ARTICLE 5
Definitions

Section A. Terms used within this Agreement shall have the following meanings.

Subd. 1. Academic Year. Academic Year is defined as beginning with the start of fall semester and ending with the completion of spring semester.

Subd. 2. Adjunct Appointments. An adjunct appointment is faculty employment pursuant to Article 21, Section E, Subd. 3, for stated periods that carries no implication of future employment.

Subd. 3. Administration. Administration shall mean the Chancellor of the Minnesota State Colleges and Universities, university presidents, and designees.

Subd. 4. Alternative Session. Alternative session means any session outside of fall, spring and summer sessions.

Subd. 5. Association. Association shall mean the local IFO chapters (Faculty Association) at each university.

Subd. 6. Athletic Appointments. An athletic appointment is faculty employment pursuant to Article 10, Section G.

Subd. 7. Board of Trustees. Board of Trustees or Board shall mean the Board of Trustees of the Minnesota State Colleges and Universities.

Subd. 8. Chancellor. Chancellor shall refer to the Chancellor of the Minnesota State Colleges and Universities.

Subd. 9. Community Faculty. A community faculty appointment is employment at Metropolitan State University pursuant to Article 10, Section J.

Subd. 10. Days. Days means calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes. Where the Agreement sets a specific date, and that date falls on a Saturday, Sunday or holiday on which the University or Chancellor’s Office is closed, the due date shall fall on the next regular business day.

Subd. 11. Department Chair. Department chairs are faculty members whose role is generally described in Article 20 and Appendix E.

Subd. 12. Department Recall. Department recall refers to the process specified in Article 20, Section E, by which a department votes whether to recommend that the President/designee declare a vacancy to exist in the departmental chair.
**Subd. 13. Domestic Partner.** Domestic partner shall mean domestic partner as defined by the Department of Employee Relations. (See Appendix D.)

**Subd. 14. Duty Day.** Duty Day shall mean a day included in the university calendar or individual faculty member's appointment on which a faculty member engages in duties as described in this Agreement.

**Subd. 15. Employee(s), Faculty and Faculty Member.** Employee or Faculty Member shall mean a member of the appropriate unit as described in this Agreement. Employees or Faculty shall mean all members of the appropriate unit as described in this Agreement.

**Subd. 16. Employer.** Employer shall mean the Board of Trustees of the Minnesota State Colleges and Universities, also referred to as MnSCU.

**Subd. 17. Endowed Chair.** Endowed chairs are positions to which faculty are appointed pursuant to Article 11, Section O. These positions are funded by sources other than tuition, fees, legislative appropriations to MnSCU, or proceeds from those sources.

**Subd. 18. Fixed Term Appointment.** A fixed-term appointment is faculty employment pursuant to Article 21, Section E, Subd. 1. Fixed-term employment terminates at the end of the appointment period and carries no implication for future employment.

**Subd. 19. Grievance.** A grievance means a dispute or disagreement as to the interpretation or application of any term or terms of any contract required under Minnesota Statutes § 179A.21 Subd. 1.

**Subd. 20. Grievant.** Grievant is a bargaining unit member or a group of unit members, Association or IFO filing a grievance.

**Subd. 21. Immediate Family.** For purposes of sick leave and bereavement leave pursuant to Article 17, immediate family shall be defined to include the spouse, siblings, children, stepchildren, foster children, grandchildren, wards, grandparents, parents, or parents of a faculty member's spouse. Immediate family shall also include any other individual who regularly resides in the employee's household.

**Subd. 22. Immediate Supervisor.** Immediate Supervisor shall mean a Dean or other individual, not a member of the bargaining unit, who has supervisory authority over faculty.

**Subd. 23. Inter Faculty Organization.** Inter Faculty Organization, IFO or Union shall refer to the exclusive representative of the bargaining unit.

**Subd. 24. Just Cause.** Just Cause as used in this Agreement means that there must be reasons for disciplinary action and that the action taken must be commensurate with the severity of the offense.
**Subd. 25. Meet and Confer.** Meet and Confer shall mean the exchange of views and concerns between employers and their respective employees at meetings scheduled for this purpose in accordance with Article 6 of this Agreement and the applicable provisions of PELRA.

**Subd. 26. Meet and Negotiate.** Meet and Negotiate shall mean the performance of the mutual obligations between MnSCU and the IFO to meet at reasonable times, including where possible, meeting in advance of the budget making process, with the good faith intent of entering into an agreement on terms and conditions of employment without compelling either party to agree to a proposal or to make a concession.

**Subd. 27. Minnesota State Colleges and Universities System (or MnSCU) or System.** System or Minnesota State Colleges and Universities System shall mean System of Minnesota State Colleges and Universities (also known as MnSCU).

**Subd. 28. Non-Renewal.** Non-renewal refers to the discontinuance of a probationary and/or non-tenure track faculty member’s employment pursuant to Article 25, Sections E or F.

**Subd. 29. Non-Tenure Track Appointments.** A non-tenure track appointment is faculty employment pursuant to Article 21, Section E, Subd. 2. Such appointments are continuing and without the right of tenure.
Subd. 30. Overload. Overload is defined as a specific assignment, acceptable to the faculty member and approved by the President/designee, occurring within a faculty member’s period of appointment which is in excess of the faculty member’s workload as defined in Article 10 and Article 13.

Subd. 31. PELRA. PELRA shall mean the Minnesota Public Employment Labor Relations Act of 1971, as amended.

Subd. 32. President. President shall refer to the presidents of each university.

Subd. 33. Presidential Designee. Whenever allowed by this Agreement, the use of a designee by the President shall in no way abrogate the responsibility and accountability of the President for the decisions made by the designee. Within thirty days of signing this Agreement, each President will furnish the IFO and the local Association a list of his/her appropriate designees. A President may revise his/her list of designees after the Association has been provided an opportunity to meet and confer in accordance with Article 6. In the event of a new President being appointed, he/she will submit a list of designees within thirty (30) days of assuming office. No member of the bargaining unit shall be a presidential designee.

Subd. 34. Prior Consideration. Prior consideration refers to the consideration given to current faculty members, in accordance with Article 21, Section A, Subd. 2, or Article 10, Section G, Subd. 6, when a university determines to fill a probationary position.

Subd. 35. Probationary Appointments. A probationary appointment is faculty employment pursuant to Article 21, Section E, Subd. 6. Such employment is for a stated term and is designed to lead to tenure.

Subd. 36. Professional Development Plan. Professional Development Plan (PDP) refers to plans developed by faculty members addressing the criteria contained in Article 22 and Appendix G.

Subd. 37. Professional Development Report. Professional Development Report (PDR) refers to the reports submitted by faculty pursuant to Article 22 describing progress made in respect to achieving objectives as specified in the faculty member’s professional development plan.

Subd. 38. Professional Improvement Funds. Professional improvement funds means support funds for improving professional competence provided pursuant to Article 19, Section A.

Subd. 39. Professional Study and Travel Funds. Professional study and travel funds are funds for faculty development provided pursuant to Article 19, Section B.

Subd. 40. Program. Program shall mean units in which a major and/or minor area of curricular study is normally available.
**Subd. 41. Promotion.** Promotion refers to an increase in academic rank based on the promotion process set forth in Article 25.

**Subd. 42. Reassigned Time.** Reassigned time shall mean an alternative assignment other than classroom teaching for one or more credit hours during the academic year or summer. For those faculty whose primary assignments are non-classroom instruction, e.g., coaches, librarians and counselors, reassigned time shall mean an alternative assignment other than their principal assignment to fulfill the professional development criteria of Article 22.

**Subd. 43. Recall.** Recall refers to reemployment in inverse seniority order of laid off faculty in the same or a similar position in the same department or program from which the faculty member was laid off in accordance with Article 23, Section F.

**Subd. 44. Recommendation.** When the contract requires or provides for a recommendation on a personnel action, the recommendation must include written reasons and must be signed and dated by the person or persons who make said recommendation.

**Subd. 45. Release Time.** Release time shall mean the granting of a paid exemption from duties normally required or performed. Such release time will be for one or more duty days and does not include sick leave and emergency or personal leave time.

**Subd. 46. Resident Faculty.** Resident faculty at Metropolitan State University shall be those faculty appointed as fixed-term, probationary or tenured faculty.

**Subd. 47. Sabbatical Leave.** A sabbatical leave is taken by a faculty member pursuant to Article 19 to enhance professional development, support department/unit goals, and/or meet the instructional, service or research priorities of the university.

**Subd. 48. Service.** When a written notice or a written response is required to be given under the terms of this Agreement, such notice or response shall be made by personal service or service by first class mail. Personal service shall be deemed complete when the notice or response is handed to or receipted by the party to whom directed. First class mail shall be deemed complete and sufficient service upon mailing to the last home address of the faculty member contained in the official personnel file.

**Subd. 49. Tenured Appointment.** A tenured appointment is a faculty appointment pursuant to Article 21, Section E, Subd. 7, upon successful completion of the probationary period. Tenured appointments are for an indefinite period of time and individuals holding such appointments are automatically reappointed annually unless terminated under the provisions of either Article 24 or Article 23.