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Location: **MN**

Employer Name: **Minnesota State Colleges & Universities (Faculty)**

Union: **Inter Faculty Organization (IFO)**

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IFO
Inter Faculty Organization

2005-2007 Master Contract

between the

Minnesota State College and University
Board of Trustees
and the
Inter Faculty Organization

October, 2005

Minnesota State Colleges and Universities
Office of the Chancellor
Labor Relations Division
30 7th Street East, Suite 350
St. Paul, Minnesota 55101

Master Agreement 2005-2007

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 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. 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.

Section B. P.E.L.R.A. P.E.L.R.A. shall mean the Minnesota Public Employment Labor Relations Act of 1971, as amended.

Section C. Employer. Employer shall mean the Board of Trustees of the Minnesota State Colleges and Universities, also referred to as MnSCU.

Section D. Administration. Administration shall mean the Chancellor of the Minnesota State Colleges and Universities, university presidents, and designees.

Section E. 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.

Section F. IFO. IFO shall refer to the exclusive representative.

Section G. Association. Association shall mean the local IFO chapters (Faculty Associations) at each university.

Section H. President. President shall refer to the presidents of each university.

Section I. Chancellor. Chancellor shall refer to the Chancellor of the Minnesota State Colleges and Universities.

Section J. **Board of Trustees of the Minnesota State Colleges and Universities**. Board of Trustees of the Minnesota State Colleges and Universities or Board shall mean the Board of Trustees of the Minnesota State Colleges and Universities.

Section K. 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 P.E.L.R.A.

Section L. 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.

Section M. Academic Year. Academic Year is defined as beginning with the start of fall semester and ending with the completion of spring semester.

Section N. 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.

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

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

Section Q. **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.

Section R. 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.

Section S. **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).

Section T. 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.

Section U. 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.

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

Section W. Domestic Partner. Domestic partner shall mean domestic partner as defined by the Department of Employee Relations.

Section X. Cohort. A group of students, committed to an academic program, who take the same courses at the same time and location with the same instructor(s) throughout the program. Courses provided by alternative delivery modes, such as ITV or web-based instruction, are considered to be delivered in the same location.

ARTICLE 6
Association Rights

Section A. Dues Check-Off.

Subd. 1. The Employer agrees to cooperate with the Department of Finance 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 print and distribute final copies of the Agreement. If the final copies are received by the IFO within 30 days after execution and legislative or legislative commission approval, then the IFO shall reimburse the Employer for all reasonable costs of printing the final copies of the Agreement. If the copies are received between 31 and 45 days after execution and legislative or legislative commission approval, the IFO shall reimburse the Employer for half of the reasonable costs of printing the final copies of the Agreement.

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 (200) 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 the rates and consistent with the provisions of Article 19, Section C, Subd. 3-7.

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.

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. 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. 2. Advising.

a. Normally, the faculty member will be responsible for ten (10) hours weekly for student advising and other contacts with students, at times and approved locations, either on or off campus, posted at the faculty member's office.

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 release 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 ten cents ($.10) for each mile traveled. Effective July 1, 2002, 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 shall be reached after consultation between the President/designee and the department. Compensation for faculty involved in assessment of prior learning shall be either seventy five dollars ($75) or eighteen dollars and seventy-five cents ($18.75) per credit requested, whichever is greater.

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. 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 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. 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. 3. Limited Appointments. Limited implies a reduced workload during the whole of the academic year, or a full or reduced workload during portions of the academic 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 a four (4) year athletic 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. 5.a. 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. 5.a. of this Section.

c. Head coaches may renegotiate their salaries each time they are eligible for a new four (4) year athletic appointment.

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, 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.

	Coaching Activity as Annualized Percentage of	
Category	**Full Workload**	**Semester Credits**
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. 5.a. 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. 5.d., 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 President pursuant to the local evaluation schedule. Those coaches being renewed beyond a four- (4) year athletic appointment shall be offered either a two- (2) year athletic appointment or a four- (4) year athletic appointment at the discretion of the President. The option of a two- (2) year

appointment shall be exercised not more than once during the duration of the coach's years of service, and when offered, the President will provide the affected head coach with the reasons in writing. 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. 9. Head coaches and Assistant coaches on four (4) year or two (2) year athletic appointments (non-adjuncts) holding the rank of Instructor will be promoted to Assistant Professor effective beginning with their sixth year of employment, unless promoted earlier in accordance with Article 25.

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 two (2) years at a time. No compensation beyond the agreed term of appointment shall be offered.

Section H. Theater Productions.

Subd. 1. Reassigned Time. Each faculty member having responsibility for production of a play 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, 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 M.S. 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 MnSCU/IFO Agreement.

b. Community faculty course instruction payments will begin within one month of the starting date of courses.

The following minimum compensation rates for non-class instruction duties will be in effect:

Internship Supervision	**$41.25 per credit per Student**
Faculty-designed IS	**$30 per credit per Student**
Student-designed IS	**$37.50 per credit per Student**
Assessment of Prior Learning	**$75 per Student or 18.75 per credit, whichever is greater**
Consultation	**$20 per consultation**

Teaching Workshops	**$15 per student**
3-5 hours	**$22 per student**
5+ hours	**Subject to meet and confer**
Other	

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 2000 and twelve thousand, five hundred dollars ($12,500) in FY 2001 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 who wish to be reappointed shall report achievements under Article 22, Section B criteria to the department and Dean at the end of each academic year. 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. Returning faculty members shall be initially placed on the same salary step in the same lane occupied at the end of FY 2005.

Subd. 2. After being placed on the salary schedule as prescribed in Subdivision 1, faculty members who were in the bargaining unit in FY 2005 and who return in FY 2006 shall advance one (1) step on the salary schedule.

Subd. 3. Effective July 1, 2006 faculty members who were in the bargaining unit in FY 2006 and who return in FY 2007 shall advance one (1) step on the salary schedule. Faculty who cannot receive the returning step provided for in this Subdivision because they are at step 49 of the salary schedule shall receive a one-time payment of $2,400 (pro rated by FTE) in lieu of the returning step provided for in this Subdivision.

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 1 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 step 49 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.

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. 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. Effective January 1, 2006, the Employer shall make a lump-sum contribution of six hundred dollars ($600) to each insurance eligible employee's Health Reimbursement Arrangement (HRA) account at the beginning of each calendar year. Expenses arising from the implementation and administration of the HRA Plan shall be paid by the Employer.

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. The Salary Review Committee (SRC) and the Appeals Committee established in the 1992 Letter of Understanding on Salary Equity 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. After the FY 94 review, the SRC will annually review new hires, faculty awarded terminal degrees since the previous annual review, and any other faculty not previously reviewed for possible equity adjustments, and will recommend appropriate placement based on the then current equity grid.

The SRC will complete a new analysis of the salaries of all faculty every four 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 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.

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) 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 (21st) 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 (31st) 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.

Unless extended or modified by the parties to this Agreement, this Section shall sunset on June 30, 2007.

Section L. Minimum Salary Placement. Prior to the step advancements provided for in this Article, the following minimum salary placements shall be applied. Instructors shall not be placed below step eleven (11) of the Instructor lane. Assistant Professors shall not be placed below step sixteen (16). Associate Professors shall not be placed below step eighteen (18). Professors shall not be placed below step twenty (20.

Section M. Adjunct and Community Faculty. Effective Fall Semester 2004, salaries of adjunct and community faculty members covered by this Agreement shall be not less than one thousand one hundred dollars ($1,100) per credit.

Salary Schedule for 2005-2007 Agreement

(Note: Values shown in shaded cells are for calculation purposes only. Individuals are not to be permanently placed on these steps.)

2005-2007 Schedule

Instructor Step	Instructor Salary	Professor Step	Professor Salary	Professor Step	Professor Salary
10	$32,106	2	$32,106	26	$56,678
11	$32,875	3	$32,875	27	$58,036
12	$33,663	4	$33,663	28	$59,428
13	$34,469	5	$34,469	29	$60,852
14	$35,295	6	$35,295	30	$62,310
15	$36,141	7	$36,141	31	$63,803
16	$37,008	8	$37,008	32	$65,331
17	$37,895	9	$37,895	33	$66,897
18	$38,803	10	$38,803	34	$68,500
19	$39,732	11	$39,732	35	$70,141
20	$40,685	12	$40,685	36	$71,823
21	$41,660	13	$41,660	37	$73,544
22	$42,658	14	$42,658	38	$75,306
23	$43,680	15	$43,680	39	$77,110
24	$44,727	16	$44,727	40	$78,959
25	$45,799	17	$45,799	41	$80,851
26	$46,896	18	$46,896	42	$82,789
27	$48,020	19	$48,020	43	$84,772
28	$49,171	20	$49,171	44	$86,803
		21	$50,349	45	$88,884
		22	$51,555	46	$91,014
		23	$52,790	47	$93,195
		24	$54,056	48	$95,428
		25	$55,351	49	$97,715

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 and in Article 13, Section A. 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. 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.

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. A full-time summer session workload shall consist of no more than six (6) credit hours.

Section B. Duty Days. A summer session shall consist of twenty-five (25) assigned duty days, including days when registration, classes, holidays, examinations and grading days are scheduled. Classes need not be scheduled on all duty days.

Normally, a summer session will be five (5) weeks in length but individual courses may be up to six (6) weeks in length. By mutual agreement between the President, the individual faculty member, and the Local Faculty Association, individual courses may be scheduled for more than six (6) weeks. Summer sessions shall not overlap. Classes need not be scheduled on all duty days.

Summer courses established for cohorts will be scheduled through the regular departmental scheduling process. By mutual agreement between the President, the affected faculty member(s), and the Local Faculty Association, cohort courses may be scheduled for more than six (6) weeks.

Normally, summer sessions shall not overlap. However, by mutual agreement between the President, the individual faculty member, and the Local Faculty Association, up to ten per cent (10%) of individual courses at each University may overlap summer sessions. Unless extended or modified by the parties to this Agreement, this provision on summer session overlap shall sunset on June 30, 2007.

Upon agreement with its Local Faculty Association, Metropolitan State University may establish a summer schedule that includes courses spanning two summer sessions.

Section C. Salaries. A faculty member accepting a summer 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.

Section E. Overload. Faculty members who perform teaching assignments in excess of a full-time workload during summer sessions shall receive overload pay as described in Article 12.

ARTICLE 14
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 employee 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. Early Retirement. A faculty member who retires from State service, is not eligible for regular (non-disability) Medicare coverage, has five (5) or more years of allowable

pension service, and is immediately eligible to receive a retirement benefit under Chapter 354B or an annuity under a State retirement program 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. 3., a retired faculty member who receives a retirement benefit under Chapter 354B or an annuity under a State retirement program 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 not legally separated). 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.

b. Children and Grandchildren. An eligible faculty member's unmarried dependent children and unmarried dependent grandchildren: (1) through age eighteen (18); or (2) through age twenty-four (24) if the child or grandchild is a full-time student at an accredited educational institution; or (3) a child or grandchild, regardless of age or marital status who is incapable of self-sustaining employment by reason of mental retardation, mental illness or physical disability and if chiefly dependent on the faculty member for support. The handicapped dependent shall be eligible for coverage as long as she/he continues to be handicapped and dependent, unless coverage terminates under the contract. Children

or grandchildren who become handicapped after they are no longer eligible dependents under (1) and (2) above may not be considered eligible dependents unless they are continuing coverage as a dependent through the employee's prior employer.

"Dependent Child" includes a faculty member's: (1) biological child, (2) child legally adopted by or placed for adoption with the faculty member, (3) foster child, and (4) stepchild. To be considered a dependent child, a foster child must be dependent on the faculty member for his/her principal support and maintenance and be placed by the court in the custody of the faculty member. To be considered a dependent child, a stepchild must maintain residence with the faculty member and be dependent upon the faculty member for his/her principal support and maintenance.

"Dependent Grandchild" includes a faculty member's: (1) grandchild placed in the legal custody of the faculty member, (2) grandchild legally adopted by the faculty member or placed for adoption with the faculty member, or (3) grandchild who is the dependent child of the faculty member's unmarried dependent child. Under (1) and (3) above, the grandchild must be dependent upon the faculty member for principal support and maintenance and live with the faculty member.

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 their eligible dependent children or grandchildren. This restriction also applies to two divorced, legally separated, or unmarried faculty members/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 entitlement to or 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 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 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.
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.

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. 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, 2006. The Employer Contribution amounts and rules in effect on June 30, 2005, will continue through December 31, 2005.

Subd. 1. Contribution Formula-Health Coverage.

a. Faculty Member Coverage. For faculty member health coverage, the Employer contributes an amount equal to one hundred percent (100%) of the faculty member premium of the Minnesota Advantage Health Plan (Advantage).

b. Dependent Coverage. For dependent health coverage for the 2006 and 2007 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, 2006, and January 1, 2007, 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, Subdivision 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.

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 timeframe, 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, Subdivision 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, student status, marital status, or other similar circumstances.

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' 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. 4.a. 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, 2005 through December 31, 2005, health coverage under the SEGIP will continue at the level in effect on June 30, 2005. Effective January 1, 2006, 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 Year 2006 and 2007.**

2006 and 2007 Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays:
Deductible for all services except drugs and preventive care (S/F)	$30/60	$100/200	$280/560	$500/1000
Office visit copay/urgent care (copay waived for preventive services) 1) Having taken health assessment 2) Not having taken health	1) $15 2) $20	1) $20 2) $25	1) $20 2) $25	1) $30 2) $35

2006 and 2007 Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays:
assessment				
Minute Clinic (deductible waived)	$10	$10	$10	$10
Emergency room Copay	$50	$50	$50	N/A – subject to Deductible and 30% Coinsurance to OOP maximum
Facility copays · Per inpatient Admission · Per outpatient Surgery	 $50 $25	 $150 $75	 $400 $150	N/A—subject to Deductible and 30% Coinsurance to OOP maximum
Coinsurance for services NOT subject to copays	0% (100% coverage after payment of deductible)	0% (100% coverage after payment of deductible)	10% (90% coverage after payment of deductible)	30% 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)	30% for all services to OOP maximum after deductible.
Copay for formulary/non-formulary prescription drug Plan	$15 formulary $30 non-formulary	$15 formulary $30 non-formulary	$15 formulary $30 non-formulary	$15 formulary $30 non-formulary
Maximum drug out-of-pocket limit (S/F)	$650/1300	$650/1300	$650/1300	$650/1300
Maximum non-drug Out-of-pocket limit (S/F)	$1000/2000	$1000/2000	$1000/2000	$1000/2000

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.

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 3) 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 each year of the contract:

Formulary copayment: Fifteen dollar ($15) copayment per prescription or refill for a formulary drug dispensed in a thirty-four (34) day supply.

Non-formulary copayment: Thirty dollar ($30) copayment per prescription or refill for a non-formulary drug dispensed in a thirty-four (34) day supply.

Out-of-pocket maximum: There is an annual maximum eligible out-of-pocket expense limit for prescription drugs of six hundred fifty dollars ($650) per person or one thousand three hundred dollars ($1,300) 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 covered 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-four (34) day supply or one hundred percent (100%) units when purchased with insulin.

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. Coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of one thousand dollars ($1,000) per person or two thousand dollars ($2,000) per family.

11. **Minute Clinics.** Services rendered at Minute Clinics are subject to a ten dollar ($10) copayment in each year of the Agreement. First dollar deductibles are waived for Minute Clinic 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 2007 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 2007 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 2006 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.

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 M.S. 176.191, Subdivision 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 the Department of Employee Relations 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 the 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 (Department of Employee Relations) 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 more healthy lifestyle behaviors and shall encourage wiser usage of the health care system.

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 Department of Finance 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.

c. **Additional Death Benefit**. Faculty members retiring on or after July 1, 1981, shall be entitled to a five hundred dollar ($500) death benefit payable to a beneficiary designated by the faculty member, if at the time of death the faculty member is entitled to an annuity under a State retirement program. A five hundred dollar ($500) cash death benefit shall also be payable to the designated beneficiary of a faculty member who becomes totally and permanently disabled on or after July 1, 1983, and who at the time of death is receiving a State disability benefit and is eligible for a deferred annuity under a State retirement program.

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, 2006, 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	60% after deductible	50% after deductible
Endodontics	60% after deductible	50% after deductible
Periodontics	60% after deductible	50% after deductible
Oral Surgery	60% after deductible	50% after deductible
Crowns	60% 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

dollar ($1,000) 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 of 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 polices 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 of 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 of from three hundred dollars ($300) to five thousand dollars ($5,000)

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 leaves 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).

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 1 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.

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 1 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.

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 contain 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.

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 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.

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 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.

Subd. 3. Individual Eligibility.

a. An eligible faculty member who elects early separation through resignation or early retirement by October 1, 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 compensation 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 the compensation in two (2) equal annual payments, the first at the beginning of the ensuing fiscal year and the second in the following fiscal year. If the separation payment is less than ten thousand dollars ($10,000), it will be paid to the faculty member in a lump sum. In no circumstance shall a faculty member eligible for an early separation payment receive such payment in any one fiscal year which would result in compensation in excess of one hundred percent (100%) of total salary, exclusive of overload and summer sessions. In the event a faculty member who is otherwise eligible for the separation incentive described in this Section, and has provided the advanced 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 his/her estate.

b. If a faculty member is older than age fifty-five (55) when s/he completes the fifteen (15) years of service requirement, the faculty member shall receive the full benefit of one year's base salary if s/he: 1) applies within one hundred and eighty (180) days of meeting the age and service requirement, and 2) the separation will occur no later than one hundred and eighty-one (181) days following the date of application for the benefit. Any faculty member eligible under this subdivision who does not elect early retirement during this window but chooses to apply 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.

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, Sections 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 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, plus one and one-half (1.5) days for each single summer session and three (3) days for each double summer session employed. 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. Individuals 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 biweekly 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 An immediate family shall be defined to include the spouse, brothers, sisters, children, step children, foster children, grandchildren, ward, 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 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. 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:

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

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 M.S. 43A statutory employer.

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. 5. 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. Bereavement leave shall be deducted from sick leave in the case of other relatives of the spouse. 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. A faculty member 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.

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.

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. 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 nine (9) months. Parental leave may be extended for an additional nine (9) months upon application to and approval by the Administration.

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.

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., 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 2006 and four hundred thousand dollars ($400,000) in FY 2007. All funds shall be distributed 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 one hundred fifteen dollars ($1,115) in FY 2006 and one thousand one hundred fifteen dollars ($1,115) in FY 2007 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 shall be limited to paying for costs associated with the process of faculty development as described in Article 22. Such items should be consistent with the faculty member's professional development plan or sabbatical plan. 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 of professional writings including preparation services. 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. 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. Service at Akita counts towards satisfaction of years of service in this subdivision. 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 a sabbatical, upon request, after completion of ten (10) years of service, or ten (10) years following the conclusion of the faculty member's last sabbatical leave. Such eligibility is subject to presentation of a satisfactory plan in accordance with Subd. 3. below. 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 President/designee shall grant such leave to twenty-five percent (25%) on an FTE basis, and delay the granting of leave to other faculty until the following year.

The granting of such sabbaticals shall be based upon years of seniority since the last sabbatical or the years of seniority at the university if the faculty member has never been granted a sabbatical leave; in case of a tie, the faculty member with the longer continuous service with the university shall have priority. 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 for at least one (1) year of service after the conclusion of the sabbatical. In the event the faculty member fails to follow the intent of his/her plan or to return to the university for one (1) year of service after the conclusion of the sabbatical the faculty member shall refund to the university such funds awarded during that sabbatical period.

Subd. 4. Sabbatical leaves may be granted for one (1) semester, at full base salary, or for a full academic year at two-thirds (.667) of base salary. Faculty members who are granted a second full-year sabbatical leave shall receive eighty percent (80%) of base salary. Subsequent full-year sabbaticals shall be funded at ninety percent (90%) 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 policies, procedures, and teaching and other work schedules. The department shall make every effort to ensure that teaching and other work schedules meet departmental, college and university objectives. The administration may develop guidelines to aid in this effort. 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, the departmental curriculum, classroom and equivalent duty schedules, etc. Individual faculty members within departments may also make recommendations on these same matters. 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.

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 Q, 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, 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.

FTE	Reassigned Time
1- 4 FTE Members	by arrangement
5- 15 FTE Members	at least 1/3 time
16-24 FTE Members	at least 2 time
25 or more	at least 2/3 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- (9) 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.

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. 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/designees 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.

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. Prior to being offered a probationary or fixed-term faculty position, a person shall be provided a copy of the MnSCU/IFO Agreement, as well as information concerning rank and step placement. Adjunct and community faculty members shall be provided a copy of the Agreement after being hired. Information concerning insurance benefits and effective dates shall also be provided.

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 a 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, and the following year shall be the terminal year of the 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. 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. The probationary period shall include all tenured, probationary, non-tenure track, except as provided in Subd. 6.b., and fixed-term employment served within the previous twelve (12) years in the faculty member's university together with such previous higher education service in other institutions up to a maximum of four (4) years if approved in writing by the President at the time of initial employment. If the service which will be counted is from a higher education institution outside the Minnesota state universities, the prospective faculty member will be advised of his/her right to have a probationary period of

five (5) years in length, and that accepting a shortened probationary period at the time of hire is a waiver of that right. Faculty members accepting shortened probationary periods shall sign a waiver of the right to the full five (5) years. Where a shortened probationary period is accepted, notice of such acceptance shall be conveyed to the department and to the Association. The computed probationary period shall include a probationary appointment immediately prior to the granting of tenure. For individuals who were previously tenured in any university in the System and whose rehiring rights have expired after layoff, appointment to a position after retraining shall include a probationary period not to exceed two (2) years. Notice of termination of appointments will be given in accordance with the relevant provisions of Articles 23 and 25. However, fixed-term employment financed by monies received from an outside jurisdiction or agency which may terminate such funding in a manner beyond the control of the Employer shall not be counted in computation of the probationary period, except as otherwise approved in writing by the President.

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. 6.c. 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.

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

For elaboration see Appendix G.

Section C. Schedule. Faculty shall be evaluated and shall submit progress reports according to the following schedule:

Appointment Type	**Evaluation**	**Progress Reports**
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	None
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)

Faculty members who, according to this Section, are scheduled for evaluation less frequently

than every year may request more frequent evaluation.

Section D. Procedure. After the local Association has been provided an opportunity to meet and confer concerning implementation of this procedure, the President shall set a schedule for the evaluation process.

Subd. 1. Professional Development Plans (PDP). Each faculty member shall, after consultation with their immediate supervisor, prepare a professional development plan (PDP) for the period to be covered by the evaluation. 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 department goals and university policy. For faculty with teaching assignments, the PDP shall include a process for student assessment.

When the plan is completed, the faculty member shall provide a copy of the plan to the department members through the department chairperson. Department members are encouraged to provide written comments on the plan to assist the faculty member in his/her professional development and, if applicable, provide guidance with respect to promotion and/or tenure. These written comments will be forwarded to the faculty member. The appropriate Dean, his/her administrative designee, or other appropriate supervisor shall comment on the plan. These written comments shall provide information to assist the faculty member in his/her professional development and, if applicable, 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 and with other members of the department to determine how the plan relates to departmental goals and objectives. The faculty member shall have an opportunity to respond to these comments. Copies of the plan together with comments added shall be maintained as part of the faculty member's official personnel file.

Subd. 2. Schedule for Evaluation. Subject to the provisions of Article 25, the President/designee shall establish a schedule for evaluation, consisting of time tables for: preparation of professional development plans, annual progress reports, 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.

Subd. 3. Progress Reports. At the end of the evaluation period, the faculty member shall prepare a report and send it to the Dean, together with appropriate documentation describing progress made in respect to achieving his/her objectives as specified in his/her professional development plan. A copy of the report shall be sent to the department members through the department chairperson. Department members are encouraged to 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. These written comments will be

forwarded to the faculty members. The faculty member will then meet with the Dean to discuss achievements made during the evaluation period. A written summary of the Dean'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 then 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 shall inform the faculty member in writing that he/she has ten (10) days to comply.

If the faculty include student course assessments as part of their report, they shall be anonymous and identified only as to course/section. Any other student communications or evaluations submitted with the PDP report shall not be anonymous.

Copies of progress reports submitted by faculty pursuant to this Article shall be sent to the appropriate chairperson, to the faculty member's Dean, and to the faculty member's personnel file.

Section E. 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 shall submit written comments in response to summary reports submitted by faculty members in accordance with this Article.

ARTICLE 23
Retrenchment

Section A. Retrenchment. 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.

The President shall meet and confer with the Association, in accordance with the provisions of Article 6, at the time the President first considers retrenchment. 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. Retrenchment 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. 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, fixed term, and non-tenure track, without priority, based upon programmatic needs.

b. Probationary

c. Tenured 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) years of service within the Minnesota State Universities, shall remain available for assignment and shall not be laid off. 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 of 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. Notice of layoff under the provisions of this Article for non-tenured faculty members shall be furnished in accordance with Article 25. Tenured faculty members to be laid off under the provisions of this Article shall be provided notice of layoff no later than the twentieth (20th) class day of the fall term to be effective on the last day of the next spring term. Meet and confer to discuss layoffs shall be scheduled prior to the date of the layoff notice.

Subd. 5. 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. 6. 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. Catastrophic Retrenchment. If a retrenchment within a university involves layoff notice being given to more than fifteen percent (15%) of the tenured faculty in an academic year such tenured faculty shall be entitled to reemployment rights for three (3) years with the State Universities following the same procedure used for recall in Section G.

Section D. Rights. Tenured faculty members laid off in accordance with this Article shall have reassignment rights or, as a result of Section C above, recall rights for three (3) years following the effective date of their layoff.

Subd. 1. Retrenchment List. A current list of faculty members who possess reassignment and recall rights, under Section C, will be maintained by the MnSCU office. Each university will notify the System office whenever a tenured faculty member is given notice of retrenchment. The System office will send an updated list to each of the universities whenever it receives such notice.

Subd. 2. Notices of Vacancies. All tenured faculty members who have received a notice of

retrenchment shall notify the System office of up to three academic areas in which they may be qualified to serve. The choice of areas shall be from the list contained in Appendix B of this Agreement. Subsequently, they shall receive copies of all vacancy notices for faculty positions, in departments or programs in those academic areas, which will be included in the IFO unit when filled unless they request in writing not to receive them. This notification of academic areas can be updated annually, with the possibility of adding one area, within fifteen (15) days of the anniversary of his/her notice of retrenchment.

Included with the initial mailing of vacancy notices will be a letter describing the reassignment process and a form to use to notify the System office of a faculty member's desire to exercise his/her right of consideration for a specific position.

Vacancy notices for probationary positions in chosen academic areas shall be sent at least three (3) weeks prior to disseminating them within the MnSCU or in local or national publications. Vacancy notices of fixed-term and adjunct positions shall be sent by the university no later than the same day that they are disseminated within the MnSCU and before such notices are disseminated in local or national publications.

In addition, faculty members with reassignment rights shall be mailed vacancy notices by the university for faculty positions in the IFO unit outside of their chosen academic areas at the time that they are disseminated within the MnSCU.

Section E. Reassignment. Tenured faculty members notified of layoff in accordance with this Article may exercise their reassignment rights within the Minnesota State Universities as follows.

1. The faculty member shall have three (3) calendar weeks from the date the notice of vacancy was mailed 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. When the credentials of the faculty member have been received, the Vice President or designee shall meet with the department where the vacancy exists and insure that the department is aware of and understands all the provisions of this Section prior to considering reassignment requests.

2. The department involved shall make telephone contact with the 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 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 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. The department shall make a written recommendation to the President concerning the credentials of the candidate. 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.

3. After consulting with the department, the President shall determine whether the 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.

4. 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.

5. 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.

6. If the President determines that a faculty member seeking reassignment 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.

7. If two (2) or more faculty members are deemed qualified for reassignment, the vacant position shall be awarded to the faculty member with greater seniority. If two 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 University. 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.

8. If no faculty member on the reassignment 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.

9. Persons offered reemployment must accept such offer within fifteen (15) calendar 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. Such a faculty member shall retain all accrued seniority in the Minnesota State Universities, including credit for time in layoff status, but shall for purposes of this Article begin a new accumulation of seniority within the new department or program if in another state university.

10. Persons who decline such offers of reemployment waive all rights of reassignment as established in this Article and shall have their names removed from the reassignment list.

11. All reassignment 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 F. Recall. Tenured faculty members laid-off in accordance with this Article shall have all recall rights and rehiring preference in the same or similar position in the same department or program from which the faculty member was laid off. The following provisions shall apply.

1. When a vacant position is 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.

2. Persons offered reemployment 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.

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 recall list.

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 G. Recalled/Reassigned Faculty.

1. Faculty members who are recalled/reassigned 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.

2. A list of all faculty members laid-off within the prior three (3) year period shall be

maintained by the Employer and distributed to each university and the IFO.

3. Laid-off faculty shall be considered to be in an unrequested leave category. After twelve (12) months of Employer paid insurance benefits expire (Article 14, Section C., Subd. 2. (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 H. Outplacement Service. The 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 I. 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 U, 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.

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 be based on the principle of a demonstrated cumulative record of positive performance and professionally competent achievement consistent with the goals of the institution over the duration of the probationary period on the criteria outlined in Article 22. Annual evaluations that are minimally satisfactory and are used, in part, in the tenure decision, may result in the denial of tenure.

Subd. 2. Promotion. The decision to promote shall be based on a demonstrated cumulative requisite record of professional performance and high achievement appropriate to the relevant rank.

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

Subd. 1. Progress reports completed in accordance with Article 22, Section D. along with all required forms and documents, and all information provided by the faculty member being considered for tenure shall be sent to the immediate supervisor by January 31. If a faculty member does not comply by that date, h/she shall lose protection provided in Subd. 11. 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. The faculty member's department (appropriate college at Metro State) and chair shall forward recommendations regarding tenure to the immediate supervisor.[See Art. 20, Sec. A, Subd. 4.] The faculty member is entitled to attach comments to the recommendations. Copies of the recommendations shall be sent to the faculty member by the chair (dean of the college at Metro State). Failure of the department (college at Metro State) and/or chair to make a recommendation to the immediate supervisor shall not prevent the process of review from continuing.

Subd. 3. The immediate supervisor shall provide a written assessment in accordance with Article 22, Section D, and subsequently shall provide a written recommendation regarding tenure to the supervising Vice President. The recommendation of the immediate supervisor shall be sent to the faculty member in accordance with Article 5, Section A. The faculty member is entitled to attach comments to the recommendation.

Subd. 4. After receiving the materials specified in Section B. Subd. 2. and 3. above, the supervising Vice President shall prepare a written recommendation regarding tenure. Notice of a negative recommendation shall be sent to the faculty member in accordance with Article 5, Section A. Upon request, the faculty member shall be given the opportunity to meet with the supervising Vice President to discuss the recommendation. The faculty member is entitled to attach comments to the recommendation. Such comments must be provided to the supervising Vice President by May 1.

Subd. 5. The supervising Vice President shall forward a written recommendation, along with any comments from the faculty member, to the President.

Subd. 6. Should a recommendation for denial of tenure be made by the department (college at Metro State), 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. 7. The President, after considering the recommendations and the faculty member's comments, shall decide whether or not to grant tenure and shall notify the faculty member of the decision by June 15 in accordance with Article 5, Section A.

Subd. 8. The President's written notice of denial of tenure shall include reasons for denial.

Subd. 9. In cases of denial of tenure in the fifth (5th) year or during the final year of a shortened probationary period, the faculty member's appointment expires at the end of the subsequent academic year.

Subd. 10. 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. 11. During the fifth (5th) year of a probationary period or during the last year of a shortened 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 Subd. 3. through Subd. 9. above, the arbitrator is free to fashion the appropriate remedy, which may in certain cases be an award of tenure.

Subd. 12. 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 C. 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. A faculty member seeking promotion shall give notice of intent to the immediate supervisor by November 15. The faculty member completes an application for promotion and sends a copy, along with supporting documentation, to the department/unit through the chair. The recommendation of the department/unit and of the chair [See Article 20, Section A., Subd. 4.], with all documentation, shall be sent to the immediate supervisor by January 31, with copies sent to the faculty member by the chair.

Subd. 2. A copy of the immediate supervisor's proposed recommendation shall be given to the faculty member. After receipt of this recommendation, the faculty member shall be given the opportunity to meet with the immediate supervisor. The faculty member may submit written comments to the Vice President regarding the immediate supervisor's recommendations.

Subd. 3. The supervising Vice President's recommendation shall be sent to the President by May 1. A copy of the Vice President's recommendations shall be sent to the faculty member. Upon receipt of the Vice President's recommendation, the faculty member may request an interview with the President before the President decides on the request for promotion. The President's decision shall be conveyed to the faculty member in writing by June 15.

Subd. 4. The President's decision to grant or to deny promotion shall not be arbitrary or capricious. Processing of any subsequent applications for promotion shall take into account the areas of deficiency upon which promotion was denied.

Subd. 5. 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. 6. Failure of the department/unit or chair to make a recommendation to the immediate supervisor by January 31 shall not preclude the president from making a promotion decision.

Subd. 7. 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. All promotions shall take effect on the first duty day of the subsequent year as indicated in the appointment form.

Subd. 9. An instructor shall be promoted to Assistant Professor upon being granted tenure.

Section D. 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. 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. 2. Notice of non-renewal of probationary faculty shall be as follows.

a. For first year faculty, the notice of non-renewal 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 non-renewal 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.

d. Written notice shall include reasons for the non-renewal.

Subd. 3. 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. 4. 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. 5. 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, Section D., Subd. 3. shall lose the protection provided by this Subdivision.

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

Section G. 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 DOER]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 DOER'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. Such enrollment shall not exceed twenty-seven (27) credits for a year. 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.

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. 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.

Grievant.. A Grievant is a unit member or a group of unit members, Association, or IFO making the complaint. 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. A 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. A Service means personal service or by first class mail.

Reduced to Writing. A 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 any employee has a grievance, he/she or they may meet on an informal basis with the appropriate Dean (or equivalent) or other university designee in an attempt to resolve the grievance.

Step I.

In the event satisfactory resolution is not achieved through informal discussion, the grievant, 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 of 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 grievant, 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, employee(s), 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 or the employee(s) or his/her designee within ten (10) days after the receipt of the Step I response. If the grievant, 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, employee(s), 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 local Association or employee(s) desire 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, 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 by lot from a permanent panel of five (5) arbitrators. 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.

Arbitrator selection shall be made from the permanent panel as follows: the panel member's names shall be listed in alphabetical order and numbered one (1) to five (5). As it becomes necessary to schedule arbitrations and select arbitrators, the parties will first select arbitrator one (1), then arbitrator two (2), and so forth until the list is exhausted; at that time the parties will resume selection from the beginning of the alphabetical list. If the arbitrator selected is not available, the parties will move to use the next arbitrator on the alphabetical list.

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 proceeding 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 or employee.

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. Faculty with less than a full-time appointment for any quarter or semester, as applicable, shall receive the appropriate fraction. No additional full-time equivalent years shall be accrued for any assignment beyond the regular academic year.

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.

Section B. Application.

Subd. 1. For purposes of layoff (see Article 23), Aseniority 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.

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 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. The roster shall be published in a uniform, systemwide format and shall provide the following information:

1. Names of tenured faculty member(s),

2. Names of other faculty members, by type of appointment (probationary, fixed-term, non-tenure track),

3. Full or part-time (if part-time, percentage),

4. Date of initial employment,

5. Date of tenure (if applicable),

6. Years of seniority (if applicable).

In addition to seniority in the current assignment, the roster shall indicate other departments or programs in which the faculty member is credited with three (3) full academic years of continuous service. Disputes concerning the accuracy of the 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: Reassignment rights, using the procedures established in Article 23, Sections D and E.

Priority 4: Prior consideration to non-tenure track faculty members who are qualified for a probationary vacancy.

Priority 5: Prior consideration to fixed-term faculty members who are qualified for a probationary vacancy.

Priority 6: Prior consideration to head coaches who are qualified for a probationary vacancy, in accordance with Article 10, Section G, Subd. 6.b.

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 seniority roster 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 MnSCU 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.

{This Space Intentionally Left Blank]

ARTICLE 34

Duration

Section A. Effective Dates. Except as otherwise provided herein, this Agreement shall become effective July 1, 2005, and remain in full force and effect through June 30, 2007.

Section B. Legislative Action. Should any provisions of this Agreement require legislative action for implementation, the Employer, the Commissioner of Employee Relations 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.

IN WITNESS WHEREOF, the parties hereto have set their hands.

FOR THE IFO

Dated this _____ day _____, 2005

Nancy Black, President
Inter Faculty Organization

Patrice Arseneault, Acting Director of Labor Relations
IFO Labor Relations

Roderick Henry, Chair
IFO Negotiating Team

Team Members:

Chris Brown, Bemidji
Bill Langen, St. Cloud
Matthew Hyle, Winona
Jim Grabowska, Mankato
Brent Jeffers, Southwest
John Tesch, Moorhead
Gary Starr, Metropolitan
Judy Kilborn, St. Cloud

FOR THE EMPLOYER

Dated this_____ day_____, 2005

DOER-Department of Employee Relations

James H. McCormick, Chancellor
Minnesota State Colleges and Universities

Chris Dale, System Director for Labor Relations
MnSCU Labor Relations

Team Members:

Bill Maki, Bemidji
Dennis Nunes, St. Cloud
Troy Paino, Winona
Doug Fraunfelder, Southwest
Judy Strong, Moorhead
Jan Anderson, Metropolitan
Tim Price, MnSCU
Gary Janikowski, MnSCU
Patrick Opatz, MnSCU
James Jorstad, MnSCU
Lori Lamb, Mankato

APPENDIX "A"
Grievance - Part 1

Date:

Name:

IFO Grievance Representative

Name:

University:

Mailing Address:

Department:

Sections of Agreement Claimed Violated

1.

2.

3.

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 ❒ **do** / ❒ **do not** **request a meeting at Step 1 of the grievance procedure.**

APPENDIX B
Academic Areas--State Universities

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

L*aw/Criminal Justice*

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
Womens' Studies

Languages
Arabic
Chinese
French
German
Japanese
Ojibwe
Russian
Spanish

Social Sciences

Corrections
Criminal Justice
Law Enforcement
Legal Assistance/Paralegal

Learning Resources

Educational Technology
Information Media
Library Media
Library

Mathematics

Mathematics

Physical Education & Recreation

Athletic Training
Human Performance
Physical Education
Recreation, Park & Leisure Studies
Sports Science

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
Anthropology
Economics
Social Science
Social Work
Sociology

Special Education

Special Education
Special Education Administration
Experiential Education
Early/Exceptional Education

Speech/Hearing Science

Communications Disorders
Speech-Language Pathology

Statistics

Statistics

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
Pointing
Piano
Photography
Sculpture
String Instruments
Theatre Arts
Visual Arts
Vocal Music
Wind Instruments

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 #1

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, 2005, to June 30, 2007, shall be as follows:

1. Any grievance which was filed in an otherwise timely fashion prior to the date of execution of the 2005-2007 Agreement will be subject to interpretation in accordance with the 2003-2005 Agreement between the parties, and shall not be made invalid solely by any changes in the 2005-2007 Agreement.

1. Any act or omission by any administrator which occurred prior to the date of execution of the 2005-2007 Agreement shall not be considered a basis for a valid grievance solely because of alleged violations of the 2005-2007 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 2003-2005 Agreement in effect at that time.

Roderick Henry, Chair, IFO Negotiating Team	Date
Nancy Black, IFO President	Date
Patrice Arseneault, IFO Acting Director of Labor Relations	Date
Chris Dale, Chair, MnSCU Negotiating Team	Date

APPENDIX D

Department of Employee Relations-Definition of Same Sex Domestic Partner for Insurance Purposes

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

2. 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

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 do 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.

3. Directs student advising program.

4. Coordinates department interactions with student organizations.

5. Coordinates department student recruitment activities.

6. Ensures that student concerns and complaints are properly addressed.

7. Develops proposed department class schedule and long term schedule for course offerings.

8. Coordinates handling or curricular proposals and new program planning.

9. Chairs department meetings and coordinates department committee activity.

10. Facilitates department planning activities including goal setting and integration with institutional goals and objectives.

11. Prepares reports and other information for college and university administrative officers.

12. Prepares department correspondence.

13. Coordinates department grant and other externally supported activities.

14. Coordinates publication, public affairs and alumni activities.

15. Develops a proposed hiring plan for departmental action and recommend to Dean such as position request.

16. Coordinated department hiring activities.

17. Orients new faculty to department and assists faculty with professional development planning.

18. Directs non-unit employees and student workers.

19. Supports department members in the conduct of other duties such as scholarly activity and community service.

APPENDIX F

[RESERVED]

APPENDIX G
Guidelines for Evaluation

Evaluation focuses on the five criteria set forth in Article 22 of the Agreement. This Appendix provides elaboration of the types of evidence which is 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 PDP and Progress Report. 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 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 information and connects disciplines and the learning process.

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. For teaching faculty, effective teaching shall be the principal proportion of the five criteria considered in evaluation.

Because teaching embraces activities and responsibilities beyond classroom instruction, evaluation may address effectiveness in course development, curriculum design, instructional innovation, ability to organize, analyze and present knowledge, instructional advisement and other such related activities.

The faculty member's Progress Report should include evidence in support of the fore- going. Faculty are encouraged to include student assessments as evidence of ability to teach effectively. Evidence may also include, but is not limited to: peer reviews, quality of syllabi, nature and quality of assignments, practices and quality for assessing student progress, time lines of evaluation of student performance, pedagogical approaches, attention to student advisement, nature and frequency of course development and timeliness of revision, and timeliness of work assignments.

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 scholarly/creative activity/research may include but is not limited to, consideration of the faculty member's publication record, works in progress, unpublished reports, professional assistance to other scholars, papers delivered at meetings of professional societies, computer software and other technologically delivered academic products, awards, invited lectures and participation in panels and symposia, participation in policy analysis, grants received, editorial or advisory roles with professional journals, participation on evaluation panels for

research funding, participation in juried shows, musical or theatrical performances, consultantships, research projects, and contribution to the scholarly growth of peers.

Criterion 3. Evidence of continuing preparation and study. Faculty are expected to be aware of the changing nature of their disciplines and techniques of instruction. Evidence of continuing preparation and growth can be demonstrated by such activities as participation in seminars, workshops and refresher courses, formal education/study, attendance at professional conferences, structured study leading to development of experimental programs, curricular proposals or revisions, and ongoing revisions to course syllabi reflecting changes in the discipline or its pedagogy, etc.

Criterion 4. Contributions to student growth and development. Faculty are expected to support student learning and growth. Evidence of such support might include, is not limited to effective academic or career advising, service as an advisor or other support of student committees or organizations, involvement in internship development and new student programs, supervising of student projects, assistance to students in gaining entrance to professions or graduate study and involvement in efforts to secure scholarship and fellowships.

Criterion 5. Service to the university and community. Faculty responsibilities extend beyond the classroom to areas such as the department, college/division, university and greater community. Evidence of faculty service might include, but is not limited to participation in and contribution to: committee assignments, related leadership roles, university-related regional and national bodies including accreditation and program review, governance of the university, community organizations, fostering alumni relationship, community presentations, consulting with community agencies and organizations, special university lectures, seminars, workshops or development activities.

Clearly, an array of relevant information and data may be used as evidence in all five criteria.