

**COLLECTIVE BARGAINING AGREEMENT**

**AUGSBURG UNIVERSITY**

**AND**

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION  
(OPEIU)  
LOCAL NO. 12, AFL-CIO, CLC**

**Effective October 26, 2022 through September 30, 2024**

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## **PREAMBLE**

The parties value and respect the role of the University employees covered by this Agreement as contributors to a learning community that is committed to educating our students to be informed citizens, thoughtful stewards, critical thinkers, and responsible leaders. To that end, our relationship is 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.

## **ARTICLE 1 - RECOGNITION**

- 1.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full-time and regular part-time employees employed by the Employer in the Minneapolis-St Paul Metropolitan area campus, excluding 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 Act, and employees represented by other bargaining units.
- 1.2 In the event that the University enters into shared-service agreements for departments other than Information Technology and Marketing & Communications or enters into affiliations or joint ventures with outside organizations, the Employer agrees to provide advance notice to the Union and negotiate on whether the new employees hired into those departments or entities shall be excluded from the bargaining unit.
- 1.3 The Employer agrees to recognize the Union as the sole and exclusive collective bargaining representative for all temporary and grant-funded administrative employees who have been employed in positions that remained filled for longer than six (6) months and which are not excluded as provided in Section 1.
- 1.4 The University will provide the Union with notice in advance of creating a new bargaining unit position. In the event the University makes the determination to change the duties or qualifications of existing job classifications, it will provide the Union with ten (10) days' notice of the intended changes before they take effect. During this ten (10) day period, the Union will be invited to submit feedback regarding the changes and the University will

respond. This Section 4 shall be effective from October 26, 2022, through September 30, 2024. This Section 4 shall expire at 11:59 p.m. on September 29, 2024.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.1 Consistent with the University’s constitution and bylaws, the University and the Board of Regents retains the right to operate and manage its affairs in its sole discretion. The rights, powers and authority that the University has not specifically modified or limited in writing by the terms of this Agreement are retained solely by the University. Without limiting the foregoing, the University expressly retains the right to generally determine, plan, establish, terminate, modify, and implement, the University’s mission, programs, curricula, objectives, activities, resources, and priorities; to direct the working forces; to plan, direct and control all the operations and services of the University; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to discharge or discipline new employees with or without cause before they shall have completed their probationary period; to hire, promote, demote, suspend, discipline, and discharge for just cause; to change or eliminate existing methods, equipment or facilities; to determine job qualifications, responsibilities, and performance evaluations; and to make and enforce policies, rules and regulations on all affairs of the University, including employee performance and conduct.
- 2.2 Section 1 of this provision does not waive the negotiability of employee compensation or University-wide policies that impact the bargaining unit, including the revision of the Employee Handbook in effect at the time of ratification of this Agreement. If, during the lifetime of this Agreement, the University revises the Employee Handbook, one (1) member of the bargaining unit shall have a seat on the Handbook Review Committee. This Section 2 shall be effective from October 26, 2022, through September 30, 2024. This Section 4 shall expire at 11:59 p.m. on September 29, 2024.

## **ARTICLE 3 – UNION RIGHTS**

- 3.1 The Union shall be allowed to reserve rooms for meetings with employees on University property. Union representatives shall have reasonable access to University property, buildings and offices as necessary to carry out their responsibilities - including the right to reserve rooms for meetings. The Union agrees to comply with all University regulations and policies regarding the use of University facilities, including following proper procedures for reserving meeting rooms.
- 3.2 Unless otherwise permitted by this agreement, the Union shall not meet with employees during their working time, and bargaining-unit members shall not meet with each other during work time to conduct Union business. Such meetings will not otherwise interfere with the duties and responsibilities of employees.
- 3.3 New Hire Orientation. A Union representative or a bargaining unit member shall be allowed to meet with a new employee for up to thirty (30) minutes during the new

employee's probationary period without loss of pay for the new employee or the bargaining unit member.

- 3.4 Union members may be designated as union stewards on behalf of their other members. The Union shall provide Augsburg University a list of stewards every six months. A bargaining unit member serving as steward shall be permitted a reasonable amount of employer-paid work time to attend grievance and disciplinary meetings.
- 3.5 The bargaining unit shall select a representative that will have a seat with full voting and other rights on the University Council.
- 3.6 Union Bargaining Team. Up to six (6) bargaining unit members shall be allowed to flex their schedules to participate in negotiations.

#### **ARTICLE 4 – NO STRIKE, NO LOCKOUT**

- 4.1 There shall be no strikes, work stoppages, slowdowns or lockouts, of any kind whatsoever, during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the Grievance and Arbitration provisions of Article 12 of the Agreement.

#### **ARTICLE 5 – UNION SECURITY**

- 5.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement, shall, on the 31st day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all Employees covered by this Agreement and hired on or after its effective date, shall, on the 31st day following the beginning of such employment, become and remain members in good standing in the Union.
- 5.2 "In good standing" for the purpose of this Agreement, is defined to mean the payment of a standard initiation fee and standard regular monthly dues, uniformly required as a condition of acquiring or retaining membership in the Union. Employees who do not become Union members as provided above shall pay a service fee that shall be based on that proportion of dues that relate to Union representational activities.
- 5.3 During the life of this Agreement, the Employer shall deduct Union initiation or other authorized fees, membership dues, or non-member fair share fees during the first two pay periods of each month upon receipt of a signed payroll deduction authorization and remit said dues and/or initiation fees to the Union by the last pay period in the month following the deductions. The Union will provide the University a suitable form for the authorization of this payroll deduction. The University shall include that form in the initial employment packet given to a new staff member.
- 5.4 The Employer will deduct contributions to OPEIU'S "J.B. Moss Voice of the Electorate"

(VOTE) fund from the wages of any employee who voluntarily provides the Employer with a written authorization. The Employer will send all such deductions to the Union. Any employee who has authorized deductions for the VOTE fund may revoke that authorization at any time in writing.

- 5.5 The Employer will include a list of the names for whom deductions are made, along with employee deduction amounts, for all remittances to the Union for initiation or other authorized fees, membership dues, non-member fair share fees, and/or “J.B. Moss Voice of the Electorate” (VOTE) fund contributions.
- 5.6 The Union may request the termination of an employee who is not in good standing with the Union, pursuant to this Article. The University shall comply with such request of the Union provided that the following conditions are met: i) The Union gives actual notice of the employee’s deficiency simultaneously to the University and to the employee, who will be afforded at least sixty (60) days to cure their failure to be in good standing; and ii) due notice and substantiation provided in writing to the University that such employee has been given such notice and the opportunity and failed to cure. The Union shall indemnify and hold harmless the University from any and all claims of an employee who is impacted at the request of the Union made pursuant to this article. In addition, the Union agrees that such action occasioned by its request in this Section may not be the basis of a Grievance under this Agreement, nor may such action be the subject of a claim by the Union for violation of this Agreement in any other forum.
- 5.7 The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other form of liability as may arise out of or by reason of action taken or not taken by the Employer in compliance with the provisions of this Article and related requests of the Union.
- 5.8 The University will provide the Union an electronic list in Excel format of all employees covered by this Agreement immediately upon ratification of this Agreement and monthly thereafter. The Union agrees to maintain as confidential the information provided by the University under this Article. The list shall include the following information: 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.

## **ARTICLE 6 – LABOR MANAGEMENT COMMITTEE**

- 6.1 It is recognized that matters other than formal grievances may arise which may be appropriate to discuss in labor management meetings. In order to provide means of continuing communication between the parties, a Labor Management Committee (LMC) shall be established with an equal number of representatives of the Union and Management. Each party shall designate up to three (3) representatives to participate in the LMC. There shall be an LMC meeting within sixty (60) calendar days following ratification of this Agreement and quarterly thereafter. Additional meetings may be scheduled by mutual agreement, and regular meetings also may be cancelled by mutual agreement.

- 6.2 Each party shall endeavor to propose agenda items one (1) week prior to each meeting. If neither party has any agenda items, the LMC meeting shall be canceled.
- 6.3 Members of the LMC selected by the local union leadership to serve on the LMC will be meeting for all hours spent in meeting time at their regular rate of pay. The meetings shall not last longer than ninety (90) minutes, unless extended by mutual agreement. Neither the Employer nor the Union shall waive any rights under law or under this Agreement by the discussion or disposition of any issue brought to the committee.
- 6.4 The LMC shall have no power to modify the terms of this Agreement or adjust grievances.

## **ARTICLE 7 – WORK HOURS AND OVERTIME**

### **7.1 Definitions.**

Regular Full-Time Staff: Budgeted 1.0 full-time equivalent (FTE) position of 2080 hours per year.

Regular Part-Time Staff: Budgeted FTE position of less than 1.0.

- 7.2 **Salaried Employees.** Employees who work in exempt positions are paid on a salary basis and are ineligible for overtime pay. Salaried employees are expected to manage their work schedule to accomplish the duties of the position may be required to work more than forty (40) hours in a workweek, including nights and weekends.

- 7.3 **Hourly Employees.** The normal work week for full-time employees shall consist of forty (40) hours. Employees shall receive one paid rest break of up to a maximum of twenty (20) minutes during each four-hour work period. Employees who work at least six (6) consecutive hours may, at the employee's option, take a 30-minute unpaid and uninterrupted meal break. Employees who work at least eight (8) consecutive hours are required to take a 30-minute unpaid and uninterrupted meal break.

- 7.3.1 All work performed by hourly employees in excess of forty (40) hours per week shall be paid one and one-half (1½) times their regular rate of pay for all hours worked.

- 7.3.2 Only hours actually worked shall be counted towards hours worked for purposes of calculating overtime pay. Vacation and sick hours and/or any and all other forms of paid leave shall not count as hours worked for purposes of calculating overtime.

- 7.3.3 The Employer has the right to assign and modify employees' schedules. If the Employer makes a temporary change (*e.g.*, requiring the employee to work an additional or different shift in the workweek) to an employee's schedule with less than seven (7) days of notice, the employee will have the choice between flexing

their hours to a different day off, or choosing to work more than their budgeted FTE hours.

7.4 **Flexible Schedules.** The University recognizes the value of flexible work arrangements to attract and retain talented staff. The University supports work schedules that allow for flexibility for a staff member so long as the staff member's productivity is maintained and the department's needs are met.

7.4.1 Each department sets their regular operating hours. Employees and their supervisors may agree to flexible work arrangements outside of a department's regular operating hours, as such arrangements are described in the April 2018 Employee Handbook. The University reserves the right to discontinue a flexible staffing arrangement if the arrangement no longer meets the department or the University's needs or if the employee's work product is not maintained. In the event the University discontinues the arrangement, it will provide the employee with thirty (30) days' notice.

## **ARTICLE 8 – INTERNAL POSTINGS**

8.1 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.

8.2 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.

8.3 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)).

8.4 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.

8.5 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.

8.6 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.

## **ARTICLE 9 – PROBATIONARY PERIOD**



- 9.1 Upon commencement of employment, all employees shall serve a probationary basis period for a period of ninety (90) days from the date of hire. The Employer may, with mutual agreement of the Union, extend the probationary period.
- 9.2 Upon completion of the probationary period, employees will be credited with seniority from their starting date. During the term of the ninety (90) day probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Probationary employees may be discharged at the sole discretion of the Employer, with or without cause, and without recourse under this Agreement.

## **ARTICLE 10 – SENIORITY AND LAYOFFS**

- 10.1 **Definition.** Seniority for all purposes under this Agreement shall be determined by an employee's original date of employment with the University. In the event of identical hire dates, the last four digits of the employees' social security numbers will be referred to and higher seniority will be based on the higher four-digit numbers.
- 10.2 **Loss of Seniority.** An employee's seniority shall be lost for the following reasons:
  - 10.2.1 Voluntary termination of employment or retirement unless the employee is rehired within one hundred eighty (180) calendar days of the employee's termination date;
  - 10.2.2 Discharge for just cause; and
  - 10.2.3 Laid off or absent from work for any reason for more than eighteen (18) months.
- 10.3 **Layoffs.**
  - 10.3.1 In reducing the number of employees, the University shall determine the number of positions and types of positions that will be reduced. Reductions shall be made based on the needs of the organization as determined by the University.
  - 10.3.2 The University will provide an affected employee with not less than fourteen (14) calendar days' notice of any layoff or pay in lieu thereof.
  - 10.3.3 If the University implements layoffs, the determination of which employees shall be laid off will be first based on the employees' skills and qualifications.
  - 10.3.4 When the University determines that these factors are substantially equal, seniority shall be used in determining which employees within the same classification in a department will be laid off. When seniority is the determining factor, layoffs shall be in the inverse order of seniority by department classification. The last employee hired into a department within a single job classification title shall be the first employee laid off.

- 10.3.5 The University will not change a job classification title to avoid the layoff process provided in this Article.
- 10.3.6 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 Article 8 for a current vacant position.
- 10.3.7 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.
- 10.3.8 Employees on layoff status shall retain recall rights for a maximum of twelve (12) months from the date of the layoff. Employees shall be recalled from layoff in the reverse order of layoff based on the needs of the University. Employees recalled from layoff will be given fourteen (14) calendar days’ notice of the recall via e-mail and U.S. Mail. Within forty-eight (48) hours of the notice being sent, the employer will also call an employee who is notified of a recall opportunity to ensure receipt of the email/U.S. Mail notices. Employees on recall status must provide the University with their most current email, phone number, and mailing addresses.
- 10.3.9 In the event that a recalled employee fails to make themselves available for work at the end of the 14-day period, the employee shall lose the right to be recalled to their former position.
- 10.3.10 Any employee may elect to take a voluntary layoff out of inverse seniority order and shall be considered as laid-off for purposes of unemployment compensation.
- 10.3.11 No vacant or new jobs 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. Open positions will be posted internally and externally so that they may be viewed by a laid-off employee with recall rights.
- 10.3.12 An employee who was laid off or who received notice of layoff and who is hired into a new position will have their University seniority (original date of hire with Augsburg) credited for purposes of salary placement in the new position.

## **ARTICLE 11 – DISCIPLINE AND DISCHARGE**

- 11.1 **Just Cause.** The right to discharge or discipline an employee is at the sole discretion of the Employer, except that no discipline or discharge shall be implemented without just cause.

It is expressly understood and agreed that examples of misconduct for which immediate termination may occur are provided in the Employee Handbook. Employees who engage

in the listed offenses shall be considered to have engaged in conduct that is grounds for discharge. It is understood that the list of prohibited conduct in the Employee Handbook is not intended to be all-inclusive and that other employee misconduct not listed may be grounds for discharge.

Nothing contained in the above paragraph limits the Union's right to file a grievance under Article 12.

- 11.2 **Suspension Pending Investigation.** The Employer may place an employee who is the subject of an investigation on an unpaid investigatory suspension. The Employer may also choose, in its sole discretion, to place an employee on paid administrative leave. It is understood that such investigatory suspension does not constitute disciplinary action unless later converted to such by the Employer. If the investigation does not result in a disciplinary suspension or termination, the employee will be paid for any lost work hours that were scheduled while the employee was on the investigatory suspension.
- 11.3 **Corrective Action.** While the Employer will generally follow progressive discipline, where appropriate, steps in any progressive discipline process may be skipped and more severe discipline, up to and including discharge, may be imposed depending upon the seriousness of the offense. It is understood that issues involving serious misconduct will involve stronger corrective action. Corrective Action may include the following:
- Verbal Warning
  - Written Warning
  - Performance Improvement Plan (so long as Performance Improvement Plans are identified as corrective action in the Employee Handbook)
  - Suspension or Final Warning
  - Discharge

Employees who are placed on a Performance Improvement Plan (PIP) are expected to continue to work under the performance expectations provided in the PIP, regardless of whether they file a grievance over the issuance of the PIP or any portion thereof.

- 11.4 Discipline for purposes of this Article shall not include performance reviews.
- 11.5 **Union Representative.** An employee shall be given the opportunity to have a Union representative or steward present at any investigatory meeting that may result in discipline. An investigatory meeting shall not be unreasonably delayed in the event a Union representative is unavailable.

## **ARTICLE 12 – GRIEVANCE AND ARBITRATION PROCEDURE**

- 12.1 **Definition of Grievance.** A grievance is defined as a dispute or disagreement as to the interpretation, application or claimed violation of the specific terms and express written provisions of this Agreement.

12.2 Discipline/Corrective Action at the Verbal Warning level shall not be subject to the Arbitration procedures of this Article.

12.3 **Timelines.**

- a. Where used in this Article, “work days” shall be defined as Monday through Friday, excluding holidays.
- b. In computing any period of time prescribed or allowed by procedures herein, the date of the act or event for which the period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a legal holiday, in which case the period runs until the end of the next day that is not a legal holiday.
- c. The filing or service of any notice or document herein shall be timely if it is personally delivered or if it bears a canceled postmark of the U.S. Postal Service or an e-mail time stamp confirming date of delivery within the required time period.
- d. Time Limits: The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived, and forfeited and it shall not be submitted to arbitration.
- e. Extension and Waiver of Timelines: All time limits herein may be extended by mutual agreement expressed in writing, including in electronic form.
- f. There shall be no grievance time limits in grievances involving sexual harassment, assault, discrimination on the basis of sex, race, color, national or ethnic origin, religious belief, age, disability, gender, sexual orientation, gender identity or expression, marital status, familial status, pregnancy, citizenship, creed, genetic information, veteran status, status with regard to public assistance, membership in a local human rights commission, or any other legally protected status.

12.4 **Grievance Procedure.** The steps in the grievance procedure are as follows:

12.5 **STEP 1.** The Employee, with or without a steward, will informally discuss the grievance with the Employee’s immediate supervisor.

12.6 **STEP 2.** If the grievance is not resolved under Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the Agreement and shall be received by the Employer’s Human Resource Department. The written grievance must be received by the Employer within fifteen (15) work days following the date of occurrence, or within fifteen (15) work days of the date that the Employee, through the use of reasonable diligence, should have had knowledge of such occurrence.

12.6.1 Within twenty (20) work days following receipt of the grievance by the Employer, representatives of the Employer and the Union shall meet in an attempt

to resolve the grievance. The Employer shall reply in writing to the Union within thirty (30) work days after the date of the Step 2 meeting. If the Employer does not respond in writing within thirty (30) work days, the grievance will be deemed denied. The time for the Step 2 meeting and the Employer's response may be extended by mutual agreement.

12.7 **STEP 3 ARBITRATION.** In the event the grievance is not settled in Step 2 of this Article, and in any event not later than twenty (20) work days after receipt of the Employer's written response from the Step 2 meeting, either the Union or the Employer shall have the right to submit the grievance to arbitration.

12.7.1 The Employer and the Union shall attempt to agree on a neutral arbitrator, who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a "Metropolitan" list of nine (9) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The parties shall proceed to select an arbitrator alternatively striking names from the list. The parties shall flip a coin to see who shall strike first.

12.7.2 The party that demanded arbitration shall be required to contact the selected arbitrator within 30 work days of their selection for the purpose of obtaining a hearing date or the matter will be considered time-barred and shall not proceed. The preceding may be waived by mutual consent.

12.7.3 Only the Union or the Employer shall have the right to take a grievance to arbitration.

12.7.4 The arbitrator shall meet at a time and place agreeable to the parties, and proceed to hear the parties and the witnesses as soon as is reasonably possible. The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of the Agreement. The award of the arbitrator shall be confined to the issues raised in the grievance, and the arbitrator shall have no power to decide any other issues. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union. The award of the arbitrator shall be final and binding upon the Union, the Employer and the individual Employee filing the grievance.

12.8 The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties.

## **ARTICLE 13 – HEALTH & SAFETY**

13.1 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.

It shall be the policy of the Parties that safety, the protection of work areas, adherence to necessary safety practices, and the prevention of work-related injuries are a continuing and integral part of their shared, every-day responsibilities. To that end, 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.).

13.2 The Employer will inform an employee if the University becomes aware of a specific threat to that employee’s physical safety.

**ARTICLE 14 – TEACHING COURSES**

14.1 Eligible employees may teach a course using the procedures and processes that are made available to non-bargaining unit employees of the Employer, as described in the University’s policies and procedures.

14.2 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.

14.3 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.

**ARTICLE 15 – INSURANCE BENEFITS**

15.1 **Medical Insurance.** Except as otherwise provided below, the Employer shall provide to eligible employees covered by this Agreement the same medical insurance that is made available to non-bargaining unit employees of the Employer, as described in the University’s policies and procedures.

15.1.1 Employees electing a low-deductible plan will contribute at the same rate as non-bargaining unit employees, but in no event more than the following premium percentage in calendar years 2023 and 2024:

15.1.2 **Medica Passport – Low Deductible Employee Premium Share**

Employee only	23%
Employee + spouse/partner	34%

Employee + children/dependents	35%
Family	35%

**15.1.3 Medica Park Nicollet First – Low Deductible Employee Premium Share**

Employee only	25%
Employee + spouse/partner	38%
Employee + children/dependents	39%
Family	39%

15.1.4 Employees electing a high-deductible plan will contribute at the same rate as non-bargaining unit employees, but in no event more than the following premium percentage in calendar years 2023 and 2024:

**15.1.5 Medica Passport – High Deductible Employee Premium Share**

Employee only	15%
Employee + spouse/partner	29%
Employee + children/dependents	30%
Family	29%

**15.1.6 Medica Park Nicollet First – High Deductible Employee Premium Share**

Employee only	17%
Employee + spouse/partner	38%
Employee + children/dependents	33%
Family	32%

- 15.1.7 **2024 Plan Year:** Employees' premiums shall not go up by more than eight percent (8%) in calendar year 2024.
- 15.2 **Dental Insurance.** The Employer shall provide to eligible employees covered by this Agreement the same dental insurance that is made available to non-bargaining unit employees of the Employer, as described in the University's policies and procedures. During the term of this Agreement, the University will continue to offer dental insurance.
- 15.3 **Vision Insurance.** The Employer shall provide to eligible employees covered by this Agreement the same vision insurance that is made available to non-bargaining unit employees of the Employer, as described in the University's policies and procedures. During the term of this Agreement, the University will continue to offer vision insurance.
- 15.4 **Health and Flexible Spending Accounts (FSA/HSA).** The Employer shall provide to eligible employees covered by this Agreement the same HSA or FSA that is made available to non-bargaining unit employees of the Employer, as described in the University's policies and procedures. During the term of this Agreement, an employee's ability to contribute to an HSA or FSA shall not be less than provided in the Employee Handbook at ratification.
- 15.5 **Life Insurance.** The Employer shall provide to eligible employees covered by this Agreement the same life insurance that is made available to non-bargaining unit employees of the Employer, as described in the University's policies and procedures. During the term of this Agreement, the University's contributions shall not be less than provided in the Employee Handbook at ratification.
- 15.6 **Short-Term Disability Policy and Long-Term Disability Insurance.** The Employer shall provide to eligible employees covered by this Agreement the same short-term and long-term disability insurance that is made available to non-bargaining unit employees of the Employer, as described in the University's policies and procedures. During the term of this Agreement, the University's contributions to long-term disability insurance and the levels of benefits provided for short-term disability shall not be less than provided in the Employee Handbook at ratification.
- 15.7 **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.

#### **ARTICLE 16 – VACATION**

- 16.1 Except as otherwise provided below, the Employer shall provide to eligible employees covered by this Agreement the same vacation policy that is made available to non-bargaining unit employees of the Employer, as described in the University's policies and procedures. During the term of this Agreement, the vacation accrual rate shall not be less than provided in the Employee Handbook at ratification and the annual accrual cap shall be 120 hours.

#### **ARTICLE 17 – RETIREMENT**

- 17.1 The Employer shall provide to eligible employees covered by this Agreement the same retirement benefits made available to non-bargaining unit employees of the Employer, as described in the University's policies and procedures. During the term of this Agreement, the University's contribution shall not be less than provided in the Employee Handbook at ratification.

#### **ARTICLE 18 – HOLIDAYS**

- 18.1 The Employer shall provide paid recognized holidays to employees covered by this Agreement pursuant the same holiday policy that is made available to non-bargaining unit employees of the Employer.
- 18.2 **Recognized Holidays.** Full-time employees will be granted eight (8) paid hours at their regular rate of pay. If the Employer requires an employee to work on a University holiday the employee will get an alternate paid day off. A Residence Life employee required to be on-call on a University holiday will get an alternate paid day off. Holiday pay will be pro-rated to an employee's FTE.
- 18.3 When a recognized holiday falls on a Saturday or Sunday, the holiday will be observed on Friday or Monday, as determined by the University.
- 18.4 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

- 18.5 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.
- 18.6 **Floating Holidays.** Employees shall be granted two (2) floating holidays each calendar year, pursuant to the floating holiday policy that is made available to non-bargaining unit employees of the Employer. New employees who begin between September 1 and November 30 are eligible for one (1) floating holiday in their first year of employment. New employees who begin work on or after December 1 are not eligible for a floating holiday in their first year of employment.

#### **ARTICLE 19 – LEAVES OF ABSENCE AND SICK TIME**

- 19.1 **Paid Sick Time.** Except as otherwise provided below, the Employer shall provide to eligible employees covered by this Agreement the same paid sick time policy that is made available to non-bargaining unit employees of the Employer, as described in the University's policies and procedures. During the term of this Agreement, the accrual rate for sick time shall not be less than 4 hours per pay period and the maximum accrual is nine hundred sixty (960) hours. Sick time accrual is pro-rated to an employee's FTE.
- 19.2 **Sick Leave for Personal Use.** Benefit-eligible staff may use up to five (5) days (40 hours) of their available sick time for personal time off, pursuant to the University's policies and procedures. Sick leave for personal use is pro-rated to an employee's FTE.
- 19.3 **Leaves of Absence.** The Employer will provide eligible employees with any leave required by federal, state, and local law, including, but not limited to, the Family Medical Leave Act, the Uniformed Services Employment and Reemployment Rights Act, the Minnesota Pregnancy and Parental Leave Act, voting leave, parental school leave, military leave, and unpaid medical leave. Any leaves will run concurrently to the greatest extent possible.
- 19.4 **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.

- 19.5 **Personal Leave.** The Employer will offer personal, unpaid leaves of absence to eligible bargaining unit employees on the same terms and under the same conditions as made available to non-bargaining unit employees of the Employer, as described in the University’s policies and procedures.
- 19.6 **Jury Duty Leave.** The Employer will provide jury duty leave to bargaining unit employees on the same terms and under the same conditions, as made available to non-bargaining unit employees of the Employer, as described in the University’s policies and procedures.
- 19.7 **Bereavement Leave.** Upon the death of an immediate family member, the Employer will provide up to three (3) days of paid bereavement leave. In the event of the death of a child, partner, spouse or parent, the Employer will provide up to five (5) days of paid bereavement leave. Additional time off may be taken using accrued vacation time or leave without pay with manager approval.

For the purposes of this section, an immediate family member is defined as the employee's spouse/domestic partner; legal guardian or de-facto parent; parent or parent-in-law; child or child-in-law; sibling or sibling-in-law; grandchild or grandparent, including great-grandchild and great-grandparent; aunt or uncle; and niece or nephew. Step-family members are included in this definition.

- 19.8 **Union Leave.** An employee who is elected or officially appointed to a paid position in the Union which position requires absence from the University’s service shall be granted a leave of absence for up to six (6) months without pay per calendar year. The Union shall give the Employer as much notice as possible, but no less than fourteen (14) days’ notice of a Union leave of absence. Upon return from Union leave, the University may return the employee to their position or a similar position with equivalent pay. An employee on Union leave will not accrue any form of paid time off while on leave but will continue to accrue seniority. If the employee chooses, they may opt to remain on the University’s group health insurance plan and pay both the employer and employee portions of the premiums. An employee may use accrued vacation or unpaid leave for the duration of the union leave. No more than one (1) employee may be on Union leave at any time without Employer approval, and the Employer reserves the right to refuse a request for legitimate business reasons.
- 19.9 **Other Leaves.** Employees shall be entitled to all other leaves on the same terms and under the same conditions as made available to non-bargaining unit employees of the Employer, as described in the University’s policies and procedures.

## ARTICLE 20 – SALARY AND WAGES

- 20.1 **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.

20.1.1 The wage rates set forth in this Section 1 are minimum rates. The University may, in its sole discretion, provide a higher wage to a new employee at the time of hire without having to pay the same amount to every employee in the same classification.

20.2 **Longevity Increases.** On the third (3rd) anniversary of date of hire, each employee shall receive a one and a half percent (1.5%) increase to the employee's base pay. On the sixth (6th) anniversary of date of hire, each employee shall receive a one percent (1%) increase to the employee's base pay. On the ninth (9th) anniversary of date of hire, each employee shall receive a one percent (1%) increase to the employee's base pay. Longevity increases at each applicable year (3, 6, 9 years) shall be cumulative, and shall be separate and in addition to any other increases provided for in this agreement. Effective the first full pay period following ratification of this Agreement, current employees' salaries will be increased according to their tenure with the University.

### 20.3 **Annual Increases**

20.3.1 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.

20.3.2 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.

20.4 **Ratification Bonus.** Effective the first full pay period upon ratification, all bargaining-unit employees shall receive a one-time bonus of \$400.00. Effective the first full pay period of October 2023, all bargaining-unit employees shall receive a one-time bonus of \$400.00.

20.4.1 Employees may elect for each payment to be made into their HSA accounts.

20.5 Calculations of wages after ratification shall be as follows (1) Longevity bonus, (2) bring up to minimum, (3) Annual increases.

**ARTICLE 21 – EQUAL EMPLOYMENT OPPORTUNITY AND  
NONDISCRIMINATION**

- 21.1 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. Employees may use the complaint process without fear of retaliation from managers or others against whom a complaint may be lodged. Retaliation against any member of the community for good-faith participation in the complaint and investigation process is a violation of University policy. Retaliation will not be tolerated and will be subject to University disciplinary procedures up to and including termination.

- 21.2 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.

**ARTICLE 22 – SEPARABILITY**

- 22.1 If any provision of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency that has jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect, to the same extent as if the invalid provision had never been part of the Agreement. In such an event, the remainder of this Agreement shall continue to be binding upon the parties to it.

**ARTICLE 23 – TRANSFER OF CONTROL**

- 23.1 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.

**ARTICLE 24 – DURATION AND RENEWAL OF AGREEMENT**

- 24.1 Except as otherwise provided, this Agreement shall be in effect from October 26, 2022, through and including September 30, 2024. This Agreement shall remain in full force and effect from year to year thereafter, unless either party shall notify the other party, in writing,

at least ninety (90) days prior to September 30, 2024, or September 30 of any year thereafter of its intention to change, modify or terminate this Agreement.

THE PARTIES HAVE ENTERED INTO THIS COLLECTIVE BARGAINING AGREEMENT INTENDING TO BE BOUND. THE SIGNERS BELOW HAVE AUTHORIZED THEIR ELECTRONIC SIGNATURES BELOW AS CONFIRMATION OF THEIR RESPECTIVE PARTY'S INTENTION TO BE BOUND BY THIS AGREEMENT.

Date: 01/25/2023

**Augsburg University**

*Dawn Miller*

\_\_\_\_\_  
Dawn Miller, Associate Vice President  
Human Resources

*Catherine Bishop*

\_\_\_\_\_  
Catherine Bishop, J.D., Vice President  
Student Experience and Success

Date: 01/25/2023

**OPEIU LOCAL 12**

*Natalie Jacobson*

\_\_\_\_\_  
Natalie Jacobson, Negotiating Committee

*Michael Bloomberg*

\_\_\_\_\_  
Mike Bloomberg, Negotiating Committee

*Maren L. Stoddard Mack*

\_\_\_\_\_  
Maren Stoddard Mack, Negotiating Committee

*Christopher Bogen*

\_\_\_\_\_  
Christopher Bogen, Negotiating Committee

*Elizabeth H. Charnell*

\_\_\_\_\_  
Elizabeth Charnell, Negotiating Committee

*Sascha Eisner*

\_\_\_\_\_  
Sascha Eisner, Senior Union Representative

## **Letter of Understanding 1**

### **Subject: Job Evaluation**

During the course of negotiations for a first Collective Bargaining Agreement, the parties agreed to the following Letter of Understanding regarding employee job evaluation requests.

The procedure described below shall remain in full force and effect from October 26, 2022, to September 30, 2024, and shall sunset on that date unless renewed by mutual agreement.

### **Job Evaluation Requests**

An employee new to their position will receive a copy of their job description upon hire. The appropriate supervisor will review the description with the employee.

If an employee has worked under a job description for more than one year, an employee may request that their supervisor submit a job evaluation request to Human Resources. No employee may request such a review more than once every other year.

In the event a supervisor declines to submit an evaluation request on behalf of the employee, any employee job evaluation request under this procedure may still be sent to Human Resources for evaluation no more than once every other year.

### **Process**

Once a job evaluation request has been submitted, Human Resources will request the following from the employee and/or their supervisor:

- Evidence of substantive changes in job responsibilities or scope of position. Job responsibilities include the range of work an employee has decision-making authority over and is not simply a change in daily tasks or work assignments.
- An explanation of when and why the employee believes their job responsibilities have changed so as to warrant a revision of the job description, job title, and/or compensation.

Human Resources will compare the employee's submission of new job responsibilities to the original job description and to other similar positions on campus and make a determination as to whether the new responsibilities have changed sufficiently to indicate a change in job description, job title, and/or compensation.

### **Timeline**

HR will complete the job evaluation within sixty (60) days of receipt of the job evaluation request.



## **Appeal**

If an employee does not agree with the job evaluation determination, the employee may file a written appeal and shall be granted, upon request, a meeting before an appeal panel consisting of the Vice President of Strategy, the Associate Vice President of Human Resources, and the area Vice President within thirty (30) days of receiving notice of the determination of Human Resources. The employee may be represented by the Union during the appeal process. The appeal panel will review the appeal and issue a decision within thirty (30) days.

The decision of the appeal panel may be appealed, via a written grievance, pursuant to Article 12.7 STEP 3. In the event that a grievance under this Letter of Understanding is submitted to arbitration, the arbitrator's authority is limited to the following: denying the grievance, ordering the Employer to restructure the job description, job title, and/or compensation, or instructing the Employer to ensure the employee is working within the scope of their job description.

## **Effective Date**

If a job title or salary change is approved by the University, it will be effective in the first full pay period following Human Resources' determination.

## LETTER OF UNDERSTANDING 2

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.

### Residence Life Area Coordinators.

- Currently employed area coordinators are brought up to \$38,500.
- Going forward, minimum salary for residence life employees is \$38,500.
- Elizabeth Charnell receives \$2,500 increase to current salary.
- 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.