

2009-2011 IFO Agreement

Changes reflected in the 2009-2011 agreement between the Minnesota State Colleges and Universities and the Inter Faculty Organization are in legislative format in the errata sheet below, which amends the 2007-2009 agreement.

Changes between the 2007-2009 and 2009-2011 IFO/MnSCU Master Agreement In Legislative Format

(Page references to 2007-2009 Master Agreement)

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Master Agreement 2007-2009-2011

ARTICLE 6 Association Rights

Section A. Dues Check-Off.

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Subd. 1. The Employer agrees to cooperate with ~~the Department of Finance~~ Minnesota Management and Budget and the IFO in facilitating the deduction of membership dues established by the IFO from the salary of each faculty member who has authorized such deduction in writing. The aggregate deductions of all faculty members shall be remitted together with an itemized statement to the IFO office no later than fifteen (15) calendar days following the end of each payroll period.

ARTICLE 10 Workload

Section A. Faculty Workload.

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Subd. 6. Miscellaneous Instructional Categories. Faculty members providing packaged courses or correspondence courses approved by the President/designee shall be compensated at the rate of sixty-five dollars (\$65) per credit hour per student. For purposes of determining compensation paid under this subdivision, a three (3) credit graduate course shall be the equivalent of a four (4) credit undergraduate course, and a four (4) credit graduate course shall be the equivalent of a five (5) credit undergraduate course. All other graduate courses shall be calculated as the equivalent of one and one fourth (1.25) undergraduate credits per one (1) graduate credit hour. Graduate equivalency shall apply only to courses exclusively for graduate students. Non-credit generating workshop instruction may be compensated at overload rate as provided in Article 12, Section B.

Section J. Metropolitan State University Community Faculty.

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Subd. 4. Professional Improvement.

b. Professional Improvement Funds of not less than twelve thousand, five hundred dollars (\$12,500) in FY 2008 2010 and twelve thousand, five hundred dollars (\$12,500) in FY 2009 2011 per year shall be available to community faculty for improving professional competence related to their assignments at Metropolitan State University. in all of their college and departmental meetings, consistent with the requirements of Article 20.

**ARTICLE 11
Salaries**

Section A. Returning Faculty.

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Subd. 3. Effective July 1, 2008, faculty members who were in the bargaining unit in FY 2008 and who return in FY 2009 shall advance two (2) steps on the 2008-09 salary schedule. Faculty who cannot receive the returning steps provided for in this subdivision because they are at step 39 of the salary schedule shall receive a one-time payment of \$2,400 (pro rated by FTE) in lieu of each of the returning steps provided for in this subdivision. Faculty who received one-time payments in FY 2009 shall likewise receive one-time payments of \$2,400 (prorated by FTE) in FY 2010 and 2011.

Subd. 5. Effective July 1, 2009, the heading of the “2008 – 2009 Final Salary Schedule” shall be changed to the “2009 – 2011 Salary Schedule” without any accompanying substantive change in the body of the the salary schedule. Effective July 1, 2009, returning faculty members shall be at the same numeric step on the 2009 – 2011 Salary Schedule as they were on the 2008 – 2009 Final Salary Schedule.

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Salary Schedules for 2007-2009 Agreement

2007-2008 Salary Schedule					
Instructor Step	Instructor Salary	Professor Step	Professor Salary	Professor Step	Professor Salary
-1	32,875	1	44,727	20	70,141
-2	33,663	2	45,799	21	71,823
-3	34,469	3	46,896	22	73,544
-4	35,295	4	48,020	23	75,306
-5	36,141	5	49,171	24	77,110
-6	37,008	6	50,349	25	78,959
-7	37,895	7	51,555	26	80,851
-8	38,803	8	52,790	27	82,789
-9	39,732	9	54,056	28	84,772
-10	40,685	10	55,351	29	86,803

-11	41,660	11	56,678	30	88,884
-12	42,658	12	58,036	31	91,014
-13	43,680	13	59,428	32	93,195
14	44,727	14	60,852	33	95,428
15	45,799	15	62,310	34	97,715
16	46,896	16	63,803	35	100,057
17	48,020	17	65,331	36	102,455
18	49,171	18	66,897	37	104,911
		19	68,500	38	107,426
				39	110,001

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2008-2009 Salary Schedule					
Instructor Step	Instructor Salary	Professor Step	Professor Salary	Professor Step	Professor Salary
1	33,533	1	45,622	20	71,544
2	34,336	2	46,715	21	73,259
3	35,158	3	47,834	22	75,015
4	36,001	4	48,980	23	76,812
5	36,864	5	50,154	24	78,652
6	37,748	6	51,356	25	80,538
7	38,653	7	52,586	26	82,468
8	39,579	8	53,846	27	84,445
9	40,527	9	55,137	28	86,467
10	41,499	10	56,458	29	88,539
11	42,493	11	57,812	30	90,662
12	43,511	12	59,197	31	92,834
13	44,554	13	60,617	32	95,059
14	45,622	14	62,069	33	97,337
15	46,715	15	63,556	34	99,669
16	47,834	16	65,079	35	102,058
17	48,980	17	66,638	36	104,504
18	50,154	18	68,235	37	107,009
		19	69,870	38	109,575
				39	112,201

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2008-2009 Final 2009 – 2011 Salary Schedule					
Instructor Step	Instructor Salary	Professor Step	Professor Salary	Professor Step	Professor Salary
1	34,203	1	46,534	20	72,975

2	35,023	2	47,649	21	74,725
3	35,862	3	48,791	22	76,515
4	36,721	4	49,960	23	78,348
5	37,601	5	51,158	24	80,225
6	38,503	6	52,383	25	82,149
7	39,426	7	53,638	26	84,117
8	40,371	8	54,923	27	86,134
9	41,337	9	56,240	28	88,197
10	42,329	10	57,587	29	90,310
11	43,343	11	58,968	30	92,475
12	44,381	12	60,381	31	94,691
13	45,445	13	61,829	32	96,960
14	46,534	14	63,310	33	99,283
15	47,649	15	64,827	34	101,663
16	48,791	16	66,381	35	104,099
17	49,960	17	67,970	36	106,594
18	51,158	18	69,600	37	109,149
		19	71,267	38	111,766
				39	114,445

ARTICLE 14
Insurance

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

Subd. 3. Dependents. Eligible dependents for purposes of this article are as follows:
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- b. Children and Grandchildren.** An eligible faculty member’s unmarried dependent children and unmarried dependent grandchildren: (1) through age eighteen (18); or (2) through age twenty-four (24) if the child or grandchild is a full-time student at an accredited educational institution; or (3) a child or grandchild, regardless of age or marital status who is incapable of self-sustaining employment by reason of ~~mental retardation~~ developmental cognitive disability, mental illness or physical disability and if chiefly dependent on the faculty member for support. The handicapped dependent shall be eligible for coverage as long as she/he continues to be handicapped and dependent, unless coverage terminates under the contract. Children or grandchildren who become handicapped after they are no longer eligible dependents under (1) and (2) above may not be considered eligible dependents unless they are continuing coverage as a dependent through the employee’s prior employer.

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Section D. Amount of Employer Contribution. For faculty members eligible for an Employer

Contribution as described in Section C, the amount of the Employer Contribution will be determined as follows beginning on January 1, ~~2008~~ 2010. The Employer Contribution amounts and rules in effect on June 30, ~~2007~~2009, will continue through December 31, ~~2007~~2009.

Subd. 1. Contribution Formula - Health Coverage.

b. Dependent Coverage. For dependent health coverage for the ~~2008~~ 2010 and ~~2009~~ 2011 plan years, the Employer contributes an amount equal to eighty five percent (85%) of the dependent premium of Advantage.

Subd. 2. Contribution Formula - Dental Coverage.

a. Faculty Member Coverage. For faculty member dental coverage, the Employer contributes an amount equal to the lesser of ninety percent (90%) of the faculty member premium of the State Dental Plan, or the actual faculty member premium of the dental plan chosen by the faculty member. However, for calendar years beginning January 1, ~~2008~~2010, and January 1, ~~2009~~2011, the minimum employee contribution shall be five dollars (\$5.00) per month.

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Section F. Basic Coverages.

Subd. 1. Faculty Member and Family Health Coverage.

b. Coverage under the Minnesota Advantage Health Plan (Advantage). From July 1, ~~2007~~ 2009 through December 31, ~~2007~~2009, health coverage under the SEGIP will continue at the level in effect on June 30, ~~2007~~2009. Effective January 1, ~~2008~~2010, Advantage will cover eligible services subject to the copayments, deductibles and coinsurance coverage limits stated. Services provided through Advantage are subject to the managed care procedures and principles, including standards of medical necessity and appropriate practice of the plan administrators. Coverage details are provided in the Advantage Summary of Benefits.

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IV. Advantage Benefit Chart for Services Incurred During Plan Year ~~2008~~ 2010 and ~~2009~~2011.

2008 <u>2010</u> and 2009 <u>2011</u> Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays:
Deductible for all services except drugs and preventive care (S/F)	\$50/100	\$140/280	\$350/700	\$600/1200
Office visit copay/urgent care (copay waived for preventive services) 1) Having taken Health Assessment and opted in for Health Coaching 2) Not having taken Health	1) \$17 2) \$22	1) \$22 2) \$27	1) \$27 2) \$32	1) \$37 2) \$42

2008 2010 and 2009 2011 Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays:
Assessment or not having opted-in for Health Coaching				
Convenience Clinic (deductible waived)	\$10	\$10	\$10	\$10
Emergency room Copay	\$75	\$75	\$75	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Facility copays · Per inpatient Admission (waived for admission to Center of Excellence)	\$85	\$180	\$450	N/A—subject to Deductible and 25% Coinsurance to OOP maximum
· Per outpatient Surgery	\$55	\$110	\$220	N/A—subject to Deductible and 30 25% Coinsurance to OOP maximum
Coinsurance for MRI/CT scan services	5%	5%	10%	N/A—subject to Deductible and 30 25% Coinsurance to OOP maximum
Coinsurance for services NOT subject to copays	5% (100% coverage after payment of deductible)	5% (100% coverage after payment of deductible)	10% (90% coverage after payment of deductible)	30 25% for all services to OOP maximum after deductible.
Coinsurance for durable medical equipment	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	30 25% for all services to OOP maximum after deductible.
Copay for three tier prescription drug Plan	Tier 1: \$10 Tier 2: \$16 Tier 3: \$36	Tier 1: \$10 Tier 2: \$16 Tier 3: \$36	Tier 1: \$10 Tier 2: \$16 Tier 3: \$36	Tier 1: \$10 Tier 2: \$16 Tier 3: \$36
Maximum drug out-of-pocket limit (S/F)	\$800/\$1,600	\$800/\$1,600	\$800/\$1,600	\$800/\$1,600
Maximum non-drug Out-of-pocket limit (S/F)	\$1,100/\$2,200	\$1,100/\$2,200	\$1,100/\$2,200	\$1,100/\$2,200

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c. Benefit Level Two Health Care Network Determination.

Issues regarding the health care networks for the ~~2009~~ 2011 insurance year shall be negotiated in accordance with the following procedures:

1. At least twelve (12) weeks prior to the open enrollment period for the ~~2009~~ 2011

insurance year the Employer shall meet and confer with the Joint Labor/Management Committee on Health Plans in an attempt to reach agreement on the Benefit Level Two health care networks.

2. If no agreement is reached within five (5) working days, the Employer and the Joint Labor-Management Committee on behalf of all of the exclusive representatives shall submit a list of providers/provider groups in dispute to a mutually agreed upon neutral expert in health care delivery systems for final and binding resolution. The only providers/provider groups that may be submitted for resolution by this process are those for which, since the list for the ~~2008~~ 2010 insurance year was established, Benefit Level Two access has changed, or those that are intended to address specific problems caused by a reduction in Benefit Level Two access.

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

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e. Health Promotion and Health Education.

1. Develop programs.

- I. The Employer will develop and implement health promotion and health education programs, subject to the availability of resources. Each appointment authority will develop a health promotion and health education program consistent with the ~~Department of Employee Relations~~ Minnesota Management & Budget policy. Upon request of any exclusive representative in an agency, the appointing authority shall jointly meet and confer with the exclusive representative(s) and may include other interested exclusive representatives. Agenda items shall include but are not limited to smoking cessation, weight loss, stress management, health education/self-care, and education on related benefits provided through the health plan administrators serving state employees.

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3. **Employee participation.** The Employer will assist employees' participation in health promotion and health education programs. Health promotion and health education programs that have been endorsed by the Employer (~~Department of Employee Relations~~ Minnesota Management & Budget) will be considered to be non-assigned job-related training pursuant to Administrative Procedure 21. Approval for this training is at the discretion of the appointing authority and is contingent upon meeting staffing needs in the employee's absence and the availability of funds. Employees are eligible for

release time, tuition reimbursement, or a pro rata combination of both. Employees may be reimbursed for up to one hundred percent (100%) of tuition or registration costs upon successful completion of the program. Employees may be granted release time, including the travel time, in lieu of reimbursement.

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Subd. 2. Employee Life Coverage.

- a. **Basic Life and Accidental Death and Dismemberment Coverage.** The Employer agrees to provide and pay for the following term life coverage and accidental death and dismemberment coverage for all faculty members eligible for an Employer Contribution as described in Section C. Any premium paid by the State in excess of fifty thousand dollars (\$50,000) coverage is subject to a tax liability in accordance with Internal Revenue Service regulations. A faculty member may decline coverage in excess of fifty thousand dollars (\$50,000) by filing a waiver in accordance with ~~Department of Finance~~ Minnesota Management & Budget procedures (also see Appendix F). The basic life insurance policy will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.

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- ~~e. **Additional Death Benefit.** Faculty members who retire between July 1, 1981, and December 31, 2007, shall be entitled to a five hundred dollar (\$500) death benefit payable to a beneficiary designated by the faculty member, if at the time of death the faculty member is entitled to an annuity under a State retirement program. A five hundred dollar (\$500) cash death benefit shall also be payable to the designated beneficiary of a faculty member who becomes totally and permanently disabled between July 1, 1983, and December 31, 2007, 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.~~

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Section G. Optional Coverages

Subd. 1. Employee and Family Dental Coverage.

- b. **Coverage Under the State Dental Plan.** The State Dental Plan will provide the following coverage:
 1. **Copayments.** Effective January 1, ~~2008~~2010, the State Dental Plan will cover allowable charges for the following services subject to the copayments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from dental care providers not in the State Dental Plan network. Services provided through the State Dental Plan are subject to the State Dental Plan's managed care procedures and principles, including standards of dental necessity and appropriate practice. The plan shall cover general cleaning two (2) times per plan year and special cleanings (root or deep cleaning) as prescribed by the dentist.

ARTICLE 19

Professional Improvement

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Section A. Professional Improvement Funds.

Subd. 3. The funds distributed shall be no less than four hundred thousand dollars (\$400,000) in FY ~~2008~~ 2010 and four hundred thousand dollars (\$400,000) in FY ~~2009~~ 2011. All funds shall be distributed each fiscal year to the universities on the basis of the number of FTE faculty at each institution. Within thirty (30) days thereafter, a report shall be provided to the IFO indicating the amount allocated to each university.

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Section B. Professional Study and Travel.

Subd. 1. The IFO and MnSCU recognize the need for faculty development relating to their university's mission. Therefore, each department/unit will be allocated professional study and travel funds at the rate of not less than one thousand ~~one~~ three hundred ~~fifteen~~ dollars (~~\$1,115~~ \$1,300) in FY ~~2008~~ 2010 and one thousand three hundred dollars (\$1,300) in FY ~~2009~~ 2011 per each full-time equivalent faculty in the department as of the beginning of each academic year as determined in Subd. 2 below. Funding for faculty, excluding adjuncts, hired during the year will be allocated on a pro rata basis at the time of hire.

ARTICLE 27

General Provisions

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Section D. Travel on Behalf of the Employer.

Subd. 1. Reimbursement. Faculty engaged in travel expressly assigned by the Employer shall be reimbursed for expenses actually incurred while in travel status in accordance with ~~DOER's~~ Minnesota Management & Budget's Managerial Plan. Copies of current travel regulations shall be readily available on each campus.

Subd. 2. Use of Private Vehicles. Whenever practicable, state-owned vehicles shall be made available for faculty members required to travel on behalf of the Employer. The President/designee may elect to allow faculty members to use personal vehicles on a case-by-case basis and reimburse the persons for mileage at the rates provided under ~~DOER's~~ Minnesota Management & Budget's Managerial Plan. Except for emergency circumstances, or when defined by the President/designee as a condition of employment at the time of initial employment, or thereafter when agreed to by both parties, a faculty member shall not be required to use a personal vehicle for university purposes.

ARTICLE 34

Duration

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Section A. Effective Dates. Except as otherwise provided herein, this Agreement shall become effective July 1, ~~2007~~ 2009, and remain in full force and effect through June 30, ~~2009~~ 2011.

Section B. Legislative Action. Should any provisions of this Agreement require legislative action for implementation, the Employer, the commissioner of ~~Employee Relations~~ Minnesota Management & Budget for the State of Minnesota, and the IFO agree to cooperate in an effort to secure legislative approval.

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APPENDIX C

Letter of Understanding Between Minnesota State Colleges and Universities And Inter Faculty Organization Grievances

The parties to this Agreement agree that with respect to filing and processing of grievances the implementation of the Agreement between the Minnesota State University Board and the Inter Faculty Organization effective July 1, ~~2007~~ 2009, to June 30, ~~2009~~ 2011, shall be as follows:

- ~~2~~-1. Any grievance which was filed in an otherwise timely fashion prior to the date of the execution of the ~~2007-2009~~ 2009-2011 Agreement will be subject to interpretation in accordance with the ~~2005-2007~~ 2007-2009 Agreement, between the parties, and shall not be made invalid solely by any changes in the ~~2007-2009~~ 2009-2011 Agreement.
- ~~3~~-2. Any act or omission by any administrator which occurred prior to the date of execution of the ~~2007-2009~~ 2009-2011 Agreement shall not be considered a basis for a valid grievance solely because of alleged violations of the ~~2007-2009~~ 2009-2011 Agreement, but shall be the basis for a valid grievance, if filed in a timely fashion, if the allegation is that there was a violation of the ~~2005-2007~~ 2007-2009 Agreement in effect at that time.