APPENDIX H

LETTER OF UNDERSTANDING
Between the
Inter Faculty Organization
and the
Minnesota State Colleges and Universities

This Letter of Understanding (LOU) is made and entered into by and between the Minnesota State Colleges and Universities and the Inter Faculty Organization (IFO) for the purposes of resolving certain disputes concerning provision in Article 16 of the current Collective Bargaining Agreement (Agreement).

WHEREAS, Article 16 § D, Subd. 2, of the Agreement provides as follows: “Faculty members hired after June 30, 1996 shall not be eligible for [the] early separation incentive” (referred to as the “sunset provision”); and

WHEREAS, the IFO contends that the faculty members with any employment with the state universities prior to June 30, 1996, remain eligible for the ESI benefit despite the operation of the sunset provision; and

WHEREAS, the Employer rejects the IFO’s interpretation of the sunset provision and contends that faculty members hired after June 30, 1996, are ineligible for the ESI benefit, regardless of prior employment with the state universities:

Now Therefore, the parties hereto, acting through their respective agents, do hereby stipulate and agree as follows:

1. The following principles shall govern the application of Article 16 § D, Subd. 2 of the Agreement:

a. General Eligibility: Faculty members in the IFO unit are eligible to receive the Early Separation Incentive (“ESI”) benefit if they enjoyed an employment relationship as a faculty member in unit 209 during spring and fall terms of calendar year 1996 and have been continuously employed since July 1, 1996. (For purposes of Article 16, Section D, the Employer will treat faculty members who have experienced a change in their appointment status (i.e., fixed-term to probationary, etc.) but otherwise maintained continuous employment with the state universities as satisfying the continuous employment requirement).

b. Special Eligibility: Faculty members who do not meet the general eligibility requirements may still be eligible for the ESI benefit if and only if they meet the following criteria:

   c. Faculty members who are re-hired after June 30, 1996, but before July 1, 2000, who had at least two years of service as a state university faculty member, administrator or
as an employee in bargaining unit 211, if such service occurred between July 1, 1991 and July 1, 1996. For purposes of this benefit a year of service means the employee worked throughout each quarter or each semester of the academic year. To qualify for this special eligibility, faculty members must have continuous service with the state universities from the date of re-hire until separation.

d. Resolution of Claims. All claims held by the IFO relating to the interpretation of Article 16 § D, Subd. 2 of the IFO Agreement, including but not limited to IFO grievance case nos. 05SY02, 06SY01, and 06SY02, are hereby resolved and settled.

Knowing and Voluntary. The parties acknowledge that they have carefully read and fully understand the terms of this LOU, and that they are voluntarily entering into this LOU.

Entire Agreement. The parties agree that this LOU constitutes the entire agreement between the parties on the matters discussed herein. This LOU fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter contained in this LOU. Except as described in this LOU, there were no inducements or representations leading to the execution of this document.

FOR THE EMPLOYER

Christopher Dale
System Director for Labor Relations

Patrice Arseneault
Acting Director of Labor Relations

Mary E. Leary
Associate Vice Chancellor for Labor Relations

FOR THE UNION

Nancy Black
IFO President Labor Relations