

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MINNESOTA**

KATHLEEN URADNIK,

Plaintiff,

v.

INTER FACULTY ORGANIZATION,  
ST. CLOUD STATE UNIVERSITY,  
BOARD OF TRUSTEES OF THE  
MINNSOTA STATE COLLEGES AND  
UNIVERSITIES,

Defendants.

Case No. 0:18-cv-01895-PAM-LIB

**MOTION FOR A PRELIMINARY INJUNCTION**

Pursuant to Federal Rule of Civil Procedure 65(a), Plaintiff Kathleen Uradnick hereby moves the Court to preliminarily enjoin the Defendants, the Board of Trustees of the Minnesota State Colleges and Universities (the “Board”), St. Cloud State University (the “University”), and the Inter Faculty Organization (the “Union”), from holding out and regarding the Union as Dr. Uradnick’s representative and agent. The Defendants’ actions under Minnesota law to appoint the Union as Dr. Uradnick’s “exclusive representative” violate her First Amendment rights because they compel her to speak by appointing a Union that speaks for her and because they force her into an expressive association with that Union. Those violations cause Dr. Uradnick ongoing, substantial, and irreparable injury, while implicating no constitutional right or interest of the Defendants. Likewise, the public interest supports an injunction so as to further First Amendment rights. This Motion is accompanied by a Memorandum of Points and Authorities.

Dr. Uradnick respectfully requests that the Rule 65(C) bond amount, if any be required, be set at one dollar, as the “the preliminary injunction will cause no harm” to

Defendants. *Northshor Experience, Inc. v. City of Duluth*, 442 F. Supp. 2d 713, 723 (D. Minn. 2006) (declining to impose a bond in First Amendment case); *Bukaka, Inc. v. Cty. of Benton*, 852 F. Supp. 807, 813 (D. Minn. 1993) (same); *Roth v. Bank of the Commonwealth*, 583 F.2d 527, 538–39 (6th Cir. 1978); *Interbake Foods, L.L.C. v. Tomasiello*, 461 F. Supp. 2d 943, 979 (N.D. Iowa 2006) *BJS No. 2, Inc. v. City of Troy, Ohio*, 87 F. Supp. 2d 800, 820 (S.D. Ohio 1999).

For the foregoing reasons and as set forth in the accompanying Memorandum, this Motion for a Preliminary Injunction should be granted.

July 31, 2018

Respectfully submitted,

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**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF  
MOTION FOR A PRELIMINARY INJUNCTION**

Defendants, the Board of Trustees of the Minnesota State Colleges and Universities (the “Board”), St. Cloud State University (the “University”), and the Inter Faculty Organization (the “Union”), have appointed the Union as Plaintiff Kathleen Uradnik’s exclusive representative with her employer, the Board, despite the fact that she disagrees with its speech made on her behalf and in her name and does not wish to associate with it. That is, as the Supreme Court recently recognized, “a significant impingement on associational freedoms that would not be tolerated in other contexts.” *Janus v. Am. Fed’n of State, Cty., & Mun. Employees, Council 31*, 138 S. Ct. 2448, 2478 (2018). Being a plain violation of Dr. Uradnik’s speech and associational rights under the First Amendment, it should not be tolerated here. The Union’s unwanted speech and advocacy on her behalf on “matters of substantial public concern,” *id.* at 2460, causes Dr. Uradnik ongoing, substantial, and irreparable injury. For that reason, Dr. Uradnik respectfully requests that the Court enjoin the Union from holding itself out as Dr. Uradnik’s representative and agent

and enjoin the Board from regarding it as her representative and agent. Like all Americans, she has the right to insist that she alone speak for herself.

## FACTS

### **A. Minnesota Law Permits Governmental Entities To Recognize a Union as Employees’ “Exclusive Representative”**

Minnesota law empowers a union to become the exclusive bargaining representative for public employees in a bargaining unit (such as a university) in a two-step process. Minn. Stat. § 179A.12. First, the union may obtain a certification election by presenting proof to Minnesota’s employee-relations board that at least 30 percent of employees in a proposed bargaining unit wish to be represented by the union. Minn. Stat. § 179A.12, subd. 3. Second, if the Minnesota employee-relations board concludes that the proposed bargaining unit is appropriate under Minnesota law, it must conduct an election. Minn. Stat. § 179A.12, subds. 5–6. If the union obtains at least a majority of votes of bargaining-unit employees in the election, it is certified as the exclusive representative of employees in the bargaining unit. Minn. Stat. § 179A.12, subd. 8.

A public employer must bargain collectively with a union that obtains status as the exclusive representative of some or all its employees. Minn. Stat. § 179A.13, subd. 2(5). The scope of those mandatory negotiations includes the “terms and conditions of employment” for employees of the public employer. Minn. Stat. § 179A.14, subd. 1(a). This includes “the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer’s personnel policies affecting the working conditions of the employees.” Minn. Stat. § 179A.03, subd. 19.

Additionally, Minnesota law identifies a class of “professional employees” and affords such employees the right “to meet and confer with a representative or committee of the public employer” regarding “all matters that are not terms and conditions of employment.” Minn. Stat. § 179A.08. The statute authorizes employees of a public employer to designate a single “representative” to represent all employees of that employer. Minn. Stat. § 179A.08, subd. 2.

The result is that the public employer recognizes the union as the representative of *all* employees in a unit—including those who have declined to join the union—in bargaining over a wide variety of matters of public interest. A union’s status as exclusive representative curtails the rights of employees to “express or communicate a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment” where that expression of views would “circumvent the rights of the exclusive representative.” Minn. Stat. § 179A.06, subd. 1.

**B. The Board Appoints the Union To Speak for Dr. Uradnik**

The Plaintiff, Dr. Uradnik, is a tenured faculty member at the University. Uradnik Decl. ¶ 2. She is not a member of the Union, *id.* ¶ 8, and, in fact, disagrees with the Union on many issues, including issues related to terms and conditions of employment and issues related to governance of the University. *Id.* ¶¶ 13–22.

Nonetheless, Minnesota law permits the Board to appoint the Union as Dr. Uradnik’s unwanted representative and agent so that it can speak on her behalf on many issues of substantial public concern. As authorized by Minnesota law, the Board recognizes the Union as “the exclusive bargaining representative” for “all faculty members” at the University. Uradnik Ex. A, Collective Bargaining Agreement (“Agreement”) Art. 2 § B.

Their Agreement provides, in a section called “Exclusive Right,” that “[t]he Employer will not meet and negotiate relative to those terms and conditions of employment subject to negotiations with any employee groups or organizations composed of employees covered by this Agreement except through the Association.” *Id.* Art. 3, § B. The employees covered by the Agreement are all faculty members within the bargaining unit, both union members and non-members.

The Agreement records the Board’s and Union’s negotiated points of agreement, including those pertaining to wages, benefits, grievances, the school year, workload, coaching assignments, office hours, severance, retirement, leaves of absence, and so on. The Agreement also designates the Union as the representative to exercise the rights of employees of the Board to “meet and confer” about “all matters” that are not terms and conditions of employment. *Id.* Art. 6, § B. Among other things, this right includes an exclusive right to “confer on the need for faculty to serve on System-level committees, after which the [Union] shall appoint the faculty.” *Id.* Art. 6, § B, subd. 1 (emphasis added). Additionally, the Agreement affords local affiliates of the Union to establish committees to meet and confer with university officials. *Id.* Art. 6, § B, subd. 2. Under that Article, the Union and the University have established an extensive set of search, service, and governance committees, which, in turn exercise a share of authority in setting policy at the University.<sup>1</sup>

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<sup>1</sup> These committees exert substantial authority over university policy, including hiring. Compl. ¶¶ 29–31. As a practical matter, serving on such a committee—and, hence, being a Union member—is a prerequisite to advancing at the University. *Id.* ¶ 32. This violation of Dr. Uradnik’s rights is the subject of Count II of her Complaint. *See id.* ¶¶ 60–69. Dr. Uradnik does not seek a preliminary injunction on Count II at this time.

Faculty have no choice but to submit to the Union in resolving disputes with the Board. Although a faculty member may decline to be represented by the Union, the Agreement's grievance process—which applies “whenever a *bargaining unit member* has a grievance,” *id.* Art. 28 (emphasis added)—only affords the “exclusive representative” the right to take any action, such as requesting various meetings and hearings. *Id.* Thus, the Agreement subjects non-union-members to the grievance process and gives them no rights in that process. Accordingly, to obtain the benefit of representation in disputes with the Board or University, faculty must associate with the Union.

### **ARGUMENT**

A four-factor test applies to a motion for a preliminary injunction: “(1) the threat of irreparable harm to the movant; (2) the state of the balance between this harm and the injury that granting the injunction will inflict on other parties litigant; (3) the probability that movant will succeed on the merits; and (4) the public interest.” *Home Instead, Inc. v. Florance*, 721 F.3d 494, 497 (8th Cir. 2013) (quotations omitted); *see also Winter v. Natural Resources Defense Council, Inc.*, 555 U.S. 7, 20 (2008)).

#### **I. Dr. Uradnik Is Likely To Succeed on the Merits of Her Claim**

The state of Minnesota and Defendants have imposed on Dr. Uradnik a government-appointed lobbyist who attempts to influence government on her behalf and in her name, as her agent and representative, despite the fact that she disagrees with the positions it attributes to her. But the First Amendment protects the individual rights of free speech and free association. Freedom of speech “includes both the right to speak freely and the right to refrain from speaking at all.” *Wooley v. Maynard*, 430 U.S. 705, 714 (1977). “The right to eschew association for expressive purposes is likewise protected.” *Janus v. Am. Fed’n of State*,

*Cty., & Mun. Employees, Council 31*, 138 S. Ct. 2448, 2463 (2018); *see also Roberts v. United States Jaycees*, 468 U.S. 609, 623 (1984) (“Freedom of association...plainly presupposes a freedom not to associate”). Minnesota’s exclusive-representation scheme violates both rights, because it compels public employees to speak by appointing a union that speaks for them and because it forces them into an expressive association with that union.

**A. Minnesota Law Compels Dr. Uradnik’s Speech on Matters of Substantial Public Concern**

Under Minnesota law and the Agreement, the government has appointed the Union as Dr. Uradnik’s representative and agent. Minn. Stat. § 179A.13, subd. 2(5); Minn. Stat. § 179A.08; Minn. Stat. § 179A.06, subd.1; Agreement Art. 3, § B. In that role, it speaks for her on matters that the Supreme Court has recognized to be “overwhelmingly of substantial public concern.” *Janus*, 138 S. Ct. at 2477. But the First Amendment prohibits the government from compelling Dr. Uradnik’s speech.

That the Defendants compel Dr. Uradnik’s speech is indisputable. The Union has been appointed, per Minnesota law, as her “representative,” Minn. Stat. § 179A.14, subd. 1(a), and under the Agreement it is named her “exclusive bargaining representative” in interactions with the Board. Agreement Art 2 § B. Having sought and obtained exclusive-representative status, the Union’s duty under Minnesota law is to represent all public employees in a bargaining unit, including Dr. Uradnik. Minn. Stat. § 179A.12, subd. 8; Minn. Stat. § 179A.13, subd. 2(5). It carries out that duty through, among other things “speech in collective bargaining.” *Janus*, 138 S. Ct. at 2475. In so doing, “the union speaks for the *employees*.” *Id.* at 2474 (emphasis in original). In other words, it speaks on their behalf, as their official representative and agent. Its speech is attributable to them and

therefore constitutes compelled speech. *Johanns v. Livestock Marketing Ass’n*, 544 U.S. 550, 564–65, 566 n.11 (2005).

But, as Justice Jackson put it, “If there is any fixed star in our constitutional constellation, it is that no official, high or petty, can prescribe what shall be orthodox in politics, nationalism, religion, or other matters of opinion or force citizens to confess by word or act their faith therein.” *West Virginia Bd. of Ed. v. Barnette*, 319 U.S. 624, 642 (1943). Instead, “[t]he First Amendment mandates that [courts] presume that speakers, not the government, know best both what they want to say and how to say it.” *Riley v. Nat’l Fed’n of the Blind*, 487 U.S. 781, 790–91 (1988). “[T]he government, even with the purest of motives, may not substitute its judgment as to how best to speak for that of speakers...; free and robust debate cannot thrive if directed by the government.” *Id.* at 791. For that reason, government-compelled speech is subject to strict scrutiny. *Id.* at 789–90, 800–01 (1988).<sup>2</sup>

The Defendants’ burden is therefore to show that the challenged regulation is necessary to serve a compelling state interest and is narrowly tailored to achieve that end. *Id.*; *Boos v. Barry*, 485 U.S. 312, 312 (1988). The government’s putative interest in “labor peace,” which has typically been advanced to defend public-sector union arrangements, is

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<sup>2</sup> The Supreme Court has assumed, without answering the question, that compelled subsidization of speech is subject to exacting scrutiny under which a compelled subsidy must “‘serve a compelling state interest that cannot be achieved through means significantly less restrictive of associational freedoms.’” *Janus*, 138 S. Ct. at 2465 (quoting *Knox v. Service Employees*, 567 U.S. 298, 310 (2012)). Strict scrutiny, however, is applicable to compelled speech because “[f]orcing free and independent individuals to endorse ideas they find objectionable is always demeaning,” to the point that the Court’s “landmark” decision in *Barnette* recognized “that a law commanding ‘involuntary affirmation’ of objected-to beliefs would require ‘even more immediate and urgent grounds’ than a law demanding silence.” *Id.* (quoting *West Virginia Bd. of Ed. v. Barnette*, 319 U.S. 624, 633 (1943)). The compelled-speech regulation at issue here fails under either standard.

not sufficient. “Labor peace” refers to the potential for “conflict and disruption” that might arise “if the employees in a unit were represented by more than one union.” *Janus*, 138 S. Ct. at 2465 (discussing *Abood*, 431 U.S. at 220–21). In *Janus*, the Supreme Court rejected out of hand that argument that “labor peace” justified compelled subsidization of union speech, recognizing that “it is now undeniable that ‘labor peace’ can readily be achieved ‘through means significantly less restrictive of associational freedoms.’” 138 S. Ct. at 2466 (quotation marks omitted); *see also Harris v. Quinn*, 134 S. Ct. 2618, 2640 (2014) (rejecting similar argument).

“Labor peace” is no more compelling a government interest when it comes to justifying compelled speech, as opposed to compelled subsidization of speech as in *Harris* and *Janus*. After all, the First Amendment already affords public workers a near-absolute right to speak out themselves on matters of public concern and to join alternative labor organizations, just like they may enter into any number of private associations free from government retaliation. *Heffernan v. City of Paterson, N.J.*, 136 S. Ct. 1412, 1416 (2016) (“The First Amendment generally prohibits government officials from dismissing or demoting an employee because of the employee’s engagement in constitutionally protected political activity.”). Compelling Dr. Uradnik’s speech through the Union does nothing to relieve any “conflict and disruption” that could arise from her own voluntary speech and associations. Moreover, such voluntary speech and associations are unlikely to lead to disruption or conflict because the government has no obligation to listen to the views of any such person or organization. *Minn. Bd. for Community Colleges v. Knight*, 465 U.S. 271, 283 (1984) (“The Constitution does not grant to members of the public generally a right to be heard by public bodies making decisions of policy.”). The government may avoid any potential conflict

simply by declining to bargain with rival unions—a means far more tailored than compelling its employees’ speech. Indeed, *doing nothing* is likely sufficient to maintain “labor peace,” as demonstrated by the experience of Tennessee, which abolished exclusive representation for teachers in 2011. *See* Tenn. Code. Ann. § 49-5-603.

In any instance, “labor peace” is not a compelling interest that supports overriding public workers’ First Amendment rights. Although the Supreme Court found that “labor peace” (when combined with the interest in avoiding free-riders) supported compelled subsidization of speech in *Abood*, it borrowed the “labor peace” concept from Commerce Clause precedents without any consideration of its proper place in the First Amendment architecture. *See Abood v. Detroit Bd. of Ed.*, 431 U.S. 209, 220 (1977), *overruled by Janus*, 138 S. Ct. 2448 (2018). As the Supreme Court has recognized, “*Abood* was poorly reasoned” and specifically failed to “independently evaluate the strength of the government interests that were said to support the challenged” policies. *Janus*, 138 S. Ct. at 2479–80. Notably, *Abood* did not involve a challenge to exclusive representation, only to the payment of agency fees, and so is not binding on the issues presented here. More importantly, for the reasons identified by the Supreme Court in *Janus* and *Harris v. Quinn*, 134 S. Ct. 2618, 2632–34 (2014), *Abood*’s musings on First Amendment values are ill-considered and unpersuasive and should not be extended.

Finally, Defendants’ actions here are not supported by *Knight*, which upheld a “restriction on participation” in certain bargaining activities that limited participation to an exclusive representative. 465 U.S. at 273. There was no issue of compelled speech. *Id.* at 291 n.13 (“Of course, this case involves no claim that anyone is being compelled to support [union] activities.”).

## **B. Minnesota Law Compels Dr. Uradnik To Associate with the Union**

In addition to compelling her speech, Minnesota law forces Dr. Uradnik to join into an expressive association with the Union, also in violation of her First Amendment rights.

At issue here is an “expressive association.” An association “is protected by the First Amendment’s expressive associational right” if the parties come together to “engage in some form of expression, whether it be public or private.” *Boy Scouts*, 530 U.S. at 648. That is, of course, the entire purpose of the Union’s appointment as Dr. Uradnik’s exclusive representative—to rely on her status as an employee of the Board to advocate on behalf of her and the other employees. *Compare United States v. United Foods*, 533 U.S. 405, 411–12 (2001) (looking at the whole regulatory scheme to determine that challenged “advertising itself, far from being ancillary, is the principal object of the regulatory scheme”).

“Freedom of association...plainly presupposes a freedom not to associate.” *Roberts v. United States Jaycees*, 468 U.S. 609, 623 (1984); *see also Pacific Gas & Elec. Co. v. Public Util. Comm’n of Cal.*, 475 U.S. 1, 12 (1986) (plurality opinion) (“[F]orced associations that burden protected speech are impermissible”). Compelled association is therefore subject to “exacting scrutiny” and therefore must “serve a compelling state interest that cannot be achieved through means significantly less restrictive of associational freedoms.” *Knox v. Serv. Employees Int’l Union, Local 1000*, 567 U.S. 298, 310 (2012); *see also Boy Scouts of America v. Dale*, 530 U.S. 640, 648 (2000) (same).

The Defendants’ actions here fail to pass muster, for the same reasons stated above with respect to compelled speech. Even if the Board has a compelling interest in promoting “labor peace”—which it does not—compelling unwilling public employees to associate with the Union is in no manner a tailored means of achieving it, when significantly less

restrictive means (like declining to recognize and bargain with multiple unions or simply doing nothing) would readily suffice.

Also relevant is the weight of the interests at stake. Exacting scrutiny is to some extent a balancing test: “the associational interest in freedom of expression has been set on one side of the scale, and the State’s interest on the other.” *Boy Scouts*, 530 U.S. at 658–59. Even facially compelling state interests—eradicating discrimination, assuring equal access to places of public accommodation—have been found to be outweighed by the burden of government intrusion on associations that are, themselves, expressive. *Hurley v. Irish-American Gay, Lesbian and Bisexual Group of Boston*, 515 U.S. 557, 574–75 (1995); *Boy Scouts*, 530 U.S. at 559. Compared to those cases, the assumed governmental interest here is far more speculative and far more attenuated from the policy at issue—there is, by contrast, a direct connection between anti-discrimination law and discrimination—while the expressive injury is equally severe.

Finally, again, *Knight* does not control here. The district court in that case “rejected [the faculty members’] attack on the constitutionality of exclusive representation in bargaining over terms and conditions of employment, relying chiefly on *Abood*,” but the issue on appeal to the Supreme Court was the district court’s holding for the faculty members that excluding them from “meet and confer” sessions violated their First Amendment rights. 465 U.S. at 278–79. Dr. Uradnik’s claim is not that she or an organization with which she chooses to associate has a right to participate in a bargaining session, but that she cannot be compelled to associate with the Union through its advocacy as her representative or agent.

## **II. Dr. Uradnik Will Be Irreparably Harmed Unless the Court Grants Relief**

“The loss of First Amendment freedoms, for even minimal periods of time, unquestionably constitutes irreparable injury.” *Elrod v. Burns*, 427 U.S. 347, 373 (1976); *Jones v. Caruso*, 569 F.3d 258, 277 (6th Cir. 2009); *Johnson v. Minneapolis Park & Recreation Bd.*, 729 F.3d 1094, 1101 (8th Cir. 2013) (same). Indeed, in First Amendment cases like this one, the likelihood of success often will be the determinative factor because, “[w]hen a plaintiff has shown a likely violation of his or her First Amendment rights, the other requirements for obtaining a preliminary injunction are generally deemed to have been satisfied.” *Minnesota Citizens Concerned for Life, Inc. v. Swanson*, 692 F.3d 864, 870 (8th Cir. 2012). And the irreparable harm here is exacerbated because the Union continues to speak, engage in advocacy, and petition government on Dr. Uradnik’s behalf on an ongoing basis.

## **III. The Balance of the Equities Weighs in Dr. Uradnik’s Favor**

The balance of the equities weighs heavily in Dr. Uradnik’s favor. Absent judicial relief, she is deprived of her First Amendment rights to be free from compelled speech and association. The Defendants, in stark contrast, have no constitutional right to authorize the Union to speak for her or on her behalf and to compel her to associate with the Union. *Knox* made clear that when the choice is between First Amendment rights and governmental policies favoring a public-sector labor union, that choice must always be resolved *against* “the side whose constitutional rights are not at stake.” 567 U.S. at 321. Because Dr. Uradnik’s First Amendment rights conflict with the Defendants’ non-constitutional interest, the equities favor Dr. Uradnik.

#### IV. An Injunction Is in the Public Interest

“The likely First Amendment violation further means that the public interest and the balance of harms (including irreparable harm to CEF) favor granting the injunction.” *Child Evangelism Fellowship of Minn. v. Minneapolis Special Sch. Dist. No. 1*, 690 F.3d 996, 1004 (8th Cir. 2012); *see also Phelps-Roper v. Nixon*, 545 F.3d 685, 694 (8th Cir. 2008) (“the public is served by the preservation of constitutional rights”). For that reason, “determination of where the public interest lies also is dependent on the determination of the likelihood of success on the merits of the First Amendment challenge because it is always in the public interest to protect constitutional rights.” *Phelps-Roper v. Nixon*, 509 F.3d 480, 485 (8th Cir. 2007). Here, Defendants violate the First Amendment by compelling Dr. Uradnik’s speech and expressive association. The public interest thus plainly favors injunctive relief. In addition, the compelled speech and association directly injure the public, because they present a misleading picture to public officials of the support for policies advocated by the Union and aid policies that ultimately are not in the public interest. The public interest is not advanced by a government scheme to put words in the mouths of members of the public—quite the opposite.

#### CONCLUSION

The Court should enter a preliminary injunction on Count I to prevent the Union from holding itself out as Dr. Uradnik’s representative and agent and prevent the Board from regarding it as her representative and agent.

July 31, 2018

Respectfully submitted,

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**LR 7.1(f) & LR 72.2(d) CERTIFICATE OF COMPLIANCE**

I, Danyll W. Foix, hereby certify that the foregoing Memorandum of Points and Authorities in Support of Motion for a Preliminary Injunction complies with Local Rule 7.1(f).

I further certify that, in preparation of the above document, I obtained the word count from Microsoft Word and the above document contains 3,964 words.

Dated July 31, 2018

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Defendants.

Case No. 0:18-cv-01895-PAM-LIB

**DECLARATION OF KATHLEEN URADNIK**

Pursuant to 28 U.S.C. § 1746, I, Kathleen Uradnik, declare and state as follows:

1. I am over the age of 18 years and am competent to make this declaration. I have personal knowledge of the facts stated herein, and if called as a witness, I could and would competently testify thereto.
2. I am a tenured political science professor at St. Cloud State University (the "University") in St. Cloud, Minnesota.
3. I am an employee of the State of Minnesota, hired pursuant to the policies and employment contract negotiated and enforced by the Board of Trustees of the Minnesota State Colleges and Universities System (the "System").
4. The Inter Faculty Organization (the "Union") has been designated as the exclusive bargaining agent for faculty employees in the seven universities of the System.
5. The System has entered into a series of collective bargaining agreements with the Union, including the latest "Agreement." A true and correct copy of the Agreement is attached as Exhibit A.

6. Under that Agreement, the bargaining unit includes all faculty members at St. Cloud State University and other universities under the System's control. *See* Agreement Art. 2, § B.

7. I belong to the bargaining unit covered by the Agreement.

8. I am not a member of the Union.

9. Under Minnesota law and the Agreement, and without my affirmative consent, the Union acts as my exclusive representative and agent to the System when collectively bargaining, in grievance proceedings, in other contacts with the System and its agents and employees, and when engaging in other public and governmental advocacy.

10. The Union speaks on my behalf. The Union's speech to and petitioning of the government in its representative capacity is imputed to me because of the Union's status under Minnesota law and the Agreement as my agent and representative, despite that I do not authorize the Union to advocate or otherwise speak on my behalf.

11. My unwanted association with the Union is forced upon me by Minnesota law and government officials, despite my actual refusal to associate with the Union.

12. I oppose many of the positions the Union has taken, including on political and policy matters.

13. I oppose numerous of the positions that the Union has taken on my behalf relating to, among other things, wages, hours, and conditions of employment. Indeed, the Union has taken positions as my exclusive representative that are contrary to my conscience and beliefs.

14. Specifically, I oppose the Union's position regarding the definition and practice of "shared governance" that lies at the heart of the Agreement and governs the relationship between the System and its university faculty employees.

15. I oppose the Union's right under the Agreement to control, process, and award hundreds of thousands of dollars in public System funds for faculty research and professional development.

16. I oppose the additional compensation and perquisites given to Union faculty members for performance of job duties when non-union faculty members are ineligible for the same.

17. I oppose the Union's decision to reject the filing of my grievance regarding my exclusion from University search, service, and governance committees, as well as the Union's grievance seeking to remove me from service on the search committee for my dean.

18. I oppose the Union's practice of leaving committee seats vacant when I and other non-union faculty members have volunteered to serve on them.

19. I oppose requiring seniority to be the sole substantive criteria in layoff decisions to the exclusion of any merit factors, as well as the concept of "super tenure," under Art. 23, § B, subd. 3 (c).

20. I oppose positions advocated by the Union that favored or resulted in the cutting of academic programs rather than allowing a reduction in fringe benefits for faculty.

21. I oppose the Union's choice to take no confidence votes in administrators, including the former President of St. Cloud State University and the former Chancellor of the System.

22. I am restricted from speaking on my own behalf or petitioning the government on my own behalf by virtue of the Union's designation as my exclusive bargaining agent.

I declare under penalty of perjury that the foregoing is true and correct. Executed on July 26, 2018.

  
Kathleen Uradnik

# EXHIBIT A

<b>ARTICLE 1 PARTIES</b>	1
<b>ARTICLE 2 EQUAL OPPORTUNITY AND NON-DISCRIMINATION</b>	1
SECTION A. EMPLOYER RESPONSIBILITY	1
SECTION B. IFO RESPONSIBILITY	1
SECTION C. AFFIRMATIVE ACTION PLAN	1
<i>Subd. 1</i>	1
<i>Subd. 2. Americans With Disabilities Act.</i>	1
<i>Subd. 3. Processing Allegations of Discrimination and Final Jurisdiction</i>	1
<i>Subd. 4. Voluntary Mediation of Disputes</i>	2
SECTION D. ASSOCIATION MEMBERSHIP	2
<b>ARTICLE 3 RECOGNITION</b>	2
SECTION A. RECOGNITION	2
SECTION B. EXCLUSIVE RIGHT	2
SECTION C. UNIT DISPUTES	2
<b>ARTICLE 4 ACADEMIC FREEDOM</b>	2
SECTION A. POLICY.	2
SECTION B. PROHIBITION	2
SECTION C. FACULTY RIGHTS, RESPONSIBILITIES AND OBLIGATIONS	3
SECTION D. RESEARCH AND PUBLICATION	3
<b>ARTICLE 5 DEFINITIONS</b>	3
SECTION A. TERMS USED WITHIN THIS AGREEMENT	3
<i>Subd. 1. Academic Year</i>	3
<i>Subd. 2. Adjunct</i>	3
<i>Subd. 3. Administration</i>	3
<i>Subd. 4. Alternative Session</i>	3
<i>Subd. 5. Association</i>	3
<i>Subd. 6. Athletic Appointments</i>	3
<i>Subd. 7. Board</i>	3
<i>Subd. 8. Chancellor</i>	3
<i>Subd. 9. Community Faculty</i>	3
<i>Subd. 10. Days</i>	4
<i>Subd. 11. Department Chair</i>	4
<i>Subd. 12. Department Recall</i>	4
<i>Subd. 13. Domestic Partner</i>	4
<i>Subd. 14. Duty Day</i>	4
<i>Subd. 15. Employee(s), Faculty and Faculty Member</i>	4
<i>Subd. 16. Employer</i>	4
<i>Subd. 17. Endowed Chair</i>	4
<i>Subd. 18. Fixed Term Appointment</i>	4
<i>Subd. 19. Grievance</i>	4
<i>Subd. 20. Grievant</i>	4
<i>Subd. 21. Immediate Family</i>	4
<i>Subd. 22. Immediate Supervisor</i>	5
<i>Subd. 23. Inter Faculty Organization</i>	5
<i>Subd. 24. Just Cause</i>	5
<i>Subd. 25. Meet and Confer</i>	5

<i>Subd. 26. Meet and Negotiate</i> .....	5
<i>Subd. 27. Minnesota State Colleges and Universities System</i> .....	5
<i>Subd. 28. Non-Renewal</i> .....	5
<i>Subd. 29. Non-Tenure Track Appointments</i> .....	5
<i>Subd. 30. Overload</i> .....	5
<i>Subd. 31. PELRA</i> .....	5
<i>Subd. 32. President</i> .....	5
<i>Subd. 33. Presidential Designee</i> .....	5
<i>Subd. 34. Prior Consideration</i> .....	6
<i>Subd. 35. Probationary Appointments</i> .....	6
<i>Subd. 36. Professional Development Plan</i> .....	6
<i>Subd. 37. Professional Development Report</i> .....	6
<i>Subd. 38. Professional Improvement Funds</i> .....	6
<i>Subd. 39. Professional Study and Travel Funds</i> .....	6
<i>Subd. 40. Program</i> .....	6
<i>Subd. 41. Promotion</i> .....	6
<i>Subd. 42. Reassigned Time</i> .....	6
<i>Subd. 43. Recall</i> .....	6
<i>Subd. 44. Recommendation</i> .....	7
<i>Subd. 45. Release Time</i> .....	7
<i>Subd. 46. Resident Faculty</i> .....	7
<i>Subd. 47. Sabbatical Leave</i> .....	7
<i>Subd. 48. Service</i> .....	7
<i>Subd. 49. Tenured Appointment</i> .....	7
<b>ARTICLE 6 ASSOCIATION RIGHTS</b> .....	7
SECTION A. DUES CHECK-OFF .....	7
<i>Subd. 1</i> .....	7
<i>Subd. 2</i> .....	7
<i>Subd. 3</i> .....	7
SECTION B. MEET AND CONFER .....	8
<i>Subd. 1. State IFO Meet and Confer</i> .....	8
<i>Subd. 2. University Meetings</i> .....	8
SECTION C. INFORMATION .....	9
SECTION D. COMMUNICATIONS .....	9
SECTION E. COPIES OF AGREEMENTS .....	9
SECTION F. ASSOCIATION MEMBERSHIP .....	10
SECTION G. IFO/ASSOCIATION BUSINESS .....	10
SECTION H. RELEASE TIME .....	10
<i>Subd. 1. Release Time for IFO President</i> .....	10
<i>Subd. 2. Other Release Time</i> .....	10
<i>Subd. 3.</i> .....	10
SECTION I. SABBATICAL .....	10
<b>ARTICLE 7 MANAGEMENT RIGHTS</b> .....	11
<b>ARTICLE 8 AGREEMENT AGAINST LOCKOUTS AND STRIKES</b> .....	11
SECTION A. LOCKOUTS .....	11
SECTION B. STRIKES .....	11
<b>ARTICLE 9 PERSONNEL FILES</b> .....	11

SECTION A. PERSONNEL FILES .....	11
SECTION B. ACCESS.....	12
SECTION C. EXCLUSIVE REPRESENTATIVE .....	12
SECTION D. RIGHT TO COPIES .....	12
SECTION E. EXPIRATION .....	12
<b>ARTICLE 10 WORKLOAD.....</b>	<b>12</b>
SECTION A. FACULTY WORKLOAD .....	12
<i>Subd. 1</i> .....	13
<i>Subd. 1.1.</i> .....	13
<i>Subd. 2. Office Hours</i> .....	14
<i>Subd. 3. Interactive Television</i> .....	14
<i>Subd. 4. Off-campus Credit Instruction</i> .....	14
<i>Subd. 5. Assessment of Prior Learning</i> .....	14
<i>Subd. 6. Miscellaneous Instructional Categories</i> .....	14
SECTION B. NON-TEACHING FACULTY WORKLOAD.....	15
<i>Subd. 1. Librarians/Media Faculty</i> .....	15
<i>Subd. 2. Counseling Center</i> .....	15
<i>Subd. 3. Student Teacher Supervisors</i> .....	15
<i>Subd. 4. Exceptions</i> .....	15
SECTION C. EXCESS WORKLOAD .....	15
SECTION D. DUTY DAYS.....	15
<i>Subd. 1. Regular Appointments</i> .....	15
<i>Subd. 1.1. Nine-Month Appointments</i> .....	16
<i>Subd. 1.2. Current Faculty</i> .....	16
<i>Subd. 1.3. Payment of Salary</i> .....	16
<i>Subd. 2. Extended Appointments</i> .....	17
<i>Subd. 2.1. Extended Appointments for Nine-Month Faculty</i> .....	17
<i>Subd. 3. Limited Appointments</i> .....	17
SECTION E. ACADEMIC CALENDAR.....	17
SECTION F. DELEGATE ASSEMBLY.....	17
SECTION G. ATHLETIC DIRECTORS, COACHES, AND TRAINERS .....	17
<i>Subd. 1</i> .....	17
<i>Subd. 2. Categories</i> .....	18
<i>Subd. 3. Initial Appointments</i> .....	18
<i>Subd. 4. Compensation</i> .....	18
<i>Subd. 5. Equivalent Workloads</i> .....	18
<i>Subd. 6. Coaches with Non-Coaching Assignments</i> .....	19
<i>Subd. 7. Extended Duty Days</i> .....	20
<i>Subd. 8. Evaluation and Renewal of Athletic Appointments</i> .....	20
<i>Subd. 9. Renewal and Extension of Athletic Appointments</i> .....	20
<i>Subd. 10. Vacancies</i> .....	20
<i>Subd. 11. Assistant Coaches</i> .....	20
SECTION I. FORENSICS .....	21
<i>Subd. 1. Reassigned Time</i> .....	21
<i>Subd. 2. Compensation</i> .....	21
SECTION J. METROPOLITAN STATE UNIVERSITY COMMUNITY FACULTY .....	21
<i>Subd. 1. Definitions</i> .....	21
<i>Subd. 2. Workload</i> .....	21
<i>Subd. 3. Salaries</i> .....	21
<i>Subd. 4. Professional Improvement</i> .....	22

<i>Subd. 5. Department and Program Involvement .....</i>	22
<i>Subd. 6. Appointment .....</i>	22
<i>Subd. 7. Benefits .....</i>	23
<b>ARTICLE 11 SALARIES .....</b>	23
SECTION A. RETURNING FACULTY .....	23
<i>Subd. 1. Salaries .....</i>	23
<i>Subd. 2 .....</i>	23
<i>Subd. 3 .....</i>	23
SECTION B. PROMOTED FACULTY .....	24
<i>Subd. 1 .....</i>	24
<i>Subd. 2 .....</i>	24
<i>Subd. 3. Promotions .....</i>	24
SECTION C. FACULTY WHO PROVIDE EARLY NOTICE OF RETIREMENT .....	24
SECTION D. NEW FACULTY ASSIGNMENT AND PLACEMENT .....	24
<i>Subd. 1 .....</i>	24
<i>Subd. 2 .....</i>	24
<i>Subd. 3 .....</i>	24
SECTION E. SERVICE AT THE TOP OF THE SCHEDULE .....	24
SECTION F. DEATH IN SERVICE .....	25
SECTION G. HEALTH AND DENTAL PREMIUM AND EXPENSE ACCOUNTS .....	25
<i>Subd. 1 .....</i>	25
<i>Subd. 2 .....</i>	25
<i>Subd. 3 .....</i>	25
SECTION H. DEPENDENT CARE EXPENSE ACCOUNT .....	25
SECTION I. SALARY EQUITY .....	25
<i>Subd. 1. The Salary Review Committee ("SRC") .....</i>	25
<i>Subd. 2 .....</i>	26
<i>Subd. 3 .....</i>	26
<i>Subd. 4. Decisions .....</i>	26
<i>Subd. 5 .....</i>	26
SECTION J. PART-TIME FACULTY PLACEMENT ON SALARY SCHEDULE .....	26
SECTION K. CAREER STEPS .....	27
SECTION L. MINIMUM SALARY PLACEMENT .....	27
SECTION M. ADJUNCT .....	27
SECTION N. UNIVERSITY SCHOLARS .....	27
<i>Subd. 1 .....</i>	27
<i>Subd. 2 .....</i>	27
<i>Subd. 3 .....</i>	28
SECTION O. ENDOWED CHAIRS .....	28
<i>Subd. 1 .....</i>	28
<i>Subd. 2 .....</i>	28
SECTION Q. SALARY SCHEDULE .....	30
<b>ARTICLE 12 OVERLOAD PAY AND NON-INSTRUCTIONAL ACTIVITIES .....</b>	31
SECTION A. DEFINITION .....	31
SECTION B. COMPENSATION .....	31
<i>Subd. 1. Instruction .....</i>	31
<i>Subd. 2. Metropolitan State University Resident Faculty Instruction .....</i>	32
<i>Subd. 3. Non-instructional Activities .....</i>	32
SECTION C. APPLICATION .....	32

SECTION D. LIMITATION .....	32
<i>Section E. Information</i> .....	32
<b>ARTICLE 13 SUMMER SESSIONS</b> .....	32
SECTION A. WORKLOAD.....	32
SECTION B. SUMMER SESSION DEFINED .....	33
SECTION C. SALARIES.....	33
SECTION D. ASSIGNMENT.....	33
<b>ARTICLE 14 [RESERVED]</b> .....	33
<b>ARTICLE 15 RETIREMENT</b> .....	33
SECTION A. PHASED RETIREMENT PROGRAM .....	33
<i>Subd. 1. Eligibility</i> .....	33
<i>Subd. 2. Implementation</i> .....	33
<i>Subd. 3. Benefits</i> .....	34
<i>Subd. 4</i> .....	34
<i>Subd. 5. Expectations</i> .....	34
SECTION B. ANNUITANT EMPLOYMENT PROGRAM .....	34
<i>Subd. 1. Eligibility</i> .....	34
<i>Subd. 2. Implementation</i> .....	34
<i>Subd. 3. Benefits</i> .....	35
<i>Subd. 4. Expectations</i> .....	35
SECTION C. SUPPLEMENTAL RETIREMENT .....	35
<b>ARTICLE 16 SEVERANCE PAY</b> .....	35
SECTION A. ELIGIBILITY .....	35
<i>Subd. 2</i> .....	35
<i>Subd. 3</i> .....	36
SECTION B. COMPUTATION .....	36
SECTION C. REAPPOINTMENT .....	36
SECTION D. EARLY SEPARATION INCENTIVE .....	36
<i>Subd. 1. Eligibility</i> .....	36
<i>Subd. 2. Sunset</i> .....	36
<i>Subd. 3. Individual Eligibility</i> .....	36
<i>Subd. 4. Institutional Designation</i> .....	37
<i>Subd. 5. Benefits Contribution</i> .....	37
<i>Subd. 6</i> .....	37
SECTION E. HEALTH CARE SAVINGS PLAN .....	37
<i>Subd. 1</i> .....	37
<i>Subd. 2</i> .....	38
<b>ARTICLE 17 PAID LEAVES OF ABSENCE</b> .....	38
SECTION A. SICK LEAVE.....	38
<i>Subd. 1</i> .....	38
<i>Subd. 2</i> .....	38
<i>Subd. 3</i> .....	38
<i>Subd. 4</i> .....	38
<i>Subd. 5</i> .....	39
<i>Subd. 6</i> .....	39
<i>Subd. 8</i> .....	39

<i>Subd. 9</i> .....	39
<i>Subd. 10</i> .....	39
SECTION B. BEREAVEMENT LEAVE .....	40
<i>Subd. 1. Bereavement leave</i> .....	40
<i>Subd. 2. Bereavement leave</i> .....	40
SECTION C. MILITARY LEAVE OF ABSENCE .....	40
SECTION D. COURT-RELATED LEAVES .....	40
<i>Subd. 1. Service upon a jury</i> .....	40
<i>Subd. 2. Appearance before a court, legislative committee</i> .....	40
<i>Subd. 3</i> .....	40
SECTION E. EMERGENCY .....	40
SECTION F. ACCRUED BENEFITS .....	40
SECTION G. PAID LEAVE OF ABSENCE .....	40
SECTION H. PAID PARENTAL LEAVE .....	41
<i>Subd. 1</i> .....	41
<i>Subd. 2</i> .....	41
<i>Subd. 3</i> .....	41
<b>ARTICLE 18 LEAVES WITHOUT PAY</b> .....	41
SECTION A. LEAVES .....	41
<i>Subd. 1. General Leaves</i> .....	41
<i>Subd. 2. Educational Leave</i> .....	41
<i>Subd. 3. Administrative Leave</i> .....	41
<i>Subd. 4. Extended Leaves</i> .....	42
SECTION B. PARENTAL LEAVE .....	42
SECTION C. MAINTENANCE OF BENEFITS .....	42
SECTION D. ACCRUED BENEFITS .....	42
<b>ARTICLE 19 PROFESSIONAL IMPROVEMENT</b> .....	43
SECTION A. PROFESSIONAL IMPROVEMENT FUNDS .....	43
<i>Subd. 1</i> .....	43
<i>Subd. 2</i> .....	43
<i>Subd. 3</i> .....	44
<i>Subd. 4</i> .....	44
SECTION B. PROFESSIONAL STUDY AND TRAVEL .....	44
<i>Subd. 1</i> .....	44
<i>Subd. 2</i> .....	44
<i>Subd. 3</i> .....	44
SECTION C. SABBATICAL LEAVE .....	45
<i>Subd. 1</i> .....	45
<i>Subd. 2. Eligibility</i> .....	45
<i>Subd. 3</i> .....	46
<i>Subd. 4</i> .....	46
<i>Subd. 5</i> .....	46
<i>Subd. 6</i> .....	46
<i>Subd. 7</i> .....	47
<b>ARTICLE 20 DEPARTMENTS AND DEPARTMENT CHAIRPERSONS</b> .....	47
SECTION A. DEPARTMENTS .....	47
<i>Subd. 1</i> .....	47
<i>Subd. 2</i> .....	47

<i>Subd. 3</i> .....	47
<i>Subd. 4</i> .....	48
<i>Subd. 5</i> .....	48
<i>Subd. 6</i> .....	48
SECTION B. DUTIES OF DEPARTMENT CHAIRPERSONS .....	48
<i>Subd. 1</i> .....	48
<i>Subd. 2</i> .....	48
<i>Subd. 3</i> .....	48
SECTION C. DEPARTMENT CHAIR REASSIGNED TIME AND COMPENSATION .....	48
<i>Subd. 1</i> .....	48
<i>Subd. 2</i> .....	49
<i>Subd. 3</i> .....	49
SECTION D. DEPARTMENT CHAIR SELECTION .....	49
<i>Subd. 1. Search</i> .....	49
<i>Subd. 2. Nomination</i> .....	50
<i>Subd. 3. Temporary Vacancies</i> .....	50
SECTION E. DEPARTMENT RECALL .....	50
<i>Subd. 1</i> .....	50
<i>Subd. 2</i> .....	50
SECTION F. REMOVAL .....	51
SECTION G. VACANCIES .....	51
SECTION H. TERM .....	51
<i>Subd. 1</i> .....	51
<i>Subd. 2</i> .....	51
<i>Subd. 3</i> .....	51
<i>Subd. 4</i> .....	51
SECTION I. DIRECTORS AND OTHER COORDINATING ASSIGNMENTS .....	51
<i>Subd. 1</i> .....	51
<i>Subd. 2</i> .....	51
<b>ARTICLE 21 APPOINTMENT OF FACULTY</b> .....	<b>52</b>
SECTION A. FILLING POSITIONS .....	52
<i>Subd. 1</i> .....	52
<i>Subd. 2. Prior Consideration</i> .....	52
SECTION B. APPOINTMENT DATE .....	52
SECTION C. INFORMATION .....	53
SECTION D. INITIAL ASSIGNMENT .....	53
SECTION E. APPOINTMENT .....	53
<i>Subd. 1. Fixed-Term Appointments</i> .....	53
<i>Subd. 2. Non-Tenure Track Appointments</i> .....	54
<i>Subd. 3. Adjunct</i> .....	54
<i>Subd. 4. Community Faculty Appointments</i> .....	55
<i>Subd. 5. Athletic Appointments</i> .....	55
<i>Subd. 6. Probationary Appointments</i> .....	55
<i>Subd. 7. Tenured Appointments</i> .....	56
SECTION F. APPOINTMENT OF ADMINISTRATORS .....	57
<i>Subd. 1</i> .....	57
<i>Subd. 2</i> .....	57
<i>Subd. 3</i> .....	57
<b>ARTICLE 22 PROFESSIONAL DEVELOPMENT AND EVALUATION</b> .....	<b>58</b>

SECTION A. PURPOSE .....	58
SECTION B. CRITERIA .....	58
SECTION C. SCHEDULE AND FREQUENCY .....	58
<i>Subd. 1. Frequency</i> .....	58
<i>Subd. 2. Schedule for Evaluation</i> .....	59
SECTION D. PROFESSIONAL DEVELOPMENT PLANS (PDP) .....	59
<i>Subd. 1. Plan Content</i> .....	59
<i>Subd. 2. Faculty Comments</i> .....	60
<i>Subd. 3. Administrative Comments</i> .....	60
<i>Subd. 4. Record Keeping</i> .....	60
SECTION E. PROGRESS REPORTS .....	60
<i>Subd. 1. Report Content</i> .....	60
<i>Subd. 2. Faculty Comments</i> .....	60
<i>Subd. 3. Administrative Comments</i> .....	60
<i>Subd. 4. Record Keeping</i> .....	61
SECTION F. COMMUNITY FACULTY REPORT CONTENT .....	61
SECTION G. POST-TENURE REVIEW .....	61
SECTION H. ELECTRONIC SUBMISSIONS .....	61
<b>ARTICLE 23 RETRENCHMENT .....</b>	<b>61</b>
SECTION A. RETRENCHMENT .....	61
<i>Subd. 1. Defined</i> .....	61
<i>Subd. 2</i> .....	61
SECTION B. PROCEDURE .....	61
<i>Subd. 1. Attrition</i> .....	61
<i>Subd. 2. Retraining</i> .....	62
<i>Subd. 3. Order of Personnel Reductions and Layoff</i> .....	62
<i>Subd. 4. Advanced Notice</i> .....	63
<i>Subd. 6. Sabbatical Leave</i> .....	63
<i>Subd. 7. Retraining</i> .....	64
SECTION C. CLAIMING AND RECALL RIGHTS .....	64
<i>Subd. 1. Notices of Vacancies</i> .....	64
<i>Subd. 2 Designation of Academic Areas</i> .....	64
<i>Subd. 3. Advanced Notice of Vacancies</i> .....	64
<i>Subd. 4. Retrenchment List</i> .....	64
SECTION D. CLAIMING .....	65
<i>Subd. 1</i> .....	65
<i>Subd. 2</i> .....	65
<i>Subd. 3</i> .....	65
<i>Subd. 4</i> .....	65
<i>Subd. 5</i> .....	65
<i>Subd. 6</i> .....	66
<i>Subd. 7</i> .....	66
<i>Subd. 8</i> .....	66
<i>Subd. 9</i> .....	66
SECTION E. RECALL .....	66
<i>Subd. 1</i> .....	66
<i>Subd. 2</i> .....	66
<i>Subd. 3</i> .....	67
<i>Subd. 4</i> .....	67
SECTION F. RECALLED FACULTY/SUCCESSFUL CLAIMERS .....	67

<i>Subd. 1</i> .....	67
<i>Subd. 2</i> .....	67
SECTION G. OUTPLACEMENT SERVICE .....	67
SECTION H. GRIEVANCE PROCEDURE .....	67
<b>ARTICLE 24 FACULTY RIGHTS IN DISCIPLINARY AND INVESTIGATIVE ACTION</b> .....	67
SECTION A. DISCIPLINARY ACTION .....	67
<i>Subd. 1. Oral Reprimand</i> .....	68
<i>Subd. 2. Written Reprimand</i> .....	68
<i>Subd. 3. Suspension</i> .....	68
<i>Subd. 4. Dismissal</i> .....	68
SECTION B. INVESTIGATIVE SUSPENSION .....	68
<b>ARTICLE 25 TENURE, PROMOTIONS, AND NON-RENEWAL</b> .....	69
SECTION A. CRITERIA .....	69
<i>Subd. 1. Tenure</i> .....	69
<i>Subd. 2. Promotion</i> .....	69
<i>Subd. 3. Changing Expectations</i> .....	69
SECTION B. SCHEDULE AND FREQUENCY .....	69
SECTION C. TENURE .....	70
<i>Subd. 1. Tenure application</i> .....	70
<i>Subd. 2. Department/program/faculty recommendation</i> .....	70
<i>Subd. 3. Supervisor's recommendation</i> .....	70
<i>Subd. 4. Vice President's recommendation</i> .....	70
<i>Subd. 5. President's consideration</i> .....	71
<i>Subd. 6. President's decision</i> .....	71
<i>Subd. 7. Denial of tenure</i> .....	71
<i>Subd. 8. Terminal year</i> .....	71
<i>Subd. 9. Meeting with the President</i> .....	71
<i>Subd. 10. Voluntary withdrawal</i> .....	71
SECTION D. PROMOTION .....	71
<i>Subd. 1. Application</i> .....	72
<i>Subd. 2. Department/program/faculty recommendation</i> .....	72
<i>Subd. 3. Supervisor's recommendation</i> .....	72
<i>Subd. 4. Vice President's recommendation</i> .....	72
<i>Subd. 5. President's decision</i> .....	72
<i>Subd. 6. Meeting with President</i> .....	72
<i>Subd. 7. Eligibility for promotion</i> .....	72
<i>Subd. 8. Effective date of promotion</i> .....	73
<i>Subd. 9. Promotion of instructors</i> .....	73
SECTION E. NON-RENEWAL OF PROBATIONARY FACULTY .....	73
<i>Subd. 1. Schedule for Non-Renewal</i> .....	73
<i>Subd. 2</i> .....	73
<i>Subd. 3</i> .....	73
<i>Subd. 4</i> .....	73
<i>Subd. 5</i> .....	73
<i>Subd. 6</i> .....	74
SECTION F. NON-RENEWAL OF NON-TENURE TRACK FACULTY .....	74
SECTION G. DISMISSAL OF TENURED FACULTY .....	74
SECTION H. ARBITRATION .....	74

<b>ARTICLE 26 [RESERVED]</b> .....	74
<b>ARTICLE 27 GENERAL PROVISIONS</b> .....	74
SECTION A. LEGAL COUNSEL .....	74
SECTION B. UNEMPLOYMENT COMPENSATION .....	74
<i>Subd. 1. External Employment and Other Activities</i> .....	74
<i>Subd. 2. Conflict of Interest</i> .....	75
<i>Subd. 3. Confidentiality</i> .....	76
<i>Subd. 4. Patents and Intellectual Property</i> .....	77
SECTION D. TRAVEL ON BEHALF OF THE EMPLOYER .....	77
<i>Subd. 1. Reimbursement</i> .....	77
<i>Subd. 2. Use of Private Vehicles</i> .....	77
SECTION E. CHECK ISSUANCE .....	78
SECTION F. SICK LEAVE BALANCE .....	78
SECTION G. COURSES, TUITION AND FEES .....	78
SECTION H. CONTINUATION OF BENEFITS .....	78
SECTION I. TUITION EXTENSION FOR RETRENCHED FACULTY .....	78
SECTION J. PARTICIPATION IN STUDENT LOAN FORGIVENESS PROGRAMS .....	79
<b>ARTICLE 28 GRIEVANCE PROCEDURE</b> .....	79
DEFINITIONS .....	79
INFORMAL STEP. ....	79
STEP I. ....	80
STEP II. ....	80
STEP III. ....	80
STEP IV. ....	80
REGULAR ARBITRATION .....	81
<b>ARTICLE 29 SENIORITY</b> .....	82
SECTION A. DEFINITIONS .....	82
<i>Subd. 1. Seniority</i> .....	82
<i>Subd. 2. Full-Time Equivalent Year</i> .....	82
<i>Subd. 3. Continuous Service</i> .....	82
SECTION B. APPLICATION .....	83
<i>Subd. 1</i> .....	83
<i>Subd. 2</i> .....	83
SECTION C. SENIORITY ROSTER .....	83
<i>Subd. 1. Roster Format</i> .....	83
<i>Subd. 2. Cross Rostering</i> .....	84
<i>Subd. 3. Roster Corrections</i> .....	85
SECTION D. PRIORITIES .....	85
<b>ARTICLE 30 [RESERVED]</b> .....	86
<b>ARTICLE 31 TRANSFERS</b> .....	86
SECTION A. WITHIN A UNIVERSITY .....	86
SECTION B. BETWEEN UNIVERSITIES .....	86
SECTION C. TRANSFERRED RIGHTS .....	86
<i>Subd. 1. Benefits</i> .....	86
<i>Subd. 2. Seniority</i> .....	86
<i>Subd. 3. Tenure</i> .....	86

<b>ARTICLE 32 SAVINGS CLAUSE .....</b>	<b>87</b>
<b>ARTICLE 33 COMPLETE AGREEMENT AND WAIVER.....</b>	<b>87</b>
SECTION A. COMPLETE AGREEMENT.....	87
SECTION B. MODIFICATIONS AND REPEAL.....	87
SECTION C. WAIVER.....	87
<b>ARTICLE 34 DURATION .....</b>	<b>87</b>
SECTION A. EFFECTIVE DATES .....	87
SECTION B. LEGISLATIVE ACTION .....	87
SECTION C. RENEWAL AND REOPENING.....	88
<b>ARTICLE 35 INSURANCE .....</b>	<b>88</b>
SECTION A. STATE EMPLOYEE GROUP INSURANCE PROGRAM.....	88
SECTION B. ELIGIBILITY FOR GROUP PARTICIPATION .....	88
<i>Subd. 1. Faculty Members - Basic Eligibility.....</i>	<i>88</i>
<i>Subd. 2. Faculty Members - Special Eligibility.....</i>	<i>88</i>
<i>Subd. 3. Dependents .....</i>	<i>89</i>
<i>Subd. 4. Continuation of Coverage .....</i>	<i>91</i>
SECTION C. ELIGIBILITY FOR EMPLOYER CONTRIBUTION .....	91
<i>Subd. 1. Full Employer Contribution.....</i>	<i>91</i>
<i>Subd. 2. Partial Employer Contribution.....</i>	<i>92</i>
<i>Subd. 3. Special Eligibility.....</i>	<i>92</i>
<i>Subd. 4. Maintaining Eligibility for Employer Contribution.....</i>	<i>93</i>
SECTION D. AMOUNT OF EMPLOYER CONTRIBUTION .....	93
<i>Subd. 1. Contribution Formula .....</i>	<i>93</i>
<i>Subd. 2. Contribution Formula .....</i>	<i>93</i>
<i>Subd. 3. Contribution Formula .....</i>	<i>94</i>
SECTION E. COVERAGE CHANGES AND EFFECTIVE DATES .....	94
<i>Subd. 1. When Coverage May be Chosen.....</i>	<i>94</i>
<i>Subd. 2. When Coverage May be Changed or Cancelled .....</i>	<i>95</i>
<i>Subd. 3. Effective Date of Coverage.....</i>	<i>96</i>
<i>Subd. 4. Open Enrollment .....</i>	<i>97</i>
<i>Subd. 5. Coverage Selection Prior to Retirement .....</i>	<i>97</i>
SECTION F. BASIC COVERAGES .....	97
<i>Subd. 1. Faculty Member and Family Health Coverage .....</i>	<i>98</i>
<i>Subd. 2. Employee Life Coverage .....</i>	<i>105</i>
SECTION G. OPTIONAL COVERAGES.....	107
<i>Subd. 1. Employee and Family Dental Coverage.....</i>	<i>107</i>
<i>Subd. 2. Life Coverage.....</i>	<i>108</i>
<i>Subd. 3. Disability Coverage.....</i>	<i>109</i>
<i>Subd. 4. Accidental Death and Dismemberment Coverage .....</i>	<i>110</i>
<i>Subd. 5. Continuation of Optional Coverages During Unpaid Leave or Layoff.....</i>	<i>110</i>
<b>APPENDIX A GRIEVANCE - PART 1 .....</b>	<b>112</b>
<b>APPENDIX B ACADEMIC AREAS--STATE UNIVERSITIES.....</b>	<b>113</b>
<b>APPENDIX C LETTER OF UNDERSTANDING.....</b>	<b>117</b>
<b>APPENDIX D DEPARTMENT OF EMPLOYEE RELATIONS - DEFINITION OF SAME SEX DOMESTIC PARTNER FOR INSURANCE PURPOSES .....</b>	<b>118</b>

<b>APPENDIX E POSITION DESCRIPTION FOR DEPARTMENT CHAIR.....</b>	<b>119</b>
<b>APPENDIX F .....</b>	<b>120</b>
<b>APPENDIX G GUIDELINES FOR EVALUATION .....</b>	<b>128</b>
<b>APPENDIX H.....</b>	<b>132</b>
<b>APPENDIX I .....</b>	<b>134</b>
<b>APPENDIX J.....</b>	<b>136</b>

## **ARTICLE 1**

### **Parties**

This Agreement is entered into by and between the Board of Trustees, Minnesota State Colleges and Universities, hereinafter called the Employer, and the Inter Faculty Organization, hereinafter called the IFO.

## **ARTICLE 2**

### **Equal Opportunity and Non-Discrimination**

**Section A. Employer Responsibility.** The Employer accepts its responsibility to insure equal opportunity in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, disability, reliance on public assistance, sex, marital status, sexual orientation/affectional preference, or any other class or group distinction, as set forth by state or federal anti-discrimination laws, or in Board policy.

**Section B. IFO Responsibility.** The IFO accepts its responsibility as exclusive bargaining representative, and agrees to represent all faculty members in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age, disability, reliance on public assistance, sex, marital status, sexual orientation/affectional preference, or any other class or group distinction, as set forth by state or federal anti-discrimination laws, or in Board policy.

### **Section C. Affirmative Action Plan.**

**Subd. 1.** The Employer shall have an Affirmative Action Plan that is uniform in application throughout the Minnesota state universities. The IFO shall have the right to meet and confer on the provisions and procedures of the Plan. The Employer and the IFO are both firmly committed to affirmative action.

**Subd. 2. Americans With Disabilities Act.** Whenever the Employer or President/designee determines to take actions within the faculty bargaining unit which are necessary for the reasonable accommodation of any qualified disabled individual to effectuate compliance with the Americans with Disabilities Act, or other applicable law prohibiting discrimination on the basis of disability, he/she shall first discuss the action with the affected department/unit. In these decisions, all participants shall adhere to the rules pertaining to confidentiality.

**Subd. 3. Processing Allegations of Discrimination and Final Jurisdiction.** The IFO recognizes the Employer's obligation to take timely and appropriate action with regard to allegations and findings of discrimination. This includes the Employer's obligation to establish procedures for investigation of discrimination complaints. The IFO shall have the right to meet and confer on the procedures established by the Employer. The Employer recognizes the IFO's obligation to fully represent bargaining unit employees when asked by employees to do so. The parties recognize that final jurisdiction for resolving claims of discrimination is vested in various state and federal agencies and the courts.

**Subd. 4. Voluntary Mediation of Disputes.** The IFO and the Employer agree to offer a voluntary mediation option for resolution of allegations of discrimination.

**Section D. Association Membership.** There shall be no discrimination by the Employer or the Administration because of membership or non-membership in the IFO, or because of activities on behalf of the IFO, nor shall any attempts be made to discourage or encourage membership in the IFO.

### **ARTICLE 3 Recognition**

**Section A. Recognition.** Pursuant to the Minnesota Public Employment Labor Relations Act of 1971, as amended, the Employer recognizes the Association as the exclusive representative in the appropriate unit as described in the decisions of the Bureau of Mediation Services in the cases 72-PR-180-A, 73-PR-414-A, and 73-PR-431-A dated January 24, 1975; and the Bureau of Mediation decision in cases 72-PR-180-A, 73-PR-414-A and 73-PR-431-A dated April 24, 1975, case 80-PR-1305-A dated June 30, 1980; and case 83-PR-1218-A dated September 9, 1983.

**Section B. Exclusive Right.** The Employer will not meet and negotiate relative to those terms and conditions of employment subject to negotiations with any employee groups or organizations composed of employees covered by this Agreement except through the Association.

**Section C. Unit Disputes.** The parties will attempt to resolve disputes over bargaining unit inclusion or exclusion of new or revised positions. In the event the parties fail to reach agreement within thirty (30) days as to the inclusion or exclusion of such positions, either party may refer the matter to the Bureau of Mediation Services for determination.

### **ARTICLE 4 Academic Freedom**

**Section A. Policy.** It shall be the policy of MnSCU to maintain and encourage full freedom, within the law, of inquiry, teaching, and research. The Employer shall not discriminate against a faculty member for engaging in political activities or holding or voicing political views, so long as the exercise of this right does not interfere with his/her responsibilities as a faculty member.

**Section B. Prohibition.** The Employer agrees not to use any mechanical or electronic listening or recording devices except with the faculty member's express consent, and to inform the IFO if that consent is given; provided, however, that nothing herein shall be construed to preclude the recording and/or transcription by court reporter of formal proceedings, including arbitration, where a record or minutes are customarily maintained. Both the Employer and the IFO agree that neither may unilaterally record or transcribe, by court reporter, contract negotiation sessions or grievance meetings, including those at the universities, without the written consent of the other party.

**Section C. Faculty Rights, Responsibilities and Obligations.** In the exercise of academic freedom, the faculty member may, without limitation, discuss his/her own subject in the classroom; he/she may not, however, claim as his/her right the privilege of persistently discussing in the classroom any matter which has no relation to the course subject. In extramural utterances, the faculty member has an obligation to not represent himself/herself as an institutional spokesperson, unless so designated by the President.

**Section D. Research and Publication.** A faculty member is entitled to full freedom in research and in the publication of results, so long as he/she fulfills the requirements of his/her other academic duties

## **ARTICLE 5**

### **Definitions**

**Section A.** Terms used within this Agreement shall have the following meanings.

**Subd. 1. Academic Year.** Academic Year is defined as beginning with the start of fall semester and ending with the completion of spring semester.

**Subd. 2. Adjunct Appointments.** An adjunct appointment is faculty employment pursuant to Article 21, Section E, Subd. 3, for stated periods that carries no implication of future employment.

**Subd. 3. Administration.** Administration shall mean the Chancellor of the Minnesota State Colleges and Universities, university presidents, and designees.

**Subd. 4. Alternative Session.** Alternative session means any session outside of fall, spring and summer sessions.

**Subd. 5. Association.** Association shall mean the local IFO chapters (Faculty Association) at each university.

**Subd. 6. Athletic Appointments.** An athletic appointment is faculty employment pursuant to Article 10, Section G.

**Subd. 7. Board of Trustees.** Board of Trustees or Board shall mean the Board of Trustees of the Minnesota State Colleges and Universities.

**Subd. 8. Chancellor.** Chancellor shall refer to the Chancellor of the Minnesota State Colleges and Universities.

**Subd. 9. Community Faculty.** A community faculty appointment is employment at Metropolitan State University pursuant to Article 10, Section J.

**Subd. 10. Days.** Days means calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes. Where the Agreement sets a specific date, and that date falls on a Saturday, Sunday or holiday on which the University or Chancellor's Office is closed, the due date shall fall on the next regular business day.

**Subd. 11. Department Chair.** Department chairs are faculty members whose role is generally described in Article 20 and Appendix E.

**Subd. 12. Department Recall.** Department recall refers to the process specified in Article 20, Section E, by which a department votes whether to recommend that the President/designee declare a vacancy to exist in the departmental chair.

**Subd. 13. Domestic Partner.** Domestic partner shall mean domestic partner as defined by the Department of Employee Relations. (See Appendix D.)

**Subd. 14. Duty Day.** Duty Day shall mean a day included in the university calendar or individual faculty member's appointment on which a faculty member engages in duties as described in this Agreement.

**Subd. 15. Employee(s), Faculty and Faculty Member.** Employee or Faculty Member shall mean a member of the appropriate unit as described in this Agreement. Employees or Faculty shall mean all members of the appropriate unit as described in this Agreement.

**Subd. 16. Employer.** Employer shall mean the Board of Trustees of the Minnesota State Colleges and Universities, also referred to as MnSCU.

**Subd. 17. Endowed Chair.** Endowed chairs are positions to which faculty are appointed pursuant to Article 11, Section O. These positions are funded by sources other than tuition, fees, legislative appropriations to MnSCU, or proceeds from those sources.

**Subd. 18. Fixed Term Appointment.** A fixed-term appointment is faculty employment pursuant to Article 21, Section E, Subd. 1. Fixed-term employment terminates at the end of the appointment period and carries no implication for future employment.

**Subd. 19. Grievance.** A grievance means a dispute or disagreement as to the interpretation or application of any term or terms of any contract required under Minnesota Statutes § 179A.21 Subd. 1.

**Subd. 20. Grievant.** Grievant is a bargaining unit member or a group of unit members, Association or IFO filing a grievance.

**Subd. 21. Immediate Family.** For purposes of sick leave and bereavement leave pursuant to Article 17, immediate family shall be defined to include the spouse, siblings, children, stepchildren, foster children, grandchildren, wards, grandparents, parents, or parents of a faculty member's spouse. Immediate family shall also include any other individual who regularly resides in the employee's household.

**Subd. 22. Immediate Supervisor.** Immediate Supervisor shall mean a Dean or other individual, not a member of the bargaining unit, who has supervisory authority over faculty.

**Subd. 23. Inter Faculty Organization.** Inter Faculty Organization, IFO or Union shall refer to the exclusive representative of the bargaining unit.

**Subd. 24. Just Cause.** Just Cause as used in this Agreement means that there must be reasons for disciplinary action and that the action taken must be commensurate with the severity of the offense.

**Subd. 25. Meet and Confer.** Meet and Confer shall mean the exchange of views and concerns between employers and their respective employees at meetings scheduled for this purpose in accordance with Article 6 of this Agreement and the applicable provisions of PELRA.

**Subd. 26. Meet and Negotiate.** Meet and Negotiate shall mean the performance of the mutual obligations between MnSCU and the IFO to meet at reasonable times, including where possible, meeting in advance of the budget making process, with the good faith intent of entering into an agreement on terms and conditions of employment without compelling either party to agree to a proposal or to make a concession.

**Subd. 27. Minnesota State Colleges and Universities System (or MnSCU) or System.** System or Minnesota State Colleges and Universities System shall mean System of Minnesota State Colleges and Universities (also known as MnSCU).

**Subd. 28. Non-Renewal.** Non-renewal refers to the discontinuance of a probationary and/or non-tenure track faculty member's employment pursuant to Article 25, Sections E or F.

**Subd. 29. Non-Tenure Track Appointments.** A non-tenure track appointment is faculty employment pursuant to Article 21, Section E, Subd. 2. Such appointments are continuing and without the right of tenure.

**Subd. 30. Overload.** Overload is defined as a specific assignment, acceptable to the faculty member and approved by the President/designee, occurring within a faculty member's period of appointment which is in excess of the faculty member's workload as defined in Article 10 and Article 13.

**Subd. 31. PELRA.** PELRA shall mean the Minnesota Public Employment Labor Relations Act of 1971, as amended.

**Subd. 32. President.** President shall refer to the presidents of each university.

**Subd. 33. Presidential Designee.** Whenever allowed by this Agreement, the use of a designee by the President shall in no way abrogate the responsibility and accountability of the President for the decisions made by the designee. Within thirty days of signing this Agreement, each President will furnish the IFO and the local Association a list of his/her appropriate designees.

A President may revise his/her list of designees after the Association has been provided an opportunity to meet and confer in accordance with Article 6. In the event of a new President being appointed, he/she will submit a list of designees within thirty (30) days of assuming office. No member of the bargaining unit shall be a presidential designee.

**Subd. 34. Prior Consideration.** Prior consideration refers to the consideration given to current faculty members, in accordance with Article 21, Section A, Subd. 2, or Article 10, Section G, Subd. 6, when a university determines to fill a probationary position.

**Subd. 35. Probationary Appointments.** A probationary appointment is faculty employment pursuant to Article 21, Section E, Subd. 6. Such employment is for a stated term and is designed to lead to tenure.

**Subd. 36. Professional Development Plan.** Professional Development Plan (PDP) refers to plans developed by faculty members addressing the criteria contained in Article 22 and Appendix G.

**Subd. 37. Professional Development Report or Progress Report.** Professional Development Report (PDR) refers to the reports submitted by faculty pursuant to Article 22 describing progress made in respect to achieving objectives as specified in the faculty member's professional development plan.

**Subd. 38. Professional Improvement Funds.** Professional improvement funds means support funds for improving professional competence provided pursuant to Article 19, Section A.

**Subd. 39. Professional Study and Travel Funds.** Professional study and travel funds are funds for faculty development provided pursuant to Article 19, Section B.

**Subd. 40. Program.** Program shall mean units in which a major and/or minor area of curricular study is normally available.

**Subd. 41. Promotion.** Promotion refers to an increase in academic rank based on the promotion process set forth in Article 25.

**Subd. 42. Reassigned Time.** Reassigned time shall mean an alternative assignment other than classroom teaching for one or more credit hours during the academic year or summer. For those faculty whose primary assignments are non-classroom instruction, e.g., coaches, librarians and counselors, reassigned time shall mean an alternative assignment other than their principal assignment to fulfill the professional development criteria of Article 22.

**Subd. 43. Recall.** Recall refers to reemployment in inverse seniority order of laid off faculty in the same or a similar position in the same department or program from which the faculty member was laid off in accordance with Article 23, Section F.

**Subd. 44. Recommendation.** When the contract requires or provides for a recommendation on a personnel action, the recommendation must include written reasons and must be signed and dated by the person or persons who make said recommendation.

**Subd. 45. Release Time.** Release time shall mean the granting of a paid exemption from duties normally required or performed. Such release time will be for one or more duty days and does not include sick leave and emergency or personal leave time.

**Subd. 46. Resident Faculty.** Resident faculty at Metropolitan State University shall be those faculty appointed as fixed-term, probationary or tenured faculty.

**Subd. 47. Sabbatical Leave.** A sabbatical leave is taken by a faculty member pursuant to Article 19 to enhance professional development, support department/unit goals, and/or meet the instructional, service or research priorities of the university.

**Subd. 48. Service.** When a written notice or a written response is required to be given under the terms of this Agreement, such notice or response shall be made by personal service or service by first class mail. Personal service shall be deemed complete when the notice or response is handed to or receipted by the party to whom directed. First class mail shall be deemed complete and sufficient service upon mailing to the last home address of the faculty member contained in the official personnel file.

**Subd. 49. Tenured Appointment.** A tenured appointment is a faculty appointment pursuant to Article 21, Section E, Subd. 7, upon successful completion of the probationary period. Tenured appointments are for an indefinite period of time and individuals holding such appointments are automatically reappointed annually unless terminated under the provisions of either Article 24 or Article 23.

## **ARTICLE 6**

### **Association Rights**

#### **Section A. Dues Check-Off.**

**Subd. 1.** The Employer agrees to cooperate with Minnesota Management & Budget and the IFO in facilitating the deduction of membership dues established by the IFO from the salary of each faculty member who has authorized such deduction in writing. The aggregate deductions of all faculty members shall be remitted together with an itemized statement to the IFO office no later than fifteen (15) calendar days following the end of each payroll period.

**Subd. 2.** In accordance with Minnesota Statutes, the IFO may request the Employer to check off a Fair Share fee for each member of the unit who is not a member of the IFO.

**Subd. 3.** The IFO agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer by a faculty member as a result of any action taken in accordance with the provisions of this Section.

## **Section B. Meet and Confer**

**Subd. 1. State IFO Meet and Confer.** The IFO shall have the right to meet and confer with the Board or designee(s) pursuant to Minnesota Statutes §179A.08.

Arrangements for meet and confer sessions with the Board shall be in accordance with established Board procedures for meetings. If the meet and confer session is with the Board's designee the procedure shall be as follows.

A mutually acceptable time and place for such conferences shall be arranged upon request of either party. The Employer shall provide the facilities. A written agenda and pertinent materials shall be submitted by the party requesting the meeting at least fourteen (14) calendar days in advance of the scheduled meeting date. Additional matters may be placed on the agenda upon notice of either party. When the subject of meet and confer involves any one of the areas provided below, the other party shall have the right whenever possible to ten (10) days from the time of the meet and confer in which to respond to the party who has placed the item on the agenda. The IFO shall have the right to make policy recommendations including but not limited to the following areas: budget planning and allocations, programs and program development, long-range planning, and development of campus facilities. Such recommendations may be made at meet and confer sessions, or by presentations at meetings of the Board. Also, subject matters for meet and confer meetings may include matters such as implementation of this Agreement. Nothing in this Section shall be construed to preclude other components of the university or System from making policy recommendations. The IFO President and the Chancellor shall confer on the need for faculty to serve on System-level committees, after which the IFO shall appoint the faculty. By mutual agreement between the IFO President and the Chancellor, the Chancellor in his/her discretion may appoint an agreed-upon number of additional faculty members to serve ex officio as resource persons based on professional expertise.

**Subd. 2. University Meetings.** The Association may establish a local committee to meet and confer with the President, or when the President is not on campus, his/her designees, at least monthly for the purpose of discussing matters of mutual concern. Additional committees which deal with meet and confer issues or which are appointed via the meet and confer process may be established as mutually agreed to by the Association and the President. The Association and the President shall confer on the need for faculty to serve on college and university-level committees, after which the Association shall appoint the faculty. By mutual agreement between the Association and the President, an agreed-upon number of additional faculty members may be appointed by the President to serve ex officio as resource persons based on professional expertise. Faculty members appointed to committees in an ex officio capacity will not serve as representatives of other faculty.

The Administration shall provide the facilities and set a mutually acceptable time and place for such conferences upon request of either party. A written agenda shall be submitted by the party requesting the meeting whenever possible at least five (5) duty days in advance of the scheduled meeting. Additional matters may be placed on the agenda upon notice by either

party. When the subject of meet and confer involves any one of the areas provided below, the other party shall have the right to ten (10) duty days from the time of the meet and confer in which to respond in writing. Implementation of new policies or changes in existing policies affecting any of the listed areas shall not occur until the opportunity to meet and confer and respond to the proposals has been provided to the Association. Either party may request a meet and confer for a response, the meeting to be held ten (10) duty days after the meet and confer session at which the topic was introduced. In such case no action shall be taken on the topic under consideration prior to the conclusion of this second meet and confer.

Failure of the Association to meet and confer or to respond shall not prevent the Administration from implementing decisions. The Association shall have the right to make policy recommendations, including but not limited to the following areas: curriculum; evaluation of students; graduation requirements; admission policies; budget planning and allocations; the reallocation of vacant positions that had previously been filled by tenured or probationary faculty members from one department or program to another; programs and program development; long-range planning; development of campus facilities and procedures for the selection of personnel.

Also, subject matters for meet and confer meetings may include matters such as implementation of this Agreement. Nothing in this section shall be construed to preclude other components of the university or System from making policy recommendations.

**Section C. Information.** The Employer and Administration agree to provide the IFO and Association with information pertaining to the System and university budgets, both present and proposed, and statistical/financial or other information necessary for the negotiation and implementation of collective bargaining agreements or the processing of grievances. Such information shall be supplied, as it becomes available, to the IFO and Association, upon its written request, and within a reasonable time thereafter. This shall include monthly reports of additions and deletions to the unclassified payroll. It is understood that this Section shall not be construed to require the Employer to compile information and statistics in the form requested which are not already compiled in such form, unless mutually agreeable.

**Section D. Communications.** In each building containing offices assigned to members of the bargaining unit, the Administration shall set aside appropriate bulletin board space for IFO or Association use. Subject to applicable laws and policies of the Employer and/or the State of Minnesota, the IFO or Association shall have the right to use campus e-mail, Internet access, and the university distribution mail service for disseminating information and communicating with faculty members. This provision shall not be construed to permit the IFO or Association to establish web pages on the Employer's electronic resources or make other similar use of those resources.

**Section E. Copies of Agreements.** The Employer shall prepare and make available to faculty a final copy of the Agreement. Such copy or copies may be made available in electronic media or posted online.

**Section F. Association Membership.** The Employer and Administration hereby agree that all employees of the System in this bargaining unit shall have the right to organize freely, join and support the IFO and/or the Association for the purpose of engaging in collective bargaining.

**Section G. IFO/Association Business.** Duly authorized representatives of the IFO/Association shall be free to transact official IFO/Association business necessary to the performance of IFO/Association responsibilities to bargaining unit members, including grievance representation activities. Such business may be conducted on the campuses at reasonable times so long as it does not interfere with the normal functioning of the university.

**Section H. Release Time.**

**Subd. 1. Release Time for IFO President.** Upon request of the IFO, the IFO President shall be granted release time from his/her university assigned workload in the amount requested. In the event that the amount of release time is less than full time, the scheduling and amount of release time shall be subject to mutual agreement between the affected university, the IFO, and the faculty member.

The IFO shall reimburse the university at the applicable minimum adjunct rate set forth in Article 11, for the amount of release time granted.

In addition, upon request of the IFO, the IFO President shall be granted up to sixty (60) extended duty days to fulfill his/her duties as IFO President. The IFO shall reimburse the university for the full cost of the IFO President's wage and benefit package for each such day.

**Subd. 2. Other Release Time.** Upon request of the IFO, the Employer shall afford release time to a maximum of two hundred fifty (250) semester credit hours, to IFO or Association officers for purposes of conducting duties at the state or local level. The IFO shall reimburse the Employer for such release time at the applicable minimum adjunct rate set forth in Article 11 for the release time granted for the first one hundred thirty-three (133) credit hours and the actual replacement cost of the salary and benefits for any additional hours of the release time granted. The total payment by the IFO to the Employer shall not exceed the total actual replacement costs.

**Subd. 3.** The Association shall notify the President by August 1 yearly as to the number of credits of release time to be used for the academic year.

**Section I. Sabbatical.** Upon returning to his/her university, a faculty member who has served as IFO President shall be given the right to a one (1) semester sabbatical after serving one (1) term in office, and two (2) semesters if he/she has served more than one (1) term. The sabbatical shall be at full base salary but otherwise consistent with the provisions of Article 19, Section C, Subd. 3-7. This sabbatical leave shall not be counted toward nor be used to deny a sabbatical leave to which the IFO President would be contractually eligible to take from his/her home campus based upon his/her years of service. However, the time served as IFO President shall not be counted as time toward years of service for purposes of eligibility for such contractual sabbatical leave only.

## **ARTICLE 7 Management Rights**

Except as expressly limited in this Agreement, the Employer reserves all management rights and management functions as provided by law to the State of Minnesota. The State and the Employer have the responsibility to make and enforce rules and regulations, subject to limitations of statutes, governing the affairs of the universities consistent with expressed provisions of this Agreement, recognizing that the primary obligation of the Board is to provide higher education opportunities.

## **ARTICLE 8 Agreement Against Lockouts and Strikes**

**Section A. Lockouts.** No lockout of faculty members shall be instituted by the Employer during the term of this Agreement.

**Section B. Strikes.** During the life of this Agreement, no strike of any kind, as defined in Minnesota Statutes § 179A.03, Subd. 16, shall be engaged in, sanctioned, or supported by the IFO, its officers, or agents. In the event the Employer alleges that any faculty member or faculty members are engaged in a strike, the IFO will, upon written notification, immediately notify such faculty member or faculty members in writing of the allegation and the implications of a strike. However, nothing in this Article shall be construed as a waiver by IFO of the rights of faculty members to conduct a permissible and legal strike pursuant to Minnesota Statutes § 179A.18.

## **ARTICLE 9 Personnel Files**

**Section A. Personnel Files.** Each university shall maintain at the university one (1) official personnel file for each faculty member. Such file shall contain copies of personnel transactions, official correspondence with the faculty member, material collected in accordance with procedures established in Article 22, which may include summaries of unsigned student evaluations, as well as other similar materials. Unsigned letters or statements, other than those indicated above, shall not be placed in the faculty member's personnel file. Only those MnSCU employees whose job responsibilities require it, and who are designated by the Administration or other persons specifically authorized by law, shall have access to a faculty member's personnel file. Faculty members shall not have access to the personnel files of other faculty members except as authorized in Section C below. This Section shall not be construed to prohibit access to materials provided as part of an application for promotion, tenure, or non-renewal recommendation.

Commencing January 1, 1990, a dated log shall be maintained of official correspondence with faculty members and of material collected in accordance with the procedures established in Article 22 including any unsigned student evaluations which are added to or removed from faculty personnel files. Errors in the maintenance of the log shall not be subject to the grievance procedure.

The Dean may also keep a personnel file for any faculty member which shall only contain copies of resumes, educational transcripts, appointment documents, Article 22 materials, application files, forms and recommendations for action under promotion, evaluation, non-renewal, or tenure. However, the administration shall only take action on personnel matters with respect to a faculty member based upon file information contained in the official personnel file.

**Section B. Access.** Consistent with law, each faculty member shall have access to his/her official and Dean's personnel file. Such access shall be during normal business hours under university supervision. A faculty member shall have the right to place in his/her official personnel file such material as he/she determines may have a bearing on his/her position as a faculty member, including statements in response to any items in his/her file.

**Section C. Exclusive Representative.** Representatives of the IFO, Association, or other persons having written authorization from the faculty member concerned may examine, under university supervision, the official and Dean's personnel file of that faculty member, except for the limitation provided in Section B of this Article.

**Section D. Right to Copies.** Upon written request of the faculty member, the Employer shall provide to the faculty member copies of contents of his/her official and Dean's personnel file, except as limited in Section B of this Article, provided that the cost of providing such copies is borne by the faculty member.

A faculty member shall be provided a copy or written notice of an addition to and/or modification of any non-routine material in the faculty member's official personnel file, such as grants, letters of commendation or reprimand, seniority summaries, salary adjustments, and letters regarding non-renewal, promotion, or tenure. Resolution of a grievance concerning the personnel file may include removal of material from the personnel files.

**Section E. Expiration.** Annually, any material which a faculty member requests be removed from his/her personnel files shall, with the approval of the President, be removed. Annually, the faculty member may have data removed from his/her file which is more than ten (10) years old, except that which is required by law to be kept therein or material whose removal, in the opinion of the Attorney General's office, might subject the university to suit or damages.

## **ARTICLE 10**

### **Workload**

**Section A. Faculty Workload.** The workload of faculty includes student advising, maintaining and improving expertise in a discipline and in pedagogy, serving on departmental and university committees, contributing to student growth and development, evaluating student performance, scholarly activities, and service to university and community, as well as teaching and class preparation. Additionally, as a professional, a faculty member shall devote a substantial amount of his/her workload to course preparation, research, the maintenance of professional expertise,

innovations in teaching/learning and other similar activities. These endeavors shall comprise the faculty member's workload.

**Subd. 1.** A faculty member's teaching load shall not exceed fourteen (14) undergraduate credit hours per semester nor twenty-four (24) undergraduate credit hours per academic year. Nine-month faculty are subject to these same workload limitations

- a. For purposes of calculating teaching load, a three (3) credit graduate course shall be the equivalent of a four (4) credit undergraduate course, and a four (4) credit graduate course shall be the equivalent of a five (5) credit undergraduate course. All other graduate courses shall be calculated as the equivalent of one and one fourth (1.25) undergraduate credits per one (1) graduate credit hour. Graduate equivalency shall apply only to courses exclusively for graduate students.
- b. Undergraduate studio courses, activity courses, and private lessons shall be credited on the basis of at least one (1) credit hour for each two (2) contact hours.
- c. Undergraduate music studio courses and private music lessons shall be credited on the basis of at least two (2) credit hours for each three (3) contact hours.
- d. Undergraduate laboratory courses shall be credited on the basis of one (1) credit hour for each lecture hour and at least one (1) credit hour for each two (2) laboratory hours.
- e. Metropolitan State University Resident Faculty Teaching. A resident faculty member's teaching load shall not exceed twenty-one (21) undergraduate credits per academic year, or nine-month appointment year. Resident faculty with primary responsibilities in academic advising or psychological counseling shall teach at least six (6) undergraduate credits per year. Teaching for all resident faculty may include educational planning. A resident faculty member with less than a full-time appointment will have a pro-rata teaching assignment based on the percentage of time employed. Resident faculty members may have alternative assignments. Alternative assignments shall be mutually agreed to by the resident faculty member, and the President/designee. Alternative assignments must be made annually.

All other Subdivisions of Section A(1)(a-d), above shall apply to Metropolitan State University resident faculty teaching.

**Subd. 1.1.** Effective June 30, 2015, a probationary faculty member with a teaching assignment who is in the first year of his/her probationary period will be granted a three credit reassignment per academic year or nine-month appointment to pursue non-teaching activities consistent with Article 22 and described in the faculty member's professional development plan and professional development report. Normally, a faculty member who receives a reassignment under this paragraph will not be assigned additional instruction on an overload basis.

**Subd. 2. Office Hours.**

- a. In addition to the workload described in Article 10, Section A, the faculty member will be responsible for ten (10) office hours weekly for assisting students, at times and approved locations, either on or off campus, posted at the faculty member's office for faculty members with assigned offices. As used in this paragraph, the term "approved locations" may include electronic or other alternate modes of contact. A faculty member who is assigned to work from a remote location shall maintain equivalent interactive availability to students through the internet or other electronic means. If a faculty member's assignment includes teaching load at an off-campus site, a portion of his/her office hour obligation can be at the off-campus site.
- b. Metropolitan State University Advising. As part of his/her regular workload, at any point in time a resident faculty member with a full-time appointment may not be required to advise more than forty-five (45) student advisees. Because of the difference in other areas of their workload, resident faculty members with a full-time assignment in a graduate program may be assigned fewer than forty-five (45) advisees. A resident faculty member with a part-time appointment shall not be required to advise more than a proportionate number of student advisees. Responsibilities for resident faculty in advising shall be established by June 30, 1994 through the mutual agreement of the Faculty Association and the President.

**Subd. 3. Interactive Television.** Interactive television may be conducted as part of load or as overload, subject to Article 12, Section B. For purposes of calculating teaching load, one (1) interactive television credit shall be the equivalent of one and one fourth (1.25) undergraduate credits. If a faculty member has a plan that has been appropriately approved for developing an interactive television course, he/she shall receive appropriate compensation or reassigned time for development of course materials. Technical and paraprofessional support shall be provided at the originating location as well as at each site.

**Subd. 4. Off-campus Credit Instruction.** Off-campus courses may be taught as part of load or as overload, subject to Article 12, Section B. For travel time in connection with the offering of off-campus courses, a faculty member will be reimbursed at the rate of at least \$.25 (twenty-five cents) for each mile traveled. Mileage will be measured from the university campus, or from the faculty member's residence, whichever is closer to the off-campus site, based upon the approved state mileage table. If a faculty member's assignment includes teaching load at an off-campus site, a portion of his/her office hour obligation can be at the off-campus site.

**Subd. 5. Assessment of Prior Learning.** The decision to assess prior learning for a student shall be reached after consultation with the department, and approval by the President/designee. Compensation for faculty involved in assessment of prior learning shall be \$35 per credit requested.

**Subd. 6. Miscellaneous Instructional Categories.** Faculty members providing packaged courses or correspondence courses approved by the President/designee shall be compensated at the rate of sixty-five dollars (\$65) per credit hour per student. For purposes of determining

compensation paid under this subdivision, a three (3) credit graduate course shall be the equivalent of a four (4) credit undergraduate course, and a four (4) credit graduate course shall be the equivalent of a five (5) credit undergraduate course. All other graduate courses shall be calculated as the equivalent of one and one fourth (1.25) undergraduate credits per one (1) graduate credit hour. Graduate equivalency shall apply only to courses exclusively for graduate students. Non-credit generating workshop instruction may be compensated at overload rate as provided in Article 12, Section B.

**Section B. Non-Teaching Faculty Workload.** All members of the non-teaching faculty such as those involved in library/learning resources, counseling center, student teacher supervision, full-time intern supervision, and laboratory school teaching/supervision who are members of the appropriate unit shall enjoy full faculty status with all the privileges and responsibilities pertaining thereto. The workload of a non-teaching faculty member shall include maintenance of professional expertise, committee assignments, research, community service and other similar professional activities.

**Subd. 1. Librarians/Media Faculty.** Librarians/Media Faculty shall be responsible for implementation of library/media services to support the mission and philosophy of each institution. Librarians/Media Faculty on each campus shall recommend to the Administration objectives and methods for library/media services, giving priority to providing services necessary to fulfill the educational needs of students and instructional needs of faculty. The Administration on each campus, after consultation with the librarians/media faculty, shall schedule the library/media services.

**Subd. 2. Counseling Center Faculty Members.** The workload of a counseling center faculty member shall include client contact hours, preparation for and evaluation of client contacts, maintenance of professional expertise, crisis intervention, and other professional activities.

**Subd. 3. Student Teacher Supervisors.** The full workload for the academic year or nine-month appointment year of supervisors of student teachers shall be determined by the President after meeting and conferring with the Association. The meet and confer session shall include consideration of faculty/student teacher ratios and travel requirements.

**Subd. 4. Exceptions.** For those non-teaching faculty members whose work involves classroom teaching or other special duties and/or projects, the Administration shall assign duties in a manner that will result in a total workload consistent with that of a non-teaching faculty member whose workload does not include a teaching assignment or other special duties and/or projects.

**Section C. Excess Workload.** An excess workload may be agreed to by the faculty member and the President/designee subject to provisions of Article 12.

#### **Section D. Duty Days.**

**Subd. 1. Regular Appointments.** The duty year for faculty members with regular appointments shall consist of one hundred sixty-eight (168) duty days within the academic

year. Resident faculty members at Metropolitan State University, the Association, and the President/designee may mutually agree to alternative duty day calendars of 168 duty days during an academic year.

Duty days shall not be scheduled on New Years Day, Martin Luther King Day, Presidents Day\*, Memorial Day, Labor Day, Columbus Day\*, Veterans Day\*, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, and Christmas Day.

\*The President may, after meeting and conferring with the Association, designate alternate non-duty days for the observance of these days for academic units when such revisions are in the best interests of the university.

**Subd. 1.1. Nine-Month Appointments.** Beginning July 1, 2009, the duty year for all new full-time probationary, athletic, and fixed-term appointees shall be approximately nine calendar months during a fiscal year. For full-time faculty members, the initial fiscal year appointment may be less than nine months. The University may divide a nine-month appointment into no more than two distinct work periods. Faculty members who are given nine-month appointments shall be available for scheduled assignments on five days of each week, except as otherwise provided herein. Except as provided in Subdivision 2.1 of this Section, the total number of assigned days in a nine-month period shall not exceed 168 duty days. Nine-month appointments need not correspond to the academic year or to any other nine-month appointment. Except as expressly provided herein, the employment status and work schedule of faculty members who are initially appointed to a nine-month appointment shall not be governed by Subd. 1 of this section. Faculty members hired pursuant to this subdivision shall be referred to as nine-month faculty.

Nine-month faculty shall have the same start and end dates for not less than two successive duty years; provided that a nine-month faculty member's start and end dates may vary by not more than ten (10) days between appointment years. Nine-month faculty shall receive not less than six months notice of a change in the work schedule of any ensuing two year period. The scheduling of nine-month appointments shall be per Article 20, Section A, Subd. 3.

Nine-month faculty members shall not be scheduled for work on holidays as described in Subdivision 1 of this Section or on Independence Day (July 4<sup>th</sup>).

A faculty member who chooses to renegotiate his/her salary for an athletic appointment that commences on or after July 1, 2009 shall become a nine-month faculty member.

**Subd. 1.2. Current Faculty.** Faculty members with regular appointments of 168 duty days within the academic year may request to become nine-month faculty. Such request may be granted by agreement with the University and the local Faculty Association. Current faculty who become nine-month faculty may return to a regular appointment with the agreement of the local Faculty Association and the Administration.

**Subd. 1.3. Payment of Salary.** The university may require salary payments to full-time nine-month faculty to be paid in equal increments over a 12-month period.

**Subd. 2. Extended Appointments.** Faculty members appointed to a duty year which exceeds the one hundred sixty-eight (168) duty days as provided in Subd. 1. of this section shall receive a pro rata salary adjustment. The number of such extended duty days shall be set annually by mutual consent of the faculty member and the Administration normally in conjunction with the issuance of appointments for the next fiscal year. The scheduling of extra duty days shall be determined in consultation with the faculty member consistent with the needs of the university. Extra duty days normally shall not be scheduled on the days indicated in Subd. 1.

**Subd. 2.1. Extended Appointments for Nine-Month Faculty.** By mutual agreement of the university and individual nine-month faculty members, faculty appointments may be extended in half month increments. The number of additional assigned duty days shall increase proportionately. Extended appointments for nine-month faculty may also be extended pursuant to Subd. 2 of this section.

**Subd. 3. Limited Appointments.** Limited implies a reduced workload during the whole of the academic year or nine-month appointment year, or a full or reduced workload during portions of the academic year or nine-month appointment year.

- a. **Reduced Appointments.** Reduced appointments, pursuant to Minnesota Statutes §§ 354.66, and 354B.31 regarding part-time employment, may be granted by the President to those faculty members who meet statutory eligibility criteria.

A faculty member on a reduced appointment shall be reinstated to full-time duties upon his/her request, provided the request is made to the President not later than February 1 of the previous year.

- b. Part-time faculty members with an appointment other than (1) those covered in (a) above, or (2) an adjunct appointment, shall receive salary on a pro rata basis, and shall be eligible for fringe benefits as listed elsewhere in this Agreement.

**Section E. Academic Calendar.** The academic calendar of each university shall be established by the President. Prior to establishing or making changes in the calendar, the President/designee shall afford opportunity to meet and confer with the Association.

**Section F. Delegate Assembly.** Delegates to the IFO Delegate Assembly shall be released with pay one (1) day for each Assembly meeting.

**Section G. Athletic Directors, Coaches, and Trainers.** This section shall determine workload and compensation for those faculty members whose workload includes intercollegiate athletic coaching. For purposes of this section, an intercollegiate sport shall be defined as a sport that is recognized by the university as having varsity status and whose teams engage in competition with similar teams at other institutions.

**Subd. 1.** Nothing in this Agreement shall be interpreted as requiring that the university offer any particular sport.

**Subd. 2. Categories.**

- a. Pursuant to Subd. 1, there will be three (3) categories of head coaches: (1) those who coach basketball, football, ice hockey, or volleyball; (2) those who coach soccer, baseball, swimming, gymnastics, wrestling, softball, cross-country skiing (combined men and women), or spring track; (3) those who coach cross-country skiing, golf, tennis, or winter track.
- b. For purposes of determining the type of appointment offered, athletic directors shall be considered to be in category (2).

**Subd. 3. Initial Appointments.**

- a. Head coaches shall, at the option of the President, be offered either an athletic appointment of two (2) to ten (10) years duration or a probationary appointment.
- b. Nothing in this Agreement shall preclude the award of a fixed-term contract including head coaching duties in any category in accordance with Article 21, Section E, Subd. 1.

**Subd. 4. Compensation.**

- a. In those cases where the President finds that curricular requirements prevent crediting a percentage of a full-time workload for coaching activities in categories (2) and (3), the President may, after meeting and conferring with the Association, authorize compensation in accordance with Article 12 and Subd. 5a of this section.
- b. Individuals hired solely for the purpose of coaching any sport listed in this Article may be compensated at the adjunct faculty rate for the percentage of a full-time workload as listed in Subd. 5a of this section.
- c. Head coaches may renegotiate their salaries each time they enter into a renewed athletic appointment.
- d. Coaches with athletic appointments may receive a salary supplement not to exceed \$120,000 to compensate the coach for activities that exceed the expected work load for a nine-month or academic year appointment, and/or to permit a university to match market salaries for such coaching positions. A salary supplement under this paragraph, if any, shall not be less than the sum of the duty day pay for the assigned extra duty days.

**Subd. 5. Equivalent Workloads.**

- a. The minimum credit for head coaching activities shall be the percentage indicated in the table below of a full-time appointment for a full academic year, or nine-month

appointment year, except that cross-country skiing (combined men and women) will remain at twenty-nine percent (29%) and seven (7) credits. The apportionment of the percentage of a full-time appointment to coaching activities during each academic semester during the year shall be determined by the President.

<b>Coaching Activity as Annualized Percentage of</b>		
<b>Category</b>	<b>Full Workload</b>	<b>Semester Credits</b>
1	42%	10
2	29%	7
2 (Comb. Men & Women)	38%	9
3	17%	4
3 (Comb. Men & Women)	25%	6

The percentage of a full-time workload credited for faculty assigned head coaching duties in two (2) sports shall be, at a minimum, the sum of the percentages indicated in Subd. 5a for each sport. Nothing shall prevent the President from crediting a greater percentage of a full-time workload for any particular head coaching appointment.

**Subd. 6. Coaches with Non-Coaching Assignments.**

- a. Head coaches in category (1) and category (2) with fixed-term contracts who accept an appointment including duties in addition to coaching shall be given a four (4) year, fixed-term appointment covering both the coaching and non-coaching assignments. The salary for the appointment shall be computed in accordance with Subd. 4.
- b. The head coach in categories (1) and (2) with an academic appointment shall be given first consideration if a full-time vacancy occurs in the department or program in which he/she holds his/her academic appointment, in accordance with the following procedures.
  1. Should the President decide to fill such a vacancy, this decision shall first be made known to the coach involved, and the coach shall have the opportunity to apply and have his/her application considered in accordance with Article 21 prior to beginning any search.
  2. Should two (2) or more faculty be eligible, then the President shall make the appointment after considering the recommendation of the department. If a non-tenured head coach is appointed by the President, credit for service within the last

twelve (12) years shall be granted in accordance with Article 21, Section E, Subd. 6 c, but notwithstanding any other section of the Agreement, such individuals shall serve a minimum of two (2) years in probationary status.

**Subd. 7. Extended Duty Days.** The President shall offer extended duty day contracts to head coaches, assistant coaches and athletic trainers who are required by the President/designee to hold practice before the commencement of the academic year, to hold post-season practice and/or engage in post-season competition on non-duty days, and/or to engage in recruitment, fund raising, administrative, and other activities related to their coaching assignment on non-duty days during the academic year. Prior approval is required.

**Subd. 8. Evaluation and Renewal of Athletic Appointments.** Head coaches shall be evaluated yearly under Article 22. Such evaluations shall be completed by the Athletic Director/designee pursuant to the local evaluation schedule. Evaluations shall include consideration of total allocated funding relative to conference competitors.

**Subd. 9. Renewal and Extension of Athletic Appointments.**

- a. Those coaches being renewed for a subsequent athletic appointment shall be offered an athletic appointment of two (2) to ten (10) years duration at the discretion of the President.
- b. An athletic appointment may be extended at any time by agreement of the President/designee and the coach. Extension shall not result in an appointment that exceeds ten (10) years. Salaries may be renegotiated when an extension is agreed to.
- c. Those coaches not being renewed beyond either their initial athletic appointment or a subsequent athletic appointment shall be given a notice of the non-renewal not later than twenty (20) days following the end of the relevant athletic team's final scheduled competition, including post-season play for that team.

**Subd. 10. Vacancies.** When new head coaching or assistant coaching positions are created or faculty vacancies exist, such positions shall be advertised in accordance with Article 21. Prior to making an appointment, the President/designee shall involve the appropriate department(s) in evaluating the academic credentials of the candidate and in making a recommendation to the President/designee concerning the candidate for the vacancy.

**Subd. 11. Assistant Coaches.** Assistant coaches hired after the effective date of this Agreement may receive athletic appointments for up to ten (10) years at a time. No compensation beyond the agreed term of appointment shall be offered.

## **Section H. Performing Arts Productions.**

**Subd. 1. Reassigned Time.** Each faculty member having responsibility for production of a play and/or directing three or more students in a performing arts production shall receive appropriate reassignment time for each semester, in which he/she fulfills such a responsibility.

**Subd. 2. Compensation.** In those cases where the President finds that curricular requirements prevent creating a percentage of full-time workload for theater production activities and/or directing a performing arts production, the President may authorize compensation in accordance with Article 12.

## **Section I. Forensics.**

**Subd. 1. Reassigned Time.** Each faculty member who coaches students for intercollegiate forensics competition shall receive at least two (2) credits reassignment time for each semester, in which he/she fulfills such responsibility.

**Subd. 2. Compensation.** In those cases where the President finds that curricular requirements prevent creating a percentage of full-time workload for coaching forensics, the President may authorize compensation in accordance with Article 12.

## **Section J. Metropolitan State University Community Faculty.**

**Subd. 1. Definitions.** Community Faculty. Community faculty shall be those faculty employed at Metropolitan State University other than fixed-term, probationary, or tenured faculty employed at Metropolitan State University, who perform a range of academic duties including but not limited to teaching, and who are in the bargaining unit and meet the requirements of Minnesota Statute §179A.03, Subd. 14. In addition to the provisions of this section, Section J, Metropolitan State University community faculty, unless noted otherwise in this Agreement, shall be eligible for all benefits provided to faculty holding adjunct appointments.

**Subd. 2. Workload.** Workload for community faculty shall be no more than ten (10) credits per academic year.

### **Subd. 3. Salaries.**

- a.** Community faculty members shall be compensated for teaching courses at no less than adjunct rate in Article 11 of the MnSCU/IFO Agreement.
- b.** Community faculty course instruction payments will begin within one month of the starting date of courses.
- c.** The following minimum compensation rates for non-class instruction duties will be in effect:

<b>Internship Supervision</b>	<b>\$41.25 per credit per student</b>
<b>Faculty-designed IS</b>	<b>\$30 per credit per student</b>
<b>Student-designed IS</b>	<b>\$37.50 per credit per student</b>
<b>Assessment of Prior Learning</b>	<b>\$35 per credit</b>
<b>Consultation</b>	<b>\$20 per consultation</b>
<b>Teaching Workshops</b>	
<b>3-5 hours</b>	<b>\$15 per student</b>
<b>5+ hours</b>	<b>\$22 per student</b>
<b>Other</b>	<b>Subject to meet and confer</b>

**Subd. 4. Professional Improvement.**

- a. Professional development and training opportunities shall be provided by the university to community faculty.
- b. Professional Improvement Funds of not less than twelve thousand, five hundred dollars (\$12,500) in FY 2016 and twelve thousand, five hundred dollars (\$12,500) in FY 2017 per year shall be available to community faculty for improving professional competence related to their assignments at Metropolitan State University.
- c. The President, after meeting and conferring with the Association, shall establish procedures and criteria for application and awarding of funds to community faculty.
- d. Community faculty may be included in system-wide faculty development opportunities as appropriate.

**Subd. 5. Department and Program Involvement.** For purposes of discussions related to issues included in Article 20, Section A, Subd. 3, community faculty shall be represented in colleges, departments or programs. Representation of community faculty shall be subject to mutual agreement between the President/designee and the Association. Community faculty may participate in all of their college and departmental meetings, consistent with the requirements of Article 20.

**Subd. 6. Appointment.**

- a. The Dean or his/her designee shall consult with the department or program resident faculty concerning the need for hiring and reappointing community faculty. The department or program resident faculty shall be responsible for evaluating the academic credentials of the candidates and for making recommendations to the President/designee. Community faculty shall report achievements to the Dean at the end of each evaluation cycle as required by Article 22. This report may be used in reappointment recommendations and decisions.

- b. Assignments shall be communicated to the community faculty as early as possible, normally by July 1.

**Subd. 7. Benefits.**

- a. Benefits will be determined based on the workload assignment projected in the annual assignment summary. Benefit eligibility and workload will normally be communicated to community faculty by July 1 for the following academic year. All community faculty accrue retirement and other benefits as regulated by state and federal statutes and Article 14, if threshold requirements are met, and may elect to participate in tax sheltered annuities and the deferred compensation plan, if threshold requirements of the Agreement and appropriate laws are met.
- b. Community faculty may purchase optional life and disability coverage if they meet the requirement of Article 14, Section G, and any requirements of law.
- c. All community faculty shall be eligible to participate in the health and dental expense account and the dependent care expense account, if they meet the program requirements.

**ARTICLE 11**  
**Salaries**

**Section A. Returning Faculty.**

**Subd. 1.** Salaries of tenured, probationary, fixed-term, and non-tenure track faculty members covered by this Agreement shall be at the rates set forth below on the salary schedule as full-time nine-month (168 days) base salaries.

**Subd. 2.** Faculty members who were in the bargaining unit in FY 2015 and who return in FY 2016 shall remain on the same step on the FY 2016 salary schedule.

**Subd. 3.** Effective July 1, 2016, faculty members who were in the bargaining unit in FY 2016 and who return in FY 2017 shall move to the same numerical step on the FY 2017 salary schedule and then advance one step on the FY 2017 salary schedule. Faculty who cannot receive the returning step provided in this subdivision because they are at the top step of the professor lane shall receive a one-time payment of \$3,200 (pro rated by FTE), and faculty who cannot receive the returning step provided in this subdivision because they are at the top step of the instructor lane shall receive a one-time payment of \$1490 (pro rated by FTE).

**Section B. Promoted Faculty.**

**Subd. 1.** Faculty members promoted from Instructor to Assistant Professor shall move to the step on the salary schedule Professor lane paying the same salary and then advance two steps in addition to the step movement provided for in Section A.

**Subd. 2.** Faculty members promoted from Assistant Professor to Associate Professor and Associate Professor to Professor shall advance two steps on the Professor lane of the salary schedule in addition to the step movement provided in Section A.

**Subd. 3.** Promotions shall be effective July 1.

**Section C. Faculty Who Provide Early Notice of Retirement.** Faculty members who elect to retire with at least fifteen (15) years of service in the Minnesota State Universities and who are at least age fifty-five (55) shall have their salary placement increased by two additional steps on the salary schedule(s) established in this Agreement in the final two semesters of employment. To receive this benefit the affected faculty member must submit a written letter of retirement by October 15 if retirement will occur no earlier than the end of the following spring semester but no later than the day prior to the beginning of the subsequent fall semester or by January 15 if retirement will occur at the end of the subsequent fall semester. Faculty who cannot receive the early notification of retirement steps provided for in this section because they are on the top step of the salary schedule shall receive a one-time payment of \$4,800 (pro rated by FTE) in lieu of the step increase provided for in this section. For nine-month faculty members, notice of retirement must be given not later than the 60<sup>th</sup> calendar day after the commencement of the final nine-month appointment.

**Section D. New Faculty Assignment and Placement.**

**Subd. 1.** New faculty hired during the term of this Agreement shall be assigned to an appropriate rank in accordance with Article 21, Section D.

**Subd. 2.** New faculty members beginning employment shall be placed in the appropriate lane at the salary, which is nearest to, but not less than, the salary offered on appointment.

**Subd. 3.** After implementation of Subdivisions 1-2 of this section and subject to the minimum step placements, new faculty members shall be deemed to have been placed upon the appropriate step, and no further step placement movement or calculations shall be made.

**Section E. Service at the Top of the Schedule.** All faculty who have been at the top of their salary lane for five (5) years shall receive the equivalent of a two-step (approximately a 4.85%) salary adjustment in the next year. Partial years of service at the top of the salary lane and years in which steps are added to the top of the schedule for these lanes shall not be counted toward the calculation of the five (5) year period.

**Section F. Death in Service.** If a faculty member who meets the eligibility requirements for Employer-paid insurance benefits dies after his/her first duty day of employment, but before his/her insurance coverage becomes effective, the unpaid balance of his/her annual salary shall be paid to his/her spouse or dependent children.

**Section G. Health and Dental Premium and Expense Accounts, HRA and HCSP.**

**Subd. 1.** The Employer agrees to provide insurance-eligible employees with the option to pay for the employee portion of health and dental premiums on a pre-tax basis as permitted by law or regulation. The Employer agrees to allow employees to cover co-payments, deductibles and other medical and dental expenses, or expenses for services not covered by health or dental insurance, as permitted by law or regulation, up to a maximum expenditure of five thousand dollars (\$5,000) per insurance year. Beginning with the insurance year starting January 1, 2013, the maximum contribution permitted by federal law to the health/dental expense account is \$2,500.

**Subd. 2.** Effective January 1, 2010, the Employer shall make a lump-sum contribution of eight hundred dollars (\$800) to a Health Reimbursement Arrangement (HRA) account at the beginning of each calendar year on behalf of each faculty member eligible to participate in the HRA Plan as provided in the written HRA Plan document. Expenses arising from the implementation and administration of the HRA Plan shall be paid by the Employer. Upon written notice to the Director of Human Services of the State University, or to the System Director for Employee Benefits and Compensation, a faculty member eligible to receive an HRA may elect not to receive the benefit.

**Subd. 3.** At the beginning of January each year, the Employer will make an \$800 contribution to a post-employment Health Care Savings Plan (HCSP) on behalf of all faculty members who are a) employed in the bargaining unit at that time and b) are receiving a full or partial Employer contribution toward the State Employee Group Insurance Program. Employees who received or elect not to receive an HRA contribution as described in Subd. 2, shall not be eligible for the HCSP contribution in the same calendar year. Faculty members who are on an FMLA or USERRA qualifying leave at the beginning of January but who would otherwise satisfy the eligibility criteria will be deemed eligible for the Employer contribution to an HCSP.

**Section H. Dependent Care Expense Account.** The Employer agrees to provide insurance-eligible faculty members with the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pre-tax basis as permitted by law or regulation.

**Section I. Salary Equity.**

**Subd. 1.** The Salary Review Committee ("SRC") shall be continued for the life of this Agreement. The SRC may propose to both the IFO and MnSCU procedures and processes, which will reduce the likelihood of inequitable salaries. The SRC will annually review the salaries of new hires, and may recommend an adjusted step placement based on the then current salary schedule.

**Subd. 2.** Faculty members who are promoted after July 1, 2007, will be assessed by the university using the then current procedures applicable to a new hire in the same department or program at the new rank to which the faculty member has been promoted. Based on this assessment, the faculty member's salary will be increased additional steps, if necessary, so that the promoted faculty member's salary is consistent with a salary that would be paid to a similarly situated new hire. The step movement provided in this subdivision is in addition to the step movement provided for in Section B of this article. The university shall provide the faculty member with written notice of the new salary to be paid.

**Subd. 3.** A faculty member who submits proof of completion of a terminal degree (e.g., a certified transcript) from an accredited institution in his/her primary assignment area will have his/her salary re-assessed by the university using the current procedures applicable to a new hire in the same department or program in which the faculty member is currently assigned. Proof of degree completion must be submitted to the university human resources office. Based on this reassessment, the faculty member's salary will be increased additional steps, if necessary, so that the faculty member's salary is consistent with a salary that would be paid to a similarly situated new hire. Salary increases will be implemented at the commencement of the current nine month appointment, as indicated on the appointment form, if the terminal degree is awarded before October 1<sup>st</sup>, and at the commencement of the subsequent nine month appointment, if the terminal degree is awarded on or after October 1<sup>st</sup>. Normally, salary adjustments will not be retroactive to a fiscal year prior to the year in which proof of completion is submitted. The university shall provide the faculty member with written notice of the salary to be paid.

**Subd. 4.** Decisions made pursuant to Subdivisions 2 and/or 3 of this section will be submitted for review to the SRC. The SRC will issue its recommendation, if any, to the university regarding the appropriate number of steps to be awarded to the faculty member under Subdivisions 2 and/or 3 of this section. The university shall implement the recommendation of the SRC. The procedures described in this subdivision are the exclusive remedy for disputes concerning salary decisions under Subdivisions 2 and 3 of this section and such decisions shall not be subject to the grievance procedure.

**Subd. 5.** The SRC will complete a new analysis of the salaries of all faculty every five years in order to update and/or modify data and relevant criteria and recommend adjustments. Appeals from denials of adjustment shall be considered within the time frame established by the committee.

**Section J. Part-Time Faculty Placement on Salary Schedule.** All part-time faculty other than those faculty members having adjunct or community faculty appointments shall be placed upon the salary schedule and paid on a pro rata basis for the entire academic year or nine-month appointment year during which said amount of service is rendered. If any part-time faculty member who teaches more than ten (10) credits in any one academic year were paid less than pro rata for any semesters, during said academic year by virtue of having received an adjunct or community faculty appointment(s), the university shall, as soon as practicable after learning that the faculty member will teach more than ten (10) credits during a single academic year, supplement the faculty

member's salary such that the faculty member receives full pro rata pay for the entire year or nine-month appointment year.

**Section K. Career Steps.** All faculty members who have completed ten (10) years of service shall receive two (2) additional steps on the salary schedule at the beginning of their eleventh (11<sup>th</sup>) year of service. Faculty members who have completed twenty (20) years of service shall receive an additional two (2) steps on the salary schedule at the beginning of their twenty-first (21<sup>st</sup>) year of service. Faculty members who have completed thirty (30) years of service shall receive an additional two (2) steps on the salary schedule at the beginning of their thirty-first (31<sup>st</sup>) year of service. Years of service shall be counted as of the end of the academic year. Career steps shall be effective July 1.

The seniority roster shall be used to determine years of service. Administrators who return to the bargaining unit shall have the years served as an administrator included in the years of service for purposes of this section only. (See Appendix I.)

**Section L. Minimum Salary Placement.** Prior to the step advancements provided for in this article, the following minimum salary placements shall be applied. Effective July 1, 2016, Instructors shall not be placed below step five (5). Effective June 30, 2013, Assistant Professors shall not be placed below step four (4), Associate Professors shall not be placed below step nine (9), and Professors shall not be placed below step sixteen (16).

**Section M. Adjunct and Community Faculty.** Effective Fall Semester 2014, salaries of adjunct and community faculty members covered by this Agreement shall be not less than \$1349 per credit or 3.6% of the step 2 salary for Instructors on a per credit basis, rounded to the nearest whole dollar, whichever is more. Adjunct and community faculty shall not be construed to have a base salary on the salary schedule. Effective fall semester 2015, salaries of adjunct and community faculty members covered by this Agreement shall be not less than \$1379 per credit or 3.6% of the step 2 salary for Instructors on a per credit basis. Effective fall semester 2016, salaries of adjunct and community faculty members covered by this Agreement shall be not less than \$1426 per credit or 3.6% of the step 3 salary for Instructors on a per credit basis.

#### **Section N. University Scholars.**

**Subd. 1.** A faculty member, who has demonstrated outstanding teaching, service or scholarship in three successive years, as judged by the faculty member's department and immediate supervisor per Article 22, shall be eligible to be appointed as a University Scholar. University Scholars shall be determined by the President in his/her sole discretion. No more than 5% of the university's complement of faculty members and no more than the larger of 10% or one (1) faculty member in any department may be University Scholars at a given time. A faculty member can serve successive appointments as a University Scholar.

**Subd. 2.** The selection of University Scholars will be based on one or more of the following factors:

- number and quality of scholarly publications;
- creativity and/or recognition in artistic works;
- progress in establishing or developing a research program;
- high level of instructional effectiveness;
- other scholarly activity performed at an exemplary level.

In selecting University Scholars, the President may consider a variety of sources of evidence of outstanding teaching, service or scholarship, including but not limited to, scholarly publications, coverage in local and/or national media, unsolicited recognition by local or national service or professional organizations or agencies, professional development reports, departmental evaluations/recommendations, and assessments by supervisors.

**Subd. 3.** A faculty member who is appointed as a University Scholar shall receive a one time lump sum payment of up to \$6,000 in each year as University Scholar, as determined by the President.

**Section O. Endowed Chairs.** Beginning July 1, 2007, after meeting and conferring with the Association, a President may institute standards and procedures for the establishment of an endowed chair position at the university and the selection of a faculty member to fill such positions. The funding to support an endowed chair position must come from sources other than tuition, fees or the legislative appropriation to the Minnesota State Colleges and Universities, or proceeds from the same.

**Subd. 1.** A faculty member who is selected to serve in an endowed chair position may serve in such position for the period of time specified by the President. A faculty member's period of service in an endowed chair position may be terminated at any time by the President. Upon completion of a faculty member's period of service in an endowed chair position, the faculty member shall return to his/her prior employment status including salary at the university, if any. If immediately preceding his/her appointment as an endowed chair, a faculty member was not employed at the university in a position of continuing status, his/her employment shall terminate upon completion of his/her service as an endowed chair.

**Subd. 2.** The salary for a faculty member selected to serve in an endowed chair position shall meet or exceed the minimum salary for a full Professor. A salary set under this section must be in accord with the other compensation provisions in this Agreement. Service in an endowed chair position shall not be understood to be equivalent to service as a department chair as described in Article 20.

## **Section P. Grants and External Contracts.**

**Subd. 1. Modification of Pay.** For faculty member(s) who participate as an investigator or a consultant on a grant, or the individual(s) primarily responsible for the administration or implementation of a contract between the university and an external third-party, the faculty member's rate of pay may be modified as follows:

- a. The regular duty day rate of pay may be supplemented for a specified period of time;
- b. If permitted by the grant or external third-party contract, a salary supplement may be paid for related duties performed by non-adjunct faculty during academic breaks. The salary supplement provided in this paragraph may be in addition to or in lieu of other forms of compensation available under the terms of this Agreement.

All such modifications of a faculty member's salary require the agreement of the affected faculty member.

**Subd 2. Consistency.** All additional compensation and / or reimbursement provided for in this section shall be consistent with the applicable grant or external contract.

**Subd. 3. Notice to the Association.** The Administration shall provide the Association with timely notice of all changes made to faculty compensation pursuant to this section.

**Subd. 4. Adjuncts.** To the extent that an adjunct/community faculty member is assigned work funded by a grant or an external third-party contract, the adjunct/community faculty member shall be compensated with credits. Such work shall not count against the cap on adjunct/community faculty workloads provided elsewhere in this Agreement.

**Section Q. Salary Schedule**

<b>Fiscal Year 2016 Salary Schedule</b>					
<b><u>Instructor Step</u></b>	<b><u>Instructor Salary</u></b>	<b><u>Professor Step</u></b>	<b><u>Professor Salary</u></b>	<b><u>Professor Step</u></b>	<b><u>Professor Salary</u></b>
1	37,402	1	50,887	23	85,676
2	38,299	2	52,106	24	87,730
3	39,216	3	53,355	25	89,833
4	40,156	4	54,633	26	91,985
5	41,118	5	55,942	27	94,191
6	42,104	6	57,282	28	96,446
7	43,113	7	58,655	29	98,758
8	44,146	8	60,061	30	101,124
9	45,203	9	61,500	31	103,548
10	46,287	10	62,974	32	106,029
11	47,398	11	64,483	33	108,569
12	48,532	12	66,028	34	111,173
13	49,696	13	67,612	35	113,835
14	50,887	14	69,231	36	116,564
15	52,106	15	70,890	37	119,358
16	53,355	16	72,590	38	122,220
17	54,633	17	74,327	39	125,150
18	55,942	18	76,109	40	128,150
19	57,282	19	77,934	41	131,221
20	58,655	20	79,801	42	134,365
21	60,061	21	81,715	43	137,586
22	61,500	22	83,671		

<b>Fiscal Year 2017 Salary Schedule</b>					
<b><u>Instructor</u></b> <b><u>Step</u></b>	<b><u>Instructor</u></b> <b><u>Salary</u></b>	<b><u>Professor</u></b> <b><u>Step</u></b>	<b><u>Professor</u></b> <b><u>Salary</u></b>	<b><u>Professor</u></b> <b><u>Step</u></b>	<b><u>Professor</u></b> <b><u>Salary</u></b>
1	37,776	1	51,396	23	86,533
2	38,682	2	52,627	24	88,607
3	39,608	3	53,889	25	90,731
4	40,558	4	55,179	26	92,905
5	41,529	5	56,501	27	95,133
6	42,525	6	57,855	28	97,410
7	43,544	7	59,242	29	99,746
8	44,587	8	60,662	30	102,135
9	45,655	9	62,115	31	104,583
10	46,750	10	63,604	32	107,089
11	47,872	11	65,128	33	109,655
12	49,017	12	66,688	34	112,285
13	50,193	13	68,288	35	114,973
14	51,396	14	69,923	36	117,730
15	52,627	15	71,599	37	120,552
16	53,889	16	73,316	38	123,442
17	55,179	17	75,070	39	126,402
18	56,501	18	76,870	40	129,432
19	57,855	19	78,713	41	132,533
20	59,242	20	80,599	42	135,709
21	60,662	21	82,532	43	138,962
22	62,115	22	84,508		

## ARTICLE 12

### Overload Pay and Non-Instructional Activities

**Section A. Definition.** An overload shall be defined as a specific assignment, acceptable to the faculty member and approved by the President/designee, occurring within a faculty member's period of appointment, which is in excess of the faculty member's workload as defined in Article 10 and in Article 13, Section A.

### Section B. Compensation.

**Subd. 1. Instruction.** Overload compensation shall be granted to faculty members for approved assignments involving the teaching of courses, workshops, seminars, and institutes in addition to the workload as defined in Article 10. Such overload compensation shall be at the rate of two and one quarter percent (2.25%) of the faculty member's nine (9) month base salary, but not less than the minimum adjunct rate set forth in Article 11 for each semester credit hour. However, pro rata reductions in this rate of compensation may be implemented

by the President/designee when there is less than full student enrollment in a self-supporting course, workshop, seminar, or institute.

**Subd. 2. Metropolitan State University Resident Faculty Instruction.** Overload compensation for teaching courses shall be granted to resident faculty consistent with the provisions of Subd. 1. above. A resident faculty member who accepts other overload assignments, including, but not limited to, theory seminars and faculty designed independent studies, with prior approval of the President/designee, shall be compensated at the rate established for community faculty in Article 10, Section J, Subd. 3 c. With the consent of the President/designee, a course or alternative teaching strategy may be considered overload: (1) if the course or alternative teaching strategy is above and beyond the teaching responsibilities described in Article 10, Workload, Section A., Subd. 1 e; or (2) if the President/designee finds it appropriate.

**Subd. 3. Non-instructional Activities.** For non-instructional activities, overload compensation shall be computed on the basis of the faculty member's base duty day rate for a specified number of duty days. The nature of the assignment and the number of days shall be subject to mutual agreement between the faculty member and the President/designee.

**Section C. Application.** This article shall apply to Article 10, Section A, Subd. 1, and to Article 13, Section A, only where the regularly scheduled and assigned classroom teaching workload of a teaching faculty member exceeds fourteen (14) semester credit hours per academic semester or twenty-four (24) semester credit hours per academic year or nine-month appointment year. Examples of activities excluded from overload pay include but are not limited to the following: internship, independent studies, student teacher supervision, graduate thesis supervision, tutoring, studios and related kinds of individualized instruction, the pyramiding of multi-level courses, and substitution for an absent faculty member on a short-term basis.

**Section D. Limitation.** Normally, total workload including overload shall not exceed sixteen (16) credits per semester and total overload shall not exceed five (5) credits per academic year or nine-month appointment year.

**Section E. Information.** Annually, upon request, the Employer shall provide to the Association the names of faculty members teaching overload, the number of credits of overload taught, the amount paid to each faculty member for overload, and the courses taught.

## **ARTICLE 13**

### **Summer Sessions**

**Section A. Workload.** The total workload over summer session shall not exceed sixteen (16) credits.

The total workload for all alternative sessions shall not exceed sixteen (16) credits.

**Section B. Summer Session Defined.** Summer session shall consist of the time between the last day of spring semester and the first day of fall semester, or any portion thereof. For nine-month faculty, summer session shall mean any time during the fiscal year that falls outside of the faculty member's nine-month appointment year, excluding breaks within the academic year.

**Section C. Salaries.** A faculty member accepting a summer or alternative session teaching assignment shall receive two and one-quarter percent (2.25%) of his/her nine (9) month base salary for the preceding academic year per credit hour, but not less than the minimum adjunct rate for the preceding academic year as set forth in Article 11.

**Section D. Assignment.** Procedures for assigning positions shall be reviewed and determined annually at a meet and confer session with the Association. Within each department all faculty, except the department chair, shall have equal access to summer teaching assignments, based on requirements of the curriculum and qualification of the instructor. Equal access shall not override curriculum determinations or qualifications of faculty to teach the courses offered.

## **ARTICLE 14 [RESERVED]**

## **ARTICLE 15 Retirement**

### **Section A. Phased Retirement Program.**

**Subd. 1. Eligibility.** Pursuant to Minnesota Statutes §§ 354A.094, 354B.31 and 354.66 regarding part-time employment, faculty members who have reached age fifty-five (55) and have ten (10) or more FTE years of service in the Minnesota State Universities shall be eligible for phased retirement.

**Subd. 2. Implementation.** A faculty member requesting phased retirement shall submit his/her request to the President by October 15 for a phased retirement that takes effect fall semester of the following academic year, or by January 15 for a phased retirement that takes effect spring semester of the following academic year. The length of the phased retirement period and the work schedule for the faculty member shall be mutually agreed to by the faculty member and the President. At the end of the phased retirement period the faculty member must move to full retirement. In no event shall the length of time for phased retirement exceed the number of years mutually agreed to or the workload of the faculty member be less than point thirty-three (.33) FTE or greater than point sixty-seven (.67) FTE. Faculty members electing phased retirement shall be entitled to all rights and benefits of full-time faculty members. If the President denies a timely request for phased retirement, the faculty member shall have ten (10) calendar days following the denial in order to provide notice of retirement and receive the benefits provided for in Article 11, Section C and Article 16.

**Subd. 3. Benefits.** The Employer retirement contributions necessary to accrue allowable service credit in the retirement fund during the period of part-time employment shall be paid by the Employer at the same amounts as would have been paid had the faculty member been employed full-time. Faculty members electing phased retirement shall be eligible for Employer-paid insurance benefits as if the faculty member were employed full-time. Employee contributions necessary to maintain benefits as if the faculty member were employed full-time shall be the responsibility of the employee.

Upon completion of phased retirement, a faculty member who participates in phased retirement shall be eligible for the separation incentive in Article 16, Section D, if the age and service requirements are met. Computation of the separation incentive shall be based on the percentage decline contained therein, and the faculty member shall not under any circumstances be eligible for designation at one hundred percent (100%) of salary.

**Subd. 4.** Faculty members participating in phased retirement shall be permitted to withdraw up to twenty-five percent (25%) of their supplemental retirement funds yearly during phased retirement by submitting a written request to the President. Withdrawal is subject to applicable state and federal laws and to conformity with State Board of Investment or other third-party provider requirements, if applicable. The faculty member and the IFO agree to indemnify and hold the university and the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer by a faculty member as a result of any action taken in accordance with the withdrawal of supplemental retirement funds.

**Subd. 5. Expectations.** Faculty members participating in the phased retirement program are expected to perform the full range of faculty duties, on a pro rata basis. They are subject to the professional development plans required under Article 22.

## **Section B. Annuitant Employment Program.**

**Subd. 1. Eligibility.** Pursuant to Minnesota Statutes §§ 136F.48 and 354.445, faculty members who have ten (10) or more years of service in the Minnesota State Universities, or who have reached age fifty-five (55) shall be eligible to participate in the Annuitant Employment Program.

**Subd. 2. Implementation.** A faculty member requesting participation in the Annuitant Employment Program shall submit his/her request to the President by October 15 for participation that begins fall semester of the following academic year, or by January 15 for participation that begins spring semester of the following academic year. These notification deadlines may be waived by the President. The length of the annuitant employment period and the work schedule for the faculty member shall be mutually agreed to by the faculty member and the President. In no event shall the length of time for annuitant employment exceed the number of years mutually agreed to or the workload of the faculty member be less than point thirty-three (.33) FTE or greater than point sixty-seven (.67) FTE. Except as otherwise provided for by statute, faculty members electing annuitant employment shall maintain their seniority and shall be entitled to all rights and benefits, including voting rights, of similarly situated part-time faculty members. If the President denies a timely request for

participation in the Annuitant Employment Program, the faculty member shall have ten (10) calendar days following the denial in order to provide notice of retirement and receive the benefits provided for in Article 11, Section C and Article 16.

**Subd. 3. Benefits.** Faculty members electing annuitant employment shall be eligible for Employer-paid health and dental insurance benefits as if the faculty member was employed full-time. Employee contributions necessary to maintain benefits as if the faculty member was employed full-time shall be the responsibility of the employee.

Upon completion of annuitant employment, a faculty member who participates in annuitant employment shall be eligible for the separation incentive in Article 16, Section D, if the age and service requirements are met. Computation of the separation incentive shall be based on the percentage decline contained therein, and the faculty member shall not under any circumstances be eligible for designation at one hundred percent (100%) of salary.

**Subd. 4. Expectations.** Faculty members participating in the annuitant employment program are expected to perform the full range of faculty duties, on a pro rata basis. They are subject to the professional development plans required under Article 22.

**Section C. Supplemental Retirement.** Pursuant to Minnesota Statutes §§ 354C.11, 354C.12 and 356.24, the Employer shall deduct from the salary of each full-time faculty member a sum equal to five percent (5%) of the annual salary paid after the first six thousand dollars (\$6,000), up to a maximum of two thousand two hundred and fifty dollars (\$2,250) in each fiscal year to be paid into the state university supplemental retirement account of the retirement fund. The Employer shall make a contribution in an amount equal to the deductions made from the faculty member's salary. Deductions shall begin in the faculty member's third year of full-time employment in the System.

## **ARTICLE 16**

### **Severance Pay**

**Section A. Eligibility.** Severance pay shall be granted to faculty members in accordance with the following provisions.

**Subd. 1.** All faculty members who have accrued twenty (20) years of service in the Minnesota State Universities shall receive severance pay upon separation from the Minnesota State Universities.

**Subd. 2.** Probationary and tenured faculty members who have fewer than twenty (20) years of service in the Minnesota State Universities shall receive severance pay upon mandatory retirement, death, permanent layoff, or receipt of separation incentive. Faculty members on non-tenure track or fixed-term appointment, other than those funded by monies from an outside jurisdiction or agency which may terminate such funding in a manner beyond the control of the Employer, who have at least ten (10) years of service in the Minnesota State Universities shall receive severance pay upon mandatory retirement, death, or discontinuance of

employment. Fixed-term faculty members in positions funded by monies from an outside jurisdiction or agency which may terminate such funding in a manner beyond the control of the Employer may, after ten (10) years of service in the Minnesota State Universities, receive severance pay upon mandatory retirement, death, or discontinuance of employment to the extent the funding source permits. In the event of death, such benefits shall be made to the beneficiary designated by the faculty member under a State retirement program, or lacking any such beneficiary, to the faculty member's estate.

**Subd. 3.** Faculty members who separate from the Minnesota State Universities after ten (10) years of service and whose combined years of service and age equal sixty-eight (68) shall also receive severance pay.

**Section B. Computation.** Severance pay shall be computed at forty percent (40%) of the faculty member's regularly accumulated but unused sick leave balance multiplied by the faculty member's regular daily rate of pay at the time of separation. Effective fiscal year 1996, severance pay for faculty with twenty-five (25) or more years of service shall be computed at forty-five percent (45%), with an increase of one percent (1%) per year for each additional year of service beyond twenty-five (25) years to a maximum percentage of fifty percent (50%). The base for computing severance pay shall not exceed one hundred twenty-five (125) days. Should the faculty member have less than one hundred twenty-five (125) days of regular sick leave accumulated, the difference may be transferred from lapsed sick leave for purposes of calculation of severance pay.

**Section C. Reappointment.** In the event a faculty member who has received severance pay is subsequently reappointed to the Minnesota State Universities, future severance pay for that individual shall be computed based upon the difference between the amount of accumulated sick leave restored to the faculty member's credit at the time of reemployment and the amount of unused sick leave at the time of the faculty member's subsequent eligibility.

**Section D. Early Separation Incentive.**

**Subd. 1. Eligibility.** In addition to the above a faculty member who has served at least fifteen (15) years in the Minnesota State Universities and is at least fifty-five (55) years of age shall be eligible for early separation.

**Subd. 2. Sunset.** Faculty members hired after June 30, 1996 shall not be eligible for this early separation incentive. (See Appendix H.)

**Subd. 3. Individual Eligibility.**

- a. An eligible faculty member who elects early separation through resignation or early retirement by October 15, to be effective the beginning of the subsequent academic year, or a date mutually agreed upon by the faculty member and the Administration, except those faculty qualifying under paragraph b below, shall receive a payment equal to his/her base salary minus ten percent (10%) of his/her base salary for each year beyond age fifty-five (55). The faculty member shall receive this amount in two (2) equal payments; the first payment shall be made at the time of the faculty member's

separation from employment and the second payment shall be made before the earlier of the following dates i) 18 months after the date of separation, or ii) the end of the fiscal year following the fiscal year in which the separation occurred. These payments shall be deposited into the employee's post-retirement health care savings account. If the separation payment is less than ten thousand dollars (\$10,000), it will be paid to the faculty member as a lump sum cash payment at the time of separation from employment. In the event a faculty member who is otherwise eligible for the separation incentive described in this section, and has provided the advance notice of his/her intention to retire as provided in this section, dies before his/her separation date, the incentive payment shall be made to the beneficiary designated by the faculty member under a State retirement program, or lacking any such beneficiary, to the faculty member's estate.

Part-time faculty, not including faculty on the Annuitant Employment Program or the Phased Retirement Program described in Article 15, shall receive this benefit on a pro-rated basis.

- b. If a faculty member is older than age fifty-five (55) when she/he completes the fifteen (15) years of service requirement, the faculty member shall receive the full benefit of one year's base salary if she/he separates from employment pursuant to the procedures set forth in paragraph a, above, by the end of the first full academic year following completion of the 15 years of service. Any faculty member eligible under this paragraph who does not elect early retirement as provided in this paragraph but chooses to retire/resign later will be compensated under the schedule set forth in paragraph a.

**Subd. 4. Institutional Designation.** After meeting and conferring with the Association, the President may designate departments or programs in which faculty members choosing the incentive shall receive compensation equal to their full base salary. The President's designation will be based on reasons that are in the best interest of the university. Payments will be made in a manner consistent with Subdivision 3.

**Subd. 5. Benefits Contribution.** A faculty member qualifying for an early separation incentive payment(s) as provided in this section shall have an amount equivalent to the Employer contribution for one year's health insurance premiums deposited in his/her health care savings plan at the time of separation. In the event of death, such benefits shall be made to the beneficiary designated by the faculty member under a State retirement program, or lacking any such beneficiary, to the faculty member's estate.

**Subd. 6.** Persons choosing early separation shall have eligibility for early retirement payments determined in accordance with appropriate statutes and regulations.

## **Section E. Health Care Savings Plan.**

**Subd. 1.** The employer shall arrange for the creation of a tax-free post-separation health care savings plan in accordance with Minnesota Statutes §§ 352.98 and 356.24. This program will be administered through the Minnesota State Retirement System.

The employer shall establish within the plan an individual account for each faculty member.

**Subd. 2.** Upon separation from service by a faculty member, all severance payments made pursuant to Sections A and B of this article shall be deposited into the faculty member's Health Care Savings Plan (HCSP), as described in Subdivision 1. If the severance payment is less than \$500, the amount shall be paid as a lump sum to the faculty member. In the event of the death of the faculty member eligible to receive severance under Sections A and B, payment shall be made pursuant to Section A. If an employee eligible for severance pay provides the Employer with evidence of his/her receipt of a written exception to participation in the HCSP from the Plan Administrator prior to the time that deposit of severance pay is made to the employee's HCSP account, the employee shall receive the entire severance amount as a lump sum payment.

## **ARTICLE 17**

### **Paid Leaves of Absence**

#### **Section A. Sick Leave.**

**Subd. 1.** Fifteen (15) duty days of sick leave shall be credited to all new full-time faculty members at the time of their employment to cover possible disability during the subsequent fifteen (15) months of employment. Beginning with the sixteenth (16th) month of employment, each faculty member will be credited with one (1) additional day of sick leave for each succeeding month or portion thereof of employment completed within the regular academic year, but not to exceed four and one half (4.5) days per semester, as applicable. During summer session(s), sick leave shall accrue at the rate of one (1) day for each four credits taught. Total sick leave accumulation for summer session work shall not exceed three (3) days. The maximum sick leave accumulation for any fiscal year shall be twelve (12) days. Sick leave earned in accordance with this subdivision will be accrued on a bi-weekly basis.

**Subd. 2.** Unused sick leave may accumulate to a total of one hundred twenty-five (125) days. Sick leave earned over the maximum will be considered lapsed but shall be recorded to the faculty member's credit. In the event that a faculty member with an illness exhausts his/her current accumulated sick leave, and has lapsed sick leave recorded to his/her credit, additional sick leave shall be granted by the President/designee upon valid medical documentation, to the extent required by the employee's illness, but not to exceed the total amount of his/her lapsed sick leave.

**Subd. 3.** Faculty members on a full-time fixed-term appointment as provided for in Article 21, Section E, shall be credited upon initial employment with one (1) day of sick leave for each month of service.

**Subd. 4.** Probationary, tenured, fixed-term and NTT faculty commencing employment on less than a full-time basis shall be given sick leave credit as described in this section at the commencement of employment on a pro rata basis. Such part-time faculty members shall

accumulate sick leave on the basis of one (1) day for each month employed pro rata multiplied by the fraction of the time employed. Use of sick leave for such faculty members shall be deducted on a pro rata basis according to the fraction of the time employed at the time of leave. Sick leave earned in accordance with this subdivision will be accrued on a bi-weekly basis.

**Subd. 5.** Sick leave shall be granted by the President/designee for absences made necessary by reason of illness or disability, including temporary disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom; by exposure to contagious disease which may endanger the individual or the public health; or by illness or temporary disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom in the immediate family of the faculty member, making it necessary that the faculty member be absent from his/her duties. In the case of absence for illness of members of the immediate family, the term “immediate family” shall be defined to include the spouse, siblings, children, step children, foster children, grandchildren, wards, grandparents, parents, or parents of the spouse. These provisions shall include an individual who regularly resides in the employee’s household. A faculty member may use up to three (3) days of sick leave to arrange for the nursing care of the faculty member’s parents or parents of the spouse.

**Subd. 6.** Any probationary, tenured, fixed-term and NTT faculty member reemployed within one (1) year at the same or any other university within the System shall have unused accumulated sick leave reinstituted and posted to the employee’s credit in the records of the employing university, provided such sick leave was accrued in accordance with the provisions of this Agreement, and provided such sick leave has not been used in the calculation of severance pay. In the event such sick leave was used in the calculation of severance pay, the faculty member shall have sixty percent (60%) of the unused accumulated sick leave reinstituted and posted to the faculty member’s credit.

**Subd. 7.** All unused sick leave earned prior to ratification of this Agreement shall remain in full force and effect, and shall be credited fully to each faculty member’s sick leave accumulation.

**Subd. 8.** Probationary, tenured, fixed-term and NTT faculty members with appointments for periods other than one hundred sixty-eight (168) duty days shall have the number of days of sick leave per year to be accrued calculated in accordance with the following formula:

<b>Total Sick</b>	=	<b># of Duty Days</b>	x	<b>9</b>	x	<b>Percentage of a</b>
<b>Leave Accrued</b>		<b>168</b>				<b>normal workload</b>

**Subd. 9.** The IFO and MnSCU may develop a sick leave incentive program through establishment of a joint committee, but any final agreement on the Employer’s part is subject to the approval of the Minnesota Statutes § 43A statutory employer.

**Subd. 10.** Adjunct and community faculty shall be allowed to miss all or part of two class days each semester for reasons set forth in Subd. 5 without loss of pay.

**Section B. Bereavement Leave.** The use of a reasonable period of leave, up to five (5) days per occurrence, shall be granted in case of a death in the immediate family as defined in Section A.

**Subd. 1.** Bereavement leave shall not be deducted from sick leave in the case of relatives of the faculty member or the spouse's parents, or an individual who regularly resides in the employee's household.

**Subd. 2.** Bereavement leave shall be deducted from sick leave in the case of other relatives of the spouse and for the son-in-law or daughter-in-law of the faculty member. Additional time may be allowed by the President/designee depending upon circumstances.

**Section C. Military Leave of Absence.** Faculty members who are members of the state or federal armed services are entitled to leave of absence with pay as defined in Minnesota Statutes.

**Section D. Court-Related Leaves of Absence with Pay.** Faculty members shall be granted a leave of absence with pay for:

**Subd. 1.** Service upon a jury.

**Subd. 2.** Appearance before a court, legislative committee, or other judicial or quasi-judicial body in response to subpoena or other direction by proper authority. If the faculty member is the plaintiff, the faculty member shall reimburse the university for expenses incurred for a substitute, not to exceed the faculty member's salary for the work days missed.

**Subd. 3.** Attendance in court in connection with a faculty member's official duty, such attendance including the time required in going to the court and returning to the faculty member's place of work.

**Section E. Emergency/Personal Leave.** Probationary, tenured, fixed-term and NTT faculty members may be granted up to three (3) days (non-cumulative) of emergency or personal leave per fiscal year for situations not covered by other provisions of this Agreement that arise necessitating the absence of the faculty member from the campus. Whenever possible, the faculty member shall apply for prior approval of the leave by the President/designee. Adjunct and community faculty shall be granted up to one (1) day of such leave each semester.

**Section F. Accrued Benefits.** A faculty member while on leave shall retain all rights and accumulated benefits. Such benefits shall continue to accrue for the period of time that a faculty member is on leave pursuant to this article. Full-time faculty members who are granted sabbatical leaves shall accrue full sick leave benefits, notwithstanding the reduction in salary provided in Article 19, Section C, Subd. 4. Part-time faculty who are granted sabbatical leaves shall accrue sick leave on a pro rata basis.

**Section G. Paid Leave of Absence.** The President may grant a faculty member a paid leave of absence up to one (1) year in length for the purpose of retraining or further training to meet the programmatic needs of the university.

## **Section H. Paid Parental Leave.**

**Subd. 1.** Faculty members shall be granted 30 consecutive days of paid leave upon the birth of a child or placement of an adoptive child. Such paid leave must commence within six months of the birth or adoption placement. Following the conclusion of a faculty member's paid parental leave provided by this section, a faculty member shall be entitled to take additional unpaid leave as provided in Article 18, Section B, or as otherwise provided in this Agreement.

**Subd. 2.** The paid leave provided in this section shall run concurrently with any other form of unpaid leave that birth or adoptive parents may be entitled to under other provisions of this Agreement or provided by law.

**Subd. 3.** To facilitate management of the faculty member's assigned duties, normally, a faculty member shall provide 30 days advanced notice prior to the start of a semester(s) or nine-month appointment in which the paid leave provided in this section will be used.

## **ARTICLE 18 Leaves Without Pay**

### **Section A. Leaves.**

**Subd. 1. General Leaves.** A faculty member may request a leave of absence for valid reasons for an initial period not to exceed two (2) years. A request for leave shall be made as early as practicable and shall include a statement as to the purpose for which the leave is requested, including its value to the faculty member and the university. The President shall consider the effect of such a leave upon the university, and a request shall not be arbitrarily denied. General leave of absence beyond two (2) consecutive years may be granted at the discretion of the President. However, the faculty member shall cease to accrue seniority beyond the second year.

**Subd. 2. Educational Leave.** The President may grant an educational leave, unpaid, partially paid or fully paid, at the request of the faculty member when the purpose of the leave is to work toward certification or an advanced degree, if this request is made in a reasonable time in advance of the leave. Such requests shall not be unreasonably denied. Upon return to the university, the faculty member shall be entitled to credit for years of seniority accumulated during and prior to the leave. Normally, an educational leave will not extend beyond two (2) years, but may be extended by the President. However, the faculty member shall cease to accrue seniority beyond the third year.

**Subd. 3. Administrative Leave.** Faculty members who accept an administrative assignment within the Minnesota state universities shall take an administrative leave for the duration of the assignment. After consultation with the affected program and department, a state university that employs an administrator on administrative leave from a different state university must, after four years, accept transfer of the faculty member's tenure to a program designated by the

President. A faculty member on administrative leave shall cease to accrue seniority beyond the second year. A faculty member accepting this appointment shall not participate in any aspect of faculty or departmental governance and may take no action that affects his/her own terms and conditions of employment as a faculty member. Normally, faculty members returning to the unit shall notify the President of their intention by March 1 of the preceding academic year. Faculty members shall be returned to the unit in accordance with Article 29, Section B, Subd. 1, and shall be returned to the salary schedule at a step comparable to that which the faculty member would have held had he/she remained in his/her faculty assignment.

**Subd. 4. Extended Leaves.** Extended leaves of absence of at least three (3) but not more than five (5) years may be granted in accordance with Minnesota Statutes § 136F.43. Notwithstanding any other section of this Agreement, retention and accrual of all rights and benefits for faculty on extended leave shall be governed by Minnesota Statutes § 136F.43. Faculty members shall be returned to the unit in accordance with Article 29, Section B, Subd. 1, and shall be returned to the salary schedule at the step at which they were placed when they left the unit, with accommodation for general increases in the indicated step. If the faculty member's service to the university in the year he/she left the unit qualified him/her for an increase in the succeeding year, then he/she shall be entitled to that increase upon his/her return to the unit. Seniority shall not accrue during the years faculty members are on extended leave.

**Section B. Parental Leave.** Upon request, a parental leave of absence without pay shall be granted to birth or adoptive parents. The leave shall commence on the date requested by the faculty member, and shall continue for a period of up to one academic year or nine-month appointment. Parental leave may be extended for an additional academic year/nine-month appointment upon application to and approval by the Administration. Faculty members on parental leave shall continue to accrue seniority.

While on unpaid leave, that qualifies under the Family Medical Leave Act of 1993, the Employer contribution for health and dental insurance will continue to be paid to the extent provided for under the Act.

Beginning July 1, 2013, a full-time faculty member will receive a \$1,500 lump sum payment if leave used under this section begins prior to and does not end during the course of an academic semester. To qualify for this benefit, the faculty member must be on unpaid leave for at least one full semester.

**Section C. Maintenance of Benefits.** While on unpaid leave, the faculty member shall have the right to continue, to the extent permitted by law, any or all benefits, provided any direct cost resulting therefrom is reimbursed to the Employer by the faculty member.

**Section D. Accrued Benefits.** A faculty member while on leave shall retain all rights and accumulated benefits. A faculty member on leave pursuant to Section A, Subd. 2 or Section B, of this article, or a tenured faculty member on general or extended leave of absence for purposes judged by the President to be of benefit to the institution, such as service or employment in the area of his/her expertise, shall for purposes of layoff be entitled to credit for years of seniority

accumulated during the leave, and shall be entitled to continuation of insurance benefits, unless provided through outside employment during the leave.

**ARTICLE 19**  
**Professional Improvement**

**Section A. Professional Improvement Funds.**

**Subd. 1.** Professional improvement funds shall mean support funds for improving professional competence.

**Subd. 2.** All faculty except adjunct faculty shall be eligible for professional improvement funds.

**Subd. 3.** The funds distributed shall be no less than four hundred thousand dollars (\$400,000) in FY 2016 and four hundred thousand dollars (\$400,000) in FY 2017. All funds shall be distributed each fiscal year to the universities on the basis of the number of FTE faculty at each institution. Within thirty (30) days thereafter, a report shall be provided to the IFO indicating the amount allocated to each university.

**Subd. 4.** The President, after meeting and conferring with the Association, shall establish procedures and criteria for the application and awarding of these funds to individual faculty members. Awards shall be made by the President.

## **Section B. Professional Study and Travel.**

**Subd. 1.** The IFO and MnSCU recognize the need for faculty development relating to their university's mission. Therefore, each department/unit will be allocated professional study and travel funds at the rate of not less than one thousand three hundred dollars (\$1,300) in FY 2016 and one thousand three hundred eighty dollars (\$1,380) in FY 2017 per each full-time equivalent faculty in the department as of the beginning of each academic year as determined in Subd. 2 below. Funding for faculty, excluding adjuncts, hired during the year will be allocated on a pro rata basis at the time of hire.

**Subd. 2.** In determining the number of full-time equivalent faculty members, those on paid leaves of absence, sabbatical, reassigned time and those on phased retirement or the annuitant employment program shall be counted as full-time, but their replacements, if any, shall not. Those faculty members on paid leaves of absence, sabbatical, reassigned time or on phased retirement shall be eligible to receive such professional study and travel monies. This provision shall include faculty members whose positions are financed from external sources, even though funding for this purpose is not provided by the external source. Professional study and travel funds shall be available to all faculty members at the time of hire.

**Subd. 3.** Funds provided by this section (PST funds) shall be limited to paying for costs associated with the process of faculty development as described in Article 22. Purchase of activities, services or tangible assets should be consistent with the faculty member's professional development plan or sabbatical plan. Examples of permissible uses include, but are not limited to, the cost of travel, housing, meals and registration associated with participation in professional conferences, workshops, and similar meetings and courses, professional memberships, professional books and journals, supplies and services including Internet access, online services including electronic subscriptions, software, multimedia, and fees associated with the publishing or presentation of scholarly and creative work including preparation services. PST purchases must be reasonably likely to enhance the faculty member's effectiveness with respect to one or more of the five criteria set forth in Article 22; purchases of technology that satisfy the standards of this subdivision are permissible.

Funds may not be used to purchase routine equipment. All tangible assets purchased with PST funds are the property of the University.

The department shall, through a democratic process, determine an equitable procedure for distribution of funds. The department may carry over any portion of its allocation from the first to the second year of the biennium, and from one biennium to the next.

**Section C. Sabbatical Leave.** The purpose of a sabbatical leave is to enhance professional development, support department/unit goals, and/or meet the instructional, service, or research priorities of the university.

**Subd. 1.** The President/designee may grant a sabbatical leave to an eligible faculty member who proposes to undertake a scholarly research project, additional study, or other endeavor related to the purpose described above. At the beginning of each academic year, the President, after meeting and conferring with the Association, will establish a schedule for application, consideration and announcement of the sabbatical leaves.

**Subd. 2. Eligibility.**

- a. Except as otherwise provided in this subdivision, in order to be eligible for sabbatical leave, a faculty member must have completed at least seven (7) years of service at the university, or have at least six (6) years of service since the conclusion of such faculty member's previous sabbatical leave.
- b. The granting of sabbatical leave shall be contingent upon the President's determination that funds are available for this purpose and that staffing requirements of the university can be met. Where sabbatical leave is denied, reasons therefore shall be communicated to the faculty member in writing. However, the faculty member shall be granted an initial sabbatical, upon request:
  - 1. after a year of service following an initial award of tenure; or
  - 2. after completion of ten (10) years of service.

Subsequent sabbaticals shall be granted, upon request, after ten (10) years of service following the conclusion of the faculty member's last sabbatical leave.

- c. Eligibility for sabbatical leave is subject to presentation of a satisfactory plan in accordance with Subd. 3 below.
- d. Should more than twenty-five percent (25%) of the faculty on an FTE basis of any particular department or program be eligible for and request such a leave, the sabbatical(s) shall be granted in accordance with the following priorities:
  - 1. faculty who have not yet received a sabbatical; then
  - 2. faculty whose sabbatical was postponed by this provision; then
  - 3. faculty with the longest service since their last sabbatical.

After the three priorities are applied and there remains an unresolved conflict, the immediate supervisor shall determine which sabbatical plan shall be granted. In making this decision, the immediate supervisor shall consider the unique opportunities presented in the competing sabbatical plans that may be lost due to delay.

In such circumstances, the President/designee shall grant such leave to twenty-five percent (25%) of the faculty within the department or program on an FTE basis.

- e. Leaves taken for reasons of professional improvement directly relating to the faculty member's university responsibilities shall be counted as time served towards eligibility for sabbatical leave up to a maximum of two (2) years.

**Subd. 3.** The faculty member's proposal for sabbatical leave shall include a written plan consistent with the purpose outlined above and an indication of the term(s) that the faculty member intends to be on leave. Sabbatical plans are subject to approval by the President/designee. Except for those ten (10) year sabbaticals described in Subd. 2 above, the President's decision is not grievable. The plan must include a signed agreement to submit a written report of the results of the sabbatical to the faculty member's immediate supervisor upon conclusion of the sabbatical leave. The faculty member shall agree in writing to return to the university after the conclusion of the sabbatical and provide twelve (12) credits of instruction or an equivalent amount of non-credit generating faculty work for each semester of leave taken. Upon return to the university after the conclusion of the sabbatical, the faculty member shall submit a written report of the results of the sabbatical to the faculty member's immediate supervisor. In the event the faculty member fails to follow the intent of his/her plan or to return to the university to provide the aforementioned service after the conclusion of the sabbatical, the faculty member shall refund to the university salary paid, not including benefits, during that sabbatical period. The return service obligation shall be waived if i) the university retrenches or otherwise terminates the faculty member's employment at the conclusion of the sabbatical, or ii) if a documented medical condition precludes the faculty member from resuming work as a faculty member. The refund obligation shall be reduced proportionately by the amount of service provided by the faculty member following the sabbatical. Any separation payments due to the faculty member shall be reduced by the amount of any refund amount due and owing at the time of separation.

**Subd. 4.** Sabbatical leaves may be granted for one (1) semester, at full base salary, or for a full academic year at eighty percent (80%) of base salary. For part-time faculty members, the amount of sabbatical pay shall be adjusted pro rata.

**Subd. 5.** Faculty members on sabbatical leave may accept scholarships, fellowships, grants, or employment during the sabbatical leave, provided such scholarships, fellowships, grants, or employment afford experience which serves the purpose of the sabbatical leave.

**Subd. 6.** A faculty member shall be eligible for continued group insurance benefits as provided by law during the course of the leave.

**Subd. 7.** In those cases where the Administration has denied sabbatical leaves for budgetary or staffing considerations, or where replacements for sabbaticals were not provided, the Administration shall provide a summary of such actions at a meet and confer.

## **ARTICLE 20**

### **Departments and Department Chairpersons**

#### **Section A. Departments.**

**Subd. 1.** The President may, after meeting and conferring, designate or redefine various academic departments and programs consistent with the university's mission and scope of academic activity. Departments or programs defined as of the date of execution of this Agreement shall continue to exist unless the President, after meeting and conferring with the Association, redefines departments or programs based upon the needs of the university. Redefinition of departments or programs shall occur no more than once each year, and shall be announced by and effective with the posting of seniority rosters on March 1. Such actions shall not be subject to the provisions of the grievance procedure.

**Subd. 2.** Each faculty member shall be a member of at least one (1) department/ administrative unit. In departments where the Administration has decided not to have a chair, the department faculty may elect and propose annually a person to carry out any procedures required by this Agreement.

**Subd. 3.** Department faculty shall establish, annually or more frequently as appropriate, through a democratic process and in a manner consistent with university procedures and the provisions of this Agreement, departmental goals, objectives, policies, procedures, and teaching and other work schedules. In addition, each program may establish program-specific goals, objectives, policies, procedures and schedules.

- a.** The department shall make every effort to ensure that teaching and other work schedules meet program, department, college and university objectives. The administration may develop guidelines to aid in this effort.
- b.** The department may establish appropriate committees as needed. The department may make recommendations, forwarded through the department chair, on its own behalf concerning such matters as personnel actions, budgetary matters, teaching assignments, departmental curriculum/curricula, classroom and equivalent duty schedules, etc. All departmental recommendations must be reviewed and approved by the department's faculty, and forwarded to the administration by the chair with a statement verifying that the requirement has been met. Individual faculty members and programs within departments may also make recommendations on these same matters.
- c.** Departments may use electronic voting.

- d. Department faculty shall notify the department through the chair of application for and acceptance of grants and/or the faculty member's selection as the individual primarily responsible for the administration of a contract between the university and an external third-party. The faculty member's failure to provide such notice shall not be grievable.

**Subd. 4.** Departmental faculty and chairs shall base their personnel recommendations on the five criteria contained in Article 22, Section B. In accordance with Article 5, Section A, Subd. 44, recommendations for a personnel action must be signed and dated by the person or persons making them. The department may conduct a vote on any personnel matter and forward it to the appropriate supervisor, but the vote shall not constitute a recommendation.

**Subd. 5.** All faculty members, other than fixed-term faculty in the first year of such status, who have at least three-fourths (3/4) time FTE appointments in the department during the current academic year, are eligible to vote in matters pertaining to the chair and to make recommendations in personnel matters and curriculum matters. All faculty members who have at least one-half (.5) time appointments in the department during the current term are eligible to vote in all other matters pertaining to the business of the department. The Academic Vice President shall arbitrate disputes which may arise concerning voting eligibility in any department. This decision shall not be subject to the grievance procedure.

**Subd. 6.** Departmental actions may not add to, subtract from, or modify in any way the terms of the Agreement, and are not effective until filed with the immediate supervisor.

## **Section B. Duties of Department Chairpersons.**

**Subd. 1.** The chair provides academic and administrative coordination, and fosters an environment which enhances individual and departmental growth and development.

**Subd. 2.** The department chair coordinates the activities of the department through a process of regular consultation with all the members of the department and the President/designee. The chair provides coordination within a department with respect to departmental rights and functions as described in Section A of this article. (See Appendix E.)

**Subd. 3.** The chair forwards recommendations of the department to the appropriate administrative personnel, and is expected to submit his or her own reactions or recommendations to the President/designee on such matters as tenure, promotion and nonrenewal, whether or not such chair recommendations coincide with others made. Copies of such reactions and recommendations shall be made available to the department members, except for those concerning personnel matters. Recommendations and/or reactions pertaining to personnel actions shall be in accordance with the provisions of the appropriate article(s) in this Agreement and a copy shall be given to the affected faculty members.

## **Section C. Department Chair Reassigned Time and Compensation.**

**Subd. 1.** All chairs of departments of five (5) or more FTE members shall be offered appointments of at least one hundred ninety-six (196) duty days; however, a chairperson may

decline any portion of the schedule beyond one hundred sixty-eight (168) days, subject to concurrence by the President/designee that the department will be able to function effectively. Chairs of smaller departments may be offered appointments of longer than one hundred sixty-eight (168) duty days in duration if in the discretion of the President/designee the duties of such chairs require extended appointments. The one hundred ninety-six (196) duty days of the extended appointment shall consist of the one hundred sixty-eight (168) academic duty day schedule plus twenty eight (28) additional duty days which shall be mutually agreed upon by the chair, the Association, and President/designee.

**Subd. 2.** During the regular academic year or nine-month appointment year, chairpersons shall have reassigned time according to the listed schedule below to carry out the duties of the chair as described in Section B of this article. Reassigned time may be averaged during the course of the academic year in order to meet the requirements of the listed schedule.

<u>FTE</u>	<u>Reassigned Time</u>
1- 4 FTE Members	by arrangement
5- 15 FTE Members	at least 1/3 time
16-24 FTE Members	at least 1/2 time
25 or more at least 2/3 time	

Beginning July 1, 2016, chairs of departments of 1-4 FTE members shall receive at least 1/8 reassigned time.

At Metropolitan State University, alternative arrangements shall be made by the President/designee for chairs with substantial numbers of community faculty and scheduled alternative teaching strategies and shall be subject to local meet and confer. Arrangements shall be subject to approval by the President/designee after consultation with the chair.

**Subd. 3.** Chairs on more than nine-month appointments shall not have a teaching load which exceeds one course of not more than four (4) credits in one (1) summer session.

#### **Section D. Department Chair Selection.**

**Subd. 1. Search.** When a chair is to be selected, the President/designee shall consult with the department faculty regarding departmental, college, and university objectives. After consultation with the department faculty, the President/designee shall determine whether the new chair is to be chosen from within the university or whether the search shall include candidates from outside the university. In either case, an election shall be held by the faculty of the department for the purpose of selecting the nominee.

**Subd. 2. Nomination.**

- a. The name of the candidate receiving the majority vote in a secret ballot election shall be submitted to the President/designee as the department's nominee for the position of chair.
- b. Within ten (10) working days of the receipt of such nomination, the President/designee shall either appoint the nominee or notify the members of the department in writing that he/she declines to appoint the nominee, and upon request of the department shall hold a meeting with the department faculty to discuss the reasons therefore.
- c. If the President/designee declines to appoint the nominee, the department faculty shall conduct a second election and the department shall submit the name of a different nominee to the President/designee.
- d. Within ten (10) working days of receipt of the name of the second nominee, the President/designee shall appoint the nominee, except that the President retains the right to decline to appoint the nominee if he/she has reason to believe that state or federal anti-discrimination laws were violated, and subsequently appoint an interim chair, for a period not exceeding one (1) academic year, without election. The President shall explain his/her reasons for believing that the laws were violated at a meet and confer before appointing an interim chair.

**Subd. 3. Temporary Vacancies.** For temporary vacancies (such as when a chair is on leave or during the interim period when an election is being conducted), the President/designee may, after consultation with the faculty members of the department, appoint an interim chair for a period not to exceed nine (9) months unless a longer period is mutually agreed upon by the President and the department, in which case the appointment may be for a period not to exceed fifteen (15) months.

**Section E. Department Recall.**

**Subd. 1.** Upon presentation to the President/designee of a petition signed by a majority of the department members eligible to vote, excluding the chair, to recall the chair of that department, the President/designee shall within ten (10) working days give to all members of the department written notice setting forth the time, date (during an academic year), place and purpose of a meeting to consider the recall petition. The President/designee shall preside at the meeting.

**Subd. 2.** A two-thirds (2/3) vote by secret ballot of all department members who are eligible to vote shall be required to recommend that the President/designee declare a vacancy to exist in the departmental chair. Upon receipt of such a recommendation, together with a written record of the minutes of such a departmental meeting and a record by number of the votes cast, the President/designee shall meet with the department members and the chairperson and discuss the matter. If the President rejects the recall recommendation, he/she shall, after discussions with the department and within ten (10) days, call for another vote upon the recall,

the results of which shall be binding. The effective date of recall shall be immediate, except that in the case of a first-year chairperson the President shall set an effective date of recall which shall not be later than the end of the academic year in which the recall action was taken. The President's/designee's action to implement the department action to recall a chairperson, or the effective date of such a recall in the case of a first-year chairperson, shall not be subject to the grievance procedure.

**Section F. Removal.** The President may, after he/she or his/her designee has held a meeting with the department faculty, declare a vacancy to exist in the position of chairperson. Such action shall not be subject to the grievance procedure.

**Section G. Vacancies.** In filling vacancies due to the resignation, recall or removal of the chair, the selection shall be made in accordance with the provisions of Section D of this article.

**Section H. Term.**

**Subd. 1.** The term of a chairperson shall be three (3) years.

**Subd. 2.** At the end of each completed term, the office of chair shall be considered vacant.

**Subd. 3.** No faculty member may serve more than three (3) consecutive terms as chair.

**Subd. 4.** A faculty member who serves as a department chair for at least two full years during his/her probationary period shall be entitled, upon request, to a one-year extension of the probationary period provided by Article 21, Section E, Subd. 6.

**Section I. Directors and other Coordinating Assignments.**

**Subd. 1.** During the spring semester of each year prior to April 15, the President/designee shall submit to the Association a list of all directors or similar positions for which reassigned time and/or remuneration is provided. The list shall include the position description, length of term, and the compensation (monetary and/or reassigned time). A meet and confer shall be held after the receipt of the list but prior to the end of spring semester to exchange views and concerns with regard to directorships. This exchange shall include but not be limited to additions, modifications, discontinuations, procedures and changes in compensation relating to the directorship or similar position.

**Subd. 2.** During the regular academic year, directors of academic programs shall be granted reassigned time and/or compensation in accordance with Article 12, Section B, Subd. 3, commensurate with their activities.

## **ARTICLE 21**

### **Appointment of Faculty**

#### **Section A. Filling Positions.**

**Subd. 1.** Notice of any vacancies in the Minnesota State Universities shall be made known to the faculty by means of posting on bulletin boards designated for such purposes, shall be included in the university/President's newsletter and shall be sent to the IFO simultaneously with any other publication of the vacancies. Notification to faculty who are not successful applicants shall be sent prior to the announcement of the name of the successful applicant.

When new faculty positions are created or faculty vacancies exist, such positions shall be advertised in accordance with the above paragraph. Prior to making an appointment, the President/designee shall involve the department in evaluating academic credentials of the candidates and in making recommendations to the President/designee concerning the candidates for the vacancies. When a faculty vacancy exists because of resignation, retirement, death or transfer, the President/designee shall consult with the affected department or program.

**Subd. 2. Prior Consideration.** When a university determines to fill a probationary position as described in this subdivision, it will grant prior consideration to current faculty members as described herein.

- a.** Prior consideration may be granted only when the university decides to fill a probationary position, and there is a current incumbent in that position who was hired pursuant to regular, non-emergency university hiring procedures. If, after a notice of vacancy is posted, a current incumbent applies for the probationary position, the current incumbent's application shall be reviewed prior to the review of other applicants.
- b.** Should the search committee determine that the current incumbent meets the qualifications for the probationary position, and, after interviewing the candidate, wishes to recommend his/her appointment, the committee may make such a recommendation to the university without considering additional candidates. If the university determines that current vacancy filling policies or procedures require consideration of some or all other applicants, it will so notify the search committee. The search committee will then review such applicants.
- c.** The right to "prior consideration" as described in this subdivision establishes only a procedural right with respect to the review and possible interview of the current incumbent by the search committee. These priorities do not create an expectation of employment on the part of any current faculty incumbent who receives prior consideration under these provisions.

**Section B. Appointment Date.** All full-time faculty members whose appointments are effective after the beginning of the academic year shall, for the purpose of reappointment, promotion, or completion of probationary period, be considered as having begun service at the beginning of that

academic year. This provision shall apply to all current and future probationary and tenured faculty members and shall not apply in the calculation of seniority.

**Section C. Information.** At or prior to the time an initial offer of employment as a probationary or fixed-term faculty member is made, the prospective employee shall be provided with a copy of the Agreement or directed to a website where a current version of the Agreement may be accessed. Such prospective employees shall also be told his/her assigned faculty rank and salary schedule placement, as well as provided with information concerning insurance benefits. Adjunct and community faculty shall be provided with the same information, to the extent applicable, after being hired.

**Section D. Initial Assignment to Rank.** Qualifications for initial assignment to faculty rank are to be as follows:

**Professor:** Earned doctorate or other appropriate degree, plus ten (10) years of collegiate-level teaching or related experience.

**Associate Professor:** Earned doctorate or other appropriate degree, plus seven (7) years of collegiate-level teaching or related experience.

**Assistant Professor:** Earned doctorate or other appropriate degree.

**Instructor:** Appropriate preparation.

Normally, no faculty member may be assigned to a rank more than one (1) level below that for which he/she is qualified. In each instance, the President shall establish what constitutes appropriate experience and appropriate degrees for the purpose of assignment to rank.

**Section E. Appointment.** Appointments shall be one of the following seven (7) types:

**Subd. 1. Fixed-Term Appointments.**

- a. Definition.** A fixed-term appointment is an appointment for a limited period of time and is to be used only when the position to be filled is clearly of a temporary nature or when a permanent position needs to be filled for a temporary period. Positions extending beyond four (4) years shall not be considered temporary.
- b. Length.** Normally, a fixed-term appointment shall not exceed twelve (12) months in duration. The President shall provide a written explanation to the local Faculty Association when a fixed term appointment exceeds twelve months. The President may offer appointments up to a maximum of four (4) years when such an action is deemed to be in the best interests of the university. Fixed-term employment terminates at the end of the appointment period and carries no implication for future employment.
- c. Exceptions.**

1. After meeting and conferring the President may appoint a faculty member to serve in fixed-term capacity for more than four consecutive years as a replacement for faculty members on leave or temporarily reassigned from teaching duties, or for other reasons that are in the best interest of the university. This exception includes assignments to teach similar courses for different positions in the department/unit.
2. Where positions are financed from external sources and the financing extends beyond an initial three (3) year period, persons holding such positions will have employment for the subsequent year unless notified by March 15 of the year of employment if the position is being terminated due to budget reductions. If a person holding such a position is terminated based on a performance evaluation, notification shall be given no later than the last day of the academic year/nine-month appointment year, and the following year/nine-month appointment year shall be the terminal appointment.
3. Visiting Professor. Nothing in this section shall preclude the Administration from designating a faculty member on a fixed-term appointment as a Visiting Professor.

**Subd. 2. Non-Tenure Track Appointments.**

- a. Definition. A non-tenure track appointment is a continuing appointment initially offered prior to July 1, 1989 which does not possess the right of tenure.
- b. No additional non-tenure track appointments shall be made.
- c. A faculty member holding a non-tenure track appointment will have employment unless notice of non-renewal is given by August 1 preceding their final academic year either in accordance with Article 25, Section E or as a result of a position being terminated due to budget reductions or internal reallocations. A non-renewal resulting from budget reductions or internal reallocations shall not be subject to the grievance procedure.
- d. Service in an existing non-tenure track appointment shall not lead to tenure in that appointment.

**Subd. 3. Adjunct Appointments.**

- a. The Administration and the IFO recognize that circumstances may dictate that faculty tasks cannot be accomplished within the workload of permanent faculty, including overload. When the President/designee determines that such conditions exist he/she may authorize adjunct appointments in accordance with the following principles:
  1. To meet temporary staffing needs due to enrollment increases for which normal full funding is not provided.

2. To meet temporary staffing needs when faculty are reassigned to other duties or who are on sabbatical or on other leaves of absence.
  3. To teach courses requiring special expertise and/or to meet special programmatic needs of departments where such expertise and needs cannot otherwise be provided by the faculty within the department.
- b. **Duration.** The appointment terminates at the end of the stated period and carries no implication of future employment.
  - c. **Qualifications.** An adjunct will have a master's degree, specialized licensure or other special preparation or experience.
  - d. **Assignment/Workload.** An adjunct faculty member shall not teach more than ten (10) credits in any one (1) academic year.
  - e. **Hiring Procedure.** The President/designee shall consult with the department concerning the need for hiring adjuncts. The department shall be responsible for evaluating the academic credentials of the candidates and making recommendations to the President.

**Subd. 4. Community Faculty Appointments.** See Article 10, Section J.

**Subd. 5. Athletic Appointments.** See Article 10, Section G.

**Subd. 6. Probationary Appointments.**

- a. **Definition.** A probationary appointment is for a stated term and is designed to lead to tenure. During such term the appointee is being evaluated in accordance with Article 22 for purposes of determining whether an appointment with tenure shall be offered in accordance with Article 25 not later than the end of the stated term. Probationary appointments may be for one (1) year or other stated periods and may be terminated prior to the end of the stated term subject to the conditions in Articles 24 and 25.
- b. **Length.** The total period of probationary service prior to the acquisition of tenure shall not be less than one (1) year in the university and shall not exceed five (5) years of full-time equivalent service. Provided, however, that:
  1. A faculty member who serves as a department chair for at least two full years during his/her probationary period shall be entitled, upon request, to a one-year extension of the probationary period beyond the five (5) year limit.
  2. The probationary period shall be extended by one (1) year at the written request of a probationary faculty member on the occasion of the birth of that faculty member's child or adoptive/foster placement of a child with that faculty member. Such extensions shall not be granted more than two (2) times.

3. The probationary period shall be extended by one (1) year at the written request of a probationary faculty member if the faculty member is required to give documented, medically necessary care to (a) an immediate family member (as defined by the FMLA) or (b) an individual who regularly resides in the faculty member's household who has an extended serious illness, injury, or debilitating condition, or when the faculty member has a documented extended serious illness, injury, or debilitating condition. The probationary period shall not be extended more than one (1) time.
  4. For those persons who, because of prior part-time service, reach four (4) FTE years of service during the academic year, the probationary period shall end at completion of that academic year.
- c. **Computation.** Except as otherwise provided in this subdivision, probationary periods shall normally be five full years in length at the university. Up to four years of the five year period may be waived by mutual agreement of the faculty member, the Association and the Administration based on prior employment in a non-adjunct faculty or administrative position, or positions, at an accredited four-year university. Only service within 12 years of the commencement of the probationary appointment may be considered for such a waiver. The university shall provide written confirmation to the faculty member and his/her department of the length of his/her probationary period. The Association shall be notified of all probationary periods that depart from the five year standard.

**Subd. 7. Tenured Appointments.**

- a. **Definition.** An appointment with tenure is an appointment granted by the Employer upon successful completion of the probationary period specified in Subd. 6c of this section. Appointment beyond the completion of the specified probationary period because of an arbitrator's award or because of clerical error shall not carry with it the award of tenure. Faculty members who hold tenure at the time of execution of this Agreement shall be deemed to have tenure under this Agreement. Tenured appointments are for an indefinite period of time and individuals holding such appointments are automatically reappointed annually unless terminated under the provisions of either Article 24 or Article 23.

Tenured faculty on less than full-time appointments shall automatically be reappointed to a position of at least one-half (.50) FTE but less than full-time each year unless terminated under the provisions of either Article 24 or Article 23. Changes in workload for a tenured part-time faculty member shall not constitute a retrenchment so long as that workload remains at one-half (.50) FTE or above.

Tenured full-time faculty who are appointed to a part-time position by mutual agreement of the faculty member and the President/designee shall be considered to hold

tenure in that position and shall retain tenure as full-time employees upon return to full-time employment.

- b.** Except for faculty members who, by virtue of prior service credited in accordance with Subd. 6.c above, are eligible for consideration earlier, and further except for faculty members who are eligible for consideration under the terms of Subd. 6.b, a faculty member shall normally be considered for tenure during the fifth year of continuous FTE service in a tenure-earning position. The Dean or immediate supervisor shall notify all probationary faculty who are beginning their fifth year of FTE service that they shall be considered for tenure in accordance with Article 25. Other probationary faculty members who believe they are eligible for consideration for tenure shall inform the Dean or immediate supervisor in writing in accordance with timelines to be established under Article 22 and Article 25 and shall send a copy of the letter to the department chairperson, so that appropriate action will be taken. If such consideration is during the fifth year of FTE service or during the final year of a shortened probationary period, the procedures for consideration for tenure outlined in Article 25 below shall be in lieu of any other established procedures for consideration of non-renewal of probationary employment.
- c.** The decision to deny tenure shall be made by the President and shall not be made for arbitrary or capricious reasons.

#### **Section F. Appointment of Administrators.**

**Subd. 1.** The President may appoint an academic administrator at the level of Vice President or Dean to academic rank. The President shall first consult with and request a formal recommendation from the department in which a person would hold the rank. A candidate shall present information to demonstrate that he/she meets criteria outlined in Article 21, Section D. The President shall notify the Chancellor when academic rank has been granted to an academic administrator.

**Subd. 2.** The Chancellor may appoint a President to academic rank. The Chancellor shall first consult with and request a formal recommendation from the department in which the person would hold the rank. A candidate shall present information to demonstrate that he/she meets criteria outlined in Article 21, Section D.

**Subd. 3.** At the time of hire as an administrator, or any time thereafter, an academic Dean, an academic Vice President, President, or other academic administrator may be guaranteed a probationary appointment by the President/Chancellor in the event the administrative appointment is involuntarily ended. Before guaranteeing a probationary faculty position, the President/Chancellor shall request a recommendation from the department in which the academic administrator would be assigned. Probationary and tenured faculty in the affected department shall not be displaced by operation of this provision. Notwithstanding any other provision of this Agreement, an administrator assigned to the faculty unit pursuant to this paragraph shall not be eligible for tenure until completion of a five year probationary period. If an academic administrator is assigned to the faculty unit pursuant to this paragraph and

receives a departmental recommendation against tenure in his/her final year of probation, he/she shall not be granted tenure.

## **ARTICLE 22**

### **Professional Development and Evaluation**

As the primary professionals in the teaching/learning process of the university, faculty place continuous emphasis on the development and improvement of their professional competence and productivity. Professional growth occurs in areas such as effective teaching, scholarly or creative activity, and active involvement in the university community and professional organizations. Faculty scholarship and current knowledge of the discipline, together with a desire to improve pedagogy, are instrumental to good teaching.

**Section A. Purpose.** The purpose of professional development is to provide for continuing improvement in teaching, in other student interactions, in the quality of scholarly activity and other service to the university and community. The purpose of evaluation is to provide faculty with information which will contribute to their professional development. The evaluation processes are intended to be supportive of a faculty member's desire for continuing professional growth and academic excellence. This process contributes to various personnel activities and supports the interest of each faculty member to achieve continuing professional growth and to pursue the highest possible level of academic excellence.

**Section B. Criteria.** The criteria shall include:

1. Demonstrated ability to teach effectively and/or perform effectively in other current assignments.
2. Scholarly or creative achievement or research.
3. Evidence of continuing preparation and study.
4. Contribution to student growth and development.
5. Service to the university and community.

Appendix G provides guidance regarding some of the types of evidence that may be considered appropriate for addressing each category.

### **Section C. Schedule and Frequency.**

**Subd. 1. Frequency.** Faculty shall be evaluated and shall submit progress reports according to the schedule set forth in this section. Faculty members who are scheduled for evaluation less frequently than every year may request more frequent evaluation. With the agreement of the Dean/designee, faculty who are not required to submit professional development plans may do so in order to receive feedback.

<b>Appointment Type</b>	<b>Professional Development Plan</b>	<b>Evaluation Period and Progress Reports</b>
Fixed Term Faculty appointed to less than .75 FTE	None	None
Fixed Term Faculty appointed to .75 FTE or more	Annually	Annually
Community Faculty	None	First year, biennially thereafter
Adjunct Faculty	None	None
Head Coaches	Annually	Annually
Assistant Coaches, appointments totaling .75 FTE or more	Annually	Annually
Assistant Coaches, appointments totaling less than .75 FTE	None	None
Probationary Faculty appointed to .50 FTE or more	Annually	Annually
Tenured and Non Tenure Track Faculty (below rank of Full Professor)	Every four (4) years	Annually
Tenured and Non Tenure Track Full Professors	Every four (4) years	Summary report in year two (2). Full report in year four (4).

**Subd. 2. Schedule for Evaluation.** Except as otherwise provided herein, the President shall establish a schedule for evaluation, consisting of time tables for preparation of professional development plans, annual progress reports, and the periodic evaluation and recommendations regarding non-renewal, tenure, and promotion. The local Association shall be afforded the opportunity to meet and confer prior to implementation of this schedule. First year probationary faculty shall complete their plan by the end of fall semester, and shall complete their progress report by the end of the spring semester. Probationary faculty in their second year shall submit their PDP within fifteen (15) working days after completion of the evaluation process of their first year.

**Section D. Professional Development Plans (PDP).** Each faculty member required to submit a professional development plan (PDP) shall, after consultation with his/her immediate supervisor, prepare and submit a PDP for the period to be covered by the evaluation.

**Subd. 1. Plan Content.** The PDP shall include specific objectives, methods, and expected achievements in respect to the criteria in Section B. Faculty members may place different emphases on the various criteria so long as such emphases are consistent with university/college/department/program goals and objectives, and university policy. For faculty with teaching assignments, the PDP shall include a process for student assessment.

**Subd. 2. Faculty Comments.** The faculty member shall provide a copy of the plan to the chair of each department in which he/she has an appointment. The department chair(s) shall provide copies to the members of the department(s). Department members are encouraged to provide written comments on the PDP to assist the faculty member in his/her professional development and, if applicable, to provide guidance with respect to promotion and/or tenure. Written comments will be forwarded to the faculty member. The faculty member may make changes in his/her plan based on faculty comments.

**Subd. 3. Administrative Comments.** The appropriate Dean, his/her administrative designee, or other appropriate supervisor shall provide written comments on each PDP submitted for review in his/her area of responsibility. These written comments shall provide information to assist the faculty member in his/her professional development and, if applicable, to provide guidance with respect to personnel decisions. Before commenting, the Dean, his/her administrative designee, or other appropriate supervisor may consult with the department chairperson(s) and with other members of the department(s) to determine how the plan relates to university/college/department/program goals and objectives. The faculty member shall have an opportunity to respond to these comments.

**Subd. 4. Record Keeping.** Copies of the plan together with comments shall be maintained as part of the faculty member's official personnel file.

**Section E. Progress Reports.** At the end of the evaluation period, the faculty member shall submit a written progress report (PDR) to the appropriate Dean/designee and/or Athletic Director/designee, together with appropriate supporting documentation.

**Subd. 1. Report Content.** The report shall describe the progress made by the faculty member in respect to achieving his/her objectives as specified in his/her PDP. If faculty members include student course assessments as part of their reports, such assessments shall be anonymous, identified only by course/section. Any other student communications or evaluations submitted with the PDR shall not be anonymous.

**Subd. 2. Faculty Comments.** The faculty member shall provide a copy of his/her PDR to the chair of each department in which he/she has an appointment. Each department chair shall provide copies to the members of the affected departments. Departments will provide written comments on the report to assist the faculty member in his/her professional development and, if applicable, provide guidance with respect to promotion and/or tenure. Written comments will be forwarded to the faculty members and the appropriate Dean, his/her administrative designee, or other appropriate supervisor. The faculty member may make changes in his/her report based on faculty comments.

**Subd. 3. Administrative Comments.** The faculty member will meet with the Dean/designee and/or Athletic Director/designee to discuss achievements made during the evaluation period. A written summary of the Dean's/designee's and/or Athletic Director's/designee's assessment of the faculty member's accomplishments in respect to his/her plan, as they relate to the criteria in Section B, together with suggestions to guide future professional development activities,

and any upcoming application for tenure and/or promotion, shall be sent to the faculty member and placed in the faculty member's official personnel file. If the faculty member fails to meet the deadline, the Dean/designee and/or Athletic Director/designee shall inform the faculty member in writing that he/she has ten (10) days to comply.

**Subd. 4. Record Keeping.** Copies of progress reports submitted pursuant to this Article together with written comments provided to the faculty member shall be sent to the appropriate chairperson(s), and to the faculty member's personnel file.

**Section F. Community Faculty Report Content.** Community faculty members shall submit a report documenting achievements under Article 22, Section B, related to Criterion 1. The report shall be submitted to the Dean/immediate supervisor at the end of each evaluation cycle. Deans/immediate supervisors shall make these reports available to departments for use in reappointment recommendations and decisions.

**Section G. Post-Tenure Review.** For the purpose of maintaining and improving effectiveness, tenured faculty members shall be evaluated and shall submit progress reports as described in this article. The Dean/designee and/or Athletic Director/designee shall submit written comments in response to summary reports submitted by faculty members in accordance with this article.

**Section H. Electronic Submissions.** Faculty members may submit evaluation documents and supporting materials in electronic formats supported by the university that can be accessed by relevant faculty and administrators. Electronic signatures may be used where signatures are required.

## **ARTICLE 23**

### **Retrenchment**

#### **Section A. Retrenchment.**

**Subd. 1. Defined.** A retrenchment is the layoff of tenured or probationary faculty members due to System or university budget reductions, budget reallocations, expenditure freezes, or unfunded increases in operating costs, resulting from action by either the Legislature, the Governor, or MnSCU, or program changes, or enrollment shifts, or legislative mandate.

**Subd. 2.** When retrenchment is first discussed within the Administration, the President shall discuss the topic with the Association at the next meet and confer, in accordance with Article 6. In connection with such duty to meet and confer, the President shall give the reason(s) for considering retrenchment and shall provide information of anticipated attrition, and statistics and financial data having a bearing on any such retrenchment. The President shall consult with the Chancellor before the issuance of layoff notices.

#### **Section B. Procedure.**

**Subd. 1. Attrition.** Whenever possible, attrition due to retirement, resignation, early separation, or death should be used to avoid the necessity for layoff.

**Subd. 2. Retraining.** Retraining of present faculty shall be considered by the President to avoid the necessity for layoff.

**Subd. 3. Order of Personnel Reductions and Layoff.** Upon determination by the President that attrition and retraining will not accomplish the reduction, then layoffs may be instituted. After meeting and conferring with the Association pursuant to Section A above, the President shall determine the particular department or program in which personnel reductions ought to be made. Such reductions shall then be accomplished in the following order.

- a. Adjunct, community faculty, and fixed term, without priority, based upon programmatic needs.
- b. Probationary
- c. Tenured and non-tenure track faculty in the affected department shall be laid off in inverse order as described in Article 29. However, in departments or programs where positions are financed by monies from an outside jurisdiction or agency and are occupied by fixed-term or probationary faculty, such faculty may continue to hold such positions in reduced departments or programs unless there are tenured faculty members qualified to fill such positions as determined by the President.

A tenured faculty member who has at least twenty (20) FTE years of service within the Minnesota State Universities, shall remain available for assignment and shall not be laid off. For purposes of reaching the twenty (20) FTE years of service threshold, service through the date on which the faculty member's lay-off would otherwise be effective, shall be considered. For those tenured faculty with at least twenty (20) years of service who have received notice that their position is being eliminated, the following options will be provided.

1. The President/designee may reassign the faculty member to other appropriate duties within the university.
2. If the President/designee determines reassignment is not available without retraining, within six months of initial notice, the faculty member and the President/designee shall develop a mutually agreed upon retraining program, to be paid by the university, which meets the programmatic needs of the university. The completed plan will include timelines for completion of retraining. The President will review the approved plan with the receiving department, and in accordance with Article 20, the department's role is limited to that of providing recommendations only.
3. If the President/designee and the faculty member cannot develop a mutually agreeable retraining plan, the faculty member's employment will terminate three (3) years from the date initial notice. During this period, appropriate duties will be assigned by the Employer. At the end of this period, the faculty member will

receive the maximum benefits contained in Article 16, Section D, Subd. 3 if not otherwise qualified. With this option, there shall be no layoff or recall rights.

- d. If two (2) or more faculty members have equal seniority, then those with greater length of tenured service shall have priority for retention. Should faculty members still be equal in seniority, then those with greater length of total service in the university shall have priority in retention. Beyond this, the decision of which person to retain will be made on the basis of programmatic needs of the university as determined by the President.

**Subd. 4. Advanced Notice.** Faculty members to be laid off under the provisions of this article shall be provided notice of layoff no later than the fifteenth (15<sup>th</sup>) class day of the fall term to be effective on the last day of the next spring term or the last day of the faculty member's nine-month appointment year, whichever is later. To the extent that the Administration has not previously identified the particular departments or programs in which layoffs will occur and the anticipated number of layoffs, it shall provide such information to the Association at least 15 days prior to the date notice of layoff will be provided to the affected faculty members. After providing this information, the Administration will, upon request, meet and confer to discuss layoffs prior to the date of the layoff notice.

**Subd. 5. Out of Order Layoff.** At any time following the notice described in Subdivision 4 of this Section, a tenured or NTT faculty member not identified for layoff may propose to the President/designee that the proposing faculty member be laid-off without regard to the provisions of Subdivision 3 of this Section. Within fifteen (15) days of receiving such a proposal, the President/designee will in writing decline or agree to the proposal. Once timely accepted by the President/designee, such proposals become effective as notices of retrenchment and may not be rescinded except upon written notice from the President. Provided that the faculty member otherwise satisfies the eligibility criteria, a faculty member who is laid off by operation of this subdivision shall be deemed to have been laid-off and have provided timely notice of separation for purposes of the benefits described in Article 11, Section C, Article 14, Section C, Subd. 3, and Article 16. Faculty laid off by operation of this subdivision shall not be afforded the rights and benefits described in Sections C-F of this Article, but shall be allowed to continue insurance as provided in Section F, Subd. 2.

In circumstances where the President determines that the originally noticed layoff would have been rescinded, the President/designee shall so notify the relevant proposing faculty member. The proposing faculty member shall have ten (10) days to notify the President in writing the proposal is rescinded.

**Subd. 6. Sabbatical Leave.** If a faculty member had been scheduled for a sabbatical leave he/she shall not be deprived of his/her sabbatical leave because he/she is subject to being laid off.

**Subd. 7. Retraining.**

- a. The President will consider and may approve a training leave, in accordance with Article 17, Section G, for a faculty member who has received a notice of layoff. The retraining leave would occur during the faculty member's terminal year and provide the faculty member with an opportunity to become qualified for a position in a related or allied discipline. The President's decision shall not be grievable.
- b. As an alternative, but not in addition to the retraining leave, the President may offer a sabbatical leave to a faculty member for the purpose of retraining in a field for which employment is available at the faculty member's university. This sabbatical would occur during the faculty member's terminal year. The President's decision to offer or not to offer the sabbatical leave shall not be grievable.

**Section C. Claiming and Recall Rights.** Tenured faculty members laid off in accordance with this article shall have claiming and recall rights as described in this article for three (3) years following the effective date of their layoff.

**Subd. 1. Notices of Vacancies.** All tenured faculty members who have received a notice of retrenchment shall be provided notices of all faculty vacancies in the state university system during the three year claiming period. Such notices shall be sent no later than the time such notices are published. Such notices may be sent electronically, unless the faculty member requests notices by U.S. Mail. Affected faculty members shall provide the university human resources with an e-mail address or other acceptable electronic contact information, or mailing address, to facilitate the provision of such notices.

**Subd. 2. Designation of Academic Areas.** Tenured faculty members who have received a notice of retrenchment shall notify the System office of up to three academic areas in which the faculty member wishes to exercise claiming rights. The choice of academic areas shall be from the list contained in Appendix B of this Agreement. The designation of academic areas can be updated annually within fifteen (15) days of the anniversary of the faculty member's layoff date. The faculty member may designate one additional academic area during the update period.

**Subd. 3. Advanced Notice of Vacancies in Designated Academic Areas.** Vacancy notices for probationary positions in chosen academic areas shall be sent at least three (3) weeks prior to disseminating them within MnSCU or in local or national publications. The initial vacancy notice to a retrenched faculty member for a position in a designated academic area will include a letter describing the claiming and recall process.

**Subd. 4. Retrenchment List.** A current list of tenured faculty members who have been laid-off and possess claiming or recall rights as described in this Article will be maintained by the MnSCU System Office. The list will indicate the academic areas designated by each faculty member on this list. Each university will notify the System Office whenever a tenured faculty member is given notice of retrenchment. The System Office will update the list to reflect current information and make it available to each of the universities.

**Section D. Claiming.** Tenured faculty members notified of layoff in accordance with this article may exercise claiming rights within the Minnesota State Universities in the designated academic areas indicated on the retrenchment list as follows:

**Subd. 1.** The faculty member shall have three (3) calendar weeks from the date the notice of vacancy was sent to the faculty member to contact the university and indicate his/her interest in the position and to forward the application materials requested in the notice to the Academic Vice President or designee of the university involved.

**Subd. 2.** When the credentials of a claiming faculty member have been received by a hiring university, the Vice President or designee shall meet with the relevant department to ensure that it is aware of and understands all the provisions of this section prior to considering a claiming request. The department involved shall make telephone contact with the claiming faculty member and invite him/her to visit the campus for an informational interview. At the time of the visit, he/she shall also be afforded an interview with the President or appropriate Vice President. The department shall make a written recommendation to the President concerning the credentials of the claiming faculty member. If the recommendation from the department is negative, the faculty member shall be afforded a telephone call with the President before the President determines whether he/she is qualified to fill the vacancy.

The university shall be responsible for travel and related expenses from the faculty member's place of residence if it is within the State of Minnesota or within fifty (50) miles of the Minnesota border. The faculty member will be responsible for travel and related expenses from a place of residence beyond fifty (50) miles from the Minnesota border.

**Subd. 3.** After consulting with the department, the President shall determine whether the claiming faculty member is qualified to fill the vacant position. In evaluating the faculty member, neither the President nor the department will compare him/her with any actual, hypothetical, or ideal applicant, and will take no notice of applications and credentials of other candidates until a decision has been reached regarding the faculty member seeking reassignment.

The faculty member must be awarded the position if he/she has sufficient ability, i.e., is competent to perform the duties of the position as described in the notice of vacancy.

**Subd. 4.** If the President determines that a faculty member seeking to claim a vacant position does not possess sufficient ability to fill the position, he/she shall send the faculty member a written statement identifying the qualifications stated in the notice of vacancy that he/she does not possess. The System office shall be informed so that the notice of vacancy can be mailed and the search resumed in accordance with the procedures of Article 21, Section A.

**Subd. 5.** If two (2) or more faculty members are deemed qualified to claim a vacant position as described in this section, the position shall be awarded to the faculty member with greater seniority. If two (2) or more faculty members have equal seniority, the vacant position will be awarded to the one with the greater length of tenured service in the Minnesota State

Universities. If two (2) or more faculty members have equal seniority and tenured service, the vacant position will be awarded to the one with greater length of total service in the Minnesota State Universities. If two (2) or more faculty members have equal seniority and equal length of tenured and total service, the President shall determine which faculty member shall be awarded the vacant position.

**Subd. 6.** If no faculty member on the retrenchment list responds to the notice of vacancy during the three (3) week open period, the university may resume the search in accordance with the procedures of Article 21, Section A.

**Subd. 7.** Persons offered reemployment must accept such offer within fifteen (15) calendar days, and such acceptance to take effect on a date specified by the President which will not require a faculty member to be at work earlier than the beginning of the academic semester, following the date such offer was made or thirty (30) days, whichever is later. Such a faculty member shall retain all accrued seniority in the Minnesota State Universities, including credit for time in layoff status, if he/she is reemployed at the same university from which the faculty member was laid off. However, faculty who are reemployed at another Minnesota State University shall begin a new accumulation of seniority within their new department or program at their new Minnesota State University.

**Subd. 8.** Persons who decline such offers of reemployment waive all claiming rights as established in this Article and shall have their names removed from the retrenchment list. If the vacant position is temporary or less than full-time, the qualified faculty member may accept or refuse the position without in any way altering or affecting his/her rights as established in this article.

**Subd. 9.** All claiming rights established herein shall expire at the conclusion of three (3) years (thirty-six (36) months) from the effective date of the faculty member's layoff or upon reassignment to a full-time tenured position in the bargaining unit.

**Section E. Recall.** Tenured faculty members laid-off in accordance with this article shall be eligible for recall to the same or substantially equivalent vacant position in the same university from which the faculty member was laid off for three (3) years following the effective date of their layoff. The following provisions shall apply.

**Subd. 1.** When a vacant position is to be filled, laid-off faculty members who are eligible for the position shall be offered reemployment in inverse order of their layoff from the System. In the event that two (2) or more faculty members were laid off at the same time, then that person with the greater seniority shall have priority for recall. If the vacant position is temporary or less than full-time, the laid-off faculty who are eligible shall be offered the position, but their accepting or declining the offer shall not jeopardize their recall rights as established in this article.

**Subd. 2.** Persons offered reemployment pursuant to this section must accept such offer within fifteen (15) days after such offer, such acceptance to take effect on a date specified by the President which will not require a faculty member to be at work earlier than the beginning of

the academic semester, following the date such offer was made or thirty (30) days, whichever is later.

**Subd. 3.** Persons who decline such offers of reemployment waive all rights of recall as established in this article and shall have their names removed from the retrenchment list. If the vacant position is temporary or less than full-time, the qualified faculty member may accept or refuse the position without in any way altering or affecting his/her rights as established in this article.

**Subd. 4.** All recall rights established herein shall expire at the conclusion of three (3) years (thirty-six (36) months) from the effective date of the faculty member's layoff.

#### **Section F. Recalled Faculty/Successful Claimers.**

**Subd. 1.** Faculty members who are recalled or successfully claim a vacant position in accordance with this article and return to employment in the System shall be reemployed at their former academic rank with no reduction in their former salary schedule position.

In addition, they shall retain all unused sick leave accumulation not used in the calculation of severance pay at the time of their layoff as well as their previously earned tenure rights and sabbatical leave rights. If the position to which a faculty member is recalled is within the same seniority unit from which he/she was laid-off, then all previous seniority credit will be restored.

**Subd. 2.** Laid-off faculty shall be considered to be in an unrequested leave category. After twelve (12) months of Employer paid insurance benefits expire (Article 35, Section C, Subd. 3.a), the laid-off employee shall have the right to continue at his/her own expense his/her full insurance benefits at the group rate for an additional thirty (30) months.

**Section G. Outplacement Service.** MnSCU, after consulting with the IFO, shall select an out placement consultant and provide such services to faculty members who are given notice of layoff and who request the service.

**Section H. Grievance Procedure.** A layoff due to retrenchment shall not be considered a non-renewal of appointment or a dismissal for cause, and the President's decision to retrench shall not be subject to the grievance procedure.

### **ARTICLE 24**

#### **Faculty Rights in Disciplinary and Investigative Action**

**Section A. Disciplinary Action.** Disciplinary action may be taken only for just cause. If disciplinary action is grieved, the burden to prove just cause as defined in Article 5, Section A, Subd. 24, rests with the Employer. Nothing in this article shall preclude the President or other appropriate supervisor from attempting to resolve problems with a faculty member in confidence. Unless the President or other appropriate supervisor determines that extenuating circumstances exist, disciplinary action shall be progressive, beginning with oral reprimand, proceeding to written

reprimand, then to suspension, and finally to dismissal. All disciplinary action is subject to the grievance procedure.

**Subd. 1. Oral Reprimand.** An oral reprimand may be issued by the immediate supervisor. An oral reprimand shall be clearly designated as such. A faculty member shall be entitled to have a representative present, and shall be apprised of this right prior to the time of the reprimand. A notation stating only that an oral reprimand has been issued will be placed in the personnel file.

**Subd. 2. Written Reprimand.** The President, Vice President, or immediate supervisor may issue a written reprimand. A copy shall be provided to the President when issued by the Vice President or immediate supervisor, and shall be placed in the official personnel file. A written reprimand shall be clearly designated as such.

**Subd. 3. Suspension.**

- a. In the event that the President believes just cause exists for a suspension, he/she shall give written notice of the proposed action to the affected faculty member and the IFO specifying the reasons, with the approval of the faculty member. Suspensions shall be structured in such a manner that the faculty member's presence in, or absence from, the classroom does not disrupt the instructional process.
- b. Suspension without pay shall be limited to a thirty day period.

**Subd. 4. Dismissal.**

- a. In the event that the President believes just cause exists for dismissal, he/she shall give written notice of the proposed action to the affected faculty member and the IFO. Further, the President shall furnish the faculty member the reasons and shall (with approval of the faculty member) forward such reasons to the IFO.
- b. Service of written notice of dismissal shall be in accordance with Article 5, Section A, Subd. 48.

**Section B. Investigative Suspension.** The President or authorized designee may suspend a faculty member with pay while an investigation which may lead to disciplinary action is conducted. Normally, such suspension shall not exceed twenty (20) days. With written notice to the Faculty Association, the President/designee may extend an investigative suspension for an additional ten (10) days. Upon agreement of the President/designee and the Association, an investigative suspension may be extended beyond thirty (30) days.

**ARTICLE 25**  
**Tenure, Promotions, and Non-Renewal**

**Section A. Criteria.**

**Subd. 1. Tenure.** The decision to award tenure shall normally be based on the work of the faculty member during his/her probationary period. A faculty member's work at the university prior to the commencement of the probationary period, if any, may be considered. To be awarded tenure, the faculty member must demonstrate a record of positive performance and professionally competent achievement over the duration of the probationary period that is consistent with the goals and objectives of the university/college/department/program and with the goals of the process outlined in Article 22. The faculty member's record will be evaluated based on all the criteria outlined in Article 22. Completion of the probationary period alone does not mean the standards of tenure have been met.

**Subd. 2. Promotion.** The decision to promote shall be based on the cumulative work record of the faculty member since his/her last promotion or since the date of hire as applicable. To earn promotion, the faculty member must demonstrate a cumulative record of professional performance and high achievement appropriate to the relevant rank and consistent with the goals and objectives of the university/college/department/program. The faculty member's record will be evaluated based on all the criteria outlined in Article 22.

**Subd. 3. Changing Expectations.** In arriving at a decision on tenure and promotion, due consideration shall be given to changes in performance expectations to the extent that such changes unfairly disadvantage faculty.

**Section B. Schedule and Frequency.**

**Schedule of Evaluation for Tenure and Promotion.** Except as otherwise provided in the schedule below, the President shall establish a schedule for promotion and tenure, consisting of time tables for submission of applications and supporting documentation and comments. The local Association shall be afforded the opportunity to meet and confer prior to implementation of this schedule.

<b>Activity Deadlines</b>	<b>Tenure</b>	<b>Promotion</b>
Faculty submission of application with required forms, documents and supporting documentation to supervisor and department(s)	<b>January 31</b>	<b>January 31</b>
Faculty response to Vice President's recommendation	<b>May 1</b>	<b>May 1</b>
Vice President's submission of recommendation to President	<b>May 1</b>	<b>May 1</b>
President's decision on application	<b>June 15</b>	<b>June 15</b>
Effective date of tenure/promotion	Date of Notice	First duty day of subsequent year
Faculty request for meeting with President following denial of tenure	<b>January 15</b> of Terminal Year	

**Section C. Tenure.** The following procedures shall constitute the process of consideration for tenure.

**Subd. 1. Tenure application.** The faculty member submits an application for tenure, along with all required forms and documents and supporting documentation, to his/her immediate supervisor and the department(s)/unit through the chair(s) by January 31. If a faculty member does not comply by that date, he/she shall lose protection provided in Subd. 7 below. Failure of any faculty member to provide any required materials shall not prevent the process from continuing if the review is during the final year of the probationary period.

**Subd. 2. Department/program/faculty recommendation.** Tenure recommendation(s) by department(s)/unit and chair(s) (See Article 20, Section A, Subd. 4), with all documentation, shall be sent to the immediate supervisor in accordance with the university calendar, with copies sent to the faculty member by the chair(s). Individual faculty members and programs may also make recommendations. The applicant's written responses to these recommendations become part of the tenure application file. Failure of the department(s) and/or chair(s) to make a recommendation to the immediate supervisor shall not prevent the process of review from continuing.

**Subd. 3. Supervisor's recommendation.** The immediate supervisor shall provide the faculty member a written assessment in accordance with Article 22. In addition, the immediate supervisor shall provide a proposed tenure recommendation to the faculty member. After receipt of a proposed negative recommendation, the faculty member shall be given the opportunity to meet with the immediate supervisor. The final recommendation of the immediate supervisor shall be sent to the faculty member. The faculty member may submit a written response to the Vice President regarding the immediate supervisor's recommendation. This response becomes part of the applicant's tenure file.

**Subd. 4. Vice President's recommendation.** A copy of the Vice President's proposed recommendation shall be sent to the faculty member. Upon request, the faculty member shall

be given the opportunity to meet with the supervising Vice President to discuss the recommendation. The applicant's written response to the Vice President's recommendation becomes part of the tenure application file. The applicant's written response must be provided to the supervising Vice President by May 1. The supervising Vice President's recommendation shall be sent to the President by May 1.

**Subd. 5. President's consideration.** Should a recommendation for denial of tenure be made by the department, the chair, the immediate supervisor or the Vice President, the President shall invite the faculty member to meet to discuss the recommendations before a decision is made. The faculty member may choose to be accompanied by an Association representative.

**Subd. 6. President's decision.** The President's decision to grant or to deny tenure shall not be arbitrary or capricious. The President's written notice of denial of tenure shall include reasons for denial. The President's tenure decision shall be conveyed to the faculty member in writing by June 15.

**Subd. 7. Denial of tenure without evaluation.** During the fifth (5<sup>th</sup>) year of a probationary period or during the last year of a shortened or lengthened probationary period, faculty members who are denied tenure without evaluation in compliance with Article 22 during the academic year in which notice of denial is given shall have the decision rescinded and shall obtain an additional year of employment during which they shall re-apply for tenure. If tenure is subsequently awarded, it will be retroactive to the year following the year in which the tenure was denied due to the lack of evaluation in accordance with Article 22. The Administration may not intentionally avoid conducting an evaluation in order to extend the probationary period. In the event that a faculty member undergoes two successive tenure reviews wherein the Arbitrator reverses the decision on alleged violations of this section, the arbitrator is free to fashion the appropriate remedy, which may in certain cases be an award of tenure.

**Subd. 8. Terminal year.** In cases of denial of tenure in the fifth (5<sup>th</sup>) year or during the final year of a shortened or lengthened probationary period, the faculty member's appointment expires at the end of the subsequent academic year/nine-month appointment year, whichever is later.

**Subd. 9. Meeting with the President.** A probationary faculty member who has been given notice of denial of tenure shall, upon request, be granted an interview with the President by January 15 of the terminal year in order to discuss his/her employment status. Any change in the decision shall be communicated to the faculty member in writing within fifteen (15) days.

**Subd. 10. Voluntary withdrawal.** If a faculty member voluntarily withdraws from the established tenure review process, the review shall conclude at that point. If this is in the last year of the probationary period, the faculty member's appointment will terminate at the end of the subsequent year.

**Section D. Promotion.** The criteria to be used in the promotion process shall include those described in Article 22, Section B. The following shall constitute the process for consideration for promotion.

**Subd. 1. Application.** The faculty member submits an application for promotion, along with all required forms and documents and supporting documentation, to his/her immediate supervisor and the department(s)/unit through the chair(s) by January 31.

**Subd. 2. Department/program/faculty recommendation.** Promotion recommendation(s) by department(s)/unit and of the chair(s) (See Article 20, Section A, Subd. 4), with all documentation, shall be sent to the immediate supervisor in accordance with the university calendar, with copies sent to the faculty member by the chair(s). Individual faculty members and programs may also make recommendations. The applicant's written responses to these recommendations become part of the promotion application file. Failure of the department(s) and/or chair(s) to make a recommendation to the immediate supervisor shall not prevent the process of review from continuing.

**Subd. 3. Supervisor's recommendation.** The immediate supervisor shall provide a proposed promotion recommendation to the faculty member. After receipt of a proposed negative recommendation, the faculty member shall be given the opportunity to meet with the immediate supervisor. The final recommendation of the immediate supervisor shall be sent to the faculty member. The faculty member may submit a written response to the Vice President regarding the immediate supervisor's recommendation. This response becomes part of the applicant's promotion file.

**Subd. 4. Vice President's recommendation.** A copy of the Vice President's proposed recommendations shall be sent to the faculty member. Upon request, the faculty member shall be given the opportunity to meet with the supervising Vice President to discuss the recommendation. The applicant's written response to the Vice President's recommendation becomes part of the promotion application file. The applicant's written response must be provided to the supervising Vice President by May 1. The supervising Vice President's recommendation shall be sent to the President by May 1.

**Subd. 5. President's decision.** The President's decision to grant or to deny promotion shall not be arbitrary or capricious. The President's written notice of denial of promotion shall include reasons for denial. The President's promotion decision shall be conveyed to the faculty member in writing by June 15. Processing of any subsequent applications for promotion shall take into account the areas of deficiency upon which promotion was denied.

**Subd. 6. Meeting with President.** A faculty member who is not promoted may, upon request, meet with the President or designee to discuss the President's decision. The faculty member may request, and shall be furnished, written indication of deficiencies and guidance concerning appropriate action to overcome such deficiencies.

**Subd. 7. Eligibility for promotion.** Length of service in rank and at the university may be a factor in consideration for promotion. Normally, three (3) years in rank, with two (2) evaluations conducted in accordance with Article 22, will be a minimum prerequisite for consideration for promotion. (See Article 22) All full-time faculty whose appointments are effective after the beginning of the academic year shall be considered as having begun service

at the beginning of that academic year. Faculty members who do not receive a full evaluation under Article 22 shall not be denied consideration for promotion.

**Subd. 8. Effective date of promotion.** All promotions shall take effect on the first duty day of the subsequent year as indicated in the appointment form.

**Subd. 9. Promotion of instructors.** An Instructor shall be promoted to Assistant Professor upon being granted tenure.

**Section E. Non-Renewal of Probationary Faculty.** A recommendation for non-renewal of a probationary faculty member may be made by the appropriate department, immediate supervisor or Vice President.

**Subd. 1. Schedule for Non-Renewal.** Except as otherwise provided, the President shall establish a schedule for non-renewal consisting of time tables for submission and consideration of recommendations for non-renewal. The Local Association shall be afforded the opportunity to meet and confer prior to implementation of the schedule.

**Subd. 2.** Should a recommendation for non-renewal be made, the President shall invite the faculty member to meet with him/her to discuss the recommendation before his/her decision is made. The faculty member may be accompanied by an IFO representative.

**Subd. 3.** Notice of non-renewal of probationary faculty shall be as follows.

- a. For first year faculty, the notice of the non-renewal decision shall be given no later than November 1 of the second academic year of their appointment. Following notice of non-renewal, the faculty member shall have employment through the remainder of his/her second academic year.
- b. For all other faculty, the notice of the non-renewal decision shall be given no later than August 1. Following notice of non-renewal, the faculty member shall have employment through the subsequent academic year.
- c. Service of written notice shall be in accordance with Article 5, Section A, Subd. 48.
- d. Written notice shall include reasons for the non-renewal.

**Subd. 4.** A probationary faculty member who has been given notice of non-renewal shall, upon request, be granted an interview with the President by January 15 of the terminal year in order to discuss his/her employment status. Any change in the decision to non-renew shall be communicated to the faculty member within fifteen (15) days.

**Subd. 5.** The probationary faculty member who is non-renewed shall have access to the full grievance procedure for any violation of Subds. 2 and 3 above and shall have access through the President's level of the grievance procedure for any other violations of this section.

**Subd. 6.** Probationary faculty members who are non-renewed without evaluation in compliance with Article 22 during the academic year in which the notice of non-renewal is given shall have their non-renewal rescinded and obtain an additional year of employment during which an appropriate evaluation shall be conducted.

The additional year of employment shall not automatically confer tenure upon faculty members nor shall it be construed as authorizing the Administration to intentionally avoid conducting an evaluation to thereby extend the probationary period. Faculty members who fail to submit their Progress Report in accordance with Article 22 shall lose the protection provided by this subdivision.

**Section F. Non-Renewal of Non-Tenure Track Faculty.** Non-renewal of non-tenure track faculty shall be based on performance evaluation as provided for in Article 22. Notice of non-renewal shall be by August 1 preceding their final academic year appointment. The faculty member shall have employment through the remainder of the subsequent academic year.

**Section G. Dismissal of Tenured Faculty.** Dismissal of tenured faculty shall be in accordance with Articles 23 and 24.

**Section H. Arbitration.** In the event that the decision to non-renew a probationary faculty member, or to deny tenure or promotion is grieved and appealed to arbitration, the arbitrator is limited to determining whether the President's decision was arbitrary or capricious or was procedurally flawed.

## **ARTICLE 26 [RESERVED]**

## **ARTICLE 27 General Provisions**

**Section A. Legal Counsel.** If civil proceedings are brought against a faculty member for acts committed while acting within the scope of employment, he/she shall be furnished legal counsel in accordance with Minnesota Statutes.

**Section B. Unemployment Compensation.** All faculty members shall be eligible for unemployment compensation benefits as provided for by law.

**Section C. Ethical Standards: External Service and Other Activities.**

**Subd. 1. External Employment and Other Activities.**

- a.** A faculty member shall be free to accept such external employment as does not interfere with the full and proper performance of duties to his/her respective university as outlined in this subdivision.

- b. Faculty members shall not engage in any external activity which interferes with their regular duties.
- c. During a period of full-time employment, a faculty member shall not receive either an annual retaining fee or a regular salary from any external source unless the arrangement has been approved in advance by the President/designee. This provision does not apply to such things as the writing of books or articles, the creation of computer software or artistic works, or the giving of occasional speeches or consultations.
- d. A full-time faculty member serving as a regular paid consultant or staff member for another Minnesota state agency shall do so with an appropriate leave of absence and deduction of pay at the university.
- e. During a period of full-time employment, a faculty member shall not engage in external consulting, employment, or other activities which require the faculty member's absence from the campus for more than an average of one (1) full duty day per week in any academic year.
- f. During a period of full-time employment, a faculty member who holds office in a scholarly or professional organization or who performs editorial or other duties for learned journals must report such duties to the President/designee if these duties require the faculty member's absence from campus for more than five (5) consecutive duty days in any single academic term.
- g. Faculty members engaging in private practice shall not use the official stationery of the university or of the Chancellor, or give as a business address the university, its buildings, its departments, or the office of the Chancellor.

**Subd. 2. Conflict of Interest.**

- a. The technical equipment of the System or university shall not be used by a faculty member for personal use without notice to and the consent of his/her Employer and the payment of a reasonable fee for the privilege enjoyed.
- b. Faculty members shall not use their position to secure special privileges or exemptions for themselves or others.
- c. Faculty members shall not engage in any transaction as a representative or agent of the State with any business entity in which they have a substantial direct or indirect pecuniary interest. This shall not preclude the use in teaching of materials prepared by faculty members. Faculty members preparing materials for sale to students shall notify the President/designee.
- d. Research Funded by the University. A conflict of interest shall be deemed to exist:

1. Whenever a faculty member and/or his/her immediate family in the aggregate own or have options to purchase five percent (5%) or more of voting stock in any company with which the faculty member has a university research project.
2. Whenever a faculty member and/or a member of his/her immediate family holds a position as an operational officer in a company with which the faculty member has a university research project.
3. Whenever a faculty member has an on-going private consulting agreement with the same company with which he/she has a university research project, if the agreement and the project relate to the same subject matter.

**e. Research Funded by External Sources.**

1. Prior to accepting support from a private sector sponsor, a faculty member must disclose all his/her, and/or his/her immediate family's, directly-related commercial connections and financial interests in that sponsor to the President/designee.
2. No agreement or contract for sponsored research projects shall be entered into which prohibits a faculty member from publishing research results, except that the sponsor has the right to delete proprietary information from manuscripts prior to publication. A faculty member may agree in writing to delay publication until patents are filed.

Faculty members who publish results shall agree to acknowledge in the publication the role played by the university in the research project or in support of the project. (See also Subd. 3.c below.)

- f. If a faculty member believes that a conflict of interest may be created, he/she may (1) avoid entering into the business relationship which may create the situation, or (2) notify the President/designee in writing of the activity and the nature of the possible conflict of interest. Upon receipt of such notice, the President/designee shall obtain an advisory legal opinion regarding the matter. Copies of such an advisory legal opinion shall be provided to the faculty member, the IFO, and other affected parties.

**Subd. 3. Confidentiality.**

- a. Faculty members shall not accept employment or engage in any business or professional activity which they might reasonably expect would require or induce them to disclose confidential information acquired by reason of their official position.
- b. Faculty members shall not disclose to unauthorized persons confidential information obtained by them by reason of their official position nor shall faculty members otherwise use such information for personal gain or benefit.

- c. A faculty member may enter into a confidentiality agreement with the sponsor of a research project in which the faculty member elects to participate, if such an agreement is required by the sponsor. However, such a confidentiality agreement shall be subject to the limitations specified in Subd. 2. e. 2 above.

**Subd. 4. Patents and Intellectual Property.**

- a. A faculty member shall be entitled to complete ownership and control of any patentable discoveries or inventions, or of intellectual property, except where the faculty member's normal workload was reduced for purposes of the development project, where the university has provided substantial support for or involvement in the project, or where the inventions or discoveries are produced as a result of agreements or contracts between the university and external sponsors.
- b. Ownership of intellectual property, or of patentable discoveries or inventions, shall be shared by the faculty member and the university in an equitable ratio if the intellectual property, or the discoveries or inventions, are produced under one or more of the following circumstances:
  - 1. with substantial university support and involvement;
  - 2. with release time granted with the expectation that patentable information or products will result;
  - 3. under an assigned duty and/or work-for-hire arrangement with an external sponsor.

Whenever possible, an equitable ratio of ownership shall be established in advance and incorporated into an agreement between the university and the faculty member. Fees involved in copyright and patent application shall be shared on the basis of the equitable ratio of ownership established above.

- c. A faculty member engaged in research which may lead to patentable or non-patentable inventions or discoveries, or intellectual property, shall maintain a log which includes dates and hours worked on the project, activities engaged in, and university facilities and resources involved.

**Section D. Travel on Behalf of the Employer.**

**Subd. 1. Reimbursement.** Faculty engaged in travel expressly assigned by the Employer shall be reimbursed for expenses actually incurred while in travel status in accordance with MMB's Managerial Plan. Copies of current travel regulations shall be readily available on each campus.

**Subd. 2. Use of Private Vehicles.** Whenever practicable, state-owned vehicles shall be made available for faculty members required to travel on behalf of the Employer. The

President/designee may elect to allow faculty members to use personal vehicles on a case-by-case basis and reimburse the persons for mileage at the rates provided under MMB's Managerial Plan. Except for emergency circumstances, or when defined by the President/designee as a condition of employment at the time of initial employment, or thereafter when agreed to by both parties, a faculty member shall not be required to use a personal vehicle for university purposes.

**Section E. Check Issuance.** Faculty members may elect to receive compensation in consecutive equal increments during the period of their appointment or on a twelve (12) month basis. A faculty member must elect the option of payment at the beginning of each academic year.

**Section F. Sick Leave Balance.** Once each academic year, each faculty member shall receive from the Employer a statement of his/her balance of unused sick leave accumulations.

**Section G. Courses, Tuition and Fees.** Full-time faculty members and part-time probationary, part-time non-tenure track and part-time tenured faculty members shall be entitled to enrollment, in courses at any university in the System without payment of tuition or fees, except laboratory and special course fees. Effective fall semester 2004 such enrollment shall not exceed thirty (30) credits for a year. For purposes of this provision, a year begins the first day of fall semester and concludes the day before the beginning of the succeeding fall semester. Part-time fixed-term, adjunct and community faculty shall be entitled to enrollment in courses at any university in the System without payment of tuition or fees, except laboratory and special course fees. However, the number of credits available to part-time fixed-term faculty, adjunct faculty and community faculty members for this tuition and fee waiver shall be equal to the number of credit hours taught by the part-time fixed-term, adjunct or community faculty member within that year as described above. The tuition and fee waiver must be used in the period from the first day of fall semester to the day before the succeeding fall semester in which the faculty member is employed. The faculty member's spouse, or dependent children may share this right within the credit limit established above, with waiver of tuition only. Proof of financial dependency shall not be required.

For purposes of this section, dependent children are financial dependents of the faculty member, defined as dependent on the faculty member for significant financial support.

**Section H. Continuation of Benefits.** Insurance and tuition waiver benefits for faculty employed in an academic year shall continue until the beginning of the next fall semester. This section shall not apply if the faculty member resigns with an effective date prior to the end of the academic year.

**Section I. Tuition Extension for Retrenched Faculty.** Faculty identified in Section G who are retrenched in accordance with Article 23 shall be entitled to enrollment, on a space available basis, in courses at any university in the System without payment of tuition or fees, except laboratory and special course fees. Such enrollment is limited to a total of twenty-four (24) credits within one year of separation. The faculty member's spouse or dependent children may share the right within the limits established above, with waiver of tuition only.

**Section J. Participation in Student Loan Forgiveness Programs.** Faculty members shall be free to participate in student loan forgiveness programs offered by governmental agencies with no corresponding reduction in salary or benefits otherwise provided in this Agreement.

## **ARTICLE 28**

### **Grievance Procedure**

The IFO and the Employer agree that they will use their best efforts to encourage an informal and prompt settlement of any complaint that exists with respect to the interpretation and/or application of this Agreement or Employer policies and practices related to terms and conditions of employment. However, in the event such complaint arises between the Employer and the IFO or faculty member which cannot be settled informally, a grievance procedure is described herein.

No determination shall be made by the Employer in the grievance procedure which diminishes, amends, or otherwise modifies the provisions of this Agreement.

### **DEFINITIONS**

***Grievance.*** Grievance means a dispute or disagreement as to the interpretation or application of any term or terms of any contract required under Minnesota Statutes § 179A.21, Subd. 1.

***Grievant.*** Grievant is a bargaining unit member or a group of unit members, Association or IFO filing a grievance. A grievance filed by the Association which alleges a violation may be initiated at Step II of the grievance procedure. A grievance filed by the IFO which alleges a violation may be initiated at Step III of the grievance procedure.

***Days.*** Day means calendar days, excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes. For purposes of the Step II and Step III grievance filing period, and for the Employer's corresponding written response, the term "days" shall not include days within the semester break during December and January for the applicable campus.

***Service.*** Service means personal service or by first class mail.

***Reduced to Writing.*** Reduced to Writing means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested. A grievance shall be filed on the form supplied by the Employer (Appendix A).

***Answer.*** Answer means a concise response outlining the Employer's position on the grievance.

### **Informal Step.**

Whenever a bargaining unit member has a grievance, the bargaining unit member may meet on an informal basis with the appropriate Dean (or equivalent) or other university designee in an attempt to resolve the grievance. The bargaining unit member may be accompanied by an exclusive representative in this process.

**Step I.**

In the event satisfactory resolution is not achieved through informal discussion, the exclusive representative, within thirty (30) days following the act or omission, giving rise to the grievance or the date on which the grievant reasonably should have known of such act or omission if that date is later, shall complete and forward to the Academic Vice President the written signed grievance form (Appendix A) which shall be signed by the Association grievance representative.

If the exclusive representative or Academic Vice President requests a meeting, the parties shall within seven (7) days of receipt of the grievance arrange a meeting and endeavor to mutually resolve the grievance. The Academic Vice President shall then respond to the grievance in writing within ten (10) days of the meeting of the parties. If the exclusive representative or Academic Vice President does not request a meeting at Step I, the Academic Vice President shall respond to the grievance in writing within ten (10) days of the receipt of the grievance at Step I.

**Step II.**

If the grievance is still unresolved after the response of the Academic Vice President or designee, it may be presented to the President/designee by the exclusive representative within ten (10) days after the receipt of the Step I response. If the exclusive representative or President requests a meeting, the parties shall within seven (7) days of receipt of the grievance arrange a meeting and endeavor to mutually resolve the grievance. The President shall respond to the grievance in writing within ten (10) days of the meeting of the parties. When the exclusive representative or President do not request a meeting at Step II, the President shall respond to the grievance in writing within ten (10) days of receipt of the grievance at Step II.

**Step III.**

If the grievance is still unresolved at Step II and the IFO desires to appeal, it shall be referred by the IFO, in writing, to the Chancellor within twenty (20) days after the response at Step II. The Chancellor or his/her designee and the IFO representative shall within ten (10) days of the receipt of the grievance arrange a meeting at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Chancellor or his/her designee, and the IFO representative. If no settlement is reached, the Chancellor or his/her designee shall give a written response to the IFO within ten (10) days following the meeting.

**Step IV.**

If the grievance is still unresolved after the response of the Chancellor or his/her designee, the exclusive representative may, within fifteen (15) days, request arbitration by serving a written notice on the other party of its intention to proceed with arbitration.

The Chancellor or his/her designee and the IFO representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance.

**Expedited Arbitration.** Expedited arbitration, as defined by the American Arbitration Association, shall be used with respect to all disciplinary actions clearly labeled by the Employer as either an oral or written reprimand. If expedited arbitration is used, the parties will make their best efforts to hold the arbitration hearing within 45 days of the receipt of the Step IV notification. If a party is unable to agree to a hearing within the 45 day period, the arbitration shall proceed, except that the other party may give notice that the expedited procedures will not be followed. Expedited arbitration may be used by the parties with respect to other disputes upon mutual agreement of the IFO and the Employer's Step III representative.

**Regular Arbitration.** The scheduling of the hearing date for all grievances submitted to non-expedited arbitration shall be accomplished within twenty-five (25) days after receipt of available dates from the arbitrator.

The arbitration proceeding shall be conducted by an arbitrator to be selected from a permanent panel of five (5) arbitrators. The parties shall use an alternating striking method to select an arbitrator from the permanent panel to hear a grievance. The members of the permanent panel shall be selected by the following method: the IFO and the Chancellor's designee shall each submit a list of five (5) arbitrators until agreement is reached on a permanent panel. Vacancies on the panel that arise during the term of this agreement shall be filled by mutual agreement or by each party submitting lists of three (3) arbitrators, until a replacement is agreed upon. The parties may, by mutual agreement, add or remove members from the permanent arbitration panel.

Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

The arbitrator shall not have the power to add to, subtract from, or modify in any way the terms of the existing Agreement.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

All grievances shall be processed during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceedings are as follows:

- a. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
- b. If the number of persons participating on behalf of the public employer is less than three (3), three (3) employees may still participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. If timely filed at Step I, grievances filed during the months of May through August, may, at the choice of the Faculty Association, be held in abeyance and shall be scheduled for a meeting within fourteen (14) calendar days of the start of the fall calendar. Mutual written agreement may be established by a computer message requesting, and a written computer message or other writing confirming, the waiver or the extension. However, failure to adhere to the time limits may result in a forfeit of the grievance, or, in the case of the Employer, require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative.

The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances. Within thirty (30) days after the execution of the Agreement, the IFO shall furnish to the Employer a list of all persons authorized to act as grievance representatives and shall update the list as needed.

The Employer will furnish the names of the Employer's designees to deal with grievances at each step of the grievance procedure. No member of the bargaining unit shall be an Employer designee for any step in the grievance procedure.

## **ARTICLE 29**

### **Seniority**

#### **Section A. Definitions.**

**Subd. 1. Seniority.** Seniority shall be defined as full-time equivalent years of continuous service at the university in which the faculty member has served. This definition shall not reduce seniority accrued as of the effective date of this Agreement to members of the bargaining unit.

**Subd. 2. Full-Time Equivalent Year.** A full-time equivalent year in a quarter based system shall consist of three (3) quarters of continuous service for a full-time faculty member while one (1) quarter and two (2) quarters of continuous service in an academic year shall result in one-third (.33) and two-thirds (.66) of a full-time equivalent year respectively. A full-time equivalent year in a semester based system shall consist of two (2) semesters of continuous service for a full-time faculty member, while one (1) semester of service in an academic year shall result in one half (.5) of a full-time equivalent year. For purposes of seniority calculations, a nine-month appointment year shall be treated the same as an academic year. Faculty with less than a full-time appointment shall receive the appropriate fraction. No additional full-time equivalent years shall be accrued for any assignment beyond the regular academic year/nine-month appointment year.

**Subd. 3. Continuous Service.** Continuous service shall commence on the first duty day an individual begins employment service with a Minnesota State University and shall be

interrupted only by separation because of resignation, non-renewal or dismissal for just cause. A leave of absence pursuant to Article 17 or 18 shall not interrupt continuous service except where expressly limited in Article 18.

## **Section B. Application.**

**Subd. 1.** For purposes of layoff (see Article 23), seniority may be exercised only in the department or program in which the faculty member is serving at the time of retrenchment or in any department or program in which the faculty member has served at least three (3) full academic years as described in Section C, Subd. 2, below.

In the event a faculty member is laid off and meets the three (3) years of service requirement provided herein in more than one department or program, in the university in which he/she is serving, he/she shall be entitled to be assigned to such department or program as determined by the President. If two (2) or more faculty members have equal seniority, then those with greater length of tenured service, shall have priority for retention. Should faculty members still be equal in seniority, then those with greater length of total service in the university shall have priority in retention.

Beyond this the decision of which person to retain will be made on the basis of programmatic needs of the university as determined by the President.

Faculty members returning from non-bargaining unit positions to the bargaining unit shall have their seniority restored to a level earned at the time they left the appropriate unit. Such seniority shall include employment service rendered prior to March 9, 1976, if such employment service qualified as seniority pursuant to the Minnesota State University Board Rules and Regulations which were in effect March 9, 1976.

**Subd. 2.** In the event a faculty member is reassigned or permanently transferred to another university, he/she shall carry all accumulated rights and benefits to his/her new university with the exception that there shall be no carryover of seniority for the purpose of calculation of layoff priority (see Article 23). However, the seniority accumulated by a faculty member at a given university shall be maintained at that university as long as the faculty member is either employed within the System, or takes leave pursuant to Articles 17 and 18, or possesses recall/reassignment rights pursuant to Article 23.

**Section C. Seniority Roster.** A seniority roster shall be posted and sent to the Association by the President/designee on or before November 1 and March 1 of each year.

**Subd. 1. Roster Format.** The roster shall be published in a uniform, systemwide format and shall provide the following information:

- a. Names of tenured faculty member(s),
- b. Names of other faculty members, by type of appointment (probationary, fixed-term, non-tenure track),

- c. Full or part-time (if part-time, percentage),
- d. Date of initial employment,
- e. Date of tenure (if applicable),
- f. Years of seniority (if applicable).

**Subd. 2. Cross Rostering.** In addition to seniority in the current assignment, the roster shall indicate all other departments or programs in which the faculty member is credited with three (3) full academic years of continuous service. Satisfying the three year continuous service requirement shall be known as “cross rostering” and shall be determined as set forth below.

**a. Cross-Rostering Service Credit.**

- 1. To earn a year of service for purposes of cross rostering, a faculty member must teach at least 12 semester/18 quarter credits (11 semester/16 quarter credits for Metropolitan State University faculty) in the department or program in which cross-rostering service credit is sought during the relevant year or nine-month appointment. For faculty members whose total teaching load exceeds a full teaching load in the applicable time period, the threshold is 50% of the total credits taught or 15 semester/22 quarter credits (13 semester/20 quarter credits for Metropolitan State University faculty), whichever is less. Faculty members with non-teaching assignments must work at least 50% FTE in the department or program in which cross-rostering service credit is sought.
- 2. Except as otherwise provided in a written agreement between the Vice-President/Provost/designee and the faculty member, reassigned time, including service as chair, will be treated as work in the department or program to which the faculty member is assigned at the time the work is performed.
- 3. Faculty work compensated at the summer session, alternative session rate per Article 13, or the miscellaneous instructional categories rate per Article 10, Section A, Subd. 6, shall not be counted in any cross-rostering analysis.

**b. Applicable Year for Calculation of Cross-Rostering Service Credit.**

- 1. Satisfaction of the credit or 50% FTE threshold shall be calculated on the basis of full academic years (excluding summer sessions and alternative sessions) rather than upon a quarter-by-quarter or semester-by-semester basis.
- 2. For faculty on nine-month appointments, satisfaction of the credit or 50% FTE threshold shall be calculated on the basis of the faculty member’s full nine-month appointment and may include summer sessions or alternative sessions if such

sessions are part of a faculty member's regular assignment during the nine-month appointment.

**c. Continuous Years of Service.**

In order to qualify for cross rostering, faculty must meet the credit or 50% FTE threshold specified by Subd. 2(a) for any three continuous academic years (or continuous nine-month appointments for nine-month faculty). Except as otherwise provided in this subdivision, failure to meet the threshold during any academic year (or nine-month appointment year) shall constitute a break in the continuous service required for cross rostering (i.e., shall restart the clock for qualification for cross rostering).

**d. Temporary Suspension of the Cross-Rostering Service Clock.**

1. Leaves granted pursuant to Article 17, Section A (sick leave), Article 17, Section C (military leave), Article 17, Section G (paid training leave), Article 18, Section A, Subd. 1 (general leave), Article 18, Section A, Subd. 2 (educational leave), Article 18, Section B (parental leave) or Article 19, Section C (sabbatical leave) of the IFO Agreement shall not cause a break in the continuous service required for cross rostering (i.e., shall suspend the running of the clock for purposes of accrual of cross-rostering service credit).
2. Union release time totaling 9 or more semester/14 quarter credits per relevant year (8 semester/12 quarter credits for Metropolitan State University faculty) granted pursuant to Article 6, Section H, shall also suspend the running of the cross-rostering service clock.
3. Administrative leaves granted pursuant to Article 18, Section A, Subd. 3, shall suspend the running of the cross-rostering service clock for up to two years. If the administrative leave extends beyond two years, the cross-rostering service clock shall be restarted as described in Subd. 2(c).

**Subd. 3. Roster Corrections.** Disputes concerning the accuracy of roster information must be filed with the President's designee within twenty (20) calendar days of publication of the roster. Time limits shall not apply to the correction of clerical errors. Should there be no satisfactory resolution within twenty (20) calendar days of the alleged inaccuracy, the faculty member shall have the right to file a grievance in accordance with the provisions of Article 28.

**Section D. Priorities.** For the purpose of clarifying and resolving conflicting claiming rights to vacant positions within the Minnesota State University System, the following is a list of claiming right categories in order of decreasing priority:

**Priority 1:** Retrenchment based assignment to retain a faculty member within a university pursuant to Article 29, Section B, Subd. 1.

**Priority 2:** Recall rights, using the procedures established in Article 23, Section G.

**Priority 3:** Claiming rights, using the procedures established in Article 23, Sections D.

**ARTICLE 30**  
**[Reserved]**

**ARTICLE 31**  
**Transfers**

No member of the bargaining unit will be assigned out of unit work without his or her consent. Faculty members from other bargaining units may not be transferred into the IFO bargaining unit without going through the established search process. A faculty member may request to be transferred under the following conditions:

**Section A. Within a University.** A faculty member may be transferred to another department/program within a university by agreement of the faculty member and the President, after consultation with the affected departments.

**Section B. Between Universities.** A request for the transfer from one university to another within the IFO bargaining unit shall be considered when vacancies are advertised. Faculty members must apply for the vacancy and go through the normal search process. Applicants for transfer who have applied for the vacancy in the bargaining unit at another university shall have their applications reviewed before other applications are reviewed for that vacancy. Faculty members seeking transfer under this section shall clearly state the same in the faculty member's letter of application. The final hiring decision shall be made by the President/designee and shall not be subject to the grievance procedure.

**Section C. Transferred Rights.**

**Subd. 1. Benefits.** For purposes of this article, faculty members may waive certain faculty rights, salary and benefits by agreement of the faculty member, the IFO and the President/designee.

**Subd. 2. Seniority.** Seniority calculation shall be in accordance with the provisions of Article 29. The names of transferred individual faculty members shall be added to the of an existing or new department or program one (1) year after such changes are posted in accordance with Article 20, Section A, Subd. 1.

**Subd. 3. Tenure.** The President of the hiring university may grant tenure, upon employment, to a faculty member transferring from a tenured position at a Minnesota State University. Before granting tenure pursuant to this Subdivision, and in a manner that is consistent with

Article 20, the President shall first consult with the affected department and review its recommendation, if any.

## **ARTICLE 32**

### **Savings Clause**

If any of the provisions of this Agreement shall in any manner be held by a court or agency to be in conflict with or contravene any federal law or statute, executive order, State law or statute, or any rule and regulation promulgated pursuant to one of the above, or not be approved by legislative action, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect. In the event that any provision of this Agreement is thus found to be invalid or rejected, either party shall have the right to reopen negotiations on that provision only.

## **ARTICLE 33**

### **Complete Agreement and Waiver**

**Section A. Complete Agreement.** The Employer and the IFO acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the applicable area of collective bargaining, and that the understandings are set forth in this Agreement, and shall constitute the sole Agreement between the parties for the duration thereof.

**Section B. Modifications and Repeal.** The Employer agrees to modify or repeal the Governing Rules, Internal Rules, Operating Policies, Administrative Procedures and university constitutions that are superseded by this Agreement.

**Section C. Waiver.** The Employer and the IFO for the life of this Agreement each voluntarily and unqualifiedly waive the right, and agree that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, subject to Article 34, Duration.

## **ARTICLE 34**

### **Duration**

**Section A. Effective Dates.** Except as otherwise provided herein, this Agreement shall become effective July 1, 2015, and remain in full force and effect through June 30, 2017.

**Section B. Legislative Action.** Should any provisions of this Agreement require legislative action for implementation, the Employer, the Commissioner of Minnesota Management & Budget for the State of Minnesota, and the IFO agree to cooperate in an effort to secure legislative approval.

**Section C. Renewal and Reopening.** This Agreement shall automatically renew itself from biennium to biennium thereafter unless, not later than July 1 of each even-numbered year prior to the expiration of the then-current term of the Agreement, either party shall serve written notice on the other of its desire to terminate, modify, or amend this Agreement.

If the parties mutually agree during the term of this Agreement, this Agreement may be supplemented by such additional provisions relating to specific issues as the parties to this Agreement deem appropriate. Failure of the parties to reach such supplemental agreement shall not be subject to the interest arbitration procedure as set out in the Minnesota Public Employment Labor Relations Act.

## **ARTICLE 35**

### **Insurance**

**Section A. State Employee Group Insurance Program (“SEGIP”).** During the life of this Agreement, the Employer agrees to offer a Group Insurance Program that includes health, dental, life, and disability coverages equivalent to existing coverages, subject to the provisions of this article.

All insurance eligible employees will be provided with a Summary Plan Description (“SPD”) “Your Employee Benefits”. Such SPD shall be provided no less than biennially and prior to the beginning of the insurance year. New insurance eligible employees shall receive a SPD within thirty (30) days of their date of eligibility.

**Section B. Eligibility for Group Participation.** This section describes eligibility to participate in the Group Insurance Program.

**Subd. 1. Faculty Members - Basic Eligibility.** A faculty member may participate in the Group Insurance Program if he/she is employed on the basis of at least fifty percent (50%) of a full-time work assignment for a regular academic year. If an insurance eligible faculty member’s last scheduled day of work (excluding termination for cause) is at the end of the academic year or later, coverage will cease at the completion of the payroll period in which the succeeding academic year commences. If an insurance eligible faculty member is terminated for cause or his/her last scheduled day of work is before the end of the academic year, coverage will cease at the end of the payroll period in which the separation or termination date occurs.

**Subd. 2. Faculty Members - Special Eligibility.** The following faculty members are also eligible to participate in the Group Insurance Program:

- a. Faculty Members with Work-related Injury/Disability.** A faculty member who was off the State payroll due to a work-related injury or a work-related disability may continue to participate in the Group Insurance Program as long as such a faculty member receives workers’ compensation payments or while the workers’ compensation claim is pending.

- b. Totally Disabled Faculty Members.** Consistent with Minnesota Statutes §62A.148, certain totally disabled faculty members may continue to participate in the Group Insurance Program.
- c. Separated Employees Under M.S. 43A.27.** Pursuant to M.S. 43A.27, Subdivision 3a(1), a faculty member who separates from State service, and who, at the time of separation has five (5) or more years of allowable pension service, and is entitled to immediately receive an annuity under a State retirement program or is immediately eligible to receive a retirement benefit under Chapter 354B, and who is not eligible for regular (non-disability) Medicare coverage, may continue to participate in the health and dental coverages offered through the Group Insurance Program at his/her own expense.

Consistent with Minnesota Statutes §43A.27, Subd. 3a(2), an employee who separates from State service and who, at the time of separation is at least fifty (50) years of age and has at least fifteen (15) years of State service, may continue to participate in the health and dental coverages offered through the Group Insurance Program at his/her own expense. A spouse of a deceased retired faculty member may continue health and dental coverages through the Group Insurance Program provided the spouse was dependent under the retired member's coverage at the time of the retiree's death and continues to make the required premium payments. Retiree coverage must be coordinated with Medicare.

- d. Sabbatical Leave.** A faculty member eligible to participate in the Group Insurance Program immediately prior to taking a sabbatical leave continues that eligibility during the sabbatical leave.
- e. Adjunct faculty with multiple appointments.** An adjunct faculty member holding separate appointments at different MnSCU institutions shall have such assignments combined for purposes of determining eligibility under Article 14. To be eligible for this benefit, such adjunct faculty members must report any multiple appointments to the human resource office at each reporting institution.

**Subd. 3. Dependents.** Eligible dependents for purposes of this article are as follows:

- a. Spouse.** The spouse of an eligible faculty member (if legally married under Minnesota law). For the purposes of health insurance coverage, if that spouse works full-time for an organization employing more than one hundred (100) people and elects to receive either credits or cash: (1) in place of health insurance or health coverage, or (2) in addition to a health plan with a seven hundred and fifty dollar (\$750) or greater deductible through his/her employing organization, he/she is not eligible to be a covered dependent for purposes of this article. If both spouses work for the State or another organization participating in the State's Group Insurance Program, neither spouse may be covered as a dependent by the other unless one spouse is not eligible for a full Employer Contribution as defined in Subd. 3.a.

Effective January 1, 2015 if both spouses work for the State or another organization participating in the State's Group Insurance Program, a spouse may be covered as a dependent by the other.

**b. Children.**

- 1. Health and Dental Coverage:** A dependent child is an eligible faculty member's child to age twenty-six (26).
- 2. Dependent Child.** A "dependent child" includes a faculty member's (1) biological child, (2) child legally adopted by or placed for adoption with the faculty member, (3) step-child, and (4) foster child who has been placed with the faculty member by an authorized placement agency or by a judgment, decree, or other court order. For a step-child to be considered a dependent child, the faculty member must be legally married to the child's legal parent or legal guardian. A faculty member (or the faculty member's spouse or jointly) must have permanent, full and sole legal and physical custody of the foster child.
- 3. Coverage Under Only One Plan:** For purposes of (a) and (b) above, if the faculty member's adult child (age 18 to 26) works for the State or another organization participating in the State's Group Insurance Program, the child may not be covered as a dependent by the faculty member unless the child is not eligible for a full Employer Contribution as defined in Section 3A.

Effective January 1, 2015 for purposes of (1) and (2) above, if the employee's adult child (age 18 to 26) works for the State or another organization participating in the State's Group Insurance Program, the child may be covered as a dependent by the employee.

**c. Grandchildren.** A dependent grandchild is an eligible faculty member's unmarried dependent grandchild who:

- 1.** Is financially dependent upon the faculty member for principal support and maintenance and has resided with the faculty member continuously from birth, or
- 2.** Resides with the faculty member and is dependent upon the faculty member for principal support and maintenance and is the child of the faculty member's unmarried child (the parent) to age nineteen (19).

If a grandchild is legally adopted or placed in the legal custody of the grandparent, they are covered as a dependent child under Section B, Subd. 3 b (2) and (4).

**d. Disabled Child.** A disabled dependent child is an eligible faculty member's child or grandchild regardless of marital status, who was covered and then disabled prior to the limiting age or any other limiting term required for dependent coverage and who continues to be incapable of self-sustaining employment by reason of developmental

disability, mental illness or disorder, or physical disability, and is chiefly dependent upon the faculty member for support and maintenance, provided proof of such incapacity and dependency must be furnished to the health carrier by the faculty member or enrollee within thirty one (31) days of the child's attainment of the limiting age or any other limiting term required for dependent coverage. The disabled dependent is eligible to continue coverage as long as s/he continues to be disabled and dependent, unless coverage terminates under the contract.

- e. **Qualified Medical Child Support Order.** A child who would otherwise meet the eligibility requirements and is required to be covered by a Qualified Medical Child Support Order (QMCSO) is considered an eligible dependent.
- f. **Child Coverage Limited to Coverage Under One Employee.** If both spouses work for the State or another organization participating in the State's Group Insurance Program, either spouse, but not both, may cover the eligible dependent children or grandchildren. This restriction also applies to two divorced, legally separated, or unmarried employees who share legal responsibility for their eligible dependent children or grandchildren.

**Subd. 4. Continuation of Coverage.** Consistent with state and federal laws, certain faculty members, former faculty members, dependents, and former dependents may continue group health, dental, and/or life coverage at their own expense for a fixed length of time. As of the date of this Agreement, state and federal laws allow certain group coverages to be continued if they would otherwise terminate due to:

- a. Termination of employment (except for gross misconduct);
- b. Layoff;
- c. Reduction of hours to an ineligible status;
- d. Dependent child becoming ineligible due to change in age, student status, marital status, or financial support (in the case of a foster child or stepchild);
- e. Death of faculty member;
- f. Divorce or legal separation;
- g. Covered employee's enrollment in Medicare.

**Section C. Eligibility for Employer Contribution.** This section describes eligibility for an Employer Contribution toward the cost of coverage.

**Subd. 1. Full Employer Contribution - Basic Eligibility.** Faculty members covered by this Agreement and appointed for at least seventy-five percent (75%) of the full-time work assignment load for a regular academic year receive the full Employer Contribution. The seventy-five percent (75%) minimum requirement can be satisfied by: (1) a one hundred sixty-eight (168) duty-day contract at seventy-five percent (75%) load; (2) a contract for seventy-five percent (75%) of the 168 duty days at full load; (3) some equivalent combination.

A faculty member initially hired during the academic year on a tenured appointment or a probationary appointment may receive the full Employer Contribution if the appointment is

for a minimum of a seventy-five percent (75%) load for the duration of that appointment. A faculty member who, due to a change in assignment during the academic year, becomes eligible under this subdivision for an Employer Contribution shall be eligible on a prospective basis.

**Subd. 2. Partial Employer Contribution - Basic Eligibility.** Faculty members covered by this Agreement, who hold part-time appointments and who work at least fifty percent (50%), but less than seventy-five percent (75%), of the full-time work assignment load for a regular academic year, receive the full Employer Contribution for basic life coverage, and at the employee's option, a partial Employer Contribution for health and dental coverages. The partial Employer Contribution for health and dental coverages is seventy-five percent (75%) of the full Employer Contribution for both employee only and dependent coverage. A faculty member who, due to a change in assignment during the academic year, becomes eligible under this subdivision for a partial Employer Contribution shall be eligible to participate in the group insurance program on a prospective basis.

**Subd. 3. Special Eligibility.** The following faculty members also receive an Employer Contribution:

- a. **Faculty Members on Layoff.** An eligible tenured, non-tenure track, or probationary faculty member who receives an Employer Contribution, who has three (3) or more years of continuous service, and who has been laid off pursuant to the provisions of Article 23 remains eligible for an Employer Contribution and all other benefits provided under this article for twelve (12) consecutive months from the date of layoff.
- b. **Work-Related Injury/Disability.** A faculty member who receives an Employer Contribution and who is off the State payroll due to a work-related injury or a work-related disability remains eligible for an Employer Contribution as long as such faculty member receives workers' compensation payments. If such faculty member ceases to receive workers' compensation payments for the injury or disability and is granted a disability leave under Article 17, he/she shall be eligible for an Employer Contribution during that leave.
- c. **Sabbatical or Educational Leave.** A faculty member eligible to participate in the Group Insurance Program immediately prior to taking a sabbatical leave, or an educational leave pursuant to Article 18, continues that eligibility during the sabbatical or educational leave.
- d. **Faculty members participating in phased retirement** shall be eligible for Employer paid benefits in accordance with Minnesota Statutes §354.66 at the same rate as if they were employed full-time.
- e. **Faculty members participating in the Annuitant Employment Program (AEP)** shall be eligible for Employer-paid benefits in accordance with Minnesota Statutes §§136F.48 and 354.445 at the same rate as if they were employed full-time.

**Subd. 4. Maintaining Eligibility for Employer Contribution.**

- a. General. A faculty member who is eligible for the Employer Contribution maintains that eligibility as long as the faculty member meets the Employer Contribution eligibility requirements and appears on a State payroll for at least one (1) full working day during each payroll period. This requirement does not apply to faculty members who receive an Employer Contribution while on layoff as described in Section C, Subd. 3 a, or while eligible for workers' compensation payments as described in Section C, Subd. 3 b.
- b. Unpaid Leave of Absence. If a faculty member is on an unpaid leave of absence, then sick leave cannot be used for the purpose of maintaining eligibility for an Employer Contribution by keeping the faculty member on a State payroll for one working day per pay period.
- c. Special Leaves. A faculty member on an approved Family Medical Leave Act (FMLA) leave or on a voluntary reduction in hours as provided elsewhere in this Agreement maintains eligibility for an Employer Contribution.

**Section D. Amount of Employer Contribution.** For faculty members eligible for an Employer Contribution as described in Section C, the amount of the Employer Contribution will be determined as follows beginning on January 1, 2016. The Employer Contribution amounts and rules in effect on June 30, 2015, will continue through December 31, 2015.

**Subd. 1. Contribution Formula - Health Coverage.**

- a. Faculty Member Coverage. Beginning on January 1, 2015, for faculty member health coverage, the Employer contributes an amount equal to ninety-five percent (95%) of the employee-only premium of the Minnesota Advantage Health Plan (Advantage).
- b. Dependent Coverage. For dependent health coverage for the 2016 and 2017 plan years, the Employer contributes an amount equal to eighty five percent (85%) of the dependent premium of Advantage.

**Subd. 2. Contribution Formula - Dental Coverage.**

- a. Faculty Member Coverage. For faculty member dental coverage, the Employer contributes an amount equal to the lesser of ninety percent (90%) of the faculty member premium of the State Dental Plan, or the actual faculty member premium of the dental plan chosen by the faculty member. However, for calendar years beginning January 1, 2016, and January 1, 2017, the minimum employee contribution shall be five dollars (\$5.00) per month.
- b. Dependent Coverage. For dependent dental coverage, the Employer contributes an amount equal to the lesser of fifty percent (50%) of the dependent premium of the State

Dental Plan, or the actual dependent premium of the dental plan chosen by the faculty member.

**Subd. 3. Contribution Formula - Basic Life Coverage.** For faculty members' basic life coverage and accidental death and dismemberment coverage, the Employer contributes one hundred percent (100%) of the cost.

## **Section E. Coverage Changes and Effective Dates.**

### **Subd. 1. When Coverage May be Chosen.**

- a.** Newly Hired Employees. All faculty members hired to an insurance eligible position must make benefit elections by their initial effective date of coverage as defined in this article, Section E, Sub. 3. Insurance eligible employees will automatically be enrolled in basic life coverage. If faculty members eligible for a full Employer Contribution do not choose a health plan administrator and a primary care clinic by their initial effective date, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that meets established access standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the faculty member's residence at the beginning of the insurance year. If a faculty member does not choose a health plan administrator and primary care clinic by their initial effective date, but was previously covered as a dependent immediately prior to their initial effective date, they will be defaulted to the plan administrator and primary care clinic in which they were previously enrolled.
- b.** Eligibility Changes. Faculty members who become eligible for a full Employer Contribution must make their benefit elections within thirty (30) calendar days of becoming eligible. If employees do not choose a health plan administrator and primary care clinic within this thirty (30) day time frame, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that meets established access standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the employee's residence at the beginning of the insurance year.

If employees who become eligible for a partial Employer Contribution choose to enroll in insurance, they must do so within thirty (30) days of becoming eligible or during open enrollment.

A faculty member may change his/her health or dental plan if the faculty member changes to a new permanent work or residence location, and the faculty member's current plan is no longer available. If the faculty member has family coverage and if the new residence location is outside of the current plan's service area, the employee shall be permitted to switch to a new plan administrator and new Benefit Level within thirty (30) days of the residence location change. The election change must be due to and correspond with the change in status. A faculty member who receives notification of a work location change between the end of an open enrollment period and the beginning of the next insurance year

may change his/her health or dental plan within thirty (30) days of the date of the relocation under the same provisions accorded during the last open enrollment period.

A faculty member may also change health or dental plans in any other situation in which the Employer is required by applicable federal or state laws to allow a plan change.

**Subd. 2. When Coverage May be Changed or Cancelled.**

- a. Changes Due to a Life Event.** After the initial enrollment period and outside of any open enrollment period an employee may elect to change health or dental coverage (including adding or canceling coverage) and any applicable employee contributions in the following situations (as long as allowed under the applicable provisions, regulations, and rules of the federal and state law in effect at the beginning of the plan year).

The request to change coverage must be consistent with a change in status that qualifies as a life event, and does not include changing health or dental plans, which may only be done under the terms of Section E, Subd. 1, above. Any election to add coverage must be made within thirty (30) days following the event, and any election to cancel coverage must be made within sixty (60) days following the event. (An employee and a retired employee may add dependent health or dental coverage following the birth of a child or dependent grandchild, or following the adoption of a child, without regard to the thirty (30) day limit.) These life events (for both employees and retirees) are:

1. A change in legal marital status, including marriage, death of a spouse, divorce, legal separation and annulment.
2. A change in number of dependents, including birth, death, adoption, and placement for adoption.
3. A change in employment status of the employee, or the employee's or retiree's spouse or dependent, including termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, a change in worksite, and a change in working conditions (including changing between part-time and full-time or hourly and salary) of the employee, the employee's or retiree's spouse or dependent which results in a change in the benefits they receive under a cafeteria plan or a health or dental plan.
4. A dependent ceasing to satisfy eligibility requirements for coverage due to attainment of age or otherwise no longer meets the eligibility requirements under Section B, Subd. 3.
5. A change in the place of residence of the employee, retiree or their spouse or dependent.
6. Significant cost or coverage changes (including coverage curtailment and the addition of a benefit package).
7. Family Medical Leave Act (FMLA) leave.
8. Judgments, decrees or orders.
9. A change in coverage of a spouse or dependent under another employer's plan.
10. Open enrollment under the plan of another employer.

11. Health Insurance Portability and Accountability Act (HIPAA) special enrollment rights for new dependents and in the case of loss of other insurance coverage.
  12. A COBRA-qualifying event.
  13. Loss of coverage under the group health plan of a governmental or educational institution (a state's children's health insurance program, medical care program of an Indian tribal government, State health benefits risk pool, or foreign government group health plan).
  14. Entitlement to Medicare or Medicaid.
  15. Any other situations in which the group health or dental plan is required by the applicable federal or state law to allow a change in coverage.
- b. Canceling Dependent Coverage During Open Enrollment.** In addition to the above situations, dependent health or dependent dental coverage may also be canceled for any reason during the open enrollment period that applies to each type of plan (as long as allowed under the applicable provisions, regulations and rules of the federal and state law in effect at the beginning of the plan year).
- c. Canceling Employee Coverage.** A part-time employee may also cancel employee coverage within sixty (60) days of when one of these same life events occurred.
- d. Effective Date of Benefit Termination.** Medical, dental and life coverage termination will take effect on the first of the month following the loss of eligible employee or dependent status. Disability benefit coverage terminations will take effect on the day following loss of eligible employee or dependent status.

**Subd. 3. Effective Date of Coverage.**

- a. Initial Effective Date.** The initial effective date of coverage under the Group Insurance Program is the thirty-fifth day following the faculty member's first day of employment, reemployment, rehire, or reinstatement with the State. The initial effective date of coverage for an employee whose eligibility has changed is the date of the change. A faculty member must be actively at work on the initial effective date of coverage, except that a faculty member who is on paid leave on the date State-paid life insurance benefits increase is also entitled to the increased life insurance coverage. In no event shall a faculty member's dependent's coverage become effective before the faculty member's coverage. If an employee is not actively at work due to employee or dependent health status or medical disability, medical and dental coverage will still take effect. (Life and disability coverage will be delayed until the employee returns to work.)
- b. Delay in Coverage Effective Date.**
1. **Basic Life.** If a faculty member is not actively at work on the initial effective date of coverage, coverage will be effective on the first day of the faculty member's return to work. The effective date of a change in coverage is not delayed in the event that, on the date the coverage change would be effective, a faculty member is on an unpaid leave of absence or layoff.

2. **Medical and Dental.** If a faculty member is not actively at work on the initial effective date of coverage due to a reason other than hospitalization or medical disability of the faculty member or dependent, medical and dental coverage will be effective on the first day of the faculty member's return to work. The effective date of a change in coverage is not delayed in the event that, on the date the coverage change would be effective, a faculty member is on an unpaid leave of absence or layoff.
3. **Optional Life and Disability Coverages.** In order for coverage to become effective, the faculty member must be in active payroll status and not using sick leave on the first day following approval by the insurance company. If it is an open enrollment period, coverage may be applied for but will not become effective until the first day of the faculty member's return to work.

**Subd. 4. Open Enrollment.**

- a. **Frequency and Duration.** There shall be an open enrollment period for health coverage in each year of this Agreement, and for dental coverage in the first year of this Agreement. Each year of the Agreement, all employees shall have the option to complete a Health Assessment. Open enrollment periods shall last a minimum of fourteen (14) calendar days in each year of the Agreement. Open enrollment changes become effective on January 1 of each year of this Agreement.
- b. **Eligibility to Participate.** A faculty member eligible to participate in the Group Insurance Program, as described in Section B, Subd. 1. and Section B, Subd. 2., may participate in open enrollment. In addition, a person in the following categories may, as allowed in Section E, Subd. 4a above, make certain changes: (1) a former employee or dependent on continuation coverage, as described in Section B, Subd. 4, may change plans or add coverage for health and/or dental plans on the same basis as active employees; and (2) an early retiree, prior to becoming eligible for Medicare, may change health and/or dental plans as agreed to for active employees, but may not add dependent coverage.
- c. **Materials for Faculty Member Choice.** Each year prior to open enrollment the appointing authority will give eligible faculty members the information necessary to make open enrollment selections. Employees will be provided a statement of their current coverage each year of the contract.

**Subd. 5. Coverage Selection Prior to Retirement.** A faculty member who retires and is entitled to receive an annuity under a State retirement program may change his/her health or dental plan during the sixty (60) calendar day period immediately preceding the date of retirement. The faculty member may not add dependent coverage during this period. The change takes effect on the first day of the month following the date of retirement.

**Section F. Basic Coverages.**

**Subd. 1. Faculty Member and Family Health Coverage.**

- a. Minnesota Advantage Health Plan (Advantage).** The health coverage portion of the State Employee Group Insurance Program is provided through the Minnesota Advantage Health Plan (Advantage), a self-insured health plan offering four (4) Benefit Level options. Provider networks and claim administration are provided by multiple plan administrators. Coverage offered through Advantage is determined by Section F, Subd. 1, paragraph b below.
  - b. Coverage under the Minnesota Advantage Health Plan (Advantage).** From July 1, 2015 through December 31, 2015, health coverage under the SEGIP will continue at the level in effect on June 30, 2015. Effective January 1, 2016, Advantage will cover eligible services subject to the copayments, deductibles and coinsurance coverage limits stated. Services provided through Advantage are subject to the managed care procedures and principles, including standards of medical necessity and appropriate practice of the plan administrators. Coverage details are provided in the Advantage Summary of Benefits.
- 1. Benefit Options.** Employees must elect a plan administrator and primary care clinic. Those elections will determine the Benefit Level through Advantage. Enrolled dependents must elect a primary care clinic that is available through the plan administrator chosen by the employee.
    - i. Plan Administrator.** Employees must elect a plan administrator during their initial enrollment in Advantage and may change their plan administrator election only during the annual open enrollment and when permitted under Section E. Dependents must be enrolled through the same plan administrator as the employee.
    - ii. Benefit Level.** The primary care clinics available through each plan administrator are assigned a Benefit Level. The Benefit Levels are outlined in the benefit chart below. Primary care clinics may be in different Benefit Levels for different plan administrators. Family members may be enrolled in clinics that are in different Benefit Levels. Employees and their dependents may change to clinics in different Benefit Levels during the annual open enrollment. Employees and their dependents may also elect to move to a clinic in a different Benefit Level within the same plan administrator up to two (2) additional times during the plan year. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.
    - iii. Primary Care Clinic.** Employees and each of their covered dependents must individually elect a primary care clinic within the network of providers offered by the plan administrator chosen by the employee. Employees and their

dependents may elect to change clinics within their clinic's Benefit Level as often as the plan administrator permits and as outlined above.

iv. **Advantage Benefit Chart for Services Incurred During Plan Years 2016 and 2017.**

<b>2016 and 2017 Benefit Provision</b>	<b>Benefit Level 1 The member pays:</b>	<b>Benefit Level 2 The member pays:</b>	<b>Benefit Level 3 The member pays:</b>	<b>Benefit Level 4 The member pays:</b>
Deductible for all services except drugs and preventive care (S/F)	\$150/300	\$250/500	\$550/\$1,100	\$1,250/\$2,500
Office visit copay/urgent care (copay waived for preventive services) 1) Having taken health assessment and opted-in for health coaching 2) Not having taken health assessment or not having opted-in for health coaching	1) \$25 2) \$30	1) \$30 2) \$35	1) \$60 2) \$65	1) \$80 2) \$85
In-Network Convenience Clinics and Online Care (deductible waived)	\$10	\$10	\$10	\$10
Emergency room copay	\$100	\$100	\$100	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Facility copays • Per inpatient admission (waived for admission to Center of Excellence)  • Per outpatient surgery	\$100  \$60	\$200  \$120	\$500  \$250	N/A – subject to Deductible and 25% Coinsurance to OOP maximum  N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for MRI/CT scan services	5%	10%	20%	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for services NOT subject to copays	5% (95% coverage after payment of deductible)	5% (95% coverage after payment of deductible)	20% (80% coverage after payment of deductible)	25% for all services to OOP maximum after deductible
Coinsurance for durable medical equipment	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	25% for all services to OOP maximum after deductible

<b>2016 and 2017 Benefit Provision</b>	<b>Benefit Level 1 The member pays:</b>	<b>Benefit Level 2 The member pays:</b>	<b>Benefit Level 3 The member pays:</b>	<b>Benefit Level 4 The member pays:</b>
Copay for three-tier prescription drug plan	Tier 1: \$14 Tier 2: \$25 Tier 3: \$50	Tier 1: \$14 Tier 2: \$25 Tier 3: \$50	Tier 1: \$14 Tier 2: \$25 Tier 3: \$50	Tier 1: \$14 Tier 2: \$25 Tier 3: \$50
Maximum drug out-of-pocket limit (S/F)	\$800/\$1,600	\$800/\$1,600	\$800/\$1,600	\$800/\$1,600
Maximum non-drug out-of-pocket limit (S/F)	\$1,200/\$2,400	\$1,200/\$2,400	\$1,600/\$3,200	\$2,600/\$5,200

2. **Office Visit Copayments.** In each year of the Agreement, the level of the office visit copayment applicable to an employee and dependents is based upon whether the employee has completed the on-line Health Assessment during open enrollment, and has agreed to opt-in for Health Coaching.
3. **Services received from, or authorized by, a primary care physician within the primary care clinic.** Under Advantage, the health care services outlined in the benefits charts above shall be received from, or authorized by a primary care physician within the primary care clinic. Preventive care, as outlined in the Summary of Benefits, is covered at one hundred percent (100%) for services received from or authorized by the primary care clinic. The primary care clinic shall be selected from approved clinics in accordance with the Advantage administrative procedures. Unless otherwise specified in paragraph 4) below, services not received from, or authorized by, a primary care physician within the primary care clinic may not be covered. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.
4. **Services not requiring authorization by a primary care physician within the primary care clinic.**
  - i. **Eye Exams.** Limited to one (1) routine examination per year for which no copay applies.
  - ii. **Outpatient emergency and urgicenter services within the service area.** The emergency room copay applies to all outpatient emergency visits that do not result in hospital admission within twenty-four (24) hours. The urgicenter copay is the same as the primary care clinic office visit copay.
  - iii. **Emergency and urgently needed care outside the service area.** Professional services of a physician, emergency room treatment, and inpatient hospital services are covered at eighty percent (80%) of the first two thousand dollars (\$2,000) of the charges incurred per insurance year, and one hundred percent (100%) thereafter. The maximum eligible out-of-pocket expense per individual

per year for this benefit is four hundred dollars (\$400). This benefit is not available when the member's condition permits him/her to receive care within the network of the plan in which the individual is enrolled.

- iv. **Ambulance.** The deductible and coinsurance for services not subject to copays applies.

## 5. Prescription drugs.

### i. Copayments and annual out-of-pocket maximums.

For the first and second year of the contract:

*Tier 1 copayment:* Fourteen dollar (\$14) copayment per prescription or refill for a Tier 1 drug dispensed in a thirty (30) day supply.

*Tier 2 copayment:* Twenty-five dollar (\$25) copayment per prescription or refill for a Tier 2 drug dispensed in a thirty (30) day supply.

*Tier 3 copayment:* Fifty dollar (\$50) copayment per prescription or refill for a Tier 3 drug dispensed in a thirty (30) day supply.

*Out of pocket maximum:* There is an annual maximum eligible out-of-pocket expense limit for prescription drugs of eight hundred dollars (\$800) per person or one thousand six hundred dollars (\$1,600) per family.

- ii. **Insulin.** Insulin will be treated as a prescription drug subject to a separate copay for each type prescribed.
- iii. **Brand Name Drugs.** If the subscriber chooses a brand name drug when a bioequivalent generic drug is available, the subscriber is required to pay the standard copayment plus the difference between the cost of the brand name drug and the generic. Amounts above the copay that an individual elects to pay for a brand name instead of a generic drug will not be credited toward the out-of-pocket maximum.
- iv. **Special Coverage for "Grandparented Diabetic Group".** For insulin dependent diabetics who have been continuously enrolled for health coverage insured or administered by Blue Cross Blue Shield through the SEGIP since January 1, 1991, and who were identified as having used these supplies during the period from January 1, 1991, through September 30, 1991, (herein the "Grandparented Diabetic Group"), diabetic supplies are covered as follows: Test tapes and syringes are covered at one hundred percent (100%) for the greater of a thirty (30) day supply or one hundred (100%) units when purchased with insulin.
- v. **Special Coverage for Nicotine Replacement Therapies.** There will be no copayment for formulary nicotine replacement therapies for employees and dependents who take the Health Assessment, opt-in for Coaching, and are

engaged in a plan-sponsored smoking cessation program, or other program as documented by the Health Coach.

- 6. Special Service Networks.** The following services must be received from special service network providers in order to be covered. All terms and conditions outlined in the Summary of Benefits apply.
  - i. Mental health services - inpatient or outpatient.
  - ii. Chemical dependency services - inpatient or outpatient.
  - iii. Chiropractic services.
  - iv. Transplant coverage.
  - v. Cardiac services.
  - vi. Home infusion therapy.
  - vii. Hospice.
- 7. Individuals whose permanent residence and principal work location are outside the State of Minnesota and outside of the service areas of the health plans participating in Advantage.** If these individuals use the plan administrator's national preferred provider organization in their area, services will be covered at Benefit Level Two. If a national preferred provider is not available in their area, services will be covered at Benefit Level Two through any other provider available in their area. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph 9 below. All terms and conditions outlined in the Summary of Benefits will apply.
- 8. Children living with an ex-spouse outside the service area of the employee's plan administrator.** Covered children living with former spouses outside the service area of the employee's plan administrator and enrolled under this provision as of December 31, 2003, will be covered at Benefit Level Two benefits. If available, services must be provided by providers in the plan administrator's national preferred provider organization. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph 9 below.
- 9. Individuals whose permanent residence is outside the State of Minnesota and outside the service areas of the health plans participating in Advantage.** (This category includes employees temporarily residing outside Minnesota on temporary assignment or paid leave (including sabbatical leaves) and all dependent children (including college students) and spouses living out of area.) The point of service (POS) benefit described below is available to these individuals. All terms and

conditions outlined in the Summary of Benefits apply. This benefit is not available for services received within the service areas of the health plans participating in Advantage.

- i. **Deductible.** There is a three hundred fifty dollar (\$350) annual deductible per person with a maximum deductible per family per year of seven hundred dollars (\$700).
- ii. **Coinsurance.** After the deductible is satisfied, seventy percent (70%) coverage up to the plan out-of-pocket maximum designated below.

**10. Lifetime maximums and non-prescription out-of-pocket maximums.** Coverage under Advantage is not subject to a per person lifetime maximum. In the first and second years of the contract, coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of one thousand two hundred dollars (\$1,200) per person or two thousand four hundred dollars (\$2,400) per family for members whose primary care clinic is in Cost Level 1 or Cost Level 2; one thousand six hundred dollars (\$1,600) per person or three thousand two hundred dollars (\$3,200) per family for members whose primary care clinic is in Cost Level 3; and two thousand six hundred dollars (\$2,600) per person or five thousand two hundred dollars (\$5,200) per family for members whose primary care clinic is in Cost Level 4.

**11. In-Network Convenience Clinics and Online Care.** Services rendered at in-network convenience clinics and online care are subject to a ten dollar (\$10) copayment in each year of the Agreement. First dollar deductibles are waived for convenience clinic and online care visits. (Note the prescriptions received as a result of a visit are subject to the drug copayment maximums as described above at Section F, Subd. 1 b 5.)

**c. Benefit Level Two Health Care Network Determination.** Issues regarding the health care networks for the 2017 insurance year shall be negotiated in accordance with the following procedures:

1. At least twelve (12) weeks prior to the open enrollment period for the 2017 insurance year the Employer shall meet and confer with the Joint Labor/Management Committee on Health Plans in an attempt to reach agreement on the Benefit Level Two health care networks.
2. If no agreement is reached within five (5) working days, the Employer and the Joint Labor-Management Committee on behalf of all of the exclusive representatives shall submit a list of providers/provider groups in dispute to a mutually agreed upon neutral expert in health care delivery systems for final and binding resolution. The only providers/provider groups that may be submitted for resolution by this process are those for which, since the list for the 2016 insurance year was established,

Benefit Level Two access has changed, or those that are intended to address specific problems caused by a reduction in Benefit Level Two access.

Absent agreement on a neutral expert, the parties shall select an arbitrator from a list of five (5) arbitrators supplied by the Bureau of Mediation Services. The parties shall flip a coin to determine who strikes first. One-half (1/2) of the fees and expenses of the neutral shall be paid by the Employer and one-half (1/2) by the exclusive representatives. The parties shall select a neutral within five (5) working days after no agreement is reached, and a hearing shall be held within fourteen (14) working days of the selection of the neutral.

3. The decision of the neutral shall be issued within two (2) working days after the hearing.
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- d. **Coordination with Workers' Compensation.** When an employee has incurred an on-the-job injury or an on-the-job disability and has filed a claim for workers' compensation, medical costs connected with the injury or disability shall be paid by the employee's health plan, pursuant to Minnesota Statutes §176.191, Subd. 3.
  - e. **Health Promotion and Health Education.** Both parties to this Agreement recognize the value and importance of health promotion and health education programs. Such programs can assist employees and their dependents to maintain and enhance their health, and to make appropriate use of the health care system. To work toward these goals:
    1. **Develop programs.**
      - i. The Employer will develop and implement health promotion and health education programs, subject to the availability of resources. Each appointment authority will develop a health promotion and health education program consistent with Minnesota Management & Budget policy. Upon request of any exclusive representative in an agency, the appointing authority shall jointly meet and confer with the exclusive representative(s) and may include other interested exclusive representatives. Agenda items shall include but are not limited to smoking cessation, weight loss, stress management, health education/self-care, and education on related benefits provided through the health plan administrators serving state employees.
      - ii. **Pilot Programs.** The Employer may develop voluntary pilot programs to test the acceptability of various risk management programs. Incentives for participation in such programs may include limited short-term improvements to the benefits outlined in this article. Implementation of such pilot programs is subject to the review and approval of the Joint Labor-Management Committee on Health Plans.

2. **Health Plan specification.** The Employer will require health plans participating in the Group Insurance Program to develop and implement health promotion and health education programs for State employees and their dependents.
  3. **Employee participation.** The Employer will assist employees' participation in health promotion and health education programs. Health promotion and health education programs that have been endorsed by the Employer (Minnesota Management & Budget) will be considered to be non-assigned job-related training pursuant to Administrative Procedure 21. Approval for this training is at the discretion of the appointing authority and is contingent upon meeting staffing needs in the employee's absence and the availability of funds. Employees are eligible for release time, tuition reimbursement, or a pro rata combination of both. Employees may be reimbursed for up to one hundred percent (100%) of tuition or registration costs upon successful completion of the program. Employees may be granted release time, including the travel time, in lieu of reimbursement.
  4. **Health Promotion Incentives.** The Joint Labor-Management Committee on Health Plans shall develop a program which provides incentives for employees who participate in a health promotion program. The health promotion program shall emphasize the adoption and maintenance of healthier lifestyle behaviors and shall encourage wiser usage of the health care system.
- f. **Post Retirement Health Care Benefit.** Employees who separate on or after January 1, 2008, from State service and who, at the time of separation are insurance eligible and entitled to either a) immediately receive an annuity under a State retirement program, or b) receive a retirement benefit under Minnesota Statutes §354B, shall be entitled to a contribution of two hundred fifty dollars (\$250) to the Minnesota State Retirement System (MSRS) Health Care Savings Plan. Employees who have a HCSP waiver on file shall receive a two hundred fifty dollars (\$250) cash payment. If the employee separates due to death, the two hundred fifty dollars (\$250) is paid in cash, not to the HCSP. An employee who becomes totally and permanently disabled on or after January 1, 2008, who received a State disability benefit, and is eligible for a deferred benefit under a State retirement program is also eligible for the two hundred fifty dollar (\$250) contribution to the MSRS Health Care Savings Plan. Employees are eligible for this benefit only once.

**Subd. 2. Employee Life Coverage.**

- a. **Basic Life and Accidental Death and Dismemberment Coverage.** The Employer agrees to provide and pay for the following term life coverage and accidental death and dismemberment coverage for all faculty members eligible for an Employer Contribution as described in Section C. Any premium paid by the State in excess of fifty thousand dollars (\$50,000) coverage is subject to a tax liability in accordance with Internal Revenue Service regulations. A faculty member may decline coverage in excess of fifty thousand dollars (\$50,000) by filing a waiver in accordance with Minnesota Management & Budget procedures (also see Appendix F). The basic life

insurance policy will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.

Faculty Member's Annual Base Salary	Group Life Insurance Coverage	Accidental Death and Dismemberment Principal Sum
\$20,000 or less	\$20,000	\$20,000
\$20,001 - \$30,000	\$30,000	\$30,000
\$30,001 - \$40,000	\$40,000	\$40,000
\$40,001 - \$50,000	\$50,000	\$50,000
\$50,001 - \$55,000	\$55,000	\$55,000
\$55,001 - \$60,000	\$60,000	\$60,000
\$60,001 - \$65,000	\$65,000	\$65,000
\$65,001 - \$70,000	\$70,000	\$70,000
\$70,001 - \$75,000	\$75,000	\$75,000
\$75,001 - \$80,000	\$80,000	\$80,000
\$80,001 - \$85,000	\$85,000	\$85,000
\$85,001 - \$90,000	\$90,000	\$90,000
Over \$90,000	\$95,000	\$95,000

- b. Extended Benefits.** A faculty member who becomes totally disabled before age 70 shall be eligible for the extended benefit provisions of the life insurance policy until age 70. Employees who were disabled prior to July 1, 1983 and who have continuously received benefits shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1983.

## Section G. Optional Coverages

### Subd. 1. Employee and Family Dental Coverage.

- a. Coverage Options.** Eligible faculty members may select coverage under any one of the dental plans offered by the Employer, including health maintenance organization plans, the State Dental Plan, or other dental plans. Coverage offered through health maintenance organization plans is subject to change during the life of this Agreement upon action of the health maintenance organization and approval of the Employer after consultation with the Joint Labor-Management Committee on Health Plans. However, actuarial reductions in the level of HMO coverages effective during the term of this Agreement, including increases in copayments, require approval of the Joint Labor-Management Committee on Health Plans. Coverage offered through the State Dental Plan is determined by Section G, Subd. 1.b.
- b. Coverage Under the State Dental Plan.** The State Dental Plan will provide the following coverage:
- 1. Copayments.** Effective January 1, 2016, the State Dental Plan will cover allowable charges for the following services subject to the copayments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from dental care providers not in the State Dental Plan network. Services provided through the State Dental Plan are subject to the State Dental Plan's managed care procedures and principles, including standards of dental necessity and appropriate practice. The plan shall cover general cleaning two (2) times per plan year and special cleanings (root or deep cleaning) as prescribed by the dentist.

Service	In-Network	Out-of-Network
Diagnostic/Preventive	100%	50% after deductible
Fillings	80% after deductible	50% after deductible
Endodontics	80% after deductible	50% after deductible
Periodontics	80% after deductible	50% after deductible
Oral Surgery	80% after deductible	50% after deductible
Crowns	80% after deductible	50% after deductible
Prosthetics	50% after deductible	50% after deductible
Prosthetic Repairs	50% after deductible	50% after deductible
Orthodontics*	50% after deductible	50% after deductible

\*Please refer to your certificate of coverage for information regarding age limitations for dependent orthodontic care.

- 2. Deductible.** An annual deductible of fifty dollars (\$50) and one hundred fifty dollars (\$150) per family applies to State Dental Plan non-preventive services received from in-network providers. An annual deductible of one hundred twenty-

five dollars (\$125) per person applies to State Dental Plan services received from out of network providers. The deductible must be satisfied before coverage begins.

3. **Annual maximum.** State Dental Plan coverage is subject to a one thousand five hundred dollar (\$1,500) annual maximum benefit payable (excluding orthodontia) per person. "Annual" means per insurance year.
4. **Orthodontia lifetime maximum.** Orthodontia benefits are available to eligible dependent children ages eight (8) through eighteen (18) subject to a two thousand four hundred dollar (\$2,400) lifetime maximum benefit.

## **Subd. 2. Life Coverage.**

- a. **Faculty Member.** A faculty member may purchase up to five hundred thousand dollars (\$500,000) additional life insurance, in increments established by the Employer, subject to satisfactory evidence of insurability. A new faculty member may purchase up to two (2) times annual salary in optional employee life coverage by their initial effective date of coverage as defined in this article, Section E, Subd. 3 without evidence of insurability. An employee who becomes eligible for insurance may purchase up to two (2) times annual salary in optional employee life coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this article.
- b. **Spouse.** A faculty member may purchase up to five hundred thousand dollars (\$500,000) of life insurance coverage for his/her spouse, in increments established by the Employer, subject to satisfactory evidence of insurability. A new faculty member may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse life coverage by their initial effective date of coverage as defined in this article, Section E, Subd. 3, without evidence of insurability. An employee who becomes eligible for insurance may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this article.
- c. **Children/Grandchildren.** A faculty member may purchase life insurance in the amount of ten thousand dollars (\$10,000) as a package for all eligible children/grandchildren (as defined in Section B., Subd. 3, of this article). For a new employee, child/grandchild coverage requires evidence of insurability if application is made after the initial effective date of coverage as defined in this article, Section E, Subd. 3. An employee who becomes eligible for insurance may purchase child/grandchild coverage without evidence of insurability if application is made within thirty (30) days of the initial effective date as defined in this article. Child/grandchild coverage commences fourteen (14) calendar days after birth.
- d. **Accelerated Life.** The additional employee, spouse and child life insurance policies will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.

- e. **Waiver of Premium.** In the event a faculty member becomes totally disabled before age seventy (70), there shall be a waiver of premium for all life insurance coverage that the faculty member had at the time of disability.
- f. **Paid-up Life Policy.** At age sixty-five (65) or the date of retirement, an employee who has carried optional employee life insurance for the five consecutive years immediately preceding the date of the employee's retirement or age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to fifteen percent (15%) of the smallest amount of optional employee life insurance in force during that five (5) year period. The employee's post-retirement death benefit shall be effective as of the date of the employee's retirement or the employee age sixty-five (65), whichever is later. Employees who retire prior to age sixty-five (65) must be immediately eligible to receive a State retirement annuity and must continue their optional employee life insurance to age sixty-five (65) in order to remain eligible for the employee post-retirement death benefit.

An employee who has carried optional spouse life insurance for five (5) consecutive years immediately preceding the date of the employee's retirement or spouse age sixty-five (65), whichever is later, shall receive a post retirement paid-up life insurance policy in an amount equal to fifteen percent (15%) of the smallest amount of optional spouse life insurance in force during that five (5) year period. The spouse post-retirement death benefit shall be effective as of the date of the employee's retirement or spouse age sixty-five (65), whichever is later. The employee must continue the full amount of optional spouse life insurance to the date of the employee's retirement or spouse age sixty-five (65), whichever is later, in order to remain eligible for the spouse post-retirement death benefit.

Each policy remains separate and distinct, and amounts may not be combined for the purpose of increasing the amount of a single policy.

### **Subd. 3. Disability Coverage.**

- a. **Short-term Disability Coverage.** A faculty member may purchase short-term disability coverage that provides benefits from three hundred dollars (\$300) to five thousand dollars (\$5,000) per month, up to two-thirds (2/3) of a faculty member's salary, for up to one hundred eighty (180) calendar days during total disability due to a non-occupational accident or a non-occupational sickness. Benefits are paid from the first day of a disabling injury or from the eighth day of a disabling sickness. For a new employee, coverage applied for by the initial effective date of coverage as defined in this article, Section E, Subd. 3. does not require evidence of insurability. For an employee who becomes eligible for insurance, coverage applied for within thirty (30) days of the initial effective date does not require evidence of insurability.
- b. **Long-term Disability Coverage.** New employees may enroll in long-term disability insurance by their initial effective date of coverage. Employees who become eligible for insurance may enroll in long-term disability insurance within thirty (30) days of

their initial effective date as defined in this article, Section E, Subd. 3. The terms are the same as for employees who wish to add/increase during the annual open enrollment. During open enrollment only, a faculty member may purchase long-term disability coverage that provides benefits from three hundred dollars (\$300) to seven thousand dollars (\$7,000) per month, based on the faculty member's salary, commencing on the one hundred eighty-one (181st) day of total disability, and not subject to evidence of insurability but with a limited pre-existing condition exclusion. Employees should be aware that other wage replacement benefits, as described in the certificate of coverage (i.e., Social Security Disability, Minnesota State Retirement Disability, etc.), may result in a reduction of the monthly benefit levels purchased. In any event, the minimum is the greater of three hundred dollars (\$300) or fifteen percent (15%) of the amount purchased. The minimum benefit will not be reduced by any other wage replacement benefit. In the event that the faculty member becomes totally disabled before age seventy (70), the premiums on this benefit shall be waived.

**Subd. 4. Accidental Death and Dismemberment Coverage.** A faculty member may purchase accidental death and dismemberment coverage that provides principal sum benefits in amounts ranging from five thousand dollars (\$5,000) to one hundred thousand dollars (\$100,000). Payment is made only for accidental bodily injury or death and may vary, depending upon the extent of dismemberment. A faculty member may also purchase from five thousand dollars (\$5,000) to twenty-five thousand dollars (\$25,000) in coverage for his/her spouse but not in excess of the amount carried by the faculty member.

**Subd. 5. Continuation of Optional Coverages During Unpaid Leave or Layoff.** An employee who takes an unpaid leave of absence or who is laid off may discontinue premium payments on optional policies during the period of leave or layoff. If the employee returns within one (1) year, the employee shall be permitted to pick up all optionals held prior to the leave or layoff. For purposes of reinstating such optional coverages, the following limitations shall be applicable.

For the first twenty-four (24) months of short-term and/or long-term disability coverage after such a period of leave or layoff during which short-term or long-term disability coverage was discontinued, any such disability coverage shall exclude coverage for pre-existing conditions. For disability purposes, a pre-existing condition is defined as any disability which is caused by, or results from, any injury, sickness or pregnancy which occurred, was diagnosed, or for which medical care was received during the period of leave or layoff. In addition, any pre-existing condition limitations that would have been in effect under the policy but for the discontinuance of coverage shall continue to apply as provided in the policy.

The limitations set forth above do not apply to leaves that qualify under the Family Medical Leave Act (FMLA).

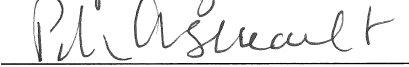
IN WITNESS WHEREOF, the parties hereto have set their hands.

**For the Inter Faculty Organization**

Dated this 21<sup>st</sup> day Oct., 2015



James Grabowska, President



Patrice Arseneault



Brent Jeffers, Chair, IFO Negotiating Team

**Team Members:**

Tom Fauchald, Bemidji

Dan Cronn-Mills, Mankato

Gary Starr, Metropolitan

Oscar Flores-Ibarra, Moorhead

Shawn Jarvis, St. Cloud

Sami Shahin, Southwest

Matthew Hyle, Winona

**For the Minnesota State Colleges and Universities**

Dated this 21<sup>st</sup> day Oct., 2015



Steven J. Rosenstone, Chancellor



Mark Carlson, Vice Chancellor for Human Resources



Christopher Dale, Sr. System Director for Labor Relations



Myron Frans, Commissioner, MMB – Minnesota  
Management and Budget--For Insurance Purposes Only

**Team Members:**

Lynn Johnson, Bemidji

Deb Kerkaert, Southwest

Peter Miene, Winona

Randy Cagle, Moorhead

Ted Reilly, Winona

James Jorstad, MnSCU

Andrea Kubat, MnSCU

Jean Haar, Mankato

Deb Bednarz, MnSCU

Gary Hunter, MnSCU

Nancy Mills, St. Cloud

Ginny Arthur, Metropolitan

**APPENDIX A  
Grievance - Part 1**

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**Date:**

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**Name:**

---

**IFO Grievance Representative**

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**Name:**

---

**University:**

---

**Mailing Address:**

---

**Department:**

---

**Sections of Agreement Claimed Violated**

**1.**

---

**2.**

---

**3.**

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**Nature and Facts of Grievance (Description of the acts, decision or omission which gave rise to the grievance) Appropriate documents attached.**

**Relief Requested (Remedy to be applied):**

**Signature of Grievant**

**Signature of Grievance Chairperson**

**I request a meeting at Step 1 of the grievance procedure.**

☐ do not      ☐ do

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## APPENDIX B

### Academic Areas--State Universities

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#### ***Aviation***

Aviation  
Aviation Management

#### ***Behavioral Sciences***

Counseling  
Psychology

#### ***Biological Sciences***

Aquatic Biology  
Biochemistry  
Biology  
Biomedical Science

#### ***Business Administration***

Agribusiness  
Accounting  
Advertising  
Business  
Administration/Management  
Business Law  
Finance  
Hospitality  
Institutional Management  
Insurance  
International Business  
Management  
Marketing  
Quantitative Methods &  
Information Systems  
Real Estate

#### ***Business Education***

Administrative Information  
Systems  
Business Education  
Business & Technology Education  
Office Administration

#### ***Communications***

Broadcasting  
Communication Studies  
Journalism  
Mass Communications  
Photo Journalism  
Radio, TV, & Film  
Speech/Speech Communications

#### ***Computers & Computer Science***

Computer Information  
Science/Systems  
Computer Science

#### ***Education***

Adult & Continuing Education  
Applied Psychology  
Child/Family Studies  
Clinical Activities/Professional  
Education  
Counselor Education  
Counseling & Student Personnel  
Curriculum & Instruction  
Dental Education  
Early Childhood/Development  
Education  
Educational Administration &  
Leadership  
Educational Foundations  
Elementary Education  
Environmental Education  
Reading  
Rehabilitation Counseling  
School Psychology  
Secondary Education  
Technology Education

***Engineering***

Composite Materials Engineering  
Computer Engineering  
Construction Management  
Electrical Engineering  
Industrial Engineering  
Manufacturing Engineering  
Mechanical Engineering

***Engineering Technology***

Auto & Manufacturing Engineering  
Technology  
Electronic Engineering Technology  
Engineering Technology  
Industrial & Technical Studies  
Industrial Technology  
Mechanical Engineering Technology  
Photographic Engineering Technology  
Photographic Science &  
Instrumentation

***English***

Creative Writing  
English  
English as a Second Language  
Linguistics  
Literature

***Environmental Studies***

Environmental Studies

***Ethnic/Minority Studies***

East Asian Studies  
Ethnic Studies  
Latin American Studies  
Minority and Ethnic Studies  
Native American Studies  
Scandinavian Studies

***Geography***

Geography  
Local & Urban Affairs  
Urban & Regional Studies

***Health Sciences/Education***

Dental Hygiene  
Health Education  
Nursing  
Physical Therapy  
School & Community Health  
Vocational Rehabilitation Therapy

***Health Technology***

Biotechnology  
Medical Technology  
Nuclear Medical Technology  
Physical Therapy

***History***

History

***Home Economics***

Family Consumer Science & Interior  
Design  
Home Economics

***Industrial Arts***

Industrial Arts

***Interdisciplinary Studies***

American Studies  
Human Relations  
Humanities  
Multi disciplinary Studies  
Women's Studies

***Languages***

Arabic  
Chinese  
French  
German  
Japanese  
Ojibwe  
Russian  
Spanish

***Law/Criminal Justice***

Corrections  
Criminal Justice  
Law Enforcement  
Legal Assistance/Paralegal

***Social Sciences***

Anthropology  
Economics  
Social Science  
Social Work  
Sociology

***Learning Resources***

Educational Technology  
Information Media  
Library Media  
Library

***Special Education***

Special Education  
Special Education Administration  
Experiential Education  
Early/Exceptional Education

***Mathematics***

Mathematics

***Speech/Hearing Science***

Communications Disorders  
Speech-Language Pathology

***Philosophy***

Philosophy

***Statistics***

Statistics

***Physical Education & Recreation***

Athletic Training  
Human Performance  
Physical Education  
Recreation, Park & Leisure Studies  
Sports Science

***Visual/Performing Arts***

Art  
Art Administration  
Art History  
Art Studio  
Ceramics  
Commercial Design  
Dance  
Film Studies  
Graphic Design  
Industrial/Technical Illustration  
Music  
Music Theory  
Music Management  
Painting  
Piano  
Photography  
Sculpture  
String Instruments  
Theatre Arts  
Visual Arts  
Vocal Music  
Wind Instruments

***Physical Sciences***

Astronomy  
Chemistry  
Earth Sciences  
General Science  
Geology  
Physics

***Political Science***

International Relations  
Political Science

***Public Affairs***

Community Education  
Community Service  
Human Services Planning &  
Administration

***Non-Teaching Areas***

Advising & Retention  
Allied Health & Nursing Student  
Support Coordinator  
Athletics  
Business Student Support  
Coordinator  
Children's House  
Counseling Center  
Education Student Support  
Coordinator  
Education Development Center  
Hospitality  
New Center  
Pre-Major Advising  
Residential College  
Science Center  
Sciences, Engineering & Technical  
Student Support Coordinator  
Social & Behavioral Sciences Student  
Support Coordinator  
Talent Search  
University Services  
Upward Bound  
Water Resources Center  
Writing Center

## APPENDIX C

### Letter of Understanding

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#### Between Minnesota State Colleges and Universities and Inter Faculty Organization Grievances

The parties to this Agreement agree that with respect to filing and processing of grievances the implementation of the Agreement between the Minnesota State University Board and the Inter Faculty Organization effective July 1, 2015, to June 30, 2017, shall be as follows:

1. Any grievance which was filed in an otherwise timely fashion prior to the date of ratification of the 2015-2017 Agreement will be subject to interpretation in accordance with the 2013-2015 Agreement between the parties, and shall not be made invalid solely by any changes in the 2015-2017 Agreement.
2. Any act or omission by any administrator which occurred prior to the date of ratification of the 2015-2017 Agreement shall not be considered a basis for a valid grievance solely because of alleged violations of the 2015-2017 Agreement, but shall be the basis for a valid grievance, if filed in a timely fashion, if the allegation is that there was a violation of the 2013-2015 Agreement in effect at that time, except as otherwise provided in paragraph 1 of this Letter of Understanding.

Brent Jeffers, Chair, IFO Negotiating Team	Date
James Grabowska, IFO President	Date
Patrice Arseneault	Date
Christopher Dale, Chair, MnSCU Negotiating Team	Date

## **APPENDIX D**

### **Department of Employee Relations - Definition of Same Sex Domestic Partner for Insurance Purposes**

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A domestic partnership is defined as a relationship between an employee and another adult of the same sex, in which the parties, hereinafter called domestic partners:

1. Have entered into a committed interdependent relationship with each other;
2. Are jointly responsible for each other's basic common welfare;
3. Share a common residence and intend to do so indefinitely;
4. Are not related by blood or adoption such that would prohibit marriage in Minnesota; are neither married nor registered in another domestic partnership; and
5. Are legally competent and qualified to enter into a contract.

"Joint responsibility" means that each partner agrees to provide for the other partner's basic living expenses if the partner is unable to provide for himself or herself.

"Basic common welfare" includes food, shelter, and health care.

"Share a common residence" means that two (2) people share the same place to live. It is not necessary that the legal right to possess the common residence be in both of their names. Two (2) people may have a common residence even if one (1) or both persons has an additional place to live. Domestic partners do not cease to live together if one (1) partner leaves the common residence but intends to return, including but not limited to, periods of time left for long-term or short-term medical care, sabbaticals, or employment.

## **APPENDIX E**

### **Position Description for Department Chair**

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The specific manner in which a Department Chair carries out the duties set forth in Section B, Article 20, will vary according to such matters as department size, and pertinent campus departmental policies and procedures. The Department Chair acts on behalf of the department. The following sample position description sets forth the typical duties and responsibilities of the chair but does not constitute supervision under PELRA, Minnesota Statutes § 179A.03, Subd. 17.

1. Develops department budget and administers it according to university, college and department policies.
2. Directs student advising program.
3. Coordinates department interactions with student organizations.
4. Coordinates department student recruitment activities.
5. Ensures that student concerns and complaints are properly addressed.
6. Develops proposed department class schedule and long term schedule for course offerings.
7. Coordinates handling of curricular proposals and new program planning.
8. Chairs department meetings and coordinates department committee activity.
9. Facilitates department planning activities including goal setting and integration with institutional goals and objectives.
10. Prepares reports and other information for college and university administrative officers.
11. Prepares department correspondence.
12. Coordinates department grant and other externally supported activities.
13. Coordinates publication, public affairs and alumni activities.
14. Develops a proposed hiring plan for departmental action and makes recommendations to the Dean, such as position requests.
15. Coordinates department hiring activities.
16. Orients new faculty to department and assists faculty with professional development planning.
17. Directs non-unit employees and student workers.
18. Supports department members in the conduct of other duties such as scholarly activity and community service.

## **APPENDIX F**

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### **IN THE MATTER OF A PETITION FOR CLARIFICATION OF AN APPROPRIATE UNIT**

June 5, 1992

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Inter-Faculty Organization, St. Paul, Minnesota

- and -

Minnesota State University System, St. Paul, Minnesota

- and -

Minnesota State University Association of Administrative and  
Service Faculty, Mankato, Minnesota

BMS Case No. 92-PCL-2142

PREPARED BY: Janet L. Johnson,  
Representation Specialist

### **UNIT CLARIFICATION ORDER**

#### **INTRODUCTION**

On May 26, 1992, the State of Minnesota, Bureau of Mediation Services (Bureau), received a Letter of Understanding, signed by Ms. Mary Hickerson, President, on behalf of the Inter-Faculty Organization, St. Paul, Minnesota (IFO); Mr. Richard Wheeler, President, on behalf of the Minnesota State University Association of Administrative and Service Faculty, Mankato, Minnesota (MSUAASF); and Mr. Craig M. Ayers, Associate Vice-Chancellor, on behalf of the Minnesota State University System, St. Paul, Minnesota (Employer).

#### **STIPULATION OF THE PARTIES**

As evidenced by the signing of the Letter of Understanding, the parties agree to abide by the criteria outlined in the Letter of Understanding (attached hereto) in determining the proper bargaining unit assignment of employee classifications under Minn. Stat. 179A.10, Subd. 4.

Unit Clarification Order  
BMS Case No. 92-PCL-2142  
Page 2. June 5, 1992

FINDINGS AND ORDER

1. The Stipulation of the Parties is appropriate.
2. The Bureau shall use the agreed to standards in processing unit clarification requests under Minn. Stat. 179A.10, Subd. 4.

**STATE OF MINNESOTA**  
Bureau of Mediation Services

**PETER E. OBERMEYER,**  
Commissioner

JLJ

cc: Mary Hickerson  
Craig Ayers  
Nancy McClure  
Richard Wheeler

## **Letter of Understanding**

### **MINNESOTA STATE UNIVERSITY SYSTEM**

#### **Unit Determination Criteria -- Typical Position Duties IFO/MSUAASF/EXCLUDED within MSUS**

The parties hereto have entered into the following letter of understanding as a means of providing guidance in determining the proper bargaining unit for placement of certain positions.

#### **Purpose**

These criteria provide a method to determining which unit is the primary unit when positions are a mixture of significant portions of work found in 2 or more units. They are not intended to modify the unit threshold requirements for inclusion in a bargaining unit found in Minnesota Statutes, 179A.03, Subd. 14, "Public Employee."

#### **Basic Duty Statement**

##### **IFO**

Their primary duties involve classroom teaching for credit generation, academic librarian tasks, academic counseling and academic advising (as defined below)

##### **MSUAASF**

Their primary duties include administration and service functions to students, the university, and the community.

#### **Counseling**

##### **IFO**

Personal Counseling  
  
Psychological counseling  
  
Psychiatric counseling

##### **MSUAASF**

Counseling administration  
  
Counseling Center management

#### **Advising**

##### **IFO**

Academic discipline related advising.  
  
Academic discipline progress advising.  
  
Academic discipline degree completion advising.  
  
Requirements for majors, minors and graduation in an academic discipline advising.

##### **MSUAASF**

Non-academic discipline related advising.  
  
Transfer advising  
  
Interpretation and Application of established policy and procedure in advising.

### **Credit Generation/Teaching**

#### **IFO**

Positions in which State of Minnesota Department of Education teacher licensure or certification is required.

Positions which involve direct classroom teaching of fourteen (14) quarter hour credits per academic year.

Teaching that generates credit hours.

Evaluation of satisfactory completion of an internship or practicum that is for credit.

#### **MSUAASF**

In service and skills teaching that is offered for no academic credit.

May supervise a student in the completion of an internship or the practicum.

### **Tutoring**

#### **IFO**

Director tutoring of student on an academic subject area.

#### **MSUAASF**

Tutoring administration and management.

Tutoring of skills that are not related to a specific academic discipline.

### **Grants/Research**

#### **IFO**

Research related to an academic discipline.

Administration of grants related to an academic discipline.

#### **MSUAASF**

Research not related to an academic discipline.

Grants related to administrative or service functions.

University research department administration and management.

### **Coaching**

#### **IFO**

All coaching responsibilities

#### **MSUAASF**

### **Workload**

#### **IFO**

Normally defined in credit hours or equivalent for non-instructional or days academic work.

Normally work an academic year.

#### **MSUAASF**

Normally defined in months or duty days.

Normally work a fiscal year.

### **Service**

#### **IFO**

Services that are discipline related teaching functions.

#### **MSUAASF**

Provide direct services that are non-teaching and are not related to a particular academic discipline.

### **Administration**

#### **IFO**

Duties that contain functions which are an integral part of the academic department or program.

May supervise staff other than IFO not to exceed forty-nine (49%) of the position duties.

May include budget coordination of an academic department or program not to exceed forty-nine percent (49%) of the position duties.

#### **MSUAASF**

Budget control.

Personnel management and supervision of staff other than Excluded management and confidential staff.

Plan, direct, and management of support department or programs.

Manage university compliance with applicable laws and regulations.

### **Excluded Administrators & Excluded Professionals**

Subject of the 51% rule, positions shall only be excluded administrative or excluded professional if:

#### **Excluded Administrator:**

1. The position meets the managerial test in Minnesota Statutes 43A.02, Subd. 28: "...those positions designated pursuant to section 43A.18, subdivision 3 as being accountable for determining, securing and allocating human, financial, and other resources needed to accomplish objectives. Positions in this category also are accountable for determining overall objectives, priorities, and policies within a program area. Higher level positions in this category handle significant and involved

relationships with governmental leadership. Incumbents of these positions have the authority to exercise discretionary powers on a regular basis," and

2. The position creates or formulates, influences or manages policy or directs the enterprise, and
3. The position is responsible for making key operating decisions high up in the enterprise on an on-going basis, or specifically delegates them to others responsible to the position, and
4. The position does not devote significant amounts of time to approving leave, administering work schedules, or directing work procedures and regimens, or
5. The position is responsible for deciding or making administrative recommendations for tenure, promotion, non-renewal or permanency status of faculty and/or administrative and service faculty, or
6. The position manages academic and administrative and service faculty labor and employee relations.

**Excluded Professional:**

1. The position reports directly to the President or Chancellor, or to a Vice President, Associate or Assistant Vice President, Deputy or Vice Chancellor or Associate Vice Chancellor, Dean or Provost, and provides confidential advice to the Board, the Chancellor, the President or Provost, and serves on the system or, campus management team performing duties which involves significant discretion and substantial involvement in the development, interpretation and implementation of academic policy, and requires loyalty and compatibility with the Chancellor, President or Provost.

**Implementation**

These Unit Determination Criteria shall not result in the removal of any current employee from his/her current Unit assignment, but shall be used to determine unit placement upon replacement of any position after adoption of these criteria by the Minnesota Bureau of Mediation Services.

**Assignment of Duties from Another Unit**

Employees of the unit represented by IFO or by MSUAASF, administrator and excluded professional unit, or the excluded, may be assigned duties that would normally be assigned to employees in another unit. If the non-primary unit assigned duties exceed 49% of the position duties, then the position shall be reviewed by the two units involved and the Chancellor's Office representative to determine whether duties should be removed or percentages assigned reduced, or whether it should be placed in another unit.

As position duties get close to the 49% limit, a position will be re-evaluated to make sure that the position is assigned to the appropriate bargaining unit.

Every position must specifically state at least 51% of the duties that would place the position within a single bargaining unit.

**No Waiver**

None of the parties to this Agreement have in any way waived the right to request unit clarification or other action from the Minnesota Bureau of Mediation Services on any single position or positions to which the agreed-upon criteria is applied. Each party expressly reserves the right to challenge factual determinations relative to these criteria.

In Witness Whereof the Parties have set their Hands this \_\_\_\_ day of \_\_\_\_\_, 1992.

**FOR the IFO:**

---

Mary Hickerson, President

Dated:

**FOR MSUAASF:**

---

Richard Wheeler, President

Dated:

**FOR the MSUS:**

---

Craig M. Ayers, Associate Vice Chancellor

Dated:

**BUREAU OF MEDIATION SERVICES  
REPRESENTATION CASE - REPORT/COVER SHEET**

**Case No. 92-PCL-2142  
Date of Petition 5-25-92  
Date Received 5-26-92**

Name of Petitioner: Inter-Faculty Organization  
Address: 412 Sherburne Ave., St. Paul, MN 55103 Phone: (612) 227-9541

Name of Representative: Mary Hickerson, President  
Address: Same as above

Name of Other Party: State University System  
Address: 555 Park St., Ste 230., St. Paul, MN 55102 Phone: (612) 296-2844

Name of Representative: Craig Ayers, Assoc. Vice Chancellor  
Address: Same as Above

Other Parties cc: Richard Wheeler, President  
MN State Univ Assn Admin & Service Faculty  
MS Box 30  
Mankato, MN 56002-8400  
507-389-1011

Nancy McClure, Deputy Commissioner  
State of MN - DOER  
200 Centennial Office Bldg.  
658 Cedar St.  
St. Paul, MN 55155  
612-296-2516

Addendum: The Parties recognize that the current Personnel Plan for MnSCU Administrators does not provide an appointment category for Excluded Professionals.

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## APPENDIX G

### Guidelines for Evaluation

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Evaluation focuses on the five criteria set forth in Article 22, Section B, of the Agreement. This Appendix provides guidance regarding some of the types of evidence which may be considered appropriate for addressing each category, both for the department/unit in developing its goals and objectives and for the individual faculty member in preparing his/her Professional Development Plan (PDP) and Professional Development Report (PDR). It is recommended that each campus, through the meet and confer process, review this Appendix to assess how it meets institutional needs and where there are other forms of information and data which could be taken into consideration.

**Criterion 1.** Demonstrated ability to teach effectively and/or perform effectively in other current assignments. The universities of the Minnesota State Colleges and Universities (MnSCU) are teaching institutions where scholarly and creative activity informs and connects disciplines and student learning.

For teaching faculty, effective teaching shall be the principal proportion of the five criteria considered in evaluation. Effective teaching begins with well informed and intellectually engaged faculty who are current in their disciplines and their pedagogies and who understand relationships among disciplines. Because teaching embraces activities and responsibilities beyond classroom instruction, evaluation may address effectiveness in course development, interdisciplinary course or program development and delivery, curriculum design, instructional innovation, ability to organize, analyze and present knowledge, instructional advisement and other such related activities.

The faculty member's PDR should include evidence in support of the foregoing. Faculty are encouraged to include student assessments as evidence of ability to teach effectively. Evidence of teaching/performance effectiveness may include, but is not limited to:

- Developing and using quality syllabi
- Developing and updating course content
- Developing and updating curriculum
- Providing student assessments of teaching effectiveness
- Providing peer evaluations and reviews of teaching effectiveness
- Developing and using measures to evaluate student progress and learning outcomes
- Meeting relevant accreditation or other professional standards
- Incorporating multicultural, anti-oppression, and/or inclusion perspectives in teaching methods
- Demonstrating the nature and quality of assignments
- Incorporating pedagogical approaches
- Providing course assistance to students
- Reviewing, revising and updating courses and teaching approaches
- Providing timely feedback to students
- Receiving and/or being nominated for teaching awards

Evidence of effectiveness regarding non-teaching assignments will differ depending on the assignment.

**Criterion 2.** Scholarly or creative achievement or research. This category supports one's teaching and contributes to one's special field of knowledge. The advancement of knowledge and education calls for many kinds of scholarship/creative activity/research. Each may require a different approach. Evidence of success in meeting this criterion may include, but is not limited to:

- published works
- works in progress
- unpublished reports
- abstracts
- research briefs
- letters to the editor published in disciplinary and professional journals
- software and other technologically delivered academic products
- other scholarly works
- submitting and/or receiving patents
- delivering presentations at professional meetings
- applying for, writing, receiving and reporting on grants
- receiving and/or being nominated for scholarly awards
- presenting invited lectures
- participating in panels and symposia
- participating in policy analysis
- playing an editorial or advisory role for professional journals or publications
- participating on evaluation panels for research funding
- participating in exhibitions, juried shows, musical or theatrical performances
- consulting
- writing accreditation reports
- conducting research projects
- contributing to/assisting in the scholarly growth of students, peers and other scholars
- researching multiculturalism, anti-oppression, and/or inclusion topics
- acceptance of grants and/or the faculty member's participation in a contract between the university and an external third-party

**Criterion 3.** Evidence of continuing preparation and study. Faculty are expected to engage in activities that enhance their ability to perform their duties, given the changing nature of their disciplines and changing techniques of instruction and scholarship. Continued preparation and study is a fundamental component of professional development that can be integrated into any and all areas of professional activities. Evidence of success in meeting this criterion may include, but is not limited to:

- remaining current in one's professional discipline and/or special field of study
- participating in seminars, workshops and continuing education courses, and/or formal education/study
- attending professional meetings and conferences

- engaging in structured study leading to development of experimental programs, curricular proposals or revisions, and ongoing revisions to course syllabi or instructional methods reflecting currency in the discipline or its pedagogy
- participating in accreditation processes
- studying multicultural, anti-oppression, and/or inclusion topics

**Criterion 4.** Contributions to student growth and development. Faculty are expected to support student learning and growth. Contributions to student growth can be infused into any and all areas of professional activities. Evidence of success in meeting this criterion may include, but is not limited to:

- developing student-centered curricula
- providing academic and/or career advising
- contributing to student retention and graduation
- participating in and supervising any and all levels of student-based research or creative activity
- mentoring students
- serving or advising student clubs, organizations or societies
- assisting students seeking
  - graduate and professional study
  - scholarships, fellowships, practica and internships
  - employment
- providing information
- providing letters of recommendation
- developing community and business partnerships to enhance job placements
  - applied liberal arts opportunities
- working with students in multicultural, anti-oppression, and/or inclusion topics and efforts

**Criterion 5.** Service to the university and community. Faculty responsibilities extend beyond the classroom to areas such as the program, department, college/division, university and greater community. Evidence of success in meeting this criterion may include, but is not limited to:

- serving on and contributing to program, department, school/college, university, and system committees and governance
- mentoring colleagues and students
- performing leadership roles within the university and/or system
- participating in accreditation, program review, and assessment
- fostering alumni relations and promoting university advancement
- recruiting and retaining students
- delivering special university lectures, seminars, workshops or development activities
- serving on regional, national and international professional bodies
- participating in and consulting with community organizations
- providing community presentations and outreach
- developing and supporting community partnerships
- developing and supporting international programs and partnerships with universities and educational service organizations

- working with the community and/or campus in multicultural, anti-oppression and/or inclusion topics and efforts

Clearly, an array of relevant information and data may be used as evidence in all five criteria.

## APPENDIX H

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### LETTER OF UNDERSTANDING

Between the  
Inter Faculty Organization  
and the  
Minnesota State Colleges and Universities

This Letter of Understanding (LOU) is made and entered into by and between the Minnesota State Colleges and Universities and the Inter Faculty Organization (IFO) for the purposes of resolving certain disputes concerning provision in Article 16 of the current Collective Bargaining Agreement (Agreement).

**WHEREAS**, Article 16 § D, Subd. 2, of the Agreement provides as follows: “Faculty members hired after June 30, 1996 shall not be eligible for [the] early separation incentive” (referred to as the “sunset provision”); and

**WHEREAS**, the IFO contends that the faculty members with any employment with the state universities prior to June 30, 1996, remain eligible for the ESI benefit despite the operation of the sunset provision; and

**WHEREAS**, the Employer rejects the IFO’s interpretation of the sunset provision and contends that faculty members hired after June 30, 1996, are ineligible for the ESI benefit, regardless of prior employment with the state universities:

**Now Therefore**, the parties hereto, acting through their respective agents, do hereby stipulate and agree as follows:

1. The following principles shall govern the application of Article 16 § D, Subd. 2 of the Agreement:
  - a. General Eligibility: Faculty members in the IFO unit are eligible to receive the Early Separation Incentive (“ESI”) benefit if they enjoyed an employment relationship as a faculty member in unit 209 during spring and fall terms of calendar year 1996 and have been continuously employed since July 1, 1996. (For purposes of Article 16, Section D, the Employer will treat faculty members who have experienced a change in their appointment status (i.e., fixed-term to probationary, etc.) but otherwise maintained continuous employment with the state universities as satisfying the continuous employment requirement).
  - b. Special Eligibility: Faculty members who do not meet the general eligibility requirements may still be eligible for the ESI benefit if and only if they meet the following criteria:

- c. Faculty members who are re-hired after June 30, 1996, but before July 1, 2000, who had at least two years of service as a state university faculty member, administrator or as an employee in bargaining unit 211, if such service occurred between July 1, 1991 and July 1, 1996. For purposes of this benefit a year of service means the employee worked throughout each quarter or each semester of the academic year. To qualify for this special eligibility, faculty members must have continuous service with the state universities from the date of re-hire until separation.
- d. Resolution of Claims. All claims held by the IFO relating to the interpretation of Article 16 § D, Subd. 2 of the IFO Agreement, including but not limited to IFO grievance case nos. 05SY02, 06SY01, and 06SY02, are hereby resolved and settled.

**Knowing and Voluntary.** The parties acknowledge that they have carefully read and fully understand the terms of this LOU, and that they are voluntarily entering into this LOU.

**Entire Agreement.** The parties agree that this LOU constitutes the entire agreement between the parties on the matters discussed herein. This LOU fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter contained in this LOU. Except as described in this LOU, there were no inducements or representations leading to the execution of this document.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
Christopher Dale Date  
System Director for Labor Relations

\_\_\_\_\_  
Patrice Arseneault Date  
Acting Director of Labor Relations

\_\_\_\_\_  
Mary E. Leary Date  
Associate Vice Chancellor for Labor Relations

\_\_\_\_\_  
Nancy Black Date  
IFO President Labor Relations

## Appendix I



### THE INTER FACULTY ORGANIZATION

SERVING THE FACULTY OF THE MINNESOTA STATE UNIVERSITIES

---

April 23, 2002

Mr. Christopher Dale  
System Director for Labor Relations  
MnSCU, 700 World Trade Center  
30 East Seventh Street  
St. Paul, MN 55101

Re: Calculation of Years of Service for Career Steps

Dear Mr. Dale:

In accordance with your suggestion to Wil Harri on Monday, April 22, I am sending you this letter to acknowledge our agreement on a protocol to use for the determination of years of service for purposes of career step movement on the salary schedule.

It is my understanding that the following procedures will be followed:

With respect to NTTs, fixed-term faculty, and faculty with athletic appointments, all years of continuous service will be counted on an FTE basis for purposes of career steps eligibility. Any continuous service provided by a faculty member with an NTT, fixed-term, or athletic appointment on an adjunct basis will be counted on an FTE basis provided there has been no break in service.

Faculty members who have been retrenched and reassigned to another university shall have all years at both universities, including the period between assignments, recognized for purposes of career steps eligibility.

Faculty who have resigned from one university and been employed by another university with no break in service will have all years of service at both universities counted unless they resigned and negotiated a higher salary at the new university. Normal step progressions for returning faculty and promotion steps would not be considered a renegotiated salary placement.

An appointment to another position at their current university following a resignation of the faculty member from their previous position shall be regarded as a break in service if the faculty received a higher salary other than the normal step progressions for returning faculty and promotion steps. In such cases the years of service prior to the resignation shall not be counted for purposes of the career steps.

The Inter Faculty Organization is the exclusive representative of the faculty of the Minnesota State Universities.  
Blair Arcade - Suite 8 · 165 Western Avenue North · Saint Paul, MN 55102-4613  
Phone: (651) 227-8442 or (800) 325-9644 Fax: (651) 227-0505  
Website: [www.ifo.org](http://www.ifo.org) Email: [ifo@ifo.org](mailto:ifo@ifo.org)

Mr. Christopher Dale  
April 23, 2002  
Page 2

Aside from the above exceptions, if there has been a break in continuous service as defined in Article 29, Section A, Subd. 3, the years of service worked before the break shall not be counted for purposes of the career steps.

Article 29, Section A, Subd. 3 provides:

Subd. 3. Continuous Service. Continuous service shall commence on the first duty day an individual begins employment service with a State university and shall be interrupted only by separation because of resignation, non-renewal or dismissal for just cause. A leave of absence pursuant to Article 17 or 18 shall not interrupt continuous service except where expressly limited in Article 18.

Unusual situations not described above will be considered on a case-by-case basis. Deviations from the understanding set forth in this document will occur only pursuant to a Memorandum of Agreement (MOA) between the IFO and MnSCU.

The above calculations for years of service apply only to eligibility for career steps.

Thank you for your assistance with implementation of this new provision in our Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank Conroy", with a stylized flourish at the end.

Frank Conroy  
Director of Labor Relations

## Appendix J

### Letter of Understanding

This Letter of Understanding ("LOU") is entered into between Minnesota State Colleges and Universities (the "System") and the Inter-Faculty Organization ("IFO") to set forth the parties' agreed upon modification of Article 11 § G of the 2003-05 Master Collective Bargaining Agreement ("IFO Agreement") between the parties. Therefore, the following is mutually agreed to by the undersigned parties.

**Whereas**, Article 11 § G of the IFO Agreement provides that "[a]t such time as the Minnesota State Retirement System makes available the use of Health Reimbursement Arrangement (HRA) accounts, and if feasible, the parties agree to enter into a Letter of Understanding (LOU) providing that the Employer contributions described in this Section will be made to HRA accounts;" and

**Whereas**, as the Minnesota State Retirement System (MSRS) has declined to administer an HRA Plan as described in Article 11 § G; and

**Whereas**, MnSCU and the Department of Employee Relations (DOER) are prepared to implement an HRA Plan that will be administered by DOER and MnSCU and which the parties believe will satisfy the requirements of Article 11 § G:

**Therefore**, the parties agree that, pursuant to Article 11 § G, MnSCU may implement the HRA Plan as set forth in the HRA Plan document attached hereto or as it may be amended from time to time. The parties further agree MnSCU will make the Employer contribution described in Article 11 § G as set forth in the attached HRA Plan.

**FOR IFO:**

By: Nancy Black (Date 4/14/05)  
Nancy Black, IFO President

**FOR THE EMPLOYER:**

By: John Shabatura (Date 4/14/05)  
John Shabatura, Associate Vice Chancellor  
for Labor Relations

By: Patrice Arseneault (Date 4/14/05)  
Patrice Arseneault, IFO Equity Advocate and  
Interim Director of Labor Relations.

By: Christopher Dale (Date 4/21/05)  
Christopher Dale, System Director for Labor  
Relations

**A**

Academic calendar .....	17
Academic credentials .....	20, 22, 52, 55
Academic duties .....	3, 21
Academic year .. 6, 10, 13, 15, 16, 17, 18, 20, 21, 23, 26, 27, 32, 33, 34, 36, 37, 38, 42, 44, 45, 46, 48, 49, 50, 51, 52, 53, 54, 55, 56, 71, 72, 73, 74, 75, 78, 82, 85, 88, 91, 92, 123, 124, 133	
Accelerated life .....	108
Access .....	9, 11, 12, 33, 44, 73, 94, 104
Accidental death .....	94, 105, 110
Accrued benefits .....	40, 42
Additional sick leave .....	38
Adjunct .....	3, 27, 39, 40, 53, 54, 59, 62, 89
Administrative leave .....	41, 42, 85
Adoption .....	41, 90, 95, 105, 118, 125
Advantage Benefit Chart .....	99
Affirmative Action Plan .....	1
Aggregate deductions .....	7
Alternative .....	6, 13, 16, 32, 33, 49, 64, 84
Ambulance .....	101
Americans with Disabilities Act (ADA) .....	1
Annual maximum .....	101, 108
Annuitant Employment Program .....	34, 37, 92
Annulment .....	95
Appointment .. 3, 4, 5, 6, 7, 12, 13, 14, 15, 16, 17, 18, 19, 20, 24, 26, 27, 28, 31, 32, 33, 35, 38, 41, 42, 49, 50, 52, 53, 54, 55, 56, 57, 60, 63, 67, 71, 73, 74, 78, 82, 83, 84, 85, 91, 92, 104, 127, 132	
Arbitration .....	2, 74, 80, 81, 88
Assessment of prior learning .....	14
assignment(s) .....	33
Assignment(s) .. 5, 6, 13, 14, 15, 16, 19, 20, 22, 23, 26, 31, 32, 33, 41, 42, 47, 53, 54, 58, 59, 62, 82, 84, 85, 88, 89, 91, 92, 102, 120, 125, 128, 129	
Assistant coaches .....	20
Assistant Professor .....	24, 53, 73
Associate Professor .....	24, 53
Association Membership .....	2, 10
Athletic appointments .....	18, 20
Attrition .....	61, 62
Authorized representative .....	10

**B**

Bargaining unit .. 1, 2, 4, 5, 6, 9, 10, 21, 23, 25, 27, 66, 79, 82, 83, 86, 120, 122, 126, 133	
Basic life .....	92, 94, 105
Basic Life and Accidental Death .....	105
Benefit Level .....	94, 98, 99, 102, 103, 104
Benefit Options .....	98
Benefit(s) .. 10, 17, 21, 23, 24, 25, 33, 34, 35, 36, 37, 40, 42, 43, 46, 53, 63, 67, 74, 76, 78, 79, 83, 86, 89, 92, 94, 95, 96, 98, 100, 101, 102, 103, 104, 105, 106, 108, 109, 110, 132, 133	
Bereavement leave .....	40

Blue Cross Blue Shield .....	101
Board .....	1, 3, 4, 8, 11, 34, 83, 117, 125
Board of Trustees .....	1, 3, 4
Brand name drugs .....	101
Budgets .....	9
Bureau of Mediation Services (BMS) .....	2, 81, 104, 120, 121, 125, 126

**C**

Calculating teaching load .....	13, 14
Calendar(s) .. 4, 7, 8, 16, 17, 24, 25, 33, 35, 65, 66, 70, 72, 79, 82, 85, 93, 94, 97, 108, 109, 132	
Cancel coverage .....	95
Career steps .....	27
Category/Categories .....	18, 19, 58, 67, 84, 85, 97, 102, 124, 127, 128, 129
Change coverage .....	95, 96, 97
Child/Children .. 4, 25, 39, 41, 55, 78, 90, 91, 95, 96, 102, 108	
Coaches .....	6, 18, 19, 20, 21
COBRA .....	96
Coinurance .....	98, 99, 101
Collective bargaining .....	9, 10, 87
Committee .....	8, 15, 26, 39, 40, 52, 119
Communications .....	60
Community faculty .....	21, 22, 23, 61
Compensation .. 14, 15, 17, 18, 20, 21, 23, 28, 31, 32, 37, 51, 74, 78, 88, 92, 93, 104	
Complaint(s) .....	1, 79, 119
Computation .....	34, 35, 36, 56
Consent .....	2, 17, 32, 75, 86
Continuation of coverage .....	91
Contribution formula .....	93, 94
Copayment(s) .....	98, 100, 101, 103, 107
Counseling Center .....	15, 116, 122
Court reporter .....	2
Court-related leaves .....	40
Coverage options .....	107
Coverage selection prior to retirement .....	97
Criteria .. 6, 17, 22, 25, 26, 44, 48, 57, 58, 59, 60, 69, 71, 120, 122, 125, 126, 128, 131, 132	
Cross-rostering .....	84, 85

**D**

Dean .....	5, 12, 22, 57, 58, 60, 61, 79, 119, 125
Death .. 35, 36, 37, 38, 40, 52, 61, 89, 95, 106, 108, 109, 110	
Deductible .....	89, 99, 101, 103, 107, 108
Definition .....	82
Delay .....	76
Delegate Assembly .....	17
Denial of tenure .....	70, 71
Dental .. 23, 25, 35, 42, 88, 89, 91, 92, 93, 94, 95, 96, 97, 107	
Department chair .....	28, 33, 47, 48, 51, 55, 60
Department recall .....	4
Departments .. 22, 37, 47, 48, 49, 55, 60, 61, 62, 63, 75, 84, 86	
Dependent care .....	23, 25

Dependent grandchild.....	90, 95
Dependents ...	78, 89, 91, 95, 96, 98, 99, 100, 101, 104, 105
Directors.....	18, 51
Disability coverage .....	23, 96, 109, 110
Disciplinary action .....	67
Discrimination .....	1, 2, 50
Dismemberment coverage.....	94, 105, 110
Dismissal.....	67, 68, 83
Dispute(s) .....	2, 4, 26, 48, 79, 81, 103, 132
Divorce .....	95
Domestic partner .....	4
Duty day(s) 7, 8, 9, 10, 15, 16, 17, 18, 20, 32, 38, 39, 48, 49, 75, 91, 124	
Duty Day(s) .....	4

## E

Early notification of retirement.....	24
Early retirement .....	36, 37
Educational leave .....	41, 85, 92
Effective date of coverage.....	94, 96, 97, 108, 109
Electronic listening .....	2
Eligibility ....10, 17, 23, 25, 36, 37, 46, 48, 88, 89, 91, 92, 93, 95, 96, 132, 133	
Emergency.....	40, 99, 100
Employee contribution.....	93
Employer contribution .....	89, 90, 91, 92, 93, 94, 105
Exclusive representative .....	2, 5, 80, 82, 104
Exclusive right.....	2
Expectations .....	69
Expense accounts .....	25
Extended appointments.....	49
Extended benefits .....	106
Extended leave(s) .....	42
Eye exams.....	100

## F

Facilitate .....	41, 64
Faculty .....	28
Fall semester .....	27
Family Medical Leave Act (FMLA) .....	42, 93, 95, 110
Final jurisdiction .....	1
Fixed-term appointments .... 4, 7, 16, 18, 19, 21, 23, 35, 38, 39, 40, 48, 53, 54, 62, 78, 83, 132	
Forensics .....	21
Frequency .....	58, 69, 97

## G

General leaves.....	41
Grandparented Diabetic Group.....	101
Group Insurance Program 25, 88, 89, 90, 91, 92, 96, 97, 98, 105	

## H

Head coaches .....	59
Health Care Savings Plan (HCSP) .....	25, 37, 38, 105

## I

Immediate supervisor 27, 46, 48, 57, 59, 61, 68, 70, 71, 72, 73	
Implementation.....	9, 33, 34, 104, 125
Indemnify .....	7, 34
Individual Eligibility .....	36
Initial Assignment .....	53
Initial effective date .....	94, 96, 97, 108, 109, 110
Institutional designation .....	37
Instruction .....	6, 13, 15, 21, 32, 128, 129
Instructor.....	24, 30, 31, 53, 73
Insulin .....	101
Insurance coverage .....	25, 89, 96, 108, 109
Insurance eligible .....	88, 94, 105
Interactive television.....	14
Investigative suspension .....	68

## J

Judgments .....	7, 34
Just cause .....	67, 68, 83

## L

Layoff...35, 42, 61, 62, 63, 64, 65, 66, 67, 83, 92, 93, 96, 97, 110	
Leaves.....	38, 41, 42, 46, 85, 93
Legal marital status .....	95
Legal separation .....	95
Librarians/Media faculty .....	6, 15
Life insurance .....	96, 106, 108, 109
Lifetime maximum .....	103, 108
Limitation(s) .....	3, 11, 12, 13, 77, 107, 110
Limited ....8, 9, 11, 12, 21, 28, 32, 44, 51, 53, 62, 68, 74, 78, 83, 104, 110, 118, 128, 129, 130, 133	
Lockout(s).....	11, 95
Long-term disability insurance.....	109
Loss of coverage.....	96

## M

Maintenance .....	11, 12, 15, 90, 91, 105, 107
Mechanical .....	114
Medicaid/Medicare .....	89, 91, 96, 97
Medical.....	25, 38, 96, 97, 98, 99, 104, 110, 118
Meet and confer1, 6, 8, 9, 15, 17, 22, 33, 47, 49, 50, 51, 59, 61, 63, 69, 73, 103, 104, 128	
Meet and Negotiate .....	5
Membership .....	2, 7
Military leave.....	85
Minimum salary .....	27, 28

Minimum step .....	24
Minnesota Advantage Health Plan (Advantage) .....	98
Minnesota Public Employment Labor Relations Act (MPELRA) .....	2, 5, 88
Minnesota Statutes ....	4, 7, 8, 11, 17, 33, 34, 35, 37, 39, 40, 42, 74, 79, 89, 92, 104, 105, 119, 124
Mutual obligations .....	5

## N

Negotiation(s).....	2, 9, 87
New faculty .....	24, 52, 108, 119
Non-instructional .....	32, 124
Non-teaching faculty .....	15
Non-tenure track (NTT) .....	5, 23, 35, 54, 74, 78, 83
Notice of vacancy/vacancies .....	52, 64, 65, 66

## O

Off-campus credit instruction .....	14
Office visit.....	99
Open enrollment.....	94, 95, 96, 97, 98, 100, 103, 110
Optional coverages.....	107
Optional life.....	23
Oral reprimand.....	67, 68
Orthodontia.....	108
Out-of-pocket.....	100, 101, 103, 107
Outpatient.....	99, 100, 102
Outplacement service .....	67
Overload.....	13, 14, 15, 31, 32, 54

## P

Paid leaves of absence .....	44
Paid-up life insurance policy .....	109
Parental leave.....	41, 42, 85
Part-time faculty .....	26, 34, 38, 46, 56
Permanent position.....	53
Permanent residence .....	102
Personnel file(s).....	7, 11, 12, 60, 61, 68
Phased retirement .....	33, 34, 44, 92
Pilot programs .....	104
Placement .....	24, 25, 41, 53, 55, 67, 90, 95, 122, 125
Plan administrator.....	94, 98, 99, 102
Policy .....	1, 2, 8, 9, 59, 104, 106, 109, 110, 122, 125, 129
Political activities/views .....	2
Prescription .....	100, 101, 103
Pre-tax.....	25
Primary care clinic .....	94, 98, 100, 103
Primary care physician .....	100
Probationary appointments .....	55
Probationary faculty member .....	13, 55, 56, 71, 73, 74, 92
Proceedings.....	2, 74, 81
Professional Development Plan (PDP) .....	6, 59, 128
Professional Development Report (PDR) .....	6, 128
Professional improvement .....	6, 43
Professional study and travel.....	6, 44
Professors.....	59

Programs .....	8, 9, 22, 37, 47, 51, 62, 63, 70, 72, 79, 84, 104, 105, 124, 130
Progress report.....	59, 60
Promotions.....	24, 69
Publications .....	28, 64, 129

## Q

Qualifications .....	33, 52, 65
----------------------	------------

## R

Reappointment .....	22, 52, 61
Reassigned time .....	6, 49
Reassignment.....	13, 21, 62, 65, 66, 83
Recall.....	50, 51, 63, 64, 66, 67, 83
Recommendations ...	8, 9, 12, 22, 28, 47, 48, 52, 55, 59, 61, 62, 70, 71, 72, 73, 119, 125
Recording devices .....	2
Reduction in hours .....	40, 62, 67, 79, 93, 104, 110
Regular academic year .....	38, 49, 51, 82, 88, 91, 92
Release time.....	7, 10, 77, 85, 105
Removal.....	12, 51, 125
Renegotiate.....	16, 18
Replacement .....	10, 54, 81, 101, 110, 125
Research.....	2, 3, 7, 12, 15, 28, 45, 58, 76, 77, 123, 129, 130
Resident faculty.....	7, 13, 16
Retirement ...	23, 24, 33, 34, 35, 36, 37, 52, 61, 89, 97, 105, 109
Retraining.....	40, 62, 64
Retrenchment .....	56, 61, 64, 65, 66, 67, 83
Rights.....	11, 33, 34, 40, 42, 48, 63, 64, 65, 66, 67, 83, 85, 86, 96

## S

Sabbatical leave.....	7, 10, 45, 46, 63, 64, 67, 85, 89, 92
Salaries .....	18, 23, 25, 26, 27
Salary equity.....	25
Salary schedule.....	23, 24, 25, 26, 27, 42, 53, 67
Schedule.....	15, 16, 20, 24, 33, 34, 37, 45, 49, 58, 59, 69, 73, 119
Search.....	19, 49, 52, 65, 66, 86
Seniority roster.....	27, 83
Separation from service .....	38
Service area.....	94, 100, 102
Short-term.....	32, 104, 109, 110, 118
Sick leave.....	4, 7, 36, 38, 39, 40, 67, 78, 85, 93, 97
Special coverage.....	101
Special eligibility.....	88, 92, 132
Special service networks .....	102
Spouse .....	4, 25, 39, 40, 78, 89, 90, 91, 95, 102, 108, 109, 110
Spring semester.....	3, 24, 33, 34, 51, 59
State Employee Group Insurance Program (SEGIP) ..	88, 98, 101
Step movement.....	24, 26
Strikes.....	104
Student enrollment .....	32

Student teachers .....	15
Summer session .....	32, 33, 38, 49, 84
Sunset.....	132
Supervision .....	12, 15, 32, 119, 124
Suspension .....	68
System .5, 8, 9, 10, 25, 35, 37, 39, 61, 64, 65, 66, 67, 75, 78, 83, 85, 105, 120, 127, 133	

## T

Technical and paraprofessional support .....	14
Temporary staffing.....	54
Temporary vacancies .....	50
Tenure5, 6, 11, 12, 23, 35, 41, 45, 48, 54, 55, 56, 57, 58, 59, 60, 61, 62, 67, 69, 70, 71, 73, 74, 78, 83, 84, 86, 125	
Tenured appointments.....	7, 56
Tenured faculty . 7, 21, 35, 42, 53, 57, 61, 62, 64, 74, 78, 83	
Termination .....	88, 95, 96
Top of the schedule.....	24
Totally disabled.....	89, 106, 109, 110
Transaction(s).....	11, 75
Transcription .....	2
Travel requirements.....	15
Travel time .....	14, 105

## U

Undergraduate .....	13, 14, 15
Unpaid leave of absence .....	93, 95, 96, 97, 110
Unused sick leave.....	36, 39, 67, 78

## V

Vacancy .....	4, 19, 20, 50, 51, 52, 64, 65, 86
Voluntary mediation .....	2

## W

Waiver of premium .....	109
Workload.....5, 10, 12, 13, 14, 15, 17, 18, 19, 21, 23, 31, 32, 33, 34, 39, 54, 56, 77	
Work-related .....	25, 88, 92
Written authorization .....	12
Written reprimand .....	68, 81
Written request.....	9, 12, 34, 55, 56

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MINNESOTA**

KATHLEEN URADNIK,

Plaintiff,

v.

INTER FACULTY ORGANIZATION,  
ST. CLOUD STATE UNIVERSITY,  
BOARD OF TRUSTEES OF THE  
MINNSOTA STATE COLLEGES AND  
UNIVERSITIES,

Defendants.

Case No. 0:18-cv-01895-PAM-LIB

**(PROPOSED) ORDER GRANTING PLAINTIFF'S  
MOTION FOR A PRELIMINARY INJUNCTION**

This matter comes before the Court on the Motion for a Preliminary Injunction filed by Plaintiff Kathleen Uradnik. The Court, having considered the papers filed in support of the Motion and the opposition thereto, finds that Dr. Uradnik is likely to succeed on the merits of her claim, that she will suffer irreparable harm in the absence of injunctive relief, that Defendants will suffer no harm if such relief is granted, and that the public interest favors the entry of such relief.

According, it is hereby ordered that:

- 1) The Plaintiff's Motion for a Preliminary Injunction is GRANTED.
- 2) Until such time as the Court makes a final ruling on the merits, or until otherwise ordered by the Court, Defendants, their respective agents, officers, employees, successors, and all persons acting in concert with each or any of them are hereby ENJOINED AND RESTRAINED from implementing, enforcing, or giving any effect to those portions of Minnesota law and the Defendants' Collective Bargaining Agreement appointing and

recognizing Defendant Inter Faculty Association as the representative of persons who are not members of the Inter Faculty Association.

- 3) This Order shall become effective immediately and shall continue in effect until this Court issues a final judgment in this action or otherwise lifts the preliminary injunction

IT IS SO ORDERED.

Dated: \_\_\_\_\_

By:

\_\_\_\_\_

The Honorable Paul A. Magnuson  
Senior United States District Judge

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MINNESOTA**

KATHLEEN URADNIK,

Plaintiff,

v.

INTER FACULTY ORGANIZATION,  
ST. CLOUD STATE UNIVERSITY,  
BOARD OF TRUSTEES OF THE  
MINNSOTA STATE COLLEGES AND  
UNIVERSITIES,

Defendants.

Case No. 0:18-cv-01895-PAM-LIB

**CERTIFICATE OF SERVICE**

I, Danyll W. Foix, hereby certify that on July 31, 2018, the Notice of Motion for Preliminary Injunction, Notice of Hearing on Motion for Preliminary Injunction, and Memorandum of Points and Authorities in Support of Motion for a Preliminary Injunction, in above-captioned matter, was filed using the Court's CM/ECF system.

In addition, on July 31, 2018, I caused a copy of the foregoing documents (and the notice of electronic filing) to be mailed by first class mail, postage paid, to the following known addresses for Defendants:

Inter Faculty Organization  
490 Concordia Ave, #125  
St. Paul, MN 55103

St. Cloud State University  
720 4th Avenue South  
St. Cloud, MN 56301

Board of Trustees of The Minnesota State Colleges and Universities  
30 East 7th Street  
St. Paul, MN 55101

Dated: July 31, 2018

/s/ Danyll W. Foix  
Danyll W. Foix (MN Bar 0285390)  
BAKER & HOSTETLER LLP  
1050 Connecticut Ave., N.W.  
Washington, DC 20036  
(202) 861-1596 (phone)  
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