

SUMMARY OF
SALARY AND BENEFIT PROVISIONS OF
AGREEMENT WITH
INTER-FACULTY ORGANIZATION/MINNESOTA EDUCATION ASSOCIATION

SALARY

- 7/1/83 Added one step to top of salary schedule (the new step for the Professor range is doubled, but is not effective until the start of the 1983-84 spring quarter).
Continued existing step progression system.
Provided for a merit increase fund totaling \$100,000 for the bargaining unit.
- 7/1/84 1% Across-the-board.
Continued existing step progression system.
Provided for merit increase fund of \$100,000 for the bargaining unit.
Provided a fund of \$100,000 for recognition of market factors.

INSURANCE

- Continued existing insurance benefits and deductibles, except that out-patient nervous, mental and chemical dependency treatment was changed as follows:

<u>Old Plan</u>	<u>New Plan</u>
- Reimbursement at 80% of charges until faculty member has incurred out-of-pocket expenses of \$1,000 lifetime	Same reimbursement schedule, but employee must incur \$1,000 out-of-pocket expenses <u>per year</u> before receiving 100% reimbursement
- 100% reimbursement for all charges after \$1,000 lifetime out-of-pocket	
- State will continue to pay faculty member insurance premium up to the Blue Cross/Blue Shield (BC/BS) premium. Faculty member pays the difference for higher priced carriers.	
- Provided for two other cost containment plans within BC/BS plan: a) Hospital Aware. Metropolitan area preferred hospital plan. b) Physician's Aware. A preferred provided plan covering physicians.	
- Adopted a Usual, Customary and Reasonable surgical schedule (90%-10% co-pay).	
- Added additional category of State paid term life insurance of \$30,000 for faculty members earning over \$25,000.	
- No changes in dental insurance. State continues to pay premium for faculty member coverage and one-half the dependent premium, not to exceed the Delta Dental rate.	
- Extended State-paid insurance for an additional six months for faculty members on layoff.	

FISCAL SUMMARY: 1983-85

I. Bargaining Unit Composition:

Unit 9 -- State University Instructional

II. Exclusive Representative:

Inter-Faculty Organization/Minnesota Education Association

III. Fiscal Analysis:

<u>Cost Items</u>	<u>Biennial Base</u>	<u>Biennial New Money</u>
Salary	\$112,840,190	\$ 8,207,674
FICA & Retirement	17,736,508	1,187,640
Insurance	<u>6,072,960</u>	<u>973,653</u>
TOTAL	\$136,649,658	\$10,368,967

AGREEMENT

Between

State University Board

and

InterFaculty Organization/
Minnesota Education Association

For

1983-1985

Effective through June 30, 1985

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 PARTIES	1
ARTICLE 2 NON-DISCRIMINATION	1-2
ARTICLE 3 RECOGNITION	2
ARTICLE 4 ACADEMIC FREEDOM	2-3
ARTICLE 5 DEFINITIONS	3-5
ARTICLE 6 ASSOCIATION RIGHTS	5-10
ARTICLE 7 MANAGEMENT RIGHTS	10
ARTICLE 8 AGREEMENT AGAINST LOCKOUTS AND STRIKES	11
ARTICLE 9 PERSONNEL FILES	11-12
ARTICLE 10 WORKLOAD	13-20
ARTICLE 11 SALARIES	20-23
ARTICLE 12 OVERLOAD PAY	24
ARTICLE 13 SUMMER SESSIONS	25
ARTICLE 14 INSURANCE	26-31
ARTICLE 15 TRAVEL	32
ARTICLE 16 SEVERANCE PAY	33-35
ARTICLE 17 PAID LEAVES OF ABSENCE	35-41
ARTICLE 18 LEAVES WITHOUT PAY	41-43

	<u>PAGE</u>
ARTICLE 19 NOTICE OF VACANCIES	43
ARTICLE 20 DEPARTMENTS AND DEPARTMENT CHAIRPERSONS	43-48
ARTICLE 21 APPOINTMENT OF FACULTY	49-55
ARTICLE 22 PROFESSIONAL DEVELOPMENT AND EVALUATION PROCEDURES	55-57
ARTICLE 23 RETRENCHMENT	57-63
ARTICLE 24 FACULTY RIGHTS ON DISMISSAL, SUSPENSION AND NON-RENEWAL	63-66
ARTICLE 25 PROMOTIONS	66-68
ARTICLE 26 METROPOLITAN STATE UNIVERSITY	68-69
ARTICLE 27 GENERAL PROVISIONS	69-72
ARTICLE 28 GRIEVANCE PROCEDURE	72-77
ARTICLE 29 SENIORITY	77-79
ARTICLE 30 SAVINGS CLAUSE	79-80
ARTICLE 31 COMPLETE AGREEMENT AND WAIVER	80
ARTICLE 32 DURATION	80-81
APPENDIX "A"	82

ARTICLE 1

PARTIES

This Agreement is entered into by and between the State University Board hereinafter called the Employer and the Inter-Faculty Organization/ Minnesota Education Association hereinafter called the IFO/MEA.

ARTICLE 2

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, physical disability, reliance on public assistance, sex, marital status, or any other class or group distinction, as set forth by state or federal anti-discrimination laws.

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

Section C. Jurisdiction. The parties recognize that jurisdiction for the enforcement of such anti-discrimination laws referred to in Section A and B hereof is vested solely in various state and federal agencies and the courts and, therefore, complaints regarding such matters shall not be subject to the Grievance Procedure but shall be referred by the aggrieved party to the appropriate state and federal agencies.

Section D. Association Membership. There shall be no discrimination by the Employer or the Administration because of membership or non-membership

in the IFO/MEA, or because of activities on behalf of the IFO/MEA, nor shall any attempt be made to discourage or encourage membership in the IFO/MEA.

ARTICLE 3

RECOGNITION

Section A. Recognition. Pursuant to the Minnesota Public Employment Labor Relations Act of 1971, as amended, the Employer recognizes the IFO/MEA as the exclusive representative of the faculty, in the appropriate unit as described in the decision of the Public Employment Relations Board in cases 72-PR-180, 73-PR-414-A, and 73-PR-431-A dated January 24, 1975, and the Bureau of Mediation Services' 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 or meet and confer with any faculty member or any group which includes faculty who are included in the appropriate unit, except through the exclusive representative.

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 the State University System to maintain and encourage full freedom, within the law, of inquiry,

teaching, and research. The Employer shall not discriminate against a faculty member for engaging in political activities or holding or voicing political views, so long as the exercise of this right does not interfere with his/her responsibility 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/MEA if that consent is given; provided, however, that nothing herein shall be construed to preclude the recording of formal proceedings where a record or minutes are customarily maintained.

Section C. Faculty Rights 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. Definitions.

Subd. 1. 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 certified mail. When service is by certified mail, it shall be deemed complete upon mailing. When written notice or

response is to be sent to a faculty member, it shall be sufficient service if mailed to the last known home address of the faculty member as shown on university records. Personal service shall be deemed complete when the notice or response is handed to or receipted by the party to whom directed.

Subd. 2. P.E.L.R.A. "P.E.L.R.A." shall mean the Minnesota Public Employment Labor Relations Act of 1971, as amended.

Subd. 3. Employer. "Employer" shall mean the State University Board or its designees.

Subd. 4. Administration. "Administration" shall mean the Chancellor of the State University System, University Presidents, and designees.

Subd. 5. Employee(s), Faculty and Faculty Member. "Employee" or "Faculty Member" shall mean a member of the appropriate unit as described in this Agreement. "Employees" or "faculty" shall mean all members of the appropriate unit as described in this Agreement.

Subd. 6. IFO/MEA. "IFO/MEA" shall refer to the exclusive representative.

Subd. 7. Association "Association" shall mean the local IFO chapters (Faculty Associations) at each member university of the State University System.

Subd. 8. President. "President" shall refer to the Presidents of each member university of the State University System.

Subd. 9. Chancellor. "Chancellor" shall refer to the Chancellor of the State University System.

Subd. 10. State University Board or Board. "State University Board" or "Board" shall mean the State University Board of Minnesota.

Subd. 11. Meet and Confer. "Meet and confer" shall mean the exchange of views and concerns between employers and their respective employees.

Subd. 12. Academic Year. "Academic year" is defined as beginning with the start of the Fall academic term and ending with the completion of the Spring academic term. At Metropolitan State University, the academic year shall begin on July 1 of each year and shall end on June 30 of the following year.

Subd. 13. Duty Day. "Duty day" shall mean a day included in the university calendar or individual faculty member's contract on which a faculty member engages in duties as described in this Agreement.

Subd. 14. Immediate Supervisor. "Immediate supervisor" shall mean dean or other individual, not a member of the bargaining unit, who has supervisory authority over faculty.

Subd. 15. Program. "Program" shall mean units in which a major and/or minor area of curricular study is normally available.

Subd. 16. Recommendation. When "recommendation" is used to refer to a proposal for a personnel action, it shall mean a written, signed, and dated document.

Subd. 17. Days "Days" means calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statute.

ARTICLE 6

ASSOCIATION RIGHTS

Section A. Dues Check-Off.

Subd. 1. The Employer agrees to cooperate with the Department of Finance and the IFO/MEA in facilitating the deduction of membership dues established by the IFO/MEA 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/MEA office no later than fifteen (15) calendar days following the end of each payroll period.

Subd. 2. In accordance with Minnesota Statutes, the IFO/MEA 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/MEA.

Subd. 3. The IFO/MEA 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/MEA Meet and Confer. The IFO/MEA shall have the right to meet and confer with the State University Board or designee(s) pursuant to Minnesota Statute 179.73.

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) 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 fourteen (14) calendar 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/MEA 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 State University 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.

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. The University shall provide the facilities and set a mutually acceptable time and place for such conferences upon a 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, evaluating of students, graduation requirements, admission policies, budget planning and allocations, 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/MEA 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/MEA 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. The IFO or Association shall have the right to use the University distribution mail service for mailings to faculty members.

Section E. Copies of Agreements. The Employer shall print and distribute final copies of the Agreement to all members of the appropriate unit within forty-five (45) days after execution and legislative or legislative commission approval.

Section F. Association Membership. The Employer and Administration hereby agree that all employees of the State University System in this bargaining unit shall have the right to organize freely, join and support IFO/MEA 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 time 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/MEA, the IFO/MEA 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/MEA and the faculty member. The IFO/MEA shall reimburse

the university at the rate of \$350 per credit hour for the amount of release time granted.

Subd. 2. Release Time For Association President. Upon request of the IFO/MEA the President shall afford release time to the Association President for the purposes of conducting his/her duties, not to exceed 1/3 release time for the academic year, or one (1) course per quarter, with a maximum of five (5) hours per quarter. The IFO/MEA shall reimburse the University for such release time at the rate of \$350 per credit hour for the amount of release time granted.

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) quarter sabbatical after serving one term and two quarters if he/she has served more than one term. The sabbatical shall be at the rates and consistent with the provisions of Article 17, Section F, Subdivisions 3 through 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 State University System is to provide higher education opportunities.

ARTICLE 8

AGREEMENT AGAINST LOCKOUTS AND STRIKES

Section A. Lock-outs. No lock-out 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 179.63, Subd. 12 shall be engaged in, sanctioned, or supported by the IFO/MEA, its officers, or agents. In the event the Employer alleges that any faculty member or faculty members are engaged in a strike, the IFO/MEA 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/MEA of the rights of faculty members to conduct a permissible and legal strike pursuant to Minnesota Statutes 179.64.

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 State University System employees whose job responsibilities require, it, and who are designated by the President, or other persons specifically authorized by law, shall have access to a faculty member's personnel file.

Section B. Access. Consistent with law, each faculty member shall have access to his/her 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 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/MEA, Association, or other persons, having written authorization from the faculty member concerned, may examine, under university supervision, the official file of that faculty member, except for the limitation provided in Section B hereof.

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 personnel file, except as limited in Section B hereof 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 and/or modification of any non-routine material to the faculty member's personnel file, such as grants, letters of commendation or reprimand, seniority summaries, salary adjustments, and letters regarding retention, promotion, or tenure. Resolution of a grievance concerning the personnel file may include removal of material from the file.

Section E. Expiration. Annually, any material which a faculty member requests be removed from his/her file 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 for damages.

ARTICLE 10

WORKLOAD

Section A. Teaching Faculty Workload.

Subd. 1. A faculty member's teaching load shall not exceed fourteen (14) undergraduate credit hours per academic quarter nor thirty-six (36) undergraduate credit hours per academic year.

- a. For purposes of calculating teaching load, three (3) graduate credits shall be the equivalent of four (4) undergraduate credits, and a four (4) credit graduate course shall be the equivalent of a five (5) credit undergraduate course. Graduate equivalency shall apply only to courses exclusively for graduate students.
- b. Undergraduate studio courses, activity courses, and private lessons shall be credited on a basis of at least one (1) credit hour for each two (2) contact hours.
- c. 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.

Subd. 2. Normally, the faculty member will be responsible for ten (10) hours weekly for student advising and other contacts with students. Additionally, as professionals, a substantial amount of the faculty member's workload shall be devoted to courses and class preparation, the evaluation of student performance, committee assignments, research, community service, as well as the maintenance of professional expertise and other similar professional activities. These endeavors shall make up the balance of the faculty member's workload.

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 normally average forty (40) hours within a five-day week and shall include time for approved maintenance of professional expertise and other similar professional activities.

Subd. 1. Librarians. Librarians shall be responsible for implementation of library services to support the mission and philosophy of each institution. Librarians on each campus shall recommend to the administration objectives and methods for library 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, shall schedule the library 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 or his/her designee subject to provisions of Article 12.

Section D. Duty Days.

Subd. 1. Regular Contracts. The duty year for regular contract faculty members shall consist of 168 duty days within the academic year. Duty days shall not be scheduled on New Years 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 Contracts. Faculty members appointed to a duty year which exceeds the 168 duty days as provided in Subd. 1 hereof shall receive a pro-rata salary adjustment. 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 Contracts. 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 Contracts. Reduced contracts, pursuant to M.S. 354.66 may be granted by the President to those faculty members who meet statutory eligibility criteria. Non-teaching faculty members must work less than twenty-four (24) hours per week over one (1) year in order to qualify for a reduced contract. A teaching faculty member must work less than 60% of an annual full-time load as defined in Section A above.

A faculty member on a reduced contract shall be reinstated to full-time duties upon his/her request, provided the request is made to the President not later than March 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 prorata 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 or his/her designee, shall afford opportunity to meet and confer with the Association.

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

Section G. Head Coaches. This section shall determine workload and compensation for those faculty members whose workload includes intercollegiate athletic coaching. For the purpose 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. Pursuant to Subd. 1, there will be three categories of head coaches: (1) Those who coach basketball, football, ice hockey, or volleyball. (2) Those who coach baseball, swimming, gymnastics, wrestling, softball, or track. (3) Those who coach cross-country, golf, field hockey, or tennis. For purposes of determining the type of appointment offered, athletic directors shall be considered to be in category (2).

Subd. 3. Head coaches in category (1) of Subd. 2 hired after enactment of this agreement shall be offered a four (4) year fixed-term appointment. Head coaches in category (2) of Subd. 2 hired after enactment of this agreement shall, at the option of the President, be offered either a four (4) year fixed-term appointment, or a probationary appointment, or a non-tenure track appointment. Effective with the 1984-85 academic year only, head coaches in categories (1) and (2) with probationary or tenured appointments shall, upon their request, have their appointment status changed to a four (4) year fixed-term appointment.

Subd. 4. The base salary of those head coaches, current and future, accepting fixed-term appointments as described in Subd. 3 shall be the salary indicated on the salary schedule in Article 11, plus 10%.

Subd. 5. Head coaches in category (1) and those in category (2) with fixed-term contracts who accept an appointment including duties in addition to coaching shall be given a four-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.

Subd. 6. Head coaches in category (3) of Subd. 2 shall be

offered a probationary, non-tenure track, or tenured appointment in accordance with Article 21.

Subd. 7. 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, Overload Pay, and Subd. 11 of this Section.

Subd. 8. 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. 11 of this Section.

Subd. 9. 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 C, Subd. 1(c).

Subd. 10. The minimum percentage of a full-time workload credited for head coaching activities shall be in accordance with Subd. 11. The percentage of a full-time workload credited for faculty assigned head coaching activities in two sports shall be, at a minimum, the sum of the percentages indicated in Subd. 11 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. 11. The minimum credit for head coaching activities shall be the indicated percentage of a full-time appointment for a full academic year. The apportionment of the percentage of a full-time appointment to coaching activities during each academic quarter during the year shall be determined by the President.

<u>Category</u>	<u>Coaching Activity as Annualized Percentage of Full Workload</u>
1	.42
2	.27
3	.16

Subd. 12. 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.

- a. 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.
- b. Should two 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 C, Subd. 2(c), but notwithstanding any other section of the agreement, such individuals shall serve a minimum of two (2) years in a probationary status.

Subd. 13. The President may offer extended duty day contracts to head coaches who serve on non-duty days during the academic year.

Subd. 14. The percentage of a full-time workload credited for head coaching activities in more than one sport shall be, at a minimum, the sum of the percentages indicated in Subd. 11 of

this Section.

Subd. 15. All head coaches hired after enactment of this Article shall be covered by its provisions. Faculty currently employed as head coaches for intercollegiate sports listed in Subd. 2, category 1 or 2, shall have until July 1, 1984 to exercise the option of retaining their current appointment with an adjustment in "released time" to reflect the coaching commitments in Subd. 2, or of accepting a four-year (4), fixed-term "head coaching appointment," effective July 1, 1984.

ARTICLE 11

SALARIES

Section A. Salaries for F.Y. 1984.

Subd. 1. Effective July 1, 1983, salaries of tenured, probationary, fixed-term, and non-tenure track faculty members covered by this Agreement shall be at the rates set forth below as full-time nine-month (168 duty days) base salaries:

<u>Step</u>	<u>Instructor</u>	<u>Assistant Professor</u>	<u>Associate Professor</u>	<u>Professor</u>
0	\$14,919	\$18,859	\$22,749	\$26,184
1	14,919	18,859	22,749	26,184
2	14,919	18,859	22,749	26,184
3	15,634	19,764	23,841	27,442
4	16,385	20,714	24,987	28,758
5	17,171	21,708	26,184	30,139
6	17,995	22,749	27,442	31,587
7	18,859	23,841	28,758	33,101
8	19,764	24,987	30,139	34,691
9	20,714	26,184	31,587	36,356
10	21,708	27,442	33,101	39,930

Subd. 2. Effective July 1, 1983, salaries of adjunct faculty members covered by this Agreement shall be at the rate of not less than \$350 per quarter credit hour.

Subd. 3. New faculty members beginning employment in FY 1981 and thereafter shall be deemed to have been placed upon the appropriate

steps on appointment, and no further step placement calculations shall be made.

Subd. 4. All faculty members who were promoted effective FY 1984 shall be moved to the proper lane at the step which was equivalent to their base salary in FY 1983 before promotion, and in lieu of the adjustment in Subd. 5 below, shall then be granted a two (2) step increase. For those faculty members who were at steps 5, 6, or 7 of the Instructor lane, this shall be implemented by moving the faculty members to step 0, 1, or 2, respectively, of the Assistant Professor lane, and then granting a two (2) step increase. For those faculty members who were at steps 4, 5, or 6 of the Assistant Professor lane, this shall be implemented by moving the faculty member to steps 0, 1, or 2, respectively, of the Associate Professor lane, and then granting a two (2) step increase. For those faculty members who were at steps 3, 4, or 5 of the Associate Professor lane, this shall be implemented by moving the faculty members to steps 0, 1, or 2, respectively, of the Professor lane, and then granting a two (2) step increase.

Subd. 5. All faculty members, except for full professors at step 9, who were in the bargaining unit in FY 1983 and who return in FY 1984 shall be increased one (1) step upon the salary schedule, unless the individual is already at step ten (10).

Subd. 6. All faculty members who were at step 9 of the full professor lane in FY 1983 shall be moved to step 10 112 days after the beginning of the 1983-84 academic year.

Subd. 7, All faculty members who were promoted from Associate Professor to Professor effective FY 1982 shall be granted an additional one (1) step increase effective July 1, 1983, provided they are not at the top of their salary lane.

Section B. Salaries for F.Y. 1985.

Subd. 1. Effective July 1, 1984, salaries of tenured, probationary, fixed-term, and non-tenure track faculty members covered by this Agreement shall be at the rates set forth below as full-time nine-month (168 duty days) base salaries:

<u>Step</u>	<u>Instructor</u>	<u>Assistant Professor</u>	<u>Associate Professor</u>	<u>Professor</u>
0	\$15,068	\$19,048	\$22,976	\$26,446
1	15,068	19,048	22,976	26,446
2	15,068	19,048	22,976	26,446
3	15,790	19,962	24,079	27,716
4	16,549	20,921	25,237	29,046
5	17,343	21,925	26,446	30,440
6	18,175	22,976	27,716	31,903
7	19,048	24,079	29,046	33,432
8	19,962	25,237	30,440	35,038
9	20,921	26,446	31,903	36,720
10	21,925	27,716	33,432	40,329

Subd. 2. All instructors, assistant and associate professors who have been at the top of their group salary lane for five (5) consecutive academic years shall receive the equivalent of a one (1) step (4.8%) salary adjustment in the next year. Partial years of service at the top of the salary lane shall not be counted for this purpose.

Subd. 3. Effective July 1, 1984, salaries of adjunct faculty members covered by this Agreement shall be at the rate of not less than \$375 per quarter credit hour.

Subd. 4. All faculty members who were in the bargaining unit in FY 1984 and who return in FY 1985 shall be increased one (1) step upon the salary schedule, unless the individual is already at step ten (10).

Subd. 5. All faculty members who are promoted effective F.Y. 1985 shall be moved to the proper lane at the step which was equivalent to their base salary in FY 1984 before promotion, and in lieu of the adjustment in Subd. 4 above, shall then be granted a two (2) step increase. For those faculty members who were at steps 5, 6, or 7 of the Instructor lane, this shall be implemented by moving the faculty members to step 0, 1, or 2, respectively, of the Assistant Professor lane, and then granting a two (2) step increase. For those faculty members who were at steps 4, 5, or 6 of the Assistant Professor lane, this shall be implemented by moving the faculty

member to steps 0, 1, or 2, respectively, of the Associate Professor lane, and then granting a two (2) step increase. For those faculty members who were at steps 3, 4, or 5 of the Associate Professor lane, this shall be implemented by moving the faculty members to steps 0, 1, or 2, respectively, of the Professor lane, and then granting a two (2) step increase.

Section C. Market factors may be acknowledged by financial award or other forms of recognition. The distribution of money shall be contingent upon availability of funds.

A market factor adjustment shall be an annual non-recurring adjustment of up to 10% more than the salary indicated for that individual on the salary schedule. The following areas shall be designated as eligible for market factor increases.

1. Computer Science
 - a. Doctorate in Computer Science, or
 - b. Doctorate in related field with a master's degree or its equivalent in Computer Science
2. Engineering
 - a. Doctorate in Engineering
3. Business Administration
 - a. Doctorate in any one of the following areas:
 1. Finance
 2. Marketing
 3. Management
 4. Accounting
 5. Management Information Science
4. Nursing
 - a. R.N., M.S.N., and appropriate doctorate

The total funds to be distributed for market factors shall be \$100,000 for F.Y. 1985.

Section D. Outstanding contributions by faculty members to their profession, university, or university community may be acknowledged by financial award or other forms of recognition on a one-time basis. The total funds to be distributed for outstanding contributions shall be \$100,000 for FY 1984, and \$100,000 for FY 1985.

ARTICLE 12

OVERLOAD PAY

Section A. Definition. An overload shall be defined as a specific assignment, acceptable to the faculty member and approved by the President or his/her 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. 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 1.5% of the faculty member's nine-month base salary, but not less than \$350.00, for each quarter credit hour. However, pro-rata reductions in this rate of compensation may be implemented by the President or his/her designee when there is less than full student enrollment in a self-supporting course, workshop, seminar, or institute.

Section C. Application. This article shall apply in its application 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) credit hours per academic quarter or thirty-six (36) 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.

ARTICLE 13

SUMMER SESSIONS

Section A. Workload. A full-time summer session workload shall consist of six (6) to eight (8) credit hours. In calculating credits, Article 10 shall apply, except as noted in Section F below.

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

Section C. Salaries. A faculty member who accepted an assignment for a full-time summer session workload in 1983 shall have his/her compensation adjusted to the rate of 11% of the F.Y. 1983 ending base salary, but not less than the salary already paid. A faculty member accepting an assignment for a full-time summer session workload in 1984 shall be compensated at a rate which is 11% of the F.Y. 1984 ending base salary, but not less than \$2,500. Salaries for summer session assignments involving less than a full-time summer session workload as defined in Section A above shall be pro-rated.

Section D. Assignment. Procedures for assigning positions shall be reviewed and determined annually at a meet and confer session with the Association.

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.

Section F. Graduate Studies. There shall be no pro-ration of graduate credits (as provided in Article 10, Section A, Subd. 1) in the calculation of summer session workload.

ARTICLE 14

INSURANCE

Section A. Group Insurance. The Employer agrees to offer during the life of this Agreement; Group Life, Health, Surgical, Medical and Hospital benefits; and Dental benefits equivalent to those in the existing contracts of insurance and the certificates issued thereunder subject to the modifications contained in this article. However, benefits under any particular Health Maintenance Organization are subject to change during the life of this Agreement upon action of that Health Maintenance Organization's Board of Directors and approval of the Employer.

Section B. Life Insurance. The Employer agrees to provide and pay for the following term life insurance and accidental death and dismemberment coverage for all eligible employees (double indemnity applies in the case of accidental death):

<u>168 Duty Day Base Salary</u>	<u>Group Life Insurance</u>	<u>Accidental Death & Dismemberment-Principal Sum</u>
\$20,000 or less	\$20,000	\$20,000
\$20,000 - \$30,000	30,000	30,000
Over \$30,000	40,000	40,000

An employee who becomes totally disabled before age 70 shall be eligible for the extended benefit provisions of the life insurance policy until age 70. Current recipients of extended life insurance shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1983.

Section C. Employer Contribution for Health Insurance. From the effective date of this Agreement through October 4, 1983, the Employer shall contribute toward the cost of employee and dependent health and dental coverage an amount equal to the Employer's contribution in effect on June 30, 1983.

Effective October 5, 1983, the Employer shall contribute the lesser of the total employee Blue Cross and Blue Shield monthly premium or the

monthly premium of the carrier covering the employee toward the cost of employee health coverage.

Effective October 5, 1983, the Employer shall contribute a flat-rate dollar amount per month up to the total dependent Blue Cross and Blue Shield insurance premium for all employees carrying dependent coverage not to exceed the total cost for dependent coverage.

Eligible employees may select coverage under any one of the Health Maintenance Organizations, fee for service health plan, Preferred Provider Organization, or any other plan offered by the Employer. Effective October 5, 1983, the major medical benefits under the fee for service plan shall pay 80% of the first \$5,000 and 100% of the remainder up to a lifetime maximum of \$500,000 per person, after an annual deductible of \$100.00 per employee or \$300 per family.

The parties agree that effective October 5, 1983, the following changes will be made in the fee-for-service plan:

1. The medical/surgical benefit shall pay ninety percent (90%) of the usual, customary and reasonable charges as defined in the current contract with the fee-for-service carrier.
2. After an annual out of pocket cost of \$1,000 per employee or \$1,500 per family, the major medical benefit for outpatient nervous and mental treatment and chemical dependency treatment shall provide 100% payment of all eligible charges up to the lifetime maximum of the policy.
3. In those geographical areas where specified hospitals limit charges in accordance with an agreement with the fee-for-service carrier, the hospital benefits shall be paid as specified in Section C herein when employees or dependents are confined to a participating hospital. Employees electing a non-participating hospital in the geographical area covered by the agreement

will be responsible for any charges for themselves or their dependents that exceed the charges that would have been paid by the carrier for the same service at a participating hospital.

4. As soon as the fee-for-service carrier offers a plan limiting physicians' charges in accordance with a contract with the carrier, the Employer will subscribe to and implement the plan.
5. The Employer will contract with the fee-for-service carrier to reimburse employee costs in accordance with the carrier contract when the employee or dependent is confined to a licensed hospice.
6. The Employer will contract with the fee-for-service carrier to reimburse employee costs in accordance with the carrier contract when the employee or dependent is confined to a licensed birthing center.

Section D. Employer Contribution for Dental Insurance. Effective October 5, 1983, the Employer shall contribute the lesser of the total employee Delta Dental monthly premium or the monthly premium of the dental carrier covering the employee toward the cost for employee coverage.

Effective October 5, 1983, the Employer shall contribute the lesser of one-half ($\frac{1}{2}$) the dependent Delta Dental monthly premium or the premium of the carrier covering the dependent toward the cost of dependent dental coverage.

Eligible employees may select coverage under the fee-for-service dental plan offered by the Employer or any other dental plan offered by the Employer.

Section E. Optional Insurance. Up to \$105,000 additional life insurance may be purchased by employees, subject to satisfactory evidence of insurability, in increments established by the Employer. Dependent

coverage of \$3,000 for each dependent and up to one-half ($\frac{1}{2}$) the principal sum carried by the employee for the spouse shall also be available for purchase.

The Employer shall continue to make available all other existing optional insurance coverages.

Section F. Group Premium for Early Retirement. Unless modified by other provisions of this agreement, employees who retire from state service prior to age sixty-five (65) and who are entitled at the time of retirement to receive an annuity under a state retirement program shall be eligible to continue to participate, at the State group premium rate, at the employee's expense in the group hospital, medical, and dental benefits as set forth in Minn. Stat. 43A.27, Subd. 3.

Section G. Life Insurance -- Retired Employees. Employees retiring on or after July 1, 1981, will be entitled to a five-hundred dollar (\$500.00) death benefit provided the employee is eligible for and receiving benefits under a state retirement program. A \$500.00 death benefit shall also be payable to the designated beneficiary of an employee who becomes totally and permanently disabled 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 H. Insurance Coverage for Laid Off Faculty Members. All eligible tenured faculty members who have been laid off pursuant to the provisions of Article 23 shall continue to be eligible to receive the benefits provided in this Article for a period of six (6) months from the effective date of lay off. Such faculty members shall have the option to continue to participate in the group insurance programs in accordance with Article 23.

Section I. Open Enrollment. There shall be an open enrollment period annually for the coverages available under Section C of this Agreement lasting a minimum of thirty (30) calendar days. The open enrollment period shall commence on a mutually acceptable date. For employees

retiring and entitled to receive an annuity under a State retirement program, there shall be an open enrollment period for a thirty (30) day calendar period immediately preceding the date of retirement. Changes in coverages shall become effective at the beginning of the payroll period nearest October 1 in each year or the first day of the first full payroll period following the employee's retirement.

There shall be an open enrollment period for the coverages provided under Section D above during the first year of this Agreement lasting a minimum of thirty (30) calendar days and commencing on or before February 1, 1984.

Section J. Eligibility for Employer Paid Benefits. An employee who is employed for at least seventy-five percent (75%) of a regular academic year (the 75% minimum requirement can be either a 168 duty day contract at .75 load or a contract for 75% of 168 duty days at full load or some equivalent combination) shall be eligible for Employer paid benefits. A faculty member initially hired during the academic year on a tenured, non-tenure track, or probationary contract may receive state benefits if the initial tenured, non-tenure track, or probationary contract is for a minimum of .75 load for the duration of that initial contract.

Benefits shall become effective on the first day of the first payroll period beginning on or after the twenty-eighth (28th) calendar day following the first day of employment or rehire, exclusive of summer sessions. An employee must be actively at work on the date state life insurance benefits increase except that an employee who is on a paid leave of absence on the date state life insurance benefits increase shall also be entitled to the increased life insurance coverage.

Dependents who are hospitalized on the effective date of coverage will not be insured until such dependents are released from the hospital. This also applies to any optional coverages. In no event shall the dependents' coverage become effective before the employee is covered.

Benefits provided under this Article shall continue as long as an employee meets the basic eligibility requirements. An employee eligible for basic coverage paid by the Employer shall have such coverage maintained during the period of a sabbatical leave. Coverage will continue when an employee is off the payroll due to work related injury or disability and is either receiving workers' compensation payments or on leave of absence as provided in Article 17. Sick leave cannot be used for the purpose of continuing state paid insurance by keeping an employee on the state payroll for one (1) working day per pay period during the time the employee is on an unpaid leave of absence.

Coverage will terminate at the end of the payroll period of the effective date of resignation, termination, or non-renewal. However, a fixed-term employee will cease to be covered at the expiration date of his/her contract, unless notice is provided by the President by May 1 of each year that the employee will be rehired.

Employees on leaves without pay may continue their insurance coverage at the Employer's expense in accordance with Article 18, Section D; employees on any other type of unpaid leave of absence may continue insurance for up to one (1) year at their own expense. Any employee who resigns, is terminated, or not rehired at any time shall be given a notice of eligibility to continue insurance at his/her expense for twelve (12) months.

For employees age sixty-five (65) and over, insurance coverage shall be coordinated with relevant health insurance benefits provided through the federally sponsored Medicare program.

Section K. Employee Paid Benefits. An employee employed on the basis of 50% to 75% of a regular academic year may, at his or her own expense, elect to be covered by the benefits provided for in this Article.

ARTICLE 15

TRAVEL

Section A. Reimbursement. Faculty members engaged in expressly assigned travel by the Employer shall be reimbursed for expenses actually incurred while in travel status in accordance with the travel regulations established by the State University Board. Copies of current travel regulations shall be readily available on each campus.

Section B. Use of Private Vehicles. Whenever practicable, state-owned vehicles shall be made available to faculty members required to travel on behalf of the Employer. The President may elect to allow members to use personal vehicles on a case-by-case basis and reimburse the mileage resulting at the rates provided under the state travel regulations. Except for emergency circumstances, or when defined by the President 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 C. Professional Travel. For each fiscal year (1983-84; 1984-85) of this Agreement, each academic department will be allocated professional travel funds, at the rate of \$150 in FY 1984 and \$200 in FY 1985, per each full-time equivalent faculty member in the department as of the beginning of each academic year. The membership of each department shall, through a democratic process, determine an equitable procedure for the distribution of such funds to the faculty members. Funds provided by this Section shall be used only for financing travel to professional conferences, workshops, and similar meetings for professional development of the faculty member. The department may carry over any portion of its allocation from the first to the second year of the biennium.

ARTICLE 16

SEVERANCE PAY

Section A. Eligibility. Severance pay shall be granted to employees in accordance with the following provisions:

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

Subd. 2. Probationary and tenured faculty members who have fewer than twenty (20) years of service in the State University System shall receive severance pay upon mandatory retirement, death, permanent lay-off, or receipt of separation incentive. Faculty members on non-tenure track or fixed-term appointments, 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 State University System 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 University System, receive severance pay in the event of mandatory retirement, death, or discontinuance of employment to the extent the funding source permits. In the event of death, such benefit shall be made to the beneficiary designated by the faculty member under the Minnesota Teachers Retirement Association.

Subd. 3. Faculty members who retire from the State University System after ten (10) years of service, and who are eligible for and receive an annuity under a state retirement program shall also receive severance pay.

Section B. Computation. Severance pay shall be computed at 40% of the faculty member's regular accumulated but unused sick leave balance multiplied by the faculty member's regular daily rate of pay at the time of separation. The base for computing severance pay shall not exceed 125 days. Should the faculty member have less than 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 State University System, 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 re-employment and the amount of unused sick leave at the time of the faculty member's subsequent eligibility.

Section D. Separation Incentive.

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

Subd. 2. Compensation. An eligible faculty member who elects early separation through resignation or early retirement by May 15, to be effective the immediately following July 1, shall receive compensation equal to his/her base salary minus 10% of his/her base salary for each year beyond age fifty-five (55). 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 his/her full base salary. The faculty member shall receive the compensation in two equal annual payments, the first upon

separation and the second the following July 1, or on other reasonable terms as conveyed by the faculty member and accepted by the administration.

Subd. 3. Maintenance of Benefits. The separated faculty member shall have the right to continue, at the employer's expense, health insurance benefits for one year after separation.

Subd. 4. Persons choosing early separation shall have eligibility for early retirement payments determined in accordance with appropriate statutes and regulations.

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 first fifteen (15) months of employment. Beginning with the 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 three (3) days per quarter, plus one and one-half (1½) days for each single summer session and three (3) days for each double summer session employed.

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 his/her 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 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 B, Appointment of Faculty, 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 per month employed pro-rated 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.

Subd. 5. Sick leave shall be granted by the President 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 in the immediate family of the faculty member, making it necessary that the faculty member be absent from his/her duties. In the case of absence for illness of members of the immediate family, the term "immediate family" shall be defined to include the spouse, brothers, sisters, children, ward, parents or parents of the spouse living in the faculty member's household. The

President may extend the provisions to include other residents of the household.

Subd. 6. Any faculty member re-employed within one (1) year at the same or at any other university within the System shall have unused accumulated sick leave reinstated 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 60% of the unused accumulated sick leave reinstated 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.

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. The term "immediate family" shall be construed to mean the spouse, the parents, guardian, children, grandchildren, brothers, sisters, grandparents, or wards of either the faculty member or faculty member's spouse. Bereavement leave shall not be deducted from sick leave in the case of relatives of the faculty member or the spouse's parents. 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 depending upon circumstances.

Section C. Military Leave of Absence. Faculty members who are members of the state or federal armed service 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.

Section F. Sabbatical Leave.

Subd. 1. The President may grant a sabbatical leave to an eligible faculty member who proposes to undertake a scholarly research project, additional study or other endeavor that will enhance the faculty member's contribution to the university. At the beginning of each fall quarter, the President, after meeting and conferring with the Association, will establish a schedule for application, for 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 six (6) years of service at the university since the faculty member's initial date of employment, or since the expiration of such faculty member's previous sabbatical leave. 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 therefor shall be communicated to the faculty member in writing. However, the faculty member shall be granted a full year sabbatical, upon request, after completion of ten (10) years of service, or since the expiration of the faculty member's last previous sabbatical leave, subject to Subd. 3 below. Should more than 25% of the faculty of any particular department or program be eligible for and request such a leave, the president shall grant such leave to the 25% who are most senior, and delay the grant of leave to other faculty until the following year. The president may grant such sabbatical leaves for two (2) quarters or one (1) quarter where financially and programmatically feasible. The granting of such partial-year 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. A full year's credit shall be given for each year of such leave but shall not exceed two years.

Subd. 3. The faculty member's proposal for sabbatical leave shall include a written plan consistent with the purpose outlined in Subd. 1 above and an indication of the quarter(s) that the faculty member intends to be on 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 broad outline 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) quarter at full base salary, for two (2) quarters at 2/3 of base salary, or for a full academic year at one-half ($\frac{1}{2}$) of base salary. Effective with FY 1985, sabbaticals for a full academic year shall be granted at two-thirds ($\frac{2}{3}$) 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. Faculty members at universities operating on other than a quarter system shall be afforded leave options equivalent to those provided above.

Subd. 7. A faculty member shall be eligible for continued group insurance benefits as provided by law during the course of the leave.

Section G. 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.

Section H. 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. A general leave of absence beyond two (2) consecutive years may be granted at the discretion of the President.

Subd. 2. Educational Leave. The President may grant an educational leave at the request of the faculty member when the purpose of the leave is to work toward certification or an advanced degree, if the 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.

Subd. 3. Extended Leaves. Extended leaves of absence of at least three (3) but no more than five (5) years may be granted in accordance with M.S. 136.88. Notwithstanding any other section of this Agreement, retention and accrual of all rights and benefits for faculty on extended leave shall be governed by M.S. 136.88.

Section B. Parental Leave. Upon request, a parental leave of absence without pay shall be granted to natural or adoptive parents. Faculty members who intend to use parental leave according to the provisions of this Section should notify the Administration as soon as it is practicable. The leave shall commence on the date requested by the faculty member, and shall continue for a period for up to nine (9) months; however, when feasible, an effort should be made to begin and end a leave coincidental with the beginning of academic quarters. Parental leave may be extended for an additional nine (9) months upon application to and approval by the Administration.

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 their expertise, shall be entitled to credit

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

ARTICLE 19

NOTICE OF VACANCIES

Notice of any vacancies in the State University System shall be made known to the faculty by means of posting on bulletin boards designated for such purposes, and shall be included in the University/President's newsletter and shall be sent to the IFO/MEA 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.

ARTICLE 20

DEPARTMENTS AND DEPARTMENT CHAIRPERSONS

Section A. Departments.

Subd. 1. The President may, after meeting and conferring, designate various academic departments consistent with the institution's mission and academic scope of activity.

Subd. 2. All faculty members shall be members of at least one (1) department or equivalent administrative unit. Nothing in this Article shall be construed to compel the Employer to have a chairperson in any given department. In departments where the administration has decided not to have a chairperson, the department may elect and propose annually a person to carry out the procedures required by the contract.

Subd. 3. Departments shall have the right to establish, through a democratic process and in a manner consistent with university procedures and the provisions of this Agreement,

departmental policies, procedures and schedules. The department may make recommendations, forwarded through the department chairperson, on its own behalf concerning such matters as personnel actions, budgetary matters, teaching assignments, the departmental curriculum, classroom and equivalent duty schedules, etc. The department shall establish appropriate committees as the need arises.

Section B. Department Chairpersons.

Subd. 1. The responsibility of the department chairperson shall be to provide academic and administrative coordination.

Subd. 2. The department chairperson shall coordinate the activities of the department through a process of regular consultation with all the members of the department and the President of the university or his/her designee. The chairperson shall provide coordination within a department in respect to departmental rights and functions as described in Section A of this article.

Subd. 3. The chairperson shall be responsible for forwarding recommendations of the department to the appropriate administrative personnel, but shall not be restricted from submitting his or her own reactions or recommendations to the President or his/her designee, whether or not such chairperson recommendations coincide with those of the faculty. 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.

Section C. Release Time and Compensation.

Subd. 1. All department chairpersons of departments of five

(5) or more FTE members shall be offered appointments of at least 196 duty days, however, chairpersons shall not be obligated to accept an appointment for longer than 168 duty days.

Chairpersons of smaller departments may be offered appointments of longer than 168 duty days in duration if in the discretion of the President the duties of such chairpersons require extended appointments. The 196 duty days of the extended appointment shall consist of the 168 academic duty day schedule plus three (3) contiguous days, plus either Summer Session I or Summer session II. The choice of summer session and schedules other than this shall be determined with the chairperson.

Subd. 2. During the regular academic year, department chairpersons shall have release time according to the listed schedule below. Release time may be averaged during the course of the academic year in order to meet the requirements of the listed schedule.

<u>FTE</u>	<u>Release Time</u>
1-3 FTE Members	by arrangement
4-15 FTE Members	1/3 to 1/2 time by arrangement
16-24 FTE Members	1/2 to 2/3 time by arrangement
25 or more	2/3 to full-time by arrangement

Arrangement shall be subject to approval by the President after consultation with the individual department chairperson.

Sub. 3. During the summer session those department chairpersons on more than a nine (9) month appointment shall not have a teaching load which exceeds a maximum of one (3 or 4) credit course at one summer session.

Section D. Selection.

Subd. 1. Search. When a department chairperson is to be selected, the President or his/her designee, after consultation with the department faculty, shall determine whether the new

chairperson 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 or his/her designee as the department's nominee for the position of chairperson.
- (b) Within ten (10) working days of the receipt of such nomination, the President or his/her 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 meet with the department to discuss the reasons therefor.
- (c) If the President or his/her designee declines to appoint the nominee, the department shall conduct a second election and submit the name of a different nominee to the President or his/her designee.
- (d) Within ten (10) working days of the receipt of the name of the second nominee, the President or his/her designee shall appoint the nominee.

Subd. 3. Temporary Vacancies. For temporary vacancies (such as when a chairperson is on leave or during the interim period when an election is being conducted) the President or his/her designee, may, after consultation with the faculty members of the department, appoint an interim chairperson 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. Recall.

Subd. 1. Upon presentation to the President or his/her designee of a petition signed by a majority of the department members eligible to vote, excluding the department chairperson, to recall the chairperson of that department, the President or his/her 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 or his/her 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 to the President or his/her designee that he/she 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 departmental meeting and a record by number of the votes cast, the President or his/her 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 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 or his/her designee may, after consultation with the department, declare a vacancy to exist in the position of chairperson. Such action shall not be subject to the Grievance Procedure. In filling the vacancy, the selection shall be made in accordance with the provisions of Section D hereof.

Section G. Voting Eligibility. Faculty members who have at least one-half ($\frac{1}{2}$) time appointments in the department and have been members of that department for at least two (2) complete consecutive quarters shall be eligible to vote in matters pertaining to the department chairperson.

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 chairperson shall be considered vacant.

Section I. Directors. During spring quarter of each year prior to May 10 the President shall submit to the Association a list of all Director or similar positions for which release time and/or remuneration is provided. The list shall include the position description and the compensation (monetary and/or release time). A meet and confer shall be held after receipt of the list but prior to the end of spring quarter 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.

ARTICLE 21

APPOINTMENT OF FACULTY

Section A. Vacancies. When new faculty positions are created or faculty vacancies exist, such positions shall be advertised in accordance with Article 19 of this Agreement. Prior to making an appointment, the President shall involve the department in evaluating academic credentials of the candidates and in making recommendations to the President concerning the candidates for the vacancy. When a faculty vacancy exists because of resignation, retirement, death or transfer, the President or his/her 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 tenure track faculty members and shall not apply in the calculation of the seniority. Faculty members who, by application of this section, would have completed their probationary period prior to July 1, 1983, shall be eligible to apply for consideration for tenure during the 1983-84 academic year.

Section C. 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 purposes of assignment to rank.

Section D. Appointments. Appointments shall be one of the following five 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 is used when a position not clearly of a temporary nature needs to be filled for a temporary period (not to be extended beyond one (1) year) when normal procedures do not result in the position being filled or time requirements cannot be met. Positions extending beyond two years shall not be considered "temporary."
- (b) Length. A fixed-term appointment shall not exceed twelve (12) months in duration; however, the President may extend such an appointment to a maximum of two (2) years when such 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. Fixed-term appointments may also be utilized as replacements for persons on leaves, or for head coaches in accordance with Article 10, Section G, as well as those financed by monies from an outside jurisdiction or agency which may terminate such funding in a manner beyond the control of the employer. Fixed-term appointments to such positions so funded may be extended beyond the two-year period. Fixed-term appointments made in accordance with other exceptions allowed in the 1981-83 agreement and in effect as of the effective date of this agreement shall

continue as fixed-term appointments until the expiration date of the appointments.

Subd. 2. Non-Tenure Track Appointments. A non-tenure track appointment is an appointment not leading to eligibility for consideration for tenure. A non-tenure track appointee will have employment for the subsequent year unless notified otherwise by March 15 of the year of employment. By June 30, 1984, no more than 8% of the full-time equivalent bargaining unit membership at each university as of the previous March 1 shall have this status.

Subd. 3. Adjunct Appointment. An adjunct faculty member shall not teach more than twelve (12) credits in any one (1) academic year. The appointment terminates at the end of the stated period and carries no implication for future employment. The department shall be responsible for evaluating the academic credentials of the candidates and in making recommendations to the President for such appointments.

Subd. 4. Probationary Appointments.

- (a) Definition. Probationary appointment is any appointment other than fixed-term, non-tenure track, adjunct, or tenured appointment. A probationary appointment means that the individual holding such an appointment holds it for a stated term but that during such term he/she is being evaluated for purposes of determining whether or not at some fixed time an appointment with tenure shall be offered. Probationary appointments may be for one (1) year or other stated periods, and may be non-renewed subject to the conditions in Article 24, Section C.
- (b) When the administration decides to appoint a probationary faculty member within a department, a notice of vacancy shall

be prepared according to normal university procedures.

When the notice of vacancy is approved by the university, non-tenure track and fixed-term faculty who have served five (5) or more FTE years in that department may apply for that position. Before commencing the formal search to fill the position, the department shall review all such applications from eligible non-tenure track and fixed-term applicants. Should none of the applicants be recommended by the department or appointed by the administration, the formal search shall continue.

- (c) 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 the completion of that academic year.
- (d) Computation. The probationary period shall include all tenured, probationary, non-tenure track, 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. 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 non-renewal of such appointments shall be given no later than May 31 of the year prior to the expiration of the appointment. 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. 5. Tenure.

- (a) Definition. An appointment with tenure is an appointment granted by the Employer upon successful completion of the probationary period specified in Subd. 4(c) hereof. 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, Faculty Rights on Dismissal, Suspension, and Non-Renewal, or Article 23, Retrenchment. Tenured employees on less than full-time appointments shall automatically be reappointed to a position of at least .50 FTE but less than full-time each year unless terminated under the provisions of either Article 24, Faculty Rights on Dismissal, Suspension, and Non-Renewal, or Article 23, Retrenchment. Changes in workload for a tenured part-time faculty member shall not constitute a retrenchment so long as that workload remains at .50 FTE or above.

Tenured full-time employees who are appointed to a part-

time position shall be considered to hold tenure in that position, and shall retain tenure as a full-time employee upon return to full-time employment.

Tenured part-time faculty members may apply for consideration for tenure as a full-time employee after three (3) continuous years of service in a full-time position.

- (b) Except for employees who by virtue of prior service credited in accordance with Subd. 4(d) above are eligible for consideration earlier, an employee shall normally be considered for tenure during the fifth year of continuous FTE service in a tenure-earning position. A non-tenured faculty member who believes he/she is eligible for consideration for tenure shall inform the Dean in writing so that appropriate action will be taken, and, if such consideration is during the fifth year of FTE service, this procedure for consideration for tenure shall be in lieu of any other established procedures for consideration for non-renewal of probationary employment. The President or his/her designee shall ask the appropriate Department and chairperson for recommendations towards the tenure of the faculty member concerned. The President may establish any additional procedures within the administration after meeting and conferring with the Association. The faculty member shall be advised of the recommendations sought by the President and shall be given an opportunity to comment in writing. The President, after considering the recommendations and the faculty member's comments, if any, shall decide whether or not to grant tenure to the faculty member. The President's decision shall be communicated to the faculty member by May 31. Should the President's decision

be negative during the faculty member's fifth year, the sixth year's contract shall be terminal. Otherwise, the faculty member shall have tenure status.

ARTICLE 22

PROFESSIONAL DEVELOPMENT AND EVALUATION PROCEDURES

Section A. Purpose. The evaluation process shall be for the purpose of encouraging and supporting professional development, improving instruction and academic support services, and providing information necessary, in part, as a component in making personnel decisions.

Section B. Criteria. The criteria shall include:

1. Demonstrated ability to teach effectively 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

Section C. Schedule. Non-tenured faculty members with appointments of .5 FTE or more shall be evaluated formally at least once annually. Unless requested more frequently by the faculty member, tenured faculty members shall be evaluated formally once every four (4) years.

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 consisting of a timetable for preparation of plans for professional development by individual faculty members, a timetable for annual reporting, and a timetable for the formal evaluation at the end of the evaluation period.

At the beginning of the evaluation period, the individual faculty member, after consultation with the Dean or his/her administrative designee, or other appropriate supervisor, shall prepare a plan for his/her professional development covering the period of evaluation. The faculty member may discuss the plan with the chairperson and with members of the department. The plan shall include specific objectives, methods and expected achievements in respect to each of the criteria in Section B. While each of the criteria in Section B shall be addressed in the faculty member's plan, each faculty member may place a different emphasis on the various criteria. The appropriate Dean, his/her administrative designee, or other appropriate supervisor shall comment on the plan. 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.

Section E. 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 through the department chairperson. 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 any suggestions the Dean might offer to guide future professional development activities, shall then be sent to the faculty member, and

placed in the faculty member's official personnel file.

Tenured faculty members, at the end of the first, second and third year of the evaluation period, shall send to the Dean a report describing progress made with respect to his/her plans for professional development. Copies of these reports shall be sent to the appropriate chairperson, to the faculty member's dean, and to the faculty member's personnel file.

ARTICLE 23

RETRENCHMENT

Section A. Retrenchment. A retrenchment may take place due to financial considerations, program changes, enrollment shifts, or legislative mandate. In the event of retrenchment, the following provisions shall apply:

The President shall meet and confer with the Association, in accordance with the provisions of Article 6, in the event a retrenchment is contemplated. In connection with such duty to meet and confer, the President shall give the reason(s) as listed above for the contemplated retrenchment and shall provide information, including information of anticipated attrition, and statistical and financial data having a bearing on any such contemplated retrenchment.

Section B. Retrenchment Procedure.

Subd. 1. Attrition. Whenever possible vacancies created by retirement, resignation, death or early separation, shall be used to accomplish retrenchment.

Subd. 2. Layoff. Upon determination by the President that attrition will not accomplish the retrenchment, then layoffs may be instituted. After meeting and conferring with the Association pursuant to Section A hereof, the President shall determine the particular department or program in which personnel reductions are to be made. Such reductions shall then be

accomplished in the following order:

- (a) Adjunct, 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 of seniority as described in Article 29 hereof. No tenured faculty member who has at least twenty (20) years of service within the State University System or who is within five (5) years of mandatory retirement shall be laid off. 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.

Subd. 3. Advance Notice. Notice of layoff under the provisions of this Article, for non-tenured faculty members shall be furnished in accordance with Article 24, Section C, Subd. 3. Tenured faculty members to be laid off under the provisions of this Article shall be provided notice pursuant to this Article no later than May 31 of the prior year.

Subd. 4. 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. The President may offer a sabbatical leave to a faculty member in lieu of lay off for the purpose of retraining in a field for which employment is available at the faculty member's university.

Subd. 5. The President may allow a faculty member who has

been given notice of layoff to spend the terminal year in a retraining status.

Subd. 6. Tenured faculty members who have been given notice of layoff may, at any time during the year of notice, choose to be placed on furlough instead of being laid off. Furlough status shall be under the following conditions:

- (a) The furlough shall start at the end of the year of notice and continue for a period of no more than two (2) years.
- (b) There shall be presumption that the faculty member on furlough shall return to duty unless the President, by March 15 of the second year of the furlough, determines after meeting and conferring with the Association that the individual faculty member shall be laid off. In such event, the lay off shall begin immediately following the furlough.
- (c) Faculty on furlough shall have all recall and reassignment rights described in other sections of this Article, and such rights shall continue for three (3) years beyond the furlough should the individual be subsequently laid off.
- (d) Faculty members on furlough shall be eligible for employer paid insurance benefits at the level in force at the time of layoff notice for a period of twelve (12) months after the beginning of the furlough. Such insurance benefits shall be available at the employees expense for an additional twelve (12) months. If employer paid insurance is provided during furlough, the employee shall not be eligible for further benefits during a layoff immediately following the furlough.
- (e) Time spent in furlough status shall not be counted toward meeting the provisions of Section B, Subd 2(c) of this

Article.

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 re-employment rights for three (3) years within the system, following the same procedure used for recall in Section E.

Section D. Reassignment. Tenured faculty members notified of layoff in accordance with this Article shall have reassignment rights within the State University System in accordance with the following provisions:

1. Faculty members shall be reassigned to a department or program where a vacancy exists and whenever the faculty member applies and is found qualified to fill the position. The determination of whether the faculty member is qualified to fill the position shall be made by the department where the vacancy exists. 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. Upon determination that no faculty member on notice of layoff or on the list described in Section F,2, of this Article is qualified, the Employer may proceed to fill the vacancy through normal procedures.
2. Persons offered re-employment 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 quarter 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 State University System, 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.

3. Persons who decline such offers of re-employment waive all rights of reassignment as established in this Article and shall have their names removed from the reassignment list.
4. All reassignment rights established herein shall expire at the conclusion of three years (36 months) from the effective date of the faculty member's lay off or upon reassignment to a full-time tenured position in the bargaining unit.

Section E. Recall. Tenured faculty members laid off in accordance with this Article shall have 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 in accordance with the following provisions:

1. When a vacant position is filled, laid off faculty members who are eligible for the position shall be offered re-employment in inverse order of their lay off from the system. In the event that two or more faculty members were laid off at the same time, then that person with the greater seniority shall have priority for recall. If these faculty members have equal seniority then the person with greater length of tenured service in the university 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 re-employment 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 quarter following the date such offer was made or thirty (30) days, whichever is later.

3. Persons who decline such offers of re-employment 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 years (36 months) from the effective date of the faculty member's layoff.

Section F. Recalled/Reassigned Faculty.

1. Faculty members who are recalled/reassigned in accordance with this Article and returns to employment in the System shall be re-employed 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-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 the six (6) months of Employer paid insurance benefits expire (Article 14, Section H), the laid off employee shall have the right to continue at his/her own expense his/her full insurance benefits at the group rate for an additional thirty (30) months.

Section G. Determination of Department or Program. 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 by the President shall occur no more than once each year, and shall be announced by and effective with the posting of seniority rosters on March 1st. Such determinations of the President shall not be subject to the provisions of the Grievance Procedure.

Section H. Transfer. Transfers of individual faculty members to an existing or to a new department or program on the seniority roster shall become effective one (1) year after such changes are posted in accordance with Section G above.

Section I. Outplacement Service. The State University System, after consultation with the IFO/MEA, shall select an outplacement consultant and provide such services to faculty members who are given notice of layoff and who request the service.

Section J. Grievance Procedure. A lay off 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 ON DISMISSAL, SUSPENSION, AND NON-RENEWAL

Section A. Tenured Faculty. A tenured faculty member may be dismissed only for just cause. In the event that the President believes such just cause exists, he/she shall give written notice of the proposed action to the affected faculty member and the IFO/MEA. Further, the President shall furnish the faculty member the reasons therefor and shall forward such reasons to the IFO/MEA unless the faculty member requests that such information not be so forwarded.

Section B. Non-Tenured Faculty. (Probationary, Non-Tenure Track, Fixed-Term, and Adjunct).

Dismissal for Cause. A non-tenured faculty member may be dismissed only for just cause during the period of his/her appointment. In the event that the President believes such just cause exists, he/she shall give written notice, specifying the reasons to the faculty member and the IFO/MEA.

Section C. Probationary Faculty.

Subd. 1. The decision to non-renew probationary faculty shall be made by the President and shall not be for arbitrary or capricious reasons.

Subd. 2. Should a recommendation for non-renewal be made by the department, the dean, or the vice president, 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/MEA representative.

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

- (a) Not later than March 1 of the first academic year, if the appointment expires at the end of that year, or if a first year appointment terminates during an academic year, notice shall be given at least three (3) months in advance of its termination.
- (b) Not later than December 15 of the second academic year⁽¹⁾ of service, if the appointment expires at the end of that year, or, if a second year appointment terminates during an academic year, at least six (6) months in advance of termination.
- (c) No later than May 31 of the year prior to expiration of the appointment during the third and subsequent years of academic service.

Subd. 4. The probationary faculty member who is non-renewed shall, upon request, be given written reasons for his/her non-renewal within fifteen (15) days of the request.

Subd. 5. A probationary faculty member who has been given notice of non-renewal in the third or subsequent years of employment shall, upon request, be granted an interview with the President by January 15th 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. 6. The probationary faculty member who is non-renewed shall have access to the full Grievance Procedure for any violation of Subds. 2, 3, and 4 above and shall have access through the President's Level of the Grievance Procedure for any other violations of this Subdivision.

Subd. 7. 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 nonrenewal 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 complete the plan for professional development or the annual report in accordance with the timetables established by the President as described in Article 22, Section D, shall be served a written notice to comply within ten (10) days or lose the protection provided by this subdivision.

Section D. Non-Tenure Track Faculty. Non-tenure track faculty will have employment for the subsequent year unless notified otherwise by March 15 of the year of employment. Such notification shall not be considered a non-renewal of employment requiring a statement of reasons as required by Section C, Subd. 4, of this Article. The decision to give such notification shall not be subject to the grievance procedure.

Section E. Suspension and Written Reprimand.

Subd. 1. Faculty members shall be suspended, with or without pay, or issued a written reprimand only for just cause. In the event that the President believes just cause exists for such a suspension, he/she shall give written notice of the proposed action specifying the reasons to the affected faculty member and the IFO/MEA. Such actions shall be subject to the Grievance Procedure.

Subd. 2. Suspension without pay shall be limited to a thirty (30) day period.

ARTICLE 25

PROMOTIONS

Section A. Criteria. Promotion shall be based on the principles of demonstrated consistent performance and high achievement. The criteria to be used shall include:

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

Additionally, length of service in rank and at the university may be a factor. Normally, three (3) evaluations will be a prerequisite for consideration for promotion (see Article 22, Professional Development and Evaluation Procedures).

Section B.

Subd. 1. Normally, a faculty member who wishes to apply for promotion shall initiate the process by November 15. The faculty member will complete an application for promotion and send a copy of the application, along with supporting documentation to the department, through the department chairperson. A copy of the application for promotion will also be sent to the dean. The recommendation of the department and of the department chairperson along with all documentation shall be sent to the dean by January 30.

Subd. 2. The faculty member being considered for promotion shall be provided with a copy of the chairperson's and the dean's proposed recommendation to the vice president and shall be given the opportunity to meet with the dean. The faculty member may attach comments to the recommendations prior to their submission, with all documentation, to the vice president. The vice president's recommendation, with all documentation, shall be sent to the President, by March 30. A copy of the vice president's recommendation shall also 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 makes his/her final decision on the faculty member's request for promotion. The President's decision shall be conveyed to the faculty member in writing by May 10.

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

A faculty member who is not promoted shall, upon his/her request, be given the opportunity to meet with the President or his/her designee to discuss the President's decision. The faculty member may request, and shall be furnished, written indications of the areas of deficiency, and guidance concerning appropriate courses of action to overcome such deficiencies.

Subd. 3. Failure of the departmental faculty or of the department chairperson to make a recommendation to the dean by January 30 shall not preclude the President from making a decision to promote or not to promote an individual subject to Subd. 2.

Section C. Effective Date. All promotions shall take effect on the first duty day indicated in the appointment letter for the subsequent year.

Section D. All instructors shall be promoted to Assistant Professor upon being granted tenure.

ARTICLE 26

METROPOLITAN STATE UNIVERSITY

Section A. Workload. In addition to duties involving advising, assessment, curriculum development, center and other academic assignments, community service and professional development, the regular workload of every faculty member shall include teaching three courses -- two (2) courses per year in disciplines for which one is qualified (as recommended by the academic center or program faculty and approved by the President or her/his designee), and one (1) individualized educational planning course (or any course that replaces it). A faculty member with a half-time contract will teach one (1) discipline course and one (1) individualized educational planning course during the term of her/his appointment. The teaching responsibilities of a faculty member on an extended contract will be assigned by the President or her/his designee. The President or her/his designee

may assign more than one (1) course to a faculty member per quarter.

Section B. Overload. In addition to her/his regular duties, a faculty member, with prior approval by the President or her/his designee, may perform duties on an overload basis. Overload duties may include teaching, as defined below, and, during extended non-duty day periods, degree plan consultations, degree plan reviews, and assessment of experiential learning. For performing overload duties faculty members shall be compensated at the same rate as that paid to community resource consultants who perform similar duties. With the consent of the President or her/his designee a course may be considered overload: (a) if the course is above and beyond the teaching responsibilities described in Section A; or (b) the President or her/his designee finds it appropriate.

Section C. Advising. As part of her/his regular workload, at any point in time a faculty member with a full-time appointment shall not be required to advise more than sixty (60) student advisees and a faculty member with a part-time appointment shall not be required to advise more than a proportionate number of student advisees.

Section D. Modification. For any particular faculty member, the provisions of Sections A, B, and C hereof may be modified with the written consent of the President or her/his designee and the faculty member.

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 and Outside Employment.

Subd. 1. A faculty member shall be free to accept such outside employment as does not interfere with the full and proper performance of duties to his/her respective university as outlined in this section.

Subd. 2. Faculty members shall not engage in any outside activity which interferes with their regular duties.

Subd. 3. During a period of full-time employment a full-time faculty member shall not receive either an annual retaining fee or a regular salary from any outside source unless the arrangement has been approved by the university President or his/her designee. This provision does not apply to such things as the writing of books or articles, or the giving of occasional speeches or consultations.

Subd. 4. 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.

Subd. 5. 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. 6. The technical equipment of the System or university shall not be used by faculty members for personal use without notice to and the consent of his/her Employer and the payment of a reasonable fee for the privilege enjoyed.

Subd. 7. Faculty members shall not use their position to secure special privileges or exemptions for themselves or others.

Subd. 8. 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.

Subd. 9. 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.

Subd. 10. Faculty members shall not disclose to unauthorized persons confidential information gained by them by reasons of their official position nor shall the faculty member otherwise use such information for personal gain or benefit.

Section D. Professional Improvement Funds.

Subd. 1. Professional Improvement Funds shall mean support funds that in the past have been identified and allocated as "Research Grants" and "Faculty Improvement Grants."

Subd. 2. All faculty members except adjunct faculty shall be eligible for Professional Improvement Funds for the purpose of enhancing their professional competence.

Subd. 3. The funds distributed shall be no less than \$180,000 in FY 1984 and \$195,000 in FY 1985.

Subd. 4. As of the commencement of each academic year all funds shall be distributed to the universities on the basis of the number of FTE faculty members at each institution. Within thirty (30) days thereafter a report shall be provided to the IFO/MEA indicating the amount allocated to each university.

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 in each university shall be made by the President.

Section E. Check Issuance. Faculty members may elect to receive compensation in consecutive equal increments during the period of his/her 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, Tuitions and Fees. Full-time faculty members, and all probationary, non-tenure track, and tenured part-time faculty members, 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 shall not exceed eight (8) credit hours per academic quarter, or summer session, nor twenty-four (24) credit hours per year. The right to waiver of tuition may be applied on a proportional basis to courses of more than eight (8) credits. In the event the faculty member does not exercise this right, the faculty member's spouse or dependent children shall be eligible to take courses within the limits established above, with waiver of tuition only.

ARTICLE 28

GRIEVANCE PROCEDURE

The IFO/MEA 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/MEA or faculty member which cannot be settled informally, a grievance procedure is described herein.

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

Definitions.

Grievance. "Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of any contract required under Minnesota Statutes, Section 179.70, Subd. 1.

Grievant. A "grievant" is a unit member or a group of unit members, Association, or IFO/MEA making the complaint. A grievance filed by the Association which alleges a violation may be initiated at Step 2 of the Grievance Procedure. A grievance filed by the IFO/MEA which alleges a violation may be initiated at Step 3 of the Grievance Procedure.

Days. "Days" means calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statute.

Service. "Service" means personal service or by certified mail.

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

Answer. "Answer" means a concise response outlining the employer's position on the grievance.

Informal Step.

Whenever any employee(s) has a grievance, he/she or they may meet on an informal basis with the appropriate dean (or equivalent) or other University designees 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 or omission if that date is later, shall complete and forward to the Academic Vice President the written signed grievance form (Appendix A) which shall be signed by the

Association grievance representative.

If the grievant, exclusive representative or Academic Vice President requests a meeting, the parties shall meet within seven (7) days of receipt of the grievance 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 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 University President or his/her designee by the exclusive representative or the employee(s) or his/her designee within ten (10) days after receipt of the Step I response. If the grievant, exclusive representative or President requests a meeting, the parties shall meet within seven (7) days of receipt of the grievance 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) desires to appeal, it shall be referred by the IFO/MEA, in writing, to the Chancellor within twenty (20) days after the response at Step II. A meeting between the Chancellor or his/her designee and

the IFO/MEA representative shall be held within ten (10) days of receipt of the grievance 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/MEA representative. If no settlement is reached, the Chancellor or his/her designee shall give a written response to the IFO/MEA 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/MEA representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. The parties may consider an arbitrator from a list provided by the Federal Mediation Conciliation Service, the State of Minnesota Public Employee Relations Board or the American Arbitration Association. Expedited arbitration, as defined by the American Arbitration Association, may be used if agreed to by both parties.

If the employer and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall

be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his 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 contract.

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, three 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. 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 days after the execution of the Agreement, the IFO/MEA 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 contract to members of the bargaining unit.

Subd. 2. Full-Time Equivalent Year. A full-time year shall consist of three quarters of continuous service for a full-term faculty member while one quarter and two quarters of continuous service in an academic year shall result in .33 and .66 of a full-time equivalent year respectively. Faculty with less than a full-time appointment for any quarter 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 Articles 17 or 18 shall not interrupt continuous service. However, a leave granted in accordance with Article 18, Section A, Subd. 1 shall interrupt continuous service if extended beyond five (5) years.

Section B. Application. For purposes of layoff (see Article 23, Retrenchment,) "seniority" may only be exercised 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, he/she shall be entitled to reassignment to the department or program as determined by the President. If two or more faculty members have equal seniority, then those with greater length of tenured service shall have priority for retention. Should faculty members still be equal in seniority, then those with greater length of total service in the university shall have priority in retention. Beyond this the decision of which person to retain will be made on the basis of programmatic needs of the university as determined by the President. Faculty members returning from non-bargaining unit positions to the bargaining unit shall have their seniority restored to a level earned at the time they left the appropriate unit. Such seniority shall include employment service rendered prior to March 9, 1976, if such employment service qualified as seniority pursuant to the SUB Rules and Regulations which were in effect as of March 9, 1976.

Section C. Seniority Roster. A seniority roster shall be posted

and sent to the Association by the President or his/her 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, Grievance Procedure.

ARTICLE 30

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 31

COMPLETE AGREEMENT AND WAIVER

Section A. Complete Agreement. The Employer and the IFO/MEA 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. Modification 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/MEA 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 32, Duration.

ARTICLE 32

DURATION

Section A. Effective Dates. Except as otherwise provided herein, this Agreement shall become effective July 1, 1983 and remain in full force and effect through the 30th day of June 1985.

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/MEA 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 1st of each even-numbered year prior to the expiration of the then current term of 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/MEA:

FOR THE EMPLOYER:

Dated this ____ day of _____ 198__

Dated this ____ day of _____, 198__.

APPENDIX A

GRIEVANCE - STEP I

DATE: _____

NAME:	<u>I/O/MEA Grievance Representative</u>
	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 _____ request a meeting at Step I of the grievance procedure
do not _____

Memorandum of Agreement
Between
Minnesota State University Board
And
Inter Faculty Organization/Minnesota Education Association

The parties to this Agreement agree to implement the following procedure governing the selection of employees to serve on meet and confer committees as provided in Article 6 of the 1983-85 Agreement between the parties. The parties also agree that such procedure shall remain in effect pending final disposition of the lawsuit between Leon W. Knight, et al, (Plaintiffs), v. Minnesota Community College Faculty Association, et al, (Defendants) or until the parties to this agreement mutually agree to revise the procedure.

The selection of meet and confer committees at each university and at the Statewide level shall be by an election conducted by the IFO/MEA, subject to the following conditions.

1. The State meet and confer committee shall consist of no less than _____ faculty who shall be elected for terms of _____ years each. The university meet and confer committees shall consist of no less than _____ faculty who shall be elected for terms of _____ years each.
2. The Employer shall provide to the IFO/MEA and the local Association a list of all eligible voters, who are defined as members of the bargaining unit.
3. Any employee who is a member of the bargaining unit may nominate himself/herself or any other member(s) of the bargaining unit to serve on any meet and confer committee, and shall be an eligible voter.
4. Each eligible voter shall be allowed to vote for as many candidates as he/she chooses, up to the number of members to be elected to the committee. The voter may place no more than one vote for any particular candidate.

5. The members of each meet and confer committee shall elect their own chairperson from among the committee membership.
6. Replacement of any vacant position shall be made by election in accordance with items 2 to 4 above.

FOR THE SUB:

FOR THE IFO/MEA:

DATED: _____

DATED: _____

Memorandum of Agreement
Between
Minnesota State University Board
And
Inter Faculty Organization/Minnesota Education Association

The parties to this Agreement agree that the implementation of the Agreement between the State University Board and the Inter Faculty Organization/Minnesota Education Association effective July 1, 1983 to June 30, 1985, shall be as follows:

1. Any grievance which was filed in an otherwise timely fashion prior to the date of signing of the 1983-85 Agreement will be subject to interpretation in accordance with the 1981-83 Agreement between the parties, and shall not be made invalid solely by any changes in the 1983-85 Agreement.
2. Any act or omission by any administrator which occurred prior to the date of signing of the 1983-85 Agreement shall not be considered a basis for a valid grievance solely because of alleged violation of the 1983-85 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 1981-83 Agreement in effect at that time.

FOR THE SUB:

FOR THE IFO/MEA:

DATED: _____

DATED: _____