COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

REGENTS OF THE UNIVERSITY OF MINNESOTA

AND

UNIVERSITY EDUCATION ASSOCIATION

Effective

July 1, 2023, through June 30, 2026

DULUTH SECTION

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Agreement 101
Regents of the University of Minnesota Resolution Related to 102

001.000 INTRODUCTION

This Agreement is made and entered into this ninth day of May, 2024, by and between the Regents of the University of Minnesota ("Regents") and the University Education Association. The purpose of this Agreement is to establish a formal understanding in order to promote a harmonious and constructive relationship between the Regents and the University Education Association acting on behalf of the faculty members of Unit 9. Through this Agreement the Regents and the University Education Association intend to establish equitable and peaceful procedures for maintaining and implementing this Agreement and seek to maintain and improve the quality of instructional, research and related programs offered at The University of Minnesota.

002.000 DEFINITIONS

002.100 Terms Used Throughout Agreement. The following terms shall have the following meanings when used in this Agreement:

002.110 Association. "Association" means the University Education Association.

002.120 Certified Unit. "Certified Unit" means the portion of the outstate instructional unit established by the Minnesota Public Employment Labor Relations Act, as amended ("PELRA"), for which the Association has been certified as the exclusive representative by the Director of the Bureau of Mediation Services of the State of Minnesota.

002.130 Employer. "Employer" means the Regents of the University of Minnesota.

002.140 Principal Administrator. "Principal Administrator" means a dean, director or similar principal officer at UMD so designated by the Chancellor. "Principal Administrator" means a department head or similar principal officer at UMC so designated by the Chancellor. A Principal Administrator shall have responsibility and authority as delegated by the Chancellor.

002.150 Member (UMD). "Member" means a Member of the Certified Unit. Members shall include faculty appointed to a Regular Appointment and Term Appointment (see definitions 002.161 and 002.164) who meet the PELRA employment eligibility requirements of more than thirty-five percent (35%) time and longer than sixty-seven (67) days per calendar year.

002.160 Faculty Ranks. The faculty ranks are Professor, Associate Professor, Assistant Professor and Instructor.

002.161 Regular Appointment. Appointments to faculty rank which carry Indefinite Tenure or are tenure-track (also called probationary) are called Regular Appointments.

002.162 Indefinite Tenure. The right to continued employment, subject to removal only for one (1) or more of the following reasons:

(a) Cause;

(b) Retirement; or

(c) Layoff, subject to the provisions of Section 280.000 of this Agreement.

002.163 Tenure-track (also called Probationary) Appointment (UMD). An appointment at any faculty rank (see 002.160) leading to a decision concerning Indefinite Tenure within a specified period of time.

002.164 Term Appointment (UMD). Term appointments to faculty rank are date specific: that is, the appointment terminates at the end of a period specified in the appointment without further notice. A term appointment creates no right or presumption of a right to reappointment or to an appointment with Indefinite Tenure.

002.165 Adjunct, Clinical, Visiting Prefixes to Faculty Rank (UMD). Adjunct, Clinical, and Visiting faculty members hold term appointments. They are not Members of the Certified Unit.

100.000 RECOGNITION AND RIGHTS OF ASSOCIATION

101.100 Association Rights (UMD). Pursuant to PELRA, the Employer recognizes the Association as the exclusive representative of the Members. The Employer shall not meet and negotiate or meet and confer with any employee or any group of employees who are at the time designated as Members, except through the Association.

101.300 Recognition of Association. The Employer shall not aid, promote, or finance any group or organization which seeks to engage in collective bargaining on behalf of the Members covered by this Agreement.

101.400 UNIVERSITY FACILITIES AND SERVICES

101.410 Bulletin Boards (UMD). By mutual agreement, one (1) centrally located bulletin board in each academic building in which Members have offices or use instructional space shall be designated and labeled to be for Association use. The Association shall be permitted the use of these bulletin boards for posting notices pertaining to the conduct of Association affairs.

101.420 Campus Mail Service (UMD). The Employer shall permit the Association to use the campus mail for the delivery of materials connected with the Association's conducting its business to its Members. The Association shall pay the Employer the established charge for users of the campus mail service. However, the Chancellor or their designee, may allow such use without charge. If such free use is granted on a given occasion it shall not serve as a precedent or confer any right to free use on any subsequent occasion. Mail from the Association to the Employer shall be carried in the campus mail free of charge.

101.430 Office Space (UMD). The Employer shall rent to the Association office space at UMD at the lowest established rental rate for renters on a space available basis, taking into account the Employer's previously scheduled use of space by others.

101.440 Parking Space. The Employer shall provide the Association three (3) “Gold” parking spaces as they become available on the UMD campus for the exclusive use of the Association, which shall be paid for by the Association at established rates.

101.450 Room Use. The Association shall have the right to use general purpose and meeting rooms for Association business, at reasonable times when such rooms are not otherwise in use, without charge. Reservations for use of rooms shall follow the normal room scheduling procedure.

101.460 Other Facilities, Services and Equipment. The Employer shall permit the Association to use other facilities, services and equipment to the same extent that the Employer permits other business associations to make use of those facilities, services and equipment. The Association's use of these facilities, services and equipment shall not interfere with the Employer's use of those facilities, services and equipment for its own purposes or with the Employer's previous scheduling of such use by others. The Association shall pay the Employer the lowest established charge for users who pay for the use of those facilities, services, and equipment. However, the Chancellor, or their designee, may allow the Association such use free of charge. If such free use is granted on a given occasion it shall not serve as a precedent or confer any right to free use on any subsequent occasion.

101.500 INFORMATION AND DATA

101.510 Collective Bargaining Information. Upon request, the Employer shall provide the Association with all information which the Employer is required to provide pursuant to PELRA, necessary to permit the Association to meet and negotiate with the Employer and shall provide the Association with all information necessary to implement and enforce this Agreement.

101.520 Regents' Agenda and Minutes. The President of UEA shall receive a copy of all public Regents' agenda in advance of meetings and minutes of all public meetings of the Regents.

101.540 Information on University Positions. The Employer shall provide Members access to information on approved, posted, available academic and administrative University positions.

101.550 Cost. The Employer shall bear the cost of complying with Section 101.500.

101.700 ACCESS TO AGREEMENT

101.710 Employer Responsibility. The Employer shall print copies of this Agreement, and shall provide one hundred (100) copies of this Agreement to the Association within sixty (60) days of ratification. The Employer shall make this agreement available online within thirty (30) days of ratification.

101.720 Cost. The Employer shall bear the cost of complying with Section 101.700.

101.800 RELEASED TIME

101.810 Time for Negotiation (UMD). Upon the request of the Association and upon such conditions as may be reasonable, the Employer shall permit Members whom the Association has elected or

appointed to meet and negotiate with the Employer to be released from the normal duties of their employment to permit them to do so, in accordance with Section 101.800.

101.820 Procedure (UMD). If the Association wishes to exercise the rights established by Section 101.810 and if the Association's exercising those rights interferes with the Member's performing their duties to the Employer, the Member shall submit a request to the Principal Administrator of the academic unit in which they are employed. The Member shall submit their request no later than seven (7) days prior to the date on which they propose to commence the exercise of those rights, except under unusual circumstances. Unless the Principal Administrator identifies in writing compelling reasons relating to the instructional needs of the Employer and subject to Section 101.830, the Principal Administrator shall grant the Member's request if it is for a purpose set forth in Section 101.810. Unless the Principal Administrator identifies in writing compelling reasons relating to the instructional needs of the Employer, the Principal Administrator shall adjust, upon request, a Member's class schedule when the Member has been appointed or elected to perform the rights established in Section 101.810.

101.830 Paid Leave (UMD). In the event the Member is to be relieved of their duties to meet and negotiate with the Employer, any leave granted for such purpose shall be with pay for up to two (2) days of the leave in each calendar week. All other days of leave for purposes of Section 101.800 shall be without pay.

101.840 Time for Union Officers and for Contract Administration (UMD). Upon the request of the Association and upon such conditions as may be reasonable, the Employer shall permit officers, Lead Negotiator, Grievance Official, or Contract Administrator of the Association to be released from portions of their normal teaching duties to perform duties necessary for the Association. Any Member released from their normal teaching duties pursuant to this Section 101.840 shall not be released from any other duties of their position as set forth in this Agreement or any applicable University policy.

101.850 Procedure (UMD). If the Association wishes to exercise the rights established by Section 101.840, the UEA Contract Administrator shall submit a request to the campus contract manager. The UEA Contract Administrator shall submit their request no later than April 15 for the subsequent Fall Semester and October 1 for the subsequent Spring Semester. Unless the appropriate Principal Administrator identifies in writing compelling reasons relating to the instructional needs of the Employer the request shall be granted if it is for a purpose set forth in Section 101.840. Unless the Principal Administrator identifies in writing compelling reasons relating to the instructional needs of the Employer, the Principal Administrator shall adjust, upon request, a Member's class schedule to allow the Member to perform the duties established in Section 101.840.

In the event the Employer grants the Association's request to exercise the rights set forth in Section 101.840, the Association shall pay the Employer the greater of the current Continuing Education rate or three (3.00%) percent of each Member's base salary for each credit of teaching assignment from which the Members are released up to the limit of an annual average of sixteen (16) credits. This provision may be utilized only during a Member's regular academic appointment.

101.900 LOCATION OF SESSIONS

After the date upon which this Agreement is executed and unless the Employer and the Association mutually agree otherwise, all meet and negotiate and all meet and confer sessions shall be held at UMD and/or UMC, or via a virtual meeting platform.

103.000 HARASSMENT AND DISCRIMINATION

103.100 Employee and Student Rights. The Employer and the Association agree that all employees of the Employer and students are entitled to freedom from harassment and discrimination.

103.200 Prohibited Conduct. The Employer and the Association agree that all University members are prohibited from engaging in, or assisting or abetting another's engagement in sexual assault, sexual harassment, relationship violence, stalking, discrimination on the basis of a protected characteristic, and related retaliation (collectively "prohibited conduct") in alignment with University policy as set forth in the definitions of prohibited conduct at www.policy.umn.edu.

These policies, in their current form, also set forth:

1. Resources and rights for complainants and respondents
2. Supportive measures for complainants
3. Reporting and other obligations related to prohibited conduct
4. Title IX requirements related to alleged prohibited conduct
5. Informal problem-solving processes
6. Investigation procedures

103.300 Commitment. Procedures and responsibilities of the employer are noted in the aforementioned prohibited conduct policies. The Employer and the Association affirm a joint commitment to the following:

1. Take prompt and equitable action to eliminate, prevent, and address the effects of prohibited conduct;
2. Foster a trusting environment where prohibited conduct is not tolerated;
3. Cultivate a climate where all persons are well-informed and supported with respect to reporting prohibited conduct;
4. Uphold a fair and impartial process that treats all participants with dignity.

103.400 Applicability. Section 103.000 shall apply to:

(a) University students, whether enrolled full time or part time, for credit or non-credit courses.

(b) University employees as defined by Board of Regents policy including, faculty, academic professionals, academic administrators, professionals in training (including postdoctoral associates), civil service staff, union-represented staff, graduate assistants, student workers, temporary employees, as well as fellows, temporary employees, and third parties serving in instructional roles at the University.

(c) Third parties who are engaged in any University activity or program or who are otherwise interacting with the University including, but not limited to, volunteers, contractors, vendors, visitors, and guests.

103.500 Discipline Related to Harassment and Discrimination. Any discipline rendered to a Member on the basis of harassment and discrimination will follow the procedures set forth in Section 1000.000 of this agreement.

104.000 MANAGEMENT RIGHTS

Except as expressly limited by this Agreement or by law, the Employer and the Association agree that the Employer reserves all rights and privileges heretofore exercised by the Employer or granted to it by law including, but not limited to, the following:

(a) The enactment of laws for the governance of the University of Minnesota;

(b) The appointment of officers for the University of Minnesota;

(c) The establishment of educational policies for the University of Minnesota;

(d) The establishment and direction of courses of instruction at the University of Minnesota;

(e) The setting of the budget for the University of Minnesota;

(f) The declaration of a Fiscal Emergency;

(g) The administration of the University of Minnesota;

(h) The selection, direction, number, assignment, evaluation and promotion of Members and other faculty members;

(i) The adoption and enforcement of work rules and regulations applicable to Members and other employees at the University of Minnesota;

(j) The utilization of technology; and

(k) The organizational structure of the University of Minnesota.

105.000 EQUAL OPPORTUNITY

105.100 Employer Responsibility. The Employer accepts its responsibility to ensure equal opportunity in all aspects of employment for all Members regardless of race, color, creed, religion, national origin, gender, marital status, physical or other disability, age, veteran's status, political belief or affiliation, membership or non-membership in any employee organization, status with regard to public assistance, sexual orientation, place of residence or personal life away from the institution.

The Employer shall not interfere with the right of a Member to become or not to become a member of the Association and shall not discriminate against, interfere with, restrain or coerce any Member because of their membership or non-membership in the Association or because of their activity in an official capacity on behalf of the Association which is in accordance with the provisions of this Agreement. With respect to Members, the Employer agrees to implement all programs of affirmative action required by federal or state law, regulation, guideline or policy. The absence of such laws, regulations, guidelines or policies shall not relieve the Employer of its responsibility to promote actively the equality of opportunity for all Members.

105.200 Association Responsibility. The Association accepts its responsibility as exclusive representative and agrees to represent all Members without discrimination as to race, color, creed, religion, national origin, gender, marital status, physical or other disability, age, veteran's status, political belief or affiliation, membership or non-membership in any employee organization, status with regard to public assistance, sexual orientation, place of residence or personal life away from the institution.

106.000 DUES CHECK OFF

106.100 Dues Check Off.

106.110 Right to Dues Check Off. Members who are members of the Association shall have the right to request that dues payable to the Association be checked off by the Employer.

106.120 Dues Check Off Procedure. Any Member who wishes to exercise their right to dues check off shall present a written request to the Association. The Association shall forward the request to the Employer at least ten (10) days prior to the end of the payroll period in which the dues check off is requested.

106.300 Periodic Deductions (UMD). The Employer shall make equal monthly dues check offs for all Members from whom such deductions are made.

106.400 Payments of Dues to the Association. The Employer shall remit dues which have been checked off pursuant to written request to the Association, except as otherwise provided by PELRA. The Employer shall transmit the aggregate of the dues checked off and an itemized statement of those dues to the Association no later than fifteen (15) days after the end of the payroll period during which the dues were checked off.

106.500 Indemnification.

106.510 Protection. The Association agrees to defend, save harmless and indemnify the Employer against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken in accordance with the provisions of this Section 106.000. The Association shall not be liable to the Employer for any fines, penalties, or punitive damages for which the Employer may be adjudged to be liable.

106.520 Provision of Counsel. In the event that any claim or action is brought against the Employer because of the Employer's act or omission which occurred while the Employer was

implementing the provisions of this Section 106.000, the Association shall provide counsel and such other assistance as may be required to provide a defense to the Employer. The Association shall have the right to choose counsel and to determine the course of the defense.

106.530 Cooperation. The Employer shall cooperate with the Association and its counsel in the investigation and defense of any claim or charge for which the Employer may claim a right to a defense or for indemnification.

107.000 FACULTY INDEMNIFICATION

107.100 Protection Described; Persons Covered. Subject to paragraphs 107.200 and 107.300 below, the Regents of the University of Minnesota shall defend, save harmless and indemnify any Member against any threatened, pending or completed action, suit or proceeding, direct or indirect, whether civil, criminal, administrative, derivative or investigative, whether groundless or otherwise, wherever brought, arising out of an alleged act or omission occurring during their period of employment if the Member was acting within the scope of their employment or official capacity, against expenses, attorneys' fees, judgments, fines, penalties, punitive damages and amounts paid in settlement, actually and reasonably incurred.

107.200 Eligibility Criteria; Certain Conduct not Protected. To be eligible under this policy, a Member must have acted within the scope of their employment or official capacity, and, with respect to any criminal action or proceeding, the Member must have had no reasonable cause to believe their conduct was unlawful. There shall be no obligation either to defend or to indemnify in the event of malfeasance in office or willful or wanton neglect of duty or other actions. There shall also be no duty to defend or indemnify a Member with respect to an action brought by the Regents or their authorized representatives. Furthermore, this policy shall apply only in those cases where the Member seeking a defense and indemnification has given prompt written notice of the action, suit or proceeding to the Regents of the University of Minnesota, requested defense by the University and has provided complete disclosure and cooperation in the defense of the claim or demand.

107.300 Eligibility Determination. The determination of the eligibility of a Member to the protection described above shall be made by the President of the University after appropriate investigation. A determination of eligibility may include limitations or exceptions. The President shall make this determination in writing and provide a copy to the Member. The Member may grieve the President's determination of eligibility, and may initiate the grievance at Step Three.

107.400 Application of Law. The provisions of this section are in addition to and not in derogation of any other obligation, limitation, condition, notice provision, or restriction provided by law including, but not limited to, Minnesota Statute 3.372-736.

109.000 APPOINTMENT PAPERS

109.100 Reappointment. The Employer shall, except under unusual circumstances, provide each member with a notification that the notice of appointment is posted on the Employer’s internet/Web site. Such notification shall be provided to each Member at least one (1) month prior to the starting date of their appointment in each academic year if they have been appointed during a prior

academic year and is to be reappointed. The Employer shall also provide a notice of any applicable changes in the Regents Policy on Faculty Tenure that took effect subsequent to the Member's most recent prior appointment.

109.200 Initial Appointment. The Employer shall provide each person whom it appoints to become a Member a notification that the notice of appointment is posted on the Employer's internet/online web site. Such notification shall be provided within three (3) weeks after the newly appointed person's appointment becomes final by formal administrative action and by action of the Regents or their designee. This notice of appointment form shall contain a statement that the Member's appointment is subject to the terms of this Agreement. Information on access to a copy of this Agreement, a copy of the Regents Policy on Faculty Tenure with explanation of applicability, and the 7.12 statement for the Member's Department shall accompany the appointment notification.

110.000 WORK ASSIGNMENT

110.100 Intent of the Parties. The Employer shall not assign duties currently performed by Members to persons outside the Certified Unit for the purpose of reducing the size of the Certified Unit.

110.200 Changes in Work Assignment. The Employer may create new positions and assign to such positions or to existing positions some of the duties currently performed by Members. If this occurs, the Employer shall notify the Association at least thirty calendar days in advance so that the parties may discuss the rationale behind reassigning Certified Unit work and whether the new position should or should not be placed in the Certified Unit.

110.300 Bargaining Unit Clarification. If the parties disagree on whether the new position should be in the Certified Unit, the parties shall jointly submit the matter to the Bureau of Mediation Services for unit clarification in accordance with Bureau procedures.

111.000 GRADUATE STUDY

111.100 Eligibility. A Member, with the written agreement of their Principal Administrator, may pursue graduate degrees at any accredited institution which provides advanced degrees appropriate to the Member's respective field of specialization. If the Principal Administrator does not agree in writing, they shall state in writing to the Member their reasons for the refusal. Any Member who receives the Principal Administrator's written agreement to pursue a degree shall not be removed from their tenured or tenure track position during the period of time in which they have permission to pursue such degree.

111.200 Leave (UMD). If, in the opinion of the Principal Administrator, the Member's pursuing a graduate degree interferes with the Member's performing their duties to the Employer, the Member shall apply for uncompensated leave as provided in Section 640.000. Any Member taking an approved uncompensated leave to pursue a degree shall not be removed from their tenured or tenure track position.

111.300 Effect. If the Member is pursuing a graduate degree without leave, the time which elapses during such pursuit shall be included as part of the Member's probationary period, if any.

113.000 ACADEMIC FREEDOM AND RESPONSIBILITY (UMD)

113.100 No Limitation on Exposition of Subject. The Employer shall not impose any limitation upon a Member's freedom in the exposition of their own subject in the classroom or in addresses or publications. The Employer shall not place any restraint upon a Member's freedom in the choice of subjects for research and investigation undertaken on their own initiative. The Employer recognizes that each Member, when speaking or writing outside of the institution upon subjects beyond the scope of their own field of study, is entitled to the same freedom and is subject to the same responsibilities as attach to all other citizens but in added measure. Off the campus, Members enjoy the same rights as their fellow citizens to organize and join political associations and to express opinions.

113.200 Classroom Discussions Appropriate to Subject. No Member may claim as their right the privilege of discussing in their classroom controversial topics that are not pertinent to the course of study that is being pursued. A Member's mastery of their subject and their own scholarship are necessary qualifications for teaching. Each Member shall be responsible for their course of instruction, which responsibility includes a statement of course objectives and the means of fulfilling them. Thus, it is improper for a Member persistently and knowingly to intrude material which has no relation to the subject matter of their course or to fail to present the subject matter of their course. The Employer and the Association recognize that it is equally improper for those outside the University community to dictate what is to be taught.

113.300 Academic Misconduct. Academic misconduct for the purpose of this Section 113.300 shall mean the fabrication or falsification of data, research procedures, or data analysis; destruction of data for fraudulent purposes; plagiarism; abuse of confidentiality; or other fraudulent actions in proposing, conducting, reporting, or reviewing research or other scholarly activity. It is particularly important to distinguish academic misconduct from honest error and the ambiguities of interpretation that are inherent in the scientific and scholarly process but are normally corrected by further research.

113.310 Procedures. Investigation of any allegation of academic misconduct and/or consideration of discipline resulting from any such investigation shall follow the procedures set forth in Section 1000.000.

113.400 Canceling Class or Other Activities. Each Member shall have reasonable latitude to cancel a scheduled class or activity for reasons of presenting material more effectively or expressing the Member's conscience or conviction; but then, the Member has an obligation to arrange for a substitute or make-up instruction in a manner most convenient for all of their students.

113.500 No Employer Responsibility for Members' Statements. The Employer shall assume no responsibility for views expressed by Members; Members themselves shall, when necessary, make it clear that they are expressing only their personal opinions. A Member shall make reasonable effort to inform their listeners or readers that the opinions they expresses are their own, not those of the Employer.

113.600 Student Access to Faculty. A vital part of each Member's profession is their reasonable and ready accessibility to students since consultation with Members is not a student's privilege but every student's right.

114.000 NEPOTISM (UMD)

In selecting persons for employment, no restriction is placed on hiring persons related through affinity or consanguinity. However, conflict of interest must be avoided in making any employment related decision. This includes possible conflict of interest which may result from peer judgment, supervision or administrative review procedures. Especially, a Member shall not participate in making any employment related decision which would affect another Member to who they are related by blood, or is or has been related by marriage, or with whom they have, or have had, an intimate personal relationship.

A Member may disqualify themself from or/and may challenge the participation of another Member in an employment related decision on the basis of conflict of interest. If the challenged Member does not disqualify themself, the qualification will be determined by the Principal Administrator whose decision may be appealed through Step Two of Section 801.300.

201.000 PERSONNEL POLICIES (UMD)

201.100 Definitions.

201.110 Academic Year. "Academic Year" means the period which includes the fall and spring semesters during a single fiscal year.

201.130 Year of Service. "Year of Service" means employment during a single Academic Year which averages sixty-seven percent (67%) or more of full-time employment during a single Academic Year.

201.200 Rules of Construction. The following rules shall apply in determining the rights of a Member under Section 201.000.

201.210 Dual Titles. If a Member is appointed to a "managerial" or "confidential" administrative position (as defined in Bureau of Mediation Services certification notice, May 22, 1981; and PELRA 179.03 subd. 4(a), (b)), the Member shall not be covered by this Agreement for the duration of the managerial or confidential administrative appointment.

If a Member is appointed to any position other than the above, outside of the Bargaining Unit, the Member shall retain their rights under this Agreement provided that faculty duties constitute more than thirty-five percent (35%) time.

201.220 Tenure Residence. If a Member with a Regular Appointment is assigned to an academic unit other than a department or a programmatic area or to more than one (1) department or programmatic area then, in either case, one (1) department, programmatic area or other academic unit consistent with 280.110 shall be designated by the Employer as the department or programmatic area where the Member's Indefinite Tenure resides in the case of a Member with

Indefinite Tenure, or as the academic unit where the Member's Indefinite Tenure, if granted, shall reside in the case of a Member with a Probationary Appointment.

201.240 Administrators. If a Member is appointed to an administrative position, the administrative title and duties are distinct and severable from the appointment as a Member. Removal of a Member from an administrative position shall be at the discretion of the Employer.

201.250 Corrections. The Employer shall have the authority to correct clerical errors which appear in all documents which relate to Section 201.000.

201.260 Computation of Years of Service. For the purpose of computing the number of Years of Service, as that term is used in Section 201.130, exceptions shall be made for the reasons given in Sections 201.262, 201.264, and 201.266, with a collective maximum of three (3) Years of Service eligible to be excluded. For these purposes, Years of Service need not be consecutive. However, if a period of employment during a single Academic Year does not constitute a Year of Service as defined in Section 201.130, it shall not be aggregated with other such periods of employment to comprise a Year of Service.

201.262 Exception for Leave Without Pay or Working for Another Employer. Periods of time during which a Member is on an approved leave without pay or is working directly for another employer shall be excluded in computing Years of Service.

201.264 Exception for Parenthood. For Members on a Probationary Appointment, one (1) twelve (12)-month period (year) will be excluded from the computation of Years of Service on the occasion of the birth of that Member's child or the adoptive placement of a child with that Member. Notification of the birth or adoptive placement of the child must be made in writing within one (1) year of the event and no later than June 30 preceding the year a final decision would otherwise be made on an appointment with indefinite tenure for the Member. Whether the Member chooses to initiate the procedure for promotion and conferral of Indefinite Tenure (201.405) according to this modified computation OR according to their original Years of Service, the Member will be evaluated according to the same standards as other Members of the department/programmatic area and will not be held to a higher standard.

201.265 Definition of a Registered Domestic Partner. For the purposes of Section 201.266 and other sections, "domestic partner" shall be taken to mean a domestic partner of the same sex or of different sex that has been registered at any state or municipality. UMD Human Resources or other appropriate administrators may require documentation of this registration for purposes of executing provisions of this CBA.

201.266 Exception for Medical Reasons. A Member on a Probationary Appointment may request exclusion of one (1) twelve (12)-month period (year) from the computation of Years of Service for reasons related to the health of the Member or the Member's spouse or registered domestic partner, or the Member's children, or the parents of the Member or the Member's spouse or registered domestic partner. Exclusion of a year by this provision may occur no more than once. A Member wishing to use this provision shall submit a written application to the Principal Administrator. The Principal Administrator shall confer with the EVCAA and notify the Member in writing of the Employer's approval or disapproval of the Member's request within

thirty calendar days of receiving the Member's request. The Principal Administrator shall also identify to the Member, in writing, the reasons for the disapproval, if disapproved.

201.300 Members on a Term Appointment. Notwithstanding Section 002.164, the Employer may terminate a Term Appointment of any duration for cause at any time.

201.301 Re-Appointment Notices for Members on Term Appointments.

(1) Members on Term Appointments receiving a one (1) year appointment shall receive a notice of re-appointment no later than April 15.

(2) Members on Term Appointments who have been recommended and approved for a multiple year appointment, whether it is the Member's first multiple year appointment or a subsequent multiple year appointment, shall receive a notice of re-appointment no later than January 15.

201.302 Multiple Year Appointments for Members on Term Appointments.

(1) Eligibility Criteria for Multiple Year Term Appointments.
Members on Term Appointments are eligible to apply and be considered by the appropriate Principal Administrator for a multiple year appointment when all of the following criteria are met:

a) They are working at or near 1.0 FTE,
b) They have reached a minimum of five (5) years of service at the University,
c) They have a consistent record of highly effective teaching performance in the prior five (5) years,
d) The program has sustained or increased student demand,
e) The Member on a Term Appointment's continued teaching is critical to programmatic delivery.

(2) Dossier for a Member on a Term Appointment Seeking a Multiple Year Term Appointment. A Member on a Term Appointment shall assemble and submit a dossier by October 15 as part of the Multiple Year Term Faculty Appointment process. The process steps are listed in item (3) below. Dossiers shall include the following:

a) current curriculum vitae,
b) current position description, and
c) the five (5) most recent merit evaluations.

In the event the merit evaluations do not include substantive information regarding professional performance relating to the position, supplemental documentation shall be required.

(3) Steps in the Application Process for a Member on a Term Appointment Seeking a Multiple Year Term Appointment.

Step 1 Eligibility

The Member on a Term Appointment determines they have met the eligibility criteria for a Member on a Multiple Year Term Appointment as described in item (1) above. The Member on a Term Appointment assembles and prepares a dossier

as described in item (2) above, ensuring that all dossier items are consistent with collegiate standards.

Step 2 Application

If the Member on a Term Appointment has met all of the eligibility criteria listed in item (1) and they have completed their dossier as described in item (2), the Member on a Term Appointment shall submit a multiple year appointment application to the appropriate Department Head.

Step 3 Review and Consideration

a. The Department Head writes a letter of recommendation identifying how the candidate meets the criteria in (1) by October 25, which will be included as part of the application.
b. The Principal Administrator shall review the application along with the proposed collegiate funding and sustainability information for the appointment's duration.
c. The Principal Administrator, in consultation with the Department Head, shall determine whether the candidate's teaching is critical for programmatic delivery.

Step 4 Principal Administrator's Decision

The decision to award a multiple year term appointment to a Member on a Term Appointment rests solely with the appropriate Principal Administrator and the Principal Administrator's decision is final. The Principal Administrator may:

a) approve the Member on a Term Appointment for a multiple year appointment,
b) deny the multiple year appointment, or
c) defer a decision about a multiple year appointment to the next appointment year.

The options in Step 4 a-c notwithstanding, the Principal Administrator must make a reasonable effort to award multiple year term appointments.

The Principal Administrator shall document their decision rationale, convey their decision to the Department Head and the Member on a Term Appointment, and retain all documentation of the decision in the Member on a Term Appointment's personnel file.

If a Member on a Term Appointment does not receive a multiple year appointment due to budgetary reasons, the Member may reapply by October 15 of the subsequent academic year by notifying the Principal Administrator in writing of their request for a multiple year term appointment following the renewal process as outlined in (5) b) below.

(4) The Principal Administrator's decision for denial or deferral of any multiple year term appointment application is not grievable. The Member may bring a grievance alleging that the procedure for a Multiple Year Term Faculty Appointment described in this section 201.302 was not followed, except as otherwise provided in this Agreement.

Notwithstanding the process described here, the Employer may occasionally offer a Member or prospective Member on a Term Appointment a multiple year term

appointment even in the absence of a formal application (e.g., for recruitment or retention purposes).

(5) Renewal Process for a Member on a Multiple Year Term Appointment.

The renewal process is intended to validate the viability of the initial Member on a Term Appointment's multiple year term appointment application. As such, the renewal process requirements shall confirm and update the original submission materials.

a) Requirements. Candidates for renewal of a multiple year term appointment must continue to meet or exceed all eligibility criteria noted in 201.302 (1). The merit reviews from the years following the initial multiple year appointment shall be evaluated to ensure that the Member on a multiple year term appointment demonstrates sustained positive performance. Because financial, staffing, and curricular needs of a given collegiate unit are dynamic and can shift over time, renewed consultations with appropriate administrators shall be required.
b) Steps. The renewal process follows the same sequence as the initial process discussed in 201.302 (3), with the following exceptions:

i. The candidate may use the original submission, simply providing any substantive updates to the contents.

ii. A new letter from the Department Head/Programmatic Area Director either validating the initial application and affirming the Department's continued support for a multiple year appointment or describing the rationale for a change in status to the multiple year appointment shall be placed in the Member on a Term Appointment's personnel file.

(6) Timeline for a Member on a Multiple Year Term Appointment.
When a multiple year term appointment for a Member on a Term Appointment is granted or renewed, it becomes effective after completion of the current appointment. The new or renewed multiple year term appointment shall not exceed three (3) years. In the unusual circumstance of a multiple year term appointment exceeding three (3) years, EVCAA prior approval is required.

(7) Limitations.
Consecutive multiple year appointments do not create a continuing right to receive future term appointments of any length, nor do they create a right to a tenure track appointment.

201.310 Probationary Appointments. The maximum length of time which the Employer may employ a Member pursuant to a Probationary Appointment shall be seven (7) Years of Service. For purposes of this Section 201.310, when a Member on a Probationary Appointment with the title of assistant professor is hired and they have previously served on a Regular Appointment at another accredited college or university, up to three (3) years of such prior experience may be counted toward the maximum seven (7) Years of Service.

1. Assistant Professor

(a) If a Member who holds a Probationary Appointment with the title of assistant professor does not receive Indefinite Tenure on or before May 15 in their sixth Year of Service, their appointment shall terminate without further notice at the end of their seventh Year of Service.

(b) If such an assistant professor receives written notice of non-reappointment on or before June 15 of their first Year of Service, or upon their return to work from an approved leave of absence if this return occurs no later than October 1 of their second Year of Service, their appointment shall terminate without further notice at the end of their second Year of Service.

(c) If such an assistant professor receives written notice of non-reappointment on or before May 15th in either their second, third, fourth or fifth Year of Service, or upon their return to work from an approved leave of absence if this return occurs no later than October 1 of their next Year of Service, their appointment shall terminate without further notice at the end of their Year of Service next following the Year of Service in which notice was given.

2. Instructor

(a) If a Member who began their employment as an instructor on a probationary appointment does not receive a Tenure Appointment on or before May 15 of their sixth Year of Service, their appointment shall terminate without further notice at the end of their seventh Year of Service.

(b) If such an instructor receives written notice of non-reappointment on or before March 1 of their first Year of service, or upon their return to work from an approved leave of absence, their appointment shall terminate without further notice at the end of their first Year of Service.

(c) If such an instructor receives written notice of non-reappointment on or before December 15 of their second Year of Service, or upon their return to work from an approved leave of absence, their appointment shall terminate without further notice at the end of their second Year of Service.

(d) If such an instructor receives written notice of non-reappointment on or before May 15 of their third, fourth or fifth Year of Service, or upon their return to work from an approved leave of absence if this return occurs no later than October 1 of their next Year of Service, their appointment shall terminate without further notice at the end of their next Year of Service following the Year of Service in which notice was given.

3. Notwithstanding this Section 201.310, the Employer may terminate a Probationary Appointment for cause at any time.

4. In the case of appointments by special contract, the special contract shall govern the time periods for notification.

201.400 Procedure for Promotion and Conferral of Indefinite Tenure. For this Section 201.400, "Convener" refers to Department Head/Programmatic Area Director if they are an Eligible Voting Member as defined in Section 201.420. Otherwise, "Convener" refers to the Eligible Voting Member appointed as chair of the group of Eligible Voting Members or of the ad hoc committee. In instances where "Head" or "Department Head" is used, it refers only to the Department Head. “Day” means a calendar day other than one which has been designated an official holiday at the University of Minnesota.

201.405 Initiation of Departmental/Programmatic Area Process. A Member on a Regular Appointment may initiate the consideration of their promotion and/or conferral of Indefinite Tenure and a Member on a Term Appointment may initiate the consideration of their promotion by submitting a written request to the Principal Administrator on or before the 30th day of September of the Academic Year in question.

In the case of a Probationary Member who does not initiate the process for promotion or conferral of Indefinite Tenure and who has the title of instructor or assistant professor and is serving their sixth year of appointment, the Principal Administrator shall initiate the process and notify the member.

201.415 Distribution of Form. After the Probation, Tenure and Probationary Reappointment Readiness Form has been prepared and at least ten (10) calendar days before the Committee Meeting, the Convener shall distribute a copy of such Form to each faculty Member eligible to vote at the Committee Meeting and shall make the Member's File available for inspection to the "Eligible Voting Members."

201.420 Eligible Voting Members. In the case of conferring Indefinite Tenure, Eligible Voting Members means those Members who have Indefinite Tenure in the Member's Department. In the case of promoting, Eligible Voting Members means those Members who have Indefinite Tenure in the Members' Department and who are senior in rank to the Member in question. When there are not at least five (5) Eligible Voting Members in a Department, then Eligible Voting Members means those Members appointed by the Principal Administrator as provided in Section 201.425. In either case, Eligible Voting Members does not include those Members who are serving outside of the continental United States, or those Members on disability leave or formal medical leave.

201.425 Ad Hoc Committee. When there are not at least five (5) department Members eligible to vote on a Departmental recommendation for a Member, the Department Head and the Member shall each submit a list of up to five (5) names of Eligible Voting Members, as defined in 201.420, from other Departments to the Principal Administrator who shall appoint as many Members from the lists as needed to establish an Ad Hoc Departmental Committee with at least five (5) members, including all the Eligible Voting Members of the Department of the Member under consideration. The Principal Administrator shall choose Members from the lists whose experience and professional interests provide, in the Principal Administrator's judgment, an adequate measure of understanding of the Member's work so as to serve on an ad hoc committee for the purpose of making a Departmental recommendation as provided here.

201.430 Written Notice and Agenda. Written notice of and a written agenda for the Committee Meeting shall be distributed to the Eligible Voting Members by the Head at least four (4) calendar days before the Departmental Meeting.

201.435 Simple Majority of Quorum Required. No Committee recommendation shall be made without a majority vote of a quorum of the Eligible Voting Members. A quorum shall be two-thirds (2/3) of the Eligible Voting Members. If, for any reason, there is not a majority vote or there is not a quorum, the process here shall immediately proceed to the Principal Administrator and shall continue as provided in Sections 201.455 through 201.475.

201.440 Ballots and Tallying Ballots. Committee votes shall be by written, unsigned ballots. Two (2) of the Eligible Voting Members, designated by but not including the Convener, shall tally the votes.

201.445 Committee and Convener Reports to Principal Administrator. Within seven (7) calendar days after the Committee Meeting, the Convener shall prepare and forward to the Principal Administrator the original ballots contained in a sealed envelope, identifying on the envelope the Member's name and the date the ballots were cast. The Principal Administrator shall retain the original ballots for a period of at least three (3) years. The Convener shall also forward the Member's File to the Principal Administrator. At the same time the Convener forwards the ballots to the Principal Administrator, they shall prepare in writing and forward to the Principal Administrator and the Member the following:

(a) A statement of the recommendation, stating:

(i) the number of Eligible Voting Members;

(ii) the number of votes cast in favor of the recommendation;

(iii) the number of votes cast in opposition to the recommendation; and

(iv) the number of Eligible Voting Members present but abstaining.

(b) A statement of the Committee's recommendation identifying the reason(s) therefore.

(c) A statement of any minority recommendation, identifying the reason(s) therefore.

(d) A separate statement of whether the Convener agrees with the majority's recommendation and a statement identifying their reason(s) for such agreement or disagreement.

(e) In cases where the Head of the Department/Program or unit in which the Member's tenure or rank would be awarded is not an Eligible Voting Member, the Head will provide an independent evaluation of the Member's teaching and service to the Principal Administrator. The Head who is not an Eligible Voting Member may not review the Member's file, but should base the evaluation on materials in the Member's Academic Record File.

Items (a) through (e) shall become a part of the Member's File.

201.450 Right to Review and Supplement. For a period of ten (10) calendar days following the Member's receipt of items (a) through (e) as provided in Section 201.445, the Member shall have the right to review them and their File and shall have the right to supplement the File with written comments or documents, provided however, such supplemental comments or documents are accompanied by a written statement identifying at whose request such comment or document was prepared, who prepared it and the date of its preparation, all of which becomes part of the File.

201.455 Review and Recommendation by Principal Administrator. After the time period referred to in Section 201.450 has expired, the Principal Administrator shall review the Member's File.

The Principal Administrator, upon the Member's written request, shall confer with the Member before making their recommendation to the Executive Vice Chancellor for Academic Affairs (EVCAA). After their review and conference with the Member, if any, the Principal Administrator shall state in writing to the EVCAA whether they support or does not support the award of Indefinite Tenure and/or promotion for the Member and they shall state their reason(s) therefor. The Principal Administrator's recommendation, including the reason(s) for the recommendation, shall become part of the Member's File.

In case of no majority vote or lack of a quorum under Section 201.435, the Principal Administrator may request a statement from the Convener as to whether they support or do not support the Member's request and the reason(s) for such support or lack of support. If the Head is not a member of the Committee, the Principal Administrator may also request an independent evaluation of the Member's teaching and service by the Head of the Department in which tenure or rank would be awarded. In instances where the Head is not an Eligible Voting Member, they may not review the Member's file, but should base the evaluation on materials in the Member's Academic Record File. These statements, if provided, shall become a part of the Member's File and the Member shall have the right to review the statement and to prepare a written response which shall become a part of the Member's File.

201.457 Right to Review, Discuss and Respond. When the Principal Administrator has completed their written recommendation, they shall notify the Member of their recommendation in writing before forwarding the recommendation to the EVCAA. If the recommendation is to disapprove the request, the reason(s) therefore shall be included. The Member shall have a period of ten (10) calendar days from the date they are notified of the Principal Administrator's recommendation to meet with the Principal Administrator to discuss and review the recommendation. The Member shall have the right to prepare a written response related to the Principal Administrator's recommendation, and the Member's written response shall be forwarded to the EVCAA as part of the Member's File.

201.458 Review and Recommendation by EVCAA. After receipt of the Principal Administrator's recommendation and the Member's File, the EVCAA shall review the Member's File and shall state in writing whether they agree or disagrees with the Principal Administrator's recommendation and their reason(s) therefor. The EVCAA, upon the Member's written request, shall confer with the Member before making their recommendation to the Chancellor. After their

review and conference with the Member, if any, the EVCAA shall state in writing to the Chancellor whether they support or do not support the award of Indefinite Tenure and/or promotion for the Member and they shall state their reason(s) therefor. The EVCAA's recommendation, including the reason(s) for the recommendation shall become part of the Member's File.

201.459 Right to Review, Discuss and Respond. When the EVCAA has completed their written recommendation, they shall notify the Member of their recommendation in writing before forwarding the recommendation to the Chancellor. If the recommendation is to disapprove the request, the reason(s) shall be included. The Member shall have a period of ten (10) calendar days from the date they are notified of the EVCAA's recommendation to meet with the EVCAA to discuss and review the recommendation. The Member shall have the right to prepare a written response related to the EVCAA's recommendation, and the Member's written response shall be forwarded to the Chancellor as part of the Member's File.

201.460 Review and Recommendation by Chancellor. After receipt of the EVCAA's recommendation and the Member's File, the Chancellor shall review the Member's File and shall state in writing whether they agree or disagree with the EVCAA's recommendation and the reason(s) therefor. The Chancellor shall forward positive promotion and/or tenure recommendations, along with the Member's File, to the Executive Vice President and Provost for forwarding to the Board of Regents.

201.461 Right of Notice. The Chancellor shall notify the Member, the Principal Administrator, and the Convener in writing of their recommendations within seven (7) calendar days of the decision. If the recommendation is to disapprove the request, the reasons therefor shall be included.

201.463 Right to Meet and Discuss. If the recommendation of the Chancellor is to disapprove the request, the Member shall have the right to meet and discuss the recommendation with the Chancellor within ten (10) days of receiving the written notice described in Section 201.461.

201.470 Decision by Regents. The Member’s request and the Chancellor’s recommendation shall be forwarded by the Executive Vice President and Provost to the Regents for approval or rejection.

201.475 Notice of Regents’ Decision. Within seven (7) calendar days after the Regents' decision, the Employer shall notify the Member in writing thereof.

201.480 Regents' Decision Final and Binding. The decision of the Regents whether to promote or to confer Indefinite Tenure shall be final and binding. The decision, the criteria upon which such decision was made, all recommendations leading up to the decision, and the reasons for such recommendations shall not be grievable. The Member may bring a grievance alleging that the procedure for promotion or conferral of Indefinite Tenure described in this Section 201.400 was not followed, except as otherwise provided in this Agreement. If the arbitrator finds that the procedure for promotion or conferral of Indefinite Tenure was not followed, the arbitrator's sole remedy for the grieving Member shall be an order requiring the Employer to reconsider the Member's request in the Academic Year in question or in the following Academic Year and to follow such procedure upon such reconsideration. Any such award shall not have the effect of automatically conferring the Member with Indefinite Tenure. The Employer and the Association

recognize that the criteria by which decisions are made to promote or confer Indefinite Tenure and the decisions themselves are not negotiable; however, the Employer and the Association also recognize the Members' need to be informed as to the criteria used by the Employer for decisions to promote or confer Indefinite Tenure. In recognition of the Members' need to be informed, the Employer shall undertake reasonable steps to communicate to the Association the criteria used for promoting and conferring Indefinite Tenure.

201.485 Regents' Decision Necessary. No change in rank and no conferral of Indefinite Tenure is effective unless approved by vote of the Regents or their designee.

201.500 Alternative Procedure and Eligibility for Promotion for Members on a Term Appointment. The criteria for promotion in the procedure provided in Sections 201.400-201.485 include teaching, research and/or creative activity, and service. A Member on a Term Appointment may also seek promotion on the basis of only teaching and service as defined in their departmental 7.12 document. Except as indicated in Section 201.504, a Member on a Term Appointment may initiate consideration of their promotion after six (6) Years of Service.

201.501 Home Department. Members on a Term Appointment who hold teaching assignments in multiple Departments shall have a designated “home” Department at their time of hire.

201.502 Criteria for Promotion. Sections of departmental 7.12 documents addressing teaching and service will delineate criteria for promotion. The teaching and service factors to be considered will parallel those used by the department in the granting of tenure.

201.503 Phase-in. Eligibility for promotion under Section 201.500 will be phased in over three (3) years. Beginning July 1, 2024, the first year of phase in, Members on a Term Appointment with twelve (12) or more years of service will be eligible for promotion consideration under Section 201.500. Beginning the second year of phase in, Members on a Term Appointment with eight (8) or more years of service will be eligible for promotion consideration under Section 201.500. Beginning the third year of phase in, all Members on a Term Appointment with six (6) or more years of service will be eligible for promotion under Section 201.500.

201.504 Titles. Beginning June 19, 2024, Members on a Term Appointment with the job code and title of Assistant Professor will change to Teaching Assistant Professor, Members on a term appointment with the job code and title of Associate Professor will change to Teaching Associate Professor. This work will be completed by June 30, 2024.

Members on a Term Appointment at the University of Minnesota, Duluth, who are promoted under this section shall hold the title of Senior Instructor, Teaching Assistant Professor, or Teaching Associate Professor. A Member on a Term Appointment who is unsuccessful in their promotion consideration may continue their employment at UMD, if such employment is made available to them. They may again seek promotion after two (2) consecutive years on a term appointment following the promotion denial according to the annual promotion calendar. Unlike a Member who holds a Probationary Appointment, there is no maximum length of employment for a Member who holds a Term Appointment, if such employment is made available to them.

201.510. Salary Increases. A Member on a Term Appointment who is successfully promoted to a higher-level teaching position (from Instructor to Senior Instructor or from Teaching Assistant Professor to Teaching Associate Professor) under this section shall receive an increase equal to 1/3 (one-third) the increase granted to a Member promoted from Assistant Professor to Associate Professor.

An Instructor who earns a terminal degree in their discipline shall be promoted to Teaching Assistant Professor and shall receive an increase equal to 1/3 (one-third) the increase granted to a Member promoted from Assistant Professor to Associate Professor.

A Senior Instructor who earns a terminal degree in their discipline shall be promoted to Teaching Associate Professor and shall receive an increase equal to 1/3 (one-third) the increase granted to a Member promoted from Assistant Professor to Associate Professor.

201.520 Convener. For this Section 201.500, "Convener" refers to Department Head/Programmatic Area Director if they are an Eligible Voting Member as defined in Section 201.530. Otherwise, "Convener" refers to the Eligible Voting Member appointed as chair of the group of Eligible Voting Members or of the ad hoc committee.

201.521 Day. "Day" means a calendar day other than one which has been designated an official holiday at the University of Minnesota.

201.525 Initiation of Departmental/Programmatic Area Process. Following the phase-in process described in section 201.503, a Member on a Term Appointment may initiate consideration of their promotion after six (6) Years of Service by submitting a written request to the Principal Administrator on or before the 30th day of September of the Academic Year. Instructors who earn a terminal degree in their discipline will not be required to go through this review process to be promoted to a Teaching Assistant Professor, if such employment is made available to them. Senior Instructors who earn a terminal degree in their discipline will not be required to go through this review process to be promoted to a Teaching Associate Professor. The change in rank will become effective the following academic year.

201.530 Eligible Voting Members. Eligible Voting Members means those Members who are senior in rank to the Member in question. When there are not at least five (5) Eligible Voting Members in a Department, additional Eligible Voting Members will be appointed by the Principal Administrator as provided in Section 201.425. In either case, Eligible Voting Members do not include those Members who are serving outside of the continental United States, or those Members on disability leave or formal medical leave.

201.540. Review Procedure for Promotion. Members on a Term Appointment seeking promotion under Section 201.500 will be reviewed and receive the recommendation of the Department and the Principal Administrator. The Executive Vice Chancellor for Academic Affairs (EVCAA) will then review the File and make their recommendation.

201.545 Review and Recommendation by the Department. In its review and recommendation, the Department will follow the same procedures as provided in Sections 201.430-201.445. The

Department shall meet to make its recommendation no later than the 20th day of October of the Academic Year in question.

201.550 Right to Review and Supplement. For a period of ten (10) calendar days following the Member's receipt of items (a) through (e) as provided in Section 201.445, the Member shall have the right to review them and their File and shall have the right to supplement the File with written comments or documents, provided, however, such supplemental comments or documents are accompanied by a written statement identifying at whose request such comment or document was prepared, who prepared it and the date of its preparation, all of which becomes part of the File.

201.555 Review and Recommendation by the Principal Administrator. After the time period referred to in Section 201.550 has expired, the Principal Administrator shall review the Member's File.

The Principal Administrator, upon the Member's written request, shall confer with the member before making their recommendation to the EVCAA. After their review and conference with the Member, if any, the Principal Administrator shall state in writing to the EVCAA whether they support or do not support the promotion of the Member and they shall state their reason(s) therefore. The Principal Administrator's recommendation, including the reason(s) for the recommendation, shall become part of the Member's File.

In case of no majority vote or lack of a quorum under Section 201.435, the Principal Administrator may request a statement from the Convener as to whether they support or do not support the Member's request and the reason(s) for such support or lack of support. If the Department Head is not a member of the Committee, the Principal Administrator may also request an independent evaluation of the Member's teaching and service by the Head of the Member's Department. In instances where the Head is not an Eligible Voting Member, they may not review the Member's File, but should base the evaluation on materials in the Member's Academic Record File. These statements, if provided, shall become a part of the Member's File and the Member shall have the right to review the statement and to prepare a written response which shall become a part of the Member's File.

201.557 Right to Review, Discuss, and Respond. The Principal Administrator shall notify the member and the Convener in writing of their recommendation within seven (7) calendar days of the decision. If the recommendation is to disapprove the request, the reasons therefore shall be included.

The Principal Administrator shall forward to the EVCAA the promotion recommendations, along with the Member's File.

If the recommendation of the Principal Administrator is to disapprove the request, the Member shall have the right to meet and discuss the recommendation with the Principal Administrator within ten calendar days of receiving the written notice described in the preceding paragraph. The Member shall have the right to prepare a written response related to the Principal Administrator's recommendation, and the Member's written response shall be forwarded to the EVCAA as part of the Member's File.

201.560 Review and Recommendation by EVCAA. After receipt of the Principal Administrator's recommendation and the Member's File, the EVCAA shall review and make a determination regarding the promotion. The EVCAA, upon the Member's written request, shall meet with the Member before making their determination.

201.562 Right of Notice. The EVCAA shall notify the Member, the Principal Administrator, UMD HR and the Convener in writing of their determination within seven (7) calendar days of the determination. The EVCAA's determination, including the reason(s), shall become part of the member's file.

201.580 EVCAA's Decision Final and Binding. The decision of the EVCAA whether to promote shall be final and binding. The decision, the criteria upon which such decision was made, all recommendations leading up to the decision, and the reasons for such recommendations shall not be grievable. The Member may bring a grievance alleging that the procedure for promotion described in this Section 201.500 was not followed, except as otherwise provided in the CBA. If the arbitrator finds that the procedure for promotion was not followed, the arbitrator's sole remedy for the grieving Member shall be an order requiring the Employer to reconsider the Member's request in the Academic Year in question or in the following Academic Year and to follow such procedure upon such reconsideration. Any such award shall not have the effect of automatically promoting the Member. The Employer and the Association recognize that the criteria by which decisions are made to promote and the decisions themselves are not negotiable; however, the Employer and the Association also recognize the Members' need to be informed as to the criteria used by the Employer for decisions to promote. In recognition of the Members' need to be informed, the Employer shall undertake reasonable steps to communicate to the Association the criteria used for promoting. The changes in rank and base salary will become effective the following academic year.

201.600 Initiation of Review of Probationary Members by Head.

201.610 Initiation. When the process as provided in Section 201.400 has not been initiated for the Member in that Academic Year, the annual review of the Probationary Member shall commence. The Member, with the exception of Instructors in their first two (2) Years of Service, shall have until the first day of Spring semester classes to update their review materials prior to their review by the tenured Members of the Department. After this the Head shall, following consultation with the tenured Members in the Department, prepare the appraisal form then currently in use by the Employer and shall before February 15 of such year deliver a copy of the appraisal form containing the statement of the Department's appraisal to such Member.

A Member holding the rank of Instructor in their first Year of Service shall have until December 1 to update their review materials prior to their review by the tenured Members in the Department. A Member holding the rank of Instructor and in their second Year of Service shall have until October 1 to update their review materials prior to their review by the tenured Members of the Department. After the applicable deadline, the Head shall consult with the tenured Members of the Department and then prepare the appraisal form currently in use by the Employer, containing the statement of the Department's appraisal.

A copy of the completed appraisal form shall be placed in the Member's Academic Record File, in accordance with the provisions of Section 955.000.

201.620 Review. Within seven (7) calendar days after the Member's receipt of the appraisal form, the Member and the Head shall meet and discuss the Member's performance for the previous year. Following this meeting, the Member shall sign the form indicating that they have reviewed the form. The Member may attach a written response. The Member's signature on the form does not indicate that they agree with the statements included on the form, only that they have reviewed them.

201.700 Review of Tenured Faculty Performance.

Goals and Expectations: The tenured faculty of each academic unit shall establish goals and expectations for all tenured Members, including teaching, scholarly and creative productivity, and contributions to the service and outreach functions of the program, the collegiate unit, the campus, and the University. The factors to be considered will parallel those used by the program in the granting of tenure (see departmental 7.12 Statements and collegiate unit documents dealing with tenure) but will take into account the different stages of professional development of the faculty. These goals and expectations will be flexible, so that some Members may contribute more heavily to the accomplishment of one mission of the program, collegiate unit, campus or the University, while other Members contribute more to the accomplishment of other missions of these units. The goals and expectations shall not violate the individual Member's Academic Freedom. They shall include reasonable indices of acceptable performance in each of the areas (i.e. teaching contributions, scholarly and creativity productivity, service, governance, and outreach activities.)

Statement of Goals and Expectations and Indices: The Principal Administrator shall review the goals, expectations, and indices. In particular the Principal Administrator will review these goals, expectations, and indices as they relate to the tools that programs use to assess performance for merit review. The Principal Administrator shall recognize the differences between an annual merit review and the continuing process of individual Member career development. The Principal Administrator may request changes to ensure that the indices are consistent with the goals and expectations of the particular program. When the Principal Administrator and the tenured faculty in the academic unit achieve mutual agreement, the Principal Administrator shall submit recommendations on the indices, goals and expectations to the Executive Vice Chancellor for Academic Affairs (EVCAA).

Commencement of Review of Tenured Faculty Performance:

The Members in each academic program undergo an annual merit review for salary adjustment (See 500.200). The review of a tenured Member's performance shall occur in conjunction with the time line for merit review. If the Principal Administrator believes a tenured Member's performance may be substantially below the goals and expectations adopted by the Member's program, as demonstrated by the appropriate indices, for a period of two (2) consecutive years, the Principal Administrator shall advise the Head of the member’s academic unit. Within ten (10) days the Head shall convene the tenured faculty Members of that unit. The tenured Members of the unit shall review the Member’s file submitted for review. Within ten (10) days

the tenured faculty shall form, by secret ballot, a recommendation to the Principal Administrator. If the tenured faculty of the academic unit agree by majority ballot that the Member's performance is significantly below that indicated by the indices, the Principal Administrator shall advise the Member in writing, including suggestions for improving performance. The Principal Administrator shall specify the nature of concern about the Member's performance and detail the changes which must occur to bring the Member's performance back into line with program goals and expectations. A time line for improvement of a least one (1) year shall be specified. Where possible, the Principal Administrator shall provide assistance to the Member in this effort. The Member shall have ten (10) calendar days following receipt of the letter from the Principal Administrator to respond in writing to the Principal Administrator's recommendation. The Principal Administrator shall respond in writing to any concerns raised by the Member.

At the end of the time line for improvement that is described in the previous paragraph, the Principal Administrator shall reevaluate the tenured Member's performance to determine whether they feel that program goals and expectations are being met. If, in the Principal Administrator's opinion, a problem continues to exist, a recommendation from the Member's program shall be solicited. Only tenured Members in the program of rank equal to or greater than that of the Member concerned shall be queried. If at least three (3) such Members are not found, the Head of the Program and the Member shall each suggest three (3) names of Members who would be appropriate and the Principal Administrator shall choose a sufficient number from those lists to yield a total of three (3). The convener of the Committee shall be the Head if the Head is included in the Committee; if the Head is not included, the Principal Administrator shall appoint a convener from the Committee. The Head shall chair the Committee unless the convener is appointed in which case the Committee shall elect a chair. The Member shall have thirty (30) calendar days to provide the Committee material sufficient for a review of their performance over the preceding five (5) years. The Committee shall, in light of the goals and expectations of the program, prepare a report on the teaching, scholarship/creativity, service and outreach of the Member. It also will identify any supporting service or accommodation that the University could provide the Member to improve performance. The Committee may recommend:

a) that the Member's performance is adequate and that the review should end;

b) that the allocation of the Member's expected effort among the teaching, research/creativity, and service/outreach functions of the program be altered for two (2) years so as to maximize the faculty member's contribution to the mission of the University;

c) that the time line for improvement be extended with additional specificity for improvement; or

d) the Committee may choose to make no recommendations.

The process described in the following two paragraphs will conclude in no longer than thirty (30) calendar days.

The Committee will send its preliminary recommendation to the Member. The Member will have ten (10) calendar days to respond to the Committee's recommendation and to supplement the response with written comments and/or documents.

The Committee shall forward its final recommendation and any supplementary materials to the Principal Administrator. Upon the Member's written request, the Principal Administrator shall confer with the Member before making their decision which shall not be made until at least ten (10) working days have passed since receipt of the Committee's recommendations.

If this review process results in a modification of a tenured Member's workload assignment by the Principal Administrator, the Member during any stipulated period shall be evaluated for merit adjustment and performance according to criteria that are appropriately modified. These new criteria shall be provided in writing to the Member, the program Head, and the Association. No modification shall exceed by fifty percent (50%) the Student Credit Hour and Contact Hour Limits as specified in 250.222, 250.223, and 250.230.

The Section does not prohibit a Member from agreeing voluntarily to a modification in workload, as specified in 250.400.

202.000 TEACHING EVALUATION (UMD)

202.100 Evaluations for Personnel Actions. Each member shall submit Student Ratings of Teaching (SRTs), associated response rates for SRTs, and results from another tool for the evaluation of teaching as detailed below, per academic year for the purpose of personnel decisions; e.g. merit salary increases, tenure, promotion. Members may also include an analysis/interpretation of their SRTs.

Each Department shall select at least two (2) additional evaluation tools it considers appropriate for its members, which might include peer observations, self-reflection, student qualitative feedback on teaching, student work, and/or other teaching related materials for their portfolio. Each Member shall choose one (1) specific tool in addition to the SRTs to be used to evaluate their teaching from the set approved by their Department. Members must keep records of which other tool besides the SRTs they select and bear responsibility for arranging/collecting information for the evaluation.

202.200 Personnel Files. Evaluations of teaching being submitted for the purpose of personnel decisions shall be forwarded by the Member to the Principal Administrator for inclusion in the Member's Academic Record File. No Member shall be required to submit evaluations for more than fifty percent (50%) of their courses.

202.260 Selection of Courses and Evaluation Tool. All courses taught by a Member over the most recent six (6) or more years shall be considered in evaluations submitted to the Member's Academic Record File. The courses and evaluation tool considered in evaluations of teaching for personnel decisions each academic year shall be mutually agreed upon by the Member and their Department Head no later than September 15. The Member may exclude independent study, internship, individualized instruction, and similar courses (e.g., private music lessons, etc.) from these evaluations. If the Member is a Department Head, the courses shall be mutually agreed upon by the Member and their Principal Administrator. '

202.270 Percentage Calculations. Any fractions resulting from the calculation of the fifty percent (50%) referred to in Section 202.200 shall be rounded up to the nearest whole number (e.g., A Member teaching five (5) courses – 50% equals 2.5 courses, three (3) courses considered in evaluations for personnel decisions).

202.300 Instructional Improvement. If, on the basis of the results of evaluations provided by this Section 202.000, a Member requests help in improving their instruction, then the Member and the Member's department, programmatic director or other appropriate academic unit head shall jointly agree upon a plan of improvement.

250.000 WORKLOAD (UMD)

250.100 Introduction

250.110 Professional Responsibility. Professional activities such as instruction, scholarly research, creative activity, and outreach/service to the institution, the academic discipline, and the community shall be components of a Member's professional responsibility.

250.120 Definitions. The following terms shall have the following meanings for purposes of Section 250.000:

250.121 Contact Hour. "Contact Hour" means an hour of instructional contact with students per week. Fifty (50) minutes of scheduled class shall constitute one (1) Contact Hour. For purposes of computation, laboratories, activity courses, team teaching, studio courses, individual instruction and student teaching and internship supervision shall be calculated using "departmental/collegiate" protocols. The Employer shall provide a written definition and prescription for use of each protocol. Annually, each Member shall be given a copy of such protocols, along with their definitions and prescriptions for use, which pertain to their work assignment.

250.122 Student Credit Hours. "Student Credit Hours" or "SCH" means the number of course credits taught by the Member times the number of students who are enrolled in the course at the end of the second week of the term.

250.150 Instructional Assignment Limits: No Member shall be assigned any instructional assignment within twelve (12) hours of the conclusion of an assigned evening class. All assigned classes within a single day must fall within a ten (10) hour period. No Member shall be involuntarily assigned classes more than two (2) nights per week. Any exceptions to the above shall be by agreement between the Principal Administrator and the Member(s) and the Principal Administrator shall forward a copy to the Association prior to the Member(s) commencing the assignment.

250.200 Instructional Workload for Regular Appointments.

250.210 Nine- and Twelve-Month Appointments.

250.211 Department/Program/Area Contact Hour Limit. The annual Contact Hour load for each department/program/area shall average for the duration of this Agreement no more than the Department/Program/Area Limits, adjusted on a FYE faculty basis, given in Table 1.

250.212 Adjustments. Members holding regular, full-time nine- or twelve-month appointments whose professional responsibilities include administrative responsibility or professional functions other

than instruction, research, disciplined inquiry, or equivalent creative activities and routine service commitments shall have their instructional loads adjusted accordingly.

250.220 Nine-Month Appointments.

250.221 Individual Contact Hour Limit. The normal Contact Hour limit for any individual full-time Member on a nine-month, regular appointment, without administrative responsibility or released time, shall be the Individual Limit given for their department/program/area in Table 1.

250.222 Contact Hour Limits. Any instructional workload assignment which would cause a nine-month Member's instructional Contact Hour load, totaled over the academic year, to exceed the limit specified in Section 250.221 or 250.400, whichever limit is applicable, shall be made only with the consent of the Member and after notification of the Association. In such cases, the Member shall be recognized for these additional duties by

(a) a future reduction in workload, equal to, at least the excess, or

(b) supplemental pay in accordance with Section 508.400 of this Agreement.

Voluntary acceptance of students into "independent study" types of courses does not provide a basis for a claim that workload limits have been exceeded. Apparent overloads due to these reasons shall not be recognized, either for future reduction in workload or supplemental pay.

Table 1 Contact Hour Limits

	Individual	Department/Program/Area
LABOVITZ SCHOOL OF BUSINESS AND ECONOMICS		
Accounting and Finance	19	18
Economics and Health Care Management	19	18
Marketing	19	18
Management Studies	19	18
COLLEGE OF EDUCATION AND HUMAN SERVICE PROFESSIONS		
Applied Human Sciences	23	20
Communication Sciences and Disorders-Academic	23	20
Communication Sciences and Disorders-Clinical	46	40
Education	23	20
Psychology	21	19
Social Work	20	18
SWENSON COLLEGE OF SCIENCE AND ENGINEERING		
Biology	24	20
Chemical Engineering	28	22
Chemistry and Biochemistry	24	20

Civil Engineering	28	22
Computer Science	24	20
Electrical Engineering	28	22
Earth and Environmental Sciences	28	22
Mathematics and Statistics	24	20
Mechanical and Industrial Engineering	28	22
Physics and Astronomy	24	20
COLLEGE OF ARTS, HUMANITIES, AND SOCIAL SCIENCES		
American Indian Studies	20	18
Art and Design – History	21	19
Art and Design – Studio	29	27
Communication	20	18
English, Linguistics and Writing Studies	20	18
Geography and Philosophy	20	18
History, Political Science, and International Studies	20	18
Music	28	26
Studies in Justice, Culture and Social Change	20	18
Theatre – History	21	19
Theatre – Production	36	34
World Languages & Cultures	20	18
EXECUTIVE VICE CHANCELLOR FOR ACADEMIC AFFAIRS		
Supportive Services	20	18

250.223 Student Credit Hour Limit. If the annual SCH generated in a nine-month Member's work assignment exceeds 1800 SCH, the Member shall be recognized for this additional workload by

(a) reduction of the Member's contact hour limit (This new limit shall be the Member's Departmental Contact Hour Limit reduced by 7.2 percent (7.2%) of the Member's Departmental Contact Hour Limit per 100 SCH in excess of 1800 SCH/year.), or,

(b) supplemental pay in accordance with Section 508.400 of this Agreement, (The compensation for each 67 SCH in excess of 1800 SCH per year shall be that which the Member would receive for teaching one (1) credit in Continuing Education pursuant to Section 508.400 of this Agreement.)

If the annual SCH total generated in a nine-month Member's work assignment is greater than 1800 but less than 1900, the Member's Principal Administrator shall decide which of (a) or (b), above, shall be applicable. If the total is equal to or greater than 1900 the Member and the Principal Administrator shall agree upon (a) or (b) above.

250.230 Twelve-Month Appointments. Members who hold full-time, twelve-month, regular appointments shall be assigned annual instructional workloads which are no more than twenty-two percent (22%) greater than the corresponding nine-month instructional load.

250.300 Instructional Workload for Term Appointments. The normal Contact Hour Limit and Student Credit Hour Limit for full-time Members on term appointments that carry no requirement for research or scholarly activity except that necessary for preparation and delivery of courses shall not exceed by more than fifty percent (50%) the normal individual Contact Hour Limit and Student Credit Hour Limit specified for nine- or twelve-month, regular appointees in Sections 250.221 and 250.230.

250.350 Instructional Workload for Part-Time Appointments. Members holding part-time, twelve- or nine-month appointments shall have their instructional load limits adjusted in proportion to the percentage specified in their respective appointments.

250.400 Instructional Workload Associated With Modified Criteria For Performance Evaluation. A full-time Member on a regular appointment and their Principal Administrator may agree upon a workload assignment which would exceed the Student Credit Hour Limit and/or Contact Hour Limit specified in 250.222, 250.223 and 250.230. The Member would be recognized for these additional duties by use of modified criteria for performance evaluation for annual merit adjustment as jointly agreed upon by the Member and the Principal Administrator. The Member's and Principal Administrator's agreement shall be in writing and a copy of this agreement shall be supplied by the Principal Administrator to the Member and to the Association. Contact Hour and Student Credit Hour Limits agreed to under this Section shall not exceed by more than fifty percent (50%) those specified in 250.222, 250.223, and 250.230.

250.500 ASSIGNMENTS (UMD)

250.510 Instructional Assignments. Course assignments and Member teaching schedules, responsive to student and institutional needs and consistent with Member expertise and needs, shall continue to be developed primarily at the department/program level in consultation with affected faculty; however, actual assignments are the responsibility of the Principal Administrator.

250.520 Subject Assignment. A Member shall not be assigned to teach in subject areas in which they do not possess adequate professional training or expertise.

250.600 Department Heads. Department and other program heads shall serve at the discretion of the Employer and shall perform such administrative duties as shall be assigned to them. In return for such duties, heads of units with fewer than ten (10) full time equivalent ("FTE") faculty positions shall have their normal annual instructional loads reduced by no less than one-third (1/3) and those with ten (10) or more FTE faculty positions shall have their normal annual instructional loads reduced by no less than one-half (1/2). Greater percentages of reduced load may be stipulated by written agreement between the head and the Principal Administrator.

250.700 Other Instructional Duties. Each Member shall post a reasonable number of office hours per week at a time convenient for students and shall be available during such hours for the purposes of consultation with students.

250.720 Related Instructional Activities. Each Member shall devote an adequate amount of time to course and class preparation, to the evaluation of student performance, to student advisement, and to other similar instructional activities.

250.730 Student Advisee Assignment. In the absence of compelling reasons to the contrary, the number of advisees in any department/program shall be assigned to Members proportionally.

250.800 Scholarly Activity. Each Member on a regular appointment shall devote a reasonable amount of time to disciplined inquiry, scholarly activity, or creative activity as appropriate to the promotion and tenure guidelines for their appointment. This effort shall be related to their area of professional training or expertise.

250.900 Professional Service. Each Member shall devote a reasonable amount of time to professional service to the institution, the academic discipline and the community.

255.000 ANCILLARY WORKLOAD (UMD)

255.100 Summer Session.

255.110 Applicability. The provisions of Section 255.100 shall apply only to Members who hold appointments other than twelve-month, full-time, regular appointments.

255.120 Workload. During the Summer Session, the workload of Members assigned instructional responsibility for a course or courses shall include class preparation and delivery, evaluation of student performance, student advising, posted office hours and other student contact.

255.130 Compensation. The Employer shall pay a Member to whom it assigns instructional responsibility for a course, workshop or seminar which it offers during a summer session subject to the provisions of Section 508.100.

255.200 Summer Advisement and Registration. A Member may serve as a student adviser or in any other similar capacity outside their period of appointment. Such Member shall be compensated with supplemental pay according to Section 508.400.

255.300 Continuing Education.

255.310 Applicability. The provisions of Section 255.300 shall apply to all Members. Instructional responsibility for a course which the Employer offers through the Employer's Continuing Education shall be considered an overload.

255.320 Limitations. If the Employer assigns a full-time Member instructional responsibility for courses offered through the Employer's Continuing Education, those responsibilities shall not normally exceed any of the following guidelines:

(a) Two (2) courses per semester;

(b) Five (5) credit hours per semester; or

(c) Eight (8) credit hours per Academic Year.

The Employer shall assign credit equivalents to courses for which it does not offer academic credit. The Director of the Continuing Education program shall question the appropriate Principal Administrator for the purpose of determining whether the limits imposed by this Section have been exceeded.

255.330 Contact Hours. Courses which the Employer offers through its Continuing Education and for which the Employer offers academic credit shall require the same number of Contact Hours as are required in the day school as provided in Section 250.000, except for independent study and correspondence courses.

255.340 Compensation. The Employer shall pay a Member to whom it assigns instructional responsibility for a course which the Employer offers through its Continuing Education according to the provisions of Section 508.300.

255.400 Employer's Obligation To Notify Members. The Employer shall provide Members with reasonable, advance notice of the courses, workshops and seminars which it proposes to offer during summer sessions or which it proposes to offer through its Continuing Education.

280.000 EMPLOYMENT CONTINUATION (UMD)

280.100 Definitions.

280.110 Program. For purposes of this Section 280.000, "Program" means the departments, library, Supportive Services and other such units as the Chancellor shall designate.

280.120 Layoff.

(a) "Layoff," in the case of a Member with tenure, means the elimination of the Member's position because of the Employer's declaring a Fiscal Emergency. Layoff reflects no discredit of the Member's job performance.

(b) "Layoff," in the case of a Member without tenure, means the elimination of the Member's position. Layoff reflects no discredit of the Member's job performance.

280.130 Total Time. “Total Time” shall mean the number of academic years (1) of unbroken service for which a person has been a Member since the date of their initial appointment or the date of their reappointment that follows their most recent period of unbroken service, or in the case of Total Time since tenure, (2) since the date of conferral of tenure. If a person has an entire academic year with either no appointment or an appointment that does not place them in the Certified Unit, that shall constitute “broken” service, except as provided for in Section 280.210. For purposes of

this rule, periods of unbroken service shall include sabbatical leaves, single- semester leaves, and all other authorized leaves of absence, whether compensated or not. However, the period spent on an authorized uncompensated leave, if greater than one (1) semester, unless on a leave for the express purpose of non-degree related scholarly work or for purposes under Section 604.400, shall not count in the Total Time when determining seniority.

280.200 Rules of Construction.

280.205 Initial Entry Into Unit. Any individual entering the Certified Unit for the first time, other than the exception(s) noted in (b) of Section 280.210, shall do so without any accumulated seniority related to employment at the University of Minnesota.

280.210 Administrators' Right. If (a) a Member is removed from their membership in the Certified Unit because of their appointment to an administrative position or (b) a person now serving in an administrative position with faculty rank is appointed to a position which has the effect of making the person a Member of the Certified Unit, then such person's seniority shall be calculated as if the person were a Member during their administrative service.

280.220 Members' Right. If a Member is transferred from one Program to another, then at the Member's election (a) their seniority as provided in Section 280.420(a) or Section 280.430(a) shall accumulate uninterrupted as though they were still in their previous Program or (b) such seniority shall be transferred uninterrupted to their new Program. The Member shall elect either (a) or (b) above at the time such Member is transferred.

280.300 Reductions Before Layoff.

280.310 By Employer. If Layoffs occur, the Employer may offer a Member a change in a regular appointment or a term appointment from full-time to part time as an alternative to laying off that Member. If such an offer is made and accepted, the Member's seniority shall accumulate as though they were employed full-time. A decision to lay off the Member rather than reduce the Member's employment to part-time shall be at the discretion of the Employer.

280.320 At Member's Request. When the Employer eliminates a Member's position subject to this Section 280.000, such Member may request in writing to the Principal Administrator that their position be reduced to part-time. If the Employer offers and the Member accepts a reduction to part-time employment, the Member shall accumulate seniority as though they were working full-time. A decision to lay off the Member rather than to reduce employment to part-time shall be at the discretion of the Employer.

280.400 Sequence of Layoff.

280.410 Faculty within a Program Holding Different Types of Appointments. Members with different types of appointments within a Program which will be subject to Layoffs shall have the right to complete their contract years or the right to continued employment, as the case may be, in the following order:

(a) Members with tenure;

(b) Members on special contracts with probationary appointments;

(c) Members with probationary appointments;

(d) Members on special contracts with temporary appointments; and

(e) Members with Term appointments.

280.420 Between Members with Term Appointments, on Special Contracts, or with Probationary Appointments. Subject to Section 280.410, the following rules in the order set forth below shall determine between Members in the same Program who hold term appointments, or between such Members who hold appointments on special contracts with term appointments, or between such Members on special contracts with probationary appointments, or between such Members who hold probationary appointments which such Member has a right to complete their contract period (here "Right") or which such Member has a right to continued employment (here "Right"), as the case may be:

(a) The Member more senior shall have the Right. A Member is more senior if their Total Time is greater than another Member's Total Time

(b) Between Members having the same seniority, the Member with the higher academic rank shall have the Right.

(c) Between Members having the same seniority and the same academic rank, the Member with the recognized terminal degree for that Member's particular academic responsibility shall have the Right.

(d) Between Members having the same seniority, the same academic rank and the same academic degrees, the Member who first in time received their highest academic degree shall have the Right.

(e) If rules (a) through (d) hereof do not determine which Member shall have the Right, the Employer shall have the sole determination.

280.430 Between Tenured Members. Subject to Section 280.410, the following rules in the order set forth below shall determine between tenured Members in the same Program which such Member has a right to continued employment (here "Right"):

(a) The more senior Member shall have the Right. For purposes of this rule, a tenured Member's seniority shall be determined by "points." The Member shall receive points as follows: Three (3) points per year of service since tenure plus one (1) point per year of service as a tenured assistant professor plus two (2) points per year of service as a tenured associate professor plus three (3) points per year of service as a tenured full professor. "Year of Service," for purposes of this provision, means during a single academic year which averages sixty-seven percent (67%) or more of full-time employment, or a

sabbatical leave, or an authorized, unpaid leave for the express purpose of non-degree related scholarly work or for purposes under Section 604.400.

(b) Between Members having the same seniority, the Member whose Total Time since tenure is greater shall have the Right.

(c) Between Members having the same seniority and the same Total Time since tenure, the Member higher in academic rank shall have the Right.

(d) Between Members having the same seniority, the same academic rank and the same Total Time since tenure, the Member whose Total Time is greater shall have the Right.

(e) If rules (a) through (d) hereof do not determine which Member shall have the Right, the Employer shall have the sole determination.

280.500 Rights After Layoff.

280.510 Employer's Obligation to Notify Member of Layoff. The Employer shall notify in writing a Member who is to be placed on Layoff at least one (1) year before the effective date of such Layoff. In the case of a Member without tenure, the Employer's written notice shall state that the loss of position does not reflect on the Member's competence and, in the case of a Member with tenure, the Employer's written notice shall further state that the loss of position resulted from the Employer's declaring a Fiscal Emergency.

280.530 Member's Right to Reinstatement. A Member who has lost their position under the procedures of this Section 280.000 shall be given the opportunity to be reinstated to their position before any other person is hired to fill their position. When two (2) or more Members in the same Program have lost their positions as a result of the procedures of this Section 280.000, the right to be reinstated shall be determined on a last-out, first-reinstated basis. Refusal to accept an offer of reinstatement shall terminate this right. Notwithstanding other Sections in 280.000, a Member's right to reinstatement shall expire five (5) years following the termination date of their regular appointment.

280.540 Member's Notice to Employer and Right to Delay Reinstatement. A Member shall notify the Employer in writing of their acceptance or declination of an offer of reinstatement within fourteen (14) calendar days after their receipt of the offer. The Member, at their discretion, may be reinstated at the time offered by the Employer in the offer of reinstatement or may delay the date of effective reinstatement offered by the Employer by no more than ninety (90) days. If the Member chooses to so delay their date of reinstatement, the Member shall so notify the Employer in writing at the time the Member accepts the Employer's offer. The Employer's offer to reinstate shall be at the same tenure level, rank, seniority and salary as at the time when the Member was released and shall include at least the across-the-board salary increases, if any, granted during the Member's absence.

280.600 Program Elimination/Program Reduction: Members with Indefinite Tenure. When a program is reduced or eliminated by the Employer and the Employer does not declare a Fiscal Emergency, a

Member with Indefinite Tenure cannot be subjected to Layoff. The Member retains their rights of Indefinite Tenure under Section 002.162.

280.610 Position Elimination. When a Member with Indefinite Tenure receives written notification that their position is eliminated per 280.600, they shall, within ninety (90) days after learning the terms and conditions of (i) and (ii), or within one (1) year of the position elimination notice, whichever comes first: (i) accept transfer to a position in another program at the University; or (ii) terminate their employment at the University (see 280.640); or (iii) apply for uncompensated leave of absence for up to three (3) years.

280.620 Transfer Option. If a Member chooses option (i) under Section 280.610, the Employer and the Member will consult regarding the terms and conditions of the transfer. A designee of the Association may be present during such consultations.

(a) Members will be transferred to positions with the same faculty rank except as follows. With the agreement of the Member and the Dean/Unit Head and/or other Principal Administrator, a transfer could be to an academic professional position with continuous appointment or another position as the parties may agree.

(b) A Member who transfers to another faculty position at the University shall receive a letter of offer at the time of transfer that includes salary, term of appointment, rank and regulations concerning faculty tenure; an indication about how the progress toward promotion achieved within the current unit will be credited toward meeting the expectation for promotion within the unit to which they will transfer; the department's 7.12 statement; the department's written statement about criteria and procedures in merit pay decisions (if available); initial workload description.

(c) A Member who transfers to an academic professional position with continuous appointment shall receive a letter of offer at the time of transfer that includes the position description, job title and number, salary, and a copy of the Academic Professional and Administrative Staff Policies and Procedures which governs the terms and conditions of these appointments. The status of their continuous appointment will be equivalent to tenure status as it relates to program elimination and reduction: should their position be discontinued for any reason other than just cause or Fiscal Emergency, the Member may, in accordance with the terms of Section 280.600 (i) accept transfer to a position in another program at the University; or (ii) terminate their employment at the University; or (iii) apply for uncompensated leave of absence for up to three (3) years.

(d) Members will be transferred at no less than their current salary. A Member who transfers between January 1 and June 30 will be considered for merit increases based upon the merit criteria that governed the Member prior to the effective date of the transfer. A Member who transfers between July 1 and December 31 will be considered for merit increases based on the merit criteria within the letter of offer.

(e) A Member may propose one (1) alternative transfer. If this transfer is not successfully negotiated, the Member shall select option (i), (ii), or (iii) above by the date stipulated at the time of program elimination.

(f) The Employer shall provide up to one (1) month of salary to compensate for actual, receipted household moving expenses if incurred because of transfer to another University of Minnesota campus.

(g) Whenever the University determines the Member who transfers requires training, the training program tuition/fee costs shall be paid by the Employer.

280.630 Uncompensated Leave of Absence Option. If a Member intends to exercise option (iii) under Section 280.610, the Member must apply for an uncompensated leave of absence at least sixty (60) days prior to the end of the specified time limit under Section 280.610. Thirty (30) days following a Member's application for uncompensated leave of absence, the Employer shall notify the Member in writing whether the leave is granted or denied. If the leave is denied, the Member shall choose option (i) or (ii) within the time limits specified under Section 280.610. A Member who applies for and is granted an uncompensated leave of absence shall notify the Employer in writing one hundred twenty (120) days before the return from the leave of absence. At least sixty (60) days prior to the Member's return, the Employer shall offer a transfer and the Member shall choose option (i) or option (ii) from Section 280.610 above. If the Member chooses option (ii), their termination must take effect at the end of a semester.

280.640 Termination/Severance Option. Under the conditions of 280.610, the Employer and the Association agree to negotiate termination/severance benefits in accordance with PELRA. Such negotiations shall begin within thirty (30) days of the notice of position elimination.

280.700 Program Elimination: Members holding a Probationary Appointment. When a program is eliminated, a Member holding a Probationary appointment is subject to layoff. At the time of program elimination, a Member may: (i) have their name placed on a layoff list for up to two (2) years or (ii) accept the termination/or severance benefits that may be offered. Under the conditions of 280.610, the Employer and the Association agree to negotiate termination/severance benefits in accordance with PELRA. Such negotiations shall begin within thirty (30) days of the notice of position elimination.

(a) A Member who chooses to go onto a layoff list may be rehired by a program that initiates a rehire from the layoff list without an open search. At the time of rehire, upon written request of the Member, they shall be allowed three (3) years of service prior to mandatory consideration for tenure. The Employer shall not be required to hire a Member from the layoff list.

(b) A Member who is hired from the layoff list to a regular or term faculty position at the University shall receive a letter of offer that includes salary, term of appointment, rank and regulations concerning faculty tenure; the procedures for review of probationary faculty; an indication about how progress toward tenure achieved within the current unit will be credited toward meeting the expectation for tenure within the unit to which they will be hired; the department's 7.12 statement; the department's written statement about criteria and procedures in merit pay decisions (if available) and initial workload description.

(c) A Member who is not reappointed because of program elimination and who has elected to be on the layoff list shall be given the opportunity to be reinstated to their former position, if the Employer determines to reactivate the former position, before any other person is hired to fill the Member's former position. (See Sections 280.530 and 280.540).

280.800 Program Elimination: Members on Term Appointment. When a program is eliminated, the appointment of a Member on Term appointment will expire at the end date specified on the Member's employment contract.

300.000 GOVERNANCE

The Employer and the Association agree that discussions regarding curriculum, educational policy and related matters shall occur in accordance with the constitutions, if any, for faculty at UMD and UMC, as they may be approved and amended by the Regents from time to time, and in accordance with the meet and confer provisions of Minnesota law. However, the Employer and the Association agree that certain subjects concerning Members' employment are not negotiable including, but not limited to, curriculum, educational policy and governance. All negotiable terms and conditions of employment shall be negotiated by the Employer and the Association or shall be arrived at in accordance with the provisions of this Agreement and the provisions of PELRA.

500.000 COMPENSATION (UMD)

500.100 Aggregate Salary Base. The Aggregate Salary Base used to calculate available dollars for salary adjustments shall consist of the sum of the previous fiscal year's actual base salary of eligible Members. Eligibility for the following provisions shall be limited to those Members who also were Members during the previous academic year.

500.110 One Semester Eligibility. Members who were Members for only one (1) semester of the previous academic year shall receive only the across-the-board salary increases described in section 501.000

500.150 Promotions. Standard increases for promotion and/or tenure will be awarded in accordance with the University of Minnesota Academic Salary Memo as amended from time to time.

500.200 Merit. Effective beginning each fiscal year of the contract, the Employer may increase any Member's salary for purposes of merit recognition provided that such Member was a Member during the previous academic year. The Employer shall increase such Members' individual salaries by an amount sufficient to fully use the funds specified for the purpose of Merit Adjustment in Sections 501.260. The determination of merit for a fiscal year will be based on the evaluation of work in the previous calendar year, with the following exception: in the first year Merit Adjustments are available during this agreement, and only for that specific year, Members may choose whether their Merit Adjustments will be based on only the previous year, or whether they will be based on an average of their performance across all of the years beginning in FY 2020 (when Merit Adjustments were suspended). Members must provide their preference for the years to be included in their Merit Adjustments in writing to their Department Head by February 15.

501.000 Salary Adjustments FY 2024, FY 2025, FY 2026

501.250 Salary Adjustments FY 2024

Effective the first full pay period of FY 2024, the Employer shall increase the aggregate salary base for eligible Members by 3.75% and distribute the increase as detailed in 501.260 plus the amount equal to the total costs of promotional adjustments under 500.150.

In FY 2024, an amount, to include the 0.25% market adjustment pool, will be used per the 2023 salary study results to make market adjustments to achieve a minimum of 0.75 compa ratio for all Members.

Salary Adjustments FY 2025

Effective the first full pay period for FY 2025, the Employer shall increase the aggregate salary base for eligible Members by no less than the percentage in the spring 2024 academic salary memo and distribute the increase as detailed in 501.260 plus the amount equal to the total costs of promotional adjustments under 500.150. Over and above the Spring 2024 salary memo, an additional 0.25% of the aggregate salary base, up to but not to exceed $100,000, for eligible members will be provided for the purpose of salary equity adjustments, distributed at the discretion of the Employer.

Salary Adjustments FY 2026

Effective the first full pay period for FY 2026, the Employer shall increase the aggregate base for eligible Members by no less than the percentage in the Spring 2025 academic salary memo and distribute the increase as detailed in 501.260 plus the amount equal to the total costs of promotional adjustments under 500.150. Over and above the Spring 2025 salary memo, an additional 0.25% of the aggregate salary base, up to but not to exceed $100,000, for eligible members will be provided for the purpose of salary equity adjustments, distributed at the discretion of the Employer.

501.260 Distribution FY 2024. The base salary adjustment will be distributed as follows:

a. One third (1/3) of the percentage described in 501.250 for Merit Adjustment.
b. One third (1/3) of the percentage described in 501.250 shall be used by the Employer to increase each eligible Member's previous year's salary base by an equal percentage.
c. One third (1/3) of the percentage described in 501.250 shall be used by the Employer to increase each eligible Member's previous year's base salary by an equal dollar amount, prorated by percent time appointment.

Distribution FY 2025. The base salary adjustment will be distributed as follows:

a. One third (1/3) of the percentage described in 501.250 for Merit Adjustment.
b. One third (1/3) of the percentage described in 501.250 shall be used by the Employer to increase each eligible Member's previous year's salary base by an equal percentage.
c. One third (1/3) of the percentage described in 501.250 shall be used by the Employer to increase each eligible Member's previous year's base salary by an equal dollar amount, prorated by percent time appointment.

Distribution FY 2026. The base salary adjustment will be distributed as follows:

a. One third (1/3) of the percentage described in 501.250 for Merit Adjustment.
b. One third (1/3) of the percentage described in 501.250 shall be used by the Employer to increase each eligible Member's previous year's salary base by an equal percentage.
c. One third (1/3) of the percentage described in 501.250 shall be used by the Employer to increase each eligible Member's previous year's base salary by an equal dollar amount, prorated by percent time appointment.

501.500 Floor Adjustment. Following the determination of all previously described adjustments, the Employer annually will ensure that each Member's 9-month, 100% time appointment base salary shall be no less than a 0.75 compa ratio by rank and CIP code, per the annual OHR Compensation market data.

502.000 PROCEDURE FOR DISTRIBUTION OF MERIT ADJUSTMENT FUNDS AND GRIEVANCES (UMD)

502.100 Procedures for Distribution of Merit Adjustment Funds. The amount of a Member's merit adjustment as provided in Section 500.200 shall be recommended by the Member's department head or other academic unit head to the Principal Administrator. The Principal Administrator shall, in turn, make a recommendation to the appropriate Vice Chancellor, who shall determine the amount of a Member's merit adjustment, if any.

The merit recommendation process must provide an objective unbiased evaluation of each Member following a thorough review of their work. The process must encourage continued good or improved performance, which in turn, should be rewarded by the compensation system. Neither party shall use this description of the process as evidence or argument in arbitration nor shall it be grievable.

502.200 Grievability. The Employer's decision to grant or deny any merit adjustment as provided in Section 500.200 shall be grievable only through Step Three (Section 801.330) of the Grievance Procedure provided by this Agreement.

507.000 MISCELLANEOUS SALARY ADJUSTMENTS (UMD)

507.100 Non-Discrimination. The Employer shall prospectively remedy inequities in salary, if any, based on discrimination as defined in Section 105.000 of this Agreement.

507.200 Base Salary Defined. For the purposes of calculating the amount of any Member's base salary and salary adjustments in this Section 500.000, "base salary" does not include the compensation items described below in Sections 507.300, 507.400 and 507.500.

507.300 Augmentation. During the duration of this Agreement the salary increments for augmentation for administrative positions shall be maintained according to current practice. The Employer

may change the workload or administrative duties performed by a Member employed in an administrative position. In the event of such a change, the augmentation paid to such a Member may be changed in a proportionate amount. Salary increase money generated by augmentation shall stay within the bargaining unit.

507.400 Regents Professorships. The Employer may elect any Member a Regents Professor.

507.500 Awards. The Employer reserves the authority to grant any Member an award.

508.000 ADDITIONAL COMPENSATION (UMD)

508.050 Compensation - Other University Programs. Compensation for appointments such as Graduate School Summer Research Fellowships shall follow all-University guidelines.

508.100 Summer Session. The Employer shall pay a Member who holds an appointment which is other than full time for twelve (12) months at a rate of four percent (4%) of their previous Academic Year's B-base salary per credit assigned during any part of the Summer Session, through a maximum of eight (8) credits assigned to the same Member in the same Summer Session. Any credits beyond eight (8) assigned to the same Member in the same Summer Session shall be compensated at the overload rate of three percent (3%) of the Member's previous Academic Year's B-base salary for each additional credit assigned. A Member assigned to a team-taught course shall be paid for the credits that are proportional to their share of the total instructional responsibility for the course. However, no Member shall be paid more per credit than the maximum salary stipulated in Section 508.104. Notwithstanding any language above that might be interpreted otherwise, the Employer shall not pay a Member any compensation or salary for a Summer course in a situation in which the University decided to cancel or not offer the Summer course on or before April 30 of that year.

508.104 Adjustment of Salary Maximum.
For Summer Session 2024, the maximum salary shall be $3550 per credit, including overloads.
For Summer Session 2025 the maximum salary shall be $3600 per credit, including overloads.
For Summer Session 2026 the maximum salary shall be $3650 per credit, including overloads.

508.300 Continuing Education. During the duration of this Agreement, the Employer shall pay a Member to whom the Employer assigns instructional responsibility for a course which the Employer offers through Continuing Education and for which the Member is not otherwise compensated, the greater of the current Continuing Education rate or three percent (3.0%) of their "B" base annual salary for year in question (except for augmentation as provided in Section 507.200) times the number of credit hours which the Employer assigns to the course.

508.320 Continuing Education Courses Cancellation. Notwithstanding Sections 508.300, the Employer shall not be required to pay a Member for their accepting instructional responsibility for such a course if the Employer cancels the offering of the course because the Employer deems the enrollment insufficient.

508.330 Miscellaneous Compensation -- Continuing Education. Compensation for courses offered through Continuing Education for independent study, for the development of courses to be

offered through independent study, for the examination and evaluation of student proficiency for the purpose of awarding academic credit, for special program evaluation, for courses offered for credit by radio or television, and for courses for which the Employer does not offer academic credit shall be determined by written mutual agreement of the Member and the Employer. A copy of this mutual agreement shall be provided to the Member and to the Association.

508.400 Overload Pay. Compensation for overload instructional assignments, if any, pursuant to Sections 250.000, 255.000, and 610.000 of this Agreement shall conform to the Continuing Education compensation rate established in Section 508.300 of this Agreement.

509.000 Retroactivity. The provisions for this Section 500.000 shall become effective on the respective dates stated in each such provision. If no effective date is stated in a provision, that provision shall become effective when this Agreement is executed or as soon thereafter as possible.

510.000 Legislative Retrenchments. Notwithstanding any other provision of this Agreement, the Employer and the Association agree that in the event a compensation retrenchment, including salary or fringe benefits, is intended by an enactment of the State of Minnesota Legislature, the parties shall reopen the negotiation of this Section 500.000 or of Section 540.000, as the case may be.

511.000 Salary Adjustments For Members On Leave

(1) Members who have been or are on a single-semester leave during an academic year shall be eligible for salary or other benefit improvements provided for in this contract for that academic year in which the single-semester leave occurs. The fact that a Member may or will take a single-semester leave in an ensuing academic year shall not qualify that Member's eligibility for salary or other benefit improvements which may or will occur in the ensuing academic year.

(2) Members who are on sabbatical leave or on leave without pay when salary or other benefit improvements are made shall be eligible for such improvements. The Member shall be eligible for the same improvements which have been made across the board to all Members or to the class of Members to which the Member belongs. The said member shall be eligible for salary increases based upon merit. Data from that Member's previous teaching and service activities shall be used. Data from that Member's research activities of the year of leave shall be used.

(3) Members who are unable to update their Academic Record Files due to their medical condition while on an approved Formal Medical Leave as defined in Section 603.200, will receive across-the-board and floor Base Salary Adjustments as provided in Section 501.000 and, upon return from leave, will be permitted to include relevant information in their Academic Record Files for consideration of Merit Adjustments in the year of their return from leave.

512.000 Summer Compensation For Department Heads, Summer, 1993. The Employer will provide the sum of at least $75,000 to selected Department Heads for non-teaching duties performed during June, July, and August 1993. This sum shall not be included in the aggregate salary base.

513.000 Summer Compensation For Department Heads. Beginning summer of 1994, the Employer will provide a pool for summer compensation for department heads in an amount equal to the previous summer that is increased by the same percentage as the aggregate salary base increase for the following academic year. These funds will be distributed to selected Department Heads for non-teaching duties performed during the months of June, July, and August. This sum shall not be included in the aggregate salary base.

540.000 FRINGE BENEFITS (UMD)

540.200 Faculty Group Life and Income Disability.

540.210 Eligibility for purpose of Section 540.200. Eligibility for the purpose of Section 540.200 shall be in full accordance with the Employer's policies and procedures related to this benefit for non-represented faculty.

540.220 Faculty Group Life Insurance Plan. Benefit coverage for purposes of Section 540.220 shall be in full accordance with the Employer's policies and procedures relating to this benefit for non-represented faculty.

540.230 Faculty Group Income Disability Plan. Benefit Coverage for purposes of Section 540.230 shall be in full accordance with the Employer's policies and procedures relating to this benefit for non-represented faculty.

540.300 Health Insurance Benefits.

540.310 Eligibility for purpose of Sections 540.300. Eligibility for the purpose of Section 540.300 shall be in full accordance with the Employer's policies and procedures related to this benefit for non-represented faculty.

540.320 Benefit Coverage for purposes of Section 540.300. Benefit Coverage for purposes of Section 540.300 shall be in full accordance with the Employer's policies and procedures relating to this benefit for non-represented faculty.

540.325 Plan Access. Members shall have the right to enroll in health care plans available to faculty on the Twin Cities campus, e.g., Health Partners Classic and Patient Choice 1 (Twin Cities) in 2004, at the same cost charged to faculty on the Twin Cities Campus.

540.355 University Pre-tax Benefit Plan. The Employer shall provide Eligible Members with all existing pre-tax benefits as specified in the University Pre-tax Benefit Plan.

540.360 Open Enrollment Periods. The Employer agrees to arrange for an annual enrollment period lasting a minimum of thirty (30) calendar days to allow Eligible Members to make changes in their medical coverages. An open enrollment period for dental coverage will occur in each odd-numbered calendar year. The thirty (30)-day open enrollment period shall be offered sometime between September 15 and December 15. The Employer agrees to make available to Eligible Members new medical and dental plans as insurers shall provide.

540.370 Member Notification. The Employer shall provide an annual statement of Medical, Dental, Life and Disability Insurance coverages available to members.

540.400 Miscellaneous Benefits

540.410 Recreational Facilities. Members, their spouses, and their dependents and the spouse and dependents of deceased Members shall be entitled to use the Employer's recreational facilities for the same cost and on the same terms as other UMD employees, in accordance with the Employer's policy, as amended from time to time.

540.420 Benefits While On Leave. The Employer shall provide to Members who are on approved leaves of absence all those benefits which the Employer provides other faculty in similar appointments on approved leaves of absence in accordance with the Employer's policy, except as may be modified by this Agreement.

540.430 Dependent Death Benefit. If an Eligible Member dies, the Employer shall provide such Member's surviving dependents with one (1) month's salary and the Member's elected medical and dental insurance as of the date of death for one (1) year after the date of the Member's death. The Employer's contribution would be the same as if the Member had lived.

For the purposes of this Section 540.430, "one (1) month's salary" means one-ninth (1/9) of the annual salary for a Member on an Academic Year appointment, e.g. for a "B" appointment, or one-eleventh (1/11) of the annual salary for a Member on an "A" appointment.

540.440 Tickets. Members shall continue to be entitled to purchase or receive tickets for the Member and their spouse and dependents to University sponsored events for the same cost to the Member and by the same procedure as UMD employees in accordance with existing policy at the time this Agreement is executed.

540.500 Benefits for Regular Members Who Are Laid Off. The Employer shall provide Eligible Members who are laid off pursuant to Section 280.000 or who are reduced to part-time pursuant to Section 280.000 with the medical, dental, disability and life insurance benefits provided by Section 540.000, in effect as of the layoff date or appointment reduction, for a period of one (1) year following any such Member's effective date of layoff or reduction to part-time, whichever is applicable. Any Employer subsidy in effect on the layoff date will be continued during this twelve (12)-month period on the same basis as for similarly-situated employees who are not laid off.

540.800 Early Separation Pay.

540.810 Eligibility. The Employer shall have the right to negotiate a separation pay agreement with any individual member, under provisions of the then current University policy. The Employer shall notify the Association within thirty (30) days of the terms and conditions of all such agreements. Neither failure to reach a mutually acceptable agreement, nor the terms of a mutually acceptable agreement shall be grievable under Section 800.000 of the Agreement.

540.900 Phased Retirement and Terminal Agreement/Early Retirement Policy.

540.910 Eligibility. The Employer shall have the right to negotiate a phased retirement or terminal agreement/early retirement agreement with any tenured Member. The Employer shall notify the Association within thirty (30) days of the terms and conditions of all such agreements. Neither failure to reach a mutually acceptable agreement, nor the terms of a mutually acceptable agreement shall be grievable under Section 800.000 of the Agreement.

540.920 Policy. Phased retirement and terminal agreements must comply with the Regents Policy: Faculty and Staff Retirement, May 14, 2004; Administrative Policy: Phased Retirement Program, January 2009; Administrative Policy: Terminal Agreement Program, May 2008.

550.000 FINANCIAL STRINGENCY (UMD)

550.100 Financial Stringency. Financial Stringency is understood to mean financial difficulties that are unusual in extent and require extraordinary rather than ordinary responses. Fiscal Emergency may be invoked if the Regents are "faced with the necessity of drastic reduction in the University budget", reductions so severe that they may "threaten survival" of the University. It is understood that the financial difficulty that would permit the President or Chancellor to propose Financial Stringency is less severe than Fiscal Emergency as described above, and it is also understood that Financial Stringency should not be invoked to respond to foreseeable fluctuations in the University's budget and finances.

550.200 Reduction or Postponement of Compensation. If the University of Minnesota, Duluth is faced with Financial Stringency, the President or Chancellor may propose a temporary reduction or postponement in compensation to be allocated to faculty. If such condition is declared for the University of Minnesota, Duluth by the Regents, the Association and the Employer shall Meet and Negotiate, in accordance with PELRA, a temporary reduction or postponement in the compensation of UEA bargaining unit members in accordance with a mathematical formula or device. In such negotiations, the administration shall provide the documentation that justifies the declaration of Financial Stringency. Such reduction or postponement may not continue for longer than two (2) years, unless renewed by the same procedure.

600.000 LEAVES OF ABSENCE

600.500 Definition. For the purposes of Section 600.000, salary is defined as in Section 507.200.

600.600 Entrepreneurial Leaves. Members shall have the same right to apply for an Entrepreneurial Leave as non-represented faculty under the same terms and conditions.

601.000 Sabbatical Leaves.

601.100 Eligibility. After a Member has completed six (6) or more years of employment with the Employer pursuant to either a nine-month or a twelve-month, full-time, appointment or after they have completed six (6) years of such employment following their most recent sabbatical leave, they shall be eligible for a sabbatical leave.

601.200 Compensation. The Employer shall pay the Member to whom it grants sabbatical leave one-half (1/2) of the salary and full benefits to which they would have been entitled if they had performed their normal duties, or, at the option of the Member, the Employer shall pay the Member to whom it grants a sabbatical leave three-fourths (3/4) of the salary to which they would have been entitled if they performed their normal duties during the year of the sabbatical leave, and during the year succeeding the sabbatical year the Employer shall deduct similar amounts from the Member's salary during that year. Colleges may offer faculty members on sabbatical up to 100% of their base salary for single-semester sabbaticals.

In order to augment their compensation from the Employer, they may also accept one (1) or more non-service grants for research or study or otherwise may augment their compensation provided that the activities yielding the additional compensation do not interfere with the purpose of the sabbatical leave. Permission to receive additional income must be obtained from the Principal Administrator. In establishing the level of permissible sabbatical income, University-approved consulting activities that do not conflict with the purposes of the leave will not be considered when calculating the permissible level of income augmentation. Expenses related to the purposes of the leave may also be taken into account in determining the level of permissible income. Faculty members are encouraged to seek funding from non-University sources to cover the portion of salary not provided under this leave.

If the Member accepts compensation from sources other than the Employer and if such compensation exceeds one-half (1/2) of the salary to which they would have been entitled if they had performed their normal duties, the Employer may reduce the pay which it provides by the amount which such other compensation exceeds one-half (1/2) of the salary to which the Member would have been entitled if they had performed their duties. The salary and benefits paid during a sabbatical leave are not to be regarded as additional compensation for services already rendered but as contemporaneous compensation for services rendered by the faculty member in developing professional knowledge and skill for subsequent service to the University.

University of Minnesota system funds provided to the campus offset the costs of providing sabbaticals to faculty. The Principal Administrator may use these funds to replace teaching or other service of faculty on sabbatical or to supplement the salaries of faculty on sabbaticals. The Principal Administrator may elect to provide additional funds up to 100% of a faculty member’s base salary.

601.300 Length. A sabbatical leave may be for any continuous period of time which does not exceed twelve (12) consecutive months. The sabbatical leave may include parts of more than one (1) academic year.

601.400 Purpose. A Member to whom the Employer grants a sabbatical leave shall use it only for research, study, teaching development or other creative or scholarly activity.

601.500 Reimbursement. If the Member to whom the Employer grants a sabbatical leave voluntarily separates from University employment prior to completing two (2) consecutive subsequent semesters (not including summer) of full-time employment with the Employer, if such employment is made available to them, subsequent to them resuming their duties after completing their sabbatical leave, they shall reimburse the Employer for the salary and fringe

benefits which the Employer paid to them during their sabbatical leave. Phased retirements may not be approved to be taken during the semesters of employment specified above.

601.600 Procedure. If a Member wishes to take a sabbatical leave, they shall submit a written application to the head or division director of the department in which they are employed no later than eleven (11) months prior to the date on which the sabbatical leave is to commence. The chair or head shall forward the written application to the Principal Administrator with the chair or head's recommendation. The Employer shall make a reasonable attempt to accommodate the Member's request.

601.700 Notice. The Principal Administrator shall notify the Member in writing of the Employer's approval or disapproval of the Member's request within two (2) months after the Principal Administrator receives the Member's request. The Principal Administrator shall also identify to the Member, in writing, the reasons for the disapproval, if disapproved.

Sabbatical leaves should not be denied for administrative convenience; however, they may be delayed or restructured for up to one (1) year in order to relieve constraints upon department or unit budgets or to ensure that key courses remain available to students. If a delay is imposed by the college/campus, the period of eligibility for a subsequent sabbatical leave is reduced by the same period of time.

602.000 Single- Semester Leaves

602.100 Eligibility. A Member shall be eligible to apply for a single-semester leave with salary if they meet one (1) of the following conditions:

(a) They hold a full-time, tenured appointment as an Instructor (including Research Fellow) and they shall have been appointed by the Employer for no less than three (3) academic years at the time they propose to take the single-semester leave;

(b) They hold a full-time, regular appointment as an Assistant Professor (including Research Associate) and they shall have been appointed by the Employer for no less than two (2) academic years at the time they propose to take the single-semester leave; or

(c) They hold a full-time, regular appointment as an Associate Professor or Professor and they shall have been appointed by the Employer for no less than one (1) academic year at the time they propose to take the single-semester leave, or

(d) They hold a full-time term appointment and they shall have been appointed for no less than three (3) academic years at the time they propose to take the single-semester leave.

A Member shall not be eligible for a single-semester leave which is immediately to precede or to follow a sabbatical leave or a graduate school summer research grant.

Notwithstanding the above criteria, a Member shall be eligible to apply for a single- semester leave during the third academic year of service following the academic year in which they completed a single- semester leave.

602.200 Purpose. A Member shall use a single-semester leave only for study, research or other scholarly or creative activity which will strengthen the Member's knowledge, understanding or professional expertise and which is intended to benefit or improve teaching at the University and shall not use the leave to write a textbook. The single-semester leave proposal by a Member may include some course work.

602.300 Reimbursement. If a Member to whom the Employer grants a single-semester leave voluntarily separates from University employment prior to completing two (2) consecutive subsequent semesters (not including summer) of full-time employment with the Employer, if such employment is made available to them, subsequent to them resuming their duties after completing their Single Semester leave, they shall reimburse the Employer for the salary and fringe benefits which the Employer paid to them during their Single Semester leave. Phased retirements may not be approved to be taken during the semesters of employment specified above.

602.410 Procedure. If a Member wishes to take a single-semester leave, they shall submit a written application to the Principal Administrator through the head of the department in which they are employed prior to September 15. There shall be a review of all proposals for single-semester leaves from the Certified Unit faculties at UMD by faculty committees selected according to appropriate procedures. Proposals recommended by these committees shall be forwarded to the appropriate Principal Administrator for review and recommendation. That officer shall make a recommendation for each proposal in regard to merit and feasibility, and shall transmit only those that they recommend to the Executive Vice Chancellor for Academic Affairs prior to October 15. The Vice Chancellor shall review the proposals for merit and feasibility. If the Single Semester Quota or more applications are recommended by the UMD faculty, the Vice Chancellor must grant at least ten (10) leaves from UMD. If fewer than the Single Semester Quota proposals are recommended by the Principal Administrators then the Vice Chancellor shall grant a number of leaves which is no less than two-thirds (2/3) of the leaves recommended by the Principal Administrators. The Executive Vice Chancellor shall notify the Principal Administrators of their decision by November 1 and the Principal Administrator shall notify each Member who submitted a proposal of the approval or disapproval of their leave by November 5.

603.000 Sick, Medical, And Disability Leaves

603.050 Confidential Medical Information. Any documents which include confidential medical information shall be retained in a confidential file separate from all other personnel files. Documents in this confidential medical file are subject to release only as provided by State and Federal laws and regulations.

603.100 Informal Sick Leave Eligibility. A Member may be absent with pay because of their illness or injury, or an illness or injury of the Member's child, spouse, or registered domestic partner. Informal sick leaves are limited to fifteen (15) calendar days or less.

603.110 Procedure. If a Member anticipates that they will be unable to perform their normal duties because of illness or injury of themself or their child, spouse, or registered domestic partner for a period of fifteen (15) calendar days or less, they must notify the head of the department or other academic unit in which they are employed. The notification can be either oral or written, and it

must state the date on which they anticipate that they will be able to resume their normal duties. If the date on which they anticipate a return to normal duties changes, the Member must update and communicate with their Department Head.

603.120 Instructional Responsibilities. A Member who takes an informal sick leave shall make reasonable efforts to ensure that classes are taught by others or made up later. In the event that leave is foreseeable, the Member must make all reasonable efforts to coordinate with their Department Head, and Programmatic Area Director if appropriate, to ensure continuity of academic operations.

603.200 Formal Medical Leave Eligibility. Members may apply for a formal medical leave if the *bona fide* illness or injury of the Member would render them unable to perform their normal duties for a period of longer than fifteen (15) calendar days. *Bona fide*, for the purposes of this Section, shall be defined as approved by the University's disability vendor.

603.210 Procedure. If an eligible Member anticipates that they will be unable to perform their normal duties because of illness or injury, for a period of longer than fifteen (15) calendar days (also known as Informal Sick Leave, per Section 603.100), or if the illness or injury extends beyond the initial informal sick leave, they must file a claim with the University's disability vendor and complete the vendor's documentation requirements to support the leave. The disability vendor will evaluate the documentation, determine the onset date of disability, and certify or deny the claim. The University will provide FMLA paperwork at the time in which they are aware a Member will be unable to perform their normal duties because of illness or injury, for a period of longer than fifteen (15) calendar days. FMLA will run concurrently with disability.

603.220 Instructional Responsibility. For formal medical leaves, the department or college is responsible for making other arrangements to make up classes and to cover other duties. When the University's disability vendor has approved the medical leave, UMD Human Resources must notify the appropriate Department Head or other related administrator as soon as practical.

603.230 Medical Leave Limit. Eligible Members may have up to three (3) months of paid medical leave, concurrent with FMLA and including the informal sick leave, upon approval of the Leave Management Team and the University's disability vendor. For longer periods of illness or injury, the Member must file a claim with the University's disability vendor and complete the vendor's documentation requirements to support a long-term disability claim. Where long term disability is involved, for Members on nine-month appointments, part or all of the three (3) month medical leave may be unpaid if it occurs during off-contract periods.

603.240 Effective Date of Medical Leave. Medical leave periods, except in cases of long term disabilities, begin on the business day that the Member is first unable to fulfill their normal duties, and they include the fifteen (15) calendar day informal sick leave. Where long term disability is involved, medical leave periods begin at the onset of disability, as certified by the University's disability vendor.

604.000 Parenthood Leaves

604.100 Eligibility. The Employer shall provide each Member with a parenthood leave with full salary if part or all of the delivery or leave period, or the adoption, occurs during the period of their appointment. Employees may be eligible for other leaves that occur prior to or after the leave under other applicable administrative policies or governing documents.

604.200 Leave for the Birth Parent of a Child.
A birth parent Member shall receive a leave of up to the equivalent of a semester in duration during the semester of their child's birth or the following semester. The Member need not prove actual disability during the leave period. In the case where the child must remain in the hospital longer than the birth parent, the leave may begin within thirteen (13) weeks after the child leaves the hospital. A Member shall notify their Principal Administrator of their intention to take leave as soon as reasonably practical.

604.300 Leave for Non-Birth Parent of a Child. A non-birth parent Member shall receive up to six (6) weeks of consecutive leave following the birth or adoptive placement of their child. The leave shall commence on the date requested by the Member but may not commence more than two (2) weeks prior to the due date or adoption event or more than thirteen (13) weeks after the birth or adoption event. In the case where the child must remain in the hospital longer than the birth parent, the leave may begin within thirteen (13) weeks after the child leaves the hospital. A Member shall notify their Principal Administrator of their intention to take leave as soon as reasonably practical.

604.400 Family and Personal Leaves Without Pay

604.410 Eligibility. This Section 604.400 applies to all Members in accordance with the Employer's guidelines as stated at https://hr.umn.edu/Benefits/Vacations-and-Time/Leave-Absence except as may be modified by this agreement.

604.420 Coverage. Upon request, a Member is entitled to a leave of absence without salary for up to twelve (12) months following the birth or adoption of a child or in the case of a child, spouse, parent, parent-in-law, or other dependent as defined in the Internal Revenue Service Code with a serious health problem. A Member is entitled under the same circumstances to an additional unpaid leave of up to twelve (12) months unless the Senior Vice President for Academic Affairs determines after consultation with the Member and their Principal Administrator that the leave will create substantial and exceptional hardships for students and other faculty. Except in the case of unforeseen circumstances, a Member requesting leave under this section 604.400 should make the request to the head or chair of their department or division at least four (4) months prior to the expected beginning date of the leave. This leave may begin immediately following a disability leave related to childbirth or at the end of a parenthood leave. A Principal Administrator and the Member may agree to shorten or lengthen the duration of the leave or to make the leave part-time.

605.000 Military Leaves

605.100 Eligibility. The Employer shall provide a military leave to each Member who holds a full-time, nine-month or more appointment in order to permit the Member to participate in required duties conducted by the National Guard or by any of the armed services reserve forces of the United States.

605.200 Compensation. A Member to whom the Employer grants military leave shall be entitled to pay for up to two (2) weeks of military leave during an academic year.

605.300 Procedure (UMD). Each Member who wishes to be granted a military leave shall submit a written application to the head of the department in which they are employed as far in advance as possible of the date on which the military leave is to commence or immediately after the receipt of duty orders. The head shall forward the application to the Principal Administrator promptly.

606.000 Appearance In Court

606.100 Eligibility. The Employer shall provide a leave with salary to each Member when they are required to testify before a court or before a legislative committee upon the request of the government of the United States or of the State of Minnesota or on behalf of the University of Minnesota; when they are subpoenaed to testify; when they are called to testify as an expert; or when they are required to serve as a juror or potential juror.

606.200 Procedure. If a Member wishes to use leave for such a purpose, they shall notify the head of the department to which the Employer has assigned them as soon as they are aware of the possibility that they will be required to absent from their normal duties.

607.000 Holidays

607.100 Listing of Holidays (UMD). If any of the following fall during the period of a Member's appointment, it shall be a holiday for the Member: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day and three (3) other days designated by the Employer.

607.200 Effect of Holiday. The Employer shall not schedule any classes and shall not require any Member to perform their normal duties on a day designated as a holiday.

607.300 Holidays on Weekends. If a day otherwise designated as a holiday falls on a Saturday, the preceding Friday shall be designated as the holiday. If a day otherwise designated as a holiday falls on a Sunday, the following Monday shall be designated as the holiday.

607.400 Religious Holidays. When (1) a Member intends to observe a holiday designated as such by their religious affiliation but not otherwise designated herein as a holiday and (2) their observation of the religious holiday requires the Member to be absent from their normal duties to the Employer, the Member has an obligation to arrange for a substitute or make up instruction in a manner most convenient for all of their students. The Member shall notify their Principal Administrator in writing of the Member's intent to be absent and of the arrangements made for such absence at least seven (7) calendar days, except under unusual circumstances, before the religious holiday.

608.000 Vacations

608.100 Vacation Policy. Vacation eligibility, accrual, and usage for Members shall be governed by the Regents Policy: Employee Work Life and Personal Leaves as amended from time to time and the

Administrative Policy: Vacation Leave for Faculty and Academic Professional and Administrative Employees, June, 2010.

610.000 SUBSTITUTION (UMD)

610.100 Assignment to Replace Members on Leave. Subject to the provisions of Sections 250.000, 255.000, 500.000, the Employer may assign Members to assume the normal instructional duties of other Members when those other Members are making use of their sick leave, maternity leave, or military leave or are appearing before a court or a legislative committee or are required to serve as a juror or when the Employer provides leaves to Members to attend a meeting of a professional organization directly related to the Member's academic discipline.

610.200 Additional Compensation. Any assignment of substitutional duties as provided in Section 610.100 which causes a Member's workload to exceed their workload limits as provided in Sections 250.000 or 255.000 shall be made only with the consent of the Member. In such cases, the Member shall be recognized for handling such substitutional duties by a future reduction in workload or supplemental pay, as provided in Section 508.400 of this Agreement. The Member's and the Employer's agreement shall be in writing. A copy of the agreement shall be provided to the Member and to the Association and a copy shall be placed in the Member's official personnel file(s).

640.000 UNCOMPENSATED LEAVES

640.100 Eligibility. At the request of a Member, the Employer may provide them with an uncompensated leave.

640.200 Length. An uncompensated leave shall be for a period of two (2) years or less and may be either full-time or part-time. The Employer may grant successive uncompensated leaves to a Member; however, successive uncompensated leaves shall be granted only in exceptional circumstances.

640.300 Procedure. If a Member wishes to take an uncompensated leave, they shall submit a written application for uncompensated leave to the Principal Administrator of the academic unit in which they are employed. The Member shall submit the request for uncompensated leave a reasonable time in advance of the date on which the uncompensated leave is to commence. If the Principal Administrator determines that the Employer will be able to make satisfactory arrangements, the Principal Administrator shall recommend that the Employer grant the request. If the Principal Administrator recommends that the request be granted, they shall forward the request and their recommendation through the appropriate channels to the Regents. Approval of such a request shall be within the sole discretion of the Regents. Requests for successive uncompensated leaves shall be handled in a similar fashion.

640.400 Effect of Leave. The taking of uncompensated leave shall affect the rights of a Member according to the provisions of this Agreement.

720.000 TRAVEL

720.100 Conduct and Reimbursement (UMD). All travel by Members shall be conducted and reimbursed according to the provisions of the University of Minnesota Travel Regulations, as amended from time to time.

720.200 Insurance (UMD). Members traveling under the provisions of Section 720.100 shall be insured at the expense of the Employer for the amount specified in the University of Minnesota Travel Regulations, as amended from time to time.

800.000 GRIEVANCE PROCEDURE (UMD)

801.000 Dispute Resolution. The Association and the Employer agree that they will use their best efforts to encourage the informal and prompt resolution of any dispute which may arise concerning application of this Agreement or of University policies. In the event that a dispute arises between the Employer and the Association, or a group of Members or Member and the dispute cannot be resolved informally, the grievance procedure described herein shall apply, except as otherwise provided by this Agreement.

801.100 Definitions

801.110 Grievance. A "grievance" means a charge by a grievant that there has been a breach or improper application of a specific term(s) of this Agreement or University policies.

801.120 Grievant. "Grievant" means the Association, or a Member who presents a grievance to the Employer in accordance with the terms of this Section 800.000.

801.130 Day. "Day" means a calendar day other than one which has been designated an official holiday at the University of Minnesota. Event(s) which give rise to a grievance while the grievant is off campus can be deemed by the grievant to have occurred the first day the grievant returns to duty on the campus.

801.150 President. "President" means the President of the University of Minnesota or their designee.

801.160 Chancellor. "Chancellor" means the Chancellor of UMD or their designee.

801.170 Service. "Service" means sending an e-mail message to the appropriate individual using their University e-mail address. The date of service shall be the date the e-mail was sent. Date of service shall serve to initiate the counting of days for each stage in the formal grievance procedure.

801.200 Grievance Procedure

801.210 Representation. A designee of the Association may be present with any grievant while attempts are being made to resolve disputes concerning the application of this Agreement or University policies. The Association shall represent the grievant at Steps One through Four of the formal stages of this Grievance Procedure.

801.220 Grievance Forms. All grievances at Steps One through Three of this Grievance Procedure shall be submitted in writing on the grievance form currently in use and shall be signed by a duly authorized designee of the Association. On the grievance form the grievant shall set forth a concise statement of facts which give rise to the grievance, shall specify the grounds for the grievance, cite which Sections of the CBA were violated, or which past practice or policy were violated and shall state the specific relief requested. The citation of Sections, past practices, or policy by the Association does not preclude the amendment of the grievance for any reason whatsoever.

801.300 Formal Resolution

801.310 Step One. The Association may submit the grievance to the Principal Administrator by serving a signed, completed grievance form upon the Principal Administrator within thirty days from the date which the grievant, through the use of reasonable diligence, had or should have had knowledge of the events which give rise to the grievance. Within fifteen (15) days of the Principal Administrator's receiving the grievance form, the grievant and a representative of the Association or a representative of the Association shall meet with the Principal Administrator and shall attempt to resolve the grievance. The meeting shall be held in the office of the appropriate Principal Administrator or at a place designated, to include a virtual meeting, pursuant to an agreement between the Association and the appropriate Principal Administrator. The Principal Administrator shall then respond to the grievant in writing within fifteen (15) days of the meeting and shall serve their response upon the Association.

801.320 Step Two. If the grievance is not resolved after the formal meeting with the Principal Administrator, the Association may submit the grievance form upon the head of UMD HR fifteen (15) days after the receipt of the Step One response. Within fifteen (15) days of the head of UMD HR receiving the grievance form, the grievant and a representative of the Association or a representative of the Association shall meet with the head of UMD HR and shall attempt to resolve the grievance. The meeting shall be held in the office of the head of UMD HR or at a place designated, to include a virtual meeting, pursuant to an agreement between the Association and the head of UMD HR. The head of UMD HR shall respond to the grievant in writing within fifteen (15) days of the meeting and shall serve their response upon the Association.

801.330 Step Three. If the grievance is not resolved after the head of UMD HR has served their response upon the Association, the Association may seek review of the head of UMD HR's action by serving the grievance form and the head of UMD HR's response upon the Executive Vice Chancellor of Academic Affairs (EVCAA) within ten (10) days after the receipt of the Step Two response. Within fifteen (15) days of the EVCAA receiving the grievance form and the head of UMD HR's response, the grievant and the representative of the Association or a representative of the Association shall meet with the EVCAA and shall attempt to resolve the grievance. The meeting shall be held in the office of the EVCAA, or at a place designated, to include a virtual meeting, pursuant to an agreement between the Association and the EVCAA. The EVCAA shall then respond to the grievant in writing within fifteen (15) days of the meeting and shall serve their response upon the Association.

801.340 Step Four

801.341 Arbitration. In the event a grievance is not satisfactorily resolved after the EVCAA has served a response, the Association may submit a request for arbitration of the grievance by serving a written notice to that effect on the Vice President for Human Resources within twenty (20) days after receipt of the Step Three response.

The arbitration may be conducted by a sole arbitrator whom the Association and Employer mutually name. If a sole arbitrator cannot be named by mutual agreement no more than ten (10) days after receipt of the request for arbitration, either the Association or the Employer may request the Director of the Bureau of Mediation Services to submit a list of at least five (5) arbitrators. The Employer and the Association shall alternately strike one (1) name at a time, Employer striking first, from the list until there is only one (1) name remaining. The remaining name shall be the sole arbitrator. The selection of a sole arbitrator shall be completed no later than ten (10) days after receipt of the list.

If either the Association or the Employer does not want to use a sole arbitrator, the arbitration shall be conducted by a panel of three (3) persons: one (1) representative designated by the Association, one (1) representative designated by the Employer, and a third arbitrator chosen by the first two. The Association arbitrator and the Employer arbitrator shall be designated no later than twenty-five (25) days after receipt of the request for arbitration. If the first two arbitrators cannot agree within five (5) days on the third arbitrator, either the Association or the Employer may request the Director of the Bureau of Mediation Services to submit a list of five (5) arbitrators. The Employer and the Association shall alternately strike one (1) name at a time from the list, Employer striking first, until there is only one (1) name remaining. The one (1) name remaining shall be the third panel member. The third panel member shall be notified by a joint letter which requests that a time and location for a hearing convenient to the participants be set.

If a sole arbitrator is used, the Employer and the Association shall each be responsible for one-half (1/2) of the arbitrator's fee. If the arbitration is conducted by a panel, the Employer and the Association shall be responsible for the cost of their respective arbitrator and one-half (1/2) of the third selected arbitrator's fee. Each party shall bear its own expenses.

801.342 Questions of Arbitrability. If any question arises as to arbitrability, the question shall be ruled upon by the panel or the sole arbitrator. Either party may appeal the panel's or sole arbitrator's ruling on the question of arbitrability to the Minnesota District Court pursuant to Chapter 572 of the Minnesota Statutes. Such appeal shall not be taken until the panel or sole arbitrator has ruled on all issues submitted to it. Until the issue of arbitrability has been finally resolved, implementation of the panel's or the sole arbitrator's decision shall be stayed automatically.

801.343 Arbitrators' Decision Deadline. The panel or the sole arbitrator shall hold a hearing promptly and shall issue a decision no later than twenty (20) days from the date of the close of the hearing. The panel's or the sole arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The decision of the panel or sole arbitrator shall be final and binding upon the grievant, the Employer and the Association.

801.400 Private Hearings. All meetings and hearings conducted pursuant to this Grievance Procedure shall be private and shall include only the interested parties, their designated representatives, and any witnesses called relative to the proceedings.

801.410 Effect of Time Limits. By mutual agreement, the grievant and the Principal Administrator or the Association and the Principal Administrator, the head of UMD HR or the EVCAA may waive any step or extend any time limit established by this Section 800.000. However, if there is no waiver and if the grievant or the Association fails to adhere to a time limit established by this Section 800.000, the grievance shall be deemed resolved at the prior step. If the Principal Administrator, the head of UMD HR or the EVCAA fails to adhere to a time limit established by this Section 800.000, the Association may proceed to the next step.

801.420 Withdrawal of Grievances. The grievant or the Association may withdraw or reduce the scope of the grievance at any point in the grievance process.

801.430 Order of Grievances. Arbitrations shall be scheduled in the order in which the Vice President for Human Resources receives notice of the Association's intent to request arbitration, except when the parties may mutually agree to either a different order, or to schedule more than one (1) grievance to be heard by a single panel or sole arbitrator. Any such mutual agreement shall be confirmed in writing.

801.440 Joint Grievances. The Employer and the Association may agree that identical or similar grievances may be handled jointly at any or all steps of this Grievance Procedure.

No such agreement shall be effective unless it is in writing and signed by an authorized representative of the Employer and by an authorized representative of the Association.

801.500 Rights and Responsibilities of the Grievant, Employer and Association

801.510 No Reprisals. No reprisals shall be taken by the University against any participant in the grievance procedure by reason of such participation.

801.520 Personnel Files. Except for the decision resulting from arbitration or settlement, all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the Members.

801.540 University Responses. A copy of the written University response to the grievant at each step of the grievance procedure shall be forwarded to the Association at the same time it is forwarded to the grievant.

801.600 Altering Grievance Procedure

801.610 By Association. If an administrative action affects Members in more than one (1) department or school, the Association shall have the right to file a grievance at the Step appropriate to the allegation or complaint being grieved. In all such cases the grievance shall be filed within twenty (20) days following the act or omission giving rise to the grievance or the date on which the Association reasonably should have known of such act or omission, if that date is later, and the

Association shall utilize the grievance form referred to in Step One. A grievance so presented shall be answered in writing within ten (10) days of receipt of the grievance. In the event satisfactory resolution is not achieved by this action, the time limits and forwarding procedures set forth in Section 801.300 shall be applicable.

801.620 By Agreement. By mutual agreement between the Regents and the Association, any of the Steps set forth in Section 801.300 can be passed over. Any such mutual agreement shall be confirmed in writing.

801.700 Resolution Implementation. The resolution of any grievance shall be implemented as soon as reasonably possible. In no event shall the implementation of any resolution of a grievance be delayed beyond a time when implementation would render the resolution void or of no effect.

850.000 WORK RULES AND PRACTICES (UMD)

850.100 Employer's Right. The Chancellor and Principal Administrators or their designees, acting as agents of the Employer, shall follow past practices; they may change past practices, and establish unit work rules provided that such past practices, new practices, or unit work rules:

(a) Are consistent with this Agreement; and

(b) Are consistent with policies adopted by the Regents, provided that such policies do not conflict with this Agreement; and

(c) Are not arbitrary and capricious.

850.200 Association's Right. The Association shall be given reasonable notice and the right to meet and confer on new practices or the establishment of unit work rules prior to their being put into effect.

850.300 Accountability. Members shall not be held accountable for such rules and regulations until distribution to the Members has been made.

910.000 CONFIDENTIALITY

910.100 Student Information. The Employer shall not compel a Member to give information regarding students that violates the Employer's policy regarding confidentiality of such student information.

910.200 Privacy. Discussions involving the Employer which concern a Member's performance on the job shall be held in private. This Section shall not prevent the holding of meetings concerning job performance which are customary or which are provided by this Agreement.

920.000 HEALTH AND SAFETY

920.100 Intent of the Parties. Both the Employer and the Association are dedicated to maintaining a safe and healthful working environment for Members. No Member shall be required to perform work under conditions which can reasonably be judged to represent a clear danger to that Member's health and/or safety.

920.200 Employer's Obligation. The Employer agrees that work space and equipment shall meet the standards set forth by applicable state and federal law regarding health and safety.

920.300 Resolution of Safety Questions (UMD). The Association and the Employer shall each designate an individual to represent them as safety officers. The Employer shall inform any affected Members of hazardous conditions of which the Employer is reasonably aware. A Member shall report an alleged hazardous condition of which they are reasonably aware to their immediate supervisor. If the supervisor's response is not satisfactory, the Member shall contact the Association's safety officer. If the Association's safety officer concludes that a Member's complaint is valid, the Association's safety officer shall contact the Director of Human Resources and shall arrange for a joint investigation of the matter. If the two agree on a recommendation for action, that recommendation shall be forwarded to the Executive Vice Chancellor for Academic Affairs. If they disagree on a recommendation or if the Vice Chancellor fails to implement their joint recommendation, the Association may attempt resolution through use of the Grievance Procedure of this Agreement, beginning with Step Two.

930.000 EQUIPMENT AND CLOTHING

The Employer shall continue to provide Members whose duties include laboratories or physical education with appropriate clothing and equipment in accordance with existing policy.

935.000 TEXTBOOKS

935.100 Text Selection (UMD). All textbooks and other teaching materials to be purchased or used by students shall be selected by the Member. In the event a Member selects a text written or edited by that Member for use in their classes, the Member shall follow the Employer's policy for approval of such use as presently in effect and as amended from time to time.

935.200 Complimentary Copies. In the event the Member demonstrates that the publisher will not provide a complimentary copy of a required text, the Employer shall provide a copy for the Member's use during the time the course is actually being offered. The copy shall be the Employer's property.

940.000 OFFICE SPACE

The Employer shall continue to provide Members with office space and office furniture comparable to that presently provided to Members. Changes in individual office assignments may be made following advance consultation with the Member's department head.

955.000 PERSONNEL FILES (UMD)

955.100 Official Personnel Files. The Employer shall maintain two (2) official personnel files, one called the "Employment Record File" and the other the "Academic Record File," for each Member. Employment Record File shall be held in the electronic records system managed by UMD Human Resources and the Academic Record File shall be located at the office of the Principal Administrator of the academic unit in which the Member is employed. The Employer may maintain other personnel files; however, the Employer shall only take action with respect to a

Member based upon the information which is contained in the official personnel files (with the exclusion of Section 201.000).

955.200 Contents

955.210 Employment Record File. Each Employment Record File shall contain all official documents and records of a Member's employment with the University of Minnesota except materials described in Section 955.220 of this Agreement.

955.220 Academic Record File. Each Academic Record File shall contain only materials relevant to performance appraisal for annual merit salary adjustments, for appraisal of probationary service under Section 201.600, for promotion and/or tenure review under Section 201.400, and a record of performance evaluations generated under 201.700 of this Agreement.

955.300 Source to be Identified. The Employer shall not include material in a Member's official personnel file(s) unless the material's source is identified.

955.400 Responses. No material shall be placed in a Member's official personnel file(s) unless the Employer has provided the Member with a copy of any such material. Each Member shall be permitted to submit a written response to any document which the Employer includes in their official personnel file(s). The Employer shall include the written response in the Member's official personnel file(s).

955.500 Access. Each Member shall have reasonable access to their official personnel file(s) as well as information in other files regarding themselves which is available under state and federal law. The Employer shall provide copies of any document upon request. Upon the Member's written authorization, the Employer shall grant the Association or the Member's legal representative access to the Member's official personnel file(s) and to any information in other files, as referred to above, to which the Member would have access. The Employer shall provide forms for this purpose. Notwithstanding any provision of this agreement, access to documents contained in any personnel file should be provided in conformance with Minnesota Government Data Practices Act as amended from time to time.

955.600 Removal of Materials. The Employer shall not remove or permit any other person to remove material from an official personnel file unless the Employer and the Member agree in writing to such removal. Any document or portion of any document may be removed as a result of a grievance process under Section 800.000 of this agreement.

955.700 Promotion and Tenure File. Notwithstanding Section 955.100, the Employer may take action with respect to a Member based upon the information which is contained in the Member's Promotion and Tenure File as provided in this Section 955.700 and in Section 201.000. When a Member is considered for a promotion or conferral of Indefinite Tenure, as provided in Section 201.000 of this Agreement, the Member with the Convenor's assistance shall prepare a Promotion and Tenure File. The information for the file may be drawn from the Academic Record File and may contain relevant materials from other sources. The Employer shall retain one (1) record copy of the file after the completion of the process, while the original file and all

other copies shall be returned to the Member. Sections 955.300, 955.400, 955.500, and 955.600 shall apply to this Section 955.700.

955.800 Confidentiality. In addition to the access provided in Section 955.500, the Employer shall limit access to the Member's official personnel file(s) and Promotion and Tenure File to persons who perform legitimate roles in personnel matters, including the Procedure for Promotion or Conferral of Indefinite Tenure as provided in Sections 201.400, the Review of Probationary Members by Head as provided in Section 201.600, Review of Tenured Faculty Performance as provided in Section 201.700, and recommendations for Merit Adjustments as provided in Section 502.100.

965.000 CAMPUS CONSULTATION

965.100 Association's Consultants. The Association, in writing, shall provide the Employer with the names of Members who have authority to act on behalf of the Association and shall designate each such Member's area of authority.

965.200 Employer's Consultants. When it becomes necessary for the Association to discuss matters relating to the administration of this Agreement or other matters appropriate to the exclusive representative's responsibilities, it shall contact the Office of the Chancellor or the person whom the Chancellor designates in writing, except as provided in other sections of this Agreement.

965.300 Scheduling of Meetings. Upon notification by either party to the other, consultation shall be scheduled at a mutually agreeable time within two (2) weeks, except as provided in other sections of this Agreement.

975.000 TITLES

Section and provision titles are for convenience only and shall not be used in construing this Agreement except to the extent they identify campuses.

978.000 LIABILITY

The Employer assumes no liability for any personal property of Members used or stored on University premises.

980.000 TOTALITY OF AGREEMENT

980.100 Acknowledgment (UMD). The Employer and the Association acknowledge that during the negotiations which have resulted in this Agreement each had the unlimited right and opportunity to present demands and proposals with respect to all matters lawfully subject to collective bargaining, that all of the understandings and agreements reached by the Employer and the Association are set forth in this Agreement and that this Agreement constitutes the entire agreement between the Employer and the Association.

980.200 Inconsistency. In the event of any inconsistency of this Agreement with the Employer's rules, policies, or by-laws, this Agreement shall prevail.

980.300 Right to Amend. Nothing in this Agreement shall preclude the Employer and the Association from reaching an agreement to alter, amend, supplement, delete, enlarge or modify any of the provisions of this Agreement. However, such an agreement to alter, amend, supplement, delete, enlarge or modify any of the provisions of this Agreement shall be effective only if it is in writing and if it has been executed by both the Employer and the Association.

980.400 Contract Administration (UMD). All understandings resulting from contract administration meetings or any other labor management forums may not extend, modify or nullify the Agreement between the Employer and the Association, unless the parties agree in accord with 980.300.

990.000 CONFORMITY TO LAW AND SEVERABILITY

The Employer and the Association intend that all provisions of this Agreement shall conform with applicable law. The provisions of this Agreement shall be deemed severable. If an enactment or decision of any legislative body or court or administrative agency of competent jurisdiction invalidates any provision of this Agreement or requires conduct inconsistent with any provision of this Agreement, that provision shall be deemed null and void except to the extent permitted by law. If any such provision is invalidated and deemed null and void, the invalidity of such a provision shall not affect any other provision of this Agreement, and all other provisions of this Agreement shall continue in full force and effect. When a provision of this Agreement that has been rendered invalid by this Section subsequently becomes legal as a result of a modification of applicable law during the term of this Agreement or extension thereof, the validity of such provision shall be renewed.

995.000 DURATION OF AGREEMENT

995.100 Effective Date. Unless this Agreement explicitly states that an item is retroactive, this Agreement shall become effective at the time of its approval by both the Employer and the Association and shall continue in full force and effect until June 30, 2026.

995.200 Continuing Effect. This Agreement shall be automatically renewed from year to year after June 30, 2026 unless either the Employer or the Association shall notify the other in writing no later than March 1, 2026, or no later than March 1 of any succeeding year in which either desires to meet and negotiate concerning the terms and conditions of employment for Members. This Agreement shall continue in full force and effect for the period during which the Employer and the Association meet and negotiate.

995.300 Termination. In the event that either the Employer or the Association desires to terminate this Agreement, it shall give written notice to the other party no less than ten (10) days prior to the date on which it desires to terminate this Agreement, which date shall not be before the expiration of this Agreement pursuant to Section 995.200.

1000.000 DISCIPLINE (UMD)

1000.050 Procedure. If discipline of a Member is being considered, an investigation shall be conducted by the appropriate disciplining member of the Administration or their designee and the following actions shall be taken before any disciplinary action is imposed:

(a) The Member shall be given a written notice that identifies the proposed disciplinary action, sets forth the reasons for the disciplinary action, and presents the facts that gave rise to the decision to discipline the Member.

(b) A meeting shall be held that includes the Member, the member of the Administration who will be responsible for administering any contemplated disciplinary action, and an Association representative from the campus.

(1) A written notice of the date and time of the meeting shall be sent via the Member's campus e-mail address, and also by campus mail to the Member's campus address, if any. The written notice must be mailed at least seven (7) calendar days before the date on which the meeting is scheduled to be held. A copy of the notice shall be e-mailed to both the Association and the Association Grievance Officer.

(2) The meeting must be conducted in a manner that enables all present to hear the charge(s) presented and the response, if any, of the Member who is charged.

(c) The Member shall have an opportunity to present in writing any facts or evidence they feel are relevant to the charges and resulting investigation. The written response must be postmarked or e-mailed within ten (10) calendar days of the meeting.

A Member who decides not to attend the meeting described in (b) above, indicates acceptance of the proposed discipline, and the Member waives their rights to the grievance process.

1000.075 Disciplinary Grievances. Any grievance filed because of disciplinary action being imposed shall be initiated at Step Two.

1000.100 Disciplinary Action. Disciplinary action may be imposed upon a Member for just cause. Disciplinary action or measure shall include only the following:

(a) documented verbal reprimand;

(b) written reprimand;

(c) suspension with or without pay;

(d) termination.

The Association and the Employer agree that repeated and unremedied behaviors may warrant progressive discipline. The Association and the Employer also agree that, depending on the severity of the conduct and/or on the specific circumstances under consideration, the discipline does not have to start with the lowest form.

A Member who is to be disciplined has the right to request and have an Association representative present when the disciplinary action is taken.

1000.150 Discipline Records. Upon written or verbal request of a Member, if no disciplinary action is taken against that Member for one (1) year following a written reprimand, the reprimand and related materials shall be removed from the Member's official personnel files as defined in Section 955.100.

If no disciplinary action resulting in a suspension is taken for two (2) years after a suspension [three (3) years after a suspension for student abuse, sexual harassment, or physical assault], upon written or verbal request of a Member the record of that suspension and related materials shall be removed from the Member's official personnel files as defined in Section 955.100 and given to the Member.

If following an investigation of a Member for possible disciplinary action, no disciplinary action is taken, then all record of such investigation shall be removed from the Member's official personnel files as defined in Section 955.100.

1000.200 Written Reprimand. If a written reprimand is given to a Member it shall be done in a manner that will not embarrass the Member before the other employees, students or the public. The Member shall be given the opportunity to respond to any written reprimand and the response shall be entered in the Member's official personnel file(s) along with the reprimand. The Member shall be given a copy of any entry in their official personnel file(s) and shall be permitted to insert a response thereto. Only such material as is entered in the Member's official personnel file(s) shall be used as evidence in any subsequent disciplinary action or hearing.

If it is determined through the Grievance Procedure that a written reprimand was issued without just cause, such reprimand shall be removed from the Member's official personnel files as defined in Section 955.100.

1000.300 Suspension. A Member may be suspended for up to ninety (90) calendar days with or without pay for just cause. The Member shall be notified in writing of a proposed suspension, specifying the reasons.

1000.400 Dismissal for Cause. A Member may be dismissed for just cause upon ten (10) calendar days advance written notice. The reason for the dismissal must be stated in the notice to the Member.

1000.500 Grievability. Disciplinary actions for just cause shall be subject to the Grievance Procedure. A Member dismissed for cause may initiate the grievance at Step Two. If a Member fails to grieve a disciplinary action in a timely manner pursuant to Section 800.000, such Member is considered to have waived their right to appeal as provided in this Agreement.

1000.600 Arbitration Hearing. At any arbitration hearing concerning disciplinary actions for just cause, both the Member and the Employer shall have the right to be represented by counsel, to be heard, to have witnesses testify, to see all evidence and to cross-examine all witnesses. The Employer assumes the burden of substantiating the charges through presentation of proper, relevant and sufficient evidence. The hearing shall be open or closed at the mutual agreement of the parties.

1050.000 CONTINUING EDUCATION AND/OR RESTORATIVE JUSTICE.

The Association and Employer agree a continuing education plan and/or restorative justice measure may be appropriate either when combined with a disciplinary action or when not combined with such an action. The Association and the Employer agree that if a plan or measure is to be created, such a plan or measure must be created after offering individual consultations to all the parties involved.

If consensus regarding a continuing education plan or restorative justice measure cannot be reached when disciplinary action is involved, disciplinary action alone will be imposed by the Employer, with the final decision for the discipline resting with the Employer.

Section 1050.000 will be in effect only for the duration of this Collective Bargaining Agreement.

1100.000 CONFLICT OF INTEREST

1100.200 Individual Conflict of Interest. The Regents Policy on Disclosure of Financial Arrangements with Industry dated May 12, 1988, Individual Conflicts of Interest, dated March 12, 2010, and the Administrative Policy on Individual Conflicts of Interest, dated October 2010, shall apply to Members.

1200.000 OUTSIDE CONSULTING AND OTHER COMMITMENTS.

1200.100 Members' Obligation. Members shall follow the Employer's policy on Outside Consulting and Other Commitments as presently in effect and as amended by the Employer from time to time, except to the extent that provisions of this Agreement modify the application of or supersede this policy.

1200.200 Notification. The Employer, in accordance with Section 850.000, shall notify the Association of any intended amendment of the Employer's policy.

1300.000 NO STRIKE--NO LOCK OUT

1300.100 Lock Outs. No lock out of Members shall be instituted by the Employer during the term of this Agreement.

1300.200 Strikes (UMD). During the term of this Agreement no strike of any kind, as defined in Minnesota Statutes 179.63, Subdivision 12, shall be engaged in, sanctioned or supported by the Association, its officers or agents. In the event the Employer alleges that any Member or Members are engaged in a strike, the Association shall, upon written notification, immediately notify such Member or Members in writing of the allegation and the implications of a strike.

1400.000 INTELLECTUAL PROPERTY (UMD)

1405.000 Purpose. This policy exists to encourage research and innovation, clarify ownership of intellectual property rights, create opportunities for public use of University innovations, and

provide for the equitable distribution of monetary and other benefits derived from intellectual property.

1410.000 Effective Date. This policy is effective retroactive to October 8, 1999 for all Members.

1420.000 Creator. "Creator" means the individual or group of individuals who invented, authored, or were otherwise responsible for the intellectual creation of the intellectual property, as defined in the applicable intellectual property statutes.

1420.200 Intellectual Property. "Intellectual property" means any invention, discovery, improvement, copyrightable work, integrated circuit mask work, trademark, trade secret, and licensable know-how and related rights. Intellectual property includes, but is not limited to, individual or multimedia works of art or music, records of confidential information generated or maintained by the University, data, texts, instructional materials, tests, bibliographies, research findings, organisms, cells, viruses, DNA sequences, other biological materials, probes, crystallographic coordinates, plant lines, chemical compounds, and theses. Intellectual property may exist in a written or electronic form, may be raw or derived, and may be in the form of text, multimedia, computer programs, spreadsheets, formatted fields in records or forms within files, databases, graphics, digital images, video and audio recordings, live video or audio broadcasts, performances, two or three-dimensional works of art, musical compositions, executions of processes, film, film strips, slides, charts, transparencies, other visual/aural aids or CD-ROMS.

1420.300 Net Income. "Net income" means the gross monetary payments the University receives as a result of transferring rights in the intellectual property less the University's out-of-pocket expenditures (including legal fees) directly attributable to protecting, developing, and transferring that intellectual property.

1420.400 Regular Academic Work Product. "Regular academic work product" means any copyrightable work product which is an artistic creation or which constitutes, or is intended to disseminate the results of, academic research or scholarly study. Regular academic work product includes, but is not limited to, books, class notes, theses and dissertations, course materials designed for the web, distance education and other technology-oriented educational materials, articles, poems, musical works, dramatic works, pantomimes and choreographic works, pictorial, graphic and sculptural works, or other works of artistic imagination. Software specifically needed to support a regular academic work product or which is designed to disseminate the results of academic research and scholarly study is also considered a regular academic work product.

1420.500 Specially Commissioned Work. "Specially Commissioned Work" means a work specially ordered or commissioned and which the University and the creator expressly agree in a written instrument signed by them shall be considered as such.

1430.000 University Ownership. Subject to the exceptions in Section 1440.000, the University shall be the sole owner of all intellectual property created through the use of University resources or facilities, supported directly or indirectly by funds administered by the University, developed within the scope of employment by Members, agreed in writing to be a specially commissioned work, or assigned in writing to the University.

1440.000 Exceptions to University Ownership.

1440.100 Regular Academic Work Product. A regular academic work product is owned by the creator and not the University. This subdivision does not apply to a regular academic work product that is assigned in writing to the University or specifically ordered or commissioned and designated in writing by the creator and University as a specially commissioned work.

1440.200 Course Requirement. Intellectual property created solely for the purpose of satisfying a course requirement is owned by the creator and not the University. This subdivision does not apply if the creator assigns ownership rights in the intellectual property to the University in writing or assignment of such ownership rights to the University is made a condition for participation in a course.

1440.300 Pre-Existing Rights. If the intellectual property referred to in Sections 1440.100 and 1440.200 is a derivative of or otherwise uses preexisting University-owned intellectual property, this section shall not prevent the University from asserting its preexisting rights.

1440.400 Contractual Agreements. For intellectual property created in the course of or pursuant to sponsored research, external sales, industrial affiliates programs, or other contractual arrangements with external (non-University) parties, ownership will be determined in accordance with the terms of the University's agreement with the external party and applicable law.

1440.500 Outside Consulting Activities. For intellectual property created in the course of or pursuant to activities that fall within and comply with Section 1200.000, ownership will be determined in accordance with the terms of any agreement governing intellectual property developed pursuant to such activities.

1450.000 Use of Intellectual Property.

1450.100 Rights to Publish. Nothing in this policy shall be construed as affecting the rights of a creator to publish, except that the creator must agree to observe a brief period of delay in publication or external dissemination if the University so requests and such a delay is necessary to permit the University to secure protections for intellectual property disclosed to it by the creator.

1450.200 Use of Teaching Materials. In order to facilitate joint work on teaching materials and support collaborative teaching, and notwithstanding the ownership rights otherwise granted by this policy, individuals who contribute teaching materials used in jointly developed and taught University courses thereby grant a nonexclusive, nontransferable license to the University to permit other contributors to the course to continue using those jointly produced teaching materials in University courses.

1460.000 Distribution of Income.

1460.100 Academic Research or Scholarly Study. Unless otherwise agreed in writing by the University and creator, in the event that the University receives income from intellectual property that is derived from academic research or scholarly study, that is disclosed to and licensed or otherwise

transferred by the University's technology transfer unit, and that is not agreed in writing to be a specially commissioned work, any net income will be divided as follows:

a) thirty-three and one-third percent (33-1/3%) to the creator;

b) thirty-three and one-third percent (33-1/3%) to the Office of the Vice President for Research to support the University's technology transfer unit and to support research and scholarly activity at the University;

c) eight percent (8%) to the creator's colleges or schools that supported the creation of the intellectual property; and

d) twenty-five and one-third percent (25-1/3%) to the department, division, or center that supported the creation of the intellectual property to be spent in support of the creator's research or other directly related University work.

1460.200 Changes to Distribution. Changes to the distribution of income under Section 1460.100 c) and d) may be appropriate if the income to a department, division, or center becomes disproportionate compared to the unit's budget or if there are administrative organizational changes, including movement of the creator among units. Decisions about redistribution of income under such circumstances shall be made by the vice president for research in consultation with the Senate Committee on Research and the deans of the appropriate colleges or schools.

1460.300 Other Intellectual Property. If the University receives income from intellectual property disclosed to and licensed or otherwise transferred by the University's technology transfer unit and not covered by sections 1460.100 and 1460.200, it may be appropriate to share some portion of the net income with the creator in the form of a bonus or other temporary salary supplement. Any such distribution will be made in the discretion of the vice president for research in consultation with the creator's supervisor.

1470.000 University Responsibilities. The University shall have the responsibility to:

a) provide oversight of intellectual property management and technology transfer,

b) establish effective procedures for licensing and patenting intellectual property,

c) promote effective distribution and marketing of intellectual property,

d) protect the University's intellectual property, and

e) inform individuals covered by this policy about its provisions.

1480.000 Responsibilities of Applicable Individuals. All Members have a responsibility to:

a) adhere to the principles embodied in this policy;

b) sign, when so requested by the University, the University's Intellectual Property Policy Acknowledgment;

c) create, retain, and use intellectual property according to the applicable local, state, federal, and international laws and University policies;

d) disclose promptly in writing intellectual property owned by the University pursuant to this policy or created pursuant to sponsored research or other contractual arrangements with external parties that are governed by Section 1440.500 and assign title to such intellectual property to the University or its designee to enable the University to satisfy the terms of any applicable funding or contractual arrangement; and

e) cooperate with the University in securing and protecting the University's intellectual property, including cooperation in obtaining patent, copyright, or other suitable protection for such intellectual property and in legal actions taken in response to infringement.

1490.00 Compliance. Failure to comply with the provisions of this policy is a violation and may result in discipline of a Member in accordance with applicable University policies and procedures.

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF MINNESOTA
and the
UNIVERSITY EDUCATION ASSOCIATION - Duluth
Re: **Definition of a Member**

Article 002.150 of the collective bargaining agreement defines a member under the provision of PELRA. For purposes of clarification, the parties have agreed to calculate the percent time in the following manner for purposes of defining a member of this bargaining unit.

Calculation of an employee's workload (percent time) for determination of eligibility in the bargaining unit shall include teaching and service appointments, including continuing education and distributed education. Articles 255.300 – 255.400 of the collective bargaining agreement shall apply to continuing education workload issues. The employer shall use the following formula to calculate the appointment percentage to determine whether faculty assignments exceed the thirty-five percent (35%) appointment provision and are part of the bargaining unit.

Credit Hour Assignment = Contact hour limit number * 1.50 * 0.85 * 0.35

Contact hour limit number is taken from Table 1 of Article 250.222. Faculty are part of the bargaining unit when their contact hour appointment is greater than the Credit Hour Assignment.

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF MINNESOTA
and the
UNIVERSITY EDUCATION ASSOCIATION - Duluth
Re: **Review of Tenured Faculty Performance**

It is agreed and understood between the parties that the following constitutes a full and final agreement regarding "achieve a mutual agreement" in the development of goals, indices, and expectations in the Review of Tenured Faculty Performance (Section 201.700).

If a mutual agreement is not reached between the Principal Administrator and the tenured faculty of an academic unit, the matter shall be referred to a Meet and Consult session between the Association's and Employer's consultants (Section 965.000).

No change in goals indices, and expectations shall be made until an agreement is reached.

MEMORANDUM OF UNDERSTANDING

between the
UNIVERSITY OF MINNESOTA
and the
UNIVERSITY EDUCATION ASSOCIATION - Duluth
Re : **Tuition for Children or Dependents**

If, during the life of this Agreement, the University implements a policy that subsidizes University tuition for children or dependents of University employees, then said policy shall apply to Members.

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF MINNESOTA
and the
UNIVERSITY EDUCATION ASSOCIATION - Duluth
Re : **Distributed Education**

Re: Guidelines for faculty member compensation for the development and delivery of new or modified courses offered as Distributed Education or other forms of Non-Traditional Educational Delivery

1. TRAVEL

1.1 If a Member is required to travel to a remote site (more than twenty (20) miles from the UMD campus) for delivery of a course, or for other course related matters, at a minimum the Member shall be compensated for travel expenses according to existing University policy.

1.2 If travel to a remote site is required on a regular basis (ten (10) or more hours of travel per course), additional compensation of $15/hour of travel shall be provided.

1.3 If total teaching, preparation (on-site), and travel time is greater than eight (8) hours, or if travel distance is greater than fifty (50) miles and course starting time is before 9 am or course ending time is later than 8 pm, the member will be reimbursed for an overnight stay.

1.4 Additional compensation or incentives for travel to a remote site above the minimum described above may be negotiated by the Member, Department Head, and the Principal Administrator.

2 COURSE DEVELOPMENT

2.1 Courses vary considerably in amount of development needed. A member proposing to develop a new course or to modify an existing course for distributed education, delivery at a remote site, or taught in accelerated or other non-traditional formats shall provide the administration an estimate, in hours, of the development time required. It is expected that the member will consult with their department head and other department or collegiate members in developing this estimate.

2.2 Compensation must have real value to the developer and be appropriate to the level of activity. It may include extra contact hours, workload reduction, salary augmentation, access to a TA, and/or equipment. The actual compensation shall be related to the amount of time the developer and department propose the task will take. This depends on the type of course offering, number of students in a section, and the salary level of the member developing the course.

2.3 After review of the estimate provided by the member for development/modification of a course for distributed education, delivery at a remote site, or taught in accelerated or other non-traditional formats, the Principal Administrator, the Member and the Member's Department Head will agree in writing on the compensation amount, time frame, and other assistance that will be provided. Failure to reach an agreement shall not grievable.

3 DELIVERY

3.1 Delivery of a course using distributed education methods varies considerably in amount of additional effort required. Compensation must be based on consideration of these variables. A member proposing to deliver a course using some form of distance education, delivery at a remote site, or taught in accelerated or other non-traditional formats shall provide the administration an estimate, in hours, of the additional time required. It is expected that a member will consult with their department head and other department or collegiate members in developing this estimate.

3.2 Compensation must have real value to the deliverer and be appropriate to the level of activity. It may include extra contact hours, workload reduction, salary augmentation, access to a TA, and/or equipment. The actual compensation shall be related to the amount of time, type of course, and number of students in a section that the deliverer and department propose for the course, and the salary level of the member developing the course.

3.3 After review of the estimate provided by the member for delivery of a distributed education course, delivery at a remote site, or taught in accelerated or other non-traditional formats, the Principal Administrator, the Member and the Member's Department Head will agree in writing on the compensation amount, time frame, and other assistance that will be provided. Failure to reach such a new agreement shall not grievable.

3.4 Negotiated agreements for a particular course may be reopened if significantly increased numbers of hours are needed due to conditions outside of a member's control.

4 INTELLECTUAL PROPERTY

4.1 Current agreement has two (2) options
Regular academic work product (Member has ownership)
Specially commissioned work (University has ownership)

4.2 Specially commissioned work requires a signed agreement between the member and the administration (University policy and UEA contract section 1400.000). Other arrangements are allowed under the contract by negotiated agreement between member and administration.

between the
UNIVERSITY OF MINNESOTA
and the
UNIVERSITY EDUCATION ASSOCIATION - Duluth
Re: **Teaching Evaluation**

The parties agree to form a working group, comprised of representatives from the faculty at UMD and administration at UMD, for the purposes of reviewing and evaluating the student evaluation tool for teaching. The working group shall be charged to accomplish the following:

- Examine student evaluation tools and process currently available
- Review methods of evaluation for individualized instruction assignments
- Compare these tools and processes with current best practices
- Obtain input from all interested UMD faculty and UMD administrators
- Recommend to UMD administration and UEA leadership the tools and processes to be used for student evaluation of teaching

Implementation of the evaluation tools and processes may require training and periodic review. The working group shall provide the recommendations to UMD administration and UEA leadership.

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF MINNESOTA
and the
UNIVERSITY EDUCATION ASSOCIATION
Re: Term Faculty

Pursuant to Section 980.300 of the 2001 - 2003 collective bargaining agreement between the parties, it is agreed that the following terms constitute a full and final agreement with respect to the certain issues regarding Term faculty.

1. Within thirty (30) days after the beginning of each academic semester, the Employer shall provide the Association with information regarding Term appointments during that term. This information shall include the names of Term faculty, the department(s) in which they are employed, the term of their appointment, the courses, and the percentage of the appointment. Upon request of the Association, the Employer shall meet Association representatives to discuss the use of Term faculty.

2. Appointments of two (2) consecutive semesters shall be assigned a set percentage for the entire term of the appointment.

3. Consistent with its rights provided in Section 002.164, the Employer shall evaluate its use of Term appointments and shall attempt to use more multi-year appointment.

4. Understanding that earlier notices of reappointment are in the interest of the Members and that the Employer's ability to provide earlier notices of reappointment is subject to factors outside its control, the Employer shall continue its efforts to provide earlier notice of reappointment to Term faculty.

MEMORANDUM OF UNDERSTANDING
Between the
UNIVERSITY OF MINNESOTA
And the
UNIVERSITY EDUCATION ASSOCIATION – Duluth
Re: Conflict of Interest

If, during the life of this Agreement, the University revises its policy on Conflict of Interest, the parties agree to meet and confer on the applicability, if any of such policy to the Members.

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF MINNESOTA
and the
UNIVERSITY EDUCATION ASSOCIATION
Re: UMD and UEA-D Joint Faculty Salary Review Workgroup

The University of Minnesota Duluth (UMD) and University Education Association - Duluth (UEA-D) agree to conduct a salary review for UMD faculty during FY22. The salary review shall be an analysis of UMD faculty base salaries using compensation practices and market data for similar institutions.

The FY22 Salary Review process shall consist of the following:

1. Beginning in fall 2021, the University of MN system's central Office of Human Resources (OHR) compensation division shall conduct a comprehensive salary study of the annual base salaries of UMD faculty members. The goal of the study is to compare the annual base salaries of UMD faculty by discipline and rank against the salary data of the appropriate market.

2. In September/October, 2021, a UEA-D/UMD Joint Faculty Salary Review Workgroup (Workgroup) composed of selected UMD administrators and selected UEA-D representatives shall form. The Workgroup shall meet with OHR compensation division representatives (OHR Comp Reps) at a Labor Management Meet and Confer session on the UMD campus. The meeting's purpose to identify and

discuss the industry standard surveys available for a faculty salary study. The parties shall also identify and select the closest Classification of Instructional Programs (CIP) codes available in the salary surveys which match with UMD faculty disciplines.

3. At the same meeting described in item 2, the parties shall also discuss the market identified by the OHR Comp Reps for comparison with UMD's faculty base salaries. The OHR Comp Reps shall explain in detail how they reached their conclusion on the appropriate market, including, but not limited to, why a particular market or data slice shall provide the most relevant and useful data for this salary study.

4. After the meeting discussed in items 2 and 3, OHR Compensation shall hire an outside consultant with faculty compensation expertise to review and offer feedback on the surveys and market/data slice selected by the OHR Comp Reps for the salary study. OHR shall cover all consultant costs. The outside consultant’s conclusions shall be provided to the OHR Comp Reps and the Workgroup as soon as they are available.

5. Prior to beginning the salary study, OHR Comp Reps shall evaluate any changes recommended by the consultant regarding OHR’s selected salary surveys and/or the identified appropriate comparison market. The OHR Comp Reps shall update the Workgroup regarding any changes made. If the UEA-D Workgroup representatives do not agree with either the salary surveys and/or the market determined appropriate by OHR Comp Reps and seconded by the outside consultant, it shall be UEA-D’s prerogative to seek out and pay for their own individual consultant to conduct a separate salary study using the salary surveys and/or market UEA-D prefers.

6. In late December 2021/early January 2022, OHR Comp Reps shall conduct the salary study. Once the study is complete, OHR Comp Reps shall share the study’s outcomes with the Workgroup. OHR will prepare a de-identified version of the study which UEA-D may distribute to its Members. OHR Comp Reps or their designee(s) shall also present the study's conclusions at the appropriate Board of Regents meeting in spring 2022.

7. The Workgroup shall meet to examine and discuss the OHR salary study results. They shall then prepare faculty salary adjustment recommendations for UMD administration and UEA-D leadership. UMD's administration shall review the recommendations and share the information with University of Minnesota OHR Compensation.

8. University of Minnesota OHR Compensation shall review the Workgroup recommendations. University of Minnesota OHR shall then prepare and provide the Workgroup a model which outlines proposed base salary adjustments. The model shall balance the University's resources with the need to address faculty salaries in the disciplines which are difficult to recruit/retain and/or paid below market. The Workgroup shall share their feedback about the model with OHR Compensation.

9. UMD administration shall retain final decision-making authority for actions based on the recommended model. Any action taken based on this model shall be contingent on prior Board of Regents approval.

This MOU expires June 30, 2026.

MEMORANDUM OF UNDERSTANDING
Between the
UNIVERSITY OF MINNESOTA
And the
UNIVERSITY EDUCATION ASSOCIATION
Re: UMD and UEA-D Joint Workload Workgroup

The Employer and the Association will each appoint four (4) representatives to a Workload Work Group no later than September 30, 2024. This workgroup shall meet during the 24-25 Academic Year and make recommendations for revisions to tenure and tenure track workloads reflected in Table 1 and to clarify term faculty workload by June 30, 2025.

During the 2024 - 2025 and 2025-2026 Academic Years, the Employer agrees that if it wants to increase the workload of a faculty member more than one (1) course above their 23-24 Academic Year workload, it will meet and confer upon request of the member to discuss the additional course(s) and whether additional compensation is appropriate.

This MOU expires on December 31, 2025.

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF MINNESOTA
and the
UNIVERSITY EDUCATION ASSOCIATION - Duluth
Re: Historical MOU Workgroup

The Employer (UMD) and the Association (UEA-D) agree to jointly conduct a review of all historical MOUs that exist outside the Collective Bargaining Agreement (CBA). This workgroup is only for the purposes of cataloging all historical MOUs and is not an opportunity for either party to renegotiate them.

This MOU review process shall consist of the following:

1. The Employer and the Association shall each name three (3) workgroup participants by Friday, May 3, 2024.
2. The first workgroup meeting shall occur the week of Monday, May 27, 2024.
3. The workgroup shall gather all known historical MOUs and store them in a shared location, private to the workgroup, with all documents being added to the shared location no later than Friday, September 6, 2024, at which point the MOUs will be cataloged.
4. The Employer and the Association agree that any outstanding historical MOUs not incorporated into the catalog will no longer be valid after Friday, September 6, 2024.
5. The existence of this workgroup will not preclude the Employer and the Association from creating new MOUs. Any new MOUs must be executed with an expiration date and dated signatures of those who

sign the agreement on behalf of the Association and the Employer (including UMD, UMD HR, and OHR). Any new MOUs shall be added to the MOU catalog created by the workgroup.

6. The MOU catalog created by the workgroup will be presented to the attendees of the joint meet and confer session on Friday, September 6, 2024.
7. Either party may propose incorporating MOUs from the catalog into the body of the CBA during subsequent contract negotiations. MOUs that are negotiated into the CBA will be struck from the catalog.

This MOU expires on Monday, September 9, 2024.

CROOKSTON SECTION

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001.000 INTRODUCTION

This Agreement is made and entered into this ninth day of May, 2024, by and between the Regents of the University of Minnesota ("Regents") and the University Education Association. The purpose of this Agreement is to establish a formal understanding in order to promote a harmonious and constructive relationship between the Regents and the University Education Association acting on behalf of the faculty members of Unit 9. Through this Agreement the Regents and the University Education Association intend to establish equitable and peaceful procedures for maintaining and implementing this Agreement and seek to maintain and improve the quality of instructional, research and related programs offered at The University of Minnesota.

002.000 DEFINITIONS

002.100 Terms Used Throughout Agreement. The following terms shall have the following meanings when used in this Agreement:

002.110 Association. "Association" means the University Education Association.

002.120 Certified Unit. "Certified Unit" means the portion of the out-state instructional unit established by the Minnesota Public Employment Labor Relations Act, as amended ("PELRA"), for which the Association has been certified as the exclusive representative by the Director of the Bureau of Mediation Services of the State of Minnesota.

002.130 Employer. "Employer" means the Regents of the University of Minnesota.

002.140 Principal Administrator. "Principal Administrator" means a dean, director or similar principal officer at UMD so designated by the Chancellor. “Principal Administrator” means a division head or similar principal officer at UMC so designated by the Chancellor. A Principal Administrator shall have responsibility and authority as delegated by the Chancellor.

002.151 Member (UMC). "Member" means a Member of the Certified Unit. Members shall include faculty appointed to Regular Appointment and Term Appointment (see definitions Regular appointments and Term appointments) and who meet the PELRA employment eligibility requirements of more than thirty-five percent (35%) time and longer than sixty-seven (67) days per calendar year.

002.160 Faculty Ranks. The faculty ranks are Professor, Associate Professor, Assistant Professor and Instructor.

002.161 Regular Appointment. Appointments to faculty rank which carry Indefinite Tenure or are tenure-track (also called probationary) are called Regular Appointments.

002.166 Indefinite Tenure (UMC). The right to continued employment, subject to removal only for one (1) or more of the following reasons:

(a) Cause
(b) Retirement

002.167 Tenure-track (also called Probationary) Appointment (UMC). An appointment at any faculty rank leading to a decision concerning Indefinite Tenure within a specified period of time.

002.168 Term Appointment (UMC). Term appointments to faculty rank are date specific: that is, the appointment terminates at the end of a period specified in the appointment without further notice. A Term appointment creates no right or presumption of a right to reappointment or to an appointment with Indefinite Tenure.

002.169 Adjunct, Clinical, Visiting Prefixes to Faculty Rank (UMC). Adjunct, Clinical, and Visiting faculty members hold Term appointments. They are not Members of the Certified Unit.

100.000 RECOGNITION AND RIGHTS OF ASSOCIATION

101.200 Association Rights (UMC). Pursuant to PELRA, the employer recognizes the Association as the exclusive representative of the members.

101.300 Recognition of Association. The Employer shall not aid, promote, or finance any group or organization which seeks to engage in collective bargaining on behalf of the Members covered by this Agreement.

101.400 UNIVERSITY FACILITIES AND SERVICES

101.411 Bulletin Boards (UMC). By mutual agreement, one (1) bulletin board shall be designated and labeled to be for Association use. The Association shall be permitted the use of this bulletin board for posting notices pertaining to the conduct of Association affairs.

101.421 Campus Mail Service (UMC). The Employer shall permit the Association to use the campus mails for the delivery of materials connected with the Association's conducting its business to its Members. The Association shall pay the Employer the established charge for users of the campus mail service.

101.431 Office Space (UMC). The Employer shall rent to the Association office space at UMC at the lowest established rental rate for renters on a space available basis, taking into account the Employer's previously scheduled use of space by others.

101.450 Room Use. The Association shall have the right to use general purpose and meeting rooms for Association business, at reasonable times when such rooms are not otherwise in use, without charge. Reservations for use of rooms shall follow the normal room scheduling procedure.

101.460 Other Facilities, Services and Equipment. The Employer shall permit the Association to use other facilities, services and equipment to the same extent that the Employer permits other business associations to make use of those facilities, services and equipment. The Association's use of these facilities, services and equipment shall not interfere with the Employer's use of those facilities, services and equipment for its own purposes or with the Employer's previous scheduling of such use by others. The Association shall pay the Employer the lowest established charge for users who pay for the use of those facilities, services, and equipment. However, the Chancellor, or their designee, may allow the Association such use free of charge. If such free use

is granted on a given occasion it shall not serve as a precedent or confer any right to free use on any subsequent occasion.

101.500 INFORMATION AND DATA

101.510 Collective Bargaining Information. Upon request, the Employer shall provide the Association with all information which the Employer is required to provide pursuant to PELRA, necessary to permit the Association to meet and negotiate with the Employer and shall provide the Association with all information necessary to implement and enforce this Agreement.

101.551 Cost. The employer shall bear the cost of complying with this section.

101.700 ACCESS TO AGREEMENT

101.710 Employer Responsibility. The Employer shall print copies of this Agreement and shall provide one hundred (100) copies of this Agreement to the Association within sixty (60) days of ratification. The Employer shall make this agreement available online within thirty (30) days of ratification.

101.720 Cost. The Employer shall bear the cost of complying with section 101.700.

101.805 INSTRUCTIONAL RELEASE TIME-UMC

101.815 Release Time for Negotiating Team Members, Union Officers and Contract Administrators (UMC). Upon the request of the Association and upon such conditions as may be reasonable, the Employer shall permit Negotiating Team Members, Union Officers and Contract Administrators release time consistent with the provisions of PELRA.

101.825 Procedure (UMC). If the Association wishes to exercise their right to release time for Negotiating Team Members, Union Officers and Contract Administrators, they shall submit a request no later than sixty (60) days prior to the date on which the exercise of those rights are to commence, except under unusual circumstances. Unless the appropriate Principal Administrator identifies in writing compelling reasons relating to the needs of the Employer the request shall be granted if it is for a purpose set forth above.

In the event the Employer grants the Association's request for release time for Negotiating Team Members, Union Officers and Contract Administrators, the Association shall pay the Employer three (3%) percent of each Member's base salary for each credit of teaching assignment from which the Members are released up to an annual cumulative limit of no more than eight (8) credits per year. This provision may be utilized only during a Member's regular academic appointment.

101.900 LOCATION OF SESSIONS
After the date upon which this Agreement is executed and unless the Employer and the Association mutually agree otherwise, all meet and negotiate and all meet and confer sessions shall be held at UMD and/or UMC.

104.100 MANAGEMENT RIGHTS
Except as expressly limited by this Agreement or by law, the Employer and the Association agree that the Employer reserves all rights and privileges heretofore exercised by the Employer or granted to it by law including, but not limited to, the following:

(a) The enactment of laws for the governance of the University of Minnesota;

(b) The appointment of officers for the University of Minnesota;

(c) The establishment of educational policies for the University of Minnesota;

(d) The establishment and direction of courses of instruction at the University of Minnesota;

(e) The setting of the budget for the University of Minnesota;

(f) (UMC) The declaration of a Fiscal Emergency or Fiscal Stringency;

(g) The administration of the University of Minnesota;

(h) (UMC) The selection, direction, number, assignment of work, evaluation and promotion of Members and other faculty members;

(i) The adoption and enforcement of work rules and regulations applicable to Members and other employees at the University of Minnesota;

(j) The utilization of technology; and

(k) The organizational structure of the University of Minnesota.

106.000 DUES CHECK OFF

106.100 Dues Check Off

106.110 Right to Dues Check Off. Members who are members of the Association shall have the right to request that dues payable to the Association be checked off by the Employer.

106.120 Dues Check Off Procedure. Any Member who wishes to exercise their right to dues check off shall present a written request to the Association. The Association shall forward the request to the Employer at least ten (10) days prior to the end of the payroll period in which the dues check off is requested.

106.310 Periodic Deductions (UMC). The Employer shall make equal dues check offs on established pay periods for all Members from whom such deductions are made.

106.400 Payments of Dues to the Association. The Employer shall remit dues which have been checked off pursuant to written request, except as otherwise provided by PELRA. The Employer shall transmit the aggregate of the dues checked off and an itemized statement of those dues to the Association no later than fifteen (15) days after the end of the payroll period during which the dues were checked off.

106.500 Indemnification

106.510 Protection. The Association agrees to defend, save harmless and indemnify the Employer against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken in accordance with the provisions of this Section 106.000. The

Association shall not be liable to the Employer for any fines, penalties, or punitive damages for which the Employer may be adjudged to be liable.

106.520 Provision of Counsel. In the event that any claim or action is brought against the Employer because of the Employer's act or omission which occurred while the Employer was implementing the provisions of this Section 106.000, the Association shall provide counsel and such other assistance as may be required to provide a defense to the Employer. The Association shall have the right to choose counsel and to determine the course of the defense.

106.530 Cooperation. The Employer shall cooperate with the Association and its counsel in the investigation and defense of any claim or charge for which the Employer may claim a right to a defense or for indemnification.

107.000 FACULTY INDEMNIFICATION

107.100 Protection Described; Persons Covered. Subject to paragraphs 107.200 and 107.300 below, the Regents of the University of Minnesota shall defend, save harmless and indemnify any Member against any threatened, pending or completed action, suit or proceeding, direct or indirect, whether civil, criminal, administrative, derivative or investigative, whether groundless or otherwise, wherever brought, arising out of an alleged act or omission occurring during their period of employment if the Member was acting within the scope of their employment or official capacity, against expenses, attorneys' fees, judgments, fines, penalties, punitive damages and amounts paid in settlement, actually and reasonably incurred.

107.200 Eligibility Criteria; Certain Conduct not Protected. To be eligible under this policy, a Member must have acted within the scope of their employment or official capacity, and, with respect to any criminal action or proceeding, the Member must have had no reasonable cause to believe their conduct was unlawful. There shall be no obligation either to defend or to indemnify in the event of malfeasance in office or willful or wanton neglect of duty or other actions. There shall also be no duty to defend or indemnify a Member with respect to an action brought by the Regents or their authorized representatives. Furthermore, this policy shall apply only in those cases where the Member seeking a defense and indemnification has given prompt written notice of the action, suit or proceeding to the Regents of the University of Minnesota, requested defense by the University and has provided complete disclosure and cooperation in the defense of the claim or demand.

107.300 Eligibility Determination. The determination of the eligibility of a Member to the protection described above shall be made by the President of the University after appropriate investigation. A determination of eligibility may include limitations or exceptions. The President shall make this determination in writing and provide a copy to the Member. The Member may grieve the President's determination of eligibility, and may initiate the grievance at Step Three.

107.400 Application of Law. The provisions of this section are in addition to and not in derogation of any other obligation, limitation, condition, notice provision, or restriction provided by law including, but not limited to, Minnesota Statute 3.372-736.

109.000 APPOINTMENT PAPERS

109.100 Reappointment. The Employer shall, except under unusual circumstances, provide each member with a notification that the notice of appointment is posted on the Employer’s internet/Web site.

Such notification shall be provided to each Member at least one (1) month prior to the starting date of their appointment in each academic year if they have been appointed during a prior academic year and is to be reappointed. The Employer shall also provide a notice of any applicable changes in the Regents Policy on Faculty Tenure that took effect subsequent to the Member's most recent prior appointment.

109.200 Initial Appointment. The Employer shall provide each person whom it appoints to become a Member a notification that the notice of appointment is posted on the Employer's internet/online web site. Such notification shall be provided within three (3) weeks after the newly appointed person's appointment becomes final by formal administrative action and by action of the Regents or their designee. This notice of appointment form shall contain a statement that the Member's appointment is subject to the terms of this Agreement. A copy of this Agreement, a copy of the Regents Policy on Faculty Tenure with explanation of applicability, shall accompany the appointment notification. The 7.12 Statement for the Member's Department shall be distributed by the department.

109.300 Promotion of UEA-C Members on Term Appointments. After six (6) years of continuous service, a Term faculty member can be considered for promotion. If a promotion is granted for a Term faculty member, the title of Senior Instructor will be conferred upon the Member and a promotional salary increase will be given. This amount will be equivalent to that outlined in the University of Minnesota Academic Salary Memo for a Member who is promoted from Assistant to Associate Professor.

The process for reviewing a Term faculty member for promotion will be the same as for Members who are regular faculty being considered for tenure, with the following exceptions.

1. Scholarly activity is not an expectation of a Term appointment. Thus, a distinct portion of the Member's dossier will not be devoted to scholarly activity. If the Member has engaged in scholarly activity and wishes to include this in their dossier, they may do so in the context of their teaching and/or service activities.
2. Reviews or letters typically found in a tenure/promotion dossier from sources external to UMC may come from UMC sources.
3. The Campus Promotion and Tenure Committee will not review the dossier or provide a recommendation.
4. The final decision on promotion lies with the Chancellor of UMC.

111.000 GRADUATE STUDY

111.100 Eligibility. A Member, with the written agreement of their Principal Administrator, may pursue graduate degrees at any accredited institution which provides advanced degrees appropriate to the Member's respective field of specialization. If the Principal Administrator does not agree in writing, they shall state in writing to the Member their reasons for the refusal. Any Member who receives the Principal Administrator's written agreement to pursue a degree shall not be removed from their tenured or tenure track position during the period of time in which they have permission to pursue such degree.

111.210 Leave (UMC). If, in the opinion of the Principal Administrator, the Member's pursuing a graduate degree interferes with the Member's performing their duties to the Employer, the Member shall apply for uncompensated leave. Any Member taking an approved uncompensated leave to pursue a degree shall not be removed from their tenured or tenure track position.

111.300 Effect. If the Member is pursuing a graduate degree without leave, the time which elapses during such pursuit shall be included as part of the Member's probationary period, if any.

203.000 EVALUATION OF TEACHING (UMC)

203.100 Student Rating of Teaching (UMC). Every student shall be provided an opportunity to rate each of their instructors for every class or individualized course of instruction, every semester or term.

203.200 Personnel Files (UMC). Tabulated student rating results shall be forwarded to the Member and the Associate Vice Chancellor for the member's division for inclusion in the Member's personnel file. Members may include an analysis/interpretation of their course evaluations with their annual faculty information reports. If there are unusual circumstances surrounding the teaching of the course, the Associate Vice Chancellor for the member's division and Member may agree to exclude the course evaluation results from the Member's personnel file.

203.400 Instructional Improvement (UMC). If, on the basis of the results of evaluations provided by this Section, a Member requests help in improving their instruction, then the Member and the Member's Associate Vice Chancellor for the member's division, programmatic director or other appropriate academic unit head shall jointly agree upon a plan of improvement.

251.000 WORKLOAD -UMC

251.100 Professional Responsibility. Professional activities such as instruction, scholarly research, academic advising, creative activity, and outreach/service to the institution, the academic discipline, and the community shall be components of a Member's professional responsibility.

251.110 Contact Hour. "Contact Hour" means an hour of instructional contact with students per week. A fifty (50) minute class period shall constitute one (1) Contact Hour. For purposes of computation, laboratories, activity courses, team teaching, studio courses, individual instruction and student teaching and internship supervision shall be calculated using UMC- protocols. The Employer shall provide a written definition and prescription for use of each protocol. Annually, each Member shall be given a copy of such protocols, along with their definitions and prescriptions for use, which pertain to their work assignment.

251.200 INSTRUCTIONAL WORKLOAD FOR REGULAR APPOINTMENTS

251.220 Nine-Month Appointments

251.221 Individual Credit/Contact Hour Limit. The maximum teaching load for any individual full-time Member on a nine-month, regular appointment, without administrative responsibility or released time shall be twenty-four (24) credit hours or thirty-two (32) contact hours per academic year. Faculty with a strong research program may apply for a reduced teaching load. Faculty proposals for such reductions must meet established criteria, be recommended by their Associate Vice Chancellor for the member's division, and be approved by the Senior Vice Chancellor for

Academic Affairs. The University shall grant a minimum aggregate reduction of thirty (30) credit hours per academic year based on approved applications. Preference will be given to tenure track faculty.

Any instructional workload assignment which would cause a nine-month Member's instructional Contact Hour load, totaled over the academic year, to exceed the limit specified in this Section or the Instructional Workload Associated With Modified Criteria For Performance Evaluation Section, whichever limit is applicable, shall be made only with the consent of the Member and after notification of the Association. In such cases, the Member shall be recognized for these additional duties by:

a. future reduction in workload, equal to, at least the excess, or
b. supplemental pay in accordance with the Overload Section of this Agreement.

251.225 Ten-Month Appointments. Members who hold full-time, ten-month, regular appointments shall be assigned annual instructional workloads which are no more than three (3) credits greater than the corresponding nine-month instructional load.

251.230 Twelve-Month Appointments. Members who hold full-time, twelve-month, regular appointments shall be assigned annual instructional workloads which are no more than twenty-five percent (25%) greater than the corresponding nine-month instructional load.

251.250 Independent Study. Voluntary acceptance of students into "independent study" types of courses does not provide a basis for a claim that workload limits have been exceeded. Apparent overloads due to these reasons shall not be recognized, either for future reduction in workload or supplemental pay.

251.300 Instructional Workload for Term Appointments. The normal maximum teaching load for full-time Members on Term appointments that carry no requirement for research or scholarly activity except that necessary for preparation and delivery of courses shall be twenty-seven (27.0) credit hours or thirty-six (36) contact hours per academic year.

251.350 Instructional Workload for Part-Time Appointments. Members holding part-time, twelve- or nine-month appointments shall have their instructional load limits adjusted in proportion to the percentage specified in their respective appointments.

251.400 Instructional Workload Associated With Modified Criteria For Performance Evaluation. A full-time Member on a regular appointment and their Associate Vice Chancellor for the member's division may agree upon a workload assignment which would exceed the Contact Hour Limit specified in this Section. The Member would be recognized for these additional duties by use of modified criteria for performance evaluation for annual merit adjustment as jointly agreed upon by the Member and the Associate Vice Chancellor for the member's division. The Member's and Associate Vice Chancellor for the member's division agreement shall be in writing and a copy of this agreement shall be supplied by the Associate Vice Chancellor for the member's division to the Member and to the Association. Contact Hour agreed to under this Article shall not exceed by more than fifty percent (50%) those specified in Contact Hour Limits section and twelve (12)- Month Appointments section.

251.500 ASSIGNMENTS

251.510 Instructional Assignments. Course assignments and Member teaching schedules, responsive to student and institutional needs and consistent with Member expertise and needs, shall continue to be developed primarily at the department/program level in consultation with affected faculty, however, actual assignments are the responsibility of the Associate Vice Chancellor for the member's division.

251.520 Subject Assignment. A Member shall not be assigned to teach in subject areas in which they do not possess adequate professional training or expertise.

251.700 Other Instructional Duties. Each Member shall post a reasonable number of office hours per week at a time convenient for students and shall be available during such hours for the purposes of consultation with students.

251.720 Related Instructional Activities. Each Member shall devote an adequate amount of time to course and class preparation, to the evaluation of student performance, to student advisement, and to other similar instructional activities.

251.800 Scholarly Activity. Each Member on a regular appointment shall devote a reasonable amount of time to disciplined inquiry, scholarly activity, or creative activity as appropriate to the promotion and tenure guidelines for their appointment This effort shall be related to their area of professional training or expertise.

251.900 Professional Service. Each Member shall devote a reasonable amount of time to professional service to the institution, the academic discipline and the community.

300.000 GOVERNANCE

The Employer and the Association agree that discussions regarding curriculum, educational policy and related matters shall occur in accordance with the constitutions, if any, for faculty at UMD and UMC, as they may be approved and amended by the Regents from time to time, and in accordance with the meet and confer provisions of Minnesota law. However, the Employer and the Association agree that certain subjects concerning Members' employment are not negotiable including, but not limited to, curriculum, educational policy and governance. All negotiable terms and conditions of employment shall be negotiated by the Employer and the Association or shall be arrived at in accordance with the provisions of this Agreement and the provisions of PELRA.

300.100 Meet and Confer. The parties agree members are covered by the University's Tenue Code with the exception of the role of the Senate Judicial Committee. In addition, a separate Discipline Process and a Grievance Process has been established in this contract. In the event of any change in the University's Tenure Code, upon request of the UEA Crookston, the University will meet and confer with the UEA-Crookston regarding the proposed changes.

520.000 COMPENSATION (UMC)

520.100 Aggregate Salary Base. The Aggregate Salary Base used to calculate available dollars for salary adjustments shall consist of the sum of the previous fiscal year's actual base salary of eligible Members. Eligibility for the following provisions shall be limited to those Members who also were Members during the previous academic year.

521.000 Salary Adjustments

521.110 FY 2024, FY 2025, FY 2026

Salary Adjustments FY 2024
Effective the first full pay period of FY 2024, the Employer shall increase the aggregate salary base for eligible Members by 3.75% and distribute the increase as detailed in 521.115 plus the amount equal to the total costs of promotional adjustments under 521.400.

In FY 2024, an amount to include the 0.25% market adjustment pool will be used for the 2024 salary equity adjustments.

Salary Adjustments FY 2025
Effective the first full pay period of FY 2025, the Employer shall increase the aggregate salary base for eligible Members by no less than the percentage in the spring 2024 academic salary memo and distribute the increase as detailed in 521.115 plus the amount equal to the total costs of promotional adjustments under 521.400.

Salary Adjustments FY 2026
Effective the first full pay period of FY 2026, the Employer shall increase the aggregate salary base for eligible Members by no less than the percentage in the spring 2025 academic salary memo and distribute the increase as detailed in 521.115 plus the amount equal to the total costs of promotional adjustments under 521.400.

521.115 Distribution. The base salary adjustment will be distributed as follows:

For FY 2024, FY 2025, and FY 2026 the first 0.75% increase in aggregate salary base shall be used to increase the previous year's salary base by an equal amount; the second 0.75% increase in aggregate salary base shall be used to increase the previous year's salary base by an equal percentage; and any additional increase shall be used for merit adjustment.

521.200 Grievability. The employer's decision to grant or deny any merit adjustment shall be grievable only through step 3 of the grievance procedure provided by this agreement.

521.300 Overload Pay. Overload pay shall be distributed as follows:

a) FY 2024: $1,700 per credit.
b) FY 2025: $1,700 per credit.
c) FY 2026: $1,700 per credit.

521.350 Summer Session. Overload pay shall be distributed as follows:

a) FY 2024 (Summer 2024): $1,900 per credit.
b) FY 2025 (Summer 2025): $1,900 per credit.
c) FY 2026 (Summer 2026): $1,900 per credit.

521.400 Promotions (UMC). Standard increases for promotion and/or tenure will be awarded in accordance with the University of Minnesota Academic Salary Memo as amended from time to time.

521.500 Floor Adjustments. Following the determination of all previously described adjustments, the Employer annually will ensure that each Member's nine-month appointment base salary in their second contract or after their third year of service, and in all subsequent years, exceeds the following values: Instructor (9404) $29,500; Assistant Professor (9403) $32,000; Associate Professor (9402) $37,000; and Full Professor (9401) $42,000.

521.600 Regent's Professorships. The employer may elect any member a Regent's Professor.

521.700 Awards. The employer reserves the authority to grant any member an award.

555.000 FINANCIAL STRINGENCY AND FISCAL EMERGENCY (UMC)

Financial Stringency and Fiscal Emergency for members on the UMC campus shall be covered under the Tenure Code provisions as may be amended from time to time. If such condition is declared for the University of Minnesota, Crookston, the Employer shall Meet and Negotiate, in accordance with PELRA, the impact on the compensation of UMC members.

600.000 LEAVES OF ABSENCE

605.000 Military Leaves

605.100 Eligibility. The Employer shall provide a military leave to each Member who holds a full-time, nine-month or more appointment in order to permit the Member to participate in required duties conducted by the National Guard or by any of the armed services reserve forces of the United States.

605.200 Compensation. A Member to whom the Employer grants military leave shall be entitled to pay for up to two (2) weeks of military leave during an academic year.

605.310 Procedure (UMC). Each Member who wishes to be granted a military leave shall submit a written application to the head of the department in which they are employed as far in advance as possible of the date on which the military leave is to commence or immediately after the receipt of duty orders.

606.000 Appearance In Court

606.100 Eligibility. The Employer shall provide a leave with salary to each Member when they are required to testify before a court or before a legislative committee upon the request of the government of the United States or of the State of Minnesota or on behalf of the University of Minnesota; when they are subpoenaed to testify; when they are called to testify as an expert; or when they are required to serve as a juror or potential juror.

606.200 Procedure. If a Member wishes to use leave for such a purpose, they shall notify the head of the department to which the Employer has assigned them as soon as they are aware of the possibility that they will be required to absent themself from their normal duties.

607.000 Holidays

607.150 Listing of Holidays (UMC). If any of the following fall during the period of a Member's appointment, it shall be a holiday for the Member: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and four (4) other days designated by the Employer.

607.300 Holidays on Weekends. If a day otherwise designated as a holiday falls on a Saturday, the preceding Friday shall be designated as the holiday. If a day otherwise designated as a holiday falls on a Sunday, the following Monday shall be designated as the holiday.

607.400 Religious Holidays. When (1) a Member intends to observe a holiday designated as such by their religious affiliation but not otherwise designated herein as a holiday and (2) their observation of the religious holiday requires the Member to be absent from their normal duties to the Employer, the Member has an obligation to arrange for a substitute or make up instruction in a manner most convenient for all of their students. The Member shall notify their Associate Vice Chancellor for the member's division in writing of the Member's intent to be absent and of the arrangements made for such absence at least seven (7) calendar days, except under unusual circumstances, before the religious holiday.

608.000 Vacations

608.100 Vacation Policy. Vacation eligibility, accrual, and usage for Members shall be governed by the Regents Policy: Employee Work Life and Personal Leaves as amended from time to time and the Administrative Policy: Vacation Leave for Faculty and Academic Professional and Administrative Employees, June 2010.

609.100 Sabbatical Leave (UMC)

609.110 Purpose. The purpose of the sabbatical leave program is to provide additional income for tenured faculty who seek to enhance their ability in scholarship, creative work, teaching or service to the community. Sabbatical leaves provide for a development leave of one semester at full salary and full benefits or up to one year at one-half salary and full benefits. Sabbatical leaves are designed to provide faculty members with the opportunity to acquire new skills and knowledge, to enhance communication of knowledge to students and society, and to create new uses for the knowledge made available. UMC recognizes that rapid changes in the nature and number of tasks to be carried out by faculty members in their teaching, research, creative and outreach activities have made it necessary for them to acquire new skills and knowledge in order to discharge their duties in the best manner possible.

Sabbatical leaves are designed to bring benefit to the individual, the students and the University of Minnesota (University); to the citizens of the state; and all who are affected by the research, teaching, creative activity, and service to society that are the University's mission. Sabbatical development leaves aid in attracting and retaining faculty dedicated to teaching, research and service/outreach; and ensure the future vitality and quality of the University.

609.120 Eligibility. A tenured faculty member is eligible to apply for a sabbatical leave of up to one year after six (6) academic years of service. A term faculty member may be awarded a sabbatical leave of up to one year after six (6) academic years of service.

An academic or fiscal year of service must be earned within a regular faculty appointment or a term faculty appointment. Service credit is earned during periods of paid or unpaid approved leaves of absence except those noted, as long as the individual still fulfills the definition of an academic year of service or a fiscal year of service. Service credit is not earned during personal leaves taken for reasons that do not relate to the faculty member's discipline or University responsibilities, or time spent on a sabbatical leave. Although service credit is not accrued during these times, it is not considered a break in service. All other eligibility requirements as defined in this section must be met.

An academic or fiscal year of service toward a sabbatical leave must be earned within a regular faculty appointment or a term faculty appointment. Prior academic service at another university in which sabbatical or other developmental leaves are granted may be credited toward years of service for a new faculty in consideration of a sabbatical leave. Normally, no more than three (3) years of credit may be granted for service at another institution.

All service credit toward eligibility is suspended in an appointment year where there is strong evidence that the faculty member's appointment will be terminated prior to what otherwise would be the end date of the period of the leave plus the required return to service period. Accumulation of years of service toward a sabbatical leave is lost upon retirement, resignation, notice of non-reappointment, or termination of appointment.

Credit is not accrued for future sabbatical leaves during the following approved leaves: 1) sabbatical leave; however, for any sabbatical leave of a semester's duration, the second semester (or second half of the year, as appropriate) shall be credited toward future single semester or sabbatical leaves; 2) approved leave of absence without pay, including, but not limited to a personal/family leave; a leave to accept a fellowship or grant; a leave to accept a visiting or other appointment in another university, campus or business; or a leave to serve elsewhere on a teaching or technical assistance project not administered by the University; or 3) approved leave of absence with pay other than an approved single semester leave or other unit development leave. Although service credit is not accrued during this time, it is not considered a break in service.

609.130 Accrual of Credit. No more than six (6) years of credit may accrue toward a sabbatical leave. Credit toward a sabbatical leave is accrued during continuous years of service. Such credit is for the purpose of a sabbatical leave and cannot be cashed out or traded for other benefits.

609.140 Process and Procedure. The number of single semester sabbatical leaves available at UMC shall generally be limited to no less than five percent (5%) of those eligible under the provision outlined in Section 609.120. UMC will not typically limit the number of two (2)-semester or full year sabbatical leaves other than for reasons as outlined in 609.150.. Faculty meeting eligibility for and interested in a sabbatical leave should submit applications to the Associate Vice Chancellor for the member's division by November 1st for consideration.

During years when at least one faculty member is awarded a single-semester sabbatical leave, supplemental fund allocations by the Executive Vice President and Provost (Provost) will be used by UMC to offset the cost of the leave. In the event that no faculty are awarded a single-semester sabbatical leave, tenured faculty taking a sabbatical leave for nine (9) months or longer may compete for supplementary funding to cover up to an additional thirty (30%) percent of their recurring base salary (not including fringe), not to exceed $30,000. The Provost funds two-thirds (2/3) of the supplemental pool and UMC funds one-third. The procedures with regard

to these requests are established by the campus with review by the Associate Vice Chancellor for the member's division and Senior Vice Chancellor for Academic Affairs.

Sabbatical leaves for tenured faculty are awarded on the basis of years of service and review within the department and campus, subject to approval by the Chancellor. Sabbatical leaves for term faculty are awarded on the basis of availability of funds and approval by both the Associate Vice Chancellor for the member's division and the Senior Vice Chancellor for Academic Affairs, in addition to years of service and review within the department and campus.

609.150 Approval. The Chancellor grants final approval for sabbatical leaves. Sabbatical leaves shall normally be awarded and announced not later than January 16. Sabbatical leaves for faculty on academic year (nine-month) appointments shall begin and end so as to coincide with the beginning and ending of semesters; for faculty on fiscal-year appointments, leave shall be scheduled at times reasonable and convenient for the department and unit.

Although worthy sabbatical leaves may not be denied for administrative convenience, the Senior Vice Chancellor for Academic Affairs may delay and restructure them for up to one year in order to relieve constraints upon department or campus budgets or to ensure that key courses remain available to students. Any delay or restructure will be announced not later than January 16. Such delay reduces by the same time the period of eligibility for a subsequent sabbatical leave.

Sabbatical leaves of one semester are compensated at full salary and full benefits. Sabbatical leaves longer than one semester are compensated at one-half salary and full benefits. The salary during the leave is based upon the faculty member's regular University salary at the time the leave is initiated. The salary and benefits paid during a sabbatical leave are not to be regarded as additional compensation for services already rendered but as contemporaneous compensation for services rendered by the faculty member in developing professional knowledge and skill for subsequent service to students and the University.

Faculty members on sabbatical leave may augment their sabbatical income up to the level of their regular University salary, provided that the activities yielding the additional compensation are consistent with the purpose of the sabbatical leave. Permission must be obtained from the Associate Vice Chancellor for the member's division and the Senior Vice Chancellor for Academic Affairs. In establishing the level of permissible sabbatical income, University-approved consulting activities in which the faculty member has been engaged, that do not conflict with the purposes of the leave, shall not be considered. Expenses related to the purposes of the leave may also be taken into account in determining the level of permissible income. Faculty members are encouraged to seek funding from non-University sources to cover the portion of salary not provided under multiple semester of full year leaves. Faculty members are to file with their department and campus a summary report addressing the results of the work done while on leave. The report is to be submitted within three (3) months of their return from leave.

609.160 Length of Leave. A sabbatical leave may be granted for one (1) or two (2) semesters for faculty on an academic year appointment, or five and one-half (5.5) months, or eleven (11) months for faculty on a fiscal year appointment. A leave of more than one (1) semester normally is taken in consecutive (fall, spring) terms. For choosing to take a sabbatical leave of one semester only, the privilege to the second semester (or second half of the year) is waived.

609.170 Obligations. Faculty members granted sabbatical leaves must return to University service immediately following the leave for a period of time at least equal to the period of the leave, and at the percentage of appointment held during the leave. A delay to return to service may be

granted by the Senior Vice Chancellor for Academic Affairs, with concurrence of the Associate Vice Chancellor for the member's division, for a period without pay, not longer than the period of the leave. Faculty members who do not return or return for only a portion of the time due and have not been granted a written waiver must reimburse the University for all or a prorated amount of the salary, retirement contributions, and value of benefits received during the leave.

Term faculty members who do not receive a reappointment during the period of the sabbatical leave shall be granted a written waiver. The term faculty member is not required to return to the unit for a period at least equal to the period of leave and is not required to reimburse the University for the amount of salary, retirement contributions, and all other fringe benefits received during the leave.

609.200 Single Semester Leave (UMC)

609.210 Purpose. Single semester leaves are designed to provide faculty members with the opportunity to acquire new skills and knowledge, to enhance communication of knowledge to students and society, and to create new uses for the knowledge made available. UMC recognizes that rapid changes in the nature and number of tasks to be carried out by faculty members in their teaching, research, creative and outreach activities have made it necessary for them to acquire new skills and knowledge in order to discharge their duties in the best manner possible.

Single semester leaves are designed to bring benefit to the individual, the students and the University of Minnesota (University); to the citizens of the state; and all who are affected by the research, teaching, creative activity, and service to society that are the University's mission. Single semester development leaves aid in attracting and retaining faculty dedicated to teaching, research and service/outreach; and ensure the future vitality and quality of the University.

609.220 Eligibility. Probationary and term faculty are eligible for a single semester leave after two (2) academic or fiscal years of service in a University faculty appointment of sixty-seven (67%) percent time or greater. Tenured faculty are eligible for a single semester leave after four (4) academic or fiscal years of service in an appointment of sixty-seven (67%) percent time or greater.

An academic or fiscal year of service must be earned within a regular faculty appointment or a term faculty appointment. Service credit is earned during periods of paid or unpaid approved leaves of absence except those noted, as long as the individual still fulfills the definition of an academic year of service or a fiscal year of service. Service credit is not earned during personal leaves taken for reasons that do not relate to the faculty member's discipline or University responsibilities, or time spent on a sabbatical leave. Although service credit is not accrued during these times, it is not considered a break in service.

All service credit toward eligibility is suspended in an appointment year where there is strong evidence that the faculty member's appointment will be terminated prior to what otherwise would be the end date of the period of the leave plus the required return to service period. Accumulation of years of service toward a single semester leave is lost upon retirement, resignation, notice of non reappointment, or termination of appointment.

609.230 Process and Procedure. The number of single semester leaves available at UMC is determined by the Provost. Up to four percent (4%) of the regular faculty at the probationary rank of Instructor or probationary and tenured ranks of Assistant Professor, Associate Professor or Professor can be authorized for single semester leaves.

Competition for single semester leaves takes place at departmental and collegiate levels. Single semester leaves may be granted to term faculty holding the rank of Instructor, Assistant Professor, Associate Professor or Professor at the discretion of the Associate Vice Chancellor for the member's division, Senior Vice Chancellor for Academic Affairs, and Chancellor.

Early in the academic year, the Senior Vice Chancellor for Academic Affairs will issue a call for proposals for leaves to be taken during the following academic year. The call for proposals will include 1) number of single semester leaves available for the next academic year, 2) policy and procedures relating to faculty development leaves, and 3) application deadline of November 1st. Faculty meeting eligibility for and interested in a single semester leave should complete the appropriate application form and submit it prior to the deadline to the Associate Vice Chancellor for the member's division for consideration.

Single semester leaves for regular faculty are awarded on the basis of years of service and results of the review of the proposal by the Associate Vice Chancellor for the member's division and Senior Vice Chancellor for Academic Affairs, subject to final approval by the Chancellor. Preference shall be given to tenure-track faculty. Exceptional circumstances and applications from tenured faculty shall also be considered. Single semester leaves for term faculty are awarded on the basis of availability of funds and the review of the proposal and approval by the Associate Vice Chancellor for the member's division, Senior Vice Chancellor for Academic Affairs, and the Chancellor, in addition to years of service.

609.240 Approval. The Chancellor grants final approval for single semester leaves. Single semester leaves shall be awarded and announced no later than January 16. The time at which an approved single semester leave is taken is agreed to by the Associate Vice Chancellor for the member's division. Single semester leaves for faculty on academic year (nine-month) appointments shall begin and end so as to coincide with the beginning and ending of a semester; for faculty on fiscal year (greater than nine-month) appointments leave shall be scheduled at times reasonable and convenient for the department and UMC.

An approved single semester leave is at full salary and benefits. The salary and benefits paid during a single semester leave are not to be regarded as additional compensation for services already rendered, but as contemporaneous compensation for services rendered by the faculty member in developing professional knowledge and skill for subsequent service to students and the University. Faculty members are to file with their department and campus a summary report addressing the results of the work done while on leave. The report is to be submitted within three (3) months of their return from leave.

609.250 Obligations. Faculty members granted single semester leaves must return to University service immediately following the leave for a period of time at least equal to the period of the leave and at the percentage of appointment held during the leave. A delay to return to service may be granted by the Senior Vice Chancellor for Academic Affairs, with concurrence of the Associate Vice Chancellor for the member's division, for a period without pay, not longer than the period of the leave. Faculty members who do not return or return for only a portion of the time due and have not been granted a written waiver must reimburse the University for all or a prorated amount of the salary, retirement contributions, and value of benefits received during the leave.

Term faculty members who do not receive a reappointment during the period of the single semester leave shall be granted a written waiver. The term faculty member is not required to return to the unit for a period at least equal to the period of leave and is not required to reimburse

the University for the amount of salary, retirement contributions, and all other fringe benefits received during the leave.

609.260 Frequency of Leave. Subsequent single semester leaves may be taken following four (4) additional eligible years of service, in a University faculty appointment of sixty-seven (67%) percent time or greater.

611.000 SUBSTITUTION (UMC)

In the event of a Member's short term absence, the Member shall be responsible for finding a qualified replacement to assume their instructional duties in consultation with the Associate Vice Chancellor for the member's division. In the event of a Member's long term absence, the Associate Vice Chancellor for the member's division will assign a replacement in consultation with Member(s).

720.000 TRAVEL

720.300 Conduct, Reimbursement and Insurance (UMC). All travel by Members shall be conducted, reimbursed and insured according to the provisions of the University of Minnesota Travel Regulations, as amended from time to time.

810.000 GRIEVANCE PROCEDURE (UMC)

811.000 Dispute Resolution. The following shall be the grievance procedure for all grievances pertaining to Crookston faculty only.

The Association and the Employer agree that they will use their best efforts to encourage the informal and prompt resolution of any dispute which may arise concerning application of this Agreement or of University policies. In the event that a dispute arises between the Employer and the Association or a group of Members or Member and the dispute cannot be resolved informally, the grievance procedure described herein shall apply, except as otherwise provided by this Agreement.

811.100 Definitions

811.110 Grievance. A "grievance" means a charge by a grievant that there has been a breach or improper application of a specific term(s) of this Agreement or University policies.

811.120 Grievant. "Grievant" means the Association, or a Member who presents a grievance to the Employer in accordance with the terms of this section.

811.130 Day. "Day" means a calendar day other than one which has been designated an official holiday at the University of Minnesota.

811.170 Service. "Service" means mailing by first class or certified mail or delivering in person to the appropriate individual at their University office, or sending an e-mail message to the appropriate individual using their University e-mail address. The date of service by mail shall be established by postmark. Date of receipt shall serve to initiate the counting of days for each stage in the

formal grievance procedure. When e-mail is used, the date of receipt is the calendar date on which the message was transmitted into the recipient's University e-mail account.

811.200 Grievance Procedure

811.210 Representation. A designee of the Association may be present with any grievant while attempts are being made to resolve disputes concerning the application of this Agreement or University policies. The Association shall represent the grievant at Steps One through Four of the formal stages of this Grievance Procedure.

811.220 Grievance Forms. All grievances at Steps One through Three of this Grievance Procedure shall be submitted in writing on the grievance form and shall be signed by a duly authorized designee of the Association. On the grievance form the grievant shall set forth a concise statement of facts which give rise to the grievance, shall specify the grounds for the grievance, specific contract section(s) or University policy(-ies) violated, and shall state the specific relief requested.

811.230 Disciplinary Grievances. Any grievance filed because of disciplinary action being imposed shall be initiated at Step Two.

811.300 Formal Resolution. At each step of the grievance process, the management representative identified in the following paragraphs may identify a management designee to accept, hear and provide a formal response to the grievance.

811.310 Step One. The Association may submit the grievance to the Associate Vice Chancellor for the member's division by serving a signed, completed grievance form upon the Associate Vice Chancellor for the member's division within thirty days from the date which the grievant, through the use of reasonable diligence, had or should have had knowledge of the events which give rise to the grievance. Within fifteen (15) days of the Associate Vice Chancellor for the member's division receiving the grievance form, the grievant and a representative of the Association or a representative of the Association shall meet with the Associate Vice Chancellor for the member's division and shall attempt to resolve the grievance. The Associate Vice Chancellor for the member's division shall then respond to the grievant in writing within fifteen (15) days of the meeting and shall serve their response upon the Association.

811.320 Step Two. If the grievance is not resolved after the formal meeting with the Associate Vice Chancellor for the member's division, the Association may submit the grievance form upon the Crookston Chancellor within fifteen (15) days after the receipt of the Step One response. Within fifteen (15) days of the Chancellor's receiving the grievance form, the grievant and a representative of the Association or a representative of the Association shall meet with the Chancellor and shall attempt to resolve the grievance. The Chancellor shall respond to the grievant in writing within fifteen (15) days of the meeting and shall serve their response upon the Association.

811.330 Step Three. If the grievance is not resolved after the Chancellor has served their response upon the Association, the Association may seek review of the Chancellor's action by serving the grievance form and the Chancellor's response upon the President within ten (10) days after the receipt of the Step Two response. Within fifteen (15) days of receiving the grievance form and

the Chancellor's response, the grievant and the representative of the Association or a representative of the Association shall meet with the President and shall attempt to resolve the grievance. The President shall then respond to the grievant in writing within fifteen (15) days of the meeting and shall serve their response upon the Association.

811.340 Step Four – Arbitration. In the event a grievance is not satisfactorily resolved after the President has served a response, the Association may submit a request for arbitration of the grievance by serving a written notice to that effect on the Director of Employee Relations in the Office of Human Resources within twenty (20) days after receipt of the Step Three response.

No more than ten (10) days after receipt of the request for arbitration, the Association shall request the Director of the Bureau of Mediation Services to submit a list of arbitrators. The Employer and the Association shall alternately strike one (1) name at a time, Employer striking first, from the list until there is only one (1) name remaining. The remaining name shall be the sole arbitrator. The selection of a sole arbitrator shall be completed no later than ten (10) days after receipt of the list.

The Employer and the Association shall each be responsible for one-half (1/2) of the arbitrator's fee.

811.342 Arbitrators' Decision Deadline. The arbitrator shall hold a hearing promptly and shall issue a decision no later than twenty (20) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the grievant, the Employer and the Association.

811.400 Private Hearings. All meetings and hearings conducted pursuant to this Grievance Procedure shall be private and shall include only the interested parties, their designated representatives, and any witnesses called relative to the proceedings.

811.410 Effect of Time Limits. By mutual agreement, the grievant and the Associate Vice Chancellor for the member's division or the Association and the Associate Vice Chancellor for the member's division, the Crookston Chancellor or the Senior Vice President for System Academic Affairs may waive any step or extend any time limit established by this section. However, if there is no waiver and if the grievant or the Association fails to adhere to a time limit established by this section, the grievance shall be deemed resolved at the prior step. If the Associate Vice Chancellor for the member's division, the Crookston Chancellor or the Senior Vice President for System Academic Affairs fails to adhere to a time limit established by this section, the Association may proceed to the next step.

811.420 Withdrawal of Grievances. The grievant or the Association may withdraw or reduce the scope of the grievance at any point in the grievance process.

811.440 Joint Grievances. The Employer and the Association may agree that identical or similar grievances may be handled jointly at any or all steps of this Grievance Procedure.

No such agreement shall be effective unless it is in writing and signed by an authorized representative of the Employer and by an authorized representative of the Association.

811.500 Rights and Responsibilities of the Grievant, Employer and Association.

811.510 No Reprisals. No reprisals shall be taken by the University against any participant in the grievance procedure by reason of such participation.

811.520 Personnel Files. Except for the decision resulting from arbitration or settlement, all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the Members.

811.600 Altering Grievance Procedure

811.610 By Association. If an administrative action affects Members in more than one (1) department or school, the Association shall have the right to file a grievance at the Step appropriate to the allegation or complaint being grieved. In all such cases the grievance shall be filed within twenty (20) days following the act or omission giving rise to the grievance or the date on which the Association reasonably should have known of such act or omission, if that date is later, and the Association shall utilize the grievance form referred to in Step One. A grievance so presented shall be answered in writing within ten (10) days of receipt of the grievance. In the event satisfactory resolution is not achieved by this action, the time limits and forwarding procedures set forth in this section shall be applicable.

811.620 By Agreement. By mutual agreement between the Chancellor and the Association, any of the Steps set forth above can be passed over. Any such mutual agreement shall be confirmed in writing.

851.000 WORK RULES AND PRACTICES (UMC)

851.100 Employer's Right. The Chancellor and Principal Administrators or their designees, acting as agents of the Employer, shall follow past practices; they may change past practices, and establish unit work rules provided that such past practices, new practices, or unit work rules do not violate this agreement.

851.200 Association's Right. The Association shall be given reasonable notice and the right to meet and confer on new practices or the establishment of unit work rules prior to their being put into effect.

851.300 Accountability. Members shall not be held accountable for such rules and regulations until distribution to the Members has been made.

910.000 CONFIDENTIALITY

910.100 Student Information. The Employer shall not compel a Member to give information regarding students that violates the Employer's policy regarding confidentiality of such student information.

910.200 Privacy. Discussions involving the Employer which concern a Member's performance on the job shall be held in private. This Section shall not prevent the holding of meetings concerning job performance which are customary or which are provided by this Agreement.

920.000 HEALTH AND SAFETY

920.100 Intent of the Parties. Both the Employer and the Association are dedicated to maintaining a safe and healthful working environment for Members. No Member shall be required to perform work under conditions which can reasonably be judged to represent a clear danger to that Member's health and/or safety.

920.200 Employer's Obligation. The Employer agrees that work space and equipment shall meet the standards set forth by applicable state and federal law regarding health and safety.

920.400 Resolution of Safety Questions (UMC). The Association and the Employer shall each designate an individual to represent them as safety officers. The Employer shall inform any affected Members of hazardous conditions of which the Employer is reasonably aware. A Member shall report an alleged hazardous condition of which they are reasonably aware to their immediate supervisor. If the supervisor's response is not satisfactory, the Member shall contact the Association's safety officer. If the Association's safety officer concludes that a Member's complaint is valid, the Association's safety officer shall contact the Employer's safety officer and shall arrange for a joint investigation of the matter. If the two safety officers agree on a recommendation for action, that recommendation shall be forwarded to the Chancellor. If the safety officers disagree on a recommendation or if the Chancellor fails to implement their joint recommendation, the Association may attempt resolution through use of the Grievance Procedure of this Agreement, beginning with Step Two.

930.000 EQUIPMENT AND CLOTHING

The Employer shall continue to provide Members whose duties include laboratories or physical education with appropriate clothing and equipment in accordance with existing policy.

935.000 TEXTBOOKS

935.150 Text Selection (UMC). All textbooks and other teaching materials to be purchased or used by students shall be selected by the Member for their own classes considering learner outcomes and objectives. In the event a Member selects a text written or edited by that Member for use in their classes, the Member shall follow the Employer's policy for approval of such use as presently in effect and as amended from time to time.

935.200 Complimentary Copies. In the event the Member demonstrates that the publisher will not provide a complimentary copy of a required text, the Employer shall provide a copy for the Member's use during the time the course is actually being offered. The copy shall be the Employer's property.

960.000 PERSONNEL FILES (UMC)

960.100 Official Personnel Files. The Employer shall maintain two (2) official personnel files, one called the “Employment Record File” and the other the “Academic Record File,” and one Promotion and Tenure file for each Member. Employment Record File shall be located at the UMC Office of Human Resources and the Academic Record File shall be located at the UMC Office of the Vice Chancellor for Academic and Student Affairs. The Employer may maintain other personnel

files. The Employer will only take action on information of which the member has been made aware and is available to the Member for review and comment.

960.200 Contents

960.210 Employment Record File. Each Employment Record File shall contain all official documents and records of a Member's employment with the University of Minnesota recognizing however that some documents are only maintained electronically and can be accessed electronically.

960.220 Academic Record File. Each Academic Record File shall contain all materials relevant to performance appraisal for annual merit salary adjustments, for appraisal of probationary service, for promotion and/or tenure review, and a record of performance evaluations.

960.300 Source to be Identified. The Employer shall not include material in a Member's official personnel file(s) unless the material's source is identified.

960.400 Responses. No material shall be placed in a Member's official personnel file(s) unless the Employer has provided the Member with a copy of any such material. Each Member shall be permitted to submit a written response to any document which the Employer includes in their official personnel file(s). The Employer shall include the written response in the Member's official personnel file(s).

960.500 Access. Each Member shall have reasonable access to their official personnel file(s) as well as information in other files regarding themselves which is available under state and federal law. The Employer shall provide copies of any document upon. Upon the Member's written authorization, the Employer shall grant the Association or the Member's legal representative access to the Member's official personnel file(s) and to any information in other files, as referred to above, to which the Member would have access. The Employer shall provide forms for this purpose. Notwithstanding any provision of this agreement, access to documents contained in any personnel file should be provided in conformance with Minnesota Government Data Practices Act as amended from time to time.

960.600 Removal of Materials. The Employer shall not remove or permit any other person to remove material from an official personnel file unless the Employer and the Member agree in writing to such removal. Any document or portion of any document may be removed as a result of a grievance process.

960.700 Promotion and Tenure File. Notwithstanding this section, the Employer may take action with respect to a Member based upon the information which is contained in the Member's Promotion and Tenure File. When a Member is considered for a promotion or conferral of Indefinite Tenure, the Member with the Convenor's assistance shall prepare a Promotion and Tenure File. The information for the file may be drawn from the Academic Record File and may contain relevant materials from other sources. The Employer shall retain two (2) record copies of the file after the completion of the process, while the original file and all other copies shall be returned to the Member.

960.800 Confidentiality. In addition to the access provided in this section, the Employer shall limit access to the Member's official personnel file(s) and Promotion and Tenure File to persons who perform legitimate roles in personnel matters, including the Procedure for Promotion or

Conferral of Indefinite Tenure, the Review of Probationary Members by Head, and Review of Tenured Faculty Performance.

965.000 CAMPUS CONSULTATION

965.100 Association's Consultants. The Association, in writing, shall provide the Employer with the names of Members who have authority to act on behalf of the Association and shall designate each such Member's area of authority.

965.200 Employer's Consultants. When it becomes necessary for the Association to discuss matters relating to the administration of this Agreement or other matters appropriate to the exclusive representative's responsibilities, it shall contact the Office of the Chancellor or the person whom the Chancellor designates in writing, except as provided in other sections of this Agreement.

965.300 Scheduling of Meetings. Upon notification by either party to the other, consultation shall be scheduled at a mutually agreeable time within two (2) weeks, except as provided in other sections of this Agreement.

975.000 TITLES

Section and provision titles are for convenience only and shall not be used in construing this Agreement except to the extent they identify campuses.

978.000 LIABILITY

The Employer assumes no liability for any personal property of Members used or stored on University premises.

980.000 TOTALITY OF AGREEMENT

980.110 Acknowledgment (UMC). The Employer and the Association acknowledge that during the negotiations which have resulted in this Agreement each had the unlimited right and opportunity to present demands and proposals with respect to all matters lawfully subject to collective bargaining.

980.200 Inconsistency. In the event of any inconsistency of this Agreement with the Employer's rules, policies, or by-laws, this Agreement shall prevail.

980.300 Right to Amend. Nothing in this Agreement shall preclude the Employer and the Association from reaching an agreement to alter, amend, supplement, delete, enlarge or modify any of the provisions of this Agreement. However, such an agreement to alter, amend, supplement, delete, enlarge or modify any of the provisions of this Agreement shall be effective only if it is in writing and if it has been executed by both the Employer and the Association.

980.410 Contract Administration (UMC). All understandings resulting from contract administration meetings or any other labor management forums may not extend, modify or nullify the Agreement between the Employer and the Association, unless the parties agree in accord with the Right to Amend paragraph above.

990.000 CONFORMITY TO LAW AND SEVERABILITY

The Employer and the Association intend that all provisions of this Agreement shall conform with applicable law. The provisions of this Agreement shall be deemed severable. If an enactment or decision of any legislative body or court or administrative agency of competent jurisdiction invalidates any provision of this Agreement or requires conduct inconsistent with any provision of this Agreement, that provision shall be deemed null and void except to the extent permitted by law. If any such provision is invalidated and deemed null and void, the invalidity of such a provision shall not affect any other provision of this Agreement, and all other provisions of this Agreement shall continue in full force and effect. When a provision of this Agreement that has been rendered invalid by this Section subsequently becomes legal as a result of a modification of applicable law during the term of this Agreement or extension thereof, the validity of such provision shall be renewed.

995.000 DURATION

995.100 Effective Date. Unless this Agreement explicitly states that an item is retroactive, this Agreement shall become effective at the time of its approval by both the Employer and the Association and shall continue in full force and effect until June 30, 2026.

995.200 Continuing Effect. This Agreement shall be automatically renewed from year to year after June 30, 2026 unless either the Employer or the Association shall notify the other in writing no later than March 1, 2026, or no later than March 1 of any succeeding year in which either, desires to meet and negotiate concerning the terms and conditions of employment for Members. This Agreement shall continue in full force and effect for the period during which the Employer and the Association meet and negotiate.

995.310 Termination. In the event that either the Employer or the Association desires to terminate this Agreement, it shall give written notice to the other party no less than ten (10) days prior to the date on which it desires to terminate this Agreement, which date shall not be before the expiration of this Agreement pursuant to section 995.200.

1010.000 DISCIPLINE (UMC)

1010.050 Investigatory Procedure. If discipline of a Member is being considered, an investigatory meeting shall be conducted by the appropriate member of the Administration or their designee and the following actions shall be taken before any disciplinary action is imposed:

a. A written notice of the date and time for the meeting shall be e-mailed to the Member concerned using their University e-mail address, and this message or a copy of it will be e-mailed to the Association Grievance Officer.
b. Present at the meeting shall be representatives from administration, the Member under investigation and an Association representative of the Member's choosing.
c. The Member shall have an opportunity to present in writing any facts or evidence they feel are relevant to the claims and resulting investigation. The written response must be postmarked or e-mailed within ten (10) calendar days of the meeting.

1010.100 Discipline. Upon conclusion of the investigation discipline may be imposed upon a Member for just cause only.

A Member who is to be disciplined has the right to request and have an Association representative present at the meeting when the disciplinary action is taken, except in cases in which a written reprimand is to be sent to a member. After discipline has been imposed the member shall be permitted to provide a written response to the discipline and have it placed in the file.

Any grievance filed because of disciplinary action being imposed shall be initiated at Step Two.

1300.000 NO STRIKE-NO LOCKOUT

1300.100 Lock Outs. No lock out of Members shall be instituted by the Employer during the term of this Agreement.

1300.300 Strikes (UMC). During the term of this Agreement no strike of any kind, as defined in Minnesota Statutes 179.A Minnesota Public Employment Labor Relations Act, shall be engaged in, sanctioned or supported by the Association, its officers or agents.

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF MINNESOTA
and the
UNIVERSITY EDUCATION ASSOCIATION - Crookston
Re: Entrepreneurial Leave

In any academic year in which the Employer grants its non-represented faculty the right to apply for an Entrepreneurial Leave, Members shall have the same right under the same terms and conditions.

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF MINNESOTA
and the
UNIVERSITY EDUCATION ASSOCIATION - Crookston
Re: UEA-C Salary Equity Review and Adjustments

The University of Minnesota Crookston (UMC) and University Education Association Crookston (UEA-C) agree to conduct a salary equity review for UEA-C Members. The salary equity review will be an analysis of base salaries using compensation practices and market data for similar institutions. The process will consist of the following:

- An updated salary study will be conducted and distributed to UMC administration and UEA-C leadership during FY 2025.
- Using mutually agreed upon shared value statements, the Joint UEA-C/Administrative Workgroup (comprised of up to five (5) Union and up to four (4) Employer representatives and supported by the Office of Human Resources Compensation and Classification Team) will examine data annually during the life of this MOU and prepare salary equity adjustment recommendations (i.e., up to $15,000 for duration of contract). Recommendations will be provided during the spring semester of each fiscal year.
- Final salary adjustment decisions will be made by administration and are not subject to the grievance procedure. Adjustments determined during the fiscal year will become effective at the beginning of the following fiscal year. Rationale for salary adjustment decisions will be communicated through the meet and confer process.

This MOU expires on June 30, 2026

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF MINNESOTA
and the
UNIVERSITY EDUCATION ASSOCIATION - Crookston
Re UEA-C Workload

The University of Minnesota Crookston (UMC) and University Education Association Crookston (UEA-C) agree to conduct an analysis of workloads for UEA-C Members. A Joint UEA-C/Administration Workgroup will be formed to review workloads of UEA-C Members and provide potential changes in workload practices based on their review. The review will include, but not be limited to, the following. items:

1. Teaching
    a. Credit hour / contact hour maximums
    b. Academic Advising
2. Scholarly Activity
    a. Research release credit pool
    b. Release time for pre-tenure regular faculty
3. Service
    a. Time expectations for service commitments
    b. Release for more extensive commitments

This MOU expires June 30, 2026.

UNIVERSITY OF MINNESOTA AND UNIVERSITY EDUCATION ASSOCIATION

AGREEMENT

This is to acknowledge that the undersigned have reached agreement on a contract between them as set forth in the attached document.

In witness, whereof, the parties have signed this fourth (4th) day of June 2024.

THE REGENTS OF THE UNIVERSITY OF MINNESOTA

Kenneth Horstman
Vice President, Human Resources

Mani Vang, Senior Director,
Employee and Labor Relations, OHR

Kari Seime, Chief Negotiator
Employee and Labor Relations, OHR

Amy Hietapelto, UMD

Anna Bauman, UMD

Anthony Kern, UMC

Coy Hillstead, OHR

Curt Albertson, UMD

Jordan Denney, UMD

Kayleigh Karppinen ,UMD

Rosemary Johnsen, UMC

UNIVERSITY EDUCATION ASSOCIATION

Briana Gross, Head Negotiator
UEA - Duluth

Brian Dingmann, Head Negotiator
UEA - Crookston

Beth Anderson, Education MN

Eddie Walker, UMC

Eric Hessler, UMD

Jeff Rop, UMD

Ken Myers, UMC

Megan Bell, UMC

UNIVERSITY OF MINNESOTA
BOARD OF REGENTS

EXTRACT

REGENTS OF THE UNIVERSITY OF MINNESOTA
RESOLUTION RELATED TO

The Proposed Labor Agreement with the University Education Association

WHEREAS, the parties have met and negotiated and have reached agreement regarding terms and conditions of employment regarding the employees of this bargaining unit; and

WHEREAS, the University Education Association has ratified acceptance of this agreement; and

WHEREAS, according to Board of Regents Policy: Reservation and Delegation of Authority, approval of labor agreements by the Board of Regents is required.

NOW, THEREFORE, BE IT RESOLVED that on the recommendation of the President, the Board of Regents approves this labor agreement as outlined in the Finance & Operations Committee docket for May 9, 2024.