

Minnesota State University
Administrative and Service Faculty
(MSUAASF)

2005-2007 Master Contract

between the

**Minnesota State College and University
Board of Trustees**

and the

Minnesota State Colleges and Universities

Affiliated with Minnesota Teamsters Local 320

November 2005

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 received 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) including the elimination of vacant ASF positions, 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.

Alternatively, the Employer may provide this information in an electronic format.

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. An individual who takes this professional development leave shall not accrue vacation but shall accrue sick leave at one-half (1/2) the applicable rate for the duration of the 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. 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.
- (d) Non-Renewal and Personnel Reduction. Any ASF Member with an externally funded appointment with four 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) calendar 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 four years of service shall receive written notice of personnel reduction one hundred eighty [calendar](#) days (180) in advance of termination. For purposes of this paragraph, a personnel reduction 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.

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 [during a period starting from July 1](#) through June 30 annually that is at least one-half time (.5 FTE) for nine (9) to twelve (12) months.
- (c) Computation. 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, 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.

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.

- (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. A probationary ASF Member who is in the final appointment year and has passed the January 31 notice date without receiving a notice of non-renewal remains on a probationary appointment through June 30 of that year.
- (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.

- (g) Special Probation. Permanent 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 be subject to a probationary period of 395 calendar days beginning on the first day of the appointment in the new position. If an ASF Member does not successfully complete this special probationary period, he/she shall be provided thirty (30) calendar days advance notice as described below, and then be returned to his/her immediately preceding status, without access to the grievance procedure. The advance notice may be provided up to the end of the 365th calendar day of this special probationary period.

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. 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

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.

Research not related to an academic discipline.

Administration of grants related to an academic discipline.

Grants related to administrative or service functions.

University research department administration and management.

Coaching

IFO

MSUAASF

All coaching responsibilities

Workload

IFO

MSUAASF

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

Normally defined in. Months or duty days.

Normally work an academic year.

Normally work a fiscal year.

Service

IFO

MSUAASF

Services that are discipline related teaching functions.

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

Administration

IFO

MSUAASF

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

Budget control.

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

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

May include budget coordination

Plan, direct, and management of

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

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.
