

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

CASE TYPE: OTHER CIVIL  
DISTRICT COURT  
FOURTH JUDICIAL DISTRICT

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University Education Association,

Plaintiff,

vs.

Court File No. \_\_\_\_\_

Board of Regents of the University  
of Minnesota, Minneapolis, Minnesota,

**COMPLAINT**

Defendant.

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1. Plaintiff University Education Association (UEA) (the Union) for its Complaint against Defendant Board of Regents of the University of Minnesota (the University) states:
2. This action is commenced pursuant to and jurisdiction is vested in this court under the Minnesota Public Employment Labor Relations Act (PELRA), Minn. Stat. §§179A.01-.25 (2004), and the Minnesota Declaratory Judgment Act, Minn. Stat. ch. 555 (2004). By this action, pursuant to Minn. Stat. § 179.A13, subd. 1, the Union seeks relief for certain unfair labor practices committed by the University, as more specifically alleged below.
3. The Union is an employee organization which is certified as the exclusive representative for all "instructional employees with the rank of professor, associate professor, assistant professor, including research associate or

instructor, including research fellow” (faculty) employed at any of the University’s outstate campuses which vote in favor of representation, pursuant to Minn. Stat. §179A.11, subd. 1(9) (2004).

4. The University is an independent governmental entity created pursuant to Minnesota Constitution Article XIII, Section 3.
5. The University’s Board of Regents (the Board) is the governing body of the University and as such is a “public employer” under Minn. Stat. § 179A.03, subd. 15(b) (2004).
6. The University and the Union have been parties to collective bargaining agreements (CBAs) negotiated pursuant to PELRA, the most recent of which is effective from July 1, 2003, to June 30, 2006.
7. The Union has been the exclusive representative for faculty employed at UMD since approximately 1980.
8. From approximately 1981 to 1992, the Union was the exclusive representative for faculty employed at UMD and the University of Minnesota-Waseca (UMW).
9. During the period of time that the Union was the exclusive representative for faculty at both the Duluth and Waseca campuses, the terms and conditions of employees for faculty at both campuses were contained in one CBA between the University and the Union, with certain sections, such as “Workload”, containing provisions unique to each campus, as mutually agreed to by the University and the Union.
10. The UMW campus was closed on or about 1992.
11. On or about February 1, 2005, the Minnesota Bureau of Mediation Services certified, following by a vote by the faculty at the Crookston

campus, that the Union was the exclusive representative for faculty at UMC.

12. Since February 1, 2005, the Union has attempted to meet and negotiate with the University over those sections of the CBA that it believes may need to be modified or amended for faculty employed at Crookston campus.
13. Since February 1, 2005, the University has maintained that the UMC faculty is not covered by the CBA, and that therefore all terms and conditions of employment for UMC faculty must be bargained by the parties.
14. Since February 1, 2005, the University has failed to provide the UMC faculty with the terms and conditions of employment of the CBA.
15. Since February 1, 2005, any compensation or benefits that UMC faculty have been receiving that are identical to those in the CBA, such as health insurance, are because University policies provide for these benefits, not because the University has recognized that the UMC faculty are covered by the CBA.
16. On or about August 29, 2005, the Union filed a grievance pursuant to the CBA, alleging that faculty at the Crookston campus have not received salary increases pursuant to section 500.000 of the CBA. The University has refused to process the grievance, claiming that the CBA does not cover the faculty at UMC, and that therefore the grievance process in the CBA is unavailable to the UMC faculty.

### **COUNT 1**

17. The allegations of Paragraphs 1-16 are realleged and incorporated herein.
18. By refusing to recognize and provide the terms and conditions of employment provided for in the CBA to faculty employed at UMC, the University is interfering, restraining, or coercing employees in the exercise of rights guaranteed in PELRA, thereby committing an unfair labor practice in violation of Minn. Stat. §179A.13, subd. 2(1) (2004).

### **COUNT II**

19. The allegations of Paragraphs 1-18 are realleged and incorporated herein.
20. By taking the position that the CBA does not apply to faculty at UMC and insisting that it will bargain with UEA only if UEA agrees to negotiate an entirely new CBA for faculty at UMC, the University is refusing to meet and negotiate in good faith with UEA, thereby committing an unfair labor practice in violation of Minn. Stat. §179A.13, subd. 2(5) (2004).

### **COUNT III**

21. By refusing to process the above-described grievance in compliance with the CBA, the University is refusing to comply with grievance procedures contained in an agreement, thereby committing an unfair labor practice in violation of Minn. Stat. §179A.13, subd. 2(6) (2004).

**WHEREFORE**, the Union requests the following relief:

1. An order:
  - a. Declaring that the University committed unfair labor practices by (1) failing to provide the terms and conditions of employment contained in the CBA to the UMC faculty, effective the date that the BMS recognized

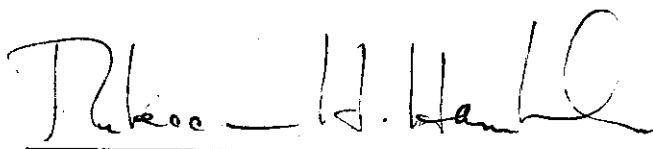
- UEA as the exclusive representative for UMC faculty; (2) failing to bargain in good faith with UEA by refusing to work with UEA to identify those terms and conditions of employment that need to be modified or amended for the UMC faculty; and (3) refusing to process UEA's grievance in accordance with the CBA grievance procedure;
- b. Temporarily and permanently enjoining the University from failing to recognize the applicability of the CBA to faculty at UMC, effective on or about February 1, 2005;
  - c. Ordering the University to meet and negotiate in good faith with UEA to identify and negotiate regarding those terms and conditions of employment in the CBA that both parties agree may need to be modified for faculty at UMC.
  - d. Ordering the University to process the above-described grievance in conformity with the CBA;
2. An award of damages in an amount to be proved at trial.
  3. An award of plaintiff's attorney fees, costs and disbursements.
  4. Such further relief as is just and equitable.

#### **ACKNOWLEDGEMENT**

The undersigned hereby acknowledges that costs, disbursements, and reasonable attorneys and witness fees may be awarded pursuant to Minn. Stat. §549.211, subd. 3, to the party against whom the allegations in this pleading are asserted.

Dated this 28<sup>th</sup> day of October, 2005

**EDUCATION MINNESOTA**

By: 

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