

OPEIU Local 12 - Augsburg University - Contract Ratification Vote - October 25 & 26, 2022

First Contract Outline



The bargaining team recommends voting “YES”

SALARY AND WAGES

Minimum Salary. Effective upon ratification of this Agreement, the minimum wages for all positions within the bargaining unit will be according to the following:

- All hourly (non-exempt): \$20.75/hour
- All salaried (exempt):* \$44,000 annually

*Exclusive of Area Coordinators and Assistant Coach/Athletic staff. (see Sideletter Agreement)

Longevity Increases:

- On 3rd anniversary of date of hire: 1.5%
- On 6th anniversary of date of hire: 1.0%
- On 9th anniversary of date of hire: 1.0%

Longevity increases are cumulative, are in addition to annual increases (see below), and will be paid in the first pay period following ratification of this Agreement.



SALARY AND WAGES (Annual Increases)

- Effective the first full pay period after January 1, 2023, or effective the first full pay period following ratification of this Agreement, whichever comes last, employees shall receive an annual increase of two percent (2%). If the University provides a higher cost-of-living increase to non-contract employees, the bargaining-unit members will receive the same additional increase.
- Effective the first full pay period after January 1, 2024, employees shall receive an annual increase of two percent (2%). If the University provides a higher cost-of-living increase to non-contract employees, the bargaining-unit members will receive the same additional increase.



SALARY AND WAGES (Ratification Bonus)

Ratification Bonus:

- \$400.00: Effective the first full pay period upon ratification, all bargaining-unit employees shall receive a one-time bonus.
- \$400.00. Effective the first full pay period of October 2023, all bargaining-unit employees shall receive a one-time bonus.
- Employees may elect for each payment to be made into their HSA accounts.



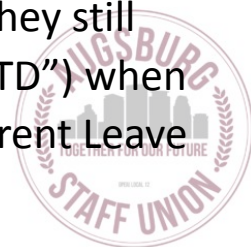
LEAVES OF ABSENCE AND SICK TIME

- Sick time provided as stated in the University's policies (accrual of 4 hours per pay period to a maximum of 960 hours, prorated for part-time employees).
- **5 Personal Use days**, drawn from an employee's sick leave balance.
- Leaves of absence provided as under federal, state, and local law, including, the Family and Medical Leave Act (FMLA), Uniformed Services Act, Minnesota Pregnancy and Parental Leave Act, voting leave, parental school leave, military leave, and unpaid medical leave.
- Personal Leave, Jury Duty Leave, and Bereavement Leave provided as stated in the University's policies.
- Union Leave: up to one (1) employee may take unpaid Union leave for up to six (6) months to work in a paid position with the Union, and may continue to remain on the University's group insurance plans.



LEAVES OF ABSENCE AND SICK TIME (Parental Leave)

New Parent Leave: An employee shall receive a **paid leave of absence of up to six (6) weeks** in the first year of becoming a parent to a newborn, newly adopted, or newly placed foster child. When possible, such leave shall be scheduled and approved in advance. The leave may be taken in up to two (2) time blocks that shall not exceed six (6) weeks in total and shall be pro-rated to an employee's FTE. The leave may be used any time within the first twelve (12) months of the date of birth or adoption or placement of a new foster child. This leave will be available to employees once they have completed probation. The Union and Employer may agree to make this leave available before the end of an employee's probation under extraordinary circumstances. This leave shall run concurrently with FMLA leave and any other leave required by law. If an employee is ineligible for or has exhausted FMLA leave, they still shall receive New Parent Leave. This leave shall supplement short-term disability ("STD") when STD is applicable. No employee may use STD for the birth of a child and take New Parent Leave at a later date.



LETTER OF UNDERSTANDING I

Job Evaluation (Reclassification)

- After one year in a position, an employee may request a job evaluation if duties no longer match job description.
- HR/Department can no longer veto a request, which can be made once per year.
- HR will complete an evaluation within 60 days. If an employee does not agree with the results, an appeal can be made to a panel made up of the VP of Strategy, the Associate VP of HR, and the area VP.
- The decision of the appeal panel can be further appealed to Arbitration.



LETTER OF UNDERSTANDING II

The parties agree to a letter of understanding regarding the following terms, effective first full pay period after ratification:

Assistant Coaches/Athletic Staff:

- Currently employed coaches are brought up to \$44,000.
- Going forward, minimum salary is \$40,000.



LETTER OF UNDERSTANDING II (continued)

Residence Life Area Coordinators.

- Currently employed OPEIU Residence Life staff will have an increase in salary of 2,500, to account for a mandatory on-call rotation and the need to park underground for safety.
- Going forward, minimum salary for residence life employees is \$38,500.
- Residence life staff who are required to live on campus will be provided a parking permit for free of charge for any of the designated staff surface parking lots, or underground parking for the normal price of surface parking.
- No Residence Life staff will be required to be on-call for more than seven (7) consecutive days in a fourteen (14) day period.
- Residence Life on-call rotation will normally be once every four weeks. If the rotation frequency increases to once every two weeks, the parties will meet to discuss possible solutions to address the increased burden on staff.



HEALTH AND WELFARE

Health Benefits Advisory Committee

Within 60 days of the ratification of this Agreement, the University shall institute a Union/Management Health Benefits Advisory Committee to review the University's benefits offerings. This committee shall be made up of equal parts OPEIU-represented staff and management representatives (not to exceed three (3) OPEIU members). Other employee groups covered by the University's group medical, dental and vision plans will be invited to participate in this Committee. Topics may include, but are not limited to, cost effectiveness and choice and design of benefit plans. This committee shall meet quarterly. This committee shall be advisory in nature.



HEALTH AND WELFARE

2023: The University is switching from Health Partners to Medica, with a 2.5% decrease in all current bimonthly premiums

2024: Employee premiums shall not go up by more than 8%

****Note:** The Union team pushed Admin to solicit competitive bids for healthcare, which avoided a 22% rate increase from Health Partners

- Dental, Vision, Life Insurance, Short-Term and Long-Term Disability, FSA/HSA Accounts: Guarantees the same benefits provided University-wide as described in the policies and procedures in effect at the time of this Agreement.



INTERNAL POSTINGS (exact language)

- Promotional opportunities and internal movement encourages career development and reduces turnover of talented and valuable staff. The University is committed to promoting career development for staff. As part of this commitment, the University intends, to the extent reasonably appropriate under the circumstances, to fill job vacancies from within the University before hiring external candidates, provided internal candidates have the required qualifications and demonstrated work experience.
- Notice of all job vacancies shall be posted on the Augsburg University careers website for a minimum of fourteen (14) calendar days. Notice of vacancies shall be published in A-Mail for the first five (5) business days of posting. Qualified employees who apply during this 14-day period shall be given first consideration for the vacancy.
- If a qualified internal candidate(s) applies, Augsburg must interview at least three (3) qualified internal candidates (or all qualified internal candidates if there are less than three (3)).
- The Employer may interview external applicants if there are no qualified internal applicants, or after the Employer has interviewed at least three (3) qualified internal applicants.
- The Employer in its sole discretion will determine the qualifications required for any open position and has sole discretion in its selection of the appropriate candidate for any open position, consistent with the provisions of this Article.
- Senior leadership, special project assignments, and temporary positions (expected to extend six (6) months or less in duration) are excluded from the provisions of this Article.



WORK HOURS AND OVERTIME

- Definitions of Regular Full-time (1.0 FTE), Regular Part-time (less than 1.0 FTE), salaried, and hourly staff.
- Hourly employee language on paid breaks (20 minutes per each four-hour work period) and unpaid meal periods (30 minutes for six or more consecutive work hours).
- Hourly employee overtime after 40 hours in a week at time and one-half (1 ½) pay. Only hours worked count toward calculating overtime (excludes paid time off).
- If management makes a temporary change in an employee schedule with less than seven (7) days of notice, the employee can choose to flex hours to a different day or choose to work more than their budgeted FTE (eg, overtime if Full-time).
- Flexible schedule language that the University supports such schedules to attract and retain talented staff, so long as employee productivity is maintained and department needs are met. Flexible work arrangements outside a department's regular operating hours may continue as described in the April 2018 Employee Handbook. Such schedules may be discontinued with thirty (30) days' notice.



MANAGEMENT RIGHTS

- Statement that the University has the sole discretion to operate and manage its affairs and direct the workforce. **This does not waive the Union's right to negotiate over employee compensation or University-wide policies that impact the bargaining unit, including revision of the Employee Handbook in affect at the time of this ratification.**
- The bargaining unit shall have a seat on the Handbook Review Committee.



UNION RIGHTS

- The Union can reserve meeting rooms to meet with staff, as long as such meetings do not interfere with work duties on work time.
- The Union shall be allowed 30 minutes to meet with a new hire without loss of pay.
- Union stewards may be designated to represent other members, and shall be given a reasonable amount of employer-paid work time to attend grievance and disciplinary meetings.
- The bargaining unit can have a seat with full voting rights on the University Council.
- Six bargaining unit members will be allowed flex time to negotiate future contracts.



UNION SECURITY

- Under federal and state law, it is a condition of employment that everyone in the Union bargaining unit must become and remain members of the Union, either, by the 31st day following the effective date of this agreement (ratification), or for future hires, on the 31st day following employment in a position covered by the Union.
- Bargaining unit employees must pay a standard initiation fee and regular monthly dues, or a service fee based on the proportion of dues related to union representational activities.
- The employer will also deduct additional voluntary Political Action Committee funds authorized by any employee, to be directed to the Union's PAC, OPEIU'S "J.B. Moss Voice of the Electorate" (VOTE) fund.



UNION SECURITY (continued)

- Dues and PAC deductions will be made from employee paychecks and remitted to the Union on a monthly basis, along with the names and amounts for whom deductions are made.
- The Union may request the termination of any employee who is not in good standing with the Union, provided the Union gives 60 days' notice to the University and employee to fix the delinquency, and substantiation that the employee was provided written notice and the opportunity and failed to cure.
- The University will provide the Union a monthly excel list of all employees in the bargaining unit, including, name, home address, worksite location, department, personal phone number, work phone number, work e-mail, personal e-mail (if available), employee ID number, initial hire date, current position date, FTE status, and salary/hourly wage, which the Union agrees to keep confidential.



SENIORITY AND LAYOFFS

- Seniority is based on original date of employment with the University.
- Seniority is lost upon:
 - Voluntary termination of employment or retirement unless the employee is rehired within one hundred eighty (180) calendar days of the employee's termination date;
 - Discharge for just cause; and
 - Laid off or absent from work for any reason for more than eighteen (18) months.
- Layoffs will first be based on the employees' skills and qualifications.
- When skills and qualifications are substantially equal, layoffs must occur by inverse seniority, within the same classification in a department.
- The University will not change a job classification title to avoid the layoff process provided in this Article.
- Affected employees will receive no less than fourteen (14) days' notice of layoff.



SENIORITY AND LAYOFFS (continued)

- If a position is open during the 14-day notice period for which an affected employee is qualified, they shall be considered a “qualified internal candidate” for the purposes of applying internally for a current vacant position.
- Temporary or contract employees shall not be used to perform the normal job duties on a regular basis (greater than six (6) months) of a regular employee who is on layoff. Student employees who remain employed after a bargaining unit layoff will not be expected to perform the majority of the work of a bargaining unit position.
- Laid off employees retain recall rights for twelve (12) months from date of layoff. Recall notice will be via email, US Mail, and phone call.
- An employee can take a voluntary layoff out of inverse seniority and be considered laid off for purposes of unemployment compensation.
- No vacancies will be filled by outside applicants if there are qualified laid-off employees who apply for a posted job within the 12 month recall period.
- An affected employee hired into a new position will have their original University date of hire credited for purposes of salary placement.



HEALTH & SAFETY

- Augsburg University and the Union are committed to providing a safe working environment for all employees. The Employer is committed to providing an environment that is free from hostile, abusive and disrespectful behavior.
- The Union may designate one (1) bargaining unit member to be a full participant on campus-wide committees related to workplace safety that include non-management participants (such as the Augsburg Safety Committee, the Augsburg Risk Management Committee, the Covid Taskforce, etc.).
- The Employer will inform an employee if the University becomes aware of a specific threat to that employee's physical safety.



PROBATIONARY PERIOD

- Probationary period of ninety (90) days, may be extended with the mutual agreement of the Union.
- Employees will be credited with seniority from their starting date upon completion of probation.



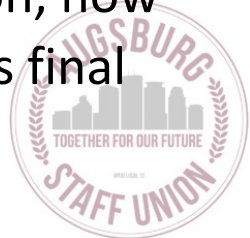
DISCIPLINE AND DISCHARGE

- The employer may only discharge employees for “Just Cause.”
- The employer must generally follow “progressive discipline,” depending on the severity of the offense. Corrective action may include: Verbal Warning, Written Warning, Performance Improvement Plan (PIP), Suspension or Final Warning, Discharge.
- Discipline shall not include performance reviews.
- **Employees shall be given the right to Union representation at any investigatory meeting that may result in discipline. (“Weingarten Rights”)**



GRIEVANCE AND ARBITRATION PROCEDURE

- Procedure for filing a dispute over the interpretation or application of the Union contract.
- Grievances must be filed within fifteen (15) work days of the occurrence, except there shall be no time limits in grievances involving sexual harassment, assault, or discrimination.
- Process: Step 1 – Informally with Supervisor, Step 2 – Human Resources, Step 3 – Arbitration.
- Language on process and time limits for proceeding to Arbitration, how an arbitrator is selected, and that the decision of the arbitrator is final and binding on both parties.



LABOR MANAGEMENT COMMITTEE (LMC)

Three (3) representatives each of Union and Management will meet quarterly to continue open communication. The meetings shall not exceed ninety (90) minutes and the employees representing the Union will be allowed to attend on paid employer time.



RECOGNITION

- Describes the Union bargaining unit as covering all full-time and regular part-time employees (except as excluded below) in the Twin Cities area, **including temporary and grant-funded staff in positions for more than six months.**
- Bargaining unit *exclusions*: Information Technology and Marketing & Communications employees working in Shared Services departments, Urban Debate League employees, The Forum on Workplace Inclusion employees, Minnesota State High School Mathematics League employees, Minnesota Campus Compact (MCC) employees, Minnesota Education Equity Partnership (MNEEP) employees, faculty, managerial employees, confidential employees, supervisors and guards as defined in the NLRA, and employees represented by other bargaining units.



TEACHING COURSES

- Employees teaching at the University will be compensated at the appropriate rate as determined by the faculty salary schedule, but will not receive lower compensation than adjunct faculty for teaching the same or substantially similar course.
- If a staff member receives written authorization in advance by the University to purchase supplies, materials and/or software for a course, they will be reimbursed. Reimbursement in all cases is contingent on the employee providing original receipts for expenses incurred and following the University's reimbursement policy.



HOLIDAYS

Employees shall be granted the following paid holidays:

- New Year's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Election Day (November)
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- Two (2) Floating Holidays



HOLIDAYS (rules around holidays)

- In the event that the University designates additional dates as paid holidays, these additional dates will also be provided to bargaining-unit members as paid holidays.
- New employees who begin between September 1 and November 30 are eligible for one (1) floating holiday in their first year of employment.
- A Residence Life employee required to be on-call on a University holiday will get an alternate paid day off.



EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION

- Augsburg University, as affirmed in its mission, prohibits discrimination on the basis of race, creed, color, religion, gender, age, national or ethnic origin, disability, military service, protected veteran status, sexual orientation, gender identity or expression, transgender status, marital status, familial status, genetic information, status with regard to public assistance, or citizenship, in its educational policies, admissions policies, employment, scholarship and loan programs, participation in athletic and/or school administered programs, membership or activity in a local commission, and any other characteristic protected by federal, state, or local law, except in those instances where there is a bona fide occupational qualification.
- It is also a violation of Augsburg's policy to retaliate against any individual for filing a complaint of discrimination or for cooperating in an investigation of alleged discrimination.
- There shall be no discrimination by the Union or the University against any employee because of membership or non-membership in the Union or because of the assertion of rights afforded by this Agreement.



PREAMBLE

- General statements about the relationship between the Union and the University, as “characterized by a spirit of professionalism, collegiality, and cooperation toward this common objective of providing an exceptional educational experience for the University’s students.”
- “The parties are committed to promoting an awareness, understanding, and respect of diverse interests, opinions, and experiences and recognize the value that such diversity has in delivering a robust and well-rounded education to every student. A culture that encourages collaboration and respect is vital to a positive work environment conducive to the success of the University’s students.”
- “We believe in effective communication, mutual respect, and meaningful involvement of University employees in working toward this common objective. The nature of our relationship is reflected in our ongoing collaboration to resolve issues of mutual interest as well as differences as they arise. We are committed to resolving disputes through such collaborative processes.”



OPEIU Local 12 Monthly Member Dues

Full Time (40 hours/week)

Two times the hourly wage, rounded up to the nearest dollar, plus \$9.50

Example: \$20.44 hourly wage x 2 = \$40.88 rounded up to the nearest dollar = \$41.00

Add designated fund plus mandated increases: \$41.00 + \$9.50 = \$50.50 total monthly dues

- ❖ **Maximum for full time is \$53 / month (increasing to \$56/month in 2023)**

Part Time (Less than 40 hours/week)

Example: 30 hours FTE / 40-hour full time requirement = 75%

\$20.22 hourly wage x 2 = \$40.88 x 75% = \$30.66, rounded up to the nearest dollar = \$31.00

Add designated fund plus mandated increases*: \$31.00 + \$9.50 = \$40.50 total monthly dues

(*not prorated for part time)

- ❖ **Minimum for part time is \$28.00/month**



TRANSFER OF CONTROL

In the event of the transfer of control from Augsburg University to any other entity, in whole or in part, the University agrees to give the Union at least three (3) weeks' notice of the effective date of such a change, in order to negotiate over the impact of such a change on the bargaining unit.



Q&A

VOTING

