

OPEIU Local 12 NEWS

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MIA Wins A Good Contract!

OPEIU Local 12 members at the Minneapolis Institute of Art wrapped up four months of tense negotiations with a marathon, eleven-hour session on March 3rd. Thanks to the work of the bargaining team, the contract action team, and the many members who stepped up to contribute, the museum's employees earned a contract with several important victories.



First amongst these was the addition of progressive discipline to the contract. This is probably the one victory the bargaining unit would have gotten without all the extra effort the teams put in. The bargaining team very much appreciated management's openness about the need for a change in the culture of Mia and adding progressive discipline will be key to accomplishing the transition. Many of the acts of retaliation members experienced will be grievable now, and our stewards are prepared to help usher in a new era.

The second win is the inclusion of another job classification into the union: full curator (so long as they aren't supervising other employees). Initially management wanted to remove all curators from the bargaining unit, a loss of seven members. Instead, in the end, we added two members. This was with a compromise, however, in that these nine members will be salaried exempt, but with language in the new contract providing assurances that they will not be expected to work consistently long hours, and a wage reopener next January to

determine if additional compensation is necessary based on the experience of the transition.

The third big win, that members would never have received had they not stood strong and together, was a four-dollar-an-hour raise, across the board, to all classifications, over the next 16 months. For some front of house staff, this amounts to nearly a twenty-five percent raise. It's nearly a fifteen percent raise, or better, for two thirds of the staff—a far cry from Mia's initial proposal of 5.75% across the board, over two and a half years.

At the start of negotiations, Mia expected things to wrap up quickly, as they have in the past, even presenting Local 12 with potential negotiation dates just a few weeks from the initial request to open bargaining. The bargaining team had to slow walk to give the contract action team enough time to organize and make plans. They opened with a button campaign, designing their own buttons and getting over a hundred distributed to members, but plans to present a unified wall of them in front of management at the monthly in-person staff meeting on January 19th were scuttled by a major snowstorm that prevented two-thirds of members from showing up.



Robin Wonsley with Bargaining the bargaining team at MIA

Undaunted, the contract action team followed this up with having city council members Aisha Chughtai and Robin Wonsley show up to bargaining on January 31st. This move freaked management out. At the next bargaining session they said, "We know you're up to something," and asked for a mediator, as if all we had planned was bringing in more politicians.

On February 16th, the contract action team organized the first picket in the

union's fifty-year history at Mia. They also coordinated media outreach to

broadcast news of the picket and the fact that despite a record-high budget, the museum was refusing to budge on wages. They were offering what, given inflation, amounted to a pay cut, even as they were promising large raises to supervisors.

The first sign of cracks in their façade was the cancellation, in mid-February, of an upcoming, much touted, trip to Oslo for nine members of upper management. Then, when they caught word of plans for more pickets on the 4th and 5th of March (timed to coincide with the opening of a major exhibit) they threatened an unfair labor practice charge against Local 12, accusing the union of acting like there was no chance of settling during March 3rd's scheduled negotiations.

The contract action team, concerned that it might merely be a ruse to get the pickets cancelled, decided to add the phrase "unless a settlement is reached on March 3rd," to all their outreach and flyers. They had no desire to let up the pressure on management, and that pressure worked. Late on the afternoon of the third, management indicated that they were willing to stay as long as it took to get an agreement if the union's side was.

That afternoon, they presented yet another compensation package designed to split members against each other (a 5% raise for some, and a 2% raise for others). Local 12's team countered with a 5\$/hour raise across the board, explaining that though they agreed with management's desire to make pay more equitable, a straight dollar-per-hour raise would do that more cleanly. Management countered with a \$2.50/hour raise and a \$1,000 bonus (something the team recognized is designed to look enticing while not actually building people's long term salaries). The union's team countered with four and stuck to it, despite one last effort on the museum director's part to pit members against each other. At 8pm on the night of the third, after eleven hours at the table, we finally settled. Each member of the union, without exception, would receive the \$4/hour raise.

On March 14th the union members at MIA overwhelmingly agreed to ratify the contract



MIA members making signs for picketing.

The Importance of Effective Union Communication

By The Augsburg Staff Union Communications Team - Maren Stoddard Mack, Natalie Jacobson, Mike Bloomberg, Chris Palahniuk



In today's fast-paced and ever-changing world, effective communication is essential, particularly for unions. It is vital to keep members informed about the latest developments, including collective bargaining negotiations, upcoming events, and relevant news affecting their jobs. This is where a communications team comes into the picture.

The Augsburg Staff Union ratified its first ever contract in late 2022. During organizing and negotiations, communication across the entire unit was the foundation of our success. Now that we have moved out of the urgency of contract

negotiations, we wanted to establish a way to keep our members informed and involved. We believe the Communications Team plays a crucial role in keeping members informed, engaged, and motivated to participate in union activities.

At its core, the Communications Team is responsible for creating, managing, and disseminating information to union members. The Communications Team serves as a bridge between the stewards, CAT, and the membership at large. Furthermore, the communication team helps manage the public perception of the union, build solidarity, and foster a sense of community among union members. Our hope is that by creating a sense of unity and purpose, the Communication Teams will increase member participation in events and rallies, which is crucial to keeping a union's momentum going.

We primarily use email to communicate with our members. We manage a Google Group containing all of our members to make sending emails easy. Through the Google Group, we send out alerts, current news and events, a bimonthly newsletter, and meeting notes - including from monthly membership meetings. The newsletter shares stories about our members, news from around campus, and information about our contract. We have Facebook and Instagram pages to keep our external community informed of our efforts; this is particularly useful when calls for broader community support are needed.

The Communications Team has 4 members and meets weekly for half an hour over lunch to work together to plan for the next week, strategize communications for upcoming meetings or events, and edit communications as a group. Do you have a Communications Team for your unit? Let us know: augsburgstaffunion@gmail.com

“The communication team helps manage the public perception of the union, build solidarity, and fosters a sense of community among union members.”

Lance Lindeman Says Goodbye as Retirement Starts

I have worked for OPEIU for the last 12 years and have seen the growth, not only in numbers, but in the power of Local 12 members. Whether you have been on a negotiating team, a steward, on a picket line, or even just had a few positive words about Local 12 to a new coworker, it all has made a difference. I look forward to seeing more positive changes and opportunities for our members in the future.

As us baby boomers get older, it's wonderful to see the enthusiasm, drive, and hard work that younger generations are demonstrating in obtaining economic justice for all working people. I consider myself fortunate to have held jobs doing this important work and being able to help people understand the important role of Unions. Union members play critical roles in our society not only in the US, but all over the world.

Thanks for all you do and will continue to do on behalf of your coworkers, and all working people.





Member Spotlight- Aaron Barger- MIA

Everyone meet Aaron Barger who is a IT Systems administrator at the Minneapolis Institute of Art. He lives in South Minneapolis with his wife Allison who is also a union member at MNA, along with their 5 Month old Eugene and cat Quennie who are a union of their own!

Aaron says that his favorite things about work is the people he works with because they are “interesting, compassionate and capable without exception”. He also says his work provides him with many challenges and projects.

The dignity and security of a contract is the best thing about being in a union for Aaron. Not only for himself but his colleagues. It really makes a difference in how many people approach the work place and every worker should have a union.

When we asked Aaron what his favorite memory is as a union member he said, “MIA has one of the oldest arts museum unions in the country, but this was the first time I felt like we really acted like one. I’m proud of everyone who participated in our workplace actions over the course of the contract negotiations. It was really inspiring to see everyone come together!”

The thing Aaron wants his union siblings to know is, that a union is more than just a legal entity distinct from its membership and that it’s power comes from the solidarity with people around you in your workplace, community, and the world. “When people come together, organize, and claim their power, they cannot be defeated.”



A Message from Kelsie Anderson- New Business Rep

I’m so very happy to join OPEIU Local 12 as a staff member and look forward to meeting more members in my time as a union rep. I have already had the honor of meeting so many members through my time as a member, steward, vice president, and a president and I look forward to meeting and getting more opportunities to meet and serve more members in helping members fight for economic justice in their work place.

Some of you may already know a few things about me, but as a little background, I grew up in a union home and learned the value of a good contract through the privileges I had growing up thanks to my father’s contract with the Teamsters 120.

Most of my working life I have been a union member. First with UFCW 663 when I worked for Cub Foods, then with Unite Here Local 17 when I worked at the airport serving and bartending. When I started at HealthPartners in 2017, I fell in love with my union at OPEIU Local 12 immediately and instantly became involved as a steward and later as a leader. I quickly learned labor law, how to file grievances, how to negotiate a contract, and the importance of labor history and solidarity.

I am so incredibly grateful for the opportunities that OPEIU Local 12 has afforded me over the years in my growth and learning, and even more grateful for this opportunity to do what I truly love. I look forward to meeting and working with each and every one of you!

The Weingarten Difference

By Paula Moyer, HealthPartners Member

The main reason I moved over from Park Nicollet to HealthPartners was the benefit of union representation. However, the key benefits are not readily measurable in dollars and cents. Those are dignity and respect.

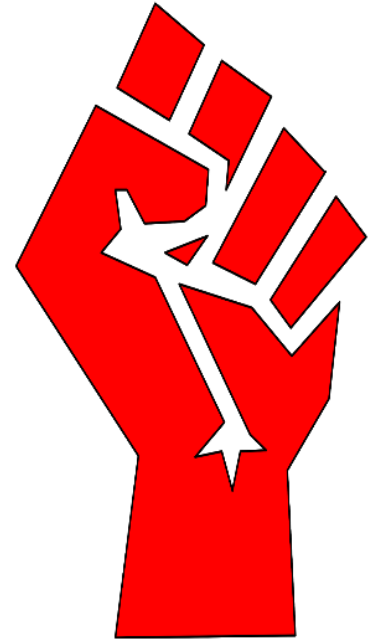
A key example of those benefits is our Weingarten rights: as union members, our employer must honor our request for union representation if we are being subjected to an “investigatory interview” (one that could lead to disciplinary action or termination). If they disregard our request, they are committing an unfair labor practice.

If you’re not unionized, you don’t have that right.

I experienced such an interview when I was at Park Nicollet. My supervisor played it down and said it was just a “check-in.” But when the time came, that “check-in” occurred in her supervisor’s office, with both of them present. I was alone. When I said I felt ambushed, I was told that I was being offensive and that I needed to watch myself.

I was terrified. I didn’t know what it was called, but I knew that this could not have happened in a union shop. I went online that night and started applying for jobs at HealthPartners. Within a week, I had an interview and by the end of that week, I had an offer.

Every morning when I come into my building and every evening when I leave, I pass the union bulletin boards, ours for OPEIU Local 12 and that of our sister union, SEIU Local 113. Prominently displayed on both are flyers that spell out exactly how to invoke Weingarten rights. Every time I see those flyers, I hold my head a little higher. I’ll never be pushed around again.



OPEIU Local 12 has selected a NEW VP.

A lot has happened in the last month. Lance Lindeman stepped retired, President Anderson stepped down as presiden to accept his position on staff, and Vice President Hogan moved into the Presidency spot. With these changes the Executive board needed to appoint a new Vice President.

The Executive board has selected Brother Spencer Olson who is a steward at HealthPartners. Olson has experience in organizing, political campaigns, and experience as a member in other unions too. We think this wealth of knowledge will bring some great positive changes to OPEIUL Local 12!

Please Join us in Welcoming Brother Spencer Olson on the Executive board at the May General Membership meeting on May 17th at 6pm. Please continue to watch our website for details on general membership meetings.



Important Dates

May 17th 6pm General Membership meeting via [Zoom](#)

September 20th General Membership Meeting Via [Zoom](#)

Zoom Meetings are subject to change** Please watch our website for updates

Reach Your Representative

Molly Thul- Business Rep- mthul@opeiu12.org
Kelsie Anderson- Business Rep- Kanderson@opeiu12.org
Cesar Montufar- Apprentice Organizer- Cmontufar@opeiu12.org
Devin Hogan- President- Dhogan@opeiu12.org
Accounting- Local12accounting@opeiu12.org



Question or Comment

Please share your comments about this edition. Send them to: cmontufar@opeiu12.org

Download the free OPEIU app at the App Store and Google Play.

Receive text updates from your union by texting Local12 to 97779. Message and data rates may apply.

Know Your Rights

OPEIU Members: Know your rights!

“Weingarten”* Rights

(*From a 1975 U.S. Supreme Court decision NLRB vs. Weingarten, Inc.)



You have the right to union representation any time you face a meeting or discussion with a supervisor that could lead to discipline. Your employer usually has no obligation to inform you of your right to have a union representative present. **You must ask for your rights!** Your employer must give you time to contact a union representative and allow the representative to be present at the meeting.

“Weingarten” rules apply when a supervisor is questioning an employee to obtain information the employee reasonably believes could be used as grounds for discipline. If the meeting is solely to inform about a discipline without an investigation, this rule doesn't apply. ***Here's what you can say:***

“If this meeting is an investigation that could in any way lead to discipline or termination, I request that my steward or union representative be present before continuing.”

Your employer may:

- (1) agree to your request and wait for the union representative to arrive or reschedule the meeting;
- (2) deny your request and end the meeting immediately;
- (3) give you the choice of ending the meeting or continuing without representation, or
- (4) deny the request and continue to ask questions. **You should then repeatedly but respectfully ask for union representation and protest the denial of your rights.**

Keep in Touch:

OPEIU International: www.opeiu.org

OPEIU Local 12: www.OPEIU12.org



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**NOTICE TO EMPLOYEES SUBJECT TO
UNION SECURITY CLAUSES:**

This Notice is for all employees working in the United States under an OPEIU contract containing a union security clause which requires, as a condition of employment, that an employee pay dues or fees to the Union. The obligation stated in this Notice is the only obligation under such clause regardless of the wording of the clause. Individuals who are members pay dues, while individuals who are nonmembers pay equivalent fees. These dues or fees, which are authorized by law, are your share of sustaining your Union's broad range of programs in support of you and your co-workers, but nonmembers may file objections to funding expenditures that are not germane to the collective bargaining process and thereby be obligated to pay fees representing only expenditures germane to the collective bargaining process.

Non-members may file objections to funding expenditures that are not germane to the collective bargaining process and thereby be obligated to pay fees representing only expenditures germane to the collective bargaining process.

Only if you are not a member of the Union or if you resign your membership, and in either case, file an objection to the funding of expenditures that are not germane to the collective bargaining process, may you pay fees representing only expenditures germane to the collective bargaining process. However, if you resign your membership, the many rights and opportunities available to Union members will not be open to you. For example, **you will not be able to:**

- Vote on the terms of your contract.
- Participate in the development of contract proposals.
- Participate in strike votes.
- Nominate, vote for, or serve as an officer of your Local Union or Steward in your workplace.
- Nominate, vote for, or serve as a Steward in your workplace.
- Nominate, vote for, or serve as a delegate to the International Convention.
- Enjoy discounts and other benefits available only to members, including eligibility for OPEIU scholarships for you and your family.

Individuals who are employed by public employers in the states of New Jersey and Minnesota are covered by the demand and return system applicable to them and are not covered by the procedure explained here. Expenditures germane to the collective bargaining process ("chargeable" expenditures) represent only that portion of the Union's expenditures devoted to collective bargaining, contract administration, grievances and arbitration, and other matters effecting wages, hours and other conditions of employment. Examples of "chargeable" expenditures include: the costs of negotiations with employers; contract administration expenses; communication with employers in regard to work-related issues; handling employees' work-related problems through the grievance and arbitration procedure; and Union administration.

Examples of expenditures not germane to the collective bargaining process ("non-chargeable") include expenses made for community services; for political purposes; for certain affiliation fees; and for benefits available only to members and their families. The fee reduction will represent these non-chargeable expenditures. The International Union's J.B. Moss Voice Of The

Electorate fund ("VOTE"), is an independent, segregated fund that receives voluntary donations, and contributes to political candidates who support the needs of working men and women. No money

received from dues or fees goes to the VOTE fund. Accordingly, the VOTE fund is not considered in the calculation of the percentage of expenditures that is spent on non-chargeable expenses.

Individuals who choose to file an objection will receive a rebate of their fees equal to the percentage of **17.44%**

As you consider whether to object, you should remember the most important right you have at work is the right to be represented by a union. When workers negotiate together through the union and speak with one voice, they win higher wages and better benefits and achieve greater respect and dignity on the job than workers who do not have workplace representation. There is strength in numbers. The stronger your union is, the better your contract will be.

Objections Procedure

Individuals who choose to file objections must submit them in writing to the Office and Professional Employees International Union, P.O. Box 1761, New York, N.Y. 10113, Attention: Mary Mahoney, Secretary-Treasurer. Objections should include the objector's name, home address, employer, and local union number.

Objections must be postmarked during the month of June. New hires who choose not to join the union may also submit their objections postmarked within thirty (30) days of being compelled to pay dues or fees to the union or within thirty (30) days of the new hire's receipt of a new employee letter from a local union. Newly resigned members may also submit their objections postmarked within thirty (30) days from receipt by the union of the resigning member's letter of resignation. All objections will be deemed continuing in nature unless or until the employee requests a change in status. Timely submitted objections will be effective on the first day of the month following the month in which the objections were received by the union.

Challenge Procedure

An objector may challenge the International Union's and/or the local union's classification or calculation of expenditures before a neutral arbitrator appointed by the American Arbitration Association pursuant to its Rules for Impartial Determination of Union Fees. Challenges may be coordinated or consolidated before a single arbitrator.

Objectors must submit written notification of any intended challenge to Mary Mahoney, Secretary-Treasurer, Office and Professional Employees International Union, P.O. Box 1761, New York, N.Y. 10113. Notifications must be received by the Secretary-Treasurer within thirty (30) days of the challenger's receipt of a letter from the local union informing the challenger of the amount of the rebate, the basis for the calculation, and the internal procedure for filing a challenge. That challenge should specify which classification and/or calculations of the International Union and/or local union are being challenged.

The union(s) shall bear the burden of justifying their classifications and calculations. If a hearing at which the parties or witnesses may be present is held by the arbitrator, it will be held at a location most convenient to the largest number of involved challengers. The cost of any arbitration proceeding will be paid for by the union(s). Challengers, however, will not be reimbursed for lost time and will have to pay for their own travel expenses and the fees, costs, and expenses of any persons they involve in the proceedings.

When a written challenge is received from an objector, the local union will place an amount equal to the challenged portion of the fee into an interest-bearing escrow account. It shall remain in that account until the appointed arbitrator issues a decision. Should the decision lower the percentage of chargeable expenditures to the challenger(s), the appropriate portion of the escrowed fees, plus the interest earned by that portion while in the escrow account, will be refunded. All objectors in each local union affected by the decision of the arbitrator will be responsible for the adjusted fee amount determined by the arbitrator. If the arbitrator approves all or part of the unions' classifications and/or calculations, the escrowed money and interest allocable to that part of the fee will revert to the union.

Chargeable and Non-Chargeable Expenses

In *CWA v. Beck*, the Supreme Court held that unions can only spend objecting nonmembers dues and fees on activities germane to collective bargaining, contract administration, or grievance adjustment. Since that time, the federal courts and the National Labor Relations Board (“NLRB”) have provided some guidance as to what is chargeable versus non-chargeable.

The following are examples of chargeable activities and expenditures:

- Preparation, negotiation, and ratification of collective bargaining agreements
- Contract administration
- Investigating, researching, and processing grievances and arbitrations
- Meetings and other communications with employers and employees regarding work-related issues
- Contract agreement printing expenses
- Demonstrations, leafletting, and strikes about OPEIU wages, hours, and working conditions, including visiting picket lines, strike committee meetings, etc.
- Preparation for and attendance at steward meetings and trainings
- Interpretation of the Union’s constitution, local elections, and local union management
- Convention expenses

The following are examples of non-chargeable activities and expenditures:

- New organizing
- Charitable contributions
- Scholarship funds
- Community services
- Political contributions
- Legislative and lobbying activity
- Membership-only benefits
- Voter registration and get-out-the-vote activity

Other expenses may be divided between chargeable and non-chargeable depending on whether they are germane to collective bargaining, contract administration, or grievance adjustment. The following are examples of potentially mixed expenditures:

- Salaries and other employment benefits
- Per capita payments to OPEIU (chargeable to the extent OPEIU’s International’s expenses as a whole are chargeable)
- Publications
- Committees and conferences
- Litigation and other adjudicatory proceedings
- Union administration, including rent, utilities, phones, insurance, overhead, and automobiles