

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

DISTRICT COURT  
FOURTH JUDICIAL DISTRICT

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University Education Association,  
Plaintiff,

Case No. MC 05-016600  
Case Type: Other Civil

vs.

Regents of the University of Minnesota  
Defendant.

**ANSWER, AFFIRMATIVE  
DEFENSES AND  
COUNTERCLAIM**

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**ANSWER AND AFFIRMATIVE DEFENSES**

The Regents of the University of Minnesota (the "University"), for its Answer to the Complaint filed by the University Education Association ("UEA") admits, denies, and alleges as follows:

1. In response to paragraph 1 of the Complaint, the University admits the allegations of paragraph 1.
  2. In response to paragraph 2 of the Complaint, the University admits that UEA purports to assert a claim under Minnesota Stat. §§ 179A.01-25, Minn. Stat. §§ 179A.13, subd. 1, and Minn. Stat. § 555. The University denies any such claims, and further denies that it committed any unlawful acts.
  3. In response to paragraph 3, the University admits the allegations of paragraph 3.
  4. In response to paragraph 4, the University admits the allegations of paragraph 4.
  5. In response to paragraph 5, the University admits the allegations of paragraph 5.
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6. In response to paragraph 6, the University admits that the University and the Union are currently parties to a collective bargaining agreement governing the relationship between the University and the instructional employees as defined by Minn. Stat. § 179A.11, subd. 11(9) (2004) on the Duluth campus, which contract is effective from July 1, 2003 to June 30, 2006. The University denies any remaining allegations in paragraph 6.

7. In response to paragraph 7, the University admits the allegations of paragraph 7.

8. In response to paragraph 8, the University admits that in 1981, elections were held on the University's Duluth, Crookston, Morris and Waseca outstate campuses pursuant to Minn. Stat. § 179A.11, subd. 1(9) (2004), at which the Union was elected as the exclusive representative for the faculty employee on the Duluth and Waseca campuses. The University denies any remaining allegations in paragraph 8.

9. In response to paragraph 9, the University admits that pursuant to the election and certification described in paragraph 8 above, the University and the Union negotiated the terms and conditions of employment for faculty on both the Duluth and Waseca campuses, which terms and conditions were contained in one collective bargaining agreement, with certain sections containing provisions unique to each campus. The University denies any remaining allegations in paragraph 9.

10. In response to paragraph 10, the University admits the allegations of paragraph 10.

11. In response to paragraph 11, the University admits the allegations of paragraph 11.

12. In response to paragraph 12, the University denies each and every allegation of paragraph 12, and further alleges that the Union has refused to negotiate with the University over

terms and conditions of employment, insisting that the Union determine and therefore exercise veto power over any of the terms and conditions to be negotiated.

13. In response to paragraph 13, the University admits that a collective bargaining agreement exists that governs the relationship between the University and the faculty on the Duluth campus, which collective bargaining agreement is inapplicable to the Crookston faculty. The University further admits that since February 1, 2005, the University has met with the Union to negotiate the terms and conditions of employment for the Crookston faculty. The University denies any remaining allegations in paragraph 13.

14. In response to paragraph 14, the University admits the allegations of paragraph 14, and further alleges that the University is under no obligation to do so.

15. In response to paragraph 15, the University admits the allegations of paragraph 15.

16. In response to paragraph 16, the University admits that the Union attempted to file a grievance on behalf of the Crookston faculty under the collective bargaining agreement between the University and the Duluth faculty, which grievance was rejected because the Crookston faculty is not a party to such collective bargaining agreement. The University denies any remaining allegations in paragraph 16.

17. In response to paragraph 17, the University hereby incorporates by reference its answers to paragraphs 1 through 16 herein.

18. In response to paragraph 18, the University denies each and every allegation of paragraph 18.

19. In response to paragraph 19, the University hereby incorporates by reference its responses to paragraph 1 through 18 above.

20. In response to paragraph 20, the University denies each and every allegation of paragraph 20.

21. In response to paragraph 21, the University hereby denies each and every allegation of paragraph 21.

22. The University denies the Union is entitled to any of the relief demanded in the Complaint.

23. Any allegation in the Complaint that the University has not specifically admitted is hereby denied.

#### **First Affirmative Defense**

24. The Union's complaint fails to state a claim upon which relief can be granted.

#### **Second Affirmative Defense**

25. The Union's claims are barred by the equitable doctrine of unclean hands.

**WHEREFORE**, the University respectfully asks that the Union take nothing by its Complaint, that the Complaint be dismissed, and that the University be awarded its costs, attorneys fees and such other further relief as the Court deems just and proper.

#### **COUNTERCLAIM**

**NOW COMES** the Regents of the University of Minnesota and for its counterclaim against Plaintiff, the University Education Association, states as follows:

1. The University brings its counterclaim against the Union pursuant to Minn. Stat. 179A.13 for an unfair labor practice committed during collective bargaining.

2. The University is an institution of higher education created by the University Charter and perpetuated by Article XIII, Section 3 of the Minnesota Constitution.

3. The University has its principal administrative offices in Minneapolis, Minnesota.

4. The Union is an employee organization, as defined in Minn. Stat. § 179A.03.

5. Upon information and belief, the Union has its principal offices in the county of Ramsey, state of Minnesota.

6. This Court has jurisdiction over this matter pursuant to Minn. Stat. § 179A.13, subd. 1 and other laws.

7. Venue is proper in this matter pursuant to Minn. Stat. § 179A.13, sub. 1 and other laws.

8. On or about February 1, 2005, the Minnesota Bureau of Mediation Services certified the Union as the exclusive representative for the faculty at the University's Crookston campus. Since that date, the University has attempted to meet and negotiate with the Union over the terms and conditions of employment for the Crookston faculty.

9. During those bargaining sessions, the University has set forth numerous proposals regarding the terms and conditions of employment for the Crookston faculty. Taking the position that the parties must mutually agree on any subjects to be bargained, the Union has refused to negotiate on the majority of the proposals set forth by the University.

10. By taking the position that the Union may exercise veto power over any terms and conditions of employment to be negotiated, the Union is refusing to meet and negotiate in good faith with the University, thereby committing an unfair labor practice in violation of Minn. Stat. § 179A.13, subd. 3 (3).

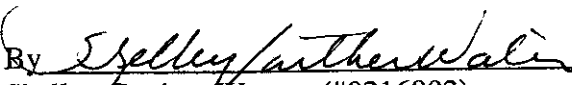
The University will suffer irreparable harm and have no adequate remedy at law to address the Union's conduct.

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

- A. A declaration that the Union committed an unfair labor practice;
  - B. Injunctive relief directing the Union to cease its bad faith conduct;
  - C. Ordering the Union to meet and negotiate in good faith regarding mandatory and conditions of employment for the Crookston faculty;
  - D. The University's costs, disbursements, and attorneys fees incurred in this action;
- and
- E. Such other relief the Court deems just and equitable.

Dated: November 21, 2005

MARK B. ROTENBERG  
General Counsel  
University of Minnesota

By   
Shelley Carthen Watson (#0216902)  
Associate General Counsel  
360 McNamara Alumni Center  
200 Oak Street S.E.  
Minneapolis, MN 55455-2006  
612-624-4100

Attorneys for Defendant  
Regents of the University of Minnesota