c) A permanent or externally funded ASF Member older than age fifty-five (55) ~~(including those age 65 or older)~~ when the individual completes the fifteen (15) years of service requirement will also be eligible to apply to receive the full benefit of one year's base salary if the ASF Member:

1. Applies within one hundred eighty (180) days after meeting the age and service requirement, and
2. The separation will occur no later than one hundred ~~and~~ eighty-one (181) days following the date for the benefit.

Any ASF Member eligible under this paragraph who does not elect early retirement during this window but chooses to apply later will be compensated under the schedule of Article 16, Section E, Subd. 2.

Subd. 2. Payment. An ASF Member qualifying for separation through resignation or early retirement except those qualifying under the provisions of Subd. 1(c) ~~above~~ shall receive payment equal to ~~his/her~~ **their** base salary minus ten (10) percent of ~~his/her~~ **their** base salary for each year beyond age fifty-five (55). The ASF Member shall receive this amount in two (2) equal payments; the first payment will be made at the time of the ASF Member's separation from employment and the second payment will be made before the earlier of the following dates:

1. **Eighteen** (18) months after the date of separation, or
2. The end of the fiscal year following the fiscal year in which the separation occurred.

~~However, if the separation payment is less than ten thousand dollars (\$10,000), it will be paid in one lump sum cash payment at the time of separation from employment.~~

These payments shall be deposited into the ASF Member's health care savings account. In the event an ASF Member who has been approved for an early separation incentive dies before the identified separation date, the incentive payment shall be made to the beneficiary designated by the ASF Member under a State retirement program, or lacking any such beneficiary, to the ASF Member's estate.

Article 17 HOLIDAYS **EQUITY PROPOSAL**

Section E. ~~Religious Holidays~~ **Religious & Cultural Holidays.** If an ASF Member wants to observe a religious **or cultural** holiday other than those identified in Section A of this Article and that religious **or cultural** holiday falls on the ASF Member's regularly scheduled workday, the

ASF Member shall be entitled to that day off to observe the religious **or cultural** holiday. An ASF Member who chooses to observe ~~such~~ a religious **or cultural** holiday shall notify the ASF Member's supervisor in writing as early as practicable prior to the religious/**cultural** holiday. At the ASF Member's discretion, the ASF Member may use vacation, accrued compensatory time, alternative holiday earned under Article 17, Section D, personal leave, or unpaid leave during absences for this purpose, or, upon mutual agreement with the supervisor, the ASF Member may make up the time so long as it does not result in the payment of overtime.

Article 18 PAID LEAVES OF ABSENCE

Section B, Subd. 1 (a) Strike the table currently on p. 68 and replace it with the detailed chart on p. 70.

Section B, Subd. 7. Vacation Conversion to Deferred Compensation

An ASF Member may choose to convert some or all of their accrued vacation leave to the State of Minnesota or Minnesota State Deferred Compensation Programs one time during each fiscal year at a time of their choosing so long as the total hours converted in a fiscal year do not exceed one hundred (100) hours.

EQUITY PROPOSAL

Section C, Subd. 3 Utilization. Sick leave shall be granted by the President/designee for absences made necessary by reason of illness or disability, including temporary disabilities, by exposure to contagious disease which may endanger the individual or the public health, or by illness in the immediate family of the ASF Member (**as defined in Article 5**), making it necessary that the ASF Member be absent from the individual's duties. ~~In the case of absence for illness of the members of the immediate family, the term "immediate family" shall be defined to include the ASF Member's spouse and the following relatives of the ASF Member of the ASF Member's spouse: parent, stepparent, child, step-child, grandchild, brother, sister, grandparent, ward, or other residents of the ASF Member's household.~~ An ASF Member who is the nonbirthing parent or is the spouse/**domestic partner** of the biological parent may use ~~five (5) days of~~ sick leave coincident with the birth of the individual's child. **An ASF Member may use sick leave to arrange for nursing or hospice care for immediate family members regardless of their location of residence.**

Section C, Subd. 5. Sick Leave as Safety Leave. As allowed under Minnesota Statute 181.9413, an ASF Member may use sick leave as safety leave for assistance for themselves or immediate family members due to instances of sexual assault, domestic abuse, or harassment or stalking.

EQUITY PROPOSAL

Section E. Bereavement Leave. The use of a reasonable period of bereavement leave, up to five (5) days per occurrence, shall be granted in case of death in the immediate family. The term "immediate family" is defined in ~~Section C, Subd. 3 in this Article~~ **Article 5**. Leave of longer than five (5) days may be granted by the President **for preparations, extended travel, and time**

needed to attend to legal matters regarding the deceased which shall be deducted from sick leave. All other bereavement leave in case of death of other relatives of the ASF Member of their spouse/~~domestic partner~~ shall be deducted from sick leave.

Article 20 NOTICE OF VACANCIES AND RIGHT TO RETURN TO THE UNIT

Section E, Subd. 3. For each ASF search, a Campus Association representative shall be allowed to meet with each search candidate during the interview process.

Section F. Position Requirements. Strike this section due to redundancy.

Article 21 GENERAL PROVISIONS

Section F. Performance Evaluations. Strike this section due to redundancy.

Article 22 PERSONNEL REDUCTION AND LAYOFF

Proposal: A joint work group will convene by June 29, 2021, to replace the existing terms of "department, program or service area" with more current terminology, compose a definition of the new terminology to be written into Article 5, determine all references in the CBA to the existing "department, program or service area" and discuss what ramifications a change in terminology will create in the CBA.

Section A, Subd. 3 (c). If there are not sufficient numbers of fixed-term, externally funded or probationary ASF Members in the particular *(department, program, or service area), to achieve the number of eliminations necessary, notice of layoff shall be given to the least senior permanent status ASF Member in the same or lower salary range in that *(department, program or service area) as the position to be eliminated. The ASF Member whose position is to be eliminated will then be reassigned to the position vacated by the least senior permanent status ASF Member in that *(department, program or service area), if ~~he or she is~~ they are qualified as determined by the President. If more than one position is to be eliminated, notice shall be given in inverse order of seniority, and reassignment to resulting vacancies shall be made as indicated above. When such reassignment results in a position to a lower range, it shall be treated as a downgrade under Article 12, Section G.

Section B, Subd. 5. Layoff List. A list of all ASF Members laid-off within the prior three (3) year period shall be maintained by the System Office. The list shall indicate if an individual has recall rights. The Association President shall be provided a copy of the list by July 15 and notified promptly of changes.

Section F. Placement Assistance. The Employer, with the Campus Association, shall select a placement consultant and provide placement services and assistance to any ASF Member who is given notice of layoff and who requests such service.

Article 23 DISCHARGE, SUSPENSION, AND DISCIPLINARY DEMOTION

Section B, Subd. 1. In the event the President/designee, believes just cause exists for an action as defined in Section A, hereof, the ASF Member President/designee shall give written notice (except in the case of an oral reprimand) of the action specifying all the reasons to the affected ASF Member. Any ASF Member who is given notice of discharge of the evidence

against the individual ~~may request~~ **shall be granted, upon request**, an opportunity to hear an explanation of the evidence against the individual, and to present their side of the story to the President/designee. The ASF Member, may, at the individual's own request, have an Association Representative present at ~~such meeting~~ **each step in the disciplinary process, including the Loudermill hearing.**

Article 24 HOUSING

Section A. Live-in. An ASF Member may be required by the Employer to live in a university-related facility as a condition of employment. **Any members of their immediate family as defined in Article 5 are also able to live with them at no additional cost to the ASF Member.**

Section C. Utilities. All utilities **including cable and internet service** (excluding long distance telephone calls) will be paid by the Employer.

Article 25 GRIEVANCE PROCEDURE

Section C Grievance Steps.

Step I. If the grievance has not been settled in the informal procedure above, it may be presented by the Association or the employee in writing to the appropriate Vice President/designee within thirty (30) ~~calendar~~ **business** days after the employee or the Association, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. The written grievance shall set forth the nature of the grievance, the facts upon which it is based, the specific section(s) of the Agreement allegedly violated and the relief requested. The parties shall, within ten (10) ~~calendar~~ **business** days of the receipt of the grievance, arrange a grievance meeting, unless another timeline for the Step I meeting is mutually agreed upon. The Vice President/designee shall respond in writing to the Association and the employee no later than fourteen (14) ~~calendar~~ **business** days after the Step I meeting.

Step II. If the grievance remains unsettled, it may be presented by the Association or the employee in writing to the university President within ten (10) ~~calendar~~ **business** days after the response from the Vice President/designee. The parties shall, within ten (10) ~~calendar~~ **business** days of the receipt of the grievance, arrange a grievance meeting, unless another timeline for the Step II meeting is mutually agreed upon. The President/designee shall respond to the Association and the employee in writing no later than fourteen (14) ~~calendar~~ **business** days after the Step II meeting.

Step III. If the grievance is still unresolved after the response of the university President/designee, it may be presented to the Chancellor/designee by the Association or the employee within fifteen (15) ~~calendar~~ **business** days after the response of the President. The parties shall, within ten (10) ~~calendar~~ **business** days of the receipt of the grievance, arrange a grievance meeting, unless another timeline for the Step III meeting is mutually agreed upon. The Chancellor/designee shall respond to the grievance no later than twenty-one (21) ~~calendar~~ **business** days after the Step III meeting.

Section D. Arbitration Procedure. If the grievance is still unresolved after the response of the Chancellor/designee the Association may, with fifteen (15) ~~calendar~~ **business** days, serve

written notice to the Chancellor/designee of its intent to submit the issue to arbitration. The arbitration proceeding shall be conducted by an arbitrator. The arbitrator shall be selected by mutual agreement of the System office and the Association within fifteen (15) ~~calendar~~ **business** days after the request to select an arbitrator. If the parties fail to mutually agree upon an arbitrator within the said fifteen (15) ~~calendar~~ **business** day period, either party may request the Bureau of Mediation Services to provide a list of seven (7) neutral arbitrators. The representatives of the Employer and the Association shall strike names and the last remaining person shall be the arbitrator. Unless otherwise agreed, a coin will be flipped to determine which party will strike the first name. Expenses for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Association; however, each party shall be responsible for compensating its own representatives and witnesses. If either party cancels an arbitration hearing or asks for a last minute postponement that leads to the arbitrator's making a charge, the canceling party or the party asking for the postponement shall pay this charge. The decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall be requested to issue his/her decision within thirty (30) ~~calendar~~ **business** days after the conclusion of the testimony and argument. If either party desires a transcript record of the arbitration proceedings, it may cause such a record to be made, providing it pays for the record. However, any party ordering a copy of the record shall pay for such copy.

Section G. General Provision. All ASF Members of the appropriate unit are free to present grievances in accordance with this Article. In this regard, it is understood that the grievant has the right to be ~~his/her~~ **their** own representative in the processing of a grievance **in Steps I, II and III**, and the Association shall not interfere with that right. **If an ASF Member chooses to represent themselves at arbitration, the ASF Member shall bear the entire cost themselves.**

Article 28 DURATION

Section A. Effective Dates. Except as otherwise provided herein, this Agreement shall become effective upon signing and shall remain in full force and effect through the 30th day of June ~~2021~~ **2023**.

APPENDICES

Appendix B Add the Letter of Understanding from October 2020 as supplement to Unit Clarification Order BMS Case No. 92-PCL-2142.

OTHER

EQUITY PROPOSAL

Change all remaining he/she to they, his/her to their and him/her to them.

Proposal: There are multiple references to the President and Chancellor throughout this CBA. The definitions in Article 5 indicate their positions or a designee. However there are places that just indicate President or Chancellor, and other places that indicate President/designee or Chancellor/designee. This should be cleaned up for consistency.

The Union reserves the right to alter and/or modify the contract proposals during the course of negotiations. All items not changed shall remain as current in effect.

