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# Master Agreement

## ARTICLE 1 PARTIES

This Agreement is entered into by and between the Board of Trustees, Minnesota State Colleges and Universities (MnSCU), hereinafter called the Board, and the Minnesota State University Association of Administrative and Service Faculty (ASF) affiliated with Minnesota Teamsters Local 320, hereinafter called the Association.

## ARTICLE 2 NON-DISCRIMINATION

**Section A. Employer and Association Responsibility.** The parties are firmly committed to affirmative action and as such accept their responsibility to ensure equal opportunity in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, disability, reliance on public assistance, sex, marital status, sexual orientation, veteran status, membership or non-membership in the Association, or any other class or group distinction, as set forth by State or Federal anti-discrimination laws.

**Section B. Jurisdiction.** The parties recognize that jurisdiction for the enforcement of the provisions of Section A 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 in this agreement. This does not preclude the use of any administrative procedure adopted by the employer.

## ARTICLE 3 RECOGNITION

**Section A. Recognition.** Pursuant to the Minnesota Public Employment Labor Relations Act of 1971, as amended, the Employer recognizes the Association as the exclusive representative in the appropriate unit as described in the decisions of the Bureau of Mediation Services in the cases 75-PR-642-A, dated September 29, 1975; 80-PR-1257-A, dated June 16, 1980; and 83-PR-1220-A, dated September 9, 1983.

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

### **Section C. Unit Determinations.**

Subd. 1. The President or his/her designee shall, in a timely manner, send to the designated local association representative or his/her designee, the position description, organization

chart, and other supporting documentation for all new unclassified supervisory and professional positions which have not been assigned to an existing bargaining unit or which are proposed for assignment to a different bargaining unit. This includes positions to be placed in excluded management and confidential units. Additionally, the President/designee will present a report summarizing new classified positions on a timely basis to the Campus Association. If the local association representative requests a meeting with the university Administration within 10 working days of mailing or delivery of the data, a meeting shall be held within 10 working days, unless another date is mutually agreed to.

Subd. 2. If the parties cannot agree to the appropriate unit for the position, the President shall make an initial determination as to unit placement and shall submit it to the Chancellor or his/her designee. The Chancellor or his/her designee shall notify the Association's President or his/her designee and shall arrange a meeting if desired.

Subd. 3. If the parties are unable to agree as to unit placement of the position, the Chancellor or his/her designee shall make a determination as to unit placement of the position and shall send the position request for temporary assignment to the Minnesota Department of Employee Relations for submittal to the Minnesota Bureau of Mediation Services.

Subd. 4. Managerial and confidential positions upon which the parties have agreed or not raised objections shall be placed in those units. Non-managerial, or non-confidential positions upon which the parties have agreed or not raised objections shall be assigned to the agreed upon unit, and the Chancellor or his/her designees shall send such positions to the Minnesota Department of Employee Relations for submittal to the Minnesota Bureau of Mediation Services.

Subd. 5. Positions which have gone through the process contained in the Subdivisions 1-3 above, and which remain in dispute, may be challenged by the Association filing the proper petition with the Minnesota Bureau of Mediation Services.

Subd. 6. The parties may agree to hold informal discussions with the Minnesota Bureau of Mediation Services concerning the appropriate assignment of any position in dispute. In such cases, the Minnesota Bureau of Mediation Services will be asked to issue an advisory opinion which the parties may use in the form of guidance, but which shall not be binding on any of the parties.

Subd. 7. The Unit Determination Criteria as agreed to by the parties involved and issued by the Minnesota Bureau of Mediation Services are contained in Appendix A to this Agreement.

Subd. 8. This section shall be non-grievable and non-arbitrable except for failure to provide the data noted in Subdivision 1 above.

## **ARTICLE 4 ACADEMIC FREEDOM**

**Section A. Policy.** It shall be the policy of the Minnesota State Colleges and Universities to maintain and encourage full freedom, within the law, of inquiry, teaching, and research. The Employer shall not discriminate against an ASF 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 an ASF Member.

**Section B. Prohibition.** The Employer agrees not to use any mechanical or electronic listening or recording devices except with the ASF Member's express consent; provided, however, that nothing herein shall be construed to preclude the recording of formal proceedings where a record or minutes is customarily maintained.

**Section C. ASF Member Obligation.** In the exercise of academic freedom the ASF Member, while engaged in classroom teaching activities, 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 matter which has no relation to the subject. In extramural utterances, the ASF Member has an obligation to not represent himself/herself as an institutional spokesperson unless so designated by the President.

**Section D. Research and Publication.** An ASF Member is entitled to full freedom in research activities and in the publication of results, so long as such activities do not interfere with the performance of his/her job duties. Research conducted at the direction of the University may only be published upon written permission of the President.

## **ARTICLE 5 DEFINITIONS**

**Section A. Service.** Whenever 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 a written notice or a written response is to be sent to an ASF Member, it shall be sufficient service if mailed to the last known home address of the ASF Member contained in the official personnel file. Personal service shall be deemed complete when the notice or response is handed to or receipted by the party to whom directed.

**Section B. "P.E.L.R.A."** shall mean the Minnesota Public Employment Labor Relations Act of 1971, as amended. Minnesota Statutes Section 179A.01 et. seq.

**Section C. Employer.** "Employer" shall mean the Board of Trustees of the Minnesota State Colleges and Universities (MnSCU), its Chancellor, University Presidents, and designees.

**Section D. ASF Member.** "ASF Member" shall mean a member of the appropriate bargaining unit as described in this Agreement. "ASF Members" shall mean all members of the appropriate bargaining unit as described in this Agreement, regardless of whether they are members of the Association.

**Section E. Association.** "Association" shall mean all the members of the Minnesota State University Association of Administrative and Service Faculty.

**Section F. Campus Association.** "Campus Association" means an affiliated campus chapter of the Minnesota State University Association of Administrative and Service Faculty.

**Section G. President.** "President" shall refer to the President of a Minnesota State University.

**Section H. Chancellor.** "Chancellor" shall refer to the Chancellor of the Minnesota State Colleges and Universities (MnSCU).

**Section I. MnSCU Board of Trustees or Board.** "MnSCU Board of Trustees" or "Board" shall mean the Board of Trustees of the Minnesota State Colleges and Universities.

**Section J. Agreement.** "Agreement" shall mean this collective bargaining Agreement.

**Section K. Meet and Confer.** "Meet and Confer" means the exchange of views and concerns between the Employer and the Association.

**Section L. Acting or Interim Appointments.**

Subd. 1. Acting Appointment. An acting appointment is one where an ASF Member is temporarily assigned to fill a position when the incumbent is on leave or is expected to return to the position.

Subd. 2. Interim Appointment. An interim appointment is one where an ASF Member is temporarily assigned to fill a vacant position.

**ARTICLE 6  
PERSONNEL FILES**

**Section A. Personnel Files.** Each university shall maintain at the university one (1) official personnel file for each ASF Member. Such files shall contain copies of personnel transactions, official correspondence with the ASF Member, and evaluation reports prepared by the university as well as other similar materials. Unsigned letters or statements relating to an ASF Member shall not be placed in his/her personnel file. Only those persons whose job responsibilities require it and who are designated by the President shall have access to an ASF Member's personnel file.



**Section B. Review.** Consistent with law, each ASF Member shall have access to his/her personnel file. Such access shall be during normal business hours under university supervision. Any letters of recommendation solicited in connection with an ASF Member's employment, not accessible under law, shall not be available to that ASF Member. An ASF 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 an ASF Member including statements in response to any items placed in his/her file.

**Section C. Exclusive Representative.** Representatives of the Association, or other persons, having written authorization from the ASF Member concerned, may examine, under university supervision, the official file of that ASF Member, except for the limitation provided in Section B hereof.

**Section D. Rights to Copies.** Upon written request of the ASF Member, the Employer shall provide to the ASF Member copies of the contents of his/her personnel file, except as limited in Section B hereof, provided that the reasonable cost of providing such copies is borne by the ASF Member. Copies of ASF Member evaluations and/or negative material relating to the ASF Member shall be furnished to the ASF Member at the time of their placement in his/her personnel file.

**Section E. Expiration.** On an annual basis an ASF Member may request that materials be removed from his/her file, and, with the approval of the President, this will be done. Annually, the ASF Member may have data removed from his/her file which is more than four (4) years old, except that which is required by law to be kept or that which pertains to disciplinary matters of an on-going nature.

## **ARTICLE 7 ASSOCIATION RIGHTS**

### **Section A. Dues Checkoff.**

Subd. 1. Dues. The Employer agrees to cooperate with the Department of Finance and the Association in facilitating the deduction of membership dues established by the Association from the salary of each ASF Member who has authorized such deduction in writing. The aggregate deductions of all ASF Members shall be remitted together with an itemized statement to the Association Treasurer, or designee, no later than fifteen (15) calendar days following the end of each payroll period.

Subd. 2. Fair Share. In accordance with Minnesota Statutes Section 179A.06, Subd. 3, the Association may require the Employer to check off a fair share fee for each member of the unit who is not a member of the Association.

Subd. 3. Indemnification. The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, order or judgments brought or issued against the

Employer by an ASF Member as a result of any action taken in accordance with the provisions of this Section.

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

Subd. 1. MnSCU. The Association may establish a committee of a reasonable number to be mutually agreed upon by the Chancellor, or his/her designee, and the Association to meet and confer with the Chancellor or his/her designee for the purpose of discussing matters of mutual concern, including those matters necessary to the implementation of this Agreement which are systemwide in nature. Such meetings will be held at the request of either party at least three (3) times each fiscal year unless waived by the Association. The Chancellor or his/her designee(s) shall provide the facilities and set the time for such conferences upon request of the Association. A written agenda shall be submitted by the Association to the Chancellor at least ten (10) calendar days in advance of the scheduled meeting date. At the discretion of the Chancellor, additional matters for discussion may be placed on the agenda upon advance notice to the Association.

Subd. 2. University. Each Campus Association may establish a committee of a reasonable number to be mutually agreed upon by the President, or his/her designee, and the Campus Association to meet and confer with the university President or his/her designee(s) for the purpose of discussing local issues of mutual concern or interest. Such meetings will be held at the request of either party or at least monthly at mutually acceptable times and locations. The requesting party shall submit a proposed agenda to the other party at least seven (7) calendar days in advance of the scheduled meeting date. Additional items for discussion may be added to the agenda by either party and such additions shall be promptly communicated to the other party prior to the meetings.

The Campus Association shall be provided copies and supporting documents on any proposed policies and procedures pertaining to ASF members or the unit, and shall have the right to make policy recommendations including, but not limited to, the following areas: curriculum, evaluation of students, graduation requirements, admissions policies, budget planning and allocations, programs and program development, anticipated annual staffing plans, long-range planning, campus or System reorganization which directly affects the terms and conditions of employment of any ASF member(s), development of campus facilities, and procedures for the selection of personnel. Any unit reduction due to layoff (Article 22) or subcontracting (Article 12) is subject to meet and confer. Policy decisions subject to meet and confer shall not be implemented prior to being brought to meet and confer. Failure of the Association to meet and confer or to respond shall not prevent the Administration from implementing decisions.

### **Section C. Access to Information.**

Subd. 1. The Employer agrees to provide the Association with information pertaining to the Employer's budget, both present and proposed, and other statistical/financial information

necessary for the negotiation and implementation of this Agreement.

Subd. 2. Within sixty (60) calendar days from the execution of this Agreement, the Employer will forward to the Teamster's office and the Association President a list of all MSUAASF members in the unit, separated by campus, which shall contain the following information: name; address; campus; range; funding source; step; salary; type and length of appointment; date of hire; employee identification number; percent of full-time; job title; and, date of class entry. The Employer shall update this list on a monthly basis.

Subd. 3. The Employer shall also furnish the Campus Association President notification of announcements of unclassified, non-teaching vacancies and new non-teaching positions at the time such vacancies and positions are announced for recruitment purposes.

Subd. 4. This provision shall not be construed to require the Employer to compile information and statistics in the form requested which are not already compiled in that form, unless mutually agreeable. Reasonable costs incurred in compiling such data and information may be charged by the Employer to the Association.

**Section D. Use of Facilities.** Upon request to the university President or his/her designee, the Campus Association shall be permitted to meet at the university if appropriate facilities are available. All requests must be submitted in accordance with the campus facility usage procedure. Any additional costs incurred by the Employer because of the Campus Association's use of its facilities may be charged to the Campus Association.

**Section E. Bulletin Boards.** The university President or his/her designee shall furnish adequate bulletin board space in convenient locations on the campus for the exclusive use of the Association for the purpose of meeting notices and other relevant announcements.

**Section F. ASF Member Mail.** Consistent with law and policy, the Association shall be permitted the right to use university mail distribution services for on-campus mailing to ASF Members. "Distribution service" shall include electronic mail for both on-campus and inter-campus mailing.

**Section G. Association Release Time.**

Subd. 1. The Employer and the Association agree that the conduct of Association business shall be governed as follows:

- (a) Duly authorized representatives of the Association shall be free to transact official Association business necessary to the performance of Association responsibilities to ASF bargaining unit members, including grievance representation activities. Such business may be conducted at the university at reasonable times so long as it does not interfere with the normal functioning of the university.
- (b) Association representatives who are appointed to serve on System level committees

or committees established by the university President or his/her designee shall be released to perform such service. Use of the above noted time to perform Association business shall be governed by the principle that such time shall not be unreasonable.

Subd. 2. Association President and Designees. Upon request of the Association, the Association President and his/her designee(s) shall be granted up to one (1) FTE release time from his/her assigned workload for each year of the contract. The Association shall reimburse the Employer at the amount of \$3,234 per month of full time employment prorated for the amount of release time granted. The Association and the Employer may meet and confer to discuss additional FTE release for the Association if circumstances warrant. The number of individuals granted release time shall not exceed four (4). ASF Members granted release time under this Subdivision shall remain on the state payroll at the regular salary and lose no benefits.

Effective July 1, 2003, the rate of reimbursement noted above shall change yearly by the percentage change in the salary compensation of the bargaining unit.

Subd. 3. Professional Development. Upon completion of two (2) consecutive terms as Association President, an ASF Member may have the opportunity to take a paid professional development leave of up to six (6) months, if the professional development activity is mutually agreed to by the President and the ASF Member. The application for Professional Development Leave must be submitted within three (3) months of completion of the second term. The starting date of the leave must be agreed upon by the President and the ASF Member. Upon completion of the leave, a recipient of this benefit is expected to provide service for a period of time equal to the length of the Professional Development Leave.

Subd. 4. Association Meetings. Authorized ASF Board members, not to exceed three from each campus, shall be released one (1) day with pay per meeting for up to three (3) Association Board meetings per year.

**Section H. Board of Trustees Meetings.** The Association President and each Campus Association President shall be sent advance notices and agendas of the Board of Trustees meetings and shall also be provided copies of the minutes.

## **ARTICLE 8 MANAGEMENT RIGHTS**

**Section A. Inherent Rights.** Except as expressly delegated in this Agreement, the Employer reserves all management rights and management functions as provided by law to the state of Minnesota.

**Section B. Management Rights.** Except as expressly delegated in this Agreement, the parties agree

that management rights include but are not limited to the following: establishment of educational policies of the universities; administration of the universities; selection, direction, assignment, transfer, evaluation and promotion of ASF Members; establishment of class schedules; the exercise of such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, and the number of personnel.

**Section C. Management Responsibilities.** The parties also recognize the right and obligation of the Employer to efficiently manage and conduct the operation of the System within its legal limitations and with its primary obligation to provide educational opportunities. The foregoing enumeration of Employer rights and duties shall not be deemed to exclude other inherent management rights and functions not expressly reserved herein, and all management rights and functions not expressly delegated in this Agreement are reserved to the Employer.

## **ARTICLE 9 AGREEMENT AGAINST STRIKES AND LOCKOUTS**

**Section A. Lock-Outs.** No lock-out of ASF Members shall be instituted by the Employer during the term of this Agreement.

**Section B. Strikes.** During the life of this Agreement, no strike of any kind, as defined in Minnesota Statutes 179A.19, shall be engaged in, sanctioned, or supported by the Association, its officers, or agents, unless the Employer refuses to accept binding arbitration when requested to do so pursuant to P.E.L.R.A., or unless the Employer refuses to comply with a valid arbitration decision pursuant P.E.L.R.A. In the event the Employer alleges that any ASF Member or ASF Members are engaged in a strike, the Association will, upon written notification, immediately notify such ASF Member or ASF Members in writing of the allegation and the implications of a strike.

## **ARTICLE 10 APPOINTMENTS**

**Section A. Appointments.** There shall be the following types of ASF Member appointments:

Subd. 1. Fixed-Term. A fixed-term appointment is an appointment for a limited period of time. A fixed-term appointment terminates at the end of the appointment period and does not imply that any future employment will be offered.

- (a) Fixed-term appointments may be used to fill vacancies created by leaves of absence, to fill positions when the President determines that normal recruitment and selection procedures cannot be implemented due to time constraints (an emergency fill), to meet peak work demands, to fill positions that involve head or assistant coaching responsibilities or for special projects.

- (b) Normally, a fixed-term appointment shall not exceed twelve (12) months in duration. However, the President may extend such an appointment to a maximum of twelve (12) additional months when such action is deemed to be in the best interest of the university. Fixed-term appointments involving head or assistant coaching responsibilities shall not be subject to the limitations set forth in this paragraph.
- (c) If the position is being used to fill a leave of absence pursuant to Article 19, Section A, or to replace an individual on an acting or interim appointment in a higher range within the bargaining unit under Article 12, Section I, Subd. 2. (a), a fixed-term appointment may extend beyond twenty-four months, but shall be limited by the length of the leave granted or the duration of the acting or interim appointment.
- (d) If there is a need to terminate the appointment prior to the appointment end date, the ASF member will be given forty-five (45) calendar days notice of such termination.
- (e) Current or future ASF Members in a probationary, permanent, or externally funded position who are assigned coaching duties will not be involuntarily converted to fixed term status. During FY 2002 and FY 2003 the Employer may provide a one-step increase upon voluntary conversion. For positions involving head or assistant coaching responsibilities, ASF Members may only be assigned fixed term assignments under this subdivision if the coaching duties are at least fifteen percent (15%) of the position duties.

Subd. 2. Externally Funded.

- (a) An externally funded appointment is an appointment made to a position financed by monies from a source of funding external to the institution which may terminate such funding in a manner beyond the control of the Employer. Such appointments are not subject to the two (2) year limitation in Subd. 1.
- (b) Positions filled by an externally funded appointment do not become probationary when a portion of the funding is supplied from state money or state generated revenue. An externally funded appointment terminates when the external funding ceases, unless the university determines to continue the position when external funding ceases. An externally funded appointment does not imply that any future employment will be offered. Any ASF Member hired on an externally funded appointment who subsequently becomes fully funded by state appropriated monies in the same position shall be converted to a fixed term or a probationary appointment. The probationary period for ASF Member(s) moved from externally funded positions to probationary status as a result of this subdivision shall be governed by Subd. 3c.
- (c) Any ASF Member hired on probationary status shall not be involuntarily changed to externally funded status if some portion of the funding of that position is shifted to monies from a funding source external to the institution which may terminate such

funding in a manner beyond the control of the university Employer.

- (d) Non-Renewal and Layoff. Any ASF Member with an externally funded appointment with five years or less of service may be non-renewed at the end of his/her appointment. Such non-renewal shall not require just cause, but shall require ninety (90) days advance written notice. The decision of the president to non-renew an externally funded ASF Member shall not be subject to the arbitration step of the grievance procedure. Notwithstanding the provisions of Article 22, ASF members with externally funded appointments with more than five years of service shall receive written notice of layoff one hundred eighty days (180) in advance of termination. For purposes of this paragraph, a layoff shall not include the elimination of externally funded positions due to cessation or reduction of external funding.
- (e) Discipline. Any ASF Member with an externally funded appointment shall be subject to discipline only in accordance with the “just cause” provisions set forth in Article 23, Section A.

### Subd. 3. Probationary.

- (a) Definition. A probationary appointment means that the individual holding such an appointment is being evaluated for purposes of determining whether or not he/she will be offered an appointment with permanent status.
- (b) Length. The total period of probationary service, prior to the acquisition of permanent status, shall be four (4) consecutive appointment years of service within a university. For purposes of this Article, an appointment year is defined as service between July 1 and June 30 (inclusive of both dates) annually that is at least one-half time (.5 FTE) for nine (9) to twelve (12) months.
- (c) Computation. In the event that an ASF Member is on a fixed-term or externally funded appointment, and is appointed to a probationary position within the bargaining unit at the same university, the ASF Member involved shall receive one (1) appointment year of credit toward permanent status for each appointment year of service up to a maximum of three (3), but in such case shall serve a minimum of one (1) appointment year probationary status in that position. Notwithstanding the above, prior service in the classified service or in externally funded positions, if such service is in the ASF Member's current position, shall be counted toward completing the probationary period up to a maximum of three (3) appointment years.

ASF Members who have been assigned to a different position within the bargaining unit (except if assigned to an interim/acting position) after they have attained permanent status shall serve a probationary period of one (1) appointment year in the new position. Probationary ASF members who are assigned to a different position

within the bargaining unit shall complete their probationary period in the new position or serve a one (1) year probationary period, whichever is greater. If an ASF member does not successfully complete this probationary period, he/she shall be returned to his/her immediately preceding status, without access to the grievance procedure.

- (d) Dismissal. Dismissal shall only be for just cause.
- (e) Non-Renewal. A probationary ASF Member may be non-renewed at the end of his/her appointment year. Such a non-renewal shall not require just cause. Non-renewal prior to the completion of the probationary period shall require a three (3) month written notice by April 1 to be effective on June 30 for ASF Members in the first appointment year of probation. If the ASF Member's first appointment is less than nine (9) months, written notice of non-renewal shall be given by May 31 to be effective on June 30. If notice of non-renewal is given during the second, third, or fourth year, written notice shall be given by January 31 to be effective on June 30. Nothing contained herein modifies the computation of service applied to probation under (b) and (c) above. The decision of the President to non-renew a probationary ASF Member shall not be subject to the arbitration step of the grievance procedure. However, upon implementation of the 2003-2005 Agreement, probationary ASF Members who are in or beyond their fourth appointment year at the time of such implementation will be treated for non-renewal purposes under the non-renewal provisions of the 2001-2003 Agreement.
- (f) Evaluation. Probationary ASF Members shall be provided an annual, written performance evaluation based on job performance as established by each campus. Job performance deficiencies noted in this evaluation are to be addressed in a plan for performance improvement developed by the supervisor after consultation with the ASF Member.

Subd. 4. Permanent Status. An appointment with permanent status is an appointment granted by the Employer upon successful completion of the probationary period specified in Subd. 3 above. Appointments with permanent status are for an indefinite time period and individuals holding such appointments continue in employment status within the university, but not in any particular position, unless terminated under the provisions of either Article 23, Dismissal, Suspension, and Disciplinary Demotion, or Article 22, Layoff.

Subd. 5. Position Requirements. All MSUAASF position appointments of greater than six (6) months duration require minimum qualifications of a Bachelor's degree/appropriate professional certification, or an equivalent combination of education and experience. The six month period may be extended by an additional six (6) months if the Employer notifies the Campus Association in writing that the Employer has experienced a failed search with respect to the affected position. ASF Members employed prior to July 1, 1999, shall not be discharged or demoted based upon this provision.



**Section B. Current ASF Members.** ASF Members whose initial appointment with a university in a position in the bargaining unit commenced prior to March 5, 1976, shall be subject to the following provisions:

Subd. 1. ASF Members Automatically Granted Permanent Status. Any ASF Member who has been granted administrative tenure either prior or subsequently to June 30, 1971, under Minnesota State University Board Rules and Regulations in effect prior to June 30, 1971, shall automatically be granted permanent status within the university but not in any particular administrative position. ASF Members who have earned tenure in an academic program shall automatically be granted permanent status as defined in Subd. 4 above.

Subd. 2. ASF Members With Academic Tenure. ASF Members who have earned tenure in an academic program shall retain their tenure in that program and in their highest academic rank and not in any administrative position. An ASF Member may elect to return to a position in that academic program in which he/she holds tenure if said ASF Member is eligible to claim a position pursuant to the contract provisions of the Agreement covering ASF Members in that academic program. If, however, such reassignment requires the termination of an ASF Member in the academic program who has less seniority, the effective date of the ASF Member's reassignment shall be deferred until a vacancy exists or until the end of the next subsequent academic year, whichever is earlier. In the interim period prior to reassignment, the Employer may assign the ASF Member to another administrative position at the university at a comparable salary level. An ASF Member who has earned or earns tenure may also hold permanent status under the provisions of this Article.

**Section C. Notification of Appointment.** Each ASF member will be notified in writing at the beginning of each fiscal year of his/her salary, salary range, title, type of appointment, starting and ending dates of the appointment, full or part-time status (if part-time, percentage of full-time will be shown), probationary months worked, if any, payment option, soft money designation, and any other relevant special conditions of employment, if any, such as "live-in" requirements and applicable rental charges for residence hall staff. The format of the appointment document shall be the same for each university, and shall include a statement that the appointment is subject to the provisions of this Agreement.

**Section D. Notice of Change of Appointment.** Any change of terms and conditions of an existing appointment not sufficient to constitute layoff is not effective until 30 days after notification to the affected ASF member.

## **ARTICLE 11 WORKLOAD**

**Section A. Base Pay Rates.** For purpose of determining ASF Member benefits and salary, the annual duty days for a full-time twelve (12) month appointment shall be calculated at 261 days,

inclusive of all paid holidays and paid leave days without reference to 260 or 262 duty days. Any appointment of less than twelve (12) months, or less than full time, shall be figured as a fraction of 261 days. However, effective July 1, 2004, the following base pay rates will apply:

Subd. 1. FLSA Exempt ASF Members. The salary ranges, and annual base salaries set within those ranges, are for the full fiscal year (July 1 – June 30), and shall not be added to or subtracted from to reflect fluctuations in the number of work days (260, 261, 262) in a given year. Any appointment of less than twelve (12) months shall have the base salary pro-rated based on the FTE of the appointment, as determined by that portion of the actual duty days worked in a given fiscal year (e.g., 260, 261, or 262 as appropriate). Any other appointment of less than full time shall have the base salary pro-rated based on the FTE of the appointment, as defined in Article 11, Section D.

Subd. 2. FLSA Non-Exempt ASF Members. The salaries indicated on the salary schedule are based on full time employment for a 40-hour work week over twelve (12) months. Any appointment of less than twelve (12) months shall have the base salary pro-rated based on the FTE of the appointment, as determined by the portion of the actual duty days worked in a given fiscal year (e.g., 260, 261, or 262 as appropriate). Any other appointment of less than full time shall have the base salary pro-rated based on the FTE of the appointment, as defined in Article 11, Section D. Variations in an ASF Members actual hours worked will be compensated as provided in the Fair Labor Standards Act (FLSA) and this Article.

**Section B. Work Schedule.** The Employer and the Association endorse the principle that non-traditional working patterns may provide the best means for the discharge of professional responsibilities. In such context, the Employer agrees that schedule adjustments as approved by the President or his/her designee shall be made to adjust for unique requirements of the ASF Member's assignment. Additionally, the Employer and the Association agree to the following concepts regarding schedule adjustments:

Subd. 1. ASF Members hold professional positions within the Association, and are responsible for accomplishing the necessary work reasonably expected of the positions.

Subd. 2. The Association and the Employer agree that programs, departments and service areas of the universities need to operate for determined hours and to provide determined services to the clientele of the universities.

Subd. 3. Work Schedules for FLSA Exempt ASF Members.

- (a) Within each program, department or service area, ASF Members as assigned may work in excess of their normal bi-weekly work period to meet peak work demands. These peak demands may be considered as annual recurring requirements of the position, or periodic normal requirements of the position. The Employer agrees that ASF Members shall be permitted to schedule flexible work schedules to offset these peak work periods.

- (b) It is also understood by the Association and the Employer that the flexible work schedules will be implemented following the peak work periods and approved in advance by the appropriate manager or supervisor. The Employer agrees that administrators, managers and supervisors shall make a reasonable attempt to honor requests for these applications, dependent upon staffing and project needs. Such requests, where honored, must be completed within the biennium.
- (c) The Association and the Employer agree that the time management understanding outlined herein does not entitle any ASF Member to an hour for hour offset for time worked in excess of their normal bi-weekly work period.
- (d) The Association and the Employer agree that the application of these procedures shall be on a request by request basis and shall not result in the establishment of formal or informal compensatory time banks.

Subd. 4. Work Schedules for FLSA Non-Exempt ASF Members.

- (a) The normal work period for full time FLSA non-exempt ASF Members shall be forty (40) hours of work during seven (7) consecutive days. A university may use other work schedules permitted by the FLSA, and shall notify the affected ASF Members when those other work periods are in effect. Hours worked in excess of the maximum number of hours permitted in each applicable work period are overtime hours. All paid vacation time, paid holidays, paid sick leave, paid compensatory time off, and other paid leaves of absence shall not be considered “time worked” for overtime compensation purposes. All overtime work requires prior approval by the supervisor.
- (b) Balancing Hours Within a Work Period. By mutual agreement, an FLSA non-exempt ASF Member and the immediate supervisor may adjust hours during a work period.

**Section C. Fair Labor Standards Act.** No provision of this Agreement shall abridge, violate or diminish rights of ASF Members as guaranteed by the Fair Labor Standards Act.

**Section D. Part-Time Scheduling.** Subject to Section B of this Article, the Employer and the Association endorse the principle that less than full time equivalent (“FTE”) positions shall, within reason, be expected to work a biweekly work period that equates to an eighty (80) hour work period multiplied by the position’s FTE. (e.g. 80 hours @.75 = 60 hrs).

It is further understood by both parties that ASF Members assigned to less than a FTE position may be required, during the peak work periods, to exceed their normal biweekly work period. FLSA non-exempt ASF Members who work a part-time schedule will earn overtime for hours worked in excess of forty (40) in a work period.

The Employer agrees to review any ASF less than one (1) FTE position if, the Association can demonstrate that the position has regularly been required to work a work period that substantially exceeds the normal work period as defined above, and adjust the FTE of the respective position as deemed appropriate by the Employer.

### **Section E. Compensatory Time for FLSA Non-Exempt ASF Members.**

Subd. 1. Eligibility for Compensatory Time. Only ASF Members who are non-exempt under the FLSA are eligible to accrue compensatory time in lieu of cash overtime.

Subd. 2. Accrual of Compensatory Time. By mutual agreement between the eligible ASF Member and that individual's supervisor, overtime hours worked may be accrued as compensatory time in lieu of cash overtime. Overtime hours worked that are accrued as compensatory time will be credited at the rate of time and one half. In the absence of an agreement to credit overtime hours worked as compensatory time, the overtime hours shall be compensated in cash at a rate of 1.5 times the individual's regular rate of pay.

Subd. 3. Limit on Accrual of Compensatory Time. The maximum amount of hours that may be accrued as compensatory time at any given time is two hundred and forty (240) hours. All overtime hours worked over this maximum will be compensated in cash.

Subd. 4. Scheduling Compensatory Time. An eligible ASF Member, who has accrued compensatory time and requested use of this compensatory time, shall be permitted to use such time off within a reasonable period after making the request, if such request does not unduly disrupt the operations of the university. Nonetheless, the university may require an ASF Member to use accrued compensatory time by providing reasonable advance notice to the ASF Member prior to the scheduled time off.

Subd. 5. Liquidation of Compensatory Time.

- (a) Payments for all or a portion of an ASF Member's compensatory time may be made at anytime and shall be paid at the regular rate earned by the ASF Member at the time the employee receives such payment.
- (b) Upon termination of employment, the individual shall be paid for unused compensatory time at a rate of compensation as provided in 29 C.F.R. 553.27(b).
- (c) If for any other reason (including, but not limited to, movement to a FLSA exempt position or layoff) an ASF Member becomes ineligible for compensatory time under this collective bargaining agreement, the ASF Member's unused compensatory time shall be paid at the regular rate earned by the employee in the individual's last ASF FLSA non-exempt position. Further, if an eligible ASF Member moves for any reason to the jurisdiction of another Appointing Authority, the ASF Member's unused compensatory

time shall be paid at the last rate earned by the employee at the sending university.

## **ARTICLE 12 SALARIES**

### **Section A. Assignment to Salary Range.**

Subd. 1. Process. Subject to meet and confer, the Employer will have a process for the assignment of positions to salary ranges. The process will use the following instruments; MSUAASF Position Description form, Position Analysis Questionnaire, Administrative Procedures for MSUAASF Position Allocation, and the MSUAASF Position Allocation Matrix. The Employer will provide a copy of these documents to the Campus Association President, and a copy will be available in each human resources office. The documents referred to in this Subdivision are not part of the collective bargaining agreement, and are not negotiable or grievable.

Subd. 2. Evaluation Committee. A local evaluation committee will be established by the President and it shall include a Campus Association representative.

Subd. 3. Range Assignments. Positions are assigned to salary ranges A through E. Such assignments shall continue for the duration of this Agreement unless changed pursuant to Subd. 4 of this Section.

Subd. 4. Position Evaluations. Positions created during the term of this Agreement will be evaluated for the purpose of assignment to salary range. An ASF Member or supervisor may request to have a position reevaluated if such a request is based upon substantive changes in the position and such request shall be acted upon unless the position has been evaluated in the previous twelve (12) month period, in which case endorsement of the request by the President's designee will be required before a reevaluation is undertaken. All requests for reevaluation shall be in writing. The Employer agrees that an opportunity to appear before the evaluation committee will be provided to the ASF Member. The Campus Association President and the ASF Member shall be notified of the results of the campus recommendation. Except as provided in Article 12 Section G. Subd. 5, the effective date of the reassignment to a different salary range shall be the date the Human Resources Director or designee receives a formal written request for reevaluation of the position, with all appropriate agreed upon documentation.

Subd. 5. Position Description. The Employer agrees to provide each ASF Member a copy of his/her position description and position analysis questionnaire, and all such position descriptions and position analysis questionnaires shall be available to the Campus Association President upon request. The format of position descriptions and position analysis questionnaires shall be uniform for all ASF Members in the bargaining unit and shall be made available upon request to all ASF Members through the human resources office.

Subd. 6. Discretion. The ultimate authority of assignment to ranges is reserved to the discretion of the Employer.

**Section B. Returning Faculty Salary Schedule for FY 2004 and FY 2005.**

<b>Salaries for FY 2004 and FY 2005 as of July 1, 2003</b>					
	<b>Range A</b>	<b>Range B</b>	<b>Range C</b>	<b>Range D</b>	<b>Range E</b>
Step 1	0	30,046	35,914	42,086	49,103
Step 2	0	30,845	36,869	43,207	50,409
Step 3	0	31,762	37,988	44,489	51,906
Step 4	0	32,713	39,103	45,825	53,464
Step 5	28,019	33,787	40,293	47,637	55,167
Step 6	28,765	34,859	41,607	49,444	56,873
Step 7	29,618	35,933	42,724	51,252	58,580
Step 8	30,507	37,009	43,969	53,063	60,300
Step 9	31,514	38,080	45,252	54,843	62,073
Step 10	32,524	39,187	46,573	56,687	63,902
Step 11	33,534	40,326	47,933	58,592	65,783
Step 12	34,547	41,500	49,336	60,563	67,719
Step 13	35,551	42,709	50,778	62,603	69,714
Step 14	36,581	43,953	52,268	64,713	71,770
Step 15	37,641	45,238	53,799	66,891	73,887
Step 16	38,735	46,558	55,375	69,151	76,068
Step 17	39,860	47,920	57,002	71,188	78,315
Step 18	41,021	49,321	58,674	73,287	80,629
Step 19	42,216	50,763	60,394	75,447	83,010

**Section C. Compensation Adjustments for FY 2004 and FY 2005.**

**Subd. 1. FY2004 Compensation Adjustment.** All ASF Members shall remain at the same range and step. All ASF Members who are employed on January 27, 2004, shall receive a

\$1,500 lump sum payment, less applicable deductions, on February 6, 2004. This payment will be prorated based on the ASF Member's fiscal year appointment FTE.

**Subd. 2. FY2005 Compensation Adjustments.**

- a. Except for those individuals at Step 19, ASF Members who were employed in fiscal year 2004 and return in fiscal year 2005 shall remain at the same range and have their salary advanced by one step effective July 1, 2004 as set forth on the salary schedule in Section B.
- b. Effective July 1, 2004, an ASF Member whose salary on June 30, 2004 was at Step 19 shall receive a one-time lump sum payment, less applicable deductions, equal to three point zero-one percent (3.01%) of his/her June 30, 2004 base salary.

**Section D. Exclusions.** Medical Directors and Health Service Physicians shall have their initial salary set without reference to the ranges stated above. For FY 2004, ASF Members employed under this Section shall receive the lump sum payment as provided in Section C, Subd. 1 above. For FY 2005, effective July 1, 2004, ASF Members employed under this Section shall receive a one-time lump sum payment, less applicable deductions, equal to three point zero-one percent (3.01%) of his/her June 30, 2004 base salary.

**Section E. Duration of Salary Increases.** Any salary increases provided in this Agreement shall be limited to the duration of this Agreement, and if a successor Agreement is not in effect on July 1, 2005, ASF Members shall be compensated pursuant to the effective salary as of June 30, 2005, until such time as a successor Agreement is in effect.

**Section F. New ASF Members.** Step placement for new ASF Members shall be consistent with equity and experience. If market is a factor in determining salary placement, and the salary exceeds the midpoint of the appropriate range, the salary must be approved by the Chancellor's Office.

**Section G. Salaries on Promotion or Reassignment or Downgrade or Demotion or Reevaluation to a Lower Range.**

Subd. 1. Promotion. A promotion occurs when a current ASF Member is selected to fill a vacant position in a higher salary range. Compensation will be determined at the time of the new appointment.

Subd. 2. Reassignment. A reassignment occurs when, as a result of increased levels of responsibility within a given job, that job is reevaluated in accordance with the procedures set out in Section A and reassigned to a higher salary range. The ASF Member will be compensated at a salary which is, at a minimum, the nearest higher salary in the new range plus one (1) additional step.

Subd. 3. Downgrade. A downgrade occurs when an ASF Member voluntarily accepts a position in lower salary range. The ASF Member shall have his/her salary reduced to the maximum of the new range, or if his/her salary is within the new range, to the step which is nearest to but not greater than his/her current salary.

Subd. 4. Demotion. When a demotion occurs pursuant to Article 23, the ASF Member shall receive a salary within the range to which the individual is demoted. In no event shall the ASF Member receive an increase in salary as a result of the demotion.

Subd. 5. Reevaluation to a Lower Range.

(a) When a filled position is reevaluated in accordance with the procedures set out in Section A, and reassigned to a lower salary range, the ASF Member in that position will remain at the same range and step for two (2) years, after which the ASF Member, if in the same position and assigned the same responsibilities, will have his/her salary reduced: 1) to the maximum step of the new range, for those who are above the maximum of the new range, or 2) to the step in the new range which is nearest to but not greater than his/her current salary, if his/her salary is within the new range.

(b) A range reassignment for a disciplinary purpose is subject to the provisions of Article 23 and not this subdivision.

(c) An ASF Member whose current position was subject to range reassignment grandparenting resulting from the 1992 Salary Equity Study will not be subject to this subdivision.

**Section H. Exceptional Achievement Incentive Program.** This program will take effect July 1, 2004. The purpose of this program is to provide ASF Members with an incentive to attain high achievement in a number of areas. It will provide recognition to the career ASF Member who consistently demonstrates exceptional performance as defined in Subds. 2 and 3 of this Section. The Exceptional Achievement Incentive Program shall be based on the principles of demonstrated consistent high performance and achievement. Each year of the agreement no more than ten percent (10%) of the eligible ASF Members at each university may have plans approved under this program.

Subd. 1. To be eligible for this program an ASF Member must have been a) employed for two (2) years in his/her current position at the university, and b) either a total of seven (7) years at the current university or a total of five (5) years in all ASF positions at any MnSCU State University.

Subd. 2. An eligible ASF Member is expected to demonstrate exceptional achievement under Subd. 3(a) of this Section, as well as in a minimum of two additional areas identified in Subd. 3. The ASF Member and his/her supervisor will develop a mutually agreed upon



plan. This plan may be initiated by either the ASF Member or the Employer. Once the plan has been mutually agreed to by the ASF Member and his/her supervisor it shall be submitted to the appropriate Vice President. If the Vice President recommends approval of the plan, he/she shall convene a meeting of all the Vice Presidents on his/her campus within a reasonable period of time. If the Vice Presidents recommend approval of the plan it shall be submitted to the President whose decision shall be final. If the ASF Member's Vice President, the group of campus Vice Presidents or the President rejects a plan he/she/they shall provide a written statement of the reasons for the rejection to the ASF Member within two (2) weeks of their decision. The decision to approve or not approve a plan shall not be grievable.

Subd. 3. Criteria. The criteria to be used shall be:

- (a) Demonstrated ability to effectively perform job responsibilities.

High achievement in performing one's current responsibilities is a necessary condition of an exceptional achievement incentive plan. A pattern of consistent high achievement on performance evaluations may be considered appropriate documentation.

- (b) Scholarly activity, creative achievement or research.

Evidence of an ASF Members continuing contribution to his/her profession is necessary for the completion of this criteria. The fundamental principle is high achievement as demonstrated by professional recognition by peers at a state, regional or national level. This involves appropriate dissemination of new knowledge, scholarly and artistic work as well as applied research.

- (c) Evidence of continuing preparation, study.

ASF Members can demonstrate continuing professional growth in a number of ways such as: completion of a degree or certificate program; evidence of active participation as a presenter in state, regional or national professional meetings; post graduate seminars; participation in workshops and training sessions; and additional graduate coursework. Such continuing preparation and study should be relevant to the individual's position responsibilities or continued professional growth.

- (d) Contribution to student growth and development.

ASF Members can demonstrate high achievement in this area through evidence of advising excellence, unusual success in recruitment, retention or placement of students; counseling excellence; residential life programming excellence; facilitation of student groups and student leadership, student research projects or internships; comments from alumni; or involvement in department, center or extra-departmental student activities.

- (e) Service to the university or community.

Service to the university can be demonstrated through service on departmental, division, or university committees; service on search committees, service for professional organizations, or with specific projects on the university's behalf; unusual success in fundraising, conducting workshops, developing and maintaining effective working relationships with teaching faculty; teaching courses not part of position responsibilities; and assisting with cultural diversity. Normally service to the external community is understood to be service consistent with, or growing out of, one's professional expertise yet beyond the expectations of one's position responsibilities. This can include administrative leadership. Effective communication to the public through various media is an important form of community service.

Subd 4. Salary Adjustment. Upon the successful completion of the approved Exceptional Performance Incentive Plan, or accomplishment of interim annual goals, as described in the approved plan the ASF Member will receive a lump-sum payment of up to five percent (5%) of the ASF Member's base salary in effect at the time of the payment. This lump-sum payment shall not be added to base. ASF Members at the top of the salary schedule will be eligible for a lump-sum payment.

### **Section I. Additional Assignments.**

Subd. 1. For additionally assigned responsibilities not reasonably covered by the ASF Member's position description which the ASF Member performs for six (6) weeks or longer, vacation exempted, appropriate additional compensation shall be provided. At a minimum, appropriate compensation will be five (5) percent of base salary.

Subd. 2. Acting or Interim Appointment.

- (a) An ASF Member who is assigned on an acting or interim basis to a position in a higher range in the bargaining unit shall be compensated at a salary which, at a minimum, is the nearest higher salary in the new salary range, plus one step. An ASF Member who is assigned on an acting or interim basis to a position in a higher range will have the right to return to his/her former position at the same range and step as if the ASF Member had been continuously employed in the former position.

Any acting or interim appointment with an expected duration greater than one year shall be subject to meet and confer with the local Association.

- (b) An ASF Member who is assigned on an acting or interim basis to a position as a MnSCU Administrator will have the right to return to his/her former position at the same range and step in the ASF bargaining unit at the university where he/she is employed. The ASF Member shall neither lose nor continue to accrue benefits provided to ASF Members in this bargaining unit during the period of any acting or

interim appointment as a MnSCU Administrator.

Subd. 3. When any additional assignments involve classroom teaching, compensation shall, at a minimum, be at the rate of one thousand, seventy-five dollars (\$1,075) per credit hour or the negotiated adjunct faculty pay rate, whichever is greater.

Subd. 4. Honorarium. An ASF Member who performs an assigned special project for the university and/or MnSCU may be awarded an honorarium at the President's or Chancellor's discretion. For purposes of this provision, the special project must normally be outside the scope of the ASF Member's responsibilities. Honoraria to any individual ASF Member shall not exceed eight hundred dollars (\$800) per fiscal year.

**Section J. Consolidated Positions.** During FY 2004 and FY 2005, if as a result of a university's permanent elimination of an ASF unit position, a current Range E ASF Member is assigned additional responsibilities that were formerly assigned to the permanently eliminated position, and such additional responsibilities are not reasonably covered by the current ASF Member's position description, the university may elect to provide appropriate additional compensation. Appropriate additional compensation provided pursuant to this Section shall not be limited by the salary schedules set forth in this Article, but shall not annually exceed ten percent (10%) of the ASF Member's base salary. The university's decision concerning additional compensation in these circumstances shall be grievable only through Step III of the grievance procedure. Should the ASF Member be relieved of the additional responsibilities described herein, or other comparable responsibilities, the salary enhancement described in this Section shall end.

**Section K. Discretionary Function.** The discretionary function of the Employer as provided in this Article shall not be the subject of the grievance procedure.

**Section L. Salary Market Adjustments.** After meeting and conferring with the Campus Association, the President/designee may certify to the Campus Association in writing that specified positions are paid below prevailing market rates based on salary surveys by third party professional organizations, such as Minnesota Department of Economic Security, Minnesota Department of Employee Relations, College and University Professional Association for Human Resources (CUPA-HR), or comparable organizations or agencies which are mutually agreed upon between the MnSCU Office of the Chancellor and MSUAASF. The President/designee, on an annual basis, may adjust the salaries for incumbent ASF Members in such positions up to fifteen (15) percent above each incumbent's normal base salary. Such adjustment(s) shall be paid as a one-time lump-sum payment within the fiscal year on a date to be determined by the President/designee, and shall not constitute a permanent increase to the ASF Member's base salary. Receipt of an annual adjustment pursuant to this Section shall not be understood to create an expectation for any future annual payments.

**Section M. Pre-Tax Expense Accounts.** The Employer agrees to provide eligible ASF Members with the option to participate in pre-tax expense account programs as permitted by law, regulation, and programmatic requirements as defined in the State of Minnesota Pre-Tax Benefits Open

Enrollment materials. Current accounts include Health/Dental Premiums, Medical Expense Accounts, Dependent Care Expense Accounts, and Parking/Transit Expense Plans.

**Section N. Supplemental Retirement.** Pursuant to Minn. Statutes 136F.47, 356.24 and Chapter 354C, the Employer shall deduct from the salary of each full time ASF Member a sum equal to five (5) percent of the annual salary paid after the first six thousand dollars (\$6,000) up to a maximum deduction of twenty-one hundred dollars (\$2,100) during FY 2004 and up to a maximum deduction of two thousand two hundred dollars (\$2,200) per each fiscal year thereafter to be paid into the state university supplemental retirement account of the retirement fund. The Employer shall make a contribution in an amount equal to the deductions made from the ASF Member's salary. Deductions shall begin in the ASF Member's third year of full time employment in the System.

**Section O. Early Notice Incentive.** ASF Members who elect to retire with at least fifteen (15) years of service in the Minnesota State Universities and who are at least age fifty-five (55) shall have their salary increased by five (5) percent subject to the following provisions. This incentive will be effective from the date the ASF Member submits a written letter of retirement through the effective date of retirement. Such notice must be provided a minimum of one hundred eighty (180) calendar days but not more than three hundred sixty-five (365) calendar days in advance of the retirement date.

**Section P. Payment Option.** An ASF Member with an appointment of at least nine (9) months in duration may elect, at the beginning of his/her appointment period to have his/her salary paid over a twelve (12) month period.

**Section Q. Subcontracting.** In the event the Employer determines to subcontract out work being performed by ASF Members that may result in a reduction of ASF positions or appointment levels, the Association will be notified in advance and afforded the opportunity to meet and confer on this matter.

**Section R. Moving Expenses.** At the Employer's discretion, moving expenses may be reimbursed in accordance with applicable state regulations.

## **ARTICLE 13 INSURANCE**

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

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

(30) days of their date of eligibility.

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

1. ASF Members - Basic Eligibility. An ASF Member may participate in the Group Insurance Program if he/she is employed on the basis of at least fifty percent (50) of a nine (9) month or more appointment as defined in Article 11, Workload. An ASF Member hired on a fixed term or externally funded appointment during a fiscal year at fifty (50) percent time or greater should also be eligible for coverage if the president expects the appointment to continue beyond the current fiscal year at fifty (50) percent time or greater.
2. ASF Members - Special Eligibility. The following ASF Members are also eligible to participate in the Group Insurance Program:
  - (a) ASF Members with a Work-related Injury/Disability. An ASF Member who was off the State payroll due to work-related injury or a work-related disability may continue to participate in the Group Insurance Program as long as such an ASF Member receives workers' compensation payments or while the workers' compensation claim is pending.
  - (b) Totally Disabled ASF Members. Consistent with M.S. 62A.148, certain totally disabled ASF Members may continue to participate in the Group Insurance Program.
  - (c) Retired ASF Members. An ASF Member who retires from MnSCU, is not eligible for regular (non-disability) Medicare coverage, has five (5) or more years of allowable pension service, and is immediately eligible to receive a retirement benefit under Chapter 354B or an annuity under a State retirement program, may continue to participate in the health and dental coverages offered through the Group Insurance Program at his/her own expense.

Consistent with M.S. 43A.27, Subdivision 3, a retired ASF Member who receives a retirement benefit under Chapter 354B or an annuity under a State retirement program may continue to participate in the health and dental coverages offered through the Group Insurance Program at his/her own expense. A spouse of a deceased retired ASF Member may continue health and dental coverages through the Group Insurance Program provided the spouse was a dependent under the retired ASF Member's coverage at the time of the retiree's death and continues to make the required premium payment. Retiree coverage must be coordinated with Medicare.

3. Dependents. Eligible dependents for the purposes of this Article are as follows:

- (a) Spouse. The spouse of an eligible ASF Member (if not legally separated). For the purposes of health insurance coverage, if that spouse works full-time for an organization employing more than 100 people and elects to receive either credits or cash (1) in place of health insurance or health coverage or (2) in addition to a health plan with a seven hundred and fifty dollar (\$750) or greater deductible through his/her employing organization, he/she is not eligible to be a covered dependent for the purposes of this Article. If both spouses work for the State or another organization participating in the State's Group Insurance Program, neither spouse may be covered as a dependent by the other unless one spouse is not eligible for a full Employer Contribution as defined in Section C(1).
- (b) Children and Grandchildren. An eligible ASF Member's unmarried dependent children and unmarried dependent grandchildren: (1) through age eighteen (18); or (2) through age twenty-four (24) if the child or grandchild is a full-time student at an accredited educational institution; or (3) a handicapped child or grandchild, regardless of age or marital status who is incapable of self-sustaining employment by reason of mental retardation, mental illness, or physical disability and is chiefly dependent on the ASF Member for support. The handicapped dependent shall be eligible to continue coverage as long as she/he continues to be handicapped and dependent, unless coverage terminates under the contract. Children or grandchildren who become handicapped after they are no longer eligible dependents under (1) and (2) above may not be considered eligible dependents unless they are continuing coverage as a dependent through the employee's prior Employer.

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

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

If both spouses work for the State or another organization participating in the

State's Group Insurance Program, either spouse, but not both, may cover their eligible dependent children or grandchildren. This restriction also applies to two divorced, legally separated, or unmarried ASF Members who share legal responsibility for their eligible dependent children or grandchildren.

4. Continuation Coverage. Consistent with state and federal laws, certain ASF Members, former ASF Members, dependents, and former dependents may continue group health, dental, and/or life coverage at their own expense for a fixed length of time. As of the date of this Agreement, state and federal laws allow certain group coverages to be continued if they would otherwise be terminated due to:
  - (a) termination of employment (except for gross misconduct);
  - (b) layoff;
  - (c) reduction of hours to an ineligible status;
  - (d) dependent child becoming ineligible due to change in age, student status, marital status, or financial support (in the case of a foster child or stepchild);
  - (e) death of ASF Member;
  - (f) divorce or legal separation; or
  - (g) a covered employee's entitlement to or enrollment in Medicare.

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

1. Full Employer Contribution - Basic Eligibility. The following ASF Members covered by this Agreement receive the full Employer Contribution:
  - (a) An ASF Member who is employed for at least seventy-five (75) percent of nine (9) month or more appointment as defined in Article 11, Workload.
  - (b) A probationary ASF Member hired during a fiscal year for at least seventy-five (75) percent time or greater.
  - (c) An ASF Member hired on a fixed term or externally funded appointment during a fiscal year at seventy five (75) percent time or greater should also be eligible if the president expects the appointment to continue beyond the current fiscal year at seventy five (75) percent time or greater.
2. Partial Employer Contribution – Basic Eligibility. The following employees

covered by this Agreement receive the full Employer Contribution for basic life coverage, and at the employee's option, a partial Employer Contribution for health and dental coverage. The partial Employer Contribution for health and dental coverage is seventy-five (75) percent of the full Employer Contribution for both employee only and dependent coverage.

- (a) An ASF Member who is employed for at least fifty (50) percent but less than seventy five (75) percent of a nine (9) month or more appointment as defined in Article 11, Workload.
- (b) A probationary ASF Member hired during a fiscal year for at least fifty (50) percent but less than seventy five (75) percent time.
- (c) An ASF Member hired during a fiscal year on a fixed term or externally funded appointment of at least fifty (50) percent but less than seventy five (75) percent time should also be eligible if the president expects the appointment to continue beyond the current fiscal year at least fifty (50) percent but less than seventy five (75) percent time.

3. Special Eligibility. The following ASF Members also receive an Employer Contribution:

- (a) ASF Members on layoff. An ASF Member who receives an Employer contribution, who has three (3) or more years of continuous service, and who has been laid off pursuant to the provisions of Article 22, remains eligible for an Employer contribution and all other benefits provided under this Article for an extended benefit eligibility period of twelve (12) months from date of layoff.
- (b) Work-related Injury/Disability. An ASF Member who receives an Employer Contribution and who is off the State payroll due to a work-related injury or a work-related disability remains eligible for an Employer contribution as long as such an ASF Member receives workers' compensation payments. If such ASF Member ceases to receive workers' compensation payments for the injury or disability and is granted a leave under Article 18, he/she shall be eligible for an Employer contribution during that leave.
- (c) Sabbatical leave. An ASF Member eligible for an Employer Contribution immediately prior to taking a sabbatical leave continues to receive the Employer Contribution during the sabbatical leave.

4. Maintaining Eligibility for Employer Contribution.

- (a) General. An ASF Member who receives a full Employer Contribution



maintains that eligibility as long as the ASF Member meets the Employer Contribution eligibility requirements, and appears on a State payroll for at least one (1) full working day during each payroll period. This requirement does not apply to ASF Members who receive an Employer Contribution while on layoff as described in Section C(3)(a), or while eligible for workers' compensation payments as described in Section C(3)(b).

- (b) Unpaid Leave of Absence. If an ASF Member is on an unpaid leave of absence, then vacation leave, compensatory time or sick leave cannot be used for the purpose of maintaining eligibility for an Employer Contribution by keeping the ASF Member on a State payroll for one (1) working day per pay period.
- (c) Academic Year Employment. If an ASF Member is employed on the basis of an academic year and such employment contemplates absences from the MnSCU payroll during the summer months or vacation periods scheduled by the Employer which occur during the regular school year, the ASF Member shall nonetheless remain eligible for an Employer Contribution, provided that the ASF Member appears on the regular payroll for at least one (1) working day in the payroll period immediately preceding such absences.
- (d) An ASF Member who is on an approved FMLA leave or on a voluntary reduction in hours as provided elsewhere in this agreement maintains eligibility for an Employer Contribution.

**Section D. Amount of Employer Contribution.** For ASF Members eligible for an Employer Contribution as described in Section C, the amount of the Employer Contribution will be determined as follows beginning on January 1, 2004. The Employer Contribution amounts and rules in effect on June 30, 2003 will continue through December 31, 2003.

1. Contribution Formula - Health Coverage.

- (a) ASF Member Coverage. For ASF Member health coverage, the Employer contributes an amount equal to one hundred (100) percent of the ASF Member premium of the Minnesota Advantage Health Plan (Advantage).
- (b) Dependent Coverage. For dependent health coverage for the 2004 and 2005 plan years, the Employer contributes an amount equal to of eighty-five (85) percent of the dependent premium of the Advantage.

2. Contribution Formula - Dental Coverage.

- (a) ASF Member Coverage. For ASF Member dental coverage, the Employer contributes an amount equal to the lesser of ninety (90) percent of the ASF Member premium of the State Dental Plan, or the actual ASF Member premium

of the dental plan chosen by the ASF Member.

- (b) Dependent Coverage. For dependent dental coverage, the Employer contributes an amount equal to the lesser of fifty (50) percent of the dependent premium of the State Dental Plan, or the actual dependent premium of the dental plan chosen by the ASF Member.
- 3. Contribution Formula - Basic Life Coverage. For ASF Member basic life coverage and accidental death and dismemberment coverage, the Employer contributes one-hundred (100) percent of the cost.

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

### 1. When Coverage May Be Chosen

- a. Newly Hired Employees. All ASF Members hired to an insurance eligible position must make their benefit elections by their initial effective date of coverage as defined in this Article, Section E3. Insurance eligible, ASF Members will automatically be enrolled in basic life coverage. If employees eligible for a full Employer contribution do not choose a health plan administrator and a primary care clinic by their initial effective date, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that meets established access standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the employee's residence at the beginning of the insurance year.
- b. Eligibility Changes. Employees who become eligible for a full Employer Contribution must make their benefit elections within thirty (30) calendar days of becoming eligible. If employees do not choose a health plan administrator and a primary care clinic within this thirty (30) day timeframe, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that meets established access standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the employee's residence at the beginning of the insurance year.

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

An ASF Member may change his/her health or dental plan if the ASF Member changes to a new permanent work or residence location and the ASF Member's current plan is no longer available. If the employee has family coverage and if the new residence location is outside of the current plan's service area, the employee shall be permitted to switch to a new plan administrator and new Benefit Level within thirty (30) days of the residence location change. The election change must be

due to and correspond with the change in status. An ASF Member who receives notification of a work location change between the end of an open enrollment period and the beginning of the next insurance year, may change his/her health or dental plan within thirty (30) days of the date of the relocation under the same provisions accorded during the last open enrollment period. An employee or retiree may also change health or dental plans in any other situation in which the Employer is required by the applicable federal or state law to allow a plan change.

## 2. When Coverage May be Changed or Cancelled.

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

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

- (i) A change in legal marital status, including marriage, death of a spouse, divorce, legal separation and annulment;
- (ii) A change in number of dependents including birth, death, adoption, and placement for adoption.
- (iii) A change in employment status of the employee, or the employee's or retiree's spouse, or dependent, including termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, a change in worksite, and a change in working conditions (including changing between part-time and full-time or hourly and salary) of the employee, the employee's or retiree's spouse or dependent which results in a change in the benefits they receive under a cafeteria plan or a health or dental plan.
- (iv) A dependent ceasing to satisfy eligibility requirements for coverage due to attainment of age, student status, marital status, or other similar

circumstances.

- (v) A change in place of residence of the employee, retiree or their spouse, or dependent.
  - (vi) Significant cost or coverage changes (including coverage curtailment and the addition of a benefit package).
  - (vii) Family Medical Leave Act (FMLA) leave.
  - (viii) Judgments, decrees or orders.
  - (ix) A change in coverage of a spouse, or dependent under another Employer's plan.
  - (x) Open enrollment under the plan of another Employer.
  - (xi) Health Insurance Portability and Accountability Act (HIPAA) special enrollment rights for new dependents and in the case of loss of other insurance coverage.
  - (xii) A COBRA-qualifying event.
  - (xiii) Loss of coverage under the group health plan of a governmental or educational institution (a State's children's health insurance program, medical care program of an Indian tribal government, State health benefits risk pool, or foreign government group health plan).
  - (xiv) Entitlement to Medicare or Medicaid.
  - (xv) Any other situations in which the group health or dental plan is required by the applicable federal or state law to allow a change in coverage.
- (b) Canceling Dependent Coverage During Open Enrollment. In addition to the above situations, dependent health or dependent dental coverage may also be canceled for any reason during the open enrollment period that applies to each type of plan (as long as allowed under the applicable provision, regulations and rules of the federal and state law in effect at the beginning of the plan year).
- (c) Canceling Employee Coverage. A part-time employee may also cancel employee coverage within sixty (60) days of when one of the life events set forth above occurs.
- (d) Effective Date of Benefit Termination. Medical coverage termination will take

effect on the first of the month the loss of eligible employee or dependent status. Disability benefit coverage terminations will take effect on the day following status.

3. Effective Date of Coverage.

- (a) Initial Effective Date. The initial effective date of coverage under the Group Insurance Program is the thirty-fifth (35<sup>th</sup>) day following the ASF Member's first day of employment, re-employment, re-hire, or reinstatement with the State. The initial effective date of coverage for an employee whose eligibility has changed is the date of the change. An ASF Member must be actively at work on the initial effective date of coverage, except that an ASF Member who is on paid leave on the date State-paid life insurance benefits increase is also entitled to the increased life insurance coverage. In no event shall an ASF Member's dependent's coverage become effective before the ASF Member's coverage.

If an employee is not actively at work due to employee or dependent health status or medical disability, medical and dental coverage will still take effect. (Life and disability coverage will be delayed until the employee returns to work.)

(b) Delay in Coverage Effective Date.

- (i) Basic Life. If an employee is not actively at work on the initial effective date of coverage, coverage will be effective on the first day of the employee's return to work. The effective date of a change in coverage is not delayed in the event that, on the date the coverage would be effective, an employee is on an unpaid leave of absence or layoff.
- (ii) Medical and Dental. If an employee is not actively at work on the initial effective date of coverage due to a reason other than hospitalization or medical disability of the employee or dependent, medical and dental coverage will be effective on the first day of the employee's return to work.

The effective date of a change in coverage is not delayed in the event that, on the date the coverage change would be effective, an ASF Member is on an unpaid leave of absence or layoff.

- (iii) Optional Life and Disability Coverages. In order for coverage to become effective, the ASF Member must be in active payroll status and not using sick leave on the first day of the pay period coinciding with or next following approval by the insurance company. If it is an open enrollment period, coverage may be applied for but will not become effective until the

first day of the ASF Member's return to work.

4. Open Enrollment.

- (a) Frequency and Duration. There shall be an open enrollment period for health coverage in each year of this Agreement, and for dental coverage in the first year of this Agreement. Open enrollment periods shall commence on a mutually acceptable date and last a minimum of fourteen (14) calendar days in each year of the Agreement. Open enrollment changes become effective on January 1, of each year of this Agreement.
- (b) Eligibility to Participate. An ASF Member eligible to participate in the State Employee Group Insurance Program, as described in Section B(1) and B(2), may participate in open enrollment. In addition, a person in the following categories may, as allowed in Section E. 4(a) above, make certain changes: (1) former ASF Member or dependent on continuation coverage, as described in Section B(4), may change plans or add coverage for health and/or dental plans on the same basis as active employees; and (2) an early retiree, prior to becoming eligible for Medicare, may change health and/or dental plans as agreed to for active employees, but may not add dependent coverage.
- (c) Materials for ASF Member Choice. Each year prior to open enrollment, the Appointing Authority will give eligible employees the information necessary to make open enrollment selections. ASF Members will be provided a statement of their current coverage each year of the contract.

5. Coverage Selection Prior to Retirement. An ASF Member who retires and is eligible to continue insurance coverage as a retiree may change his/her health or dental plan during the sixty (60) calendar day period immediately preceding the date of retirement. The ASF Member may not add dependent coverage during this period. The change takes effect on the first day of the first pay period beginning after the date of retirement.

**Section F. Basic Coverages.**

1. Employee and Family Health Coverage.

- (a) Minnesota Advantage Health Plan (Advantage). The health coverage portion of the State Employee Group Insurance Program is provided through the Minnesota Advantage Health Plan (Advantage), a self-insured health plan offering four (4) Benefit Level options. Provider networks and claim administration are provided by multiple plan administrators. Coverage offered through Advantage is determined by Section F.(1)(b).

(b) Coverage Under the Minnesota Advantage Health Plan. From July 1, 2003 through December 31, 2003, health coverage under the SEGIP will continue at the level in effect on June 30, 2003. Effective January 1, 2004, Advantage will cover eligible services subject to the co-payments, deductibles and coinsurance coverage limits stated. Services provided through Advantage are subject to the managed care procedures and principles, including standards of medical necessity and appropriate practice, of the plan administrators. Coverage details are provided in the Advantage Summary of Benefits.

3. Benefit Options. Employees must elect a plan administrator and primary care clinic. Those elections will determine the Benefit Level through Advantage. Enrolled dependents must elect a primary care clinic that is available through the plan administrator chosen by the employee.

(a) Plan Administrator. Employees must elect a plan administrator during their initial enrollment in Advantage and may change their plan administrator election only during the annual open enrollment and when permitted under Section E. Dependents must be enrolled through the same plan administrator as the employee.

(b) Benefit Level. The primary care clinics available through each plan administrator are assigned a benefit Level. The Benefit Levels are outlined in the benefit chart below. Primary care clinics may be in different Benefit Levels for different plan administrators. Family members may be enrolled in clinics that are in different Benefits Levels. Employees and their dependent may change to clinics in different Benefit Levels during the annual open enrollment. Employees and their dependents may also elect to move to a clinic in a different Benefit Level within the same plan administrator up to two (2) additional times during the plan year. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.

(c) Primary Care Clinic. Employees and each of their covered dependents must individually elect a primary care clinic within the network of providers offered by the plan administrator chosen by the employee. Employees and their dependents may elect to change clinics within their clinic's Benefit Level as often as the plan administrator permits and as outlined above.

(d) Advantage Benefit Chart for Services Incurred During Plan Years 2004 and 2005.

<b>2004-2005 Benefit</b>	<b>Benefit Level</b>	<b>Benefit Level</b>	<b>Benefit Level</b>	<b>Benefit Level</b>
Provision	1 The member pays:	2 The member pays:	3 The member pays:	4 The member pays:
Deductible for all services except drugs and preventive care (S/F)	\$30/60	\$80/160 in 2004 \$100/200 in 2005	\$280/560	\$500/1000
Office visit copay (copay waived for preventive services)	\$15	\$20	\$20	N/A – subject to Deductible and 30% Coinsurance to OOP maximum
Emergency room Copay	\$50	\$50	\$50	N/A – subject to Deductible and 30% Coinsurance to OOP maximum
Facility copays --Per inpatient Admission --Per outpatient Surgery	\$50 \$25	\$150 \$75	\$400 \$150	N/A—subject to Deductible and 30% Coinsurance to OOP maximum
Coinsurance for services NOT subject to copays	0% (100% coverage after payment of deductible)	0% (100% coverage after payment of deductible)	10% (90% coverage after payment of deductible)	30% for all services to OOP maximum after deductible.
Coinsurance for durable medical equipment	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	30% for all service to OOP maximum after deductible.



<b>2004-2005 Benefit</b>	<b>Benefit Level</b>	<b>Benefit Level</b>	<b>Benefit Level</b>	<b>Benefit Level</b>
Copay for formulary/non-formulary prescription drug Plan	\$15 formulary \$30 non-formulary	\$15 formulary \$30 non-formulary	\$15 formulary \$30 non-formulary	\$15 formulary \$30 non-formulary
Maximum drug out-of-pocket limit (S/F)	\$600/1200 in 2004 \$650/1300 in 2005	\$600/1200 in 2004 \$650/1300 in 2005	\$600/1200 in 2004 \$650/1300 in 2005	\$600/1200 in 2004 \$650/1300 in 2005
Maximum non-drug Out-of-pocket limit (S/F)	\$800/1600 in 2004 \$1000/2000 in 2005	\$800/1600 in 2004 \$1000/2000 in 2005	\$800/1600 in 2004 \$1000/2000 in 2005	\$800/1600 in 2004 \$1000/2000 in 2005

otherwise  
authorized

Benefit

2. Services received from, or authorized by, a primary care physician within the primary care clinic. Under Advantage, the health care services outlined in the benefits charts above shall be received from, or authorized by a primary care physician within the primary care clinic. Preventive care, as outlined in the Summary of Benefits, is covered at one hundred (100) percent for services received from or authorized by the primary care clinic. The primary care clinic shall be selected from approved clinics in accordance with the Advantage administrative procedures. Unless specified in paragraph 3. below, services not received from, or by, a primary care physician within the primary care clinic may not be covered. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Levels that are different from that of the primary care clinic in which the individual has enrolled.
3. Services not requiring authorization by a primary care physician within the primary care clinic.
  - (a) Eye Exams. Limited to one (1) routine examination per year for which no copay applies.
  - (b) Outpatient emergency and urgent center services within the service area. The emergency room copay applies to all outpatient emergency visits that do not result in hospital admission within twenty-four (24) hours. The urgent center copay is the same as the primary care clinic office visit copay.
  - (c) Emergency and urgently needed care outside the service area.

Professional services of a physician, emergency room treatment, and inpatient hospital services are covered at eighty (80) percent of the first two thousand dollars (\$2,000) of the charges incurred per insurance year, and one hundred (100) percent thereafter. The maximum eligible out-of-pocket expense per individual per year for this benefit is four hundred dollars (\$400). This benefit is not available when the member's condition permits him or her to receive care within the network of the plan in which the individual is enrolled.

- (d) Ambulance. The deductible and coinsurance for services not subject to copays applies.

4. Prescription drugs.

- (a) Copayments and annual out-of-pocket maximums.

For each year of the contract:

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

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

Out-of-pocket maximum: There is an annual maximum eligible out-of-pocket expense limit for prescription drugs of six hundred dollar (\$600) per person or one thousand two hundred dollars (\$1,200) per family in 2004, and six hundred fifty dollars (\$650) per person or one thousand three hundred dollars (\$1,300) per family in 2005.

- (b) Insulin. Insulin will be treated as a prescription drug subject to a separate copay for each type prescribed.
- (c) Brand Name Drugs. If the subscriber chooses a brand name drug when a bioequivalent generic drug is available, the subscriber is required to pay the standard copayment plus the difference between the cost of the brand name drug and the generic. Amounts above the copay that an individual elects to pay for a brand name instead of a generic drug will not be credited toward the out-of-pocket maximum.
- (d) Special Coverage for "Grandfathered Diabetic Group". For insulin

dependent diabetics who have been continuously enrolled for health coverage insured or administered by Blue Cross Blue Shield through the SEGIP since January 1, 1991 and who were identified as having used these supplies during the period January 1, 1991 through September 30, 1991, herein the "Grandfathered Diabetic Group", diabetic supplies are covered as follows:

-- Test tapes and syringes are covered at one-hundred (100) percent for the greater of a thirty-four (34) day supply or one-hundred (100) units when purchased with insulin.

5. Special Service networks. The following services must be received from special service network providers in order to be covered. All terms and conditions outlined in the Summary of Benefits apply.

(a) Mental health services -- inpatient or outpatient.

(b) Chemical dependency services -- inpatient and outpatient.

(c) Chiropractic services.

(d) Transplant coverage.

(e) Cardiac services.

(f) Home infusion therapy.

(g) Hospice.

6. Individuals whose permanent residence and principal work location are outside of the service areas of the health plans participating in Advantage. If these individuals use the plan administrator's national preferred provider organization in their area, services will be covered at Benefit Level Two. If a national preferred provider is not available in their area, services will be covered at Benefit Level Two through any other provider available in their area. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph "8." below. All terms and conditions outlined in the Summary of Benefits apply.

7. Covered children living with an ex-spouse outside the service area of employee's plan administrator. Covered children living with former spouses outside the service area of the employee's plan administrator, and enrolled under this provision as of December 31, 2003, will be covered at

the

Benefit Level Two benefits. If available, services must be provided by providers in the plan administrator's national preferred provider organization. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph "8." below.

8. Individuals whose permanent residence is outside the State of Minnesota and outside the service areas of the health plans participating in Advantage. (This category includes employees temporarily residing outside Minnesota on temporary assignment or paid leave (including sabbatical leaves) and all dependent children (including college students) and spouses living out of area.) The point of service (POS) benefit described below is available to these individuals. All terms and conditions outlined in the Summary of Benefits apply. This benefit is not available for services received within the service areas of the health plans participating in Advantage.
  - (a) Deductible. There is a three hundred fifty dollar (\$350) annual deductible per person, with a maximum deductible per family per year of seven hundred dollars (\$700).
  - (b) Coinsurance. After the deductible is satisfied, seventy (70) percent coverage up to the plan out-of-pocket maximum designated below.
9. Lifetime maximums and non-prescription out-of-pocket maximums. Coverage under Advantage is not subject to a per person lifetime maximum.
  - (a) Plan Year 2004. Coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of eight hundred dollars (\$800) per person, or one thousand six hundred dollars (\$1,600) per family.
  - (b) Plan Year 2005. Coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of one thousand dollars (\$1,000) per person, or two thousand dollars (\$2,000) per family.
  - (c) Benefit Level Two Health Care Network Determination. Issues regarding the health care networks for the 2005 insurance year shall be negotiated in accordance with the following procedures:
    - (1) At least twelve (12) weeks prior to the open enrollment period for the 2005 insurance year the Employer shall meet and confer with the Joint Labor/Management Committee on Health Plans in

an attempt to reach agreement on the Benefit Level Two health care networks.

- (2) If no agreement is reached within five (5) working days, the Employer and the Joint Labor/Management committee on behalf of all of the exclusive representatives shall submit a list of providers/provider groups in dispute to a mutually agreed upon neutral expert in health care delivery systems for final and binding resolution. The only providers/provider groups that may be submitted for resolution by this process are those for which, since the list for the 2004 insurance year was established, Benefit Level Two access has changed, or those that are intended to address specific problems caused by a reduction in Benefit Level Two access.

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

- (3) The decision of the neutral shall be issued within two (2) working days after the hearing.
- (d) Coordination with Workers' Compensation. When an ASF Member has incurred on-the-job injury or an on-the-job disability and has filed a claim for worker's compensation, medical costs connected with the injury or disability shall be paid by the ASF Members health plan, pursuant to M.S. 176.191, Subdivision 3.
- (e) Health Promotion and Health Education. Both parties to this Agreement recognize the value and importance of health promotion and health education programs. Such programs can assist ASF Members and their dependents to maintain and enhance their health, and to make appropriate use of the health care system. To work toward these goals:

1. Develop Programs.

- a. The Employer will develop and implement health promotion

and health education programs, subject to the availability of resources. Each Appointing Authority will develop a health promotion and health education program consistent with the Department of ASF Member Relations policy. Upon request of any exclusive representative in an agency, the Appointing Authority shall meet and confer with the exclusive representative and may include other interested exclusive representatives. Discussion topics shall include but are not limited to smoking cessation, weight loss, stress management, health education/self-care, and education on related benefits provide through the State Health Plan and HMO plans.

- b. Pilot Programs. The Employer may develop voluntary pilot programs to test the acceptability of various risk management programs. Incentives for participation in such programs may include limited short-term improvements to the benefits outlined in this Article. Implementation of such pilot programs is subject to the review and approval of the Joint Labor-Management Committee on Health Plans.
2. Health Plan Specification. The Employer will require health plans participating in the Group Insurance Program to develop and implement health promotion and health education programs for State employees and their dependents.
3. ASF Member Participation. The Employer will assist ASF Members' participation in health promotion and health education programs. Health promotion and health education programs that have been endorsed by the Employer (Department of Employee Relations) will be considered to be non-assigned job-related training pursuant to Administrative Procedure 21. Approval for this training is at the discretion of the Appointing Authority and is contingent upon meeting staffing needs in the ASF Member's absence and the availability of funds. ASF Members are eligible for release time, tuition reimbursement, or a pro rata combination of both. ASF Members may be reimbursed for up to one hundred (100) percent of tuition or registration costs upon successful completion of the program. ASF Members may be granted release time, including the travel time, in lieu of reimbursement.
4. Health Promotion Incentives. The Joint Labor-Management Committee on Health Plans shall develop a program which provides incentives for employees who participate in a health promotion program. The health promotion program shall emphasize the

adoption and maintenance of more healthy lifestyle behaviors and shall encourage wiser usage of the health care system.

2. ASF Member Life Coverage.

- (a) Basic Life and Accidental Death and Dismemberment Coverage. The Employer agrees to provide and pay for the following term life coverage and accidental death and dismemberment coverage for all eligible ASF Members as described in Section C. Any premium paid by the State in excess of fifty thousand dollars (\$50,000) coverage is subject to a tax liability in accord with Internal Revenue Service regulations. An ASF Member may decline coverage in excess of fifty thousand dollars (\$50,000) by filing a waiver in accord with Department of Finance procedures. The basic life insurance policy will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.

<b>ASF Member's Annual Base Salary</b>	<b>Group Life Insurance Coverage</b>	<b>Accidental Death and Dismemberment Principal Sum</b>
\$20,000 or less	\$20,000	\$20,000
\$20,001 - \$30,000	\$30,000	\$30,000
\$30,001 - \$40,000	\$40,000	\$40,000
\$40,001 - \$50,000	\$50,000	\$50,000
\$50,001 - \$60,000	\$60,000	\$60,000
\$60,001 - \$70,000	\$70,000	\$70,000
\$70,001 - \$80,000	\$80,000	\$80,000
\$80,001 - \$90,000	\$90,000	\$90,000
Over \$90,000	\$95,000	\$95,000

- (b) Extended Benefits. An ASF Member who becomes totally disabled before age 70 shall be eligible for the extended benefit provisions of the life insurance policy until age 70. Employees who were disabled prior to July 1, 1983 and who have continuously received benefits shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1983.
- (c) Additional Death Benefit. ASF Members who retire on or after July 1, 1985, shall be entitled to a five hundred dollar (\$500) death benefit payable to a beneficiary designated by the ASF Member, if at the time of death the ASF Member is entitled to an annuity under a State retirement program. A five hundred dollar (\$500) cash death benefit shall also be payable to the designated beneficiary of an ASF Member who becomes totally and permanently disabled on or after July 1, 1985, and who at the time of death is receiving a State

disability benefit and is eligible for a deferred annuity under a State retirement program.

**Section G. Optional Coverages.**

1. ASF Member and Family Dental Coverage.

(a) Coverage Options. Eligible ASF Members may select coverage under any one of the dental plans offered by the Employer, including health maintenance organization plans, the State Dental Plan, or other dental plans. Coverage offered through health maintenance organization plans is subject to change during the life of this Agreement upon action of the health maintenance organization and approval of the Employer after consultation with Joint Labor/Management Committee on Health Plans. However, actuarial reductions in the level of HMO coverages effective during the term of this Agreement, including increases in co-payments, require approval of the Joint Labor/Management Committee on Health Plans. Coverage offered through the State Dental Plan is determined by Section F(2)(b).

(b) Coverage Under the State Dental Plan. The State Dental Plan will provide the following coverage:

1. Co-Payments. Effective January 1, 2004, the State Dental Plan will cover allowable charges for the following services subject to the co-payments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from dental care providers not in the State Dental Plan network. Services provided through the State Dental Plan are subject to the State Dental Plan's managed care procedures and principles, including standards of dental necessity and appropriate practice. The plan shall cover general cleaning two (2) times per year and special cleanings (root or deep cleaning) as prescribed by the dentist.

<b>Service</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Diagnostic/Preventive	100%	50% after deductible
Fillings	50% after deductible	50% after deductible
Endodontics	50% after deductible	50% after deductible
Periodontics	50% after deductible	50% after deductible
Oral Surgery	50% after deductible	50% after deductible
Crowns	50% after deductible	50% after deductible
Prosthetics	50% after deductible	50% after deductible
Prosthetic Repairs	50% after deductible	50% after deductible
Orthodontics	50% after deductible	50% after deductible

\*Please refer to your certificate of coverage for information regarding age limitations for dependent orthodontic care.



2. Deductible. An annual deductible of fifty dollars (\$50) and one hundred fifty dollars (\$150) per family applies to State Dental Plan non-preventive services received from in-network providers. An annual deductible of one-hundred twenty-five dollars (\$125) per person applies to State Dental Plan basic and special services received from out of network providers. The deductible must be satisfied before coverage begins.
3. Annual maximums. State Dental Plan coverage is subject to a one-thousand dollar (\$1,000) annual maximum payable (excluding orthodontia) per person. "Annual" means per insurance year.
4. Orthodontia lifetime maximum. Orthodontia benefits are available to eligible dependent children ages 8 through 18 subject to a two thousand four hundred dollar (\$2,400) lifetime maximum benefit.

## 2. Life Coverage.

- (a) ASF Member. An ASF Member may purchase up to five hundred thousand dollars (\$500,000) additional life insurance, in increments established by the Employer, subject to satisfactory evidence of insurability. A new ASF Member may purchase up to two (2) times annual salary in optional employee life coverage by their initial effective date of coverage as defined in this Article, Section E3 without evidence of insurability. An employee who becomes eligible for insurance may purchase up to two (2) times annual salary in optional employee life coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Article.
- (b) Spouse. An ASF Member may purchase up to five hundred thousand dollars (\$500,000) life insurance coverage for his/her spouse in increments established by the Employer, subject to satisfactory evidence of insurability. A new employee may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse life coverage by their initial effective date of coverage as defined in this Article, Section E3 without evidence of insurability. An employee who becomes eligible for insurance may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Article.
- (c) Children/Grandchildren. An ASF Member may purchase life insurance in the amount of \$10,000 as a package for all eligible children/grandchildren (as defined in Section B(3)(b) of this Article). For a new employee, child/grandchild coverage requires evidence of insurability if application is made after the initial effective date of coverage as defined in this Article, Section E3. An employee who becomes eligible for insurance may purchase child/grandchild coverage without evidence of

insurability if application is made within thirty (30) days of the initial effective date as defined in this Article. Child/grandchild coverage commences fourteen (14) calendar days after birth.

- (d) Accelerated Life. The additional employee, spouse and child life insurance policies will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.
- (e) Waiver of Premium. In the event an ASF Member becomes totally disabled before age seventy (70), there shall be a waiver of premium for all life insurance coverage that the ASF Member had at the time of disability.
- (f) Paid up Life Policy. At age sixty-five (65) or the date of retirement, an ASF member who has carried optional ASF member life insurance for the five (5) consecutive years immediately preceding that date of the ASF Member's retirement or age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to fifteen (15) percent of the smallest amount of optional ASF member life insurance in force during that five (5) year period. The ASF Member's post-retirement death benefit shall be effective as of the date of the ASF Member's retirement or the member age sixty-five (65), whichever is later. ASF Members who retire prior to age sixty-five (65) must be immediately eligible to receive a state retirement annuity and must continue their optional life insurance to age sixty-five (65) in order to remain eligible for the post-retirement death benefit.

An ASF member who has carried optional spouse life insurance for the five (5) consecutive years immediately preceding that date of the ASF Member's retirement or spouse age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to fifteen (15) percent of the smallest amount of optional spouse life insurance in force during that five (5) year period. The spouse post-retirement death benefit shall be effective as of the date of the ASF Member's retirement or spouse age sixty-five (65), whichever is later. The ASF Member must continue the full amount of optional spouse life insurance to the date of the ASF Member's retirement or spouse age sixty-five (65), whichever is later, in order to remain eligible for the spouse post-retirement death benefit.

Each policy remains separate and distinct, and amounts may not be combined for the purpose of increasing the amount of a single policy.

### 3. Disability Coverage.

- (a) Short-term Disability Coverage. An employee may purchase short-term disability coverage that provides benefits of from three hundred dollars (\$300) to five thousand dollars (\$5,000) per month, up to two-thirds (2/3) of an ASF Member's salary, for up to one hundred eighty (180) calendar days during total disability due to a non-occupational accident or a non-occupational sickness. Benefits are paid from the first day of a disabling injury or from the eighth day of a disabling sickness. For

a new employee, coverage applied for by the initial date of coverage as defined in this Article, Section E3 does not require evidence of insurability. For an employee who becomes eligible for insurance coverage applied for within thirty (30) days of the initial effective date does not require evidence of insurability.

- (b) Long-term Disability Coverage. New employees may enroll in long-term disability insurance by their initial effective date of coverage. Employees who become eligible for insurance may enroll in long-term disability insurance within thirty (30) days of their initial effective date as defined in this Article, Section E3. The terms are the same as for employees who wish to add/increase during the annual open enrollment. During open enrollment only, an ASF Member may purchase long-term disability coverage that provides benefits of from three hundred dollars (\$300) to five thousand dollars (\$5,000) per month, based on the ASF Member's salary, commencing on the 181<sup>st</sup> calendar day of total disability, and not subject to evidence of insurability but with a limited pre-existing condition exclusion. Employees should be aware that other wage replacement benefits, as described in the certificate of coverage (i.e. Social Security Disability, Minnesota State Retirement Disability, etc.), may result in a reduction of the monthly benefit levels purchased. In any event, the minimum is the greater of three hundred dollars (\$300) or fifteen (15) percent of the amount purchased. The minimum benefit will not be reduced by any other wage replacement benefit. In the event that the ASF Member becomes totally disabled before age seventy (70), the premiums on this benefit shall be waived.
4. Accidental Death and Dismemberment Coverage. An ASF Member may purchase accidental death and dismemberment coverage that provides principal sum benefits in amounts ranging from five thousand dollars (\$5,000) to one hundred thousand dollars (\$100,000). Payment is made only for accidental bodily injury or death and may vary, depending upon the extent of dismemberment. An ASF Member may also purchase from five thousand dollars (\$5,000) to twenty-five thousand dollars (\$25,000) in coverage for his/her spouse, but not in excess of the amount carried by the employee.
5. Continuation of Optional Coverages During Unpaid Leave or Layoff. An employee who takes an unpaid leave of absence or who is laid off may discontinue premium payments on optional policies during the period of leave or layoff. If the employee returns within one (1) year, the employee shall be permitted to pick up all optionals held prior to the leave or layoff. For purposes of reinstating such optional coverages, the following limitations shall be applicable.

For the first twenty-four (24) months of long-term disability coverage after such a period of leave or layoff during which long-term disability coverage was discontinued, any such disability coverage shall exclude coverage for pre-existing conditions. For disability purposes, a pre-existing condition is defined as any disability which is caused by, or results from, any injury, sickness or pregnancy which occurred, was diagnosed, or for which medical care was received during the period of leave or layoff. In addition, any pre-existing condition limitations that would have been in effect under the policy but for the discontinuance of coverage shall continue to apply as provided in the policy.

The limitations set forth above do not apply to leaves that qualify under the Family and Medical Leave Act (FMLA).

## **ARTICLE 14 ADMINISTRATIVE TRAVEL**

**Section A. Administrative Travel.** ASF Members engaged in travel assigned by the Employer shall be reimbursed for expenses actually incurred while in travel status in accordance with the travel regulations established by the Board. Travel reimbursement rates for ASF Members will be the same as used for Managerial Plan employees. Copies of current travel regulations shall be readily available for ASF Member examination on each campus. Administrative travel shall not be funded from Professional Improvement Funds or Professional Development Funds.

**Section B. Use of Private Vehicles.** Whenever practicable, State-owned or contracted vehicles shall be made available to ASF Members required to travel on behalf of the Employer. The Employer may elect to allow ASF Members to utilize personal vehicles on a case-by-case basis and reimburse the mileage resulting at the rates provided under the travel regulations. Except for emergency circumstances, or when defined by the Employer as a condition of employment, an ASF Member shall not be required to use a personal vehicle for university purposes.

## **ARTICLE 15 PROFESSIONAL DEVELOPMENT**

### **Section A. Professional Development Funds.**

Subd. 1. For FY 2004, the state universities will be allocated Professional Development Funds at the rate of three hundred thousand dollars (\$300,000) and in FY 2005 three hundred thousand dollars (\$300,000) for the System to be distributed to the campuses on an FTE basis. The Campus Association and Employer shall implement an equitable procedure for distribution of the funds made available under this subdivision. The provisions of the subdivision shall continue until a successor agreement is in effect.

Subd. 2. Funds provided by this section shall be limited to paying the cost of travel, housing, meals, registration, and related expenses associated with participating in professional conferences, workshops, similar meetings, courses, and other related professional development activities. The funds may be used to pay for professional memberships, books, journals, electronic subscriptions, and software. The unit may carry over any portion of its allocation from the first to the second year of the biennium, and from one biennium to the next.

### **Section B. Professional Improvement Fund.**

Subd. 1. A total of seventy thousand dollars (\$70,000) in each Fiscal Year will be allocated to the state universities according to the number of full-time equivalent ASF members in the bargaining unit at each university. Any unused funds shall be carried over into the second (2nd) year of this agreement. ASF members may apply for Professional Improvement Funds without regard to the source of funding of their positions. The provisions of this subdivision shall continue until a successor agreement is in effect.

Subd. 2. These funds shall be grants for the purpose of professional improvement, ASF member development, staff training and similar kinds of development programs for ASF members. All ASF members shall be eligible to receive grants from these funds upon application submitted to and approved by the President or his/her designee. The President shall approve such applications if he/she deems the proposed professional improvement or development activities to be in the best interest of the university in improving the job-related skills and competence of the ASF member. The President shall determine the exact amount of each such grant on the basis of availability of funds and the application therefor. Within thirty (30) days of completion of the professional improvement or development activity, the ASF member must submit a written report to the appropriate supervisor outlining the activity completed and analyzing the impact on job-related skills and competence. Each campus shall develop a form for the report which shall be discussed at meet and confer.

### **Section C. Sabbatical Leave.**

Subd. 1. The President may grant a sabbatical leave to any ASF member who proposes to undertake additional study or other endeavors that will enhance the ASF member's contribution to the university.

Subd. 2. In order to be eligible for sabbatical leave, an ASF member must have completed at least six (6) consecutive years of service of at least .5 time for at least nine (9) months within each appointment year at the university since the ASF member's initial date of employment or the expiration of such ASF member's last previous sabbatical leave.

Subd. 3. The ASF member's application for sabbatical leave shall include a written plan consistent with the purposes outlined in Subd. 1 above with the dates of the requested leave. An ASF member who staffs a single-person department, program, or service area should work with his/her immediate supervisor to develop a plan for staffing coverage during sabbatical leave.

Subd. 4. Where sabbatical leave is approved, the ASF member shall be notified in writing. Where sabbatical leave is denied, reasons therefore shall be communicated to the ASF member in writing.

Subd. 5. The ASF member shall agree in writing to return to the university for at least one (1) year of service after completion of the sabbatical leave. In the event the ASF member fails to substantially fulfill the plan upon which he/she was granted a sabbatical leave, or fails to return to the university for one (1) year of service, the ASF member shall refund to the university such funds awarded during that sabbatical period, except in the cases where a

layoff prevents the ASF member from returning. Within thirty (30) days of return from a sabbatical, the ASF member must submit a written report to the appropriate supervisor indicating what he/she accomplished on the sabbatical and how the accomplishments related to the written plan.

Subd. 6. Sabbatical leaves may be granted for four (4) months at a full base salary, or for any longer period up to twelve (12) consecutive months, at two-thirds (2/3) pay. ASF members who are granted a second sabbatical, if it lasts twelve (12) months shall be funded at ninety (90) percent of base salary. For part-time ASF members, the amount of sabbatical pay shall be adjusted prorata. ASF members on a sabbatical shall not accrue vacation leave, but shall accrue sick leave at one-half (1/2) the applicable rate.

Subd. 7. ASF members on sabbatical leave may accept scholarships, fellowships, grants, or employment during the sabbatical leave, consistent with the plan of such leave.

Subd. 8. The number of full-time (12-month) sabbatical leaves in any one (1) year at each university shall not exceed five percent (5%) of the number of ASF members appointed at .5 FTE or more under the Agreement at the university. This maximum may be prorated among several ASF members and among two-thirds (2/3), ninety (90) percent, and full-pay sabbaticals contingent upon the President's determination that funds are available for this purpose and that staffing requirements of the university can be met.

Subd. 9. An ASF member shall be eligible for continued group insurance benefits as provided by law during the course of the leave.

Subd. 10. If another ASF member is assigned responsibilities of a person on sabbatical leave, in lieu of hiring a replacement, he/she will be compensated for the additional responsibilities under the terms of Article 12, Section I. Subd. 1, unless the ASF Member is released from other duties commensurately, or under the terms of Article 12, Section I, Subd. 2 if applicable.

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

**Section E. Tuition Waiver.**

Subd. 1. ASF members shall be entitled to enrollment, on a space available basis, in courses at any MnSCU state university without payment of tuition or fees, except laboratory fees and special course fees. Such enrollment shall not exceed twenty-seven (27) semester credit hours per fiscal year.

Subd. 2. The ASF member's spouse or dependent children shall be eligible to share this right within the limits established above, with waiver of tuition only. Eligible dependent is defined as a child (biological, adopted, step-child, or legal ward) of up to twenty-five (25) years of age.

Subd. 3. In the event of the death of the ASF member, the ASF member's spouse or dependent children shall be eligible for this right within the limits established above, for the following five (5) years, with waiver of tuition only.

**Section F. Tuition Reimbursement.** Consistent with the State's Administrative Procedure 21, at the discretion of the President/designee, an ASF Member may receive tuition reimbursement. The discretionary function of the Employer as provided in this Section shall not be subject to the grievance procedure.

## **ARTICLE 16 SEVERANCE PAY**

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

Subd. 1. All ASF Members who have accrued twenty (20) years of service in MnSCU shall receive severance pay upon separation.

Subd. 2. Permanent and probationary ASF Members who have fewer than twenty (20) years of service in MnSCU shall receive severance pay upon death, layoff that results in separation from service, or receipt of separation incentive. ASF Members on externally funded appointments with more than five (5) years of continuous service shall receive severance pay upon death. Externally funded ASF Members who have fifteen (15) or more years of service in MnSCU shall also receive severance pay upon layoff that results in separation from service or receipt of separation incentive.

Subd. 3. ASF Members who separate from the Minnesota State Universities after ten (10) years of service in MnSCU or any of its predecessor systems, and whose combined years of service and age equals sixty-eight (68) shall also receive severance pay.

### **Section B. Computation.**

Subd. 1. Severance pay shall be computed upon forty-five (45) percent of the ASF Member's regular accumulated but unused sick leave balance based on the ASF Member's then current rate of pay. The percentage multiplier shall be increased by one (1) percent for each year of service over twenty five (25) years to a maximum of fifty (50) percent.

Subd. 2. The base for computing severance pay shall not exceed one thousand (1,000) hours, nor shall said base include "lapsed" sick leave hours as provided by this Agreement. However, should the ASF Member have less than one thousand (1,000) hours of regular sick leave accumulated, the difference may be transferred from lapsed sick leave for purposes of calculation of severance pay.

Subd. 3. Calculation of an ASF Member's hourly rate for purposes of computing severance pay shall be based upon a base of two thousand eighty-eight (2,088) working hours per year. Appointment periods of less than one (1) year in duration shall be prorated on this base.

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

Subd. 1. All ASF Members who receive severance pay as defined in Section A of this article must participate in the health care savings plan established under Minnesota Laws 2001, Chapter 352.98.

Subd. 2. All severance pay as defined in Section B of this article shall be transferred to the severed employee's health care savings plan account.

**Section D. Reappointment.** In the event an ASF Member who has received severance pay is subsequently reappointed to a state university, future severance pay for the ASF Member shall be computed upon his/her unused sick leave balance accumulated since the reappointment.

### **Section E. Separation Incentive.**

Subd. 1. Eligibility. Any permanent ASF Member who has served at least fifteen (15) years in the Minnesota State Universities and is at least fifty-five (55) years of age but less than 65 shall be eligible to apply for separation incentive.

- (a) During FY 2004 and FY 2005 ASF Members who give notice of retirement shall be informed by the Employer within twenty (20) days of such notice whether the retiring employee will receive the separation incentive benefit pursuant to this Section. If the Employer notifies the employee that he/she will not receive the benefit, the employee shall have fifteen (15) days to notify the Employer that he/she is rescinding the retirement notice.
- (b) Effective July 1, 1996, an ASF Member may apply for a separation incentive. The President will determine whether or not a separation incentive is appropriate for that employee's position. This decision is not subject to the grievance process.
- (c) A permanent ASF Member older than age fifty-five (55) when s/he completes the fifteen (15) years of service requirement will also be eligible to apply to receive the full benefit of one year's base salary if s/he: 1) applies within one hundred and eighty (180) days of meeting the age and service requirement, and 2) the separation will occur no later than one hundred and eight-one (181) days following the date of application for the benefit. Any ASF Member eligible under this paragraph who does not elect early retirement during this window but chooses to apply later will be compensated under the schedule of Article 16, Section E. Subd. 2.

Subd. 2. Compensation. An ASF Member qualifying for separation through resignation or early retirement except those qualifying under the provisions of Subd. 1(c) above shall receive



compensation equal to his/her base salary minus ten (10) percent of his/her base salary for each year beyond age fifty-five (55). The ASF Member shall receive compensation in two equal annual payments, the first at the beginning of the ensuing fiscal year and the second in the following fiscal year. However, if the separation payment is less than ten thousand dollars (\$10,000), it will be paid in one lump sum. No employee shall receive more than one hundred (100) percent of total compensation in a single fiscal year.

Subd. 3. Maintenance of Benefits. For any ASF Member who separates under this Section, the Employer will deposit in the ASF Member's Health Care Savings Plan account upon separation an amount equivalent to the Employer's expense of health insurance benefits for one (1) year.

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

## **ARTICLE 17 HOLIDAYS**

### **Section A. Designated Holidays.**

Subd. 1. The following days shall be designated as paid holidays when they occur during an ASF Member's appointment period.

New Year's Day  
Martin Luther King Day  
Presidents' Day\*  
Memorial Day  
Independence Day  
Labor Day  
Veterans' Day\*  
Thanksgiving Day  
The Friday after Thanksgiving  
The work day immediately preceding Christmas Day  
Christmas Day

\*The President may, after meeting and conferring with the Campus Association, designate alternate days for the observance of these holidays.

Subd. 2. Following a meet and confer with the Campus Association to review the academic calendar and the designated holiday schedule, the President may implement a procedure for observance of specific holidays which may not be designated in the institution's academic calendar. This may include the designation of alternative days for observance of Veteran's Day and Presidents' Day.

**Section B. Holidays Falling on Weekends.** When any of the above holidays fall on a Saturday, the preceding day shall be a holiday. When any of the above holidays fall on a Sunday, the following

Monday shall be a holiday. If mutually agreed to by the President and the Campus Association, in cases where there are two consecutive holidays, one of which falls on a weekend day, the work day preceding the first holiday, or work day following the second holiday, shall be a holiday.

**Section C. Changes in Legal Holidays.** Additional holidays established by State law shall be added as holidays under this Agreement.

**Section D. Work on a Designated Holiday.** Any ASF Member assigned by the university to work on a designated holiday shall be given a separate duty day off. This alternative day shall be mutually agreed to by the member and the Employer. The Employer may offer a day's pay of compensation in lieu of time off.

## **ARTICLE 18 PAID LEAVES OF ABSENCE**

**Section A. Accrued Benefits.** An ASF member on a paid leave shall retain all rights and accumulated benefits, except for any utilized in conjunction with the leave. Benefits shall continue to accrue while an ASF member is on leave pursuant to this Article.

### **Section B. Vacation Leave.**

#### Subd. 1. Accrual.

- (a) All ASF Members holding twelve (12) month appointments at a state university shall accrue, on a biweekly basis, vacation leave with pay at the following pay period rates:

<u>Length of Service</u>	<u>Hours per pay period</u>
0 through 8 years	6.75 hours
9 through 15 years	7.00 hours
16 through 20 years	7.50 hours
21 through 25 years	8.00 hours
26 through 30 years	8.50 hours
31 years and over	9.00 hours

- (b) For purpose of this Article, "continuous service" shall commence on the first duty day an ASF Member begins employment in the MnSCU System and shall be interrupted only by separation because of resignation or dismissal for just cause. A leave of absence without pay granted in accordance with Article 19 shall not interrupt "continuous service", however, an ASF Member shall not accrue additional continuous service while on such unpaid leave status.
- (c) Less than Twelve (12) Month ASF Members. With the approval of the President, ASF Members with less than twelve (12) month appointments may elect either the academic term vacation schedule or the vacation schedule as provided in Subd. 1. hereof as appropriately prorated. ASF Members with appointments of fewer than six (6) months

in duration shall not accrue vacation.

- (d) Part-time ASF Members. Part-time ASF Members who work less than the normal eighty (80) hours per payroll period shall have their vacation accruals prorated according to the portion of time employed each payroll period in accordance with the proration table in appendix B.

Subd. 2. Unused Vacation. ASF Member may accumulate unused vacation to any amount provided that once during each fiscal year each ASF Member's accumulation must be reduced to two hundred and seventy-two (272) hours or less, unless the President determines that the ASF Member is unable to utilize vacation leave because of the requirements of his/her assignment or because of physical incapacity. This reduction must be accomplished on or before the last day of the fiscal year. If this reduction is not accomplished on or before the last day of the fiscal year, the ASF Member's accumulation shall automatically be reduced to two hundred and seventy-two (272) hours effective on the last day of the fiscal year, and the amount of accumulation over two hundred and seventy-two (272) hours will transfer to the ASF Member's bank of lapsed sick leave (See Article 18, Section C, Subd. 2). Vacation leave accrued during the pay period that includes the last day of a fiscal year, will be credited to each ASF Member's balance after deductions are made for vacation used and/or reduced pursuant to this Subdivision.

Subd. 3. Utilization. The President or his/her designee shall grant an ASF Member's vacation at a time requested by the ASF Member insofar as the staffing needs of the university permit. ASF Members may not take vacation leave until they have been employed a sufficient length of time to have earned the number of hours taken.

Subd. 4. Separation Payment. An ASF Member shall be compensated at the final rate of pay for all unused, accumulated vacation leave time upon separation from state service, not to exceed two hundred and seventy-two (272) hours. Calculation of an ASF Member's hourly rate for purposes of computing vacation separation payment shall be based upon a base of two thousand eighty-eight (2,088) working hours per year. Appointment periods of less than one (1) year in duration shall be prorated on this basis.

Subd. 5. Reinstatement. Any ASF Member reemployed within two (2) years at the same or any other university within the System, who is otherwise eligible to accrue vacation, shall accrue vacation according to the length of service the ASF Member had attained at the time of separation.

### **Section C. Sick Leave.**

Subd. 1. Accrual.

- (a) Newly hired full-time probationary appointments.

- 1. No prior state service. One-hundred twenty (120) hours of sick leave shall be credited to all new full-time probationary ASF Members with no prior State of

Minnesota service at the time of their employment. This is provided to cover possible disability during the first thirty (30) pay periods of employment. Beginning with the thirty first (31<sup>st</sup>) pay period of employment, each ASF Member will be credited with four (4) additional hours of sick leave for each succeeding pay period of service. This provision shall also apply to individuals with prior ASF service with a break in service of greater than two (2) years.

2. Other state service outside ASF, with no break in service. All new probationary ASF Members who begin ASF service with no break in State of Minnesota service shall be credited with one-hundred twenty (120) hours of sick leave minus all hours of sick leave earned (whether or not used) in prior State of Minnesota service at the time of their ASF employment. In no case shall this result in a negative balance. Each ASF Member will be credited with four (4) additional hours of sick leave for each pay period of service that follows the number of full payroll periods represented by the initial credit of sick leave. Each four (4) hours of sick leave initially credited shall represent one full payroll period. Additionally, such ASF Member's current sick leave balance shall be transferred and credited fully to the ASF Member's sick leave accumulation.
  3. Other state service outside ASF, with a break in service of no greater than two (2) years. One hundred twenty (120) hours of sick leave shall be credited to all new full-time probationary ASF Members with prior non-ASF State of Minnesota service who join MnSCU after a break in service at the time of their employment. This is provided to cover possible disability during the first thirty (30) pay periods of employment. Beginning with the thirty-first (31<sup>st</sup>) pay period of employment, each ASF Member will be credited with four (4) additional hours of sick leave for each succeeding pay period of service. Such ASF Member's prior sick leave balance, if any, shall not be transferred to the MnSCU institution.
  4. Prior ASF service with a break in service of no greater than two (2) years. Such ASF Member shall be credited with one hundred twenty (120) hours of sick leave minus all hours of sick leave earned (whether or not used) during their prior ASF service at the time they are re-employed. In no case shall this result in a negative balance. Each ASF Member will be credited with four (4) additional hours of sick leave for each pay period of service that follows the number of full payroll periods represented by the initial credit of sick leave. Each four (4) hours of sick leave initially credited shall represent one full payroll period.
- (b) Fixed-term Appointment. ASF Members appointed to a fixed-term appointment as provided in Article 10, Section A, Subd. 1, shall be credited upon initial appointment with one (1) day of sick leave for each month of anticipated service. For purposes of this paragraph, "Appointment Year" is defined as the period of employment between July 1 and June 30 annually, inclusive of both dates. For purposes of this paragraph, if an ASF Member is initially hired to work one or more days during a calendar month, then that shall be deemed to be a month of anticipated service.

- (c) Externally Funded Appointments. ASF Members appointed to an externally funded appointment as provided in Article 10, Section A, Subd. 2, shall be credited upon initial appointment with one (1) day of sick leave for each month of anticipated service during the first appointment year, and will be credited with four (4) additional hours of sick leave for each succeeding pay period of service. For purposes of this paragraph, "Appointment Year" is defined as the period of employment between July 1 and June 30 annually, inclusive of both dates. For purposes of this paragraph, if an ASF Member is initially hired to work one or more days during a calendar month, then that shall be deemed to be a month of anticipated service.
- (d) Part-time Appointments. Individuals commencing employment on less than a full-time basis shall be given sick leave credit as described in this Section on a prorated basis at the start of employment. Such part-time ASF Members shall accumulate sick leave in accordance with the accrual table in Appendix B. In the use of sick leave, such ASF Members shall be charged on a pro rata basis according to the fraction of the time employed at the time of leave.
- (e) Reinstatement. Any ASF Member reemployed within two (2) years at any MnSCU university will have reinstated in the records of the employing university all unused sick leave accumulations that were accrued in accordance with the provisions of this Agreement and that were not used in the payment of severance under Article 16.
- (f) All sick leave earned prior to the effective date of this Agreement shall remain in full force and effect and shall be credited fully to each ASF Member's sick leave accumulation.

Subd. 2. Accrual Limits. Unused sick leave may be accumulated to a total of one thousand (1,000) hours. Sick leave earned over the maximum will be considered lapsed but shall be recorded to credit. In the event that an ASF 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 university President upon valid medical documentation, to the extent required by the ASF Member's illness, but not to exceed the total amount of his/her lapsed sick leave.

Subd. 3. Utilization. Sick leave shall be granted by the President or his/her designee for absences made necessary by reason of illness or disability, including temporary disabilities, by exposure to contagious disease which may endanger the individual or the public health, or by illness in the immediate family of the ASF Member, making it necessary that the ASF 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 or the parent, stepparent, child, step-child, grandchild, brother, sister, grandparent, or ward of the ASF Member or ASF Member's spouse, or other residents of the ASF Member's household.

Subd. 4. Sick Leave Incentive Program. MSUAASF and MnSCU may develop a sick leave incentive program through the establishment of a joint committee.

**Section D. Worker’s Compensation.** In the event an ASF Member is absent from work as a result of a compensable injury incurred in the service of a Minnesota State University under the provisions of the Worker’s Compensation Act, Minnesota Statutes Section 176.001 et. seq., the ASF Member shall receive compensation in an amount equal to the difference between the ASF Member’s regular pay and the benefits paid under the Worker’s Compensation Act to the extent that the ASF Member has accrued vacation or sick leave. Such additional payments to an ASF Member shall be charged against the accrued vacation or sick leave of such ASF Member. In no event shall the combined weekly or monthly compensation paid an ASF Member exceed the normal compensation of the ASF member.

**Section E. Bereavement Leave.** The use of a reasonable period of bereavement leave, up to five (5) days per occurrence, shall be granted in case of death in the immediate family, and the term “immediate family” shall be construed to mean the spouse, the parent, stepparent, guardian, child, step-child, grandchild, brother, sister, grandparent, or ward of the ASF Member, or ASF Member’s spouse, or other residents of the ASF Member’s household. Bereavement leave shall be granted by the supervisor in case of death of other relatives of the ASF Member. Leave of longer than five (5) days may be granted by the President. All other bereavement leave in case of death of other relatives of the spouse shall be deducted from sick leave.

**Section F. Adoption Leave.** Up to thirty (30) days leave per occurrence shall be granted by the President for absences made necessary by an ASF Member's adoption of a child. Adoption leave shall be deducted from sick leave.

**Section G. Military Leave.** ASF Members who are members of the State or Federal armed services are entitled to leave of absence with pay of (fifteen) 15 working days per calendar year as defined in Minnesota Statutes Sections 190 through 192.

**Section H. Court Related Leaves.** ASF Members shall be granted a leave of absence with pay for:

Subd. 1. Service on a jury or waiting in a jury pool.

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 for purposes other than those created by the ASF Member or the ASF Member organization. However, court leave is not available in any civil litigation where the ASF Member is appearing as a plaintiff or defendant, or in criminal litigation where the ASF Member is appearing as a defendant.

Subd. 3. Attendance in court in connection with an ASF Member’s official duty, such attendance including the time required in going to the court and returning to the ASF Member’s place of work.

**Section I. Election Judges.** ASF members serving as election judges shall be compensated in accordance with Minnesota Statutes Section 204B.195. Upon fourteen (14) calendar days advance request, leave shall be granted for purposes of serving as an election judge in any election.

**Section J. Personal Leave.** With approval of the President or his/her designee, an ASF Member, who has at least six (6) months of service within MnSCU, may be granted up to four (4) non-consecutive days (non-cumulative) leave per fiscal year for personal situations necessitating the absence of the ASF Member from the university. At the President's discretion, personal leave may be granted on consecutive days and/or during an ASF Member's first six (6) months of service. The President's discretion under this Section shall not be grievable. Personal Leave may be taken only in full day increments.

**Section K. Emergency Leave.** Emergency leave shall be granted pursuant to MnSCU Board Policy 4.4.

**Section L. Sick and Vacation Leave Balance.** The Employer shall provide each ASF Member a report of his or her sick and vacation leave balances at least monthly.

## **ARTICLE 19 LEAVES WITHOUT PAY**

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

Subd. 1. General Leaves. An ASF Member may request a leave of absence for valid reasons, including but not limited to the medical necessity of the ASF Member that is not covered by the Family Medical Leave Act (FMLA), 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 ASF 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) years may be granted at the discretion of the President. However, the ASF Member shall cease to accrue seniority beyond the second year.

Subd. 2. Extended Leave. Extended leaves of absence of at least three (3) but not more than five (5) years may be granted in accordance with Minnesota law. Notwithstanding any other provision of this Agreement, retention and accrual of all rights and benefits for ASF Members on extended leave shall be governed by Minnesota Statute Section 136F.43.

Subd. 3. FMLA Leaves. Under the Family Medical Leave Act, 29 U.S.C. Section 2601 et. seq., an ASF Member may take up to twelve (12) weeks of unpaid leave to care for a member's child after birth, for care of a child placed for adoption or foster care, to care for spouse, son, daughter, or parent with a serious health condition or to care for the serious health condition of the ASF Member. During this leave, the Employer continues to cover the costs of insurance. The Parties recognize that the Department of Employee Relations occasionally issues, updates, or revises a Statewide Policy on the FMLA. The Parties incorporate by reference the current DOER Statewide FMLA Policy. This policy is available on the DOER website or from the campus Human Resources Office.

Subd. 4. Parental Leaves. Parental leave of absence without pay shall be granted to natural

or adoptive parents who request same. ASF Members who intend to use parental leave according to the provisions of this section should notify the President or his/her designee as soon as it is practical. The leave shall commence on the date requested by the ASF Member, and shall continue for a period up to nine (9) months. Parental leave may be extended for an additional six (6) months upon application to and approval by the President or his/her designee.

#### **Section B. Maintenance of Benefits.**

Subd. 1. While on unpaid leave, the ASF Member shall have the right to continue, to the extent permitted by law, any or all benefits, provided any direct cost resulting therefore is reimbursed to the Department of Employee Relations by the ASF Member, except for leaves under the FMLA (Section A, Subd. 3).

Subd. 2. An ASF Member, while on leave, shall retain all rights and accumulated benefits. For purposes of layoff, a permanent status ASF Member on a general or extended leave for purposes judged by the President to be of benefit to the university, shall be entitled to credit for years of seniority accumulated during the leave.

**Section C. Return from Leave.** An ASF member, on leave under this Article, shall have the right to return to a position in the bargaining unit at the same university, at the same range and pay level as his/her previous position, provided the individual is qualified, as determined by the president or designee. If no vacancy exists for which the individual is qualified, layoff provisions will be invoked. By mutual agreement of the President/designee and the ASF Member, an ASF Member on leave under this Article may return from that leave prior to the originally anticipated return to work date. If an ASF Member is unable to return to work on the originally anticipated return to work date, the ASF Member will notify the President/designee as soon as it is practical, but no later than the originally anticipated return to work date. Such notice will include the ASF Member's application for an extension of leave, if applicable.

**Section D. Salary Savings Leave.** An ASF Member may request unpaid salary savings leave. At the discretion of the President/designee, an ASF Member may be allowed to take such unpaid leave if the President/designee determines that the following conditions exist: 1) an existing or projected budget deficit exists; 2) granting an unpaid leave of absence would help alleviate the projected budget deficit and/or mitigate layoffs; 3) staffing needs can continue to be met; and 4) other unpaid leaves of absence are not applicable to the situation. ASF Members taking leave under this Section will continue to accrue vacation and sick leave and be eligible for paid holidays and insurance benefits as if the ASF Member had been actually employed during the time of leave. If the unpaid leave of absence is for one (1) full pay period or longer, any holiday pay shall be included in the first payroll period warrant after return from leave of absence. Unpaid leave under this provision will be taken in full day increments not to exceed forty (40) days per fiscal year. The discretionary function of the Employer under this Section is not subject to the grievance procedure.

## **ARTICLE 20 NOTICE OF VACANCIES AND RIGHT TO RETURN TO THE UNIT**



**Section A. Notice of Vacancy.** Notice of any vacancy in the bargaining unit, that is being searched by means other than an internal search, shall be electronically mailed by the MnSCU Office of the Chancellor to all ASF Campus Association Presidents, the Association President, and to the human resources offices of the State Universities. Additionally, the MnSCU Employment Opportunities Bulletin is available at [www.mnscu.edu](http://www.mnscu.edu).

**Section B. Internal Search.** The Employer at each campus shall determine and publish a uniform process for conducting internal searches. The Employer may decide to fill a position from candidates who are current ASF Members at the university prior to an external notice of the vacancy. The Employer shall announce the vacancy to all such ASF Members. If the position is not filled through an internal search, the Employer may conduct an external search. Nothing in this section shall preclude an ASF Member from applying in an external search. The appointment decision under this section shall not be grievable or arbitrable.

**Section C. Filling of Vacancies after Notice of Layoff.** An ASF Member who has received notice of layoff shall be sent notice of any vacancy in the bargaining unit that is being searched by means other than an internal search as posted in the MnSCU employment opportunities bulletin. Any such ASF Member who meets the qualifications, as determined by the President/designee, of any announced ASF vacancy and who supplies all required materials within the stated vacancy timeline shall be offered an interview for the position prior to filling the position with external candidates. The Employer is not required to pay the costs incurred by the ASF Member associated with this interview.

**Section D. Right to Return to the Unit.**

Subd. 1. For ASF Members who accepted a MnSCU Administrator position before July 1, 2003. ASF Members shall neither lose nor continue to accrue benefits provided to ASF Members in this bargaining unit because of, or during, the period of any appointment to a MnSCU Administrator position. An ASF member appointed under this Article, shall have the right to return to a position in the bargaining unit at the same university, at the same range and pay level as his/her previous position, provided the individual is qualified as determined by the President or designee. If no vacancy exists for which the individual is qualified, layoff provisions will be invoked.

Subd. 2. For ASF Members who are appointed to a MnSCU Administrator position (excluding acting or interim appointments) on or after July 1, 2003.

(a) No ASF Member will be required to accept an appointment as a MnSCU Administrator. However, if the Employer appoints an ASF Member with permanent status to a MnSCU Administrator position at the same university, that individual will have the right to return to a position in the ASF bargaining unit from the Administrator position for a period of four (4) years from the date of appointment, as described in this Subdivision. The ASF Member shall be returned to an ASF position with no break in service at the same range and step as his/her previous ASF position, provided the individual is qualified as determined by the President/designee.

(b) Within the four (4) year period described above, if an individual desires to return to a position in the ASF bargaining unit, he/she must provide written notice to the President/designee by December 31 to be effective the following June 30, as provided in paragraph (a) of this Subdivision.

(c) Within the four (4) year period described above, if the Employer ends the MnSCU Administrator appointment of an individual covered by this Subdivision for any reason other than misconduct, the individual will have a right to return to a position in the ASF bargaining unit as described in paragraph (a) above. However, if in the Employer's discretion such appointment is terminated for misconduct, there is no right to return under this Subdivision. The discretionary function of the Employer as provided in this paragraph shall not be subject to the grievance procedure.

(d) For the purposes of this Subdivision, if no vacancy exists for which the individual is qualified as determined by the President/designee, the layoff provisions in Article 22 will be invoked.

(e) An ASF Member will neither lose nor continue to accrue benefits provided to ASF Members in this bargaining unit because of, or during, the period of any appointment to a MnSCU Administrator position.

**Section E. Search Committees.** At least one Association representative selected by the Campus Association President shall be included on any search committee established by the Employer for the purpose of making recommendations with regard to the filling of a vacancy within the bargaining unit. The number of ASF members on the committee will not be exceeded by the membership from any other bargaining unit.

## **ARTICLE 21 GENERAL PROVISIONS**

**Section A. Legal Counsel.** If civil proceedings are brought against an ASF 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. Reemployment Insurance.** All ASF Members shall be eligible for reemployment insurance benefits as provided by law.

### **Section C. Ethical Standards and Outside Employment.**

Subd. 1. ASF Members 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. ASF Members shall be free to engage in any outside activity which does not interfere with his/her regular duties as set forth by university authorities.

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

Subd. 4. A full-time ASF Member is not permitted to serve as a regular paid consultant or staff member for another Minnesota state agency without appropriate leave of absence and deduction of pay at the university.

Subd. 5. ASF Members shall not, while engaging in private practice, use the official stationery of the university or of the office of the Chancellor, or give as a business address the university, its buildings, its departments, or the office of the Chancellor.

Subd. 6. ASF Members shall not use the System or university technical equipment for personal use without notice to and the consent of the Employer and the payment of a reasonable fee for the privilege enjoyed.

Subd. 7. ASF Members shall not use his/her position to secure special privileges or exemptions for himself/herself or others.

Subd. 8. ASF Members shall not engage in any transaction as a representative or agent of the State of Minnesota with any business entity in which he/she has a substantial direct or indirect pecuniary interest. However, this shall not preclude the use in teaching of materials written by ASF Members provided approval has been obtained in writing in advance from the university President or his/her designee.

Subd. 9. ASF Members shall not accept employment or engage in any business or professional activity which he/she might reasonably expect would require or induce him/her to disclose confidential information acquired by reason of his/her official position.

Subd. 10. ASF Members shall not disclose to unauthorized persons confidential information for personal gain or benefit.

**Section D. Publication and Distribution of Agreement.** The cost of the printing of the Agreement shall be shared equally between the Employer and the Association. The Employer shall provide a copy of the Agreement to each prospective new ASF member prior to or concurrent with the date the individual receives an offer of employment. The Association shall assume responsibility for distribution of one copy of the Agreement to each current member of the bargaining unit within a reasonable time after ratification.

**Section E. Change of Name.** Any change in the name of either party to this Agreement shall in no

way affect any of the provisions of this Agreement.

**Section F. Performance Evaluations.** Prior to implementing procedures for ASF Members' performance evaluations, the President and/or his/her designee shall meet and confer with the Campus Association. The instruments and procedures shall be uniform throughout the campus. Each ASF Member shall be evaluated regularly in accordance with these procedures. Job performance deficiencies noted in this evaluation are to be addressed in a plan for performance improvement developed by the supervisor after consultation with the ASF Member.

## **ARTICLE 22 LAYOFF**

**Section A. Procedure.** In the event of a reduction of ASF Members, the following provisions shall apply.

Subd 1. Meet and Confer. The President or his/her designee shall meet and confer with the Campus Association in accordance with the provisions of Article 7, Association Rights, Section B, Subd. 2, regarding circumstances which will lead to layoffs of members of this bargaining unit. In connection with such duty to meet and confer, available information, statistics, or financial data related to any proposed layoff, including any anticipated reassignment of duties, shall be made available to the Campus Association at least ten (10) duty days prior to the meeting unless the Association agrees otherwise.

Subd. 2. Advance Notice. Written notice of layoff under the provisions of this Article shall be furnished probationary ASF Members at least three (3) months in advance of termination during the first two (2) years of employment, at least six (6) calendar months in advance of termination thereafter, and ASF Members with permanent status shall receive at least nine (9) calendar months advance notice. Article 10, Section A, Subd. 2 (d) addresses the notice requirements of externally funded ASF Members, and the rights for those ASF Members are defined solely therein. The Campus Association President shall receive notice of layoff of any ASF Member in the unit.

Subd. 3. Order of Layoff. After meeting and conferring with the Campus Association and pursuant to Subd. 1 hereof, the President shall determine the particular department, program or service area in which personnel reductions are to be made and the specific position or positions to be eliminated. Reductions shall then be accomplished in the following order:

- (a) If the position(s) identified for elimination are occupied by fixed-term, externally funded or probationary ASF Members, no further action is necessary except to provide required notice to affected employees.
- (b) If the position or positions identified for elimination are occupied by ASF Members with permanent status, and there are fixed-term, externally funded or probationary status ASF Members in the particular department, program or service area occupying positions in the same or lower salary range as the position(s) to be eliminated, that

the permanent status ASF Members are qualified to fill, as determined by the President, the fixed-term, externally funded or probationary ASF Member shall be laid off and the permanent status ASF Member reassigned to the position occupied by such ASF Member.

- (c) If there are not sufficient numbers of fixed-term, externally funded or probationary ASF Members in the particular department, program or service area to achieve the number of layoffs necessary, notice of layoff shall be given to the least senior permanent status ASF Member in the same or lower salary range as the position to be eliminated. The ASF Member whose position is to be eliminated will then be reassigned to the position vacated by the least senior permanent status ASF Member, if he or she is qualified as determined by the President. If more than one position is to be eliminated, notice shall be given in inverse order of seniority, and reassignment to resulting vacancies shall be made as indicated above. When such reassignment results in placement in a position in a lower range, it shall be treated as a downgrade under Article 12, Section G.
- (d) If a permanent status ASF Member whose position is being eliminated has thirty-six (36) FTE months in another department, program or service area at a state university, he/she may choose, at the time the decision is made to eliminate the position, to exercise his/her right to move to that department in his/her current institution. Notice within that department will be given consistent with (b) and (c) above.
- (e) An ASF Member who has received notice of layoff or is scheduled to be reassigned as a result of his/her position being eliminated, may, during the period between notice and actual layoff, accept, in lieu of layoff or reassignment, a comparable vacancy within the bargaining unit at that university, provided the President has determined that such vacancy is to be filled and that the ASF Member is qualified.

Subd. 4. Calculation of Seniority. For the purpose of this Article, "seniority" shall be defined as continuous employment at the university in positions within the bargaining unit. An authorized leave of absence, pursuant to Article 18 or 19 of this Agreement, shall not be deemed an interruption of continuous service. For purposes of this Section, a full-time ASF Member on a nine (9) to twelve (12) month appointment or on a .75 or greater appointment for 12 months shall be considered to have accrued one (1) year of seniority.

If two (2) or more ASF Members have equal seniority, then those with greater length of service in permanent status shall have priority for retention. Should ASF Members still be equal in seniority, then the decision of which person to retain will be made on the basis of ASF Member competence and programmatic needs of the university as determined by the President.

A seniority roster shall be posted by the President or his/her designee on or before November 1 of each year, and a copy of such rosters shall be furnished to the Campus Association President. Grievances concerning the accuracy of the roster must be filed within thirty (30) calendar days of publication of the roster and must be limited to changes made and shown on

the most recent roster.

ASF Members on leave status at the time of posting of the seniority roster shall have (30) calendar days after the end of such leave within which to file a grievance. The format of the seniority roster shall be the same for each university. The rosters shall contain all relevant information necessary to implement this Article, including a notification of any department, program or service area in which the ASF Member has served at least thirty-six (36) FTE months.

Subd. 5. Sabbatical Leave. If an ASF Member had been scheduled for a sabbatical leave or a professional improvement grant, he/she shall not be deprived of the benefit because he/she is subject to layoff.

**Section B. Recall.** ASF Members with permanent status as defined in Article 10 laid off in accordance with this Article shall have recall rights in the same or similar position within the department, program, or service area from which he/she was terminated in accordance with the following provisions.

Subd. 1. When the vacant positions are filled, laid-off ASF Members shall be offered reemployment in inverse order of their layoff from the university. In addition, ASF members with recall rights shall be offered interviews for positions for which they apply and meet the minimum qualifications, as determined by the President/designee, at any MnSCU institution for a period of six (6) months from their effective date of layoff.

Subd. 2. Persons offered reemployment must accept such offer within fifteen (15) calendar days after such offer, such acceptance to take effect on a date specified by the President which will be not less than forty-five (45) calendar days from the date of the reemployment offer unless otherwise agreed to by the university and the ASF Member.

Subd. 3. Persons who decline offers of reemployment at the same or higher pay range as their previous position waive all rights of recall as established in this Article and shall have their names stricken from the recall list.

Subd. 4. All recall rights established herein shall expire at the conclusion of three (3) years from the effective date of the ASF Member's layoff.

Subd. 5. Layoff List. A list of all ASF Members laid off within the prior three (3) year period shall be maintained by the MnSCU Office of the Chancellor. The list shall indicate if an individual has recall rights. The Association President shall be provided a copy of the list, and notified promptly of changes.

Subd. 6. Notice of Vacancies to Laid Off ASF Member. The MnSCU Office of the Chancellor shall notify each individual on the layoff list of any vacancy in the bargaining unit that is being searched by means other than an internal search. This notification may be by U.S. mail or by electronic means. It is the responsibility of the laid off ASF Member to provide a current address to the MnSCU Office of the Chancellor. Additionally, the MnSCU

employment opportunities bulletin is available at [www.mnscu.edu](http://www.mnscu.edu).

**Section C. Accrued Benefits.** An ASF Member who is recalled in accordance with this Article shall retain all unused sick leave accumulations that were not used in the payment of a severance under Article 16. Additionally, the ASF Member's previously earned credits for sabbatical leave will be retained, but he/she shall not accrue any such benefits during the period of layoff.

**Section D. Grievance Procedure.** The decision to lay off shall not be considered a termination of appointment or a dismissal for cause, and an ASF Member laid off shall not be permitted to grieve that decision pursuant to the provisions of the grievance procedure. Subsequent to decision to reduce ASF Members, an affected ASF Member may grieve violations of the procedure described in this Article.

**Section E. Determination of Department or Program.** Departments, programs, or service areas defined as of the date of execution of this Agreement shall continue to exist unless the President redefines departments, programs, or service areas based upon the needs of the university. Such determinations of the President shall be subject to the meet and confer process specified herein, but not to the provisions of the grievance procedure. Each university shall provide the Campus Association a list of departments, programs, or service areas within sixty (60) calendar days after the execution of this Agreement.

**Section F. Placement Assistance.** The Employer, with the Association, shall select a placement consultant and provide placement services and assistance to any bargaining unit member who is given notice of layoff and who requests such service.

## **ARTICLE 23 DISMISSAL, SUSPENSION, AND DISCIPLINARY DEMOTION**

**Section A. Just Cause.** Disciplinary action may be imposed on ASF Members only for just cause. Discipline may include the following, but not necessarily in this order: oral reprimand, written reprimand, suspension without pay, reduction in salary, demotion, and dismissal. In lieu of a suspension without pay, the Employer may, at its discretion, require an ASF Member to use accumulated vacation in an amount equal to the length of a suspension up to five (5) days. "Just Cause" as used in this Agreement shall be defined as:

Subd. 1. Notice: Did the employer give the ASF Member forewarning or foreknowledge of the possible probable disciplinary consequences of the ASF Member's conduct?

Subd. 2. Reasonable rule or order: Was the employer's rule or managerial order reasonably related to (a) the orderly, efficient and safe operation of the employer's business, and (b) the performance that the employer might properly expect of the ASF Member?

Subd. 3. Investigation: Did the employer, before administering the discipline to an ASF

Member, make an effort to discover whether the ASF Member did in fact violate or disobey a rule or order of the Employer?

Subd. 4. Fair investigation: Was the employer's investigation conducted fairly and objectively?

Subd. 5. Proof: During the investigation, did the employer obtain substantial evidence or proof that the ASF Member was guilty as charged?

Subd. 6. Equal treatment: Has the employer applied its rules, orders and penalties even-handedly and without discrimination to all ASF Members?

Subd. 7. Penalty: Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the ASF Member's proven offense, and (b) the record of the ASF Member in his/her service with the employer?

### **Section B. Procedures.**

Subd. 1. In the event the President, or his/her designee, believes just cause exists for an action as defined in Section A hereof, he/she shall give written notice (except in the case of an oral reprimand) of the action specifying all the reasons to the affected ASF Member. Any ASF Member who is given notice of his/her dismissal by the President may request an opportunity to hear an explanation of the evidence against him/her, and to present his/her side of the story to the President or his/her designee. The ASF Member may, at his/her own request, have an Association Representative present at such meeting.

Subd. 2. Investigative Leave. The President/designee may place a member who is the subject of a disciplinary investigation on an investigatory leave with pay.

**Section C. Right to Grieve.** ASF Members may grieve any action specified in Section A in accordance with the provisions of the grievance procedure through and including arbitration. ASF Members may not appeal oral reprimands to the arbitration step of that procedure.

## **ARTICLE 24 HOUSING**

**Section A. Live-in.** An ASF Member may be required by the Employer to live in a university-related facility as a condition of employment.

**Section B. Conversion Prohibited.** An ASF Member living in university-related housing may not convert such housing to any other use or purpose without the explicit, written permission of the university President.

**Section C. Utilities.** All utilities (excluding long distance telephone calls) will be paid by the Employer.



**Section D. Optional Occupancy.** Upon written notification to the President, an ASF Member may elect to retain use of university-related housing during periods when he/she is not required to perform services for the university. In those instances where the ASF Member elects to do so, the following rental rates shall apply for the period of use:

0-599 square feet	\$ 60.00
600-799 square feet	90.00
800-999 square feet	120.00
1,000+ square feet	150.00

Such rental charges shall be paid on a monthly basis in advance.

**Section E. Board Rates.** ASF Members and their families may arrange to participate in the campus food service program at the same rates charged students.

## **ARTICLE 25 GRIEVANCE PROCEDURE**

**Section A. Definitions.** A grievance for the purpose of this Article is defined as a dispute or disagreement as to the interpretation or application of any specific term or terms of this Agreement.

**Section B. Informal Resolution.** ASF Members are encouraged to attempt to resolve the occurrence of any alleged violation of this Agreement on an informal basis with the employee's designated supervisor, and if the employee so chooses, with the assistance of the Campus Association. If the matter is not resolved to the employee's satisfaction by informal discussion, it shall be settled in accordance with the procedure set forth below.

**Section C. Grievance Steps.** Under no circumstances may an employee who has elected to use some other appeal procedure available to him/her under law use the grievance procedure of this Agreement for the same dispute, except that it is understood this provision does not apply with specific regard to any rights an employee possesses under federal and state anti-discrimination laws.

Step I. If the grievance has not been settled in the informal procedure above, it may be presented by the Association or the employee, in writing to the appropriate Vice President or equivalent officer within thirty (30) calendar days after the employee or the Association, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. The written grievance shall set forth the nature of the grievance, the facts upon which it is based, the specific section(s) of the Agreement allegedly violated and the relief requested. The Vice President or the equivalent officer or his/her designee shall respond in writing to the Association and the employee within fourteen (14) calendar days.

Step II. If the grievance remains unsettled, it may be presented by the Association or the employee in writing to the university President within ten (10) calendar days after the

response of the Vice President or his/her designee. The President or his/her designee shall respond to the Association and the employee in writing within fourteen (14) calendar days after receipt of the appeal.

Step III. If the grievance is still unresolved after the response of the university President or his/her designee, it may be presented to the Chancellor or his/her designee by the Association or the employee within fifteen (15) calendar days after the response of the President. The Chancellor or his/her designee shall respond to the grievance within fifteen (15) calendar days.

**Section D. Arbitration Procedure.** If the grievance is still unresolved after the response of the Chancellor or his/her designee the Association may, within fifteen (15) calendar days, serve written notice to the Chancellor or his/her designee of its intent to submit the issue to arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by mutual agreement of the office of the Chancellor and the Association within seven (7) calendar days after the request for such action. If the parties fail to mutually agree upon an arbitrator within the said seven (7) calendar day period, either party may request the Bureau of Mediation Services to provide a list of seven (7) neutral arbitrators. The representatives of the Employer and the Association shall strike names and the last remaining person shall be the arbitrator. Expense for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Association; however, each party shall be responsible for compensating its own representatives and witnesses. If either party cancels an arbitration hearing or asks for a last minute postponement that leads to the arbitrator's making a charge, the canceling party or the party asking for the postponement shall pay this charge. The decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of the testimony and argument. If either party desires a transcript record of the arbitration proceedings, it may cause such a record to be made, providing it pays for the record. However, any party ordering a copy of the record shall pay for such copy.

**Section E. Arbitrator's Authority.** General Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue or issues submitted to him/her in writing by the parties to this Agreement and shall have no authority to make a decision on any matter not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to, inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The decision shall be based solely upon the arbitrator's interpretation and application of the expressed terms of this Agreement and to the facts of the grievance presented.

**Section F. Time Limits.** Failing to adhere to the time limits set forth above may result in a forfeiture of the grievance. If a grievance is not appealed to the next step or steps within the specified time limit or any extension thereof, it shall be considered settled on the basis of the Employer's last response. Failure of the Employer to respond to a grievance or an appeal thereof within the specific time limits may result in mandatory alleviation of the grievance as outlined in the last appeal by the representative or ASF Members. The time limit in each step may be extended by mutual written agreement of the Employer and the Association. In computing any period of time prescribed or allowed by this grievance procedure, the date of the act or event, or default for which the designated time begins to run shall not be included. The last day of the period shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which

event the period runs until the end of the next day which is not a Saturday, a Sunday or legal holiday.

**Section G. General Provision.** All ASF Members of the appropriate unit are free to present grievances in accordance with this Article. In this regard, it is understood that the grievant has the right to be his/her own representative in the processing of a grievance, and the Association shall not interfere with that right.

**Section H. Grievance Processing.** Whenever practicable, the processing of grievances shall be handled during the university's regular work day. ASF Members who are required to participate in the processing of such grievances shall not be subject to a loss of wages for doing so; however, the number of ASF Members who may participate without loss of wages shall be limited to a maximum of three (3), inclusive of ASF Members who are representatives and/or officers of the Association.

**Section I. Reprisals.** The Employer shall engage in no reprisals or recriminations based upon the filing and pursuit of a grievance, or upon acting as a witness or advocate for a grievant.

**Section J. Scope.** Subject to Article 2 of this Agreement, nothing in this contract shall prevent an employee from pursuing both a grievance under this contract and a Charge of Discrimination, including, but not limited to, those charges of Discrimination brought under Title VII of the Civil Rights Act, the Americans with Disability Act, the Age Discrimination in Employment Act, or the Equal Pay Act.

## **ARTICLE 26 SAVINGS CLAUSE**

**Section A. Conformance to Law.** If any of the provisions of the Agreement are found by a court or other authority having jurisdiction to be in conflict with or contravene any Federal law or statute, State law or statute, executive order, or any rule and regulation promulgated pursuant to one of the above, 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, either party shall have the right to reopen negotiations on that provision only.

**Section B. Limit on Invalidity.** If any provision or portion of this Agreement is prevented from being put into effect because of applicable legislative actions, executive order or regulation dealing with wage and price controls, then only such specific provisions or portions specified in such decision shall be invalid, the remainder of this Agreement continuing in full force and effect for the term of the Agreement. However, any provision of this Agreement so prevented from being put into effect shall become effective at such time, in such amounts, and for such periods, retroactively and prospectively, as is permitted by law at any time during the life of this Agreement or any extension thereof.

**ARTICLE 27**  
**COMPLETE AGREEMENT AND WAIVER**

**Section A. Complete Agreement.** The Employer and the Association 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 which are in conflict with or are superseded by this Agreement.

**ARTICLE 28  
DURATION**

**Section A. Effective Dates.** Except as otherwise provided herein, this Agreement shall become effective upon signing and shall remain in full force and effect through the 30th day of June 2005.

**Section B. Legislative Action.** In the event that any provision of this Agreement requires legislative action to become effective, including, but not limited to, amendment of existing statutes, the adoption of new legislation, or the granting of appropriations, that provision shall become effective only if such legislative action is taken. Should any legislative action be required pursuant to this Section, the Employer and the Association agree to cooperate in any 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.

**IN WITNESS WHEREOF**, the parties hereto have set their hands, this \_\_\_\_ day of \_\_\_\_\_ 2003.

**FOR THE ASSOCIATION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE EMPLOYER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE DEPARTMENT OF  
EMPLOYEE RELATIONS (for  
purposes of Article 13 Insurance):**

\_\_\_\_\_

## APPENDIX A

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### IN THE MATTER OF A PETITION FOR CLARIFICATION OF AN APPROPRIATE UNIT

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June 5, 1992

Inter-Faculty Organization, St. Paul, Minnesota  
- and -  
Minnesota State University System, St. Paul, Minnesota  
- and -  
Minnesota State University Association of Administrative and  
Service Faculty, Mankato, Minnesota

BMS Case No. 92-PCL-2142

PREPARED BY: Janet L. Johnson,  
Representation Specialist

### UNIT CLARIFICATION ORDER

#### INTRODUCTION

On May 26, 1992, the State of Minnesota, Bureau of Mediation Services (Bureau), received a Letter of Understanding, signed by Ms. Mary Hickerson, President, on behalf of the Inter-Faculty Organization, St. Paul, Minnesota (IFO); Mr. Richard Wheeler, President, on behalf of the Minnesota State University Association of Administrative and Service Faculty, Mankato, Minnesota (MSUAASF); and Mr. Craig M. Ayers, Associate Vice-Chancellor, on behalf of the Minnesota State University System, St. Paul, Minnesota (Employer).

#### STIPULATION OF THE PARTIES

As evidenced by the signing of the Letter of Understanding, the parties agree to abide by the criteria outlined in the Letter of Understanding (attached hereto) in determining the proper bargaining unit assignment of employee classifications under Minn. Stat. 179A.10, subd. 4.

FINDINGS AND ORDER

1. The Stipulation of the Parties is appropriate.
2. The Bureau shall use the agreed to standards in processing unit clarification requests under Minn. Stat. 179A.10, subd. 4.

**STATE OF MINNESOTA**  
Bureau of Mediation Services

**PETER E. OBERMEYER,**  
Commissioner

JLJ

cc: Mary Hickerson  
Craig Ayers  
Nancy McClure  
Richard Wheeler

**Letter of Understanding**

**MINNESOTA STATE UNIVERSITY SYSTEM**

**Unit Determination Criteria -- Typical Position Duties**

**IFO/MSUAASF/EXCLUDED within MSUS**

The parties hereto have entered into the following letter of understanding as a means of providing guidance in determining the proper bargaining unit for placement of certain positions.

**Purpose**

These criteria provide a method to determining which unit is the primary unit when positions are a mixture of significant portions of work found in 2 or more units. They are not intended to modify the unit threshold requirements for inclusion in a bargaining unit found in Minnesota statutes, 179A.03, Subd. 14, "Public Employee".

**Basic Duty Statement**

**IFO**

Their primary duties involve classroom teaching for credit generation, academic librarian tasks, academic counseling and academic advising (as defined below)

**MSUAASF**

Their primary duties include administration and service functions to students, the university, and the community.

**Counseling**

**IFO**

Personal counseling  
Psychological counseling  
Psychiatric counseling

**MSUAASF**

Counseling administration  
Counseling Center management

**Advising**

**IFO**

Academic discipline related advising.

**MSUAASF**

Non academic discipline related advising.



Academic discipline progress advising.

Transfer advising

Academic discipline degree completion advising.

Interpretation and Application of established policy and procedure in advising.

Requirements for majors, minors, and graduation in an academic discipline advising.

### **Credit Generation/Teaching**

#### **IFO**

#### **MSUAASF**

Positions in which State of Minnesota Department of Education teacher licensure or certification is required.

In service and skills teaching that is offered for no academic credit.

Positions which involve direct classroom teaching of fourteen (14) quarter hour credits per academic year.

May supervise a student in the completion of an internship or the practicum.

Teaching that generates credit hours.

Evaluation of satisfactory completion of an internship or practicum that is for credit.

### **Tutoring**

#### **IFO**

#### **MSUAASF**

Direct tutoring of student on an academic subject area.

Tutoring administration and management.

Tutoring of skills that are not related to a specific academic discipline.

### **Grants/Research**

#### **IFO**

#### **MSUAASF**

Research related to an academic discipline.

Administration of grants related to an academic discipline.

Research not related to an academic discipline.

Grants related to administrative or service functions.

University research department administration and management.

### Coaching

#### IFO

All coaching responsibilities

#### MSUAASF

### Workload

#### IFO

Normally defined in credit hours or equivalent for non-instructional or days. academic work.

Normally work an academic year.

#### MSUAASF

Normally defined in. Months or duty days.

Normally work a fiscal year.

### Service

#### IFO

Services that are discipline related teaching functions.

#### MSUAASF

Provide direct services that are non-teaching and are not related to a particular academic discipline.

### Administration

#### IFO

Duties that contain functions which are an integral part of the academic department or program.

May supervise staff other than IFO not to exceed forty-nine (49%) of the position duties.

#### MSUAASF

Budget control.

Personnel management and supervision of staff other than excluded management and confidential staff.

May include budget coordination of an academic department or program not to exceed forty-nine percent (49%) of the position duties.

Plan, direct, and management of support department or programs.

Manage university compliance with applicable laws and regulations.

### **Excluded Administrators & Excluded Professionals**

Subject of the 51% rule, positions shall only be excluded administrative or excluded professional if:

#### **Excluded Administrator:**

1. The position meets the managerial test in Minnesota Statutes 43A.02, Subd. 28: "...those positions designated pursuant to section 43A.18, subdivision 3 as being accountable for determining, securing and allocating human, financial, and other resources needed to accomplish objectives. Positions in this category also are accountable for determining overall objectives, priorities, and policies within a program area. Higher level positions in this category handle significant and involved relationships with governmental leadership. Incumbents of these positions have the authority to exercise discretionary powers on a regular basis," and
2. The position creates or formulates, influences or manages policy or directs the enterprise, and
3. The position is responsible for making key operating decisions high up in the enterprise on an on-going basis, or specifically delegates them to others responsible to the position, and
4. The position does not devote significant amounts of time to approving leave, administering work schedules, or directing work procedures and regimens, or
5. The position is responsible for deciding or making administrative recommendations for tenure, promotion, non-renewal or permanency status of faculty and/or administrative and service faculty, or
6. The position manages academic and administrative and service faculty labor and employee relations.

#### **Excluded Professional:**

1. The position reports directly to the President or Chancellor, or to a Vice President, Associate or Assistant Vice President, Deputy or Vice Chancellor or Associate Vice Chancellor, Dean or Provost, and provides confidential advice to the Board, the Chancellor, the President or Provost, and serves on the system or, campus management team performing duties which involves significant discretion and substantial involvement in the development, interpretation and implementation of academic policy, and requires loyalty and compatibility with the Chancellor, President or Provost.

**Implementation**

These Unit Determination Criteria shall not result in the removal of any current employee from his/her current Unit assignment, but shall be used to determine unit placement upon replacement of any position after adoption of these criteria by the Minnesota Bureau of Mediation Services.

**Assignment of Duties from Another Unit**

Employees of the unit represented by IFO or by MSUAASF, administrator and excluded professional unit, or the excluded, may be assigned duties that would normally be assigned to employees in another unit. If the non-primary unit assigned duties exceed forty-nine percent (49%) of the position duties, then the position shall be reviewed by the two units involved and the Chancellor's Office representative to determine whether duties should be removed or percentages assigned reduced, or whether it should be placed in another unit.

As position duties get close to the forty-nine percent (49%) limit, a position will be re-evaluated to make sure that the position is assigned to the appropriate bargaining unit.

Every position must specifically state at least fifty-one percent (51%) of the duties that would place the position within a single bargaining unit.

**No Waiver**

None of the parties to this Agreement have in any way waived the right to request unit clarification or other action from the Minnesota Bureau of Mediation Services on any single position or positions to which the agreed-upon criteria is applied. Each party expressly reserves the right to challenge factual determinations relative to these criteria.

In Witness Thereof the Parties have set their Hands this \_\_\_\_ day of \_\_\_\_\_, 1992.

**FOR the IFO:**

**FOR MSUAASF:**

\_\_\_\_\_  
Mary Hickerson, President      Date

\_\_\_\_\_  
Richard Wheeler, President      Date

**FOR the MSUS:**

\_\_\_\_\_  
Craig M. Ayers, Associate Vice Chancellor      Date

**BUREAU OF MEDIATION SERVICES  
REPRESENTATION CASE - REPORT/COVER SHEET**

**Case No. 92-PCL-2142  
Date of Petition 5-25-92  
Date Received 5-26-92**

Name of Petitioner: Inter-Faculty Organization

Address: 412 Sherburne Ave., St. Paul, MN 55103 Phone: (612) 227-9541

Name of Representative: Mary Hickerson, President

Address: Same as above

Name of Other Party: State University System

Address: 555 Park St., Ste 230., St. Paul, MN 55102 Phone: (612) 296-2844

Name of Representative: Craig Ayers, Assoc. Vice Chancellor

Address: Same as Above

Other Parties cc: Richard Wheeler, President

MN State Univ Assn Admin & Service Faculty  
MS Box 30  
Mankato, MN 56002-8400  
507-389-1011

Nancy McClure, Deputy Commissioner  
State of MN - DOER  
200 Centennial Office Bldg.  
658 Cedar St.  
St. Paul, MN 55155  
612-296-2516

Addendum: The Parties recognize that the current Personnel Plan for MnSCU Administrators does not provide an appointment category for Excluded Professionals.

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**APPENDIX B  
VACATION AND SICK LEAVE**

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Eligible ASF Members being paid for less than a full eighty (80) hour pay period shall have their vacation and sick leave accruals prorated according to the Rate tables listed below:

**HOURS OF VACATION ACCRUED DURING EACH  
PAY PERIOD OF LENGTH OF SERVICE**

<b>Hours worked</b>	<b>0 thru 8 years</b>	<b>9 thru 15 years</b>	<b>16 thru 20 years</b>	<b>21 thru 25 years</b>	<b>26 thru 30 years</b>	<b>After 30 years</b>
0.00- 9.49	0.00	0.00	0.00	0.00	0.00	0.00
9.50-19.49	1.00	1.25	1.50	1.50	1.75	1.75
19.50-29.49	1.50	1.75	2.00	2.00	2.25	2.25
29.50-39.49	2.50	2.75	3.00	3.00	3.25	3.25
39.50-49.49	3.25	3.50	3.75	4.00	4.25	4.50
49.50-59.49	4.25	4.50	4.75	5.00	5.25	5.75
59.50-69.49	5.00	5.25	5.75	6.00	6.50	6.75
69.50-79.49	6.00	6.25	6.75	7.00	7.50	8.00
79.50+	6.75	7.00	7.50	8.00	8.50	9.00

**HOURS OF SICK LEAVE ACCRUED DURING EACH  
PAYROLL PERIOD**

<b>Hours worked</b>	<b>Hours accrued</b>
0.00- 9.49	.00
9.50-19.49	.75
19.50-29.49	1.00
29.50-39.49	1.50
39.50-49.49	2.00
49.50-59.49	2.50
59.50-69.49	3.00
69.50-79.49	3.50
79.50+	4.00

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