

SUMMARY OF LANGUAGE CHANGES IN
2019-2021 IFO / MnSCU TENTATIVE SETTLEMENT

Pronouns will be gender neutral throughout contract.

Article 5, Section A, Subd. 10 (Definition of Days)

Clarifies that “days” as used throughout the Agreement excludes Saturdays, Sundays, and legal holidays; except in Article 35 (Insurance), in which “days” means calendar days with no exclusions for weekends and holidays.

Article 5, Section A, Subd. 21 (Definition of Immediate Family)

Expands definition of immediate family to include domestic partner for purposes of sick and bereavement leave.

Article 10, Section A, Subd. 1.f (Program Suspension or Closure)

When programs are suspended or closed, faculty will be compensated for servicing students during a teach-out of the closed/suspended program.

Article 10, Section B (Workload for Faculty in the Library, Counseling Center, Student Teacher and Intern Supervision, and Laboratory School Teaching/Supervision)

References to “non-teaching” faculty are removed throughout Section B, and references to “librarians” in Subdivision 1 are changed to “Library/Media Faculty.”

Article 10, Section G, Subd. 4.e (Compensation of Coaches)

Prohibits a reduction in the nine-month base salary of a head coach who is being renewed.

Article 10, Section G, Subd. 9 (Renewal of Coaches)

For head coaches who are being renewed, the minimum athletic appointment for renewal changes from a 2-year to a 3-year minimum appointment, and a one-time option is added for renewal for two years to be permitted only once during a coach’s employment.

Article 10, Section J, Subd. 4 (PIF for Community Faculty)

Community faculty will be eligible to receive professional improvement funds throughout any fiscal year in which they are assigned to teach more than 3 credits or more than one course during the academic year.

Article 10, Section J, Subd. 6.c Appointment (Senior Status for Community Faculty)

Community faculty who have taught ten or more semesters (excluding summer session) with Metropolitan State University shall be assigned to the rank of Senior Community Faculty.

Article 11, Section A, Subd. 1 (Salaries, Returning Faculty)

The separate salary schedules for Instructors and for Professors set forth in Section R (of Article 11) will be merged into one schedule, beginning in FY2021.

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Article 11, Section A, Subd. 3 (Salaries, Returning Faculty)

As part of the implementation of merging the salary schedules for Instructors and for Professors in FY2021, Instructors who are in the bargaining unit in FY2020 who return in FY2021 will be moved to the step on the merged salary schedule that is numerically 5 steps lower than the step held in FY2020; and faculty in the rank of Assistant, Associate, and Professor in the bargaining unit in FY2020 who return in FY2021 at the same rank will be moved to the step on the merged salary schedule that is numerically 8 steps higher than the step held in FY2020.

Article 11, Section C, new Subd. 2 (Faculty Who Provide Early Notice of Retirement)

As part of the implementation of merging the salary schedules for Instructors and for Professors in FY2021, a new subdivision 2 provides for the continuation of the one-time payment of \$1490 prorated by FTE for faculty in the rank of Instructor who cannot receive early notice of retirement steps provided in this section because they are at the maximum salary allowed on the salary schedule.

Article 11, Section E, new Subd. 2 (Service at the Top of the Salary Schedule)

As part of the implementation of merging the salary schedules for Instructors and for Professors in FY2021, a new subdivision 2 provides for the continuation of the payment of the equivalent of a two-step salary adjustment for faculty who have been at the maximum salary allowed on the salary schedule for 5 consecutive years without a salary adjustment.

Article 11, Section F (Death in Service)

Domestic partners of faculty members are added to the provision for the payment of the balance of salary to a spouse in the case of the death of a faculty member before they are eligible for employer provided life insurance.

Article 11, Section L, new Subd. 2 (Minimum Salary Placement and Maximum Salary Placement for rank of Instructor)

As part of the implementation of merging the salary schedules for Instructors and for Professors in FY2021, a new subdivision 2 provides for the continuation of the minimum step placement for faculty members in the rank of Assistant, Associate and Professor, to be numerically 8 steps higher on the merged salary schedule in FY2021 (consistent with the step placements that are numerically 8 steps higher for returning faculty in the ranks of Assistant, Associate, and Professor per Article 11, Section A, Subd. 3).

Article 11, Section M, Subd. 3 (Adjunct/Community Faculty New Employee Orientation)

Where orientation is provided for new hires, faculty in Adjunct and Community Faculty appointments may be compensated to attend through payment of a stipend, with the amount of the stipend to be determined after meeting and conferring with the local association.

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Article 11, Section Q (Counter-Offers)

Universities may adjust the base salary up to six steps of a current probationary or tenured faculty member who provides proof of an offer of prospective employment at another accredited four-year college or university outside of the MinnState system at a higher salary. Faculty are limited to two such adjustments pursuant to this section throughout their employment within MinnState, and the university shall provide written notice to the Faculty Association when salary adjustments are made under this section. When faculty salaries are adjusted as provided in this section, the joint IFO MinnState Salary Review Committee will have the discretion to choose to include these faculty in salary studies or as comparators for reviewing and setting salaries of other faculty.

Article 11, Section R (Salary Schedule Simplification)

The separate salary schedules for Instructors and for Professors are merged into one schedule, beginning in FY2021.

Article 15, Section C (Supplemental Retirement)

The language specifying that an employee's contributions and matching employer contributions of 5% of annual salary paid after the first \$6,000 to a supplemental retirement account begin in a faculty member's third year of employment will be removed to allow flexibility to improve Supplemental Retirement benefits if there are legislative changes to the supplemental retirement statutes. Current Minnesota Statutes already require that employee contributions and matching employer contributions of 5% of annual salary paid after the first \$6,000 to a supplemental retirement account begin in an employee's third year of employment, so the elimination of this language from our contract will not change the current supplemental retirement benefit. However, the contractual language change will allow the IFO, together with other unions, the opportunity to ask the Legislature for improvements in the Supplemental Retirement Plan.

Article 17, Section A, Subd. 5 (Sick Leave)

Defines immediate family for purposes of sick leave as including domestic partners, per the expanded definition in Article 5, Section A, Subd. 21.

Also expands use of sick leave to arrange for the care of the parents of a faculty member's spouse to include arranging care for the parents of a faculty member's domestic partner.

Article 17, Section B, Subd. 1 and 2 (Bereavement Leave)

Expands the use of bereavement leave for immediate family as defined Article 5, Section A, Subd. 21 to include domestic partners, and to include daughter-in-law and son-in-law. Clarifies that bereavement leave for immediate family will *not* be deducted from sick leave.

Also, clarifies that bereavement leave for a decedent in the immediate family of a faculty member's spouse /domestic partner will be deducted from sick leave.

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Article 17, Section B, Subd. 3 (Bereavement Leave Extension)

Extends bereavement leave up to 5 additional days in cases where extended travel is required, and, permits additional leave time to be granted for other extenuating circumstances warranting additional leave time. Extended bereavement leave will be deducted from sick leave.

Article 19, Section A, Subd. 4 (PIF for Adjuncts)

Adjunct faculty will be eligible to receive professional improvement funds throughout any fiscal year in which they are assigned to teach more than 3 credits or more than one course during the academic year.

Article 19, Section C (Sabbatical Leaves)

Allows a full year sabbatical leave to be taken starting in spring semester and continuing through the following fall semester (currently, full year sabbaticals must start in fall semester and continue in spring semester of the same academic year).

Article 20, Section H, Subd. 4 (Chair's Term)

Provides for an automatic one-year extension of a faculty member's probationary period for serving as chair for two years during a probationary period, though a faculty member may decline the extension.

Article 21, Section B (Appointment of Faculty)

Eliminates obsolete language in Section B providing that faculty who begin mid academic year will be considered as having begun at the start of the year for reappointment, tenure and promotion and holds Section B in reserve. (Language made obsolete in part by change in Article 21, Section E, Subd. 6.b.4.)

Article 21, Section E, Subd. 3 (Senior Status for Adjunct Faculty)

Adjunct faculty who have taught ten or more semesters (excluding summer session) with a MinnState University shall be assigned to the rank of Senior Adjunct Faculty.

Article 21, Section E, Subds. 6.b.1, 6.b.2 (Probationary Period Extensions, for service as chair and for birth or adoption)

Provides for an automatic one-year extension of a faculty member's probationary period for serving as chair for two years and for the birth or adoption of a child. A faculty member may decline the extension. (Currently, a faculty must request the extension to receive it.)

Article 21, Section E, Subd. 6.b.3 (Probationary Period Extensions, for medical reasons)

Clarifies that a faculty member may request a one-year extension of their probationary period for reason of the faculty member's medical leave, or for reason of the need to provide medically necessary care for a family member as defined by FMLA.

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Also, expands the ability of a probationary faculty member to request a one-year extension of probation to include the reason that the faculty member needs to provide medically necessary care for a domestic partner.

Requires that requests for a probationary period extension for medical reasons must be made within 9 months of the commencement of the medical leave or the medically necessary care.

Article 21, Section E, Subd. 6.b.4 (Probationary Period Calculation for Partial Year of Service)

The first partial year of service for probationary faculty who begin employment midway through an academic year will no longer count towards the five-year probationary period, giving the probationary faculty member five full years to achieve tenure.

Article 22, Sec. D, Subd. 4 and Art. 22, Sec. E, Subd. 4 (PDP and PDR Record Keeping)

Provides parallel language on record keeping for the Professional Development Plan (PDP) and the Professional Development Report (PDR) to make it clear that written comments on PDPs and PDRs provided to faculty are kept in the faculty member's personnel file, and, to clarify that the dean's comments on a PDR go back to the faculty member, not to the chair.

Article 27, Section G, Subd. 3 (Tuition waiver)

Expands tuition waiver benefits to include eligibility for domestic partners of faculty.

Article 31, Section B (Transfers, Between Universities)

Faculty who request to transfer from one state university to a vacant position at another state university will no longer have their applications reviewed first before other applications for the vacancy are reviewed.

Article 31, Section C (Transferred Rights)

Clarifies the language regarding the seniority of faculty who transfer from one MinnState university to another MinnState university by eliminating irrelevant language providing that names of transferred individuals are added to departments or program one year after transfer.

Appendix D (Definition of Domestic Partner)

Eliminates the requirement of "same sex" relationships from the definition of Domestic Partner, so that the definition of domestic partner is expanded to include all gender relationships.