ADDENDUM AGREEMENT

BETWEEN

THE UNIVERSITY OF MINNESOTA

AND

LOCAL 292 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
(Radio and Broadcast Technicians)

Effective

June 17, 2024 through June 30, 2027

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I. RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees of the University of Minnesota employed in the following classifications whose employment exceeds the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week and who are employed more than sixty-seven (67) working days in any calendar year but excluding students, managerial, supervisory, and confidential employees and other employees excluded by Minnesota Statutes.

Class Number	Class Title
8607	Senior Radio and TV
8606	Broadcast Technician
	Radio and TV Broadcast
	Technician

II. UNION SECURITY

Section 1. Check-off. The Employer agrees to deduct Union membership dues from the earnings of any employee covered by this Agreement, provided the Union submits to the Employer a written request for such deductions, signed by the employee.

Section 2. Check-off Cancellation. Union membership dues deductions for an employee once authorized shall continue until the Employer receives a written request from the employee and the Union to discontinue such deductions.

Section 3. Fair Share. Upon the request of the Union, the Employer shall deduct a fair share fee from the wages of Employees who are not Union members as required by law.

Section 4. Indemnification. The Union agrees to indemnify and save the Employer harmless against all claims that may arise out of or by reason of action by the Employer in reliance upon the "authorization of payroll deductions" specified in this Article, Sections 1, 2, and 3.

Section 5. Stewards. The Employer agrees that during working hours, on the Employer's premises, a designated Union Steward shall be allowed reasonable time off with pay, which does not interfere with their normal duties or other employees' duties to:

Post Union notices and announcements;

Transmit communications authorized by the local Union or its officers to the Employer;

Process grievances, including securing related documents from the employer.

III. EMPLOYER AUTHORITY

The Employer retains the sole right to operate and manage all personnel, facilities,

equipment and operating supplies; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the

organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this agreement.

Any term and condition of employment not specifically established or modified by this agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

IV. DISCRIMINATION AND POLITICAL ACTIVITY

Section 1. Discrimination. Discrimination on the basis of race, color, religion, sex, including sexual harassment, marital status, sexual orientation, public assistance status, disability, age, national origin, veteran status, political opinions, or affiliation with any union or other organization representing the interest of public employees is forbidden by the University of Minnesota.

It is unlawful for any person in the University of Minnesota service, on the basis of prohibited discrimination, to (1) refuse to hire an individual; (2) maintain a system of employment that unreasonably excludes an individual from employment; (3) discharge an individual; or (4) discriminate against an individual with respect to hire, employment terms, promotion, or privileges of employment. A person in the University of Minnesota service may not encourage or compel, or attempt to encourage or compel, any action forbidden by the University.

Section 2. Political Activity. No employee shall be required to pay or be allowed to solicit or receive any assessment, contribution, or subscription for political purposes whatsoever during work hours. No officer or employee shall directly or indirectly use the officer's or employee's authority or official influence to compel any officer or employee to apply for membership in or become a member of any political organization; or to pay or promise to pay any assessment, subscription, or contribution; or to take part in any political activity.

V. SCOPE OF WORK

This agreement covers all operations and/or maintenance work which has been historically performed by Radio and Television Broadcast Technicians at KUOM Radio, KUMD Radio and Classroom Engineering.

No part of this agreement shall be interpreted to exclude University employees in other job classifications from performing similar work, if such work has traditionally been performed by employees in these other job classifications.

As new equipment and procedures which substitute, supplement or augment the usual and traditional work of Radio arid Television Broadcast Technicians are utilized in the future, the parties agree to meet and confer concerning the assignment of personnel to perform the operations. However, personnel covered by this contract will be assigned to maintaining such new equipment consistent with past practices.

VI. SALARIES

Section 1. Salary Ranges.

The salary ranges for the classifications covered by this agreement are listed below. On June 17,2024, all employees whose pay rates fall within the pay ranges in CLASS 8606 - Radio and Television Broadcast Technicians and CLASS 8607 - Senior Radio and Television Broadcast Technicians will receive a 3% general wage increase.

CLASS 8606 - RADIO AND TELEVISIONBROADCAST TECHNICIAN

	Effective 6/17/2024**
0-12 months	15.72
13-24 months	18.39
25-36 months	19.84
37-48 months	21.32
thereafter	23.42
10 year rate	24.59

CLASS 8607 - SENIOR RADIO AND TELEVISION BROADCAST TECHNICIAN

	Effective 6/17/2024**
0-12 months	19.97
13-24 months	23.34
25-36 months	26.64
37-48 months	29.98
thereafter	33.30
10 year rate	35.34

**Effective the first full payroll period FY 2025, the salary pool will be the same percentage for Employees in this Bargaining Unit as that for Civil Service Employees.

**Effective the first full payroll period FY 2026, the salary pool will be the same percentage for Employees in this Bargaining Unit as that for Civil Service Employees.

**Effective the first full payroll period FY 2027, the salary pool will be the same percentage for Employees in this Bargaining Unit as that for Civil Service Employees.

Section 2. Shift Differential.

Employees working any assigned shift that begins before 6:00 A.M. or which ends on or after 7:00 P.M. shall receive a differential of sixty cents ($ .60) per hour for all hours worked on that shift in addition to their regular rate of pay. Employees working a day schedule who are required to work overtime as an extension of their regular shift or who

are called back to work after the completion of their shift shall not be eligible for the shift differential.

Section 3. Lead Workers.

The designation of Lead Workers shall be at the sole discretion of the Employer, and Lead Workers may perform any of the duties of Technicians. If the Employer assigns an Employee the majority of the functions of directing, assigning, monitoring, reporting on, evaluating the work of and/or training/orientation of technicians covered by this agreement for more than five consecutive work days, that employee shall receive an additional minimum salary adjustment of 4% as a Lead Worker differential for all subsequent continuous hours assigned the above defined Lead Worker responsibilities.

Section 4. Saturday-Sunday Premium.

Effective with the signing of this agreement, work scheduled on Saturday or Sunday will be paid an additional premium of fifty cents ($ .50) per hour. This premium, however, will not apply where the work is compensated at the overtime rate.

VII. SENIORITY AND LAYOFF

Section 1. Seniority. Seniority shall mean length of service as measured by total said straight time hours after completion of probation within classifications covered by this agreement. There are three types of seniority: work unit seniority, geographic/administrative seniority, and classification seniority.

A) Work unit seniority shall mean length of service in a work unit as measured by total paid straight time hours after completion of probation within classifications covered by this agreement and within that work unit.

B) Geographic/administrative seniority shall mean length of service in a geographic/administrative unit as measured by total paid straight time hours after completion of probation within classifications covered by this agreement and within that geographic/administrative unit.

C) Classification seniority shall mean length of service in a specific classification covered by this agreement as measured by total paid straight time hours after completion of probation in that specific classification.

Section 2. Layoff. A department head may lay off an employee because of abolition of position, shortage of work or funds, reorganization of administrative, collegiate, or departmental unit, or other reasons beyond the employee's control. If layoffs are required, the least senior of the employees performing the duties to be eliminated or reduced in a work unit (work unit seniority) shall be the employee(s) laid off.

Employees being laid off may choose to bump the least senior employee in the same work unit if qualified to perform that employee's job duties with minimum on the job training. The two work units are:

1) KUMD - FM

2) Video Network Services

Additionally, if an employee is not able to exercise bumping rights as stated above, that employee may bump the least senior employee within the same geographic/administrative unit if qualified to perform that employee's job duties with minimum on the job training. The two geographic/administrative units are:

1) UMR Duluth
2) Video Network Services

A two-week notice of layoff shall be provided in writing to all affected employees. Among those laid off employees who had performed essentially the same duties in the same work unit, recall from layoff shall be by seniority, i.e., the last laid off, the first rehired; provided that the former employee to be recalled is qualified for the position to be filled and that no more than two years has elapsed since they have been laid off.

Bargaining Unit Staff Layoff Severance Program

Employees covered by this agreement are eligible for the "Bargaining Unit Staff Layoff Severance Program" as long as such policy exists. The "Eligibility" and "Benefits" of this program may be viewed at:

http://www1.umn.edu/ohr/policies/departure/severance.html

VIII. HOURS OF WORK

The full-time work week shall be 40 hours of work per seven-day work week. The usual work day shall consist of 8 ½ consecutive hours, including an unpaid meal period of ½ hour.

Upon request by the Employee, the Employer will attempt to schedule work days of eight (8) consecutive hours, including a single thirty (30) minute rest period, as the work assignment of that Employee will allow. Any Employee on an 8 hour schedule may be reassigned to the eight and one-half (8 ½) hour work day only as changes in work requirements make necessary.

Whenever possible the 40 hours shall be consecutive work days with two or more consecutive days off; however, administrators and supervisors may reschedule work time as necessary. Work schedules will be posted at least one week in advance. Changes in the posted schedule may be made by supervisors but, with the exception of emergencies, work hours that would fall beyond originally scheduled hours would receive premium pay of time and one-half.

Scheduled unpaid meal periods interrupting a work shift shall be not less than 30 minutes nor more than one hour in length. Scheduling of lunch periods shall usually include an unpaid meal period of at least 30 minutes. If a shift is extended to more than eight hours of work, additional or longer meal periods should be implemented, if warranted.

Employees are entitled to and shall be granted two 15-minute paid rest periods during

each eight hours of work. Scheduling of rest periods will be made at the supervisor's discretion. Paid rest periods are not cumulative from one day to the next. Rest periods for employees working regularly scheduled long shifts (between 8 and 12 hours) should be extended proportionally.

Split shifts shall be avoided whenever possible. No split shift shall extend the working hours of an employee to more than 12 hours in any 24-hour period.

In emergency situations, two eight-hour shifts may occasionally be scheduled in a 24-hour period.

IX. OVERTIME

As a condition of employment, employees may be required to work overtime. Overtime is the time worked in excess of 40 hours per work week on one or more jobs. Overtime worked at the request of the supervisor may be compensated for either by pay or by time off.

All employees shall be paid at the rate of time and one-half for work in excess of 40 hours per work week on one or more jobs.

Instead of being paid, employees may choose to take compensatory time off at a later date at the rate of time and one-half. An employee may use compensatory time within a reasonable period after a request to do so unless the use would unduly disrupt the operation of a department.

Departments have full discretion to reasonably restrict the amount of compensatory time off that can be accumulated and the length of time a compensatory time-off balance can be carried forward, except that the maximum limits imposed by statute will be strictly followed.

When overtime is required, the employee who usually performs the work shall be given first opportunity to work the overtime (including holidays). If the employee chooses not to accept overtime, other employees in the same work unit who are able to perform the work and wish to work overtime shall be permitted to work such overtime in classification seniority order with the most senior employee in that classification being given first consideration. If all employees decline to work such overtime, the person able to perform the work with the least amount of classification seniority shall be given first consideration. If all employees decline to work such overtime, the person able to perform the work with the least amount of classification seniority in the same work unit shall be required to work the overtime. Nothing in this section shall be construed to require the interruption of work in progress.

X. DISCIPLINE, DISMISSAL, AND PROTECTION FROM RETALIATION

Section 1. Discipline.

Supervisors may discipline employees only for just cause. Disciplinary action may take the form of oral warning, written warning, suspension without pay, and dismissal. Discipline shall be commensurate with the severity of the infraction and shall take into consideration factors such as, but not limited to, the employee's length of service, job history, and nature of the problems.

Supervisors must make a record of disciplinary action except for oral warnings, with a copy to the official personnel file and a copy to the employee. Disciplinary action can include the following actions, which do not have to be taken in the following order:

1. Oral warning - the supervisor must inform the employee that the disciplinary action constitutes an "oral warning".

2. Written warning - notification to the employee outlining the specific problem and summarizing the history of previous warnings (if any) and previous disciplinary action (if any). The written warning shall clearly state the following:
    a. the present disciplinary action being taken;
    b. if applicable, a reasonable time frame in which to meet standards of performance established by the department; and
    c. disciplinary action that will be taken if employee fails to meet and maintain said standards of performance established by the department.

Disciplinary action shall become effective when the supervisor communicates the action to the employee. An employee may appeal disciplinary action in accordance with the grievance procedure provisions.

Section 2. Dismissal.

An employee, who has passed probation, may be dismissed from a position for just cause. A written notification of reasons for dismissal shall be handed to the employee by the supervisor or department head, or sent by registered mail to the employee's last known address with return receipt requested. A copy of this notification shall be placed in the employee's official personnel file. The statement shall allow ten work days prior to the effective date of dismissal. In cases of misconduct the employee shall be placed on leave without pay during this period.

The employee may appeal a dismissal during the ten work day period in accordance with the provisions of the grievance procedure. The appeal shall not affect the effective date of dismissal.

An employee who willfully practices or has attempted to practice any deception or fraud concerning the employee's eligibility for appointment may, upon discovery and proof thereof, be dismissed or otherwise appropriately disciplined. Charges alleging such deception or fraud may be initiated by the head of the department in which the employee is working at the time, or by Personnel, in conformity with the provisions of those provisions relating to notice of dismissal and hearing.

Absence for three consecutive work days without authorization shall be considered a resignation.

Section 3. Protection from Retaliation .

Supervisors may not take disciplinary action against an employee who, in good faith, reports a violation of any federal or state law or regulation to a governmental body or law enforcement official. Disciplinary action may not be taken against an employee who is requested by a public agency to participate in an investigation, hearing or inquiry as well as an employee who refuses to participate in any activity that the employee, in good faith, believes violates state or federal law.

XI. GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance. A grievance is defined as an alleged violation of the specific terms and conditions of this Agreement.

Section 2. Procedure. Grievances, as defined by Section 1, shall be received solely in conformance with the following procedure:

All grievances involving discharge, regardless of the step at which it is initiated, must be initiated within ten (10) work days after receipt of termination notice. All other grievances, regardless of the step at which they are initiated, must be initiated within fifteen (15) work days from the date the Employee, through the use of reasonable diligence, had or should have had knowledge of the event(s) giving rise to the grievance.

Grievances relating to suspension or discharge shall be initiated at Step 2 of the grievance procedure. In grievances involving discharge, Step 2 may be waived at the option of the Employer. Discrimination grievances shall not go to arbitration.

Step 1: An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) work days after such alleged violation has occurred, or within ten (10) work days in grievances involving discharge present such grievance in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated and the remedy requested, to the Employee's supervisor as designated by the Employer. In the event the first (1^{st}) step supervisor is not involved in the grievance, the grievance shall move to Step 2. Within five (5) work days after receipt of the written grievance, the supervisor shall give the Employee the Step 1 answer in writing. A grievance not resolved in Step 1 shall be appealed to Step 2 within five (5) work days after the supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within five (5) work days shall be considered waived. By the mutual agreement of the appropriate Personnel Services Manager and the Union, a grievance unresolved in Step 1 may be appealed directly to Step 3, within five (5) work days of the supervisor's Step .1 answer.

Step 2. If appealed, the written grievance shall be presented by the Union to the Department Head or their designee. Within five (5) work days of receiving the written grievance, they shall have a meeting with the aggrieved Employee and the steward. The appropriate Personnel Department Representative shall be present to make a written record of the proceedings and to assist the department.

The Department Head or their designee shall give the Union the Employer's Step 2 answer in writing within five (5) work days after such meeting. A grievance not resolved in Step 2 may be appealed to Step 3 within five (5) work days following the Department Head's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within five (5) days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union to the Director of Personnel or their designee. This person shall have a meeting with the Employee, the Business Agent of the Union, and the Department Head or their designee. The Director of Employee Relations or their designee shall give the Union the Employer's answer in writing within five (5) work days after such meeting. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) work days following the Employer's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) work days shall be considered waived.

Step 4. If the parties are unable to resolve the grievance at an earlier step, they may, by mutual agreement, utilize the services of a mediator to reach a resolution. If both parties choose to use the mediation process, either party may withdraw from that process at any time. If either party chooses to withdraw, they must immediately inform the other party of their intent to proceed to Step 5. If either party chooses not to use the mediation process they will have ten work days from the Step 3 answer to inform the other party of their intent to proceed directly to Step 5.

Step 5. A grievance unresolved in Step 3 or 4 and appealed to Step 5 by either party shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

Section 3. Arbitrator's Authority.

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing

within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Wnion provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 4. Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step. For purposes of this grievance procedure only, Monday through Friday (excluding days designated as holidays) shall be considered work days.

XII. VACATION

Section 1 Procedure. General Provisions for Vacation Leave. Full- and part-time employees (including those on temporary appointments) who are employed in one department on a pre-arranged and assigned schedule on 75 percent time or more shall earn vacation with pay at the following rates:

- 3.00 minutes of vacation leave accumulation for each straight-time paid work hour during the first 10,400 hours of continuous service (equivalent to five years of full-time employment);
- 3.75 minutes of vacation leave accumulation for each straight-time paid work hour from 10,401 through 16,640 hours of continuous service (equivalent to six through eight years of full-time employment);
- 5.25 minutes of vacation leave accumulation for each straight-time paid work hour from 16,641 through 24,960 hours of continuous service (equivalent to nine through twelve years of full-time employment);
- 5.65 minutes of vacation leave accumulation for each straight-time paid work hour from 24,961 through 41,600 hours of continuous service (equivalent to 13 through 20 years of full-time employment);
- 6.00 minutes of vacation leave accumulation for each straight-time paid work hour from 41,601 through 52,000 hours of continuous service (equivalent to 21 through 25 years of full-time employment);

- 6.375 minutes of vacation leave accumulation for each straight-time paid work hour from 52,001 through 62,400 hours of continuous service (equivalent to 26 through 30 years of full-time employment);
- 6.75 minutes of vacation leave accumulation for each straight-time paid work hour from 62,401 hours of continuous service (equivalent to 31 years of full-time employment);

A year of continuous service shall consist of 2,080 straight-time paid work hours or proportionate part thereof.

Part-time employees on continuing appointments (including those on temporary appointments), who are employed in one department on a pre-arranged and assigned schedule of 50 to 74 percent time shall earn vacation leave at the same rates, on a proportional basis, after two years of continuous University employment at 50 percent time or more.

Vacation leave accumulated for any one pay period is not available for use until the following pay period. An eligible employee does not earn vacation leave for any pay period in which the employee's straight-time paid work hours are less than 50 percent of available work hours in that month.

When eligibility for a higher vacation accumulation rate occurs within a pay period, the extra vacation allowance starts the following pay period.

Paid vacation leave shall not be granted until an employee has completed 1,040 straight time paid work hours or proportionate part thereof in a position that is eligible for vacation accrual.

The first six-month period of continuous employment, and each year of continuous employment, shall be extended by adding to such periods the number of workdays the employee has been absent without pay.

Employees may request vacation time subject to the convenience of the department concerned. Within a department, choice of available vacation time shall be determined by departmental seniority.

If an employee must be called in to work while on approved vacation leave, the employee must be paid one and one-half times that employee's regular rate for the hours worked.

The maximum amount of accumulated vacation time may not exceed the amount of vacation time that may be earned within two work years.

Section 2. Pay for Vacation Leave. When an employee changes from a work schedule of 75 percent time or more to a work schedule of between 50 to 74 percent time and does not meet the two-year requirement, accumulated vacation leave shall be paid out if the employee has completed 1,040 straight-time hours or proportionate part thereof. If the employee has not completed 1,040 straight-time hours or proportionate part thereof,

the

accumulated vacation credits are lost. In either case, the hours worked by the employee before the change shall be credited towards the three-year requirement.

Any employee with vacation available for use who leaves University employment, or who changes to a work schedule of less than 50 percent time, shall be entitled to be paid for any unused portion of vacation leave, provided the employee has completed 1,040 straight-time paid work hours or proportionate part thereof.

XIII. SICK LEAVE

Section 1. General Provisions for Sick Leave.

Full-time and part-time employees on continuing or temporary appointments who are employed in one department on a prearranged and assigned schedule of 75 percent time or more shall accumulate sick leave with pay. Sick leave will accumulate at the rate of 3 minutes per basic straight-time paid work hour.

Part-time employees on continuing or temporary appointments who are employed in one department on a prearranged and assigned schedule of 50 to 74 percent time shall earn sick leave at the same rate, after two years of University employment at 50 percent time or more.

Sick leave accumulated for any one pay period is not available for use until the following pay period. An employee on a prearranged and assigned schedule of 75 percent time or more does not earn sick leave for any pay period in which the employee's straight-time paid work hours are less than 50 percent of the full-time work hours in that month.

An employee with sick leave available for use who leaves University employment or who changes to a work schedule of less than 75 percent time shall lose unused sick leave unless the employee continues at 50 to 74 percent time and has met the initial two-year requirement.

When a sick leave accumulation of 400 hours has been reached, one-quarter of any sick leave accumulated thereafter (.75 minutes per hour) may be credited to the employee's vacation accumulation if the employee's sick leave accumulation is maintained at 400 or more hours. Three-quarters of sick leave accumulated thereafter may be credited to sick leave.

When a sick leave accumulation of 800 hours has been reached, one-half of any sick leave accumulated thereafter (1.5 minutes per hour) may be credited to the employee's vacation accumulation if the employee's sick leave accumulation is maintained at 800 or more hours. One-half of sick leave accumulated thereafter may be credited to sick leave.

Employees must request and receive approval for use of sick leave from the supervisor or department head as soon as possible after the onset of illness. Supervisors or department heads may require a statement from a physician or dentist before approving

use of accumulated sick leave. In the case of extended or chronic illness, the supervisor

or department head may require proof of illness, including statements from a physician or dentist, before granting further sick leave. Abuse of sick leave shall be one form of just cause for disciplinary action.

A supervisor may require an employee to return home or to see a physician, or both, if the employee is unable to perform in an up-to-standard manner because of what appears to be a health condition. Such time shall be charged against sick leave if available.

Accumulated sick leave may be used to supplement Workers' Compensation benefits during periods of lost work time due to on-the-job accidents.

Approved sick leave allowance may be used by an employee who is unable to perform duties because of illness, injury, or pregnancy; or who would expose other employees or the public to contagious or infectious diseases; or who must keep medical or dental care appointments. Approved sick leave of up to five days per incident may also be used by an employee to care for or make arrangements for the care of an ill member of the employee's immediate family. Immediate family as used in this portion of the Rule shall mean spouse or cohabitor, children, or parents of the employee.

Accumulated sick leave of up to two days per year can be used by an employee to participate in a personal health maintenance program (e.g., weight control, stress management, stop smoking). Supervisory approval is needed to use sick leave for such purposes.

Sick leave may be granted when a death occurs in the employee's family. The time shall be limited to what is reasonably necessary to make funeral arrangements and/or to attend funeral services. Employee's family in this instance shall mean spouse or cohabitor; parents of spouse or cohabitor; and the employees' parents, grandparents, guardian, children, brothers, sisters, or wards.

In addition, with the approval of the supervisor or department head, employees may use sick leave to serve as pallbearers or to attend funerals of individuals not identified above.

If an employee becomes ill while on vacation leave and presents satisfactory proof of illness or injury, the supervisor or department head may approve the use of sick leave in lieu of vacation leave.

Section 2. Sick Leave Without Pay.

Upon application, a leave of absence without pay may be granted by a department head or supervisor for the entire period of temporary disability due to sickness or injury. The duration of such leave shall be subject to the recommendation of the department head.

During this leave, the department head or the Director may periodically require that the employee submit a certificate from the attending physician or from a designated

physician. In the event of failure or refusal to supply such certificate, or if the certificate does not clearly show sufficient disability to prevent the employee from performing assigned duties, the department head, with the approval of the Director, may cancel such leave and require employee to report for duty on a specified date.

Sick leave without pay may be granted to an employee who is considered permanently and totally disabled according to any disability insurance program in which the University participates. Should employees on such leave recover to the point that they are employable, they shall be treated as though they were laid off and will be eligible to compete for vacancies in accordance with the policies and regulations covering laid-off employees. An employee on this type of leave will not be allowed to replace or "bump" an incumbent from the employee's most recently held position, unless approved by the hiring authority.

Section 3. Other Leaves Without Pay.

An employee may request a leave of absence without pay. This leave must be approved in advance by the department head or immediate supervisor. Seniority and vacation and sick leave are not earned during unpaid leaves.

Employees who are drafted or volunteer for military service during times of war or declared emergencies shall be entitled to military leaves of absence without pay, not to exceed four years, for service in the armed forces of the United States or of the state of Minnesota. Employees shall accumulate seniority during these periods of military service. For determining vacation accumulation rates, military leave without pay shall be counted the same as normal straight-time hours that would have been worked. Vacation leave is accumulated during a military leave of absence without pay for all military service (reserve or regular armed services component) in time of war or declared emergencies, or when an employee is drafted. Additionally, vacation is accumulated during a reservist's initial period of active duty for training of three or more consecutive months and during all active and inactive duty for training in the military forces.

Section 4. Leaves of Absence With Pay.

Upon request an employee shall be granted a leave of absence with pay for:

1. Service on a jury, provided the employee is regularly employed at a designated percentage of time of 50 percent or more. An employee serving on a jury is expected to report for work during any work hours when the jury is recessed. The employee may be requested to render some additional services to the department in order to minimize the interruption of service caused by this absence.

2. Voting in any state-wide general election, or in an election to fill a vacancy in the office of U.S. Senator or U.S. Representative. This leave may only be taken for the time necessary to appear at the employee's polling place, cast a ballot, and return to work on the day of that election.

3. Court attendance in connection with an employee's official duty. Such attendance

shall include transportation to and from the employee's headquarters to court. Any absence, as an individual rather than as an officer or an employee of the University, whether voluntary or in response to a legal order to appear and testify in private

litigation, shall be taken as vacation leave, leave of absence without pay, or as deduction from authorized accumulated overtime.

4. Tour of duty in the reserve military forces of the United States or National Guard, not to exceed 15 work days in any calendar year.

XIV. RECRUITMENT AND EMPLOYMENT

Section 1. Request to Establish Position to Fill Vacancy.

When a new position or a vacancy in an old position is to be filled, the department head shall submit a personnel requisition to the Office of Human Resources. Upon receipt of the requisition, the classification shall be reviewed and either approved as the requested classification or reclassified after consultation with the hiring authority before posting.

Section 2. Announcement of Employment Opportunities.

Announcements of all local vacancies shall be publicly posted on the official bulletin boards of the Office of Human Resources at all campuses and experiment stations.

A minimum of five work days (excluding holidays and weekends) shall elapse between the initial posting of an announcement concerning a vacancy in a continuing or temporary position and the date of hire by a department head, except when a laid-off or injured worker is re-employed.

Section 3. Hiring and Certification.

Applicants who have been certified as meeting the qualifications of a vacancy shall be given consideration for employment in the following order:

1. Former employees whose names appear on the layoff list, according to the provisions of this agreement.

2. Employees who have been injured on the job and are unable to return to their former jobs because of the injuries, in accordance with this agreement.
3. Other applicants.

The order and preference may be changed under special circumstances by the University Equal Opportunity Officer in accordance with affirmative action policies of the Board of Regents.

Section 4. Nepotism.

Relatives may work for the University provided that there will be no immediate supervisory relationships. Relatives include: (1) by blood or adoptive relationship: parents, grandparents, children, grandchildren, brothers, sisters; or 2) by marriage relationship:

husbands, wives, brothers-or sisters-in-law, fathers-or mothers-in-law, sons, or daughters-in-law, stepparents, stepchildren.

Any employee who has passed an initial probationary period and who is required to resign from a position in order to comply with this section shall have rights to the layoff list as though the employee had been laid off. Any employee still serving a probationary period shall be discharged from the position if necessary to comply with this section.

Section 5. Employment Procedure and Files.

Applications for all employees shall be made on the appropriate forms and in such manner as prescribed by the Director and, upon submission to the Office of Human Resources, become the property of the Board of Regents of the University of Minnesota.

The only official personnel file for each employee is the one maintained by the Office of Human Resources except that official personnel files are maintained on the four coordinate campuses. Employees shall have a right to see their own personnel files upon request, in the Office of Human Resources in the presence of an appropriate Office of Human Resources staff member.

The University policy concerning file access conforms to applicable State and Federal laws. Contact the Office of Human Resources for a copy of the current policy.

Employees have the right to include or update information in their files that may be pertinent to their performance of job duties.

Section 6. Types of Appointment.

No appointment shall be authorized by a department head or immediate supervisor without period certification by the Office of Human Resources that the candidate is qualified. All appointments shall be subject to the ratification of the Director and the Equal Opportunity and Affirmative Action Office.

Continuing appointments shall be made to any position in which the assigned work time is at least 50 percent of full time and of a continuing nature and when the employee has successfully completed the probationary period for the class of work.
Temporary appointments may be made to any position and must have a beginning and ending date. Employees on a temporary appointment, which may be part-time or full time, shall not serve a probationary period and shall not have the same rights that accrue to an employee on a continuing appointment.

XV. TRAINEES

Section 1. The employer may hire Senior Radio and Television Broadcast Technician trainees. To be hired as a trainee, an applicant must be no more than two years away from being fully qualified as a Senior Radio and Television Broadcast Technician. Trainees will be hired on temporary appointments. Section 2. If a trainee becomes qualified and is reclassified to a Senior Radio and Television Broadcast Technician position, time spent as a temporary employee will count towards completion of the appropriate probationary period.

Section 3. Trainees will be hired at one of the two salary rates for Radio and Television Broadcast Technician that is closest to, but below, the entry rate for Senior Radio and Television Broadcast Technician. The rate that will be used will be based on how many months it will take the trainee to be qualified (12 or less, higher of the two rates; more than 12, the lower of the two rates). After becoming qualified the trainee will be reclassified and will be paid at the minimum rate for the Senior Radio and Television Broadcast Technician classification.

Section 4. After suitable proficiency levels have been reached, the trainee may be assigned to fill in for Senior Radio and Television Broadcast Technicians. If the period of filling in is more than five consecutive work days. The trainee will receive the minimum salary of the Senior Radio and Television Broadcast Technician for that time period in excess of five work days.

XVI. PROBATIONARY PERIOD AND ORIENTATION

Section 1. Intent of Probation.

The probationary period shall be regarded as an integral part of the selection process for appointment to any position in which the assigned work time is at least 50 percent of full time and of a continuing nature. The supervisor shall use the probationary period to closely observe the employee's work; to help the new employee adjust to the position; and to reject any employee whose performance does not meet required standards.

Section 2. Application of Probationary Period.

A probationary period of employment shall be designated for each class of work; shall be served by every employee hired in any continuing position to work 50 percent time or more, regardless of whether such employment occurs as an original appointment, promotion, transfer, demotion, reclassification or re-employment following reinstatement after resignation and shall be successfully completed before the employee can be given a continuing appointment to the position.

The length of the probationary period is 150 calendar days for classifications covered by this Agreement.

Section 3. Termination of Employment During Probationary Period.

If the department head or immediate supervisor determines during the probationary period that the employee's appointment will not continue, the employee's appointment shall not be continued. Just cause is not required for termination of a probationary appointment. Such termination is not grievable except under the discrimination clause.

An employee who is being terminated during the probationary period but held a prior position shall have the right to return to the prior position within 10 work days after notifying the department head in charge of the former position, provided the employee:

1. has successfully completed the probationary period for the prior position; and
2. was promoted or transferred from the prior position; and
3. notifies the prior department head by the termination date of the currently held probationary position of the intent to return to the prior position.
4. The position was in a classification covered by this agreement.

The prior position referred to is the position an employee last held before being promoted or transferred to the position requiring the probationary period.

If an employee's prior position no longer exists (has been abolished or reclassified), the employee may notify the prior department head, by the termination date of the probationary position, of intent to be placed on the layoff list. If the prior position was a temporary position, there will be no right of return or right of placement on the layoff list.

A probationary employee who is discharged from the University for disciplinary reasons shall forfeit all rights to return to any prior position or to the layoff list.

XVII. CLASSIFICATION

Section 1. It shall be the responsibility of the Office of Human Resources to determine a position's classification.

Section 2. Whenever there is a change in the duties and responsibilities of an individual position, or change in departmental organization which alters the assignment of tasks, duties, or responsibilities in any substantial way, the affected Employee, or the Union, may submit a properly completed Job Evaluation Questionnaire form through proper channels. The appropriate Office of Human Resources representative shall investigate and determine the appropriate existing classification for the position, and shall notify the Employee, the Department Head, and the Union of the decision in writing, normally within thirty-five (35) work days of receipt of a properly completed Job Evaluation Questionnaire by the Office of Human Resources.

Section 3. A decision on classification may be appealed to the appropriate Human Resources Manager within ten (10) work days of receipt of written notification of the classification. A request for review of the decision shall state the specific issue upon

which the appeal is based.

Section 4. An appeal of the Human Resources Manager's decision may be made in the following manner: Within fifteen (15) work days of the Human Resources Manager's response, the Director of Employee Relations and the Union shall attempt to mutually agree upon a neutral party to hear and review the issues in question and rule accordingly. The decision of this party will be final and binding.

Section 5. The reclassification of any position normally shall be made effective on the first day of the payroll period after receipt of the completed Job Evaluation Questionnaire by the Office of Human Resources, or in cases where the Job Evaluation Questionnaire has been delayed in coming to the Office of Human Resources, on the first day of the payroll period following the sixteenth (16^{th}) work day after submission of the completed Job Evaluation Questionnaire by the Employee to the supervisor. If there are budget constraints, the department head has the discretion of making the reclassification effective the first day of the third payroll period following the Office of Human Resources' decision, or in cases where the Questionnaire has been delayed in coming to the Office of Human Resources, on the first day of the payroll period following the sixteenth day after submission of the completed Questionnaire by the employee to the supervisor.

Section 6. The Employer may require Employees to prepare and submit up-to-date lists of their tasks, duties, and responsibilities at reasonable intervals or whenever there are substantial changes in the tasks, duties, or responsibilities of the position.

Section 7. The Employer shall not be required to review the classification of a position more than once a year unless there are substantial changes in the tasks, duties, or responsibilities of the position.

XVIII. SAFETY

For reasons of safety, no Employee covered under the terms of this contract will be permitted to perform routine maintenance or equipment testing, remodeling or any other related work which requires that they be immediately exposed to dangerous electrical potentials or currents such as those that are to be found in the high powered broadcast transmitters or antenna systems unless in each case another Employee assigned by the Employer is present. The Employer agrees that all reasonable automatic safety devices shall be installed where necessary and that all applicable rules and regulations of the State Industrial Commission will be complied with. Nothing in the foregoing, however, shall preclude an Employee, exercising reasonable and prudent safety procedures, from attempting alone the restoration of transmission of signals in cases of transmitter equipment failure.

XIX. INSURANCE AND WORKERS' COMPENSATION

The University of Minnesota shall offer insurance coverage that includes, but is not limited to: group life, health, medical, workers' compensation, and dental benefits.

XX. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, and the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect.

If a provision of this Agreement is voided as stated above, both parties agree to meet to resolve the language in question.

XXI. DURATION OF AGREEMENT

This contract is effective beginning June 17, 2024, and will remain in full force and effect through the last date of the last full pay period in FY 2026-2027. The contract will automatically renew from year to year unless either party notifies the other party in writing ninety (90) days prior to the expiration date, to inform the other party of its desire to terminate, modify or amend the agreement.

For the University of Minnesota:

_____
Ken Horstman, Vice President
Human Resources

Date _____

_____
Mani Vang, Senior Director
Employee & Labor Relations

Date _____

_____
Coy Hillstead, Senior Labor Relations Consultant

Date _____

_____
Kendric Moore, OIT HR Director

Date _____

For the IBEW, Local 292:

_____
Jeff Heimerl, Business Manager

Date _____

_____
David Frary, Business Manager

Date _____