

ARTICLE 11

Salaries

Section A. Returning Faculty.

Subd. 1. Salaries of tenured, probationary, fixed-term, and non-tenure track faculty members covered by this Agreement shall be at the rates set forth below on the salary schedule as full-time nine-month (168 days) base salaries.

Subd. 2. Faculty members who were in the bargaining unit in FY 2017 and who return in FY 2018 shall remain on the same step on the FY 2018 salary schedule.

Subd. 3. Effective July 1, 2018, faculty members who were in the bargaining unit in FY 2018 and who return in FY 2019 shall remain on the same step on the FY 2019 salary schedule.

Subd. 4. After receiving step advancements for promotion provided for in Section B, the minimum step placement provided for in Section L, and career steps provided for in Section K of this article, faculty shall receive returning step advancements provided in this section.

Section B. Promoted Faculty.

Subd. 1. Faculty members promoted from Instructor to Assistant Professor shall move to the step on the salary schedule Professor lane paying the same salary and then advance two steps. The step movement provided for in this subdivision shall be implemented prior to implementation of the minimum step placement provided for in Section L of this article, and shall be in addition to the step movement provided for in Section A.

Subd. 2. Faculty members promoted from Assistant Professor to Associate Professor and Associate Professor to Professor shall advance two steps on the Professor lane of the salary schedule. The step movement provided for in this subdivision shall be implemented prior to implementation of the minimum step placement provided for in Section L of this Article, and shall be in addition to the step movement provided in Section A.

Subd. 3. Promotions shall be effective with the start of the fiscal year following the President's decision to promote.

Section C. Faculty Who Provide Early Notice of Retirement. Faculty members who elect to retire with at least fifteen (15) years of service in the Minnesota State Universities and who are at least age fifty-five (55) shall have their salary placement increased by two additional steps on the salary schedule(s) established in this Agreement in the final two semesters of employment. To receive this benefit the affected faculty member must submit a written letter of retirement by October 15 if retirement will occur no earlier than the end of the following spring semester but no later than the day prior to the beginning of the subsequent fall semester or by January 15 if retirement will occur at the end of the subsequent fall semester. Faculty who cannot receive the early notification of retirement steps provided for in this section because they are on the top step of the Professor lane of the salary schedule shall receive a one-time payment of \$4,800 (pro rated by FTE) in lieu of the step increase provided for in this section. Faculty who cannot receive the early notification of retirement steps provided for in this section because they are on the top step of the Instructor lane of the salary schedule shall receive a one-time payment of \$1490 (pro rated by FTE) in lieu of the step increase provided for in this section. For faculty members on a nine-month appointment outside of the academic year, notice of retirement must be given not later than the 60th calendar day after the commencement of the final nine-month appointment.

The additional two step increase provided for in this section for early notice of retirement shall be implemented following the step advancements for promotion provided for in Section B, the minimum step placement provided for in Section L, career steps provided for in Section K, returning step advancements provided for in Section A, and any step adjustments resulting from a salary equity review provided for in Section I of this Article.

Section D. New Faculty Assignment and Placement.

Subd. 1. New faculty hired during the term of this Agreement shall be assigned to an appropriate rank in accordance with Article 21, Section D.

Subd. 2. New faculty members beginning employment shall be placed in the appropriate lane at the salary, which is nearest to, but not less than, the salary offered on appointment.

Subd. 3. After implementation of Subdivisions 1-2 of this section and subject to the minimum step placements, new faculty members shall be deemed to have been placed upon the appropriate step, and no further step placement movement or calculations shall be made.

Section E. Service at the Top of the Schedule. All faculty who have been at the top of their salary lane for five (5) years shall receive the equivalent of a two-step (approximately a 4.85%) salary adjustment in the next year. Partial years of service at the top of the salary lane and years in which steps are added to the top of the schedule for these lanes shall not be counted toward the calculation of the five (5) year period.

Section F. Death in Service. If a faculty member who meets the eligibility requirements for Employer-paid insurance benefits dies after his/her first duty day of employment, but before his/her insurance coverage becomes effective, the unpaid balance of his/her annual salary shall be paid to his/her spouse or dependent children.

Section G. Health and Dental Premium and Expense Accounts, HRA and HCSP.

Subd. 1. The Employer agrees to provide insurance-eligible employees with the option to pay for the employee portion of health and dental premiums on a pre-tax basis as permitted by law or regulation. The Employer agrees to allow employees to cover co-payments, deductibles and other medical and dental expenses, or expenses for services not covered by health or dental insurance, as permitted by law or regulation, up to a maximum expenditure of five thousand dollars (\$5,000) per insurance year. Beginning with the insurance year starting January 1, 2013, the maximum contribution permitted by federal law to the health/dental expense account is \$2,500.

Subd. 2. Effective January 1, 2010, the Employer shall make a lump-sum contribution of eight hundred dollars (\$800) to a Health Reimbursement Arrangement (HRA) account at the beginning of each calendar year on behalf of each faculty member eligible to participate in the HRA Plan as provided in the written HRA Plan document. Expenses arising from the implementation and administration of the HRA Plan shall be paid by the Employer. Upon written notice to the Director of Human Services of the State University, or to the System Director for Employee Benefits and Compensation, a faculty member eligible to receive an HRA may elect not to receive the benefit.

Subd. 3. At the beginning of January each year, the Employer will make an \$800 contribution to a post-employment Health Care Savings Plan (HCSP) on behalf of all faculty members who are a) employed in the bargaining unit at that time and b) are receiving a full or partial Employer contribution toward the State Employee Group Insurance Program. Employees who received or elect not to receive an HRA contribution as described in Subd. 2, shall not be eligible for the HCSP contribution in the same calendar year. Faculty members who are on an FMLA or USERRA qualifying leave at the beginning of January but who would otherwise satisfy the eligibility criteria will be deemed eligible for the Employer contribution to an HCSP.

Section H. Dependent Care Expense Account. The Employer agrees to provide insurance-eligible faculty members with the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pre-tax basis as permitted by law or regulation.

Section I. Salary Equity.

Subd. 1. The Salary Review Committee (“SRC”) shall be continued for the life of this Agreement. The SRC may propose to both the IFO and MnSCU procedures and processes, which will reduce the likelihood of inequitable salaries. The SRC will annually review the salaries of new hires, and may recommend an adjusted step placement based on the then current salary schedule.

Subd. 2. Faculty members who are promoted after July 1, 2007, will be assessed by the university using the then current procedures applicable to a new hire in the same department or program at the new rank to which the faculty member has been promoted. Salary assessments will be conducted following the step advancements for promotion provided for in Section B, the minimum step placement provided for in Section L, career steps provided for in

Section K, and returning step advancements provided for in Section A of this Article. Based on this assessment, the faculty member's salary will be increased additional steps, if necessary, so that the promoted faculty member's salary is consistent with a salary that would be paid to a similarly situated new hire. The step movement provided in this subdivision is in addition to the step movement provided for in Section B of this article. The university shall provide the faculty member, the System Office and the IFO with written notice of a salary review upon promotion. The notice shall indicate whether or not the faculty member's salary will be increased additional steps, the basis for the decision, and the new salary to be paid.

Subd. 3. A faculty member who submits proof of completion of a terminal degree (e.g., a certified transcript) from an accredited institution in his/her primary assignment area will have his/her salary re-assessed by the university using the current procedures applicable to a new hire in the same department or program in which the faculty member is currently assigned. Proof of degree completion must be submitted to the university human resources office. Salary assessments will be conducted following the step advancements for promotion provided for in Section B, the minimum step placement provided for in Section L, career steps provided for in Section K, and returning step advancements provided for in Section A of this Article. Based on this reassessment, the faculty member's salary will be increased additional steps, if necessary, so that the faculty member's salary is consistent with a salary that would be paid to a similarly situated new hire. Salary increases will be implemented at the commencement of the current nine month appointment, as indicated on the appointment form, if the terminal degree is awarded before October 1st, and at the commencement of the subsequent nine month appointment, if the terminal degree is awarded on or after October 1st. Normally, salary adjustments will not be retroactive to a fiscal year prior to the year in which proof of completion is submitted. The university shall provide the faculty member, the system office and the IFO with written notice of a salary review upon completion of a terminal degree. The notice shall indicate whether or not the faculty member's salary will be increased additional steps, the basis for the decision, and the new salary to be paid.

Subd. 4. Decisions made pursuant to Subdivisions 2 and/or 3 of this section will be submitted for review to the SRC. The SRC will issue its recommendation, if any, to the university regarding the appropriate number of steps to be awarded to the faculty member under Subdivisions 2 and/or 3 of this section. The university shall implement the recommendation of the SRC. The procedures described in this subdivision are the exclusive remedy for disputes concerning salary decisions under Subdivisions 2 and 3 of this section and such decisions shall not be subject to the grievance procedure.

Subd. 5. The SRC will complete a new analysis of the salaries of all faculty every five years in order to update and/or modify data and relevant criteria and recommend adjustments. Appeals from denials of adjustment shall be considered within the time frame established by the committee.

Section J. Part-Time Faculty Placement on Salary Schedule. All part-time faculty other than those faculty members having adjunct or community faculty appointments shall be placed upon the salary schedule and paid on a pro rata basis for the entire academic year or nine-month appointment year during which said amount of service is rendered. If any part-time faculty

member who teaches more than twelve (12) credits in any one academic year were paid less than pro rata for any semesters, during said academic year by virtue of having received an adjunct or community faculty appointment(s), the university shall, as soon as practicable after learning that the faculty member will teach more than twelve (12) credits during a single academic year, supplement the faculty member's salary such that the faculty member receives full pro rata pay for the entire year or nine-month appointment year.

Section K. Career Steps. For Fiscal Year 2018, all faculty members who have completed ten (10) years of service shall receive two (2) additional steps on the salary schedule at the beginning of their eleventh (11th) year of service. Faculty members who have completed twenty (20) years of service shall receive an additional two (2) steps on the salary schedule at the beginning of their twenty-first (21st) year of service. Faculty members who have completed thirty (30) years of service shall receive an additional two (2) steps on the salary schedule at the beginning of their thirty-first (31st) year of service.

Starting July 1, 2018, all faculty members who have ten (10), seventeen (17), or twenty-five (25) years of service shall receive two (2) additional steps on the salary schedule at the beginning of their eleventh (11th), eighteenth (18th), or twenty-sixth (26th) year of service respectively.

Years of service shall be counted as of the end of the academic year. Career steps shall be implemented following the step advancements for promotion provided for in Section B and the minimum step placement provide for in Section L of this article, at the start of the fiscal year that corresponds to the faculty member's 11th, 21st or 31st years of service, as applicable. Beginning Fiscal Year 2019, career steps shall be implemented following the step advancements for promotion provided for in Section B and the minimum step placement provide for in Section L of this Article, at the start of the fiscal year that corresponds to the faculty member's 11th, 18th or 26th years of service, as applicable.

For purposes of implementation of this section, as of July 1, 2018, those faculty members who have completed seventeen (17), eighteen (18), nineteen (19), or twenty (20) years of service shall receive two (2) additional steps; and those faculty members who have completed twenty-five (25), twenty-six (26), twenty-seven (27), twenty-eight (28), twenty-nine (29), or thirty (30) years of service shall receive two (2) additional steps.

The seniority roster shall be used to determine years of service. Administrators who return to the bargaining unit shall have the years served as an administrator included in the years of service for purposes of this section only. (See Appendix I.)

Section L. Minimum Salary Placement. Effective July 1, 2016, Instructors shall not be placed below step five (5). Effective July 1, 2018, Instructors shall not be placed below step six (6). After receiving the step advancements for promotion provided for in Section B of this article, the following minimum salary placements shall be applied. Effective June 30, 2013, Assistant Professors shall not be placed below step four (4), Associate Professors shall not be placed below step nine (9), and Professors shall not be placed below step sixteen (16).

Section M. Adjunct and Community Faculty.

Subd. 1. Minimum Compensation. Effective fall semester 2017, salaries of adjunct and community faculty members covered by this Agreement shall be not less than \$1449 per credit or 3.6% of the step 3 salary for Instructors on a per credit basis, whichever is more. Effective fall semester 2018, salaries of adjunct and community faculty members covered by this Agreement shall be not less than \$1484 per credit or 3.35% of the step 6 salary for Instructors on a per credit basis, whichever is more.

Subd. 2. Non-Exempt Faculty. For certain adjunct and community faculty whose FLSA status is non-exempt due to work assignments with the State of Minnesota not covered by this agreement, the university may pay a reasonable hourly rate of pay for credit generating work, provided that the aggregate pay for each credit hour of instruction is not less than the rate provided in Subdivision 1 of this section.

Section N. University Scholars.

Subd. 1. A faculty member, who has demonstrated outstanding teaching, service or scholarship in three successive years, as judged by the faculty member's department and immediate supervisor per Article 22, shall be eligible to be appointed as a University Scholar. University Scholars shall be determined by the President in his/her sole discretion. No more than 5% of the university's complement of faculty members and no more than the larger of 10% or one (1) faculty member in any department may be University Scholars at a given time. A faculty member can serve successive appointments as a University Scholar.

Subd. 2. The selection of University Scholars will be based on one or more of the following factors:

- number and quality of scholarly publications;
- creativity and/or recognition in artistic works;
- progress in establishing or developing a research program;
- high level of instructional effectiveness;
- other scholarly activity performed at an exemplary level.

In selecting University Scholars, the President may consider a variety of sources of evidence of outstanding teaching, service or scholarship, including but not limited to, scholarly publications, coverage in local and/or national media, unsolicited recognition by local or national service or professional organizations or agencies, professional development reports, departmental evaluations/recommendations, and assessments by supervisors.

Subd. 3. A faculty member who is appointed as a University Scholar shall receive a one time lump sum payment of up to \$6,000 in each year as University Scholar, as determined by the President.

Section O. Endowed Chairs. Beginning July 1, 2007, after meeting and conferring with the Association, a President may institute standards and procedures for the establishment of an endowed chair position at the university and the selection of a faculty member to fill such positions.

The funding to support an endowed chair position must come from sources other than tuition, fees or the legislative appropriation to the Minnesota State Colleges and Universities, or proceeds from the same.

Subd. 1. A faculty member who is selected to serve in an endowed chair position may serve in such position for the period of time specified by the President. A faculty member's period of service in an endowed chair position may be terminated at any time by the President. Upon completion of a faculty member's period of service in an endowed chair position, the faculty member shall return to his/her prior employment status including salary at the university, if any. If immediately preceding his/her appointment as an endowed chair, a faculty member was not employed at the university in a position of continuing status, his/her employment shall terminate upon completion of his/her service as an endowed chair.

Subd. 2. The salary for a faculty member selected to serve in an endowed chair position shall meet or exceed the minimum salary for a full Professor. A salary set under this section must be in accord with the other compensation provisions in this Agreement. Service in an endowed chair position shall not be understood to be equivalent to service as a department chair as described in Article 20.

Section P. Grants and External Contracts.

Subd. 1. Modification of Pay. For faculty member(s) who participate as an investigator or a consultant on a grant, or the individual(s) primarily responsible for the administration or implementation of a contract between the university and an external third-party, the faculty member's rate of pay may be modified as follows:

- a. The regular duty day rate of pay may be supplemented for a specified period of time;
- b. If permitted by the grant or external third-party contract, a salary supplement may be paid for related duties performed by non-adjunct faculty during academic breaks. The salary supplement provided in this paragraph may be in addition to or in lieu of other forms of compensation available under the terms of this Agreement.

All such modifications of a faculty member's salary require the agreement of the affected faculty member.

Subd. 2. Consistency. All additional compensation and/or reimbursement provided for in this section shall be consistent with the applicable grant or external contract.

Subd. 3. Notice to the Association. The Administration shall provide the Association with timely notice of all changes made to faculty compensation pursuant to this section.

Subd. 4. Adjuncts. To the extent that an adjunct/community faculty member is assigned work funded by a grant or an external third-party contract, the adjunct/community faculty member shall be compensated with credits. Such work shall not count against the cap on adjunct/community faculty workloads provided elsewhere in this Agreement.

Section Q. Salary Schedule

Fiscal Year 2018 Salary Schedule					
<u>Instructor Step</u>	<u>Instructor Salary</u>	<u>Professor Step</u>	<u>Professor Salary</u>	<u>Professor Step</u>	<u>Professor Salary</u>
1	38,380	1	52,218	23	87,918
2	39,301	2	53,469	24	90,025
3	40,242	3	54,751	25	92,183
4	41,207	4	56,062	26	94,391
5	42,193	5	57,405	27	96,655
6	43,205	6	58,781	28	98,969
7	44,241	7	60,190	29	101,342
8	45,300	8	61,633	30	103,769
9	46,385	9	63,109	31	106,256
10	47,498	10	64,622	32	108,802
11	48,638	11	66,170	33	111,409
12	49,801	12	67,755	34	114,082
13	50,996	13	69,381	35	116,813
14	52,218	14	71,042	36	119,614
15	53,469	15	72,745	37	122,481
16	54,751	16	74,489	38	125,417
17	56,062	17	76,271	39	128,424
18	57,405	18	78,100	40	131,503
19	58,781	19	79,972	41	134,654
20	60,190	20	81,889	42	137,880
21	61,633	21	83,853	43	141,185
22	63,109	22	85,860		

Fiscal Year 2019 Salary Schedule					
<u>Instructor Step</u>	<u>Instructor Salary</u>	<u>Professor Step</u>	<u>Professor Salary</u>	<u>Professor Step</u>	<u>Professor Salary</u>
1	39,302	1	53,472	23	90,028
2	40,244	2	54,752	24	92,185
3	41,208	3	56,065	25	94,395
4	42,196	4	57,407	26	96,657
5	43,206	5	58,783	27	98,975
6	44,242	6	60,191	28	101,344
7	45,302	7	61,634	29	103,774
8	46,388	8	63,112	30	106,260
9	47,499	9	64,623	31	108,806
10	48,638	10	66,173	32	111,414
11	49,805	11	67,758	33	114,083
12	50,997	12	69,381	34	116,820
13	52,220	13	71,046	35	119,616
14	53,472	14	72,747	36	122,484
15	54,752	15	74,490	37	125,420
16	56,065	16	76,277	38	128,427
17	57,407	17	78,102	39	131,507
18	58,783	18	79,974	40	134,659
19	60,191	19	81,892	41	137,885
20	61,634	20	83,854	42	141,189
21	63,112	21	85,865	43	144,574
22	64,623	22	87,921	44	148,044
23	66,173				