

LETTER OF UNDERSTANDING CROSS ROSTERING

This Letter of Understanding is entered into by and between the Minnesota State Colleges and Universities (MnSCU) and the Inter Faculty Organization (IFO), collectively referred to as "the parties," for the purpose of clarifying the parties' interpretation and application of the cross rostering provisions of Article 29, Section C, of the IFO/MnSCU collective bargaining agreement (IFO Agreement.)

WHEREAS, a dispute has arisen regarding the interpretation and application of the following language from Article 29, Section C, in connection with rostering changes made at Southwest Minnesota State University (SMSU), effective March 1, 2010:

In addition to seniority in the current assignment, the roster shall indicate other departments or programs in which the faculty member is credited with three (3) full academic years of continuous service

; and

WHEREAS, it is in the interests of both parties to resolve such disputes prior to retrenchments pending on multiple campuses; and

WHEREAS, the parties desire to address the disputed interpretation of Article 29, Section C, by amending the language of the IFO Agreement;

NOW THEREFORE, the parties hereby agree to amend Article 29, Sections B and C, as follows:

Section B. Application.

Subd. 1. For purposes of layoff (see Article 23), seniority may be exercised only in the department or program in which the faculty member is serving at the time of retrenchment or in any department or program in which the faculty member has served at least three (3) full academic years as described in Section. C, Subd. 2, below.

In the event a faculty member is laid off and meets the three (3) years of service requirement provided herein in more than one department or program, in the university in which he/she is serving, he/she shall be entitled to be assigned to such department or program as determined by the President. If two (2) or more faculty members have equal seniority, then those with greater length of tenured service, shall have priority for retention. Should faculty members still be equal in seniority, then those with

greater length of total service in the university shall have priority in retention.

Beyond this the decision of which person to retain will be made on the basis of programmatic needs of the university as determined by the President.

Faculty members returning from non-bargaining unit positions to the bargaining unit shall have their seniority restored to a level earned at the time they left the appropriate unit. Such seniority shall include employment service rendered prior to March 9, 1976, if such employment service qualified as seniority pursuant to the Minnesota State University Board Rules and Regulations which were in effect March 9, 1976.

. . .

Section C. Seniority Roster. A seniority roster shall be posted and sent to the Association by the President/designee on or before November 1 and March 1 of each year.

Subd. 1. Roster Format. The roster shall be published in a uniform, systemwide format and shall provide the following information:

- 1a. Names of tenured faculty member(s),
- 2b. Names of other faculty members, by type of appointment (probationary, fixed-term, non-tenure track),
- 3c. Full or part-time (if part-time, percentage),
- 4d. Date of initial employment,
- 5e. Date of tenure (if applicable),
- 6f. Years of seniority (if applicable).

Subd. 2. Cross Rostering. In addition to seniority in the current assignment, the roster shall indicate all other departments or programs in which the faculty member is credited with three (3) full academic years of continuous service. Satisfying the three year continuous service requirement shall be known as "cross-rostering" and shall be determined as set forth below.

a. Cross Rostering Service Credit.

1. To earn a year of service for purposes of cross rostering, a faculty member must teach at least 12 semester/18 quarter credits (11 semester/16 quarter credits for Metropolitan State University

faculty) in the department or program in which cross-rostering service credit is sought during the relevant year or nine-month appointment. For faculty members whose total teaching load exceeds a full teaching load in the applicable time period, the threshold is 50% of the total credits taught or 15 semester/22 quarter credits (13 semester/20 quarter credits for Metropolitan State University faculty), whichever is less. Faculty members with non-teaching assignments must work at least 50% FTE in the department or program in which cross rostering service credit is sought.

2. Except as otherwise provided in a written agreement between the Vice-President/Provost/designee and the faculty member, reassigned time, including service as chair, will be treated as work in the department or program to which the faculty member is assigned at the time the work is performed.
3. Faculty work compensated at the summer session, alternative session rate per Article 13, or the miscellaneous instructional categories rate per Article 10 Section A, Subd. 6, shall not be counted in any cross-rostering analysis.

b. Applicable Year for Calculation of Cross Rostering Service Credit.

1. Satisfaction of the credit or 50% FTE threshold shall be calculated on the basis of full academic years (excluding summer sessions and alternative sessions) rather than upon a quarter-by-quarter or semester-by-semester basis.
2. For faculty on nine-month appointments, satisfaction of the credit or 50% FTE threshold shall be calculated on the basis of the faculty member's full nine-month appointment and may include summer sessions or alternative sessions if such sessions are part of a faculty member's regular assignment during the nine-month appointment.

c. Continuous Years of Service.

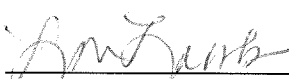
In order to qualify for cross rostering, faculty must meet the credit or 50% FTE threshold specified by Subd. 2(a) for any three continuous academic years (or continuous nine-month appointments for nine-month faculty). Except as otherwise provided in this subdivision, failure to meet the threshold during any academic year (or nine-month appointment year) shall constitute a break in the continuous service required for cross-rostering (i.e., shall restart the clock for qualification for cross rostering).

d. Temporary Suspension of the Cross Rostering Service Clock.


1. Leaves granted pursuant to Article 17, Section A (sick leave), Article 17, Section C (military leave), Article 17, Section G (paid training leave), Article 18, Section A, Subd. 1 (general leave), Article 18, Section A, Subd. 2 (educational leave), Article 18, Section B (parental leave) or Article 19, Section C (sabbatical leave) of the IFO Agreement shall not cause a break in the continuous service required for cross-rostering (i.e., shall suspend the running of the clock for purposes of accrual of cross rostering service credit).
2. Union release time totaling 9 or more semester/14 quarter credits per relevant year (8 semester/12 quarter credits for Metropolitan State University Faculty) granted pursuant to Article 6, Section H, shall also suspend the running of the cross rostering service clock.
3. Administrative leaves granted pursuant to Article 18, Section A, Subd. 3, shall suspend the running of the cross rostering service clock for up to two years. If the administrative leave extends beyond two years, the cross rostering clock shall be restarted as described in Subd. 2(c).

Subd. 3. Roster Corrections. Disputes concerning the accuracy of roster information must be filed with the President's designee within twenty (20) calendar days of publication of the roster. Time limits shall not apply to the correction of clerical errors. Should there be no satisfactory resolution within twenty (20) calendar days of the alleged inaccuracy, the faculty member shall have the right to file a grievance in accordance with the provisions of Article 28.

FOR THE EMPLOYER

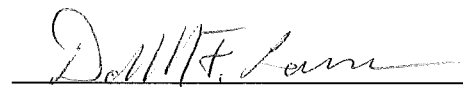
 3/24/11

Lori Lamb (Date)
MnSCU Vice Chancellor
for Human Resources

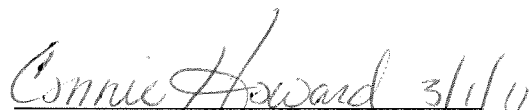


Christopher Dale (Date)
MnSCU System Director
for Labor Relations

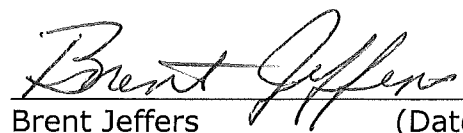
FOR THE UNION



Donald Larsson (Date)
IFO President

 3/1/11

Connie Howard (Date)
IFO General Counsel



Brent Jeffers (Date)
IFO Negotiating Team Chair