

THE REGENTS OF THE UNIVERSITY OF MINNESOTA
and the
THE UNIVERSITY EDUCATION ASSOCIATION

IMPLEMENTED AMENDMENTS
Effective July 1, 2020 through June 30, 2021

Except for the specific implemented amendments below, all other provisions in the parties' July 1, 2017 through June 30, 2020 collective bargaining agreement remain active and effective through the June 30, 2021 expiration date of this Implemented Amendment document.

The University will post this IMPLEMENTED AMENDMENTS document on the Office of Human Resources website page alongside the parties' current collective bargaining agreement. The two (2) documents, paired and read together, comprise the parties' complete contract effective through June 30, 2021.

The Duluth-only Section begins on page five (5) and the Crookston-only Section begins on page eight (8).

BOTH DULUTH SECTION AND CROOKSTON SECTION

A. Duration. The contract is effective from July 1, 2020 through June 30, 2021. Sections 995.100 and 995.200 of the Duluth Section and the Crookston Section are revised as follows.

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~~ upon implementation and shall continue in full force and effect until June 30, ~~2020-2021~~.

995.200 Continuing Effect. This Agreement shall be automatically renewed from year to year after June 30, ~~2020-2021~~ unless either the Employer or the Association shall notify the other in writing no later than March 1, ~~2020-2021~~, 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.

B. Pay Reduction. The following provision is added to both the Duluth and Crookston Sections.

530.000 PAY REDUCTION (*NEW PROVISION*)

530.100 Definitions.

530.101 For the purposes of Section 530.000, the term "*Institutional Base Salary*" shall mean, with respect to a Member of the Certified Unit, the Member's annual base salary combined with the Member's academic administrative augmentation, faculty administrative augmentation, increments, and regents' professorship pay. The amount of pay reduction assigned to a Member is based on the Member's *Institutional Base Salary* as of June 7, 2020.

- 530.102 For the purposes of Section 530.000, the “*Salary Grid*” is set forth in Section 530.900.
- 530.103 For the purposes of Section 530.000, “*Period 1*” shall mean June 22, 2020 through December 20, 2020; “*Period 2*” shall mean December 21, 2020 through June 20, 2021.
- 530.200 Effective June 22, 2020, each Member will experience or incur a reduction in their base salary and the other components comprising the Member’s *Institutional Base Salary*. The reduction shall be calculated or applied on a percentage basis, and this percentage reduction is to be applied across the entirety of *Period 1* or *Period 2*, as the case may be. The *Salary Grid* set forth in Section 530.900 identifies the percentage reduction for the Member for the entirety of *Period 1* or *Period 2* based upon the Member’s *Institutional Base Salary*. The applicable percentage reduction shall be applied to the Member’s base salary and the other components comprising the Member’s *Institutional Base Salary* as defined above.
- 530.201 As stated in Section 530.200, the percentage reduction is to be applied across the entirety of *Period 1* or *Period 2*, as the case may be. However, with regard to *Period 1*, Members will not experience the actual pay reduction out of their paychecks corresponding to *Period 1* until the start of *Period 2*. Because the pay reduction was not applied to the Members’ paychecks starting with the pay period commencing on June 22, 2020, and is still not being applied to the Members’ paychecks as of the date of the parties’ contract settlement, it is agreed that the pay reduction for *Period 1* will be spread across all pay periods in *Period 2* (December 21, 2020 through June 20, 2021).
- It is understood that, if the pay reduction is discontinued at the end of *Period 1* (see Section 530.300), the pay reduction corresponding to *Period 1* shall still be applied to the Members’ paychecks during *Period 2*. It is further understood that, if the pay reduction remains in effect for *Period 2* (see Section 530.300), the pay reduction corresponding to *Period 1* shall be applied to the Member’s paychecks during *Period 2* in addition to the pay reduction in effect for *Period 2*.
- 530.204 A Member who experiences a decrease in their *Institutional Base Salary* that moves their salary into a lower Earnings Tier will have their pay reduction reduced accordingly. Adjustments will not be made for employees who see an increase in their *Institutional Base Salary* during *Period 1* or *Period 2*.
- 530.205 Notwithstanding any language in Section 530.000 or in any other section or provision of the Agreement that might be interpreted otherwise, it is agreed and understood that Members shall be subject to the pay reduction even if they were on a short break, or in a gap between appointments, on June 7, 2020.
- 530.210 As set forth in Section 530.900, a Member whose *Institutional Base Salary* is below \$60,000 will not experience or incur a pay reduction by virtue of the terms of Section 530.000.
- 530.220 Notwithstanding the language set forth in Section 530.200, a Member who holds an H-1B visa or E-3 visa will not experience or incur a reduction in their pay by virtue of the terms of Section 530.000.
- 530.230 Notwithstanding the language set forth in Section 530.200, a Member who is on phased retirement will not experience or incur a reduction in their pay by virtue of the terms of Section 530.000.
- 530.240 Notwithstanding the language set forth in Section 530.200, a Member who is on military

leave while on active duty will not experience or incur a reduction in their pay by virtue of the terms of Section 530.000.

530.250 Notwithstanding the language set forth in Section 530.200, a Member who is on academic disability leave as of June 21, 2020 is excluded from the pay reduction but only for the duration of their disability leave.

530.260 Notwithstanding the language set forth in Section 530.200, new Members with a hire date of June 8, 2020, to December 20, 2020 are excluded from the pay reduction for *Period 1*. New Members with a hire date of December 21, 2020, or later are excluded from the pay reduction for *Period 1* and *Period 2*.

530.270 In the event that the Board of Regents determines to add another category of excluded employees, such exclusion will apply on the same basis to UEA-represented Members as to other employees.

530.300 The pay reduction that is being implemented by virtue of Section 530.000 shall be effective through June 20, 2021 (*i.e.*, for *Period 1* and *Period 2*). Notwithstanding the previous sentence, in the event that the University of Minnesota discontinues the pay reduction applicable to the University of Minnesota Twin Cities faculty at the end of *Period 1* (*i.e.*, the end of the day on 12/20/2020), the Employer shall also discontinue the pay reduction for the UEA-represented Members at the end of *Period 1*. If, under this section, the pay reduction will be discontinued at the end of *Period 1*, the Employer shall provide notice to UEA.

530.400 Nothing in Section 530.000 shall be interpreted to modify the rights or obligations of the parties as set forth in this Agreement as to a pay reduction in some other fiscal year(s).

530.900 Salary Grid.

Earnings Tier (Based on Institutional Base Salary)	Percentage of Pay Reduction
\$0 - \$39,999.99	0.000%
\$40,000 - \$44,999.99	0.000%
\$45,000 - \$49,999.99	0.000%
\$50,000 - \$54,999.99	0.000%
\$55,000 - \$59,999.99	0.000%
\$60,000 - \$64,999.99	0.750%
\$65,000 - \$69,999.99	1.500%
\$70,000 - \$74,999.99	1.685%
\$75,000 - \$79,999.99	1.870%
\$80,000 - \$84,999.99	2.055%
\$85,000 - \$89,999.99	2.240%
\$90,000 - \$94,999.99	2.425%
\$95,000 - \$99,999.99	2.610%
\$100,000 - \$104,999.99	2.795%
\$105,000 - \$109,999.99	2.980%

\$110,000 - \$114,999.99	3.165%
\$115,000 - \$119,999.99	3.350%
\$120,000 - \$124,999.99	3.535%
\$125,000 - \$129,999.99	3.720%
\$130,000 - \$134,999.99	3.905%
\$135,000 - \$139,999.99	4.090%
\$140,000 - \$144,999.99	4.275%
\$145,000 - \$149,999.99	4.460%
\$150,000 - \$154,999.99	4.645%
\$155,000 - \$159,999.99	4.830%
\$160,000 - \$164,999.99	5.015%
\$165,000 - \$169,999.99	5.200%
\$170,000 - \$174,999.99	5.385%
\$175,000 - \$179,999.99	5.570%
\$180,000 - \$184,999.99	5.755%
\$185,000 - \$189,999.99	5.940%
\$190,000 - \$194,999.99	6.125%
\$195,000 - \$199,999.99	6.310%
\$200,000 - \$204,999.99	6.495%
\$205,000 - \$209,999.99	6.680%
\$210,000 - \$214,999.99	6.865%
\$215,000 - \$219,999.99	7.050%
\$220,000 - \$224,999.99	7.235%
\$225,000 - \$229,999.99	7.420%
\$230,000 - \$234,999.99	7.605%
\$235,000 - \$239,999.99	7.790%
\$240,000 - \$244,999.99	7.975%
\$245,000 - \$249,999.99	8.160%
\$250,000 - \$254,999.99	8.345%
\$255,000 - \$259,999.99	8.530%
\$260,000 - \$264,999.99	8.715%
\$265,000 - \$269,999.99	8.900%
\$270,000 - \$274,999.99	9.085%
\$275,000 - \$279,999.99	9.270%
\$280,000 - \$284,999.99	9.455%
\$285,000 - \$289,999.99	NA
\$290,000 - \$294,999.99	9.825%

\$295,000 - \$299,999.99	10.000%
\$300000 - \$-	10.000%

DULUTH SECTION ONLY

A. **Gender pronouns.** Gender pronouns (he/him/his, she/her/hers) are replaced with the non-binary pronouns they/them/theirs in all sections of the contract.

B. **Teaching evaluation.** Modify Section 202 as follows.

202.000 TEACHING EVALUATION (UMD)

~~202.100 Member's Evaluations. In each academic year, a Member shall evaluate each course they teach using the tools in 202.320. The Member may exclude independent study, internship, individualized instruction, and similar courses (e.g. private music lessons, etc.).~~

~~202.150 Evaluations for Personnel Actions. Each Member shall submit the results of at least 50% of their teaching evaluations per academic year for the purpose of personnel decisions; e.g. merit salary increases, tenure, promotion. No Member shall be required to submit results of more than 50% of their evaluations for the purposes of this Section 202.000.~~

~~— No more than one (1) of the required teaching evaluations placed in the Academic Record File each year may result from peer review.~~

~~202.160 Selection of Courses. The courses for which evaluations are to be completed for personnel decisions each academic year shall be mutually agreed upon by the Member and their Department Head no later than September 15. If the Member is a Department Head, the courses shall be mutually agreed upon by the Member and their Principal Administrator. Over an appropriate number of years, course evaluations from all courses taught by a Member shall be placed in the Member's Academic Record File.~~

~~202.170 Percentage Calculations. Any fractions resulting from the calculation of the 50% referred to in Section 202.150 shall be rounded up to the nearest whole number, e.g. Member teaching 5 courses — 50% equals 2.5 courses, submit 3.0 course evaluations for personnel decisions.~~

~~202.200~~ 100 Personnel Files. Tabulated survey results and peer reviews 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. Members may include an analysis/interpretation of their course evaluations with their annual faculty information reports.

~~202.320~~ 200 Selection of Tools. From the approved instruments and protocols each Department shall select a set of evaluation tools and protocols it considers appropriate for its members. Each Member shall choose the specific tools or protocols to be used in their course evaluations from the set approved by their Department. These tools might include peer observations, self-reflection, student objective (quantitative) evaluations, student subjective (open-ended) evaluations, mid semester student feedback, student work, and teaching portfolio. Each Member shall choose the specific tools or protocols to be used to evaluate their teaching from the set approved by their Department. A Member that has chosen to use student objective (quantitative) evaluations and/or student subjective (open-ended) evaluations to evaluate their teaching shall submit the results of at least 50% of their teaching evaluations per each academic year for which the Member has chosen to use these tools. No Member shall be required to submit results of more than 50% of their evaluations for the purposes of this Section 202.000.

202.260 Selection of Courses. For those Members that have chosen to use student objective (quantitative) evaluations and/or student subjective (open-ended) evaluations to evaluate their teaching, the courses for which evaluations are to be completed for personnel decisions each academic year shall be mutually agreed upon by the Member and their Department Head no later than September 15. If the Member is a Department Head, the courses shall be mutually agreed upon by the Member and their Principal Administrator. Members that have chosen to use student objective (quantitative) evaluations and/or student subjective (open-ended) evaluations to evaluate their teaching over four or more years shall place evaluations from all courses taught by a Member in the Member's Academic Record File.

202.270 Percentage Calculations. Any fractions resulting from the calculation of the 50% referred to in Section 202.260 shall be rounded up to the nearest whole number, e.g. Member teaching 5 courses -- 50% equals 2.5 courses, submit 3.0 course evaluations for personnel decisions.

202.400-300 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.

C. Summer session. Modify the following two sections as follows.

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 ~~according~~ subject to the provisions of Section 508.100.

508.100 Summer Session. The Employer shall pay a Member who holds an appointment which is other than full time for twelve months at a rate of 4% of their previous Academic Year's B-base salary per credit assigned during any part of the Summer Session, through a maximum of 8 credits assigned to the same Member in the same Summer Session. Any credits beyond 8 assigned to the same Member in the same Summer Session shall be compensated at the overload rate of 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.

D. Summer session. Modify Section 508.104 as follows.

508.104 Adjustment of Salary Maximum. ~~For Summer Session 2018, the maximum salary shall be \$3300 per credit, including overloads. For Summer Session 2019 the maximum salary shall be \$3350 per credit, including overloads.~~ For Summer Session ~~2020~~ 2021 the maximum salary shall be \$3400 per credit, including overloads.

E. Sabbatical leaves & single-semester leaves. Modify Sections 601.100 and 602.100 as follows.

601.100 Eligibility. After a Member ~~on a regular appointment~~ has completed six or more years ~~or a Member on a term appointment has completed ten or more years~~ of employment with the Employer pursuant to either a nine-month or a twelve-month, full-time, ~~regular~~ appointment or after they has completed six years of such employment following their most recent sabbatical

leave, they shall be eligible for a sabbatical leave.

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

- (a) They holds 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 academic years at the time they proposes to take the single semester leave;
- (b) They holds 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 academic years at the time they proposes to take the single-semester leave; or
- (c) They holds 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 proposes to take the single-semester leave, or
- (d) They holds a full-time term appointment and they shall have been appointed for no less than ~~seven~~ three academic years at the time they proposes 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.

F. Grievance procedure. Revise Section 801.170 as follows.

801.170 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.

G. Discipline – investigatory procedure. Revise Section 1000.50 as follows.

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 by registered or certified mail to the last known residence address of the Member concerned and also by campus mail to the Member's campus address, if any. The written notice must be postmarked at least seven calendar days before the date on which the meeting is scheduled to be held. A copy of the notice shall be sent to the Association Grievance Officer.~~ 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.

- (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 feels are relevant to the charges and resulting investigation. The written response must be postmarked or e-mailed within ten 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.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) between the University of Minnesota (Employer) and the University Education Association (UEA) applies only to University of Minnesota Duluth (UMD) faculty.

The parties understand and appreciate that it is desirable for Members on Term Appointments at UMD to know as early as reasonably possible whether and what they will be teaching in the Fall 2021 semester.

1. Members on Term Appointments with seven (7) or more continuous and consecutive years of service as of December 31, 2020.

UMD will conduct a preliminary assessment in January, 2021, regarding these members and if the Employer has determined by January 31, 2021, that it will not have an appointment for the Member for the Fall 2021 semester, the Employer will notify the Member of this fact by February 15, 2021.

2. Members on Term Appointments with fifteen (15) or more continuous and consecutive years of service as of December 31, 2020

- This provision applies only to members who did not receive a letter by February 15, 2021, notifying them that the Employer will not have an appointment for them for the Fall 2021 semester.
- The Employer will, by April 15, 2021, send the Member either (a) an appointment letter for the Fall 2021 semester, or (b) notification that the Employer is not able to offer them an appointment for the Fall 2021 semester as of that time.
- It is understood that for the Members who receive the notification by April 15, 2021, that the Employer is not able to offer them an appointment at that time, the Employer may nevertheless be able to, subsequent to April 15, 2021, go back and offer them an appointment for the Fall 2021 semester.

Nothing in this MOU precludes the offering of term faculty multi-year contracts.

This MOU will expire on June 30, 2021.

CROOKSTON SECTION ONLY

H. Gender pronouns. Replace gender pronouns (he/him/his she/her/hers) with the non-binary pronouns they/them/theirs in all sections of the contract.

I. Term faculty teaching load. Revise Section 251.300 as follows.

251.300 Instructional Workload for Term Appointments. ~~The normal Credit/Contact 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 the normal individual Contact Hour Limit specified for nine or twelve-month, regular appointees in this Section. 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 27.0 credit hours per academic year.~~

J. Salary language. Revise Section 521.110 as follows.

521.110 ~~FY2018, FY 2019, FY2020~~ FY 2021 Effective the first pay period of FY2018, the Employer shall increase the aggregate salary base for eligible Members by no less than 2% and distribute the increase as detailed in 521.115 plus the amount equal to the total costs of promotional adjustments under 521.400.

~~Effective the first pay period of FY2019, the Employer shall increase the aggregate salary base for eligible Members by no less than the percentage in the spring 2018 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.~~

~~All faculty who were members as of July 1, 2018 will receive a \$300 lump sum payment.~~

Effective the first pay period of Fiscal Year ~~2020-2021~~ the Employer shall increase the aggregate salary base for eligible Members by no less than the percentage in the spring ~~2019-2020~~ 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.

K. Overload pay & summer session. Revise Sections 521.300 and 521.350 as follows.

521.300 ~~Overload Pay. FY 2018 the compensation for on campus overload pay shall be a minimum of \$1,450 per credit. FY2019 the compensation for overload pay for all courses shall be a minimum of \$1,450 per credit. FY 2020-FY 2021~~ the compensation for overload pay for all courses shall be a minimum of \$1,550 per credit.

521.350 ~~Summer Session. Summer 2018 \$1,650 per credit for the first six (6) credits and a minimum of \$1,450 per credit for credits beyond six (6) credits. Summer 2019 \$1,650 per credit for the first six (6) credits and a minimum of \$1,450 per credit for credits beyond six (6) credits. Summer 2020-~~ Summer 2021 \$1,750 per credit for the first six (6) credits and a minimum of \$1,550 per credit for credits beyond six (6) credits.

L. Grievance procedure. Revise Section 811.70 as follows.

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.

M. Discipline – Investigatory procedure. Revise Crookston Section 1010.50 as follows.

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). ~~The Member and the Association shall be given a written notice of the incident(s) giving rise to an investigation along with a time and date for the meeting.~~ 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). ~~The investigatory meeting shall be held as soon as possible after receipt of the notice.~~ 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 feels are relevant to the claims and resulting investigation. The written response must be postmarked or e-mailed within ten calendar days of the meeting.