

MSUAASF Final Tentative Agreement

- Any items with ~~strikethroughs~~ indicate current language removed from the contract.
- Any items in red underlined text indicate new/different language added to the contract.

ARTICLE 3 RECOGNITION

Section C.

Subd. 1. University Position Information. Via e-mail or written personal delivery, the President/designee shall, within ten (10) calendar days of receipt of the audit package from the System Office, send to the campus association President the position description, organizational chart, and other supporting documentation of professional and classified or unclassified supervisory positions at the university that are either: a) newly created, ~~and~~ or b) existing but are being assigned from the ASF bargaining unit to a different unit.

ARTICLE 7 ASSOCIATION RIGHTS

Section G.

Subd. 4. ASF State Board of Directors Meetings. Authorized ASF State Board members, not to exceed ~~three (3)~~ four (4) from each campus, shall be released one (1) day with pay per meeting for up to ~~three (3)~~ four (4) ASF State Board meetings per year. No more than seventeen (17) individuals will be released under this subdivision for each ASF State Board meeting.

ARTICLE 10 APPOINTMENTS

Section A. Appointments.

Subd. 4. Probationary.

(b) **Length.** The total period of probationary service, prior to the acquisition of permanent status, shall be four (4) consecutive appointment years of service within a university without a break in service. For purposes of this Article, an appointment year is defined as service during a period starting from July 1 through June 30 annually that is at least one-half time (.5 FTE) for nine (9) to twelve (12) months.

An ASF Member who has multiple consecutive appointments in the same range within an appointment year shall have these counted toward fulfilling a year of probationary service if the appointments total at least nine (9) to twelve (12) months and are at least one-half time (.5 FTE).

1. Length for ASF Members Hired After June 30, 2024. For ASF Members hired after June 30, 2024, the total period of probationary service, prior to the acquisition of permanent status, shall be three (3) consecutive years starting on the individual's most recent date of hire at the university in a probationary position. The provisions of subdivision 4 (c) do not apply to these individuals. In the event that an ASF Member is on a fixed-term appointment, limited appointment or externally funded appointment, and is appointed to a probationary position within the bargaining unit at the same university without a break in service, the individual shall receive up to a maximum of one (1) year of credit toward permanent status for service in a fixed-term appointment, limited appointment, or

externally funded appointment. Probationary ASF Members who are assigned to a different position within the bargaining unit shall complete their probationary period in the new position or serve a one (1) year probationary period, whichever is greater.

ARTICLE 12 SALARIES

Section A. Assignment to Salary Range.

Subd. 4. Position Evaluations. Positions created during the term of this Agreement will be evaluated for the purpose of assignment to salary range. An ASF Member or supervisor may request to have a position reevaluated every twelve (12) months if such a request is based upon substantive changes in the position. Such a request shall be acted upon unless the position has been evaluated in the previous twelve (12) month period, in which case endorsement of the request by the President's designee will be required before a reevaluation is undertaken. All requests for reevaluation shall be in writing. The Employer agrees that an opportunity to appear before the evaluation committee will be provided to the ASF Member. The Campus Association President and the ASF Member shall be notified of the results of the campus recommendation. Except as provided in Article 12, Section G. Subd. 5 2 (b) Range Reevaluation to a Lower Range, the effective date of the reassignment to a different salary range shall be the date the Human Resources Director or designee receives a formal written request for reevaluation of the position, with all appropriate agreed upon documentation.

Section B. Salary Schedules for FY ~~2022~~ 2024 and FY ~~2023~~ 2025.

Subd. 1. Salary Schedule Effective July 1, ~~2021~~ 2023 through June 30, ~~2022~~ 2024.

Subd. 2. Salary Schedule Effective July 1, ~~2022~~ 2024 through June 30, ~~2023~~ 2025.

Section C. Compensation Adjustments for FY ~~2022~~ 2024 and FY ~~2023~~ 2025.

Subd. 1. FY ~~2022~~ 2024 Compensation

(a) The salary schedule for FY 2024 is reflected in the table in Section B, Subd. 1 above.¹

(b) Effective July 1, 2023, except for ASF Members excluded by Section D below, all other ASF Members employed in the unit on June 30, 2023 will receive a one (1) step increase on the salary schedule set forth in Section B, Subdivision 1.

Subd. 2. FY ~~2022~~ 2025 Compensation

(a) The salary schedule for FY 2025 is reflected in the table in Section B, Subd. 2 above.²

¹ The FY 2024 salary schedule in Section B, Subdivision 1 reflects a 2.25% ATB increase from the salary schedule for the previous fiscal year. This footnote is included for informational purposes only and is not a term of the contract.

² The FY 2025 salary schedule in Section B, Subdivision 2 reflects a 2.25% ATB increase from the salary schedule for the previous fiscal year. This footnote is included for informational purposes only and is not a term of the contract.

- (b) Effective July 1, 2024, except for ASF Members excluded by Section D below, all other ASF Members employed in the unit on June 30, 2024 will receive a one (1) step increase on the salary schedule set forth in Section B, Subdivision 2.
- (c) At the start of the second full pay period of FY2025, if an ASF Member's annualized salary is less than \$46,800, then their salary will be adjusted to the next higher step that would meet or exceed that amount.

Section D. Exclusions. Medical Directors and Health Service Physicians shall have their initial salary set without reference to the ranges stated above. Effective July 1, ~~2021~~ 2023, ASF Members under this section who are employed in the bargaining unit shall receive a 5.3% ~~percent (3%)~~ increase to their base salary in effect on June 30, ~~2024~~ 2023. On July 1, ~~2022-2024~~, ASF Members under this section who were employed in the bargaining unit during FY ~~2022~~ 2024 and who remained in the unit at the start of FY ~~2023~~ 2025 shall receive a ~~one and one third percent (1.3%)~~ 5.3% increase to their base salary in effect on June 30, ~~2022~~ 2024.

Section G. Salaries on Promotion or Range Reevaluation or Downgrade or Demotion or Reevaluation to a Lower Range or Lateral Movement.

Subd. 1. Promotion. A promotion occurs when a current ASF Member is selected or reassigned to fill a vacant position in a higher salary range. An ASF Member assigned to fill a position in the bargaining unit in a higher salary range on an Acting or Interim basis pursuant to Article 12, Section I, Subdivision 2 who is subsequently selected to fill the same position shall be deemed to have been promoted. In such situations, the ASF Member's step placement will be reviewed consistent with the factors stated in Section F of this Article, and may be modified, if justified by ~~the~~ those factors.

Subd. 2. Range Reevaluation.

(a) **Range Reevaluation to a Higher Range.** A range reevaluation to a higher range occurs when, as a result of increased levels of responsibility within a given job, that job is reevaluated in accordance with the procedures set out in Section A of this article and reassigned to a higher salary range. ~~The ASF member will be compensated at a salary which is, at a minimum, the nearest higher salary in the new range plus one (1) additional step.~~ In such situations, the ASF Member's step placement will be reviewed consistent with the factors stated in Section F of this Article, and may be modified, if justified by those factors.

~~(c) A range reassignment for disciplinary purpose is subject to the provisions of Article 23 and not this subdivision.~~

Subd. 6. Lateral Movement. A lateral move may occur with an external search or without an external search.

(a) **With External Search.** A Lateral Move occurs where an ASF Member is assigned to a different position at the same university in the same range as the result of an external search process. In such situations, the ASF Member's step placement will be reviewed consistent with the factors stated in Section F of this Article, and may be modified, if justified by those factors. However, at a minimum the ASF Member's salary will remain at the same step that it was prior to the lateral move.

(b) Without External Search. A Lateral Move also occurs where an ASF Member is permanently assigned to a different position at the same university in the same range without a search process. This type of lateral move requires thirty (30) days' notice to the ASF Member. A

waiver of the thirty (30) day notification period in this paragraph must be approved in writing by the ASF Member. In such situations, the ASF Member's step placement will be reviewed consistent with the factors stated in Section F of this Article, and may be modified, if justified by those factors. However, at a minimum the ASF Member's salary will remain at the same step that it was prior to the lateral move.

Section H. Exceptional Achievement Incentive Program.

Subd. 3. Criteria. The criteria to be used shall be:

(g) Among other activities, evidence of achievement in criteria (a) through (f) above may include efforts by the ASF Member that are intended to close educational equity gaps, and/or work with the university in multicultural, anti-racism, anti-oppressions, or equity and inclusion activities, or engage in similar volunteer activities with the community.

Section I. Additional Assignments and Compensation.

Subd.1. Additionally Assigned Responsibilities. Under the circumstances described in this subdivision, an ASF Member temporarily assigned additional duties or responsibilities shall be provided appropriate additional compensation. At minimum, appropriate additional compensation will be ~~five (5)~~ ten (10) percent of base salary. For the ASF Member to be eligible for additional compensation, all of the following conditions must be met:

(b). The additionally-assigned duties or responsibilities must reasonably be those of an unclassified position ~~in an equal or higher range~~; and

Subd. 5. Special Initiative Award. At the discretion of the President/designee, any ASF Member may be issued a Special Initiative Award of up to five thousand dollars (\$5,000), subject to the following conditions.

(f) Among other activities, proposals for the Special Initiative Award may include efforts by the ASF Member(s) that are intended to close educational equity gaps, and/or work with the university in multicultural, anti-racism, anti-oppression, or equity and inclusion activities.

Section I. Additional Assignments and Compensation.

Subd. 9. Career Step.

(a) Eligibility. Beginning July 1, 2023, an ASF Member who has completed five (5), or seventeen (17) continuous years of service at the university and who is not at the top step of the salary schedule shall receive, in the first full pay period of the fiscal year that follows the ASF Member's completion of five (5) or 17 continuous years of service at the university, one (1) additional step on the salary schedule. For purposes of this Subdivision, years of service shall be based on the ASF's Member's last hire date at the university.

1. Beginning July 1, 2024, an ASF Member who has completed five (5), or fifteen (15) continuous years of service at the university and who is not at the top step of the salary schedule shall receive, in the first full pay period of the fiscal year that follows the ASF Member's completion of five (5), or fifteen (15) continuous years of service at the university, one (1) additional step on the salary schedule. For purposes of this Subdivision, years of service shall be based on the ASF's Member's last hire date at the university.

- (b) FY 2024 Lump Sum Payment in Lieu of Step for ASF Members at Top Step. An ASF Member who is at the top step of the salary schedule but who otherwise would be eligible for the Career Step shall receive, in the first full pay period of the fiscal year that follows the ASF Member's completion of five (5) or 17 continuous years of service at the university, a one-time lump sum payment equivalent to three percent (3%) of the ASF Member's base salary in that fiscal year. The lump sum payment for an ASF Member working less than full time (1.0 FTE) in that fiscal year shall be prorated according to the ASF Member's FTE in the preceding fiscal year.
1. FY 2025 and Beyond Lump Sum Payment in Lieu of Step for ASF Members at Top Step. An ASF Member who is at the top step of the salary schedule but who otherwise would be eligible for the Career Step shall receive, in the first full pay period of the fiscal year that follows the ASF Member's completion of five (5), or fifteen (15) continuous years of service at the university, a one-time lump sum payment equivalent to three percent (3%) of the ASF Member's base salary in that fiscal year. The lump sum payment for an ASF Member working less than full time (1.0 FTE) in that fiscal year shall be prorated according to the ASF Member's FTE in the preceding fiscal year.
- (c) FY 2024 One-time Catch-up Provision. Except as provided below, an ASF Member who, as of July 1, 2023, has completed more than five (5) continuous years of service at the university but who otherwise would meet the terms in (a) of this Subdivision shall, in the first full pay period of fiscal year 2024, receive one (1) additional step on the salary schedule. However, those ASF Members who are compensated under Article 12, Section D will receive a salary increase of 3.05% in the first full pay period of fiscal year 2024 instead of a step increase.
- (d) FY 2025 One-time Catch-up Provision for 15 Year Career Step. Except as provided below, an ASF Member who, as of July 1, 2024, has completed more than fifteen (15) continuous years of service but less than seventeen (17) continuous years of service and has not previously been awarded a seventeen (17) career step, but who otherwise would meet the terms in (a)1. of this Subdivision shall, in the first full pay period of fiscal year 2025, receive one (1) additional step on the salary schedule. However, those ASF Members who are compensated under Article 12, Section D will receive a salary increase of 3.05% in the first full pay period of fiscal year 2024 instead of a step increase.

Section J, Consolidated Positions. ~~During FY2022 and FY 2023~~ During FY 2024 and FY 2025 if as a result of a university's permanent elimination of an ASF unit position, a current Range E ASF Member is assigned additional responsibilities that were formerly assigned to the permanently eliminated position, and such responsibilities are not reasonably covered by the current ASF Member's position description, the university may annually elect to provide appropriate additional compensation...

Section N. Supplemental Retirement. As allowed by Minnesota Statutes §§ 354C.11, 354C.12 and ~~345.24~~ 356.24, the Employer will make a matching contribution of up to two thousand two hundred dollars (\$2,200) per fiscal year to each eligible ASF Member's supplemental retirement account. Beginning on July 1, 2022, as allowed by Minnesota States §§ 354C.11, 354C.12 and ~~345.24~~ 356.24, the Employer will make a matching contribution of up to two thousand two hundred and fifty dollars (\$2,250) per fiscal year to each eligible ASF Member's supplemental retirement account.

Section P. Payment Option. ~~Through June 30, 2022 an ASF Member with an appointment of at least nine (9) months in duration may elect, at the beginning of the ASF Member's appointment period, to have their salary paid over a twelve (12) month period. Effective July 1, 2022, an FLSA Exempt ASF Member with an appointment of at least nine (9) months in duration may elect to have their salary paid over a twelve (12) month period. In order to make this election, the ASF Member must provide written notice to the university's Human Resources Office at the beginning of the ASF Member's first pay period in the eligible appointment period.~~

After June 30, 2022, FLSA Non-Exempt ASF Members will not be eligible for this payment option.

Section S. Salary Overpayment Offset. When an ASF Member experiences an overpayment of wages, and the individual agrees to a repayment plan with the university, ASF Member may offset all or a portion of the overpayment with accrued but unused compensatory time and/or vacation, and unused Article 18, Section J personal leave days. In the individual repayment plan, the ASF Member will specify the amount of accrued but unused compensatory time or vacation hours that will be deducted from their balance to offset the overpayment. If the ASF Member exhausts their vacation balance, they may then specify a number of unused personal days to be used to offset the overpayment. One hour of vacation is valued at the ASF Member's hourly rate of pay. One personal day is valued at the ASF Member's hourly rate of pay multiplied by eight.

ARTICLE 15 PROFESSIONAL DEVELOPMENT

Section A. Professional Development Funds (PDF).

Subd. 1. For FY ~~2022~~ 2024 and FY ~~2023~~ 2025, the state universities will be allocated Professional Development Funds at the rate of five hundred and seventy thousand dollars (\$570,000) for the System to distribute to the campuses on an FTE basis. Each Campus Association and University shall implement an equitable procedure for distribution of the funds made available under this subdivision. The provisions of the subdivision shall continue until a successor agreement is in effect.

Subd. 3. ~~Beginning July 1, 2023, reimbursement rates for meals, incidentals and lodging under this section shall be determined by the U.S. General Services Administration (GSA) for continental U.S. travel and the U.S. Department of Defense (DoD) for travel outside of the continental U.S., including Alaska and Hawaii.~~

~~Reimbursement rates for meals and incidentals and lodging not covered by professional development funds will be reimbursed as provided in Article 14, Section A. Reimbursement rates for meals, incidentals and lodging under this subdivision and Section B of this Article shall be as provided in Article 14, Section A, except that meal reimbursements that are paid with PDF and/or PIF funds will be reimbursed at 1.25 times the rate provided in the State of Minnesota Managerial Plan.~~

Section B. Professional Improvement Funds (PIF)

Subd. 3. Regarding expense reimbursements that are funded by PIF, see Section B, Subd. 3 of this Article.

Section E. Tuition Waiver.

Subd. 1. ASF Members shall be entitled to enrollment, on a space available basis, in courses at any Minnesota State ~~state~~ university without payment of tuition or fees, except laboratory fees and special course fees. Such enrollment shall not exceed ~~twenty-seven (27)~~ thirty (30) semester credit hours per ~~five~~ year. For purposes of this section, a year begins the first day of fall semester and concludes the day before the beginning of the succeeding fall semester.

Subd. 2. The ASF Member's spouse/domestic partner or dependent children shall be eligible to share this right within the limits established above, with waiver of tuition only. Eligible dependent is defined as a child (biological, adopted, step-child, or legal ward) of up to ~~twenty-five (25)~~ twenty-six (26) years of age.

Subd. 3. Discretionary Use. Beginning July 1, 2024, in the discretion of the President where the ASF Member is employed, the ASF Member, and the ASF Member's spouse/domestic partner or dependent children may be authorized to use the tuition waiver benefit at a Minnesota State college, to the extent the university President determines funds are available for this use. This discretionary benefit is limited to eighteen (18) credits of the credits provided for in Subdivision 1 of this section. The president's exercise of discretion under this paragraph is not subject to the grievance procedure.

ARTICLE 16 SEVERANCE PAY AND HEALTH CARE SAVINGS PLAN

Section B. Computation.

~~Subd. 2. The base for computing severance pay shall not exceed one thousand (1,000) hours, nor shall said base include "lapsed" sick leave hours as provided by this Agreement. However, should the ASF Member have less than one thousand (1,000) hours of regular sick leave accumulated, the difference may be transferred from lapsed sick leave for purposes of calculation of severance pay.~~

Section E. Early Separation Incentive.

Subd. 1. Eligibility. Except as provided in paragraph (c) of this subdivision, any permanent ASF Member who has served at least fifteen (15) years in the Minnesota State Universities and is at least fifty-five (55) years of age but less than sixty five (65) shall be eligible to apply for separation incentive.

- (a) An ASF Member may apply for a separation incentive. The President will determine whether or not a separation incentive is appropriate for that employee's position. This decision is not subject to the grievance process. During FY ~~2022~~ 2024 and FY ~~2023~~ 2025 ASF Members who give notice of retirement shall be informed by the President within twenty (20) days of such notice whether the retiring employee will receive the separation incentive benefit pursuant to this Section. If the President notifies the ASF Member that the individual will not receive the benefit, the ASF Member shall have fifteen (15) days to notify the President that the ASF Member is rescinding the retirement notice.

~~Subd. 2. Payment. An ASF Member qualifying for separation through resignation or early retirement except those qualifying under the provisions of Subd. 1(c) above shall receive payment equal to his/her base salary minus ten (10) percent of his/her base salary for each year beyond age fifty-five (55). The ASF Member shall receive this amount in two equal payments; the first payment will be made at the time of the ASF Member's separation from employment and the~~

~~second payment will be made before the earlier of the following dates: a) 18 months after the date of separation, or b) the end of the fiscal year following the fiscal year in which the separation occurred. However, if the separation payment is less than ten thousand dollars (\$10,000), it will be paid in one lump sum cash payment at the time of separation from employment. No employee shall receive more than one hundred (100) percent of total compensation in a single fiscal year.~~

- a. For separations happening after July 1, 2022, an ASF Member qualifying for separation through resignation or early retirement, except those qualifying under the provisions of Subd. 1(c) above, shall receive payment equal to their base salary minus ten percent (10%) of their base salary for each year beyond age fifty-five (55). The ASF Member shall receive this amount in two (2) equal payments to the ASF Member's Health Care Savings Plan account; the first payment will be made at the time of the ASF Member's separation from employment and the second payment will be made before the earlier of the following dates:
 - 1) eighteen (18) months after the date of separation, or
 - 2) the end of the fiscal year following the fiscal year in which the separation occurred.

ARTICLE 17 HOLIDAYS

Section A. Designated Holidays.

Subd. 1. The following days shall be designated as paid holidays when they occur during an ASF Member's appointment period.

New Year's Day
Martin Luther King Day
Presidents' Day *
Memorial Day
Juneteenth (~~beginning in 2022~~)
Independence Day
Labor Day
Veterans' Day*
Thanksgiving Day
The Friday after Thanksgiving
~~The work day immediately preceding Christmas Day~~
Christmas Day
Floating Holiday

*The President may, after meeting and conferring with the Campus Association, designate alternate days for the observance of these holidays.

Subd. 2. Floating Holiday. As provided in Subd. 1 of this Section, ASF Members shall receive one (1) floating holiday each fiscal year of this Agreement. The ASF Member must request to use the floating holiday at least fourteen (14) calendar days in advance. The supervisor may waive the fourteen (14) calendar day notice if staffing needs permit. The president may limit the number of ASF Members that may be absent on any given day based on the operational needs of the university. Floating holidays are not accumulated or paid off.

**ARTICLE 18
PAID LEAVES OF ABSENCE**

Section B. Vacation Leave.

Sub. 1. Accrual.

(d) Part-time ASF Members. Part-time ASF Members who work less than the normal eighty (80) hours per payroll period shall have their vacation accruals prorated according to the portion of time employed each payroll period in accordance with the proration table listed below.

**HOURS OF VACATION ACCURED DURING EACH
PAY PERIOD BASED ON THE LENGTH OF CONTINUOUS SERVICE**

Hours in Paid Status	0 thru 8 years	9 thru 15 years	16 thru 21 years	21 22 thru 25 years	26 thru 30 years	31 Years and over
0.00 – 9.49	0.00	0.00	0.00	0.00	0.00	0.00
9.50 – 19.49	1.00	1.25	1.50	1.50	1.75	1.75
19.50 – 29.49	1.50	1.75	2.00	2.00	2.25	2.25
29.50 – 39.49	2.50	2.75	3.00	3.00	3.25	3.25
39.50 – 49.49	3.25	3.50	3.75	4.00	4.25	4.50
49.50 – 59.49	4.25	4.50	4.75	5.00	5.25	5.75
59.50 – 69.49	5.00	5.25	5.75	6.00	6.50	6.75
69.50 – 79.49	6.00	6.25	6.75	7.00	7.50	8.00
79.50 +	6.75	7.00	7.50	8.00	8.50	9.00

Subd. 2. Unused Vacation. ASF Members may accumulate unused vacation to any amount provided that once during each fiscal year each ASF Member's accumulation must be reduced to two hundred and seventy-five (275) hours or less, unless the President determines that the ASF Member is unable to utilize vacation leave because of the requirements of the individual's assignment or because of physical incapacity. This reduction must be accomplished on or before last day of the fiscal year. If this reduction is not accomplished on or before the last day of the fiscal year, the ASF Member's accumulation shall automatically be reduced to two hundred and seventy-five (275) hours effective on the last day of the fiscal year, and the amount of accumulation over two hundred and seventy-five (275) hours will transfer to the ASF Member's ~~bank of lapsed~~ sick leave (See Article 18, Section C, Subd.2). Vacation leave accrued during the pay period that includes the last day of a fiscal year, will be credited to each ASF Member's balance after deductions are made for vacation used and/or reduced pursuant this Subdivision.

Subd. 7. Credit for Prior Service. Individuals hired into an ASF position on or after January 1, 2020 may be granted service credit for prior employment held within two (2) years of being hired into the ASF position. The prior employment must be with:

- (a) A public sector employer;
- (b) The United States Armed Forces as a service member; or

- (c) A private sector employer in a position directly related to the ASF Member's current ASF position.

The University may grant service credit in any amount up to the length of time employed by the previous employer(s). If the credit for prior service was approved by the University before the ASF Member's most recent hire date, the effective date for the service credit will be the most recent date of hire. If the credit for prior service was approved by the University after the ASF Member's most recent hire date, the effective date for the service credit will be the beginning of the next payroll period following the University's approval of the adjusted rate and shall not be retroactive. ~~Granting of service credit and the amount is at the University's sole discretion and is not grievable or arbitrable.~~ The University's decision concerning granting credit for prior service shall be grievable but only through Step III of the grievance procedure.

Section C. Sick Leave.

Subd. 1. Accrual.

(c) Externally Funded Appointments. ASF Members appointed to an externally funded appointment as provided in Article 10, Section A, Subd. 2, shall be credited upon initial appointment with one (1) day of sick leave for each month of anticipated service during the first appointment year, and will be credited with four (4) additional hours of sick leave for each succeeding pay period of service. For purposes of this paragraph, "Appointment Year" is defined as the period of employment between July 1 and June 30 annually, inclusive of both dates. For purposes of this paragraph, if an ASF Member is initially hired to work one or more days during a calendar month, then that shall be deemed to be a month of anticipated service. However, if a current ASF Member in a different appointment type is appointed to an externally funded position with no break in service, such ASF Member's current sick leave balance shall be retained and: i) will be credited with four (4) additional hours of sick leave for each succeeding pay period of service and ii) they will not be credited with the sick-leave advance within this paragraph.

Subd. 2. Accrual Limits. Unused sick leave may be accumulated without limit, ~~to a total of one thousand (1,000) hours. Sick leave earned over the maximum will be considered lapsed but shall be recorded to credit. In the event that an ASF Member with an illness exhausts their current accumulated sick leave, and has lapsed sick leave recorded to their credit, additional sick leave shall be granted by the university President upon valid medical documentation, to the extent required by the ASF Member's illness, but not to exceed the total amount of the individual's lapsed sick leave.~~ If an ASF Member has a lapsed sick leave bank on January 1, 2024, the hours of lapsed sick leave will transfer to the individual's sick leave bank.

ARTICLE 20

NOTICE OF VACANCIES AND RIGHT TO RETURN TO THE UNIT

Section E. Search Committees.

Subd. 1. At least one (1) Association representative selected by the Campus Association President shall be included on any search committee established by the Employer for the purpose of making recommendations with regard to the filling of a vacancy within the bargaining unit. The number of ASF Members on the committee will not be exceeded by the membership from any other individual bargaining unit.

**ARTICLE 22
PERSONNEL REDUCTION AND LAYOFF**

Section A. Procedure.

Subd. 1. Meet and Confer. The President/ designee shall meet and confer with the Campus Association in accordance with the provisions of Article 7, Association Rights, Section B, Subd. 2, regarding circumstances which will lead to the personnel reduction or layoff of members of this bargaining unit. In connection with such duty to meet and confer, available information, statistics, or financial data related to any proposed personnel reduction or layoff, including any anticipated reassignment of duties, shall be made available to the Campus Association at least ten (10) duty days prior to the meeting unless the ~~Association~~ Campus Association President agrees otherwise.

Subd. 3. Order of Personnel Reduction and Layoff. ...

(d) If a permanent status ASF Member whose position is being eliminated has thirty-six (36) FTE months in another organizational area at a state university, the individual may choose, at the time the decision is made to eliminate the position, to exercise their right to move to that organizational area in the individual's current institution, and the salary provisions of Article 12, Section G will be applied no sooner than as provided in Article 10, Section D. Notice within that organizational area will be given consistent with (b) and (c) above.

Subd. 7. Alternative Rights for Personnel Reduction or Layoff. To be eligible for this provision, the ASF Member must be in one of the following appointment types as provided in Article 10, Section A: externally funded, probationary, or permanent appointment.

- (a) An eligible ASF Member who receives a notice of Personnel Reduction or Layoff may choose to receive a lump sum payment of twenty thousand dollars (\$20,000) less normal withholdings and deductions if they agree to separate on a mutually agreeable date that is no later than 45 days after the date of notice. The agreement on the date must be documented in writing.
- (b) An ASF Member who chooses the alternative rights under this provision is not eligible for the Article 12 § O Early Notice Incentive, the Article 13, Section C 3.a Employer contribution toward insurance, and the Article 16 § E Early Separation Incentive, and the Article 22, Section B. Recall provisions of this Article.
- (c) For an ASF Member who chooses the alternative rights under this provision, the University will deposit in the ASF Member's Health Care Savings Plan account (as provided in Article 16, Section C) upon separation an amount equivalent to the Employer's expense of the ASF Member's elected health insurance benefits for one (1) year at the premium rate in effect at the time of separation.

**ARTICLE 23
DISCHARGE, SUSPENSION, AND DISCIPLINARY DEMOTION**

Section B. Procedures.

Subd. 1. In the event the President/designee, believes just cause exists for an action as defined in Section A. hereof, the President/designee shall give written notice (except in the case of an oral reprimand) of the action specifying all the reasons to the affected ASF Member. Any ASF Member who is given notice of suspension without pay, required use of vacation, reduction in salary, demotion, or discharge by the President/designee shall be granted, upon request, an opportunity to hear an explanation of the evidence against the individual, and to present their side

of the story to the President/designee. The ASF Member may, at the individual's own request, have an Association Representative present at such meeting.

ARTICLE 28 DURATION

Section A. Effective Dates. Except as otherwise provided herein, this Agreement shall become effective upon approval of the Legislature as specified in Minn. Stat. 3.855, and shall remain in full force and effect through the 30th day of June ~~2023~~ 2025.