



**Agreement Between**

**Minnesota State Colleges and Universities  
Board of Trustees**

**and**

**MSUAASF**

**Minnesota State University Association  
of  
Administrative and Service Faculty**

**Affiliated with**

**Minnesota Teamsters Local 320**

**1997 - 1999**

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## **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 classified and 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. 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 F 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. Definitions**

Subd. 1. 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.

Subd. 2. "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.



Subd. 3. Employer. "Employer" shall mean the Board of Trustees of the Minnesota State Colleges and Universities (MnSCU), its Chancellor, University Presidents, and designees.

Subd. 4. 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.

Subd. 5. Association. "Association" shall mean all the members of the Minnesota State University Association of Administrative and Service Faculty.

Subd. 6. Campus Association. "Campus Association" means an affiliated campus chapter of the Minnesota State University Association of Administrative and Service Faculty.

Subd. 7. President. "President" shall refer to the President of a Minnesota State University.

Subd. 8. Chancellor. "Chancellor" shall refer to the Chancellor of the Minnesota State Colleges and Universities (MnSCU).

Subd. 9. 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.

Subd. 10. Agreement. "Agreement" shall mean this collective bargaining Agreement.

Subd. 11. Meet and Confer. "Meet and Confer" means the exchange of views and concerns between the Employer and the Association.

## **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, 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.** Annually, any material which an ASF Member requests be removed from his/her file shall, with the approval of the President, be removed. 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; social security 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.** 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 \$2500 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).

Effective July 1, 1996, 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.

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, 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.

(c) If the position is being used to fill a leave of absence which has been extended pursuant to Article 19, Section A, Subd. 2, a fixed-term appointment may extend beyond twenty-four months, but shall be limited by the length of the leave granted.

(d) If there is a need to terminate the appointment prior to the appointment end date, the ASF member will be given 45 calendar days notice of such termination.

Subd. 2. Externally Funded. 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.

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 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.

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. 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. 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. Within any particular department, program, or service area, which includes positions so funded, the least senior ASF Member or ASF Members other than the Director shall occupy the externally funded positions. The probationary period for ASF Member(s) moved from externally funded positions as a result of this subdivision shall be governed by Subd. 3c.

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 four months 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. 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 five (5) years of continuous service. For purposes of this Article, an appointment of at least one-half time (.5) for nine (9) to twelve (12) months shall be considered to be a year of service. “Appointment Year” under Subdivision 3 is deemed to be the period of employment between July 1 and June 30 annually. For purposes of this Article, "continuous service" shall commence on the first duty day an ASF Member begins employment service with a state university and shall be interrupted only by separation because of resignation or dismissal.

(c) Computation. The probationary period shall include all probationary service in a position within the bargaining unit within the ASF Member's particular university. However, in the event that an ASF Member is on a fixed-term or externally funded appointment, and is reassigned to a probationary position within the bargaining unit, the ASF Member involved shall receive one (1) year of credit toward permanent status for each year of service up to a maximum of four (4), but in such case shall serve a minimum of one (1) 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 four (4) years.

ASF Members who have been assigned to a different position within the bargaining unit after they have attained permanent status shall serve a probationary period of one (1) 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 year of probation. If the ASF Member's first appointment year 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 and fourth year of appointment, written notice shall be given by December 31 to be effective on June 30. A probationary ASF Member who is not to receive an appointment with permanent status after completing the probationary period, shall receive written notice by June 30 to be effective the following 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.

(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 ASF Member and supervisor.

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.

**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. Duty Days.** 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.

**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:

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

(3) 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 reoccurring 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.

(4) 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.

(5) 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.

(6) 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.

**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.

## **ARTICLE 12 SALARIES**

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

Subd. 1. Process. For purposes of assignment of positions to salary ranges, the Employer agrees to continue to use the following instruments: MSUAASF/Excluded Staff Position Description form; Position Analysis Questionnaire; Administrative Procedures for MSUAASF /Excluded Staff Position Evaluations; and the System MSUAASF benchmarks. The Employer will provide three (3) copies of each of these to the Campus Association President, and a copy will be available in each human resources office.

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

Subd. 3. Benchmark Range Assignments. Positions are assigned to comparable benchmarks and are assigned to salary ranges A through E as specified in Section B. Such assignments shall continue for the duration of this Agreement unless reassigned pursuant to Subd. 4 of this Section.

Subd. 4. Position Reassignments. The documents referred to in Subd. 1 above are for informational purposes only. They are not part of the collective bargaining agreement, and are not negotiable or grievable. 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 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 Employer further agrees that an opportunity shall be provided to each ASF Member and to the Campus Association President to discuss the evaluation of the position with the Human Resources Director. The Campus Association President and the ASF Member shall be notified of the results of the campus recommendation. The effective date of the reassignment to a different salary range shall be the date the appropriate Vice President 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.** ASF Members who were employed in fiscal year 1997 and return in fiscal year 1998 shall have their salary adjusted, effective July 1, 1997, in the following manner:

**1997-98 SALARY RANGES**

	<b>Range A</b>	<b>Range B</b>	<b>Range C</b>	<b>Range D</b>	<b>Range E</b>
Step 1	25,547	30,536	35,785	41,751	
Step 2	26,306	31,463	36,847	42,990	

Step 3		27,094	32,386	37,953	44,281
Step 4		27,983	33,372	39,454	45,692
Step 5	23,824	28,871	34,382	40,952	47,104
Step 6	24,530	29,761	35,386	42,448	48,518
Step 7	25,267	30,652	36,417	43,948	49,943
Step 8	26,101	31,539	37,479	45,423	51,411
Step 9	26,938	32,456	38,574	46,950	52,926
Step 10	27,774	33,399	39,699	48,527	54,484
Step 11	28,613	34,371	40,862	50,161	56,088
Step 12	29,445	35,373	42,056	51,850	57,740
Step 13	30,297	36,403	43,290	53,597	59,442
Step 14	31,176	37,467	44,559	55,402	61,196
Step 15	32,081	38,561	45,864	57,273	63,002
Step 16	33,014	39,689	47,211	58,960	64,863
Step 17	33,976	40,850	48,597	60,700	66,781

**Section C. 1998-99 Salaries.** ASF Members who were employed in fiscal year 1998 and return in fiscal year 1999 shall advance one step on the salary range and have their salary adjusted in the following manner. The adjustment will be effective July 1, 1998.

**1998-99 SALARY RANGES**

	<b>Range A</b>	<b>Range B</b>	<b>Range C</b>	<b>Range D</b>	<b>Range E</b>
Step 1	26,314	31,453	36,859	43,004	

Step 2		27,014	32,290	37,840	44,148
Step 3		27,817	33,270	38,963	45,459
Step 4		28,650	34,246	40,133	46,823
Step 5	24,539	29,590	35,288	41,720	48,315
Step 6	25,192	30,529	36,357	43,303	49,809
Step 7	25,939	31,470	37,417	44,886	51,304
Step 8	26,718	32,412	38,508	46,472	52,810
Step 9	27,600	33,350	39,631	48,031	54,363
Step 10	28,484	34,320	40,788	49,646	55,965
Step 11	29,369	35,317	41,979	51,314	57,612
Step 12	30,256	36,345	43,208	53,041	59,308
Step 13	31,135	37,404	44,471	54,827	61,055
Step 14	32,037	38,494	45,776	56,675	62,856
Step 15	32,966	39,619	47,117	58,583	64,710
Step 16	33,924	40,775	48,497	60,562	66,620
Step 17	34,909	41,968	49,922	62,346	68,588
Step 18	35,926	43,195	51,386	64,184	70,614

**Section D. Exclusions.** Medical Directors and Health Service Physicians shall have their initial salary set without reference to the ranges stated above. In FY 98 ASF members under this Section shall receive a 3% increase to their FY 97 base salary. In FY 99 ASF members under this Section shall receive a 5.74% salary increase to their FY 98 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, 1999.

ASF Members shall be compensated pursuant to the effective salary as of June 30, 1999, 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.**

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 salary which is nearest but not less than his/her current salary. In no event shall the ASF Member receive an increase in salary as a result of the downgrade.

**Section H. Exceptional Achievement Incentive Program.** 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 in their current positions as well as scholarly activity, continuing preparation, student growth, and service to the university and/or community. The Exceptional Achievement Incentive Program shall be based on the principles of demonstrated consistent high performance and achievement.

Subd. 1. To be eligible for this program an ASF Member must have been employed at his/her university for ten (10) years and in essentially the same position for seven (7) years. Each year of the agreement no more than ten percent (10%) of the eligible ASF Members may have plans approved under this program.

Subd. 2. An eligible ASF Member is expected to demonstrate exceptional achievement under criteria "a" Demonstrated Ability to Effectively Perform Responsibilities, as well as in a minimum of two additional areas. A mutually agreed upon plan between the ASF Member and his/her supervisor is the first step in this process. 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 the ASF Member will receive a lump-sum payment equal to a five percent (5%) increase. This lump-sum payment shall not be added to base salary and can continue to be paid annually on a lump sum basis as long as the approved project continues to be performed. ASF Members at the top of the salary schedule will be eligible for a lump-sum payment.

Subd 5. Task Force. The Employer and State Association agree to form a task force to review the program outlined in Section I to recommend how to make the program work best. It shall be composed of three administrators and three ASF Members.

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

Subd. 1. For additionally assigned responsibilities in the bargaining unit 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.

Subd. 2. Acting Appointment. An ASF Member who is assigned on an acting 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.

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

Subd. 3. When any additional assignments involve classroom teaching, compensation shall, at a minimum, be at the rate of \$520 per credit hour or the negotiated adjunct faculty pay rate, whichever is greater.

**Section J. Consolidated Positions.** During FY 98 and FY 99, if as a result of a university's permanent elimination of an ASF unit position, a current 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 Sections B and C of this Article, but shall not annually exceed 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, or if the affected ASF member's position is reevaluated for reassignment,

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. Assignment to Akita Campus.** ASF Members assigned to the Akita campus of MnSCU will have compensation and benefits as determined by a separate letter of agreement in Appendix D.

**Section M. Health/Dental Premium Expense Accounts.** Insurance eligible ASF Members pay any applicable portion of health and dental premiums on a pre-tax basis as permitted by law or regulation. ASF Members may establish a Medical Expense Account to cover co-payments, deductibles and other medical and dental expenses or expenses for services not covered by health or dental insurance as permitted by law or regulation, up to a maximum of five thousand (\$5,000) dollars per insurance year.

**Section N. Dependent Care Expense Account.** The Employer agrees to provide insurance eligible ASF Members with the option to participate in a dependent care reimbursement program for work related dependent care expenses on a pre-tax basis as permitted by law or regulation, up to a maximum of five thousand (\$5,000) per insurance year.

**Section O. Supplemental Retirement.** Pursuant to Minn. Statutes 136.80, 136.81, and 356.24, in FY 1998 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 \$6,000 up to a maximum deduction of \$1,450 and during FY 99 a maximum deduction of \$1,575 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 P. 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 in the final year of employment. The ASF Member must submit a written letter of retirement by October 15 of the fiscal year at the end of which retirement will occur.

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

## **ARTICLE 13 INSURANCE**

**Section A. State ASF Member Group Insurance Program.** 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 describing these coverages. Such Summary Plan Description shall be provided no less than biennially and prior to the beginning of the insurance year. New insurance eligible employees shall receive a Summary Plan Description 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 temporary 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 ten (10) or more years of allowable pension service, and is entitled at the time of retirement to immediately receive an annuity under a State retirement program, may continue to participate in the health and dental coverages offered through the Group Insurance Program.

Consistent with M.S. 43A.27, Subdivision 3, a retired ASF Member of the State who receives an annuity under a State retirement program may continue to participate in the health and dental coverages offered through the Group Insurance Program. 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 Employee 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 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 for coverage as long as she/he continues to be handicapped and dependent, unless coverage terminates under the contract.

"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; or
  - (f) divorce.

**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 75% of nine (9) month or more appointment as defined in Article 11, Workload. A probationary ASF Member hired during a fiscal year for at least seventy five (75) percent time or greater. An ASF Member hired on a temporary 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. 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 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 disability 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.

3. 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(2)(a), or while eligible for workers' compensation payments as described in Section C(2)(b).

- (b) Unpaid Leave of Absence. If an ASF Member is on an unpaid leave of absence, then vacation leave, 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 their eligibility.

**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 December 24, 1995. The Employer Contribution amounts and rules in effect on June 30, 1997 will continue through December 23, 1997.

1. Contribution Formula - Health Coverage.

- (a) ASF Member Coverage. For ASF Member health coverage, the Employer contributes an amount equal to the lesser of one hundred (100) percent of the ASF Member premium of the Low-Cost Health Plan, or the actual ASF Member-only premium of the health plan chosen by the ASF Member.
- (b) Dependent Coverage. For dependent health coverage, the Employer contributes an amount equal to the lesser of one hundred (100) percent of the dependent premium of the Low-Cost Health Plan, or the actual dependent premium of the health plan chosen by the ASF Member.
- (c) Low-Cost Health Plan. For the purposes of Section D(1), "Low-Cost Health Plan" means the health plan with: (1) the lowest family premium rate; and (2) operating in the county of the ASF Member's permanent work location. "Family premium" is the total of the ASF Member premium and the dependent premium.



The Low-Cost Health Plan for each county for the 1998 insurance year is listed in Appendix A. During the 1998 insurance year, the list may be changed only if the Low-Cost Health Plan no longer operates in a county.

Low-Cost Health Plan Determination 1999. The list for the 1999 insurance year shall be established in accordance with the following procedures:

1. At least twelve (12) weeks prior to the open enrollment period for the 1999 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 low-cost carrier for each county.
  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 counties in dispute to a mutually-agreed-upon neutral expert in health care delivery systems for final and binding resolution. The only counties that may be submitted for resolution by this process are those in which, since the list for the 1998 insurance was negotiated, one or more of the following has occurred:
    - (a) changes in the network of one or more of the plans offered;
    - (b) changes in premium amounts affecting which plan is low-cost;
    - (c) the addition or deletion of carriers affecting which plan is low-cost.
  3. The decision of the neutral shall be issued within two working days after the hearing.
- (a) ASF Member Work Location. The Employer Contribution for each ASF Member is based on the ASF Member's permanent work location on the effective date of each new insurance year. If the health plan an ASF Member is enrolled in is not available at the new permanent work location, then the Employer Contribution changes to the amount in effect at the new permanent work location.

2. Contribution Formula - Dental Coverage.
  - (a) ASF Member Coverage. For ASF Member dental coverage, the Employer contributes an amount equal to the lesser of one hundred (100) 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. All ASF Members must make their choice of ASF Member health and dental plans and choice of dependent coverage (if applicable) within sixty (60) calendar days of the date of initial appointment to an insurance eligible position. When health and dental coverage are elected, the ASF Member will automatically be enrolled in basic life coverage. ASF Members eligible for a partial employer contribution may elect health and dental coverage within sixty (60) calendar days of initial employment or during an open enrollment period. ASF Members who become eligible for a full employer contribution must make their choice of ASF Member health and dental plans and dependent coverage within sixty (60) calendar days of becoming eligible or be enrolled in the low cost plan in the county of the ASF Member's work location..

An ASF Member may change his/her health or dental plan if the ASF Member changes to a new permanent work location, and the ASF Member's current plan is not available at the new work location. 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 ASF Member may add dependent health or dental coverage following the birth of a child or dependent grandchild, or following the adoption of a child.

In addition, an employee may add dependent health or dental coverage within thirty (30) days of the following events:

- (a) If an ASF Member becomes married, the ASF Member may add his/her spouse and any dependent children/grandchildren.
- (b) If the ASF Member's spouse loses group health or dental coverage, the ASF Member may add his/her spouse and any dependent children/grandchildren.
- (c) When an ASF Member acquires their first dependent child, grandchild, or step child, the ASF Member may add dependent coverage to cover both the child and the ASF Member's spouse.

2. When Coverage May Be Canceled.

- (a) Dependent Coverage. An ASF Member may cancel dependent health or dependent dental coverage outside of open enrollment only in the case of certain life events that are consistent with the request to cancel coverage. The request to cancel must be made within sixty (60) days of the event. Life events include, but are not limited to:

- Ⓒ Loss of dependent status of a sole dependent;
- Ⓒ Death of a sole dependent;
- Ⓒ Divorce;
- Ⓒ Change in employment condition of an ASF Member or spouse; and

- Ⓒ A significant change in spousal insurance coverage (cost of coverage is not a significant change).

Dependent health or dependent dental coverage may also be canceled during the open enrollment period that applies to each type of plan for any reason.

- (b) Employee Coverage. A part-time employee may also cancel employee coverage within sixty (60) days of when these same life events occurred.

Cancellation will take effect on the first day of the pay period coinciding with or next following the date of the application to cancel coverage, or the loss of eligible dependent status.

3. Initial Effective Date. The initial effective date of coverage under the Group Insurance Program is the first day of the first payroll period beginning on or after the 28th calendar day following the ASF Member's first day of employment, re-employment, re-hire, or reinstatement with the State. 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.
  
4. Delay in Coverage Effective Date.
  - (a) Health, Dental, and Basic Life. Except for dependent coverage for newborn children, handicapped dependents as defined in Minnesota Statutes 62A.14 and 62A.141, and children placed for the purposes of adoption, the effective date of initial coverage or a change in coverage is delayed in the event that, on the date coverage would otherwise be effective, an ASF Member or his/her dependent is hospitalized. Initial coverage for a newborn child is not affected by the child's hospitalization. In all other cases, coverage does not begin or change until the beginning of the first payroll period following the ASF Member's or dependent's hospital discharge. However, initial ASF Member-only coverage may begin if the ASF Member's dependent is hospitalized.

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.
  - (b) 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 pay period coinciding with or next following the ASF Member's return to work.
  
5. 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 thirty (30) calendar days. Open enrollment changes become effective on December 24, 1997. in the first year of this Agreement, and on January 6, 1999 in the second year of this Agreement.
  - (b) Eligibility to Participate. An ASF Member eligible to participate in the State ASF Member Group Insurance Program, as described in Section B(1) and B(2), may participate in open enrollment. In as allowed in section 5(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 ASF Members; and (2) an early retiree, prior to becoming eligible for Medicare, may change health and/or dental plans as agreed to for active ASF Members, but may not add dependent coverage.
  - (c) Materials for ASF Member Choice. Each year prior to open enrollment, the Appointing Authority will give eligible ASF Members the information necessary to make open enrollment selections. ASF Members will be provided a statement of their current coverage each year of the contract.
6. Coverage Selection Prior to Retirement. An ASF Member who retires and is entitled to receive an annuity under a State retirement programs 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. ASF Member and Dependent Health Coverage.
  - (a) Coverage Options. Eligible ASF Members may select coverage under any one of the health plans offered by the Employer, including health maintenance organization plans, the State Health Plan, or other health 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 increase in co-payments, require approval of the Joint Labor/Management Committee on Health Plans. Coverage offered through the State Health Plan is determined by Section F(1)(b).

- (b) Coverage Under the State Health Plan. From July 1, 1997 through December 23, 1997 coverage under the State Health Plan Point of Service and State Health Plan Select (hereinafter referred to as SHPPOS and SHPS, respectively) will continue at the level in effect on June 30, 1997. Effective December 24, 1997 SHPPOS And SHPS will cover allowable charges for the following eligible services subject to the co-payments and coverage limits stated. Services provided through both plans are subject to their managed care procedures and principles, including standards of medical necessity and appropriate practice.

1. Services received from, or authorized by, a primary care physician within the primary care clinic. State Health Plan Point of Service (SHPPOS) and State Health Plan Select (SHPS).

The following health care services under SHPPOS and SHPS shall be received from, or authorized by a primary care physician within the primary care clinic. The primary care clinic shall be selected from approved clinics in accordance with SHPPOS and SHPS administrative procedures. Higher out-of-pocket costs as described in Section F(1)(b)(2), apply to the following service if not received from, or authorized by, a primary care physician in the primary care clinic.

- (a) Inpatient hospital service. One hundred (100) percent coverage.
- (b) Outpatient surgery center services. One hundred (100) percent coverage.
- (c) Home health services. One hundred (100) percent coverage up to a maximum of five thousand dollars (\$5,000) eligible expenses per person per year.
- (d) X-rays and laboratory test. One hundred (100) percent coverage.
- (e) Preventive care. One hundred (100) percent coverage.

(f) Physicians services. One hundred (100) percent coverage.

(g) Durable medical equipment. 80% coverage.

2. Services not authorized by a primary care physician within the primary care clinic. Coverage under this section F (1)(b)(2) is only available to individuals who elect SHPPOS coverage, and then only under the terms and conditions outlined in the Certificate of Coverage.

For services under F(1)(b)(1) which are not authorized by a primary care physician within the primary care clinic in the 1998 and 1999 insurance year.

C there is a three hundred fifty-dollar (\$350) deductible per person with a maximum deductible per family per year of seven hundred dollars (\$700) .

After deductible is satisfied, seventy (70) percent coverage up to a maximum annual co-payment of:

C three thousand dollars (\$3,000) per person and six thousand dollars (\$6,000) per family

These deductibles and co-payments are separate from the deductibles and co-payments for authorized services under F(1)(b)(1).

3. Special Service networks (applies to SHPPOS and SHPS).

The following services must be received from Special Service network providers in order to be covered.

(a) Mental health services - inpatient and outpatient. One hundred (100) percent coverage (up to 365 days for inpatient services.) No coverage for services obtained from out-of-network providers under SHPS. Out-of-network services are available under SHPPOS according to the terms of the Certificate of Coverage.

Services need not be authorized by a primary care physician within the primary care clinic.

- (b) Chemical dependency - inpatient and outpatient. One hundred (100) percent coverage (up to 365 days for inpatient services.) No coverage for services obtained from out-of-network providers under SHPS. Out-of-network services are available under SHPPOS according to the terms of the Certificate of Coverage. Services need not be authorized by a primary care physician within the primary care clinic.
- (c) Chiropractic services. 100% coverage. No coverage for services obtained from out-of-network providers. Services need not be authorized by a primary care physician within the primary care clinic. Coverage shall be provided for a minimum of twenty (20) services or twenty-one (21) calendar days, whichever is greater, per incident.
- (d) Transplant coverage. The SHPPOS and SHPS shall provide transplant coverage, as specified in their respective Certificates of Coverage. No coverage for services obtained from out-of-network providers.

Referrals for eligible transplant services must be authorized by a primary care physician within the primary care clinic.

- (e) Cardiac Services. No coverage for non-emergency cardiac services obtained from out-of-network providers. Referrals for services must be authorized by a primary care physician within the primary care clinic.
- (f) Home Infusion Therapy. The SHPPOS and SHPS shall provide Home Infusion Therapy coverage as specified their respective Certificates of Coverage. No coverage for services obtained from out-of-network providers. Referrals for eligible home infusion therapy services must be authorized by a primary care physician within the primary care clinic.

- (g) Hospice Benefit. One hundred (100) percent coverage for services obtained from in-network providers. Seventy (70)percent coverage for services obtained from out-of-network providers under SHPPOS.

4. Services not requiring authorization by a primary care physician within the primary care clinic.

The following services do not require authorization by a primary care physician within the primary care clinic in order to be covered.

(a) Prescription Drugs

- C Insulin will be treated as a prescription drug subject to a separate co-pay for each type prescribed.

- C If the subscriber chooses a brand name drug when a bio-equivalent generic drug is available, the subscriber is required to pay the standard co-payment plus the difference between the cost of the brand name drug and the generic.

1. SHPS. Prescription Drugs. For the 1998 and 1999 insurance years:

- C eight dollars (\$8) co-payment per prescription or refill for a formulary drug dispensed in a thirty four (34) day supply.
- C all diabetic supplies, including test tapes and syringes are covered under the durable medical equipment benefit at 80%, and are not subject tot he thirty-four (34) day or one hundred (100) unit dispensing limitation.

2. SHPPOS. For the 1998 and 1999 insurance years:

- C eight dollar (\$8) co-payment per prescription or refill for a formulary drug dispensed in a thirty-four (34) day supply, or a one-hundred (100) day supply for approved maintenance drugs:
- C fourteen dollar (\$14) for non-formulary drug; one hundred (100) percent coverage after co-payment.

- C A prescription for a non-formulary drug will be treated as a formulary if the physician has written Dispense as Written (DAW) on the prescription.

Diabetic Supplies.

1. Beginning with the 1992 plan year, any diabetics not included in the “Grandfathered Diabetic Group” described in paragraph “2.” below will have diabetic supplies covered as follows:

- C All diabetic supplies, other than test tapes and syringes, are covered under the durable medical equipment benefit at eighty percent (80%) and are not subject to the thirty-four (34) day or one-hundred (100) unit dispensing limitation.

- C Test tapes and syringes: an eight (\$8) co-payment for a thirty-four (34) day supply of each.

2. For insulin dependent diabetics who have been continuously enrolled in the State Health Plan 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:

- C 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.

- C All other diabetic supplies, including test tapes and syringes not dispensed with the purchase of insulin, are covered under the durable medical equipment benefit at eighty (80%), and are not subject to the thirty-four (34) day or one-hundred (100) unit dispensing limitation.

- (b) Eye Exams. SHPPOS and SHPS. On hundred (100) percent coverage. (Limited to one routine examination per year.)

- (c) Outpatient emergency and urgicenter services. SHPPOS and SHPS. Thirty dollar (\$30) copayment per visit for outpatient emergency visits and fifteen dollar (\$15) copayment per visit for urgicenter visits that do not result in hospital admission within twenty-four (24) hours; one hundred (100) percent coverage thereafter.
  - (d) Ambulance. SHPPOS and SHPS. 80% coverage for eligible expenses. (Air ambulance paid to ground ambulance coverage limit only, unless ordered "first response" or if air ambulance is the only medically acceptable means of transport as certified by the attending physician.)
5. Lifetime maximum. SHPPOS and SHPS. Coverage under the State Health Plan is subject to a per-person lifetime maximum. The lifetime maximum is two million dollars (\$2,000,000) for services under (F(1)(b)(1), F(1)(b)(3) and F(1)(b)(4) combined. The lifetime maximum for services under F(1)(b)(2) is limited to five hundred thousand dollars (\$500,000). The five hundred thousand dollar (\$500,000) maximum which applies under F(1)(b)(2) is part of, and not in addition to, the two million dollar (\$2,000,000) lifetime plan maximum.
- (c) 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.
  - (d) 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. 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.

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 ASF Members 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 ASF Member Relations) will be considered to be non-assigned job-related training pursuant to Administrative Procedure 21B. 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.
- (e) Healthcare Delivery Strategy. The Joint Labor-Management Committee on Health Plans shall review the performance of the managed competition strategy in promoting the goals of health care cost containment, access to care, and quality of care. The Committee shall consider other strategies for financing and delivering health care to state employees and their dependents, including the care system competition strategy implemented by the Buyer's Health Care Action Group. The Committee shall complete its work by December, 1998, so that any changes to the insurance offerings may be bargained by Plan year 2000-2001.

- (f) Employer Medical Contribution Formula Study. The Joint Labor-Management Committee on Health Plans shall meet and confer regarding the administrative and economic feasibility of using the primary care clinic chosen by the employee as the basis for the Employer Contribution. If the Joint Labor-Management Committee is able to agree on a methodology, this may be implemented for Plan Year 1999.

2. 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. 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 December 24 1997, the State Dental Plan will cover allowable charges for the following services subject to the copayments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from dental care providers not in the State Dental Plan network. Services provided through the State Dental Plan are subject to the State Dental Plan's managed care procedures and principles, including standards of dental necessity and appropriate practice. The plan shall cover general cleaning two (2) times per 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%
Fillings	80%	50%
Endodontics	80%	50%
Periodontics	80%	50%

Oral Surgery	80%	50%
Crowns	80%	50%
Prosthetics	50%	None
Prosthetic Repairs	50%	None
Orthodontics*	80%	50%

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

2. Deductible. An annual deductible of one-hundred dollars (\$100) per person applies to State Dental Plan basic and special services received from out of network providers.
3. Annual maximums. State Dental Plan coverage is subject to a one-thousand dollar (\$1,000) annual maximum in eligible expenses per person. "Annual" means per insurance year.

3. 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.

<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-\$70,0000	\$70,000	\$70,000

- (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. Current recipients of extended life insurance shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1983.
- (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.** 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.

1. For the first 24 months of short-term and/or long-term disability coverage after such a period of leave or layoff, any such disability coverage shall exclude coverage for certain 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.
2. For the first 24 months of optional life coverage after such a period of leave or layoff, any such optional life coverage shall exclude coverage for certain pre-existing conditions. For

optional life purposes, any death which is caused by, or results from any injury or sickness which occurred, was diagnosed, or for which medical care was received during the period of leave or layoff shall be excluded from coverage for such 24-month period.

The limitations set forth above in (1) and (2) do not apply to Family Medical Leave Act (FMLA) leaves.

1. Life Coverage.

- (a) ASF Member. An ASF Member may purchase up to three hundred thousand dollars (\$300,000) 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 or \$200,000, whichever is less, in optional ASF Member life coverage within sixty (60) calendar days of hire without evidence of insurability.
- (b) Spouse. An ASF Member may purchase life insurance coverage for his/her spouse, subject to satisfactory evidence of insurability. A new ASF Member may purchase either \$5,000 or \$10,000 in optional spouse life coverage within sixty (60) calendar days of hire without evidence of insurability.
- (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). Child/grandchild coverage requires evidence of insurability if application is made after the first sixty (60) calendar days of employment. Child/grandchild coverage commences fourteen (14) calendar days after birth.
- (d) 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.
- (e) 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 (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to ten (10) 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 that 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 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 ten (10) 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.

2. Disability Coverage.

- (a) Short-term Disability Coverage. An ASF Member may purchase short-term disability coverage that provides benefits of from three hundred dollars (\$300) to three thousand dollars (\$3,000) 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. Coverage applied for within sixty (60) calendar days of hire or becoming insurance eligible does not require evidence of insurability.
- (b) Long-term Disability Coverage. New employees may enroll in long-term disability insurance within sixty (60) days of employment or insurance eligibility. 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 two hundred dollars (\$200) to four thousand dollars (\$4,000) 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 Retirement Disability, etc.), may result in a reduction of the monthly benefit levels purchased. In the event that the ASF Member becomes totally disabled before age seventy (70), the premiums on this benefit shall be waived.

3. 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.

## **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. 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 FY98, the state universities will be allocated Professional Development Funds at the rate of \$190,000 and in FY 99 \$245,000 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 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 \$105,000 in FY 98 and \$70,000 in FY 99 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 three (3) 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 90% of base salary. For part-time ASF members, the amount of sabbatical pay shall be adjusted prorata. Beginning academic year 1998-99, 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 among several ASF members and among two-thirds (2/3) 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.

**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 thirty-six (36) quarter or twenty-four (24) 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.

**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 and externally funded employees who have fifteen (15) years of service or more in MnSCU shall receive severance pay upon death, mandatory retirement, permanent layoff, 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 or mandatory retirement.

Subd. 3. ASF Members who retire from the Minnesota State Universities after ten (10) years of service, and who are eligible for and receive an annuity under a State retirement program shall also receive severance pay.

## **Section B. Computation.**

Subd. 1. Severance pay shall be computed upon forty-five percent (45%) of the ASF Member's regular accumulated but unused sick leave balance based on the ASF Member's then current rate of pay.

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. Reappointment.** In the event an ASF Member who has received severance pay be 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 D. 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) ASF Members who meet these eligibility requirements by June 30, 1997 and who declare their intent by June 30, 1996, shall be granted the separation incentive. The notice of intent will include the planned date of separation.

(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.

Subd. 2. Compensation. An ASF Member qualifying for separation through resignation or early retirement shall receive compensation equal to his/her base salary minus ten percent (10%) of his/her base salary for each year beyond age fifty-five (55). The ASF Member shall receive compensation in payments over three fiscal years. The first payment will be made upon separation with the other two (2) on reasonable terms as conveyed by the ASF Member and accepted by the Employer. No employee shall receive more than 100% of total compensation in a single fiscal year.

Subd. 3. Maintenance of Benefits. The separated ASF Member under the provisions of this

subdivision shall have the right to continue, at the Employer's expense, health insurance benefits for one (1) year after separation.

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.** Unused vacation leave must be reduced once during the fiscal year to two hundred sixty (260) hours 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. If this is not accomplished prior to the last full payroll period of the fiscal year, the ASF Member's accumulation shall automatically be reduced to 260 hours as of June 30, and the amount of accumulation over 260 hours will transfer to the ASF Member's bank of lapsed sick leave (See Article 18, Section C, Subd. 2). ASF Members may not take vacation leave until they have been employed a sufficient length of time to have earned the number of vacation hours taken.

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.

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, not to exceed 260 hours prescribed in Minnesota Laws.

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. One-hundred twenty (120) hours of sick leave shall be credited to all new full-time ASF Members at the time of their employment to cover possible disability during the first thirty (30) pay periods of employment. Beginning with the thirty first (31st) 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.

Subd. 2. 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. ASF Members appointed to a fixed-term appointment as provided for in Article 10, Section A. Subd. 1, shall be credited upon initial employment with one (1) day of sick leave for each month of anticipated service.

Subd. 4. Individuals commencing employment on less than a full-time basis shall be given sick leave credit as described in this Section and the start of employment on a prorated basis. 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.

Subd. 5. 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 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. The President may extend the provisions to include other residents of the household.

Subd. 6. 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. 7. Reinstatement. Any ASF Member reemployed within two (2) years at the same or any other university within the System will have unused accumulated sick leave reinstated and posted to the ASF Member's credit in the records of the employing university, provided such sick leave was accrued in accordance with the provisions of this Agreement, and provided such sick leave has not been used in the calculation of severance pay. In the event such sick leave was used in the calculation of severance pay, the ASF Member shall have sixty (60) percent of the unused accumulated sick leave reinstated and posted to the ASF Member's credit.

Subd. 8. 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 176.01 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. 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.

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.

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.** Upon application approval of the President or his/her designee, an ASF Member may be granted up to four (4) days (non-cumulative) leave per fiscal year for personal situations necessitating the absence of the ASF Member from the university.

**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.

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**ARTICLE 19  
LEAVES WITHOUT PAY**

**Section A. Leaves.**

Subd. 1. General Leaves. An ASF Member may request a leave of absence for valid reasons, for an initial period not to exceed 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 3 but not more than 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 136.88.

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 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. A statement of policy and procedure is found in Appendix G. Further information is available in 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.

## **ARTICLE 20 NOTICE OF VACANCIES AND TRANSFER**

**Section A. Notice of Vacancy.** Any vacancy within the bargaining unit shall, simultaneously with any external publication of the vacancy, be faxed or mailed electronically by the campus originating the vacancy to the Campus Association President and the Association President, in their capacities as Association officials, and to the non-originating campuses' human resources offices for prompt posting on designated bulletin boards. In addition, the MnSCU employment opportunities bulletin shall be posted on all bargaining unit bulletin boards on each campus.

**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 or ASF members on layoff status with recall rights 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 or is on layoff status with recall rights under Article 22 shall receive timely notice of all system vacancies. Any such ASF member who meets the qualifications of any announced vacancy and who supplies all required materials within the stated vacancy timeline shall be given consideration for the position prior to filling the position with external candidates.

**Section D. Transfer.** The Employer may appoint members of the bargaining unit to positions excluded from the bargaining unit. However, no ASF Member shall be required to accept such appointment. 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 position outside of this bargaining unit. An ASF member transferred 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.

**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 Members for acts committed while acting within the scope of employment, he/she shall be furnished legal counsel in accordance with Minnesota Statutes.

**Section B. Unemployment Compensation.** All ASF Members shall be eligible for unemployment compensation 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 Members 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 ASF Members and supervisor.

## **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. 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 a demotion, it shall be treated as an involuntary 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 at any MnSCU institution for a period of six 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. A list of all ASF Members laid off within the prior three (3) year period shall be maintained and circulated to each state university human resources office.

Subd. 6. Each university shall provide timely notice of all vacancies in this bargaining unit at the state universities within MnSCU to each laid off ASF Member.

Subd. 7. By August 1 of each year, the Employer shall provide the Association President with a list of laid-off ASF Members eligible for recall and shall provide prompt notice of changes.

**Section C. Accrued Benefits.** An ASF Member who is recalled in accordance with this Article shall retain all unused sick leave accumulations as well as his/her previously earned credits for sabbatical leave but 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 Area.** 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.** ASF Members may be dismissed, suspended without pay, reduced in salary for disciplinary reasons, demoted for disciplinary reasons, or reprimanded in writing only for just cause. "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 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 Member 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.

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 twenty-one (21) 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 not 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.

## **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 1999.

**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 June, \_\_\_\_\_1998.

**FOR THE ASSOCIATION:**

**FOR THE EMPLOYER:**

\_\_\_\_\_  
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Appendix A78 - appendix A81 was a copy of the lost cost provider for health insurances. Skip down to B82







**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

## APPENDIX C

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### **Letter of Understanding Between MSUAASF and MnSCU regarding Salary Equity**

This Letter of Understanding is entered into by and between the Minnesota State Colleges and Universities (MnSCU) and MSUAASF on this \_\_\_\_th day of \_\_\_\_, 1998, regarding the language on salary equity in the Collective Bargaining Agreement (CBA).

In exchange for the elimination of any/all language in the CBA and any previous salary equity agreements referencing salary equity, the parties agree to the following:

1. All employees whose positions were downgraded as a result of the 1992 Equity Study will continue to progress in his/her current range assignment until the position becomes vacant as a result of resignation or retirement, unless changes in the position require a re-evaluation pursuant to Section G of Article 12 or until he or she reaches a ceiling of step 14 in his/her range assignment. Any such member currently at step 14, or who was above step 14 in 1992, shall remain at step 14 or the 1992 14-or above step, receiving salary increases only when salary ranges are adjusted. Alternatively, affected employees may opt to downgrade to the assigned salary range.
2. All ASF Members identified as below target salary placement as a result of the Salary Equity study will be brought to target salary effective with the first full payroll period beginning in January 1999. All other ASF members determined to be below target salary using the target/experience rating grids in effect at the date of hire will be brought to target salary effective with the first full payroll period beginning in January 1999.
3. The Employer agrees that the target/experience rating grid forms as currently used will be used for appointment of new ASF members and for promotion/reassignment of ASF members to their new salary range and step assignment for the duration of the 1997-99 CBA.

This Letter of Understanding represents the complete and total understanding of the parties in this matter.

**FOR THE ASSOCIATION:  
EMPLOYER:**

**FOR THE**

\_\_\_\_\_  
Mike Hayman  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Reede Webster  
Chief Negotiator

\_\_\_\_\_  
Date

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~~Paula Johnston~~ \_\_\_\_\_ Date \_\_\_\_\_  
Business Representative Teamsters Local 320

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~~William Tschida~~ \_\_\_\_\_ Date \_\_\_\_\_  
Vice Chancellor for Human Resources

## **APPENDIX D AKITA CAMPUS**

The Minnesota State University Association of Administrative and Service Faculty (MSUAASF) and the Minnesota State Colleges and Universities (MnSCU) agree that the MSUAASF/MnSCU Agreement shall apply, in its entirety, to the Minnesota State University-Akita (MSU-A) except as supplemented and or modified by this letter of understanding.

**Provost.** For the purposes of the various articles of the Agreement, the term provost shall have the same meaning as President of the other universities.

**Fiscal year.** The fiscal year for MSU-A shall be defined as beginning April 1 and ending March 31 yearly.

**Compensation.** ASF Members' salaries shall be set in dollars. ASF Members may, at the beginning of each appointment period, elect to be compensated in yen, dollars or a combination of both currencies, and shall designate the amount and location to which compensation is to be sent.

The exchange rate for the purpose of this Agreement shall be set at 125 yen: one (1) U. S. dollar for all funds designated to be paid in Japan. The rate of exchange will be reviewed annually in April. The Provost shall not modify the rate of exchange by more than ten (10%) percent. If the rate is modified, it shall only be changed once a year. The Provost shall present any proposed modifications, along with an explanation of the basis for the modification and a proposed implementation date at Meet and Confer at least thirty (30) days prior to the intended implementation date.

Through March 31, 1998 all ASF Members assigned to the Akita campus shall receive a salary supplement of 25% of the contract salary not to exceed \$11,940 per year.

As of April 1, 1998, annually ASF Members shall receive a salary supplement to be paid in monthly increments, of 26% of contract salary not to exceed \$12,600 per year. The salary schedule in effect under Article 12 for each MnSCU fiscal year shall be applicable in the corresponding year at MSU-A.

**Travel to United States.** Each 12 month period MSU-A will reimburse each ASF Member for the cost of one round trip from the ASF Member's home city to Akita in an amount not to exceed \$2,050. In addition, MSU-A shall reimburse flight expenses up to \$500 each for the ASF Member's spouse and up to two (2) children living at Akita.

**Shipping.** MSU-A will reimburse the ASF Member up to \$200 for assignments of six (6) months or less, and up to \$300 for assignments of more than six (6) months, for costs of shipping personal belongings and professional materials. ASF Members continuing their employment in second and subsequent years shall be reimbursed up to \$300 for shipping expenses.

**Benefits for Japanese Nationals.** Japanese Nationals who are employed at MSU-A as ASF Members, and who are not eligible for Employer contributions to FICA, TRA, Supplemental Retirement and State of Minnesota provided health, dental and life insurance coverages, shall have their base salaries and salary supplement adjusted upward by twenty-five percent at the time of appointment. In the third and subsequent years, the adjustment shall be twenty-seven (27%) percent.

The Akita Administration and MSUAASF are committed to working together in addressing the issue of benefits for Japanese National employees. With this understanding the Akita Administration shall make a proposal to MSUAASF regarding these benefits no later than December 31, 1998.

**Bereavement and Personal Leave.** Upon request, ASF Members at MSU-A shall be granted up to ten (10) days of bereavement leave, and/or emergency/personal leave, consistent with other provisions of this Agreement. Fifty percent (50%) of the ASF Member's travel costs between his/her destination and MSU-A may be reimbursed by MSU-A, subject to approval by the Provost. Such decision is not subject to the grievance procedure.

**Housing.** ASF Members shall be provided with basic housing in facilities provided by MSU-A without charge for the period of employment. ASF Members shall be responsible for utilities.

**Professional Improvement Funds.** The amount of Professional Improvement Funds (PIF) available for ASF members in the bargaining unit at Akita shall be \$1,000 per fiscal year through March 31, 1998. Effective April 1, 1998, PIF funds will be allocated to MSU-A for use by ASF members assigned to MSU-A from the PIF fund pool as outlined in Article 15, Section B. The use of the funds shall be pursuant to Article 15, Section B of the collective bargaining agreement.

**Insurance.** ASF Members assigned to MSU-A shall be provided insurance coverage consistent with Article 13. In addition, ASF Members shall be provided access to the Japanese National Health Insurance System, to the extent permitted under Japanese law. MSU-A will pay the full cost of Japanese National Health Insurance for the ASF Member and for the ASF Member's dependents who are a part of his/her household in Akita.

**Holidays.** Following meet and confer with the Campus Association, the Provost shall designate eleven (11) of the holidays listed below as paid holidays when they occur during an ASF Member's appointment period, and shall designate the day to be observed when a paid holiday falls on a Saturday or Sunday.

April 29, Emperor's Birth Day  
May 3, Constitution Day (celebrated on May 4)  
May 5, Children's Day  
July 20, Ocean Day  
September 15, Respect for the Elderly



# APPENDIX E

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## Letter Of Understanding

Between

**Minnesota State Colleges and Universities  
and  
Minnesota State University Association of  
Administrative and Service faculty**

### Part-time Scheduling

The Parties hereto have entered into the following Letter of Understanding as a means of providing guidance in determining a reasonable method for scheduling workload for less than Full Time equivalency Positions (FTE).

The Employer and the Association endorse the principle that less than FTE positions shall, within reason, be expected to work a biweekly work period that equates to an 80 hour work period multiplied by the position's FTE. (e.g. 80 hrs\* .75=60 hrs).

It is further understood by both parties that ASF members assigned to less than a FTE position may be required, during peak work periods, to exceed their normal biweekly work period.

The Employer agrees to review any ASF less than 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.

**FOR MNSCU:**

**FOR THE ASSOCIATION:**

\_\_\_\_\_  
Reede Webster                      Date  
Chief Negotiator

\_\_\_\_\_  
Mike Hayman                      Date  
Chief Negotiator

\_\_\_\_\_  
Paula Johnston                      Date  
Business Representative  
Teamsters Local 320

## APPENDIX F

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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.

Academic discipline progress advising.

Academic discipline degree completion advising.

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

### MSUAASF

Non academic discipline related advising.

Transfer advising

Interpretation and Application of established policy and procedure in advising.

## Credit Generation/Teaching

### IFO

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

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

Teaching that generates credit hours.

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

### MSUAASF

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

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

**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 49% of the position duties.  
staff.

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

May include budget coordination of an academic department or program not to exceed 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 49% of the position duties, then the position shall be reviewed by the two units involved and the Chancellor's Office representative to determine whether duties should be removed or percentages assigned reduced, or whether it should be placed in another unit.

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

Every position must specifically state at least 51% of the duties that would place the position within a

single bargaining unit.

**No Waiver**

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

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

**FOR the IFO:**

\_\_\_\_\_

Mary Hickerson, President

Date

**FOR MSUAASF:**

\_\_\_\_\_

Richard Wheeler, President

Date

**FOR the MSUS:**

\_\_\_\_\_

Craig M. Ayers, Associate Vice Chancellor

Date

## APPENDIX G

PERSL 1338

*Memo*

---

DATE: July 31, 1997

TO: Personnel Directors/Designees  
Labor Relations Directors /Designees  
Exclusive Representatives

FROM: Katherine Megarry, Labor Relations Representative, Senior  
Labor Relations/Compensation Division

PHONE: 297-7798

RE: Revised Statewide Policy on FMLA -- REPLACES policy distributed on 9/10/96

Enclosed is the most recent revision of the Statewide Policy on FMLA and the Frequently Asked Questions. (The FMLA posting and Certification of Health Care Provider form have not been revised, but fresh copies are attached for your convenience). This revision replaces the policy distributed by my memo of 9/10/96. Please distribute this revision to your staff and other relevant employees in your agency.

This revision has been approved by all of the exclusive representatives and will be reprinted in those collective bargaining agreements that have chosen to print the policy. The policy applies to all employees, regardless of collective bargaining agreement or plan.

To highlight the changes that have been made, I have enclosed a legislative copy. As you will see, all of the changes are typographical and/or are for purposes of clarity and conformance with the final federal regulations of 1/6/95.

If there are any questions, feel free to contact your labor relations representative or myself.

cc: DOER Labor Relations Staff  
DOER Employee Insurance Division Staff  
Cindy Storelee, Workers Compensation Division  
Cindy Lukas, SEMA4  
Melissa Wright, Attorney General's Office

7/97

## STATEWIDE POLICY ON FMLA

### Purpose

To provide guidelines to agencies on implementation of the Federal Family Medical Leave Act of 1993 (FMLA).

### Policy

Every fiscal year, the State of Minnesota will provide up to 12 weeks of job-protected leave to "eligible" employees for certain family and medical reasons consistent with the FMLA, relevant State law, and collective bargaining agreements and plans.

### Definitions

Listed below are the definitions of specific words and phrases as used in the Family Medical Leave Act. These definitions are intended to be used solely in relation to the provisions of the Family Medical Leave Act, and should not be expanded to any other situation. Following each heading is a citation number from the regulations published in 1995.

#### **"EMPLOYEE IS NEEDED TO CARE FOR A FAMILY MEMBER" 825.116**

This encompasses both physical and psychological care which include situations where:

- 1) Because of a serious health condition, the family member is unable to care for his or her own basic medical, hygienic, nutritional needs or safety; or is unable to transport himself or herself to the doctor.
- 2) The employee is needed to provide psychological comfort and reassurance which would be beneficial to a child, spouse or parent with a serious health condition who is receiving inpatient or home care.
- 3) The employee may be needed to fill in for others who are caring for the family members, or to make arrangements for changes in care, such as transfer to a nursing home.

#### **"HEALTH CARE PROVIDER" 825.118**

- a) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices.

b) Others capable of providing health care services including only:

- Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the State.
- Nurse practitioners and nurse-midwives who are authorized to practice under State law.
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.
- Clinical Social Worker.
- Any health care provider from whom an employer or the employer's group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits, including a foreign physician.

**"INCAPABLE OF SELF-CARE" 825.113**

Incapable of self-care means that the individual requires active assistance or supervision to provide daily self-care in three or more of the "activities of daily living" (ADLs) or "instrumental activities of daily living" (IADLs).

**"IN LOCO PARENTIS" 825.113**

Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

**"PARENT" 825.113**

A biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. This term does not include parents "in law".

**"PHYSICAL OR MENTAL DISABILITY" 825.113**

A physical or mental impairment that substantially limits one or more of the major life activities of an individual.

**"SERIOUS HEALTH CONDITION" 825.114**

For purposes of the FMLA, serious health condition means an illness, injury, impairment, or

physical or mental condition that involves:

A. **Inpatient care**, i.e., an overnight stay, in a hospital, hospice, or residential care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or

B. **Continuing treatment** by a health care provider that involves:

1. **A period of incapacity** (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom) **of more than three consecutive calendar days; and**

2. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(a) **Treatment two or more times** by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under order of, or on referral by, a health care provider; **or**

(b) **One treatment session** by a physician which results in a regimen of continuing treatment by a health care provider, or at least under the supervision of the health care provider; or

C. **Pregnancy**. Any period of incapacity due to pregnancy, or for prenatal care. This absence qualifies for FMLA leave even though the employee does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days; or

D. **Chronic serious health condition**. Any period of incapacity or treatment for such incapacity due to a chronic serious health care condition. This absence qualifies for FMLA leave even though the employee or immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days.

**Chronic serious health condition** is defined as one which:

(a) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; and

(b) Continues over an extended period of time; and

(c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.); or

- E. **Permanent or long term condition** for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider, e.g., Alzheimer's, a severe stroke, or the terminal stages of a disease; or
- F. **Multiple treatments** by a health care provider or a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention such as cancer (radiation, chemotherapy, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

**Specific Exclusions.** Routine physical, eye, or dental examinations, cosmetic treatments, cold, flu, and earaches are excluded.

**Specific Inclusions.** The following conditions are included in the definition of serious health condition:

- A. Mental illness resulting from stress or allergies; and
- B. Substance abuse if the conditions of the FMLA rules are met. Leave may only be taken for treatment of substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. Absence due to an employee's use of the substance does not qualify for FMLA leave.

**"SON" OR "DAUGHTER" 825.113**

A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care" because of a mental or physical disability.

**"SPOUSE" 825.113**

A spouse means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides, including common law marriage in states where it is recognized.

**"UNABLE TO PERFORM THE FUNCTIONS OF THE POSITION OF THE EMPLOYEE" 825.115**

Where the health care provider finds that the employee is unable to work at all or is unable to perform any of the essential functions of the employee's position within the meaning of the Americans with Disabilities Act.

## Procedures and Responsibilities

### I. Eligibility

#### A. Employee Eligibility

1. The employee must have worked for the State of Minnesota for at least one year; and
2. The employee must have worked at least 1,250 hours during the 12 months immediately preceding the request. The Fair Labor Standards Act requires employers to count hours of work only, not paid hours such as vacation, holidays, sick pay, unpaid leave of any kind, or periods of layoff.

#### B. Reasons For Taking a Qualifying Leave

1. For the birth of the employee's child, and to care for such child.
2. For the placement with an employee of a child for adoption or foster care.
3. To care for the employee's seriously ill spouse, son or daughter, or parent.
4. Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of an employee's job.

Circumstances may require that leave for the birth of a child, or for placement for adoption or foster care, be taken prior to actual birth or placement.

#### C. Medical Certification

1. Where FMLA qualifying leave is foreseeable and 30 days notice has been provided, an employee must provide a medical certification before leave begins.
2. Where FMLA qualifying leave is not foreseeable, an employee must provide notice to the Employer of the need for leave as soon as practicable (1 or 2 working days is expected except in extraordinary circumstances). The employee must then provide medical certification within a reasonable timeframe established by the Employer.
3. An Appointing Authority may require medical certification to support a FMLA qualifying leave request either to care for an employee's seriously ill family member, or for leave due to a serious health condition that makes the employee unable to perform the functions of his or her job.

4. The Appointing Authority may require a fitness for duty report upon the employees return.

#### D. Designating Leave

1. An employer may make a preliminary designation of leave as FMLA qualifying if medical certification was not provided prior to the beginning of leave, or if the employer is waiting for a second or third medical opinion.
2. Where an employer has knowledge that an employee's leave qualifies as FMLA leave and does not designate the leave as such, the employer may not designate leave retroactively as FMLA leave unless:
  - i. The employee has been out of work and the employer **does not learn of the reason for the leave** until after the employee returns (in which case the employer must designate the leave upon the employee's return to work); or
  - ii. The employer has **provisionally** designated leave as FMLA leave and awaits receipt of a medical certification or other reasonable documentation.

If the employee gives notice of the reason of the leave later than two days after returning to work, the employee is not entitled to the protections of the FMLA.

## II. Coordination With Collective Bargaining Agreements/Plans

- A. FMLA qualifying leaves of absence will be identified as those authorized under collective bargaining agreements or plans, i.e., disability leave or personal leave, dependent on which leave is appropriate.
- B. The FMLA provides for an unpaid leave under certain circumstances. The employer shall require an employee to use sick leave for situations required by the collective bargaining agreements. The employer shall only require an employee to use vacation and/or compensatory time in specific instances allowed by the collective bargaining agreements. However, the employee may request and the employer shall grant vacation or compensatory time. **All paid leave time counts toward the twelve (12) weeks of FMLA qualifying leave.**

## III. Job Benefits and Protection

- A. During an FMLA qualifying leave, the employee and dependent health and dental insurance is maintained on the same basis as coverage would have been provided if the employee had been continuously employed during the entire leave period.

- B. An eligible employee returning from a FMLA qualifying leave is entitled to be restored to the same position and shift that the employee held when the FMLA qualifying leave began, or to an equivalent position and shift with equivalent benefits, pay, and other terms and conditions of employment.
- C. Provided the employee returns to work immediately following his/her FMLA qualifying leave (i.e., does not follow the FMLA qualifying leave with additional unpaid leave), benefits must be resumed upon the employee's return to work at the same level as were provided when leave began. Any new or additional coverage or changes in health benefits must be made available to an employee while on FMLA qualifying leave.

#### **IV. General Provisions**

##### **A. Recordkeeping**

1. FMLA provides that the Appointing Authority shall make, keep, and preserve records pertaining to the obligations under the Act.
2. The records must disclose the following:
  - (a) Basic payroll data - name; address; occupation; rate of pay; hours worked per pay period; additions and deductions from wages; total compensation paid.
  - (b) Dates FMLA qualifying leave is taken.
  - (c) If FMLA qualifying leave is taken in increments of less than one full day, the number of hours taken.
  - (d) Copies of employee notices of leave provided to the employer; copies of all general and specific notices given to employees by the employer.
  - (e) Any documents describing employee benefits or employer policies or practices regarding taking of paid or unpaid leave.
  - (f) Records of any disputes between the employer and employee regarding designation of FMLA qualifying leave.
  - (g) Records and documents relating to medical certifications or medical histories of employees or employees' family members, shall be maintained in separate confidential files.
  - (h) Premium payments for employee benefits.

## B. Posting Requirements

1. Appointing Authorities must post a notice describing the Act's provisions. The notice must be posted in all areas where employees would normally expect to find official notices.
2. If an Appointing Authority publishes and distributes an employee handbook, information on employee entitlements and obligations under the FMLA must be included.
3. If the Appointing Authority does not publish or distribute a handbook, it must provide written guidance to employees when they request a FMLA qualifying leave.

## C. Employer's Response to the Employee's Request for FMLA Leave

When an employee requests FMLA qualifying leave, the employer must provide the employee with the following:

1. Notice describing the employee's obligations and explaining the consequences of a failure to meet the obligations.
2. The leave will be counted against the employee's twelve weeks of FMLA leave.
3. Medical certification requirements.
4. Employee's right to use paid leave and whether the employer requires the substitution of paid leaves.
5. Requirements concerning payment of health insurance premiums.
6. The employee's potential liability for payment of health insurance premiums paid by the employer during FMLA leave if the employee fails to return to work for at least thirty (30) calendar days after taking the leave.
7. Requirements for a fitness-for-duty certificate for the employee to be restored to employment.
8. The employee's rights to restoration to the same or an equivalent job upon return from FMLA leave.

## D. Appeal Process

If an employee believes that their rights under the FMLA have been violated, he/she may:

1. Internal

- a.) Contact your Human Resources office, or;
- b.) Contact your Labor Union/Association.

2. External

a.) File or have another person file on his/her behalf, a complaint with the Secretary of Labor.

(1.) The complaint may be filed in person, by mail or by telephone, with the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor. The complaint may be filed at any local office of the Wage and Hour Division; the address may be found in telephone directories.

(2.) A complaint filed with the Secretary of Labor should be filed within a reasonable time of when the employee discovers that his/her FMLA rights have been violated, but in no event more than two (2) years from the date the alleged violation occurred, or three (3) years for a willful violation.

(3.) No particular form is required to make a complaint, however the complaint must be reduced to writing and include a statement detailing the facts of the alleged violation.

or;

b.) File a private lawsuit pursuant to section 107 of the FMLA.

### **FREQUENTLY ASKED QUESTIONS**

1. *Which employees are eligible for an FMLA qualifying leave?*

An "eligible employee" is a State employee who:

- a) Has been employed by the State for at least 12 months, and
- b) Has worked and been compensated for at least 1,250 hours during the 12-month

period immediately preceding the leave (this does not include vacation, sick leave, other paid leave, or compensatory time—this does include overtime worked).

2. *Are only permanent employees eligible for FMLA qualifying leave?*

No, non-permanent employees are eligible if they meet the requirements stated under question number one above. If employees are not in insurance eligible status, they are only eligible for unpaid time off and not the insurance benefits.

3. *Under what circumstances are employees eligible to take a FMLA qualifying leave?*

- a) For birth of the employee's child, and to care for the newborn child;
- b) For placement with the employee of a child for adoption or foster care;
- c) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
- d) Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

4. *How much time may an employee take as FMLA qualifying leave?*

Eligible employees may take up to twelve work weeks of leave during each fiscal year with the following exceptions:

**Exceptions:**

If a husband and wife both work for the State, refer to Question No. 6.

If the leave is taken for the birth of a child or the placement of a child for adoption or foster care, refer to Question No. 7.

5. *If an employee uses 12 weeks of FMLA qualifying leave in one fiscal year, are they allowed another 12 weeks the following fiscal year for the same condition?*

Yes, provided the employee still meets all the eligibility criteria (including 1250 hours worked in the year preceding the request).

6. *If both husband and wife are State employees, are they both eligible for twelve weeks of FMLA qualifying leave during the fiscal year?*

Yes. However, a husband and wife may take only a combined total of twelve weeks of FMLA qualifying leave per fiscal year under the following situations:

- a) For the birth of a son or daughter and to care for the newborn child;
- b) For placement of a child with the employee for adoption or foster care;
- c) To care for the employee's parent (not parent-in-law) who has a serious health

condition.

7. *If FMLA qualifying leave is taken for the birth of a child, or for placement of a child for adoption or foster care, must the leave be completed within a specific period of time?*

Although it is possible that an employee could qualify for two separate FMLA qualifying leaves for the birth or placement of a child (under the condition explained in Question No. 5 above), all FMLA qualifying leaves must be completed within 12 months of the birth or placement of a child. The 12-month period begins on the date of birth or placement.

8. *Does FMLA leave have to be taken all at once, or can it be taken intermittently?*

FMLA qualifying leave taken for the employee's own serious health condition, or for the serious health condition of the employee's spouse, son, daughter, or parent, may be taken intermittently or on a reduced schedule if "medically necessary" and if that medical need can best be accommodated by an intermittent schedule. The need for intermittent leave or a reduced schedule must be documented by the employee's or family member's health care provider. Appointing Authorities may approve intermittent leave for the birth/placement of a child.

9. *Is an employee required to use paid sick leave for certain FMLA qualifying leaves?*

Yes. FMLA allows an employer to require the use of paid leave for certain qualifying events as stated under the terms of the collective bargaining agreements and compensation plans. Employees must use sick leave for the reasons authorized by the bargaining agreement/plan provisions. The FMLA does not require an employer to expand the use of paid leave.

10. *Are there circumstances under which an employee may request to receive paid vacation or compensatory time in conjunction with FMLA?*

An employee may request and receive paid vacation or compensatory time. Granting of vacation or compensatory time is not subject to any other employer requirements such as seniority or staffing needs.

However, the employee must attempt to schedule foreseeable qualifying leave so as not to unduly disrupt the employer's operation. If the employee is unable to provide sufficient documentation to determine FMLA eligibility, the employee shall be placed on unpaid leave until such documentation is made available to the employer.

11. *How do you determine the amount of FMLA qualifying leave used if an employee works a fixed part-time schedule or the employee's schedule varies from week to week?*

The amount of FMLA qualifying leave is determined on a prorata basis by comparing the requested schedule with the employee's normal schedule.



Where the schedule varies from week to week, a weekly average of the hours worked over the 12 weeks prior to the beginning of the leave period is used to calculate the employee's normal workweek.

12. *How can an Appointing Authority determine if a request for leave is a FMLA qualifying leave?*

- a) An employee requesting leave shall be asked the question, "Is the request for paid or unpaid time off for the purpose of an FMLA qualifying event (yes) (no)?"
- b) If an employee requests a leave prior to completing a request for leave slip, a supervisor may ask the reason for the leave. The supervisor will ask for this information solely for the purpose of determining whether the leave is FMLA qualifying and/or if under the terms of the State's contracts or compensation plans an employee is eligible for paid or unpaid time off.

13. *How can an employee determine if his or her request for time off qualifies under FMLA?*

- a) Notices explaining the Act's provisions and providing information concerning the procedures for filing complaints of violations of the Act shall be posted in conspicuous places at the worksite.
- b) An employee may ask his or her supervisor, contact the personnel office or their union to ask questions concerning the employee's rights and responsibilities under the FMLA.

14. *Can an FMLA qualifying leave extend an employee's period of employment?*

No.

15. *What are an employee's job protection rights upon return from an unpaid FMLA qualifying leave?*

An eligible employee shall be restored to the same position that the employee held when the FMLA qualifying leave began, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment such as same shift, equivalent hours, etc.

16. *How does an FMLA qualifying leave coordinate with the Statewide Sick Leave Policy?*

The Act prohibits an employer from discriminating against employees who use FMLA qualifying leave. Therefore, the FMLA qualifying leave cannot be referred to in any employment actions including but not limited to discipline and selection.

17. *Can employees choose whether or not they want to use FMLA qualifying leave?*

No. It is the employer's responsibility to designate leave as qualifying under FMLA. An employee may not choose whether leave shall be counted towards FMLA qualifying leave.

18. *How can an employer verify an employee's need for leave because of a "serious health condition"?*

The Appointing Authority's FMLA designation decision must be based only on information received from the employee or the employee's spokesperson.

An employer may also require an employee to obtain certification of a "serious health condition" from the employee's health care provider. The employer can pay for a second opinion if it doubts the validity of the original certification. If the second opinion conflicts with the first, the employer may pay for a third opinion. The provider of the third opinion must be jointly approved by the employer and employee. The third opinion will be final.

If a leave request is for the serious health condition of a family member, the employer can require the employee to provide certification from a health care provider.

19. *Is an employee eligible to continue health insurance benefits during a FMLA qualifying leave?*

During an FMLA qualifying leave, the employee and dependent health and dental insurance coverage is maintained on the same basis as coverage would have been provided if the employee had been continuously employed during the entire leave period.

Employees who receive the partial employer contribution must continue to pay their portion of the premium in order to retain this coverage. If the employee fails to make their premium payments, they will lose the coverage and may not be covered for any claims which may have occurred while on FMLA qualifying leave.

20. *What other insurance coverage may an employee continue during a FMLA qualifying leave?*

An employee may continue all coverage which they had prior to going on the FMLA qualifying leave, by paying the full cost of the premium. This includes, but is not limited to, basic, optional, spouse, child life insurance and short term and long term disability insurance. If the employee takes leave due to a work-related disability, short term disability may not be continued. It may be reinstated upon the employee's return to work.

21. *May an employee choose not to retain health and dental coverages while on a FMLA qualifying leave?*

Yes, an employee may choose not to retain these coverages. The coverages will be reinstated upon the employee's return to work.

22. *May an employee choose not to retain optional coverages while on a FMLA qualifying leave?*

Yes, however, they may have the coverages reinstated upon return to work, if the return to work is within the allotted twelve weeks of FMLA qualifying leave. If the leave goes beyond twelve weeks, the employee must reapply with evidence of good health. If an employee chooses not to retain optional coverages, they will not be covered for any claims that may have occurred while they were on leave.

23. *If an employee terminates employment during the FMLA qualifying leave, may the employer recoup the costs of the premiums paid?*

Yes, an employer may recover its share of premiums paid during a period of unpaid FMLA qualifying leave from an employee if the employee fails to return to work (for at least thirty (30) calendar days) after the leave unless the employee does not return due to the continuation, recurrence or onset of the serious health condition, or due to other circumstances beyond the employee's control.

24. *What are an employee's COBRA rights in relation to an FMLA qualifying leave?*

As it relates to FMLA qualifying leave, the COBRA qualifying event is termination of employment, or the end of the leave—whichever comes first. Once the COBRA qualifying event occurs, the employee may choose to "continue" health and dental by paying the entire cost of coverage—even though the employee did not pay their share of the premium during the FMLA qualifying leave.

25. *What can employees do who believe that their rights under FMLA have been violated?*

The employee has the choice of:

- a) Filing, or having another person file on his or her behalf, a complaint with the Secretary of Labor, or
- b) Filing a private lawsuit pursuant to section 107 of FMLA.

26. *How are employees protected who request leave or otherwise assert FMLA rights?*

The FMLA prohibits an employer from interfering with, restraining, or denying the exercise of (or attempts to exercise) any rights provided by the Act.

27. *Do State laws providing family and medical leave still apply?*

Nothing in FMLA supersedes any provision of State law. However, if leave qualifies for FMLA and for leave under State law, the leave used counts against the employee's entitlement under both laws.

<b>Your Rights Under the Family Medical Leave Act of 1993</b>
---

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

### Reasons For Taking Leave:

Unpaid leave must be granted for *any* of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of *paid* leave may be substituted for unpaid leave.

### Advance Notice and Medical Certification:

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

### Job Benefits and Protection:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."
- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Unlawful Acts By Employers:

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### Enforcement:

- The US Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

### For Additional Information:

Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under US Government, Department of Labor.

lr-comp\labor\general\fmlaplcy

## APPENDIX H

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### Letter Of Understanding

Between

**Minnesota State Colleges and Universities  
and  
Minnesota State University Association of  
Administrative and Service faculty**

### Disputed Provisions in Article 2 & 25

The Parties hereto enter into this Letter of Understanding to set forth the parties' Agreement with respect to the provisions of Article 2, Section B, or Article 25, Section C, of the 1997-99 collective bargaining agreement ("Agreement") between the parties. In the event that the parties reach a settlement regarding the aforementioned provisions or aforementioned provisions are found to be illegal by a court of competent jurisdiction, and the parties' rights to appeal such finding have been exhausted or have expired without reversal of the finding of illegality, the parties agree to meet at a mutually convenient time and place to renegotiate the affected provisions.

This Letter of Understanding represents the complete and total understanding of the parties in this matter.

**FOR THE ASSOCIATION:**

**FOR MnSCU:**

\_\_\_\_\_  
Mike Hayman  
Chief Negotiator, MSUAASF

\_\_\_\_\_  
Date

\_\_\_\_\_  
Reede Webster  
Chief Negotiator, MnSCU

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paula Johnston  
Business Representative  
Teamsters Local 320

\_\_\_\_\_  
Date

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