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1
2 **Credential Field.** Credential field shall mean the Assigned Field or Licensed Area for which the
3 faculty member was hired. The granting of which indicates that the faculty member meets the
4 minimum qualifications required by the Board of Trustees Policy.

5
6 **Customized Training.** “Customized Training” is defined as: all non-credit instruction with an
7 occupational/professional focus offered to the general public, or all credit and/or non-credit
8 instruction offered via contract to a specific customer.

9
10 **Customized Training Faculty.** “Customized Training Faculty” are those faculty who deliver
11 instruction as defined in Customized Training above for no more than 925 hours in a fiscal year.
12 Customized Training Faculty do not accrue seniority and are not probationary.

13
14 **Days.** “Days” means calendar days excluding Saturday, Sunday, and legal holidays as defined
15 by Minnesota Statutes.

16
17 **Dependent.** “Dependent” shall mean spouse, unmarried eligible children, and unmarried
18 eligible grandchildren as defined in Article 19, Section 2, Subd. 3 of this Contract.

19
20 **Domestic Partner.** Domestic partner shall mean domestic partner as defined by the Department
21 of Employee Relations for the purposes of insurance coverage and other benefits. Wherever the
22 word “spouse” appears in this Contract, such provisions shall also be applicable to a faculty
23 member’s domestic partner.

24
25 **Duty Day.** “Duty Day” shall mean a day included in the college calendar, or individual faculty
26 member’s assignment, on which a faculty member engages in duties as assigned by the
27 Administration.

28
29 **Elapsed Time.** Elapsed time shall be defined as the time period between the start of the faculty
30 member’s first assignment and the end of the faculty member’s last assignment on any day.

31
32 **Employee(s), Faculty, and Faculty Member.** “Employee” or “Faculty Member” shall mean a
33 member of the appropriate unit as described in this Contract. “Employees” or “Faculty” shall
34 mean all members of the appropriate unit as described in this Contract.

35
36 **Employer.** “Employer” shall mean the Minnesota State Colleges and Universities
37 (MnSCU) Board of Trustees or its designees.

38
39 **Grievance.** A grievance is defined as a written dispute or disagreement raised by a faculty
40 member, an MSCF Chapter, or the state MSCF involving the Employer’s interpretation or
41 application of the provisions of this Contract. An informal complaint is not a grievance.

42
43 **Grievance Form.** Grievances as defined above shall be processed on a uniform grievance form
44 provided by MSCF or the Employer.

45
46 **Grievant.** “Grievant” shall be any faculty member, or a group of faculty members within the
47 MSCF bargaining unit who file a grievance.

1 **Immediate Family.** The “immediate family” shall mean: spouse, parents, parents of spouse,
2 guardian, children, grandchildren, brothers, sisters, grandparents or wards of the faculty member
3 or of the faculty member’s spouse.
4

5 **Meet and Confer.** “Meet and Confer” shall mean the exchange of views and concerns between
6 MnSCU and the state MSCF, or the College President and the MSCF Chapter leadership
7 according to the applicable provisions of P.E.L.R.A.
8

9 **Meet and Negotiate.** “Meet and negotiate” means the performance of the mutual obligations of
10 public employers and the exclusive representatives of public employees to meet at reasonable
11 times, including where possible meeting in advance of the budget making process, with the good
12 faith intent of entering into a Contract on terms and conditions of employment. This obligation
13 does not compel either party to agree to a proposal or to make a concession.
14

15 **MnSCU Board of Trustees.** “MnSCU Board of Trustees”, “Board of Trustees”, or “Board”
16 shall mean the Board of Trustees for the Minnesota State Colleges and Universities.
17

18 **MSCF.** “MSCF” (Minnesota State College Faculty) shall mean the exclusive representative of
19 all faculty who are included in the bargaining unit.
20

21 **MSCF Chapter.** “MSCF Chapter” shall mean the chapter at one or more technical, community,
22 or consolidated college(s) of the Minnesota State Colleges and Universities. As used in this
23 Contract, “MSCF Chapter” shall mean the MSCF Chapter President or designee.
24

25 **P.E.L.R.A.** “P.E.L.R.A.” shall mean the Minnesota Public Employment Labor Relations Act of
26 1971, as amended.
27

28 **Permanent Work Location.** A faculty member’s “permanent work location” is the campus/site
29 at which the majority of the faculty members work assignment exists. If the work assignment is
30 split equally, the employee shall designate his/her permanent work location.
31

32 **President.** “President” shall refer to the presidents of each Technical, Community or
33 Consolidated College of the Minnesota State Colleges and Universities.
34

35 **Presidential Designee.** Whenever allowed by this Contract, the use of a designee by the
36 President shall in no way abrogate the responsibility and accountability of the President for the
37 decisions made by the designee
38

39 **Probationary Faculty Member.** A “probationary faculty member” is an unlimited full-time or
40 unlimited part-time faculty member who has not completed the required probationary period in
41 accordance with Article 20, Sections 2 and 3.
42

43 **Program.** “Program” shall mean a grouping of courses for which a degree, diploma, or
44 certificate is awarded.
45

46 **Qualified.** “Qualified” refers to members of the MSCF bargaining unit who meet the prescribed
47 minimum qualifications and are either licensed by MnSCU or who hold an Assigned Field.
48

49 **Replacement Representative.** The state MSCF may designate an additional representative or a
50 replacement representative at any point in the grievance process. Whenever possible, MSCF will

1 notify the affected campus administrators and Chancellor or designee of the additional or
2 replacement representative in a timely manner that will not interrupt processing of the grievance.

3
4 **Representation** A faculty member or group of faculty members will be represented by MSCF
5 in the grievance procedure including arbitration.

6
7 **Sabbatical Tie Breaker**. For breaking a tie “greatest system-wide seniority” shall mean the date
8 of unlimited status plus all temporary service on an FTE basis and minus unpaid leave of absence
9 on an FTE basis.

10
11 **Site**. A “site” is defined as an off campus location such as a Native American reservation, a
12 correctional facility, or a location mutually agreed upon for community-based programs such as
13 Farm Business Management and Small Business Management.

14
15 **Student Credits**. Student credits are defined as the number credits for which students are
16 enrolled.

17
18 **Temporary Full-Time Faculty Member**. A temporary full-time faculty member is defined as a
19 faculty member who has been hired for a full-time assignment for an academic year.

20
21 **Temporary Part-Time Faculty Member**. A temporary part-time faculty member is defined as
22 a faculty member with a part-time assignment of five (5) or more credits in a semester or a
23 summer session.

24
25 **Unlimited Full-Time Faculty Member**. An unlimited full-time faculty member is defined as a
26 faculty member with a full-time assignment for an academic year that carries the assumption that
27 such employment will continue on a full-time basis in subsequent years.

28
29 **Unlimited Part-Time Faculty**. An unlimited part-time faculty member is defined as a faculty
30 member with a part-time assignment between forty per cent (40%) and eighty per cent (80%) for
31 an academic year that carries the assumption that such employment will continue on a part-time
32 basis in subsequent years.

33
34 **Written Notice, Response, Personal Service**. When a written notice or a written response is
35 required to be given under the terms of this Contract, such notice or response shall be made by
36 personal service or service by certified mail. Personal service shall be deemed complete when
37 the notice or response is handed to or received by the party to whom directed. Service by
38 certified mail shall be deemed complete upon mailing.

39
40
41 **ARTICLE 3**
42 **NO STRIKE OR LOCKOUT**

43
44 **Section 1. Lock-Outs**. No lockout of faculty members shall be instituted by the Employer
45 during the term of this Contract.

46
47 **Section 2. No Strikes**. The MSCF agrees that it will not promote or support any strike as
48 defined in Minnesota Statutes 179A.03, Subd. 16, except as provided in Minnesota Statutes
49 179A.18, Subd. 1. Any faculty member who knowingly violates the provisions of this section
50 may be discharged or otherwise disciplined.

1
2
3 **ARTICLE 4**
4 **MSCF PAYROLL AND DEDUCTIONS**
5

6 **Section 1. Payroll Changes.** If changes occur to the State of Minnesota payroll system that
7 place one or more of the provisions below outside of its operational ability, the parties will meet
8 and negotiate on any changes necessary to bring this article within the operational ability of the
9 State of Minnesota payroll system and to meet the information needs of MSCF.

10
11 **Section 2. Pay Period.** Faculty members will be paid the total amount due in biweekly
12 installments according to the pay option described in subdivision 1, subdivision 2, or subdivision
13 3 of this section, as selected by the faculty member. Pay dates occur every other week and are
14 ten (10) days after the end of the pay period in which the work was completed. Upon request, a
15 faculty member shall be provided a summary that defines the specific item for which a salary
16 payment was issued.

17
18 **Subd. 1. Additional Assignments.** Additional assignments, i.e. overload, extended contract,
19 weekend workshop, will be paid according to one of the payment methods in this
20 subdivision, when the start and end dates of the assignment are known. The employee may
21 select either a lump sum payment payable upon completion of the work or installments that
22 span the length of the work performed.

23
24 **Subd. 2. Temporary Faculty Members.** Temporary faculty members with a minimum of a
25 one-semester appointment will be paid in biweekly installments. Paychecks will begin the
26 payday following the pay period in which the first day of work occurred. The final paycheck
27 will be received on the payday immediately following the pay period in which the final day
28 of work occurs.

29
30 **Subd. 3. Contracted Faculty Members.** Full time and part time annual contract faculty
31 members as defined in this Contract will be paid the total amount due in biweekly
32 installments. Paychecks will begin the payday following the pay period in which the first
33 day of work occurred. Paychecks will be in installments according to one of the following:
34

35 A. A nine (9) or ten (10) month paycheck option in which the final paycheck will be
36 received on the payday immediately following the pay period in which the final day of
37 work occurs.

38
39 B. A twelve (12) month paycheck option in which the final paycheck will be received in the
40 payroll period of a biweekly sequence beginning with the first day of work and ending
41 with the last day immediately prior to the succeeding pay year.

42
43 **Subd. 4. Check Distribution.** Faculty members may elect to have their paycheck
44 electronically deposited to their banking institution or shall have their paychecks directly
45 mailed to their home address.

46
47 Each faculty member who declines to elect direct electronic deposit must complete a waiver
48 form provided by the Employer.
49

1 **Section 3. Dues Check-Off.** The Employer agrees to cooperate with the Department of Finance
2 and the MSCF in facilitating the deduction of membership dues established by the MSCF from
3 the salary of each faculty member who has authorized such deduction in writing.
4

5 **Subd. 1.** The Employer will deduct dues from each paycheck in installments for a duration
6 and in an amount determined by MSCF.
7

8 **Subd. 2.** The aggregate deductions of all faculty members shall be remitted together with
9 an itemized statement to the MSCF office no later than fifteen (15) days following the end of
10 each payroll period.
11

12 **Section 4. Fair-share Check-Off.** In accordance with Minnesota Statute 179A.06, Subd. 3, the
13 MSCF may request the Employer to check-off a fair-share fee for each member of the unit who
14 is not a member of the MSCF.
15

16 **Section 5. Indemnity.** The MSCF agrees to indemnify and hold the Employer harmless against
17 any and all claims, suits, orders or judgments brought or issued against the Employer by a faculty
18 member as a result of any action taken or not taken in accordance with the provisions of Sections
19 3, 4, and 6 of this article.
20

21 **Section 6. Faculty Member Lists.** The Office of the Chancellor shall notify the MSCF
22 president or designee of all faculty members added to or removed from the bi-weekly payroll.
23 The bi-weekly personnel status report shall be transmitted to the MSCF president or designee no
24 later than one (1) week following the end of the payroll period. When no such personnel
25 transactions have taken place, the report shall so state.
26

27 A copy of each college's personnel directory shall be furnished to the MSCF upon request.
28
29

30 **ARTICLE 5**

31 **NON-DISCRIMINATION**

32

33 **Section 1. Equal Application.** The provisions of this Contract shall be applied equally to all
34 faculty members in the bargaining unit without discrimination as to race, creed, religion, color,
35 national origin, age, physical disability, reliance on public assistance, sex, marital status, political
36 affiliation, sexual orientation or any other class or group distinction, as provided by state or
37 federal anti-discrimination laws. The parties are committed to ensuring an educational and
38 employment environment free of harassment and violence of any kind.
39

40 **Section 2. Employer Responsibility.** The Employer accepts its responsibility to ensure equal
41 opportunity in all aspects of employment for all qualified persons regardless of race, creed,
42 religion, color, national origin, age, physical disability, reliance on public assistance, sex, unless
43 sex is a bona fide occupational qualification, marital status, political affiliation, sexual preference
44 or any other class or group distinction. The Employer will not interfere with the rights of faculty
45 members to become or not to become members of the MSCF, and there shall be no
46 discrimination or interference, restraint or coercion by the Employer, or any employer
47 representative, against any faculty member because of MSCF membership, non-membership or
48 any faculty member acting in an official capacity on behalf of the MSCF which is in accordance
49 with the provisions of this contract.
50

1 **Section 3. Jurisdiction.** The parties recognize that jurisdiction for the enforcement of the
2 provisions of Section 1 above is vested solely in various state and federal agencies and the
3 courts, and therefore, complaints regarding such matters shall not be subject to the grievance
4 procedure in this Contract.
5
6

7
8 **ARTICLE 6**
9 **MANAGEMENT RIGHTS**

10 **Section 1. Inherent Managerial Rights.** MSCF recognizes that the Employer is not required to
11 meet and negotiate on matters of inherent managerial policy, which include, but are not limited
12 to, such areas of discretion or policies as the functions and programs of the Employer; its overall
13 budget; utilization of technology; the organizational structure; and selection, direction and
14 number of personnel.
15

16 **Section 2. Management Responsibilities.** MSCF recognizes the right of the Employer to
17 manage and conduct the operation of the state colleges within its legal limitations and with its
18 primary obligation to provide educational opportunity at the colleges.
19

20 **Section 3. Reservation of Management Rights.** The foregoing enumeration of inherent
21 management rights and duties shall not be deemed to exclude other inherent management rights
22 and management functions not expressly reserved herein, and all management rights and
23 management functions not expressly delegated in this agreement are reserved to the Employer.
24

25
26 **ARTICLE 7**
27 **MSCF RIGHTS**

28 **Section 1. Communications.** Copies of all communications distributed generally to faculty
29 members by the Office of the Chancellor or a college shall be supplied to the MSCF at the same
30 time. The MSCF shall designate its address for this purpose.
31

32 **Section 2. Use of Facilities.** The MSCF and its representatives shall have the right to use the
33 college facilities for purposes of holding meetings and for carrying out MSCF business.
34 Facilities, for purposes of this section, shall mean meeting space and equipment normally used
35 by the faculty. If consumable supplies or classified or student help of the college are used by the
36 MSCF, such use requires prior approval and reimbursement to the college for costs involved
37 with such use. Utilization of space by the MSCF requires advance request, and utilization of
38 facilities in general is dependent upon the availability for such use.
39

40 **Section 3. Transaction of Business.** Duly authorized representatives of the MSCF shall be
41 permitted to transact official MSCF business on college premises at reasonable times, provided
42 that this shall not unduly interfere with nor interrupt the operations of the college. The MSCF
43 may use the college distribution service and faculty member mailboxes for communications to
44 faculty members.
45

46 **Section 4. Bulletin Boards.** The MSCF shall have the right to post announcements and notices
47 of its activities and concerns on faculty member bulletin boards. One (1) MSCF only bulletin
48 board on each campus will be at a location mutually agreeable to the MSCF chapter and the
49 college president or designee.

1
2 **Section 5. Access to Information.** Upon request, the Employer or the Employer's designee
3 agrees to provide the MSCF at state and local levels information available to them concerning
4 the professional staffing and financial resources of the Minnesota State Colleges and
5 Universities, including routine reports, registry of professional personnel, tentative budgetary
6 requirements and allocations, agendas and minutes of board meetings, names and addresses and
7 position on the salary schedule of all faculty members in the bargaining unit and such other
8 information requested by the MSCF in contract matters or in the processing of a grievance.
9

10 **Section 6. MSCF State Meet and Confer Committee.** The MSCF shall establish a committee
11 of no more than eight (8) members to meet and confer with the Chancellor and if requested, the
12 Chair of the Minnesota State Colleges and Universities Board of Trustees. This meet and confer
13 shall be for the purposes of discussion and the mutual exchange of ideas regarding statewide
14 matters which are considered significant by the MSCF or the Employer. The Employer shall
15 provide the facilities and set the time for such conferences to take place, and such conferences
16 shall be held at least three (3) times a year. The agenda will be prepared and distributed one (1)
17 week in advance by the board chair or designee, and will include all items submitted by the
18 MSCF. The agenda shall also include all items submitted by the board chair.
19
20

21 **ARTICLE 8**

22 **SHARED GOVERNANCE and ACADEMIC AFFAIRS**

23 **Section 1. Faculty Shared Governance Council.**

24
25
26 **Subd. 1. Purpose of the Council.** The Employer and the MSCF recognize that the faculty
27 has a direct interest in College issues including, but not limited to, long and short range
28 planning, priorities in the deployment of financial resources, acquisition and use of existing
29 physical and human resources, institutional self-study, marketing, public relations, and
30 recruiting activities. The parties agree that the Council is established to make
31 recommendations to the College on the following topic areas: Personnel, Student Affairs,
32 Facilities, Fiscal Matters and General Matters. Nothing contained in this Article shall be
33 construed to prevent the Employer from having discussions with any individual or
34 organization provided such discussion do not conflict with P.E.L.R.A. or other provisions of
35 this agreement.
36

37 **Subd. 2. Structure of the Council.** Membership on the council at each college shall consist
38 of the MSCF chapter leadership team and the elected MSCF members in good standing
39 representing a cross-section of disciplines. The faculty will select one member to serve as
40 Council President. (The *discipline(s)* may mean division, department, or program.) The
41 number of members of the council shall be determined by the MSCF chapter. The college
42 president shall serve as an administrative liaison to the Council. It shall be normal practice
43 for the President to attend the Council meetings. The college president or designee may
44 appoint up to three (3) administrators from outside the MSCF bargaining unit as participants
45 in the council. The Council President and the College President may invite subject area
46 experts as needed to address specific agenda items.
47

48 **Subd. 3. Authority of the Council.** The council will have full authority to present the
49 views of the faculty in meetings with the college president or provost.
50

1 **Subd. 4. Procedures of the Council.** The elected council president shall preside over all
2 meetings of the council. Meetings shall be scheduled a minimum of two (2) times during
3 each academic semester. At the request of the faculty, the council shall also meet during the
4 summer.

5
6 **Subd. 5. Meeting Agendas.** The agenda for each meeting shall be prepared and distributed
7 by the council president at least one (1) week before the meeting, and shall contain all items
8 submitted by the President of the MSCF council or the college president or designee.

9
10 **Subd. 6. Clerical Support.** The college shall provide clerical support:

- 11
12 A. To assist in the preparation and distribution of the agenda, and
13
14 B. To assist in the preparation and distribution of the minutes to the faculty within two weeks
15 of the meeting after the minutes have been reviewed and approved by the council
16 leadership and the college president.

17
18 **Subd. 7. Reports.** Within two (2) weeks of each meeting, the college president or designee
19 will report to the faculty, in writing, actions taken or decisions made based on council
20 discussions. The report shall also provide the rationale for each action taken and for each
21 decision made.

22
23 **Subd. 8. Matters Which Must Be Considered.** Proposals initiated by the administration to
24 create or change existing policies and/or rules and regulations affecting faculty members will
25 be submitted in writing to the local MSCF for reaction before a final decision is made by the
26 administration.

27
28 Reductions in unlimited faculty members must be discussed within one month following the
29 notice of layoff.

30
31 If agreement is not reached on a proposal at the first meeting at which it was considered, the
32 administration shall take no action on the proposal for ten days. At the request of the faculty,
33 the proposal shall be reconsidered at a subsequent council meeting during the ten-day period.

34
35 **Subd. 9. Appeals.** Sincere efforts shall be made to reach agreement. If the local MSCF or
36 the administration feels that sincere efforts to reach agreement or understanding have not
37 been made in shared governance council meetings, either party may request that the MSCF
38 bring the issue(s) to the next monthly meeting of the MnSCU/MSCF Joint Labor-
39 Management Committee.

40
41 **Section 2. Academic Affairs and Standards Council.** Faculty have fundamental and unique
42 responsibility in matters affecting the academic well-being of the state colleges. The parties
43 agree that the faculty hold the critical role in academic decision-making at the colleges. In order
44 to ensure such role, the parties agree to establish an Academic Affairs and Standards Council to
45 which management and faculty will bring all proposals regarding academic affairs and standards.

46
47 **Subd. 1. Purpose of the Council.** The purpose of the Council is to provide direction for the
48 College president in all matters included in academic affairs, including course outlines,
49 award requirements, academic standards, course and program components, and the inventory
50 of course and program offerings.

1
2 **Subd. 2. Structure of the Council.** The Council shall consist of two-thirds faculty
3 members and one-third administrators and/or other staff. The faculty members will be
4 selected by the faculty president after consultation with the college president. The
5 administrative members will be selected by the college president after consultation with the
6 faculty president but must include the chief academic officer. The parties agree to make
7 appointments that represent broadly the academic programming of the college. A faculty
8 member shall serve as chair of the council. S/he shall develop agendas and meeting
9 arrangements cooperatively with the Chief Academic Officer. Other individuals may be
10 invited to address the council.

11
12 **Subd. 3. Process.** The council shall develop procedures for all curriculum matters to be
13 discussed. The council shall, upon due consideration, forward its decisions to the
14 administration. While it is recognized that the college president reserves the ultimate
15 decision-making authority, the norm shall be to follow the decision of the Academic Affairs
16 and Standards Council absent a compelling reason(s) to do otherwise. If the administration
17 counters a decision of the council, the council chair may request that the college president
18 attend an upcoming meeting of the council to hear an appeal on the issue.

19
20 **Section 3. Alternative Structure.** As an alternative to the structures in Sections 1 and/or 2
21 above, a different structure may be agreed to between the College President and the MSCF
22 chapter with the approval of the state MSCF. Such agreement shall be confined to the design of
23 the structure and its operational mode. Such an agreement shall not in any way regulate or
24 control the right of selection or participation by the MSCF chapter. In the event that no
25 agreement is reached on such an alternative structure, the governance structure shall be that set
26 forth in Section 1 and/or 2 above.

27
28
29 **ARTICLE 9**
30 **REPRESENTATIVES**

31
32 **Section 1. Administration of Contract.** The Employer agrees that the MSCF grievance
33 representative on each campus shall be provided the opportunity to investigate and process
34 grievances, and the local MSCF president on each campus shall be provided the opportunity to
35 confer with the college president or designee concerning the provisions and application of this
36 contract. Meetings with the administration or arbitration hearings regarding the processing of
37 grievances shall be during the normal work day whenever practicable, and the grievant, the local
38 MSCF grievance representative and MSCF local president shall not lose wages due to their
39 participation.

40
41 Upon request of the MSCF president, the college president shall afford release time not to exceed
42 twelve (12) credits per year to be shared by one (1) or more local MSCF officers on each campus
43 for the purposes of conducting MSCF duties.

44
45 **Section 2. MSCF Representatives Access to Private Telephones.** It is the intent of the state
46 colleges to provide MSCF representatives with reasonable access to private telephones when
47 they are conducting MSCF business on campus.

48
49 **Section 3. Certification of Campus Representatives.** The names of any local MSCF officers
50 and representatives who may represent the faculty members in the administration of this Contract

1 shall be communicated to the president on each campus by means of a copy of a certification
2 from the MSCF to the chancellor's designee. The names of the employer designees responsible
3 for administering this contract on the campus shall be communicated to the local MSCF chapter
4 by means of a copy of a certification from the chancellor's designee to the MSCF.
5

6 **Section 4. Certification of State Representatives.** The MSCF officers and other MSCF
7 representatives shall be certified in writing to the Employer by the MSCF. The Employer
8 designee(s) responsible for the administration of this contract at the state level shall be certified
9 to the MSCF in writing by the Employer.
10

11 **Section 5. Release Time for the MSCF Presidents.** The co-presidents of the MSCF shall be
12 granted up to full release time from college assigned duties to conduct the business of the MSCF.
13

14 **Subd. 1. Additional Release Time.** The MSCF, at its request, may also provide for
15 additional release time for the president for the forty percent (40%) overload. The MSCF
16 shall reimburse the Employer for the actual cost of the overload payment based on the
17 president's actual salary schedule placement for the academic year.
18

19 **Subd. 2. Payroll.** The MSCF president shall remain on the state payroll at the regular salary
20 and lose no benefits.
21

22 **Subd. 3. President's Sabbatical.** A faculty member who has served as the MSCF president
23 shall be given the right to a one (1) semester sabbatical if s/he has served one (1) term, and a
24 two (2) semester sabbatical if s/he has served two (2) or more terms.
25

26 The sabbatical shall be consistent with the applicable provisions of Article 17, Section 4.
27 However, the president's sabbatical shall be in addition to earned sabbaticals granted under
28 Article 17, Section 4. The sabbatical shall not be denied.
29

30 **Subd. 4. Prior Service Time.** Time spent in the former UTCE and MCCFA as president
31 shall be carried forward and included in the calculation of service eligibility for a presidential
32 sabbatical as an MSCF president.
33

34 **Section 6. Release Time For Other MSCF State Officers** The MSCF may buy release time
35 for up to four (4) other state officers. The amount of release time shall be specified by the MSCF
36 before the beginning of each academic year or at other times by mutual agreement. Such officers
37 shall remain on the state payroll at their regular salary and lose no benefits. Effort will be made
38 to schedule such officers' college duties to accommodate their MSCF responsibilities.
39

40 **Section 7. Release Time for Other MSCF Representatives.**
41

42 **Subd. 1. MSCF Representatives.** The parties agree that the following faculty members
43 shall be granted reasonable amounts of paid release time to conduct MSCF business.
44

45 **A. Negotiations Team.** As needed to conduct contract negotiations.

46 **B. Board of Directors Members.** Up to five (5) days per academic year.

47 **C. Executive Committee.** Up to nine (9) days per academic year.
48

49 **Subd. 2. Conditions.** Paid release time will occur under the following conditions:
50

- 1 A. Faculty assignments are rescheduled to another day and/or evening; or
- 2 B. Alternate assignments/activities which can be accomplished in the absence of the
- 3 instructor are assigned to the class; or
- 4 C. The services of another faculty member are secured to assume the faculty member's
- 5 obligations at no additional cost to the college;
- 6 D. If a substitute is necessary, MSCF will be billed for the cost of the substitute.

7
8 Faculty members are responsible for notifying the College administration, whenever
9 possible, at least two (2) weeks in advance of the need for release time to conduct MSCF
10 business. In addition, faculty members are responsible for making the appropriate
11 arrangements as discussed above. Arrangements must be approved in advance by the
12 College President or designee.

13
14 **Section 8. Representative (Delegate) Assemblies.** Each delegate to the MSCF and/or the
15 Education Minnesota Representative Convention will be excused one (1) day for each assembly,
16 provided that the faculty member has notified the college president or designee as to the dates of
17 the planned absence during the month prior to the month in which the assembly is scheduled. Up
18 to eighteen (18) delegates from the state colleges will be excused to attend the NEA
19 Representative Assembly, the AFT Representative Convention, or the NEA Higher Education
20 Conference for three (3) consecutive working days, provided that the faculty member has
21 notified the college president or designee as to the dates at least one (1) month before the
22 planned absence.

23
24 **Section 9. Reimbursement Rate.** For July 1, 2001, thru June 30, 2002, the MSCF shall
25 reimburse the colleges at the appropriate rates contained in the 1999-2001 contracts between the
26 former UTCE and the former MCCFA and the Employer. Effective July 1, 2002, the MSCF
27 shall reimburse the colleges at the rate of \$ 900.00 per credit for actual release time utilized.

28 29 30 **ARTICLE 10** 31 **WORK YEAR AND WORK WEEK**

32
33 **Section 1. The 2001-2002 Basic Work Year.** The 2001-2002 basic work year for the MSCF
34 bargaining unit faculty shall be as established in the former UTCE and MCCFA labor
35 agreements with the Employer and as adopted and published by the Colleges.

36
37 **Section 2. The 2002-2003 Basic Work Year.** For purposes of compensation and workload
38 calculation, the full-time academic work year shall consist of one hundred seventy-one (171)
39 days spread over two semesters. Within this total, each college shall identify and publish an
40 academic calendar that includes class days, test days, and duty days assigned by the
41 administration. Days not identified for these purposes shall be utilized by instructors for
42 activities necessary for the successful accomplishment of their professional responsibilities.

43
44 The determination of the actual number and configuration of the class, test, and administration
45 assigned duty days in each semester shall be by agreement of the leadership of the administration
46 and the faculty at each college. Such agreement shall be reached after two (2) meetings or the
47 calendar shall be set in accordance with Subd. 1 below. Before the calendar is finalized, the
48 student leadership shall have the opportunity to review and comment on the proposed calendar.

1 **Subd. 1. Basic Academic Calendar.** The actual number of class and test days in the
2 academic calendar shall not exceed the number of such days in the college's calendar for the
3 academic year 2001-2002. For consolidated colleges, the number of class and test days in
4 the academic calendar shall not exceed the number of such days in the colleges' liberal arts
5 calendar for academic year 2001-2002. The remaining days shall be divided equally, one-
6 half (1/2) assigned by the administration and one-half (1/2) utilized by the faculty for
7 professional activities described in Section 2. above.
8

9 **Subd. 2. Alternate Academic Calendar for Specific Occupational or Technical**
10 **Programs.** For an occupational or technical program that needs additional instructional days
11 beyond the number established above, the program instructor(s) and the administration shall
12 mutually agree on an alternate calendar configuration. The alternate calendar may not
13 exceed the one hundred seventy-one (171) day total.
14

15 **Subd. 3. Counselors, Librarians, and Instructors on Special Assignments.** Faculty
16 members who are counselors, librarians, or instructors on special assignments shall work at
17 their normal duties for the one hundred seventy-one (171) day total minus the administration
18 assigned duty days. Such duty days may or may not be conducted at the same time as the
19 rest of the college.
20

21 **Subd. 4. Part-time Faculty.** Part-time faculty shall be responsible for the appropriate pro-
22 portion of the full-time faculty obligation.
23

24 **Section 3. Holidays.**

25
26 **Subd. 1.** No faculty members will be scheduled to work on the following holidays: New
27 Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence
28 Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas
29 Day and any other holidays provided by Statute. When any of the holidays fall on Saturday,
30 the preceding Friday shall be the holiday. When any of the above holidays fall on Sunday,
31 the following Monday shall be the holiday.
32

33 **Subd. 2.** Beginning with academic year 2002-2003, the college administration and the
34 faculty president at each college may agree to observe Veteran's Day on a different day than
35 the actual holiday. The state MSCF may also agree to allow classes to be held or flexible
36 days to be scheduled on the two days normally scheduled for state MSCF activities.
37

38 **Subd. 3.** For individual faculty members in Management and Customized Training
39 programs, the college may by mutual agreement with the individual faculty members,
40 designate alternate non-duty days for the observance of Martin Luther King's birthday,
41 President's Day, Veteran's Day, and Thanksgiving Friday.
42

43 **Section 4. Flexible Academic Calendar Option.** A flexible academic calendar shall be
44 defined as an academic calendar other than the standard college-wide block academic calendar as
45 described in Sections 1, 2, or 3 above. All flexible academic calendars shall meet all of the
46 following requirements:
47

48 A. All credit and non-credit offerings shall maintain academic integrity as determined by
49 Carnegie units or by another measure agreed to by the faculty and administration.
50

- 1 B. Faculty shall be subject to overall workload expectations equivalent to those under a
2 standard academic calendar. The faculty load for a course or an assignment under a
3 flexible academic calendar shall be the same as that for the same course or assignment
4 under a standard academic calendar. These statements shall mean similar student
5 credits/contact time and similar expectations for professional development and
6 participation in the life of the college.
7
- 8 C. All faculty members on a flexible academic calendar shall have the right to calendar
9 breaks commensurate with, but not necessarily at the same time as, those under a
10 standard academic calendar.
11
- 12 D. Each individual flexible academic calendar must be agreeable to the faculty member, the
13 local MSCF grievance representative, and the local administration.
14
- 15 E. Exclusive of overload assignments, faculty compensation and benefits shall be identical
16 to those earned under a standard academic calendar.
17
- 18 F. It is possible for part of a faculty member's load to be under a standard academic
19 calendar and remainder of the load to be under a flexible academic calendar. In such a
20 case, letter D. above shall apply.
21
- 22 G. Contractual limitations as included in Article 11, Sections 1, Section 2, and Section 3
23 may be waived by the faculty member and grievance representative as part of the
24 agreement indicated in D. above.
25
- 26 H. Assignments of faculty under a flexible academic calendar that overlap the summer
27 session(s) of the college must be agreeable to the department.
28
- 29 I. The parties agree to meet and negotiate additional details of implementation as necessary
30 and as requested by either party.
31

32 **Section 5. Summer Assignments.**

33
34 **Subd. 1. Summer Sessions.** Through the Shared Governance process, the President or
35 designee shall establish the calendar for the summer session(s). The administration will make
36 reasonable effort to avoid scheduling overlapping courses such that claiming opportunities
37 for faculty are unnecessarily limited.
38

39 No summer session or course offered during the summer shall exceed thirty-nine (39) days.
40 Colleges may offer shorter terms/courses with fewer than thirty-nine (39) days by
41 compressing the requisite class time. Two (2) summer sessions shall be considered the
42 equivalent of one (1) academic year semester. It is understood that a faculty member may be
43 offered the equivalent of eight (8) credits or two (2) courses, whichever is greater per
44 summer in one (1) or over both sessions in rotation order, subject to the overload provisions
45 in Article 13, Section 16. The administration, after consultation with the faculty members in
46 each assigned field and licensed area, shall determine course offerings for summer session.
47

48 **Subd. 2. Establishment of Rotation List.** The established rotation list for each credential
49 field will be used to make assignments. If a rotation list has not been established for the
50 credential field area, then it will be established as follows:

1
2 Unlimited full-time faculty members who hold the credential field and have held assignments
3 in the credential field within the past two (2) academic years will be put in rotation order
4 with those with the most continuous service in each credential field receiving first choice.
5 The faculty member's choice shall be for assignments offered over both sessions when two
6 (2) separate sessions are held up to the limitations of Subdivision 1. above.
7

8 Unlimited full-time faculty members with two (2) or more credential fields shall be limited to
9 inclusion on the A. rotation list for one (1) credential field only. Each faculty member will
10 choose one (1) rotation list prior to the end of the fall semester of each academic year. The
11 faculty member may change from one list to another via written notification, and shall be
12 placed on the bottom of the newly elected rotation list when this option is exercised.
13 Whenever a faculty member joins a rotation list for the first time, that faculty member will be
14 placed at the bottom of the list. Faculty members will always be added to a rotation list
15 before assignments are made.
16

17 **Subd. 3. Conditions for Rotation.** After all assignments have been made, the list will be
18 rotated by moving the person at the top of the list to the bottom of the list and renumbering
19 accordingly. However, if the first faculty member's only assignment is canceled, the faculty
20 member will remain at the top of the list. Faculty members are not entitled to "bump" other
21 faculty if assignments selected are canceled due to low enrollment.
22

23 **Subd. 4. Rotation Order.** Once a rotation list has been updated for each credential field
24 according to the procedures outlined in Subds. 2 and 3 above, faculty, including those who
25 have been on sabbatical leave during the academic year, shall be offered the opportunity to
26 accept assignments offered in the following order:
27

- 28 A. Unlimited full-time faculty members who hold the credential field and have held
29 assignments in the credential field within the past two (2) academic years, on a rotation
30 basis, by credential field, with those with the most continuous service in each credential
31 field receiving first choice, except where faculty members have already established a
32 rotation basis for each credential field.
33
- 34 B. If no unlimited full-time faculty member qualified under paragraph A. above accepts the
35 assignment, unlimited full-time faculty with multiple credential field who hold another
36 credential field and have held assignments in that credential field within the past two (2)
37 years, on a rotation basis, with those with the most continuous service in each credential
38 field receiving first chance, subject to conditions of Subd. 3. above.
39
- 40 C. If no unlimited full-time faculty member qualified under paragraphs A. and B. above
41 accepts the assignment, unlimited full-time faculty who hold the credential field and have
42 not held assignments in the credential field within the past two (2) years, on a rotation
43 basis, with those with the most continuous service in each credential field receiving first
44 chance, subject to conditions of Subd. 3. above.
45
- 46 D. If no unlimited full-time faculty member under paragraphs A., B. and C. above accepts
47 the assignments, unlimited part-time faculty who hold the credential field, on a rotation
48 basis, with those with the most continuous service in each credential field receiving first
49 chance, subject to conditions of Subd. 3. above.
50

- 1 E. If assignments are offered in an area for which no current unlimited faculty hold the
2 credential field, then the assignments shall be offered on a rotation basis to the unlimited
3 faculty members who have held assignments in that credential field in the previous two
4 (2) years. The initial rotation list will be established by calculating the total FTE in that
5 credential field which has been assigned to the faculty member within the previous two
6 (2) years.
7
- 8 F. Other applicants are last in the rotation order. No assignments of other applicants shall
9 be made if currently employed qualified "unlimited" faculty members have indicated
10 their willingness to accept the assignment.
11

12 **Section 6. Extra Days**

13
14 **Subd. 1. Counselors.** Counselors who accept extra days assignments in counseling beyond
15 their academic year assignment shall have their work load for such extra days determined in
16 the same manner as for the academic year.
17

18 **Subd. 2. Librarians.** Librarians who accept extra days assignments to perform normal
19 library services beyond their academic year assignment shall have their work load for such
20 extra days determined in the same manner as for the academic year.
21

22 **Subd. 3. Other Faculty.** Any faculty member employed for extra days to perform services
23 other than counseling for counselors, teaching for instructors and library service for librarians
24 shall be scheduled for an average of seven (7) hours during such extra days assignments.
25

26 **Subd. 4. Rate of Pay.** Offers of extra days shall be made in writing and agreed to in
27 writing. Extra days employment shall be paid for at the rate of 1/171 per day of the faculty
28 member's scheduled salary for that fiscal year for each full day worked.
29

30 **Subd. 5. Limited Access.** No assignment of extra days shall be made to other than
31 unlimited faculty members if currently employed qualified unlimited faculty members are
32 available and willing to accept the assignment. However, if a temporary faculty member
33 holds a position during the year which is so specific as to require continuance during the
34 extra days period, such faculty member shall be allowed to have the extra days assigned.
35

36 **Subd. 6. Offers.** Extra days offered shall be scheduled consecutively insofar as is feasible
37 unless the faculty member and the college president agree to a non-consecutive schedule.
38 Notification of extra days employment during the summer shall be given no later than May 1.
39

40 **Section 7. Alternate Calendars.**

41
42 **Subd. 1. Librarians.** If a librarian in a college accepts at least ten (10) or more extra days
43 during any fiscal year, by mutual consent of the faculty member who is offered ten (10) or
44 more extra days and the administration of the college, the work days of the academic year
45 may be different from and cover a period longer than the academic year agreed upon for the
46 college. These days need not be contiguous or consecutive. However, the total number of
47 days shall be one hundred and seventy-one (171) plus the number of extra days offered.
48

49 **Subd. 2. Counselors.** If a counselor in a college accepts at least ten (10) extra days during
50 any fiscal year, by mutual consent of the faculty member who is offered ten (10) or more

1 extra days and the administration of the college, the work days of the academic year may be
2 different from and cover a period longer than the academic year agreed upon for the college.
3 These days need not be contiguous or consecutive. However, the total number of days shall
4 be one hundred and seventy-one (171) plus the number of extra days offered. Offers of extra
5 days employment and/or alternate calendar proposals shall be made in writing and agreed to
6 in writing.
7

8 **Subd. 3. Instructors.** The academic year calendar for an instructor may be different from
9 the academic year calendar established for the college. The academic year for such faculty
10 member shall conform to the number of days in the college calendar, and days may not be
11 scheduled on the MSCF meeting days. The alternate calendar must be agreeable to the
12 administration, the faculty member and the local grievance representative.
13
14

15 **ARTICLE 11**

16 **WORK ASSIGNMENTS**

17

18 It is recognized that full-time faculty members normally average forty (40) or more hours per
19 week in carrying out their professional responsibilities. The reference to forty (40) hours is a
20 generalization intended for recognition of the many non-assignable duties that faculty members
21 perform. It does not establish a threshold of maximum assignable hours. It is further recognized
22 that a state college faculty member's work assignment includes a number of diverse professional
23 responsibilities. Classroom teaching and other contacts with students form the core of the
24 faculty work assignment. Additionally, professional development and service to the college are
25 the other core components of a faculty member's work assignment. A faculty member will plan
26 to engage in such activities as student advising, course evaluation, classroom preparation, the
27 evaluation of student performance, committee assignments, classroom research and community
28 service as part of the overall work assignment. Some of these activities may be completed off
29 campus. It is also recognized that the work assignments of part-time faculty include similar
30 duties performed on a proportional basis.
31

32 Assignments by the Employer will be made within the following limits:
33

34 **Section 1. All Teaching Faculty Workload Provisions.** When making faculty member
35 assignments the administration shall also observe the following general workload provisions for
36 all instructors:
37

38 **Subd. 1. Elapsed Time for Instructors.** Except as provided below, the average daily
39 elapsed time per week from the beginning of the first assignment to the end of the last
40 assignment shall not exceed six (6) hours exclusive of self-assigned office hours. An
41 individual instructor may be assigned a schedule in which the average daily elapsed time per
42 week is increased to a maximum of eight (8) hours if this assignment is necessary to provide
43 the course offerings within a specific program or department. An individual instructor must
44 approve any increase in average daily elapsed time per week. In any case, where a variation
45 is implemented, the administration shall provide in writing to the instructor and to the local
46 grievance representative the reasons why this assignment is necessary and reasonable.
47

48 **Subd. 2. Internship Supervision.** When instructors are assigned to supervise students who
49 are working as interns the workload shall be assigned on a term-to-term basis. However a

1 full-time instructor may have the assigned credit(s) distributed over the academic year. The
2 calculation shall be made for each term using the following formula:
3

4 One (1) credit of workload shall be assigned for the supervision of every thirteen (13)
5 student credits. Student credits are defined as the number credits for which students are
6 enrolled. The resulting actual number of workload credits will be rounded to the nearest one-
7 half (1/2) credit with the lowest possible number being one-half (1/2) credit.
8

9 **Subd. 3. Saturday and Sunday Assignments.** Assignments to faculty members for
10 Saturdays and Sundays shall be considered to be within the academic calendar. This
11 provision does not include student activity assignments. Faculty members assigned to
12 Saturday and/or Sunday shall have their schedules arranged to provide two (2) consecutive
13 days in each week without assignment, if desired.
14

15 **Subd. 4. Team Teaching.** Team teaching assignments may be made by mutual agreement
16 between faculty and administration. The faculty loads, both credits and contact hours, for
17 instructors involved in team teaching shall be determined prior to the semester in which the
18 course is offered and must be agreed to by the administration and the faculty members
19 involved in the course. In no case may the total faculty credits be fewer than the credits for
20 the course, nor may the total faculty contact hours be fewer than those for students in the
21 course.
22

23 **Subd. 5. Independent Study Assignments.** Independent study assignments shall be
24 defined as the faculty member's supervision and teaching a student of a course that has been
25 approved by the college's regular course approval procedures, or shall be defined as the
26 tutoring of a CBE (Competency Based Education) student. Such supervision and teaching
27 has no scheduled formal lectures or labs and is available by arrangement with an instructor.
28

29 Independent study assignments may be done as a part of the faculty member's semester load
30 or as overload. Because independent study is student initiated, independent study
31 assignments shall not be subject to the summer rotation language contained in Article 10,
32 Section 5.
33

34 A faculty member who supervises/teaches an independent study course shall have his/her
35 workload calculated as one-twelfth (1/12) of one credit for each student credit or CBE unit.
36 A student credit shall be defined as one student enrolled for one credit.
37

38 Independent study may not be used to substitute for course offerings, unless agreed to by the
39 faculty member and administration. Such agreement must include approval of the local
40 grievance representative when the number of students exceeds three (3) students per course
41 per semester.
42

43 **Subd. 6. Professional Accreditation Assignments.** Programs that have professional
44 accreditation requirements dictating extensive faculty monitoring of students on assignment
45 outside the College shall be administered in accordance with the language in this Article,
46 Section 7, Reasonable Credit Equivalence. Criteria such as the number of students served,
47 number of credits, location of sites, number of visits required, and preparation for and
48 evaluation of the educational experience will be considered when determining student
49 contact hours.
50

1 **Subd. 7. Non-Credit Instruction.** When non-credit instruction is assigned as part of an
2 instructor's load up to a full-time load one (1) CEU shall count as two-thirds (2/3) credit for
3 the purpose of load computation.
4

5 **Section 2. Teaching Faculty in the Former MCCFA Bargaining Unit.** A faculty member in
6 the former MCCFA bargaining unit may be assigned either the thirty (30) credits per academic
7 year limit or the forty (40) contact hours per academic year limit. Whenever either limit has
8 been reached, the instructor may accept additional credit or contact hour assignments only as
9 overload.
10

11 When making full-time faculty assignments for spring term, the teaching credits and the resulting
12 contact hours shall be assigned before the non-teaching assignments. When making part-time
13 faculty assignments, the credit/contact hour limitations shall be a pro ration of the fifteen (15)
14 credit or twenty (20) contact hour term limits based on the FTE percentage. When calculating
15 the workload for part-time faculty who have a combination of credits and contact hour
16 assignments, the calculation which produces the higher amount of salary will be used.
17

18 **Subd. 1. Credits.**

	<u>Per Semester</u>	<u>Per Academic Year</u>
19 Credits (assigned to courses	15	30
20 or equated credits)		

21
22
23
24 An individual instructor may be assigned as many as eighteen (18) credits in a given
25 semester if this assignment is necessary to provide the course offerings within a specific
26 program or department. The total credits assigned for the year shall not exceed thirty (30),
27 and any additional assignments beyond thirty (30) shall be considered overload.
28

29 Upon mutual agreement between the faculty member and the administration, the total credits
30 assigned for the first academic year of two (2) consecutive academic years may be up to
31 twenty-seven (27) credits, and the second academic year may be up to thirty-three (33)
32 credits the following year. This two (2) year averaging of credits may be assigned only
33 under the following condition. The agreement must be provided in writing to the individual
34 instructor prior to spring semester of the first twenty-seven (27) credit academic year with a
35 copy to the local grievance representative. The agreement may also provide for necessary
36 adjustments to the contact hour limitation up to and including twenty-two (22) hours per
37 semester, forty-four (44) hours per academic year and one (1) additional preparation for the
38 second year of the two (2) year cycle.
39

40 **Subd. 2. Contact Hours**

	<u>Per Semester</u>	<u>Per Academic Year</u>
41 Contact Hours	20	40

42
43
44
45 Contact hours above twenty (20), but no more than twenty-five (25) per semester, are
46 allowable by mutual written agreement between the instructor and the college president.
47 However, the forty (40) hours per year limitation shall remain. Part-time faculty contact hour
48 assignments shall be determined on a pro rata basis.
49

1 **Subd. 3. Science Laboratory Courses.** Science laboratory courses (chemistry, biology,
2 physics, natural science) shall be credited on the basis of one (1) credit for each one (1)
3 lecture hour and one (1) credit for each two (2) laboratory hours. Credits for science
4 laboratories shall be averaged over the academic year with totals in odd numbers being
5 rounded to the nearest whole number. For purposes of rounding, .5 shall be rounded up to
6 one (1).
7

8 **Subd. 4. Preparations.** When possible, without disrupting the normal class offerings, a
9 maximum of three (3) separate class preparations may be assigned. A faculty member
10 normally will not be assigned more than six (6) class preparations for classes of three (3) or
11 more credits in an academic year. A class counts as a separate preparation each semester in
12 which it is taught. More than six (6) class preparations may be assigned with the approval of
13 the individual instructor. When the number of preparations exceeds seven (7), the total
14 credits assigned to the faculty member will be reduced by one (1) credit per each additional
15 preparation.
16

17 **Subd. 5. Class Schedules.** Class schedules for each instructor shall be developed in each
18 college by the administration based on consultation with the faculty member. Such schedules
19 shall be provided to the faculty member in writing and shall include an itemization of all
20 equated credit assignments.
21

22 **Subd. 6. Class Size.** The administration at each college shall establish, through the shared
23 governance council, a regulation that sets a reasonable maximum class size for all instruction
24 at the college. Once the regulation is established any change must be considered through the
25 shared governance council at least one (1) semester in advance. There will be no intentional
26 enrollment beyond the maximum class size unless agreed to by the state MSCF and the
27 administration.
28

29 **Subd. 7. Office Hours.** Each instructor shall post and maintain one (1) office hour or one
30 (1) hour of student availability in some other campus location per week for each three (3)
31 credits taught to a maximum of fifteen (15) credits. Additional office hours or student
32 availability may be scheduled at the instructor's option.
33

34 **Subd. 8. Combined Classes.** An assignment to teach two (2) or more classes of different
35 content at the same time may be made only if requested by the instructor. If such an
36 assignment is then made by the administration, the number of credits assigned to the
37 instructor shall be the credits of the class with the greatest number of credits of those in this
38 assignment plus one (1) or one-half (½) the total number of credits assigned for all the
39 individual classes plus one (1), whichever is greater.
40

41 **Subd. 9. Department and/or Division Coordinators.** The president may establish through
42 the Shared Governance Council, at each college, department and/or divisions consistent with
43 the College's mission. If established each designated department and/or division will have a
44 chair according to the following: Designation of departments and/or divisions shall occur
45 once each year, and all faculty members shall be a member of at least one (1) department
46 and/or division.
47

48 **A. Selection Process.** The faculty members in each department and/or division may
49 annually submit to the college president a list of at least two (2) acceptable candidates for
50 the position of department and/or division coordinator. The college president shall

1 appoint the department and/or division coordinator from among the acceptable
2 candidates. However, if none of these will voluntarily accept the appointment, or if no
3 list is submitted, then the college president may select and appoint no later than May 15 a
4 department and/or division coordinator from the department for a one (1) year term for
5 the following year.
6

7 **B. Responsibilities.** Department and/or division coordinators shall coordinate the activities
8 of the department and/or division, and may responsibly direct other members of the
9 bargaining unit in their department and/or division only, but may not exercise other
10 supervisory responsibilities as defined by M.S. 179A.03, Subd. 17.
11

12 **C. Compensation.** The administration at each college shall establish, through the shared
13 governance council, the tasks and responsibilities that will be assigned to each
14 department and/or division coordinator. After these tasks and responsibilities have been
15 established, a credit equivalence shall be assigned to department, and/or division
16 coordinators for their coordination responsibilities. If there are ten (10) or fewer F.T.E.
17 faculty positions in the department and/or division, the credit equivalence shall be no less
18 than three (3) per semester unless the chapter president, coordinator and college president
19 agree in writing to a lesser amount. If there are more than ten (10) F.T.E. faculty
20 positions in the department and/or division, at least one (1) additional equated credit per
21 semester shall be assigned for each additional ten (10) F.T.E. faculty positions or fraction
22 thereof. Normally, the equated credits will be used in determining release time from
23 other assignments. However, in cases where the release time cannot reasonably be
24 granted without undue disruption of the responsibilities of the department and/or division,
25 the administration may elect to pay for the equated credits as overload pay. Also, the
26 administration may in such cases elect to assign part of the equated credits as release time
27 and the rest as overload pay.
28

29 **D. Overload Limitation.** Department and/or division coordination overload pay may
30 exceed the forty percent (40%) overload limitation; but if it does, such
31 department/division coordinator shall not be eligible for additional overload pay, extra
32 weeks, or summer school.
33

34 **Subd. 10. Occupational Program Coordinators.** The college president or designee may
35 determine that an occupational program shall have a coordinator who shall responsibly direct
36 other members of the bargaining unit in the program, but not exercise other supervisory
37 responsibilities as defined in M.S. 179A.03, Subd. 17. Such coordinator shall be selected and
38 appointed by the president, and be give a minimum credit equivalence of three (3) credits per
39 semester, unless the MSCF chapter president, coordinator and college president agree in
40 writing to a lesser amount.
41

42 **Section. 3. Teaching Faculty in the former UTCE bargaining unit.**

43

44 **Subd. 1. Credits and Contact Hours.** Faculty in the former UTCE bargaining unit may be
45 assigned an annual maximum of up to thirty-two (32) credits or up to twenty-seven (27)
46 contact hours per week. Whenever either limit has been reached the instructor may accept
47 additional credit or contact hour assignments as overload. When making part-time
48 assignments, the credit/contact hour limitation shall be a pro-ration of the FTE.
49

1 For purposes of calculating a “student contact hour” one (1) lecture credit equals one (1)
2 weekly student contact hour and one (1) lab credit equals two (2) weekly student contact
3 hours. Two (2) weekly student contact hours in any lab is equal to one (1) lab credit.
4

5 **Subd. 2. Schedules.** It is understood that faculty members and the college administration
6 shall work collaboratively in the development of schedules. Schedules for each faculty
7 member shall be developed by that faculty member, in consultation with the college president
8 or designee, and submitted to the college administration for consideration and, if approved,
9 consolidation into a master schedule as appropriate. In the case of multi-faculty programs,
10 the faculty shall first work in consultation with each other to develop schedules prior to
11 submitting them to the college administration.
12

13 **Subd. 3. Combined Classes.** This is an assignment to teach two (2) or more classes of
14 different content at the same time. When these assignments are in distance learning the
15 assignment may be made only if requested by the instructor. Workload for combined classes
16 shall be based on the credit value of the course with the greatest number of credits.
17

18 **Subd. 4. Department/Division Chairpersons.** The administration and the MSCF
19 chapter(s) shall designate various departments/divisions consistent with the college’s
20 mission. Designation of departments/divisions shall occur once each year. All faculty
21 members shall be a member of at least one (1) department and/or division. Each designated
22 department/division will have a chairperson according to the following:
23

24 **A. Selection Process.** When such chair positions have been established an election shall be
25 held by the faculty members of each department/division. The two candidates from each
26 division/department receiving the most votes in a secret ballot election shall be submitted
27 to the college president. The college president shall appoint the division/department
28 chairperson from among the acceptable candidates no later than May 15 to a one (1) year
29 term for the following year. However, if none of the candidates will voluntarily accept
30 the appointment, or if no list is submitted, then the college president may select and
31 appoint a department/division chairperson from the department/division for a one year
32 term no later than May 15.
33

34 **B. Duties.** The department/division chairperson shall coordinate the activities of the
35 department/division through a regular consultation with all members of the
36 department/division, the Shared Governance Council and the college president.
37

38 **C. Method of Compensation** Any faculty member appointed to a position of
39 Department/Division chairperson may mutually agree with the administration to one of
40 the following: the stipend of \$ 2,500; release time in addition to the stipend of \$ 2,500;
41 or release time equal to a minimum of \$ 2,500 based on the faculty members’ annual base
42 salary prorated. Compensation may be shared by up to three (3) faculty members by
43 mutual agreement between the faculty members, the MSCF chapter and the college
44 president or designee.
45

46 **D. Overload Limitation** Department/division coordination overload pay may exceed the
47 forty percent (40%) overload limitation; but if it does, such department/division
48 coordinator shall not be eligible for additional overload pay, extra weeks, or summer
49 school.
50

1 **E. Consolidated Campuses.** At consolidated campuses where departments/divisions are
2 combined, an alternate process for designating departments/divisions and electing
3 chairpersons may be implemented by mutual agreement of the administration and the
4 MSCF. The compensation of the elected chairperson shall be pursuant to the provisions
5 of the faculty member's former unit designation.
6

7 **Subd. 5. Travel Time.** Compensation for travel will be determined by the following:
8

9 A. When a faculty member is assigned to travel between campuses or sites on the same day,
10 the travel time shall be applied to the faculty member's student contact hours. The travel
11 time shall be determined by dividing the number of miles between the work locations by fifty
12 (50).
13

14 B. When a faculty member is assigned to travel to different campuses or sites on alternating
15 days, mileage compensation will be determined by Article 18 for travel from the faculty
16 member's permanent work location to and from the assigned location.
17

18 **Section 4. Librarians.** Librarians, by credential field, shall be responsible for the development
19 and implementation of library/media services including summer coverage to support the mission
20 and philosophy of each institution, and to develop, cooperatively with the administration, the
21 goals and objectives for these services prior to the start of each academic year. Librarians on
22 each campus, among themselves, shall develop their methods of implementation for the purpose
23 of accomplishing these goals and objectives. Priority will be given to services necessary to
24 fulfill the educational needs of students and instructional needs of faculty. It is recognized that
25 the quality and quantity of these services will depend upon the availability of staff and other
26 resources. Librarians on each campus, among themselves, after consultation with the
27 administration, shall develop and post their hours of availability. When librarians perform
28 teaching assignments their responsibilities shall be adjusted proportionately. Part-time librarian
29 assignments shall be determined on a pro rata basis.
30

31 **Section 5. Counselors in the Former MCCFA Unit.** Counselors, by credential field, shall be
32 responsible for the development, and implementation of the counseling services, including
33 summer coverage, to support the mission and philosophy of each institution and to develop,
34 cooperatively with the administration, the goals and objectives for these services prior to the start
35 of each academic year. Counselors on each campus, among themselves, shall develop their
36 methods of implementation for the purpose of accomplishing these goals and objectives. Priority
37 will be given to services necessary to fulfill the educational needs of students and instructional
38 needs of faculty. It is recognized that the quality and quantity of these services will depend upon
39 the availability of staff and other resources. When counselors perform teaching assignments
40 their responsibilities shall be adjusted proportionately. Part-time counselor assignments shall be
41 determined on a pro rata basis.
42

43 It is further recognized by the parties that:
44

45 A. After consultation with the counseling department, the college president or designee
46 decides when and where counseling services necessary to meet the goals and objectives
47 shall be offered.
48

49 B. Counselors on each campus, among themselves, shall decide which individuals shall
50 work to cover the hours set by the college president or designee.

- 1
2 C. In the event that counselors are unable to decide which individuals shall work to cover
3 the set hours, the college president or designee shall assign individual counselors.
4
5 D. For each counselor, no more than twenty-five (25) hours of student contact hours of
6 availability over a five (5) day week shall be scheduled and no more than six (6) hours
7 averaged daily elapsed time of student contact availability may be scheduled for an
8 individual counselor per week. When counselors perform teaching assignments, their
9 responsibilities shall be adjusted proportionately. Part-time counselor assignments shall
10 be determined on a pro rata basis.
11

12 **Section 6. Other Assignments.** Instructors, librarians and counselors who are assigned full time
13 to perform duties other than teaching, counseling duties or librarian duties, or who are assigned
14 to instructional labs which require no special advance preparation or evaluation which cannot be
15 completed during the lab periods shall be responsible for scheduling thirty-five (35) hours per
16 week for the purposes of carrying out the development and implementation of services to support
17 the mission and philosophy of their credential field or area of assignment and to develop
18 cooperatively with the administration, the goals and objectives for these services prior to the start
19 of each academic year or the start of an assignment. These individuals, or groups as is
20 appropriate on each campus shall develop, after consultation with the administration, their hours
21 of work and methods of implementation for purposes of accomplishing the goals and objectives.
22

23 Priority will be given to services necessary to fulfill the educational needs of students and the
24 instructional needs of faculty. It is recognized that the quality and quantity of these services will
25 depend upon the availability of staff and other resources.
26

27 If faculty members have a portion of their assignments in conformity with "Other Assignments"
28 clause, then the balance of their assignment under the counselor, librarian or instructor clauses of
29 the Contract will be reduced proportionately.
30

31 **Section 7. Reasonable Credit Equivalence.** A faculty member may be assigned duties that are
32 not described in this agreement by mutual agreement among the faculty member, MSCF chapter
33 grievance representative and the college president or designee. Credit and/or student contact
34 hour equivalencies for the assignment will be determined before the assignment is made. The
35 instructor's regular workload will be reduced by an equal number of credits/student contact
36 hours. The college administration will schedule the assignment within the parameters described
37 in this Article except by mutual agreement among the faculty member, the state MSCF, and the
38 college president or designee. If an overload condition is created, compensation shall be
39 according to the overload calculation in Article 13, Section 16.
40

41 **Section 8. Alternate Delivery.** Whenever possible, the Administration will work cooperatively
42 with faculty when assignments for distance learning, combined classes or flex labs are necessary.
43

44 **Subd. 1. Distance Learning.** The intent of distance learning, including tele-courses, is to
45 provide student access to instruction and services. Tapes or other materials developed
46 expressly for distance learning by the faculty may not be reused without the faculty
47 member's permission. The faculty member shall not be responsible for maintenance of
48 equipment. The terms and conditions of this contract shall apply to faculty who are
49 providing such services. The intent of this language is to provide one (1) for one (1)

1 workload calculation for all faculty members who teach courses using distance learning
2 delivery systems.

3
4 **Subd. 2. Flex Labs/Individualized Instruction.** These courses are taught on an
5 individualized basis. Workload is based on contact hours.

6
7 **Section 9. Student Activity Assignments.** Student activity assignments to faculty members
8 shall be given equitable credit equivalence on each campus according to the following:
9

10 **Subd. 1. Uniform Assignments** **Credit Equivalencies**

11 **A. Athletics**

12	Football (Head)	7
13	Football (Asst.)	4
14	Wrestling (Head)	7
15	Wrestling (Asst.)	4
16	Baseball	7
17	Volleyball	7
18	Basketball (Head Women's)	7
19	Basketball (Head Men's)	7
20	Basketball (Asst. Women's)	4
21	Basketball (Asst. Men's)	4
22	Soccer (Women's)	7
23	Soccer (Men's)	7
24	Softball	7
25	Cross Country (Men's)	3
26	Cross Country (Women's)	3
27	Golf (Men's)	3
28	Golf (Women's)	3
29	Tennis (Women)	3
30	Tennis (Men)	3

31
32 **B. Athletic Coordination:** Credit equivalency allocation to be based on number of sports
33 for which there is responsibility, as follows:
34

35 **Sport** **Credit Equivalencies**

37	General Responsibility (Men's)	2	Subtract from total the amount received for football in summer before the contract year starts.
38	General Responsibility (Women's)	2	
39	Football (Men's)	2	
40	Volleyball (Women's)	2	
41	Wrestling (Men's)	2	
42	Basketball (Men's)	2	
43	Basketball (Women's)	2	
44	Soccer (Men's)	2	
45	Soccer (Women's)	2	
46	Baseball (Men's)	1.5	
47	Softball (Women's)	1.5	
48	Cross Country (Men's)	.5	
49	Cross Country (Women's)	.5	

1	Golf (Men's)	.5
2	Golf (Women's)	.5
3	Tennis (Men's)	.5
4	Tennis (Women's)	.5

5
6
7
8
9

Athletic coordinators may responsibly direct other members of the bargaining unit in their activity only, and may perform other administrative duties, but may not exercise other supervisory responsibility as defined in M.S. 179A.03, Subd. 17.

10 **C. Theater**

- | | | |
|----|---------------------|--|
| 11 | | |
| 12 | 1. Major Production | Seven (7) credits per major production to be |
| 13 | | divided as appropriate between the director |
| 14 | | and the technical director(s), at the |
| 15 | | request of the director |
| 16 | | |
| 17 | 2. Minor Production | Two (2) credits per minor |
| 18 | | production, to be divided |
| 19 | | as appropriate between the director and the |
| 20 | | technical director. |

21
22 **D. Music**

- | | | |
|----|------------------------------------|--------------------------------|
| 23 | | |
| 24 | 1. Major group - a group which | five (5) credits per semester |
| 25 | rehearses a minimum of four (4) | |
| 26 | times per week, and has a | |
| 27 | minimum of one (1) major | |
| 28 | performance per semester. | |
| 29 | | |
| 30 | 2. Intermediate group - group | four (4) credits per semester |
| 31 | which rehearses a minimum of | |
| 32 | three (3)times per week, and has | |
| 33 | at least one (1) major performance | |
| 34 | per semester. | |
| 35 | | |
| 36 | 3. Minor group - a group which | three (3) credits per semester |
| 37 | rehearses a minimum of two (2) | |
| 38 | times per week, and has at least | |
| 39 | one (1) major performance per | |
| 40 | semester. | |
| 41 | | |
| 42 | 4. Specialty group - a group which | credits determined under non |
| 43 | does not meet the specifications | -uniform assignments. |
| 44 | of 1. 2. or 3. above. | |

45
46 The number of rehearsals shall be a part of the course outline as approved by the
47 curriculum committee. For music activities, the credit equivalency of the instructor will
48 not be affected by the extent to which students do or do not receive credit for
49 participation.
50

1 **E. Publications**

2
3 1. Major Publication - a publication five (5) credits per semester
4 which requires four (4) or more
5 multi-page publications or E
6 publications per semester.

7
8 2. Minor Publication - a publication three (3) credits per semester
9 which requires fewer than four (4)
10 publications or E publications
11 per semester.

12
13 **Subd. 2. Assignments by Mutual Agreement.** Assignments to the following student
14 activities shall be by mutual agreement between the faculty member and the administration.
15 Release time may be mutually agreed upon between the faculty member, the college
16 president or designee in consultation with the local grievance representative. If release time
17 is not agreed upon compensation for the assignment shall be as follows:

18
19

<u>Assignment</u>	<u>Compensation</u>
20 Campus Club Advisor	Not less than \$ 500.00
21 Cheerleader Advisor	Not less than \$ 175.00
22 Student Senate Advisor	\$ 1,400.00
23 Supervision of a student club	\$ 100.00 per day plus expenses
24 activity on a night or weekend	

25
26

27 To qualify for the one hundred dollar (\$100.00) per diem compensation, the following
28 conditions must be met:

- 29
30 ? The faculty member must complete and have administrative pre-approval of a student
31 activity assignment form.
32 ? The faculty member must be involved in a pre-approved state or national vocational
33 student organization activity.
34 ? The faculty member must be involved in a pre-approved student contact/direction
35 activity.
36 ? The faculty member must be spending the night after 6:00 a.m.

37
38 **Subd. 3. Non-Uniform Activity Assignments.** The credit equivalency for all activities not
39 stated in Section 9., Subds. 1 and 2. above shall be one (1) credit for every twenty (20) hours
40 anticipated with students in any of the following: practice, rehearsal, performance, instruction
41 and activity supervision. (This would include such activities as forensics, costuming,
42 choreography, technical directing or stage managing of non-theater activities, intramurals,
43 drill-dance teams and others not listed.) The assignment is actually to be made in credit
44 equivalencies, not as total number of hours to be devoted to all aspects of the activity. The
45 determination of anticipated contact hours is merely a method for arriving at the credit
46 equivalency.

47
48 **Subd. 4. Variations of Equated Credits.** Variance from the listed number of equated
49 credits may be requested through the following process:
50

- 1 A. After discussion with the Shared Governance Council, variations of equated credits may
2 be requested by the college president, provided that justification is included which clearly
3 demonstrates the need or desirability for such variations. The requests and justification
4 will be made in writing to the chancellor's designee.
5
- 6 B. Both the chancellor's designee and the MSCF must agree to the variance prior to
7 implementation. If such variation is approved, the fact and the reasons for it shall be
8 posted on official bulletin boards.
9

10 **Subd. 5. Scheduling Activities and Credit Determination.** The faculty member shall have
11 responsibility for scheduling the activity in cooperation with the administration. However,
12 the actual contact hours of the activity will not be counted in the determination of the faculty
13 member's classroom contact hour limitation; instead the annual classroom contact hours
14 limitation for faculty members assigned activities will be reduced by the same proportion that
15 the equated credits are of thirty (30) or thirty-two (32) as is applicable. The classroom
16 contact hours reduction shall be applied in total to the semester in which the activity
17 assignment occurs unless requested by the faculty member and agreed to by the
18 administration. The administration will endeavor to schedule classes for faculty members
19 having student activity assignments at such times that the combination of classes and
20 activities will result in reasonable elapsed time.
21

22 **Section 10. Academic Affairs and Standards Council.** Release time for the chairperson of the
23 Academic Affairs and Standards Council may be mutually agreed upon between the faculty
24 member and the college president or designee in consultation with the MSCF grievance
25 representative. If release time is not agreed upon, the chairperson shall receive a stipend of one
26 thousand dollars (\$1,000.00) for the year. The other faculty members of the Council may be
27 compensated if and as agreed to by the college president or designee.
28
29

30 **ARTICLE 12**

31 **WORKLOAD FOR MANAGEMENT PROGRAMS**

32

33 **Section 1. Definitions:**

34

35 **Management Programs:** Management programs are where instruction is delivered to
36 owners/operators/managers of farm and small businesses in the form of "management credits."
37 Students use their business entities as a base for case study and receive "just in time" instruction
38 that applies to business and financial principles. Instruction is primarily delivered in an
39 individualized format at the student's business, but is supplemented by appropriate group,
40 classroom, or distance instruction. Specific programs include Farm Business Management,
41 Small Business Management, Computerizing Small Business, Lamb & Wool Management, and
42 Specialty Crop Management.
43

44 **Management Credit:** Management credits recognize the direct application of instruction by the
45 student at the business on a continuous basis and give the student credit for those applications
46 and experiences. The management credit equates to 48 hours of total student effort under the
47 semester system, which includes 4 hours of formalized instruction and 44 hours of student
48 application.
49

1 **Initial Contract:** “Initial Contract” refers to the annual workload assignment issued to an
2 instructor that is one of the following: a part time contract, a base contract, or a base contract
3 plus a maximum of up to 30 extended days.
4

5 **Base Contract:** “Base Contract” shall refer to the contract that is equal to a 1.0 FTE or 171
6 days.
7

8 **Paid Credits:** Paid credits refer to management credits for which tuition has been received in
9 the college business office or for which the business office has received a letter from a third
10 party which is guaranteeing tuition payment for that credit.
11

12 Paid credits will be applied to the management faculty member’s Initial Contract or Overload
13 calculation according to the provisions in this article, in the base year in which tuition payment is
14 received by the college or guaranteed.
15

16 **Base Year:** “Base Year” refers to the fiscal year or the time period starting July 1 and
17 concluding June 30.
18

19 **Two-year Look-back:** “Two-year-Look-back” refers to the current fiscal year and the prior
20 fiscal year. Paid credits generated in the prior year are added to the paid credits generated in the
21 current year; that credit level is averaged to determine the initial contract for the upcoming year.
22 The two-year look-back is limited to determining the base plus extended days only.
23

24 For the 2002-2003 academic year two-year look-back, the 1999-2001 Workload Matrix will be
25 used to determine base plus extended days for the Lamb and Wool faculty for the 2003-2004
26 academic year.
27

28 **Management Education Program Matrix:** The matrix is a chart that sets forth the workload
29 calculation for Management Program Instructors. Workload in this matrix is based on a daily
30 rate of credits delivered for each of the Management Programs. The minimum credits to be
31 delivered are based on workloads of varying lengths including base contract, extended days, and
32 overload.
33

34 **Extended Days:** “Extended Days” refers to days awarded beyond the base contract to
35 management faculty for the delivery of management credits. A maximum of up to 30 extended
36 days may be awarded during the initial contract and/or through subsequent adjustments to the
37 initial contract. All extended days will be identified on the management faculty calendar. The
38 Management Education Program Workload Matrix will be used to calculate extended days.
39

40 **Overload:** “Overload” refers to management credits delivered in excess of the base contract
41 plus the maximum of 30 extended days. Paid management credits generated in the current year
42 in excess of the base plus the maximum of up to 30 extended days shall be used to calculate
43 overload. Total workload for the delivery of management credits including base, extended, and
44 overload shall be limited to 1.33 FTE. The Management Education Program Workload Matrix
45 will be used to calculate overload.
46

47 **Unique Assignments:** “Unique Assignments” shall refer to workload other than delivering
48 management credits. Unique assignments may be assigned based on Article 11, Section 7.
49 Reasonable Credit Equivalence of this Contract, except that any overload created by such
50 assignment shall be compensated according to the Management Education Program Matrix.

1
2 **Section 2. Management Program Faculty Workload.** This section establishes a workload for
3 the delivery of management credits by management program faculty. All other provisions of the
4 Contract that are not contained in this section shall remain in full force and effect. Management
5 faculty may be awarded an initial contract for one of the following: a part-time contract, a base
6 contract, or a base contract plus extended days.
7

8 **Subd. 1. Management Faculty Credit Expectation for Base Contract.** Only paid
9 management credits will be used in determining Management faculty workload. Credit
10 expectations for the management faculty base contracts are as follows:

11	Farm Business Management	342 credits
12	Sparsity Farm Business Management	304 credits
13	Small Business Management	294 credits
14	Computerizing Small Business	279 credits
15	Specialty Crop Management	248 credits
16	Lamb & Wool Management	264 credits

17
18 **Subd. 2. Workload.** The initial contract for each faculty member for the following fiscal
19 year will be determined according to the two-year look-back procedure using the number of
20 paid credits on June 15 of the current year and the number of paid credits used for the final
21 contract calculation for the prior year. A faculty member is guaranteed an extended contract
22 (up to a maximum of 30 days) if the two-year look-back calculation exceeds the base
23 contract credit expectation.
24

25 **Subd. 3. Work Schedule.** The number of duty days in the base contract for management
26 faculty shall be as specified in Article 10 of this Contract. On or before July 1 of each year,
27 the management faculty will submit for approval a schedule of workdays to the college
28 president or designee for the initial contract.
29

30 This schedule shall include student contact days (including up to a maximum of 30 extended
31 days), all duty days assigned by administration including regularly scheduled
32 department/division meetings. The schedule may be modified as needed by the management
33 faculty with prior approval of the college president or designee.
34

35 **Section 3. Overload Guidelines.** Overload may be awarded to management faculty for the
36 delivery of management credits based on the Management Education Program Workload Matrix
37 up to a total workload maximum of 1.33 FTE. Prior to June 15 of each year, the college
38 president or designee must inform the management faculty if overload will be awarded and to
39 what extent overload will be awarded in the following year.
40

41 **Section 4. Workload Modifications to Initial Contract.** Fifteen days after the last day to
42 register continuing students for the spring term, a calculation of paid credits will be made to
43 determine excess workload above the initial contract.
44

45 **Subd. 1. Base Contract Adjustment.** If the paid credit level exceeds the initial contract
46 and the initial contract was less than base plus 30 extended days, those paid credits will be
47 used to award management faculty extended days up to a maximum of 30.
48

1 **A. Overload** Paid credits in excess of those used for extended days will be used to award
2 overload to management faculty according to the Management Education Program
3 Workload Matrix if authorized in advance by the college president or designee.
4

5 **B. Payment**. Salary will be paid beginning with the second full pay period following the
6 calculation.
7

8 **Subd. 2. Final Calculation** A second and final calculation of additional workload will be
9 made according to paid credits at the close of the business day on June 30. If the paid credit
10 level exceeds the workload level determined in the first workload modification calculation,
11 additional extended days will be awarded up to a total maximum of the 30 days. These work
12 days must be identified by management faculty prior to the payment of the salary.

13 Additional paid credits in excess of those used for extended days will be used to award
14 overload to management faculty up to the maximum identified by the college president or
15 designee according to the Management Education Program Workload Matrix.
16

17 **A. Overload** Paid credits in excess of those used for extended days will be used to award
18 overload to management faculty according to the Management Education Program
19 Workload Matrix if authorized in advance by the college president or designee.
20

21 **B. Payment**. Salary will be paid the first full pay period in July.
22

23 **Section 5. New Management Faculty to a Program or Site.** Management faculty new to a
24 program or site are expected to reach the Initial Contract credit expectation by their third year.
25 New faculty shall be awarded extended day and overload according to the same guidelines
26 established for other management faculty if they meet the credit expectations established in the
27 Management Education Program Workload Matrix.
28

29 During the Management Faculty's first two years, when they are allowed to deliver less than the
30 expected credit load, administration may, when additional time is needed to establish/expand the
31 program, award additional base and extended days beyond those earned according to the
32 guidelines established for other management instructors. These additional days may be awarded
33 at any time during the fiscal year. During the third and fourth years, the administration may
34 award additional days to the initial contract.
35

36 **Section 6. Full-time Status for Faculty.** Faculty are considered full time if the paid credits
37 delivered are at least ninety-five per cent (95%) of the base expectation.
38

39 **Section 7. Management Education Program Workload Matrix.** See Appendix A.
40
41

42 **ARTICLE 13** 43 **WAGES** 44

45 The evaluation of each faculty member's credentials for initial salary schedule placement in
46 accordance with this contract will be conducted in the Office of the Chancellor. Each applicant
47 who is offered employment shall, at the time of the offer, be so notified in writing and shall be
48 required to complete the salary schedule placement application forms. The faculty member and
49 the MSCF's designee shall be notified concurrently in writing of the final column and step
50 determination. Challenges to the salary schedule placement shall be raised by either the

1 individual faculty member or the MSCF within thirty (30) working days of receipt of the written
2 placement **to be considered**. For faculty members hired on or after July 1, 2002, requests for re-
3 evaluation will be granted one time during the employment of the faculty member. Such
4 requests shall be made no later than the end of the first year following completion of probation.
5 Such requests for temporary full-time and temporary part-time faculty shall be made no later
6 than the end of six (6) semesters of employment.
7

8 **Section 1. Step Placement.** Credit for full-time teaching experience and/or relevant work
9 experience, (as determined by the college president or designee), shall be granted on a one (1) for
10 one (1) basis according to the aggregate of experience. Credit for teaching experience shall be
11 granted regardless of the level of teaching or the discipline area of teaching. Full-time
12 appropriate employment for one (1) academic year shall count as one (1) year of experience and
13 all time worked may be counted, but in no instance can more than one (1) year of experience
14 credit be earned in a fiscal year. A faculty member with one year of experience shall be placed
15 on the salary schedule at a minimum of step two. Credit for military experience shall be granted
16 only in cases where the faculty member leaves the college for military service and returns to the
17 college after completion of the service and then shall be on a one (1) for one (1) basis.
18

19 The initial step placement shall reflect the number of years of experience for which credit is
20 given on the salary schedule and will be determined at the college. Initial placement shall not
21 exceed the number of years of experience for which credit is given except as noted below.
22

23 "Initial" step placement may exceed the actual number of years of experience when a college
24 takes over a program from another institution and also takes over the faculty members in the
25 program, in which case the Employer may allow placement above the steps defined above
26 providing the placement is not more than the next step above the faculty member's former salary.
27 Step placement may also exceed the actual number of years of experience when new faculty
28 members who have previously been employed as unlimited full-time, unlimited part-time, or
29 temporary full-time faculty by the state colleges are re-employed. Such faculty members shall
30 be placed on the salary schedule as if their step movement had not been interrupted if the faculty
31 member has relevant interim work experience on a one (1) year for one (1) step basis. The
32 "initial" step placement of an individual faculty member may also exceed the actual number of
33 years of work experience based on a request for waiver by the college administration upon
34 agreement of the Office of the Chancellor after consultation with the MSCF.
35

36 Step placement for any faculty member shall be determined and implemented at the beginning of
37 any semester or of the extra days that precede the semester.
38

39 If a probationary faculty member has a total experience that is in fractional years and if that
40 faculty member is hired after the commencement of the fall semester the fractional year of
41 experience may be combined with their experience in the system for purposes of step movement
42 for the following academic year.
43

44 If an adjunct faculty member whose previous employment was limited to the per-credit rate of
45 pay is employed as a probationary faculty member, such faculty member shall be given credit for
46 all appropriate experience including the work in the state colleges and the state universities.
47

48 **Section 2. Column Placement.** Column placement shall reflect the amount of preparation for
49 which credit is given. Column placement for new faculty members shall be established at the

1 Office of the Chancellor and shall go into effect at the beginning of employment. An average
2 grade of "B" must be maintained.

3
4 **Column I.** All faculty members who do not possess the academic credentials described
5 below shall be placed on Column I.

6
7 **Column II.** A Bachelor's degree or one hundred twenty (120) undergraduate semester
8 credits.

9
10 **Column III.** Master's degree in the credential field, or a master's degree with fifteen (15)
11 graduate semester credits (twenty-three (23) graduate quarter credits) in the credential field,
12 or bachelor's degree with twenty-four (24) graduate semester credits (thirty-six (36) graduate
13 quarter credits) in the credential field.

14
15 **Column IV.** A master's or doctoral degree with thirty (30) graduate semester credits (forty-
16 five (45) graduate quarter credits) in the credential field.

17
18 **Column V.** A master's or doctoral degree with forty-five (45) graduate semester credits
19 (sixty-eight (68) graduate quarter credits) in the credential field.

20
21 **Subd. 1. Advanced Degrees and Credits.** A Master's degree in Education, Curriculum and
22 Instruction, Vocational Education or equivalent shall be considered "in credential field" for
23 all instructors who teach in an occupational or technical area in which there is no advanced
24 degree available.

25
26 Advanced professional degrees may substitute for the master's degree for column movement
27 beyond Column III if all other requirements are met. A faculty member with an assignment
28 or a credential field of Accounting with a C.P.A. or a C.M.A. shall be placed on Column III
29 when the faculty member holds a B.A. degree in accounting, but will have to meet the other
30 requirements for Column IV and Column V.

31
32 Credits will be considered to be graduate-level credits if such credits are granted by a
33 recognized institution of higher education that grants graduate level degrees and the faculty
34 member was granted graduate credit for the courses.

35
36 Professional school credits may count as graduate credits if they are in the credential field of
37 the faculty member.

38
39 **Subd. 2. Column Placement for Former UTCE Bargaining Unit Members.** Each former
40 UTCE bargaining unit faculty member who applies will have the application reviewed on the
41 basis of education, training and/or experiences for the purpose of being placed on a different
42 column, and when verified, a column change will be granted. The Office of the Chancellor
43 shall review the application.

44
45
46 **Section 3. Column Change and Documentation.** When a faculty member applies, the
47 application for a column change shall be reviewed on the basis of additional education, training
48 and/or experiences gained after original placement or the previous column change, and when
49 verified, a column change shall be granted. The Office of the Chancellor shall review the
50 application.

1
2 **Subd. 1. Eligibility to Advance a Column.** A column change may be made at the start of
3 any semester or of the extra days or weeks that precede the semester. A column change may
4 be made by the completion of academic requirements as required for the column. A column
5 change must be documented and established as follows:
6

- 7 A. The faculty member must provide to the college human resources designee a written
8 statement of intent to change columns, with either copies of official transcripts to
9 document a column change or a written statement verifying that requirements for a
10 column change have been completed prior to the start of the semester. This material shall
11 be delivered to the college human resources designee before the start of such semester or
12 sent by certified mail prior to the start of such semester.
13
- 14 B. When documentation for a column change is provided to and a column change is verified
15 by the Office of the Chancellor, the salary of the faculty member will be adjusted
16 accordingly and such adjustment will apply retroactively to the start of the faculty
17 member's assignment for the semester referred to in paragraph A. above or the weeks
18 attached to such semester.
19
- 20 C. Column changes based on changes of assignment or credential field may occur at the
21 beginning of any academic semester.
22
- 23 D. A change of the assignment or credential field shall not result in a decrease in pay for a
24 faculty member.
25
- 26 E. When the name of the assignment or credential field area of a faculty member is not the
27 same as that of an academic department such as history, sociology, etc., and is an
28 assignment or credential field which cuts across disciplinary lines, then the determination
29 as to which credits will count as in credential field for such a faculty member will be
30 made by the Office of the Chancellor.
31

32 **Subd. 2. Credits for In-Credential Field for Liberal Arts.** Credits will be counted as “in-
33 credential field” when:
34

- 35 A. The college department offering the course has the same name as the assignment or
36 credential field of the faculty member.
37
- 38 B. The course title indicates that the course is intended for the faculty member's assignment
39 or credential field.
40
- 41 C. The course description states that the course is intended specifically for the assignment or
42 credential field.
43
- 44 D. The faculty member has received written pre-approval from the college president or
45 designee. A copy of the approval shall be forwarded to the Office of the Chancellor and
46 MSCF. The written pre-approval of specific courses for individuals will not set a
47 precedent at the college or system-wide.
48
- 49 E. In the case of librarians, up to eight (8) graduate semester (twelve (12) graduate quarter)
50 credits in a combination of two (2) or more academic disciplines may be counted “in

1 credential field” for movement to Column IV, and up to ten (10) graduate semester
2 (fifteen (15) graduate quarter) credits in a combination of two (2) or more academic
3 disciplines may be counted as “in credential field” for movement to Column V.
4

5 F. Faculty who are consistently assigned in a discipline other than in their credential field(s)
6 shall be granted “in-credential field” credit for graduate credits in the discipline of the
7 other assignment(s). For this purpose, “consistently” shall be defined as at least one
8 course per semester for two or more academic years and the college president verifies
9 that the assignment will continue.

10
11 G. Undergraduate credits, if approved by the Office of the Chancellor or designee prior to
12 enrollment in the course, shall be counted as "in-credential field" graduate credit.
13

14 **Subd. 3. Credits for In-Credential Field for Occupational and Technical Areas.** Current
15 faculty members will be granted “in-credential field” without any limitation if the credits are
16 “in field” or a part of a pre-approved degree or pre-approved on a course-by-course basis.
17

18 A. If the faculty member holds a Master’s degree, then only graduate courses “in credential
19 field” will be approved, when “in credential field” graduate courses are available. If “in
20 credential field” graduate courses are not available, then pre-approved other graduate
21 courses or relevant pre-approved undergraduate courses will be granted.
22

23 B. If the faculty member holds a Bachelor’s degree, then pre-approved graduate courses
24 required for a Master’s degree in Education, Vocational Education, or Curriculum and
25 Instruction will be granted.
26

27 C. If the faculty member does not hold either a Bachelor’s or a Master’s degree, then pre-
28 approved relevant undergraduate courses will be granted.
29

30 **Subd. 4. Licensed Faculty Members Without Degrees.** Faculty members who do not hold
31 a master’s degree shall be granted a column change from either Column I to Column II or
32 from Column II to Column III upon completion of the requirements for and the issuance of a
33 five (5) year renewed license. The column change shall be effective upon verification of the
34 license having been issued.
35

36 **Subd. 5. Licensed Faculty Members Column Changes.** Faculty members who hold
37 licenses shall become eligible for the column change language in this Section effective on
38 February 1, 2003.
39

40 **Subd. 6. Grand Parented Former MCCFA Column Language.** Until June 30, 2004,
41 faculty members who filed a letter of intent by June 20, 2000 with the college human
42 resources office may utilize either the requirements as outlined above or the provisions
43 contained in the 1998-99 MCCFA Labor Agreement to complete a **column change**.
44

45 **Section 4. Step Movement.** This section is reserved for potential use in the future.
46

47 **Section 5. Salary Schedules.**
48

1 **Subd. 1. 2001-2002 Salary Schedule.** The salary schedule for the 2001-2002 academic
 2 year, to be effective July 1, 2001, shall be as the salary schedules that were in effect for the
 3 2000-2001 academic year.
 4

STEPS	FORMER UTCE	COLUMN I	COLUMN II	COLUMN III	COLUMN IV
01	28,700	26,816	30,789	32,386	35,739
02	30,200	28,156	32,329	34,004	37,525
03	31,700	29,563	33,944	35,704	39,401
04	33,200	31,041	35,641	37,488	41,370
05	34,700	32,592	37,422	39,361	43,437
06	36,200	34,221	39,292	41,328	45,608
07	37,700	35,931	41,256	43,394	47,887
08	39,200	37,727	43,317	45,563	50,281
09	40,700	39,612	45,482	47,804	52,793
10	42,200	41,592	47,755	50,230	55,432
11	43,700	43,671	50,142	52,741	58,202
12	45,200	45,853	52,648	55,376	61,111
13	46,700				
14	48,200				
15	49,700				
16	51,200				
17	52,700				
18	54,200				
19	55,700				
20	57,200				
21	58,700				
22	60,200				

5
 6 **Former MCCFA Faculty Members:** Full-time faculty members on columns I, II, III, and
 7 IV above shall receive a one-time lump sum salary increase of four thousand eight hundred
 8 dollars (\$4,800.00). Part-time faculty shall receive a pro rata portion of the lump sum salary
 9 increase based on actual F.T.E. of work assigned.

10
 11 **Former UTCE Faculty Members:** Full-time faculty members on the former UTCE column
 12 above shall receive a one-time lump sum salary increase of one thousand dollars (\$1,000.00)
 13 for the 2001-2002 academic year and one thousand dollars (\$1,000.00) for the 2002-2003
 14 academic year. In addition, on July 1, 2002, faculty members on the former UTCE column
 15 shall be granted steps in accordance with the 1999-01 Contract. Such steps shall not exceed
 16 two (2) per academic year or three (3) over the period of academic years 2000-2001 and
 17 2001-2002. Faculty members will also receive a one-time lump sum of one hundred fifty
 18 dollars (\$150.00) for all additional salary units not used in the movement as described herein.
 19 Part-time faculty shall receive a pro rata portion of the lump sum salary increase based on
 20 actual F.T.E. of work assigned.

21
 22 **Subd. 2. 2002-2003 Salary Schedule.** Each faculty member shall be placed on the 2002-
 23 2003 salary schedule in accordance to the following:
 24

25 **Former MCCFA Faculty Members:** Each faculty member on Column I who does not hold
 26 a Bachelor's degree shall be placed on Column I of the transition salary schedule at the base
 27 salary that is closest to but not less than his/her current base salary. Each faculty member on
 28 Column I who holds a Bachelor's degree shall be placed on Column II of the transition salary

1 schedule at the base salary that is closest to but not less than his/her current base salary.
 2 Each faculty member on Column II shall be placed on Column III of the transition salary
 3 schedule at the base salary that is closest to but not less than his/her current base salary.
 4 Each faculty member on Column III shall be placed on Column IV of the transition salary
 5 schedule at the base salary that is closest to but not less than his/her current base salary.
 6 Each faculty member on Column IV shall be placed on Column V of the transition salary
 7 schedule at the base salary that is closest to but not less than his/her current base salary.

8
 9 Each faculty member shall then be placed on the 2002-2003 salary schedule and advance one
 10 step except that faculty members who are on Column V, Step 12 shall be advanced two steps.

11
 12 **Former UTCE Faculty Members.** Each faculty member shall be placed on Column I of the
 13 transition salary schedule at the base salary that is closest to but not less than their current
 14 base salary. Each faculty member shall then be placed on the 2002-2003 salary schedule and
 15 advance one step.

16
 17 The transition salary schedule is as follows:

18

STEPS	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
01	28,750	32,250	35,750	39,250	42,750
02	30,500	34,000	37,500	41,000	44,500
03	32,250	35,750	39,250	42,750	46,250
04	34,000	37,500	41,000	44,500	48,000
05	35,750	39,250	42,750	46,250	49,750
06	37,500	41,000	44,500	48,000	51,500
07	39,250	42,750	46,250	49,750	53,250
08	41,000	44,500	48,000	51,500	55,000
09	42,750	46,250	49,750	53,250	56,750
10	44,500	48,000	51,500	55,000	58,500
11	46,250	49,750	53,250	56,750	60,250
12	48,000	51,500	55,000	58,500	62,000
13	49,750	53,250	56,750	60,250	63,750
14	51,500	55,000	58,500	62,000	65,500
15	53,250	56,750	60,250	63,750	
16	55,000	58,500	62,000	65,500	
17	56,750	60,250	63,750		
18	58,500	62,000	65,500		
19	60,250	63,750			
20	62,000	65,500			
21	63,750				
22	65,500				

19
 20 The salary schedule for the 2002-2003 academic year, to be effective January 1, 2003, shall
 21 be as follows:
 22

STEPS	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
01	30,000	33,500	37,000	40,500	44,000
02	31,750	35,250	38,750	42,250	45,750
03	33,500	37,000	40,500	44,000	47,500
04	35,250	38,750	42,250	45,750	49,250
05	37,000	40,500	44,000	47,500	51,000
06	38,750	42,250	45,750	49,250	52,750
07	40,500	44,000	47,500	51,000	54,500
08	42,250	45,750	49,250	52,750	56,250
09	44,000	47,500	51,000	54,500	58,000
10	45,750	49,250	52,750	56,250	59,750
11	47,500	51,000	54,500	58,000	61,500
12	49,250	52,750	56,250	59,750	63,250
13	51,000	54,500	58,000	61,500	65,000
14	52,750	56,250	59,750	63,250	66,750
15	54,500	58,000	61,500	65,000	
16	56,250	59,750	63,250	66,750	
17	58,000	61,500	65,000		
18	59,750	63,250	66,750		
19	61,500	65,000			
20	63,250	66,750			
21	65,000				
22	66,750				

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Section 6. Customized Training Instructors. The compensation for customized training faculty, as defined in Article 28, Section 1, shall be agreed to by the College President or designee and the faculty member with a copy of such agreements to the local grievance representative.

Section 7. Miscellaneous Wages. Non-credit teaching, if not part of assigned load, shall be paid to faculty members on the same basis as to others with like assignments.

Miscellaneous duties paid for from the all college fund shall be paid to faculty members on the same basis as to others with like assignments. Payment for assignments for mentoring/monitoring instruction in the college/high school credit programs shall be paid on a pro rata credit equivalent basis.

Section 8. Life/Work Experience Evaluation and Test Outs. A faculty member who agrees to evaluate a student’s life/work experience application for the purpose of college credit shall be paid at the rate of fifteen dollars (\$15) per lecture credit and thirty dollars (\$30) per lab credit.

A faculty member who agrees to conduct student test outs for the purpose of acquiring college credit without participating in the regular class shall be paid at the rate of fifteen dollars (\$15) per lecture credit and thirty dollars (\$30) per lab credit.

Section 9. Extended Contracts. Extended contracts or extra days worked prior to July 1 shall be compensated on the previous academic year base salary. Extended contracts or extra days worked on or after July 1 shall be compensated based on the subsequent academic year base salary.

1 **Section 10. Summer Session Wages.** Faculty members employed for the summer session(s)
2 shall be paid on the basis of the number of credits taught. Unlimited full-time and unlimited
3 part-time faculty members, and other faculty members teaching more than three (3) credits for
4 the summer session, shall be paid a pro-ration of the faculty member's salary schedule for the
5 previous academic year.

6
7 **Section 11. Temporary Part-time and Adjunct Faculty Wages.** Prior to accepting a part-time
8 appointment, the applicant(s) shall provide the college with information pertaining to current or
9 anticipated employment at another state college.

10
11 **Subd. 1. Temporary Part-time.** Temporary part-time faculty members, teaching five (5) or
12 more credits per semester during an academic year shall be paid a pro-ration of the
13 appropriate position on the salary schedule for that academic year. Temporary part-time
14 contracts shall be semester by semester.

15
16 **Subd. 2. Adjunct.** Adjunct faculty members who teach fewer than five (5) credits per
17 semester shall be compensated at the rate of five hundred and twenty-five dollars (\$525) to
18 one thousand fifty dollars (\$1,050) per semester credit. If a temporary faculty member is
19 rehired for a subsequent year, the faculty member shall be entitled to a minimum increase of
20 one hundred dollars (\$100) per credit up to the maximum of one thousand fifty dollars
21 (\$1,050). An assignment in an academic year qualifies the faculty member to move up the
22 pay increase progression if hired during a subsequent academic year. Current temporary
23 part-time faculty will not be reduced in the wage per credit and will be granted a minimum
24 increase of one hundred dollars (\$100) if employed during the previous academic year.

25
26 **Section 12. Unlimited Part-time Wages.** Unlimited part-time faculty members shall be paid a
27 pro-ration of the appropriate position on the salary schedule for all work assigned. Unlimited
28 part-time faculty members will be paid according to credits taught on a semester-by-semester
29 basis. Unlimited part-time faculty members whose assignments do not meet their minimum
30 guaranteed appointment shall be compensated for the balance of their appointment in the spring
31 semester. However, unlimited part-time faculty members may be given additional assignments
32 consistent with Article 11 to meet the minimum guaranteed appointment.

33
34 **Section 13. Substitute Wages.** Faculty members who are included in the MSCF bargaining
35 unit and are assigned to provide substitute services shall be paid according to the following:

36
37 **Subd. 1.** The nature of the assignment, including load, shall be determined prior to
38 acceptance of the assignment by the faculty member.

39
40 **Subd. 2.** Faculty members who are assigned to provide substitute services for short-term
41 absences where there are no or minimal responsibilities outside the classroom shall be paid
42 an hourly rate that is established by first dividing the individual annual base salary amount by
43 one hundred and seventy-one (171) days and then dividing the quotient by seven (7) hours.
44 The amount paid shall be for the actual number of hours assigned. Short-term substitute
45 wages shall not count against the overload maximum.

46
47 **Subd. 3.** Faculty members who are assigned to provide full substitute services
48 commensurate to the duties of the faculty member being replaced shall be paid by FTE of the
49 work provided.

1 **Subd. 4.** An assignment to substitute may cause a faculty member to move from the per-
2 credit rate to a pro rata salary schedule pay level.

3
4 **Section 14. Applied Music.**

5
6 **Subd. 1. Credit Equivalency.** Part-time music instructors who also teach applied music
7 during the academic year will receive credit equivalency of one (1) credit for every five (5)
8 students with each student being equal to one-fifth (1/5) of a credit.

9
10 **Subd. 2. Private Lesson Rate.** Applied music instruction provided by part-time instructors
11 who teach only applied music shall be paid at the rate of at least \$127.50 per semester for
12 each one-half (1/2) hour lesson per week.

13
14 **Subd. 3. Uniform Application.** The applied music instruction pay rate shall be applied
15 uniformly at the college.

16
17 **Section 15. Coaching Salaries.** Coaches and assistant coaches shall receive pro rata pay when
18 coaching a student activity whose credit equivalency exceeds three (3) credits. The credits
19 allocated may be distributed over two (2) semesters whenever the actual season of the activity
20 occurs over two (2) semesters. When a student activity has more than one (1) assistant coach
21 assigned, the credit equivalency will be divided between/among coaches to reflect the
22 assignment. Individuals who volunteer to assist during college athletic practices and/or events
23 shall not be identified as coaches or assistant coaches.

24
25 **Section 16. Overload Assignments.**

- 26
27 A. An overload assignment shall be defined as any assignment to a faculty member that
28 exceeds the workload assignment limitations in this contract. Overload assignments must
29 be mutually agreed upon between the faculty member and the college president or
30 designee.
- 31
32 B. The total payment for non-credit teaching, summer school teaching, overload, and extra
33 days shall not exceed forty percent (40%) of the faculty member's schedule salary, except
34 in cases where the conditions of an outside grant requires additional days, or except as
35 specified in Article 11, Section 2, Subd. 8 and Section 3, Subd. 3. The forty percent
36 (40%) total for a given year refers to the academic year and the extra days assigned
37 during the fiscal year in which the academic year occurs.
- 38
39 C. When offered to a full-time unlimited instructor, overload shall first be offered to full-
40 time unlimited instructors within the assigned field or licensed area, except where
41 provisions of a grant require an exception to this provision.
- 42
43 D. The exceptions in paragraph B. above shall include grants and honoraria, including those
44 from college foundations, that faculty apply for competitively and that are dispersed
45 through payroll.
- 46
47 E. The activities listed in paragraphs B and D above must be non-student contact. C.B.E.
48 evaluation payments, customized training compensation, and short- term substitute
49 faculty work shall not count toward the overload restriction. The guiding principle is that
50 whenever assignments require student contact, approval for exception to the forty percent

1 (40%) restriction must be granted prior to the assignment. The previous two (2)
2 memoranda on minority interns and Bush grants remain in effect.
3

4 **Section 17. Health/Dental Expense Accounts.** The Employer agrees to provide insurance
5 eligible faculty members with the option to pay for the employee portion of health and dental
6 premiums on a pretax basis as permitted by law or regulation. The Employer also agrees to allow
7 faculty members to cover co-payments, deductibles and other medical and dental expenses or
8 expenses for services not covered by health or dental insurance as permitted by law or regulation,
9 up to a maximum of five thousand dollars (\$5,000) per insurance year.
10

11 **Section 18. Dependent Care Expense Account.** The Employer agrees to provide insurance-
12 eligible faculty members with the option to participate in a dependent care reimbursement
13 program for work-related dependent care expenses on a pretax basis as permitted by law or
14 regulation.
15

16 **Section 19. Other Pre-tax Expense Account.** The Employer agrees to provide faculty
17 members with the option to participate in a expense account for payment of parking fees and
18 transit expenses on a pretax basis as permitted by law or regulation.
19

20 **Section 20. Appeals.** Any grievances filed under this article shall be filed initially at Step 02 of
21 the grievance procedure consistent with time limits provided therein.
22
23

24 **ARTICLE 14** 25 **LEAVES OF ABSENCE WITH PAY**

26
27 **Section 1. Compensation.** Faculty members will receive compensation for all paid leave days
28 equal to compensation received for a regular duty day, as described in this Contract. Accrual of
29 all benefits (seniority, salary advancement, retirement, insurances, etc.) continues uninterrupted
30 during any paid leave.
31

32 **Section 2. Communicating Absence.** A faculty member who finds it necessary to be absent
33 shall communicate with the state college official to whom the faculty member is responsible, in
34 accordance with college policy, in advance whenever possible.
35

36 **Section 3. Sick Leave.** Upon initial employment each full-time faculty member shall be
37 credited with twenty (20) days of sick leave allowance. At the beginning of the third academic
38 year of employment and each academic year thereafter, each full-time faculty member shall be
39 credited with ten (10) days of sick leave allowance to be used for approved absences necessitated
40 by reason of illness or injury, by necessity for dental or medical care, by exposure to contagious
41 disease so that attendance on duty may endanger the health of other faculty members or the
42 public, or the illness of the faculty member's spouse, minor children, or parent, or spouse's
43 parents, and other residents of the faculty member's household for such periods as the faculty
44 member's attendance shall be necessary. Sick leave credited to a faculty member in advance is
45 earned at the rate of ten (10) days per academic year. If a faculty member separates and has used
46 more sick leave than has been earned, such faculty member shall reimburse the Employer for any
47 such overpayment.
48

49 **Subd. 1. Adoption Leave.** A faculty member shall be granted up to five (5) days, charged
50 against sick leave, for placement of an adoptive or foster child.

1
2 **Subd. 2. Accumulation of Sick Leave.** Unused sick leave may be accumulated to a
3 maximum of one hundred and twelve (112) days. Sick leave earned over the maximum will
4 be considered lapsed but shall be recorded to the faculty member's credit. In the event that a
5 faculty member with an illness exhausts the current accumulated sick leave and has lapsed
6 sick leave recorded to the faculty member's credit, additional sick leave shall be granted by
7 the president upon valid medical documentation, to the extent required by the faculty
8 member's illness, but not to exceed the total amount of lapsed sick leave.
9

10 **Subd. 3. Maternity Use of Sick Leave.** Sick leave may be used for maternity- related
11 disability. The length of time shall be limited to the number of days that the attending
12 physician certifies is maternity-related or the number of accumulated sick leave days,
13 whichever is less.
14

15 **Subd. 4. Sick Leave Usage.** Sick leave may be taken in full day or one-half (1/2) day
16 increments. Faculty who have accrued a fractional day other than one-half (1/2) day may
17 also use that fractional day.
18

19 **Subd. 5. Additional Sick Leave.** One (1) additional day of sick leave allowance shall be
20 credited to each faculty member for every multiple of twenty (20) days or every multiple of
21 three (3) credits assigned during a summer session or as extra days. If less than full-time, it
22 shall be prorated. No more than three (3) additional days shall be accrued per the provisions
23 of this subdivision.
24

25 **Subd. 6. Reinstatement of Sick Leave.** A faculty member who is reinstated or re-
26 appointed to the Minnesota State Colleges within four (4) years from the date of resignation
27 or retirement may, at the Employer's discretion, have the accumulated but unused sick leave
28 balance restored and posted to the faculty member's credit provided such sick leave was
29 accrued in accord with the provisions of this contract. However, upon reinstatement or rehire,
30 a faculty member who received severance pay shall have sick leave restored in an amount
31 equal to the sick leave balance not liquidated as severance pay at the time of separation or
32 may buy back the total amount of sick leave previously paid off as severance by paying the
33 college at the time of reinstatement or rehire the gross amount of dollars previously paid out.
34

35 **Section 4. Bereavement Leave.** A faculty member shall be granted up to five (5) days of
36 approved leave as necessary for bereavement purposes. Bereavement leave of up to five (5) days
37 shall not be deducted from sick leave in the event of death in the immediate family or of death of
38 any individual who is named a beneficiary in the individual's retirement program. The term
39 "immediate family" shall mean: spouse, parents, parents of spouse, guardian, children,
40 grandchildren, brothers, sisters, grandparents or wards of the faculty member or of the faculty
41 member's spouse or other residents of the faculty member's household. If additional
42 bereavement leave is requested beyond the five (5) days for an "immediate family" member, the
43 approved bereavement leave shall be deducted from sick leave. Upon consultation with the
44 administration, bereavement leave for a faculty member for a person of a close relationship may
45 also be approved and deducted from sick leave.
46

47 **Section 5. Personal Leave.** Each full-time faculty member shall accrue two (2) days of
48 personal leave per academic year. Such leave shall be credited at the beginning of each
49 academic year provided that the total accumulated personal leave does not exceed eight (8) days.
50

1 A faculty member may use no more than three (3) days in any semester. However, if approved
2 by the college president a fourth and/or fifth day may be used. Prior approval may only be
3 required if more than ten per cent (10%) of the faculty at a campus request personal leave on any
4 given day.

5
6 Personal leave may be taken in full day or one-half (½) day increments. Faculty members who
7 have accrued a fractional day other than a one-half (1/2) day may also use that fractional day.

8
9 **Section 6. Pro Rata.** The provisions of Section 3., Sick Leave, Section 5., Bereavement Leave
10 and Section 6., Personal Leave, above shall apply on a pro rata basis to all unlimited part-time
11 and temporary part-time faculty members.

12
13 **Section 7. Advanced Degree or Certification Leave.** Upon application, a faculty member
14 shall receive a leave of up to five (5) days to take written or oral exams for an advanced degree
15 or certification.

16
17 **Section 8. Legal Leave.**

18
19 **Subd. 1. Jury Leave.** A faculty member shall be excused from work for jury service. For
20 the duration of such leave the faculty member shall be paid his/her regular pay. The faculty
21 member will retain payments received for jury service.

22
23 **Subd. 2. Court Appearance Leave.** Leave shall be granted for appearance before a court,
24 legislative committee, or other judicial or quasi-judicial bodies in response to a subpoena or
25 other direction of proper authority for job related purposes other than those initiated by the
26 employee or the exclusive representative. Leave shall also be granted for attendance in court
27 in connection with an employee's official duty, which shall include any necessary travel
28 time. Such faculty member shall be paid his/her regular rate of pay but shall remit to his/her
29 Appointing Authority the amount received, exclusive of expenses, for serving as a witness, as
30 required by the court.

31
32 **Section 9. Military Leave.** Up to fifteen (15) working days leave per calendar year shall be
33 granted to members of a reserve force of the United States or of the State of Minnesota and who
34 are ordered by the appropriate authorities to attend a training program or perform any other
35 duties under the supervision of the United States or of the State of Minnesota during the period
36 of such activity.

37
38 **Section 10. Accounting of Leave Status.** At the end of each fiscal year, an accounting of sick,
39 personal and unpaid leave status will be provided to each unlimited faculty member by the
40 faculty member's college. Upon request, temporary full-time and temporary part-time faculty
41 members shall also receive an accounting of their accrued leave.

42
43 **Section 11. Leave Benefit Accumulations.** Leave benefit accumulations accrued on the basis
44 of service prior to the signing of this contract shall be retained by the faculty member after such
45 signing.

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4 **ARTICLE 15**
5 **LEAVES OF ABSENCE WITHOUT PAY**

6
7 **Section 1. Benefits.** A faculty member on an unpaid leave of absence that exceeds ten (10)
8 working days duration shall:

- 9 A. Be reinstated to his/her original position or to a position of similar status and pay.
10 B. Retain seniority accrual, salary and benefit status and other advantages accrued prior to
11 taking the leave.
12 C. Not accrue or use sick leave or personal leave during the period of the unpaid leave.
13 D. Not receive service credit toward fulfillment of his/her probationary period.
14 E. Be eligible to continue benefits provided by this contract at his/her own expense during
15 the leave of absence.
16
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18

19 An unlimited faculty member who is granted an unpaid leave for up to one (1) full academic
20 semester shall, upon return, be placed on the salary schedule as if the faculty member's service
21 had been continuous in the system. Such faculty member must request use of this provision prior
22 to or immediately upon returning from the leave, and may be granted this provision once only
23 during the faculty member's career with the Employer. Such one (1) semester shall also be
24 counted as continuous service for purposes of seniority and service to count towards sabbatical
25 leave eligibility.
26

27 **Section 2. Military Leave.** Leave shall be granted to a faculty member who enters into active
28 military service in the armed forces of the United States for the period of military service, not to
29 exceed four (4) years.
30

31 **Section 3. Parenting Leave.** Faculty members are entitled to unpaid parenting leave under the
32 following conditions:
33

34 **Subd. 1. Eligibility.** The Employer shall grant parenting leave without pay to any faculty
35 member who requests such leave for the purpose of providing parental care to his or her
36 newborn, newly adopted, or newly foster-care placed child or children. The faculty member
37 must commence this leave within two (2) years of the birth or adoption or placement of the
38 foster child.
39

40 **Subd. 2. Duration** A faculty member may take a parenting leave of up to one (1) year by
41 notifying the Employer in writing stating the beginning date and length of the requested
42 leave. The request for parenting leave shall be submitted at least six (6) weeks before the
43 effective beginning date, except in the event of an emergency.
44

45 **Subd. 3. Extension.** The faculty member may elect to extend the parenting leave for an
46 additional six (6) months by notifying the Employer of this election in writing. The faculty
47 member's election to extend the leave shall be submitted at least six (6) weeks before the
48 ending date of the previously scheduled parenting leave.
49

1 **Subd. 4. Return from Leave.** In the event of interruption of pregnancy or cancellation of
2 adoption or foster care placement, the faculty member may cancel parenting leave, if it has
3 not already commenced. If the leave has commenced, the faculty member may return to duty
4 early in the event of interruption of the pregnancy or cancellation of adoption or foster care
5 placement upon giving six (6) weeks written notice to the Employer.
6

7 **Subd. 5. Leave Synchronization.** The initial leave or subsequent extension may be
8 adjusted by the College President to the next natural academic schedule break following the
9 scheduled ending date of the initial leave or subsequent extension of that leave.
10

11 **Subd. 6. Mutual Agreement.** The provisions of this section may be altered by mutual
12 agreement among the College President, the faculty member, and MSCF.
13

14 **Subd. 7. FMLA.** In the event a parenting leave granted under this Section qualifies for a
15 leave under the Family Medical Leave Act of 1993 (FMLA) the leaves shall run concurrently
16 and the faculty member shall be entitled to any benefits under the FMLA for which s/he is
17 eligible.
18

19 **Section 4. General Leave.** A faculty member shall be considered for a general leave that the
20 Employer may grant under the following conditions:
21

22 **Subd. 1. Duration.** A general leave of absence shall be for a maximum of one (1) year.
23 Upon request of the faculty member, up to two (2) one (1) year extensions of the leave may
24 be granted by the Employer. The Employer shall not arbitrarily deny a faculty member's
25 request for a general leave or an extension thereof. Leave for personal emergencies will be
26 granted.
27

28 **Subd. 2. Notice.** Except in the case of an emergency, a faculty member must give two (2)
29 months notice when applying for a general leave or for an extension of the general leave. A
30 faculty member's failure to return from the leave shall constitute a voluntary resignation and
31 the faculty member shall be severed from state service.
32

33 **Subd. 3. Mutual Agreement.** The provisions of this section may be altered by mutual
34 agreement among the College President, the faculty member, and MSCF.
35

36 **Subd. 4. General Leave for Teaching and Related Occupational Activities.** A faculty
37 member who is granted an unpaid leave specifically to do full time teaching elsewhere or
38 engages in other full time occupational endeavors that are related to the faculty member's
39 performance, expertise at the college, or credential field (except in cases of extended leaves
40 pursuant to M.S. 136F.43) shall, upon return, be placed on the salary schedule as if the
41 faculty member's service had been continuous in the system, and the time spent on such
42 leaves shall count for seniority purposes as well. When this type of unpaid leave is less than
43 or equal to one (1) academic year, the time spent on the leave shall count for sabbatical
44 eligibility.
45

46 **Section 5. Extended Leaves of Absence.** Full-time employees who are eligible and apply for
47 extended leave under M.S. 136F.43, Subd. 2. (a full-time faculty member who has been
48 employed by the state college and/or Minnesota State Colleges and Universities Board of
49 Trustees for at least five (5), years and has at least ten (10) years of allowable service as defined
50 in M.S. 354.05 Subd. 13.) may be granted a leave without pay of at least three (3) years, but no

1 more than five (5) years. An extended leave of absence pursuant to this section may be granted
2 only once. Denials of such leaves shall not be arbitrary, unreasonable or discriminatory.
3 Pursuant to M.S. 354.094, the state shall pay employer contributions into the fund for each year
4 for which a member who is on extended leave pays employee contributions into the fund. Such
5 contribution shall be based on the schedule salary amount the faculty member received in the
6 year immediately preceding the leave. In accordance with M.S. 136F.43, Subd. 5., the faculty
7 member will be placed back on the salary schedule at the same column and step the faculty
8 member was on at the time the leave was granted.

9
10 **Section 6. Religious Holidays.** Any faculty member who observes a religious holiday on a day
11 that does not fall on a Sunday or a legal holiday shall be entitled to such day off from
12 employment for such observance. Such day off shall be taken without pay, except where the
13 faculty member has unused personal leave, and in that case such day may be charged against the
14 personal leave of the faculty member upon request of the faculty member. The faculty member
15 shall notify the college in writing at least ten (10) days prior to the absence.

16
17
18 **ARTICLE 16**
19 **SICK LEAVE LIQUIDATION AND**
20 **FACULTY RETIREMENT PROVISIONS**

21
22 **Section 1. Sick Leave Liquidation.** A sick leave liquidation payment shall be granted to all
23 faculty members under the following provisions:

24
25 **Subd. 1. Eligibility.**

- 26
27 A. All faculty members who have completed twenty (20) years of continuous service shall
28 receive a sick leave liquidation payment upon separation from state service.
29
30 B. All faculty members who are separated by reason of death shall receive a sick leave
31 liquidation payment. Such payment shall be made to the beneficiary designated by the
32 faculty member under the Minnesota Teacher's Retirement Association or Individual
33 Retirement Account Plan.
34
35 C. Effective with layoff notices issued during the 2002-2003 academic year, all unlimited
36 full-time and unlimited part-time faculty members who are laid off from service in the
37 state colleges shall receive a sick leave liquidation payment.
38
39 D. Faculty members who separate from state service after ten (10) years of continuous state
40 service and whose combined years of service and age equal to or greater than sixty-eight
41 (68) shall also receive a sick leave liquidation payment.

42
43 **Subd. 2. Benefits.** The faculty member shall receive a sick leave liquidation payment in an
44 amount equal to forty percent (40%) of the faculty member's accumulated but unused sick
45 leave balance (not to exceed 112 days) plus twelve and one-half percent (12½%) of the
46 faculty member's accumulated but unused sick leave bank times the faculty member's regular
47 daily rate of pay at the time of separation. If necessary, accumulated but unused bank days
48 shall be added to the sick leave balance to attain the one hundred and twelve (112) days
49 maximum. Faculty members who become eligible for severance pay pursuant to Subd. 1. A,

1 C, and D above shall receive a lump sum payment during the pay period immediately
2 following their last pay period.

3
4 **Subd. 3. Reinstatement.** Should any faculty member who has received a sick leave
5 liquidation payment be subsequently reappointed to state service, eligibility for future a sick
6 leave liquidation payment shall be computed upon the difference between the amount of
7 accumulated but unused sick leave restored to the faculty member's credit at the time the
8 faculty member was reappointed and the amount of accumulated but unused sick leave at the
9 time of the faculty member's subsequent eligibility for a sick leave liquidation payment.
10 However, if the faculty member has bought back the total amount of sick leave previously
11 paid off on severance, eligibility for future a sick leave liquidation payment shall be
12 computed upon the amount of accumulated but unused sick leave to the faculty member's
13 credit at the time of the faculty member's subsequent eligibility for a sick leave liquidation
14 payment.

15
16 **Subd. 4. Age at Separation.** A faculty member who retires at the end of the academic year
17 will be considered to have retired as of the following July 1 for purposes of a sick leave
18 liquidation payment.

19
20 **Section 2. Early Retirement Incentive (for Former MCCFA Bargaining Unit Members).**

21
22 **Subd. 1. Sunset Provision.** Faculty members hired after June 30, 1995, shall not be eligible
23 for this early retirement incentive.

24
25 **Subd. 2. Eligibility.** In addition to the provisions of Section 1., any faculty member who
26 has served at least fifteen (15) years in the MCCFA bargaining unit, and is at least fifty-five
27 (55) years of age shall be eligible for early separation. Individual applications for early
28 retirement incentive will only be granted where it can be shown that the specific application
29 would prevent a layoff, allow the recall of a laid off faculty member and/or would result in a
30 cost savings to the system.

31
32 **Subd. 3. Compensation.** An eligible faculty member who elects early separation through
33 resignation or early retirement shall receive compensation equal to base salary. An eligible
34 faculty member who elects such early separation shall receive compensation equal to base
35 salary minus twenty percent (20%) of base salary for each year beyond age sixty (60). The
36 faculty member shall receive the compensation in two (2) equal annual payments: the first
37 upon separation and the second in the following year or on other reasonable terms as
38 conveyed by the faculty member and accepted by the administration.

39
40 **Subd. 4. Maintenance of Benefits.** The separated faculty member shall have the right to
41 continue, at the Employer's expense, health insurance benefits for one (1) year after
42 separation.

43
44 **Subd. 5. Early Separation.** Persons choosing early separation shall have eligibility for
45 early retirement payments determined in accordance with appropriate statutes and
46 regulations.

47
48 **Subd. 6. EEOC Window.** An MSCF faculty member older than age sixty (60) when s/he
49 completes the applicable service requirement in Subd. 2 above will also be eligible to receive
50 the full benefit of the early retirement incentive in Subd. 3 above if s/he:

- 1
2 A. Applies within one hundred and eighty (180) days of meeting the service requirement,
3 and
4 B. Separates no later than one hundred and eighty (180) days following the date of
5 application for the benefit.
6

7 Any faculty member eligible under this subdivision who does not elect early retirement
8 during the window but chooses to apply later will be compensated in accordance with the
9 applicable early retirement incentive provision outlined above.
10

11 **Section 3. Enhanced Sick Leave Liquidation Pay (for Former UTCE Bargaining Unit**
12 **Members).**

13
14 **Subd. 1. Eligibility.** Faculty members hired prior to July 1, 1995 who have reached age
15 fifty-five (55) and have fifteen (15) years of service shall be eligible for enhanced sick leave
16 liquidation pay under the following provisions:
17

- 18 A. All faculty members hired before July 1, 1995 who have reached age fifty-five (55) and
19 have fifteen (15) years of service shall be eligible for enhanced sick leave liquidation pay
20 upon permanent separation from state service.
21
22 B. All faculty members who are separated by reason of death shall receive enhanced sick
23 leave liquidation pay. Such payment shall be made to the beneficiary designated by the
24 faculty member under the Minnesota Teacher's Retirement Association, Retirement Plan
25 in a city of the first class, or Individual Retirement Account Plan.
26
27 C. All eligible unlimited full-time and unlimited part-time faculty members who are laid off
28 from service in the technical colleges shall receive enhanced sick leave liquidation pay.
29
30 D. Faculty members who retire from state service after ten (10) years of continuous state
31 service and who are immediately entitled at the time of retirement to receive an annuity
32 under a state retirement program shall, notwithstanding an election to defer payment of
33 the annuity, also receive enhanced sick leave liquidation pay.
34

35 **Subd. 2. Benefits.** The faculty member shall receive enhanced sick leave liquidation pay in
36 an amount equal to fifty percent (50%) of the faculty member's accumulated but unused sick
37 leave balance (not to exceed one hundred twelve (112) days) plus twelve and a half (12 ½%)
38 of the faculty member's accumulated but lapsed unused sick leave times the faculty
39 member's regular daily rate of pay at the time of separation. If necessary, accumulated but
40 unused bank days shall be added to the sick leave balance to attain one hundred twelve (112)
41 days maximum.
42

43 **Subd. 3. Reinstatement.** Should any faculty member who has received basic or enhanced
44 sick leave liquidation pay be subsequently re-appointed to state service, eligibility for future
45 sick leave liquidation pay shall be computed upon the difference between the amount of
46 accumulated but unused sick leave restored to the faculty member's credit at the time the
47 faculty member was re-appointed and the amount of accumulated but unused sick leave at the
48 time of the faculty member's subsequent eligibility for basic or enhanced sick leave
49 liquidation pay. However, if the faculty member has bought back the total amount of sick
50 leave previously paid off as sick leave liquidation pay, eligibility for future sick leave

1 liquidation pay shall be computed upon the amount of accumulated but unused sick leave to
2 the faculty member's credit at the time of the faculty member's subsequent eligibility for sick
3 leave liquidation pay.
4

5 **Section 4. Retirement Incentive Grandparent Clause for Former UTCE Bargaining Unit**
6 **Members.**
7

8 **Subd. 1. Eligibility.** Unlimited faculty members who as of July 1, 1995, have served at
9 least ten (10) years in Minnesota Technical College(s), and/or in a K-12 district(s) which was
10 the Employer for a technical college, shall be eligible for the retirement incentive and
11 severance except for post age sixty-five (65) insurance. The aggregate from the above-
12 described Employers shall be considered as single eligibility for the purposes of this section
13 where no break in service occurred. This section shall include Farm Business Management
14 (FBM), Small Business Management (SBM), or any other instructor who became the
15 employee of a technical college when a program was transferred, or is transferred, to a
16 technical college from a K-12 district.
17

18 **Subd. 2. Choices.** Those faculty who have ten (10) years of service as defined above by
19 July 1, 1995 will have a choice at the time of retirement to choose the early retirement and
20 severance provisions of their member district 1993-1995 contract from which they
21 transferred to the state on July 1, 1995, or the enhanced severance pay as provided in Section
22 3 above. In no event, however, will a faculty member be allowed to receive Employer
23 provided health insurance beyond age sixty-five (65). The Employer contribution shall
24 continue at the Employer dollar contribution in effect on the date of retirement.
25

26 **Subd. 3. EEOC Window.** An MSCF faculty member older than age fifty-five (55), who
27 met the ten (10) year service requirement as defined in this Section by July 1, 1995 will also
28 be eligible to receive the full benefit of the applicable retirement incentive of the former
29 1993-95 technical college/school district contract if s/he:
30

- 31 A. Applies within one hundred and eighty (180) days of meeting the age and service
32 requirement, and
- 33 B. Separates no later than one hundred and eighty (180) days following the date of
34 application for the benefit.
35

36 Any faculty member eligible under this subdivision who does not elect early retirement
37 during the window but chooses to apply later will be compensated in accordance with the
38 applicable early retirement incentive provision outlined in this Section or in Section 3 above.
39

40 **Section 5. Payment of Benefits.** Faculty members shall receive compensation for the benefits
41 outlined in Sections 3. and 4. in three (3) equal payments, the first upon separation, the second
42 on or about the first anniversary of separation and the remainder the following year not later than
43 one day prior to the second anniversary of separation.
44

45 **Section 6. Supplemental Retirement.** The Employer shall make a contribution in an amount
46 equal to the deductions made from the faculty member's salary. Deductions shall begin in the
47 faculty member's third year of employment.
48

1 Faculty members may withdraw their supplemental retirement funds in accordance with state and
2 federal laws and with State Board of Investment or other third-party provider requirements, if
3 applicable.
4

5 **Subd. 1. Former MCCFA.** Pursuant to M.S. 136.80, 136.81 and 356.24, the Employer shall
6 deduct from the salary of full-time faculty members a sum equal to five percent (5%) of the
7 annual salary paid after the first six thousand dollars (\$6,000) up to a maximum of two
8 thousand dollars (\$2,000.00) for all eligible faculty members in the former MCCFA
9 bargaining unit during the 2001-2002 academic year and up to a maximum of two thousand
10 two hundred dollars (\$2,200.00) for all eligible faculty members in the former MCCFA
11 bargaining unit during the 2002-2003 academic year to be paid into the Minnesota State
12 Colleges and Universities Supplemental Retirement Account of the retirement fund.
13

14 **Subd. 2. Former UTCE.** The Employer shall also deduct from the salary of full-time
15 faculty members a sum equal to five percent (5%) of the annual salary paid after the first six
16 thousand dollars (\$6000) up to a maximum of one thousand two hundred dollars (\$1,200.00)
17 for all eligible faculty members in the former UTCE bargaining unit during the 2001-2002
18 academic year and up to a maximum of one thousand six hundred dollars (\$1,600.00) for all
19 eligible faculty members in the former UTCE bargaining unit during the 2002-2003
20 academic year to be paid into the Minnesota State Colleges and Universities Supplemental
21 Retirement Account of the retirement fund.
22

23 **Subd. 3. New Hires.** Faculty members who become eligible for this benefit during the life
24 of this contract shall receive the benefits in Subd. 1. above.
25

26 **Section 7. Phased Retirement Program.**

27

28 **Subd. 1. Eligibility.** Pursuant to M.S. 354.66, unlimited full-time faculty members who are
29 fifty-five (55) years of age, and who have at least ten (10) FTE years of service credit in
30 Minnesota state colleges shall be granted, upon application, a phased retirement subject to
31 the provisions below.
32

33 In order for the phased retirement program to be easily understood and administered, the
34 MSCF and the Employer are in agreement to the following provisions:
35

36 **Subd. 2. Application Procedure.** Faculty members who are eligible may request in writing
37 to take part in the phased retirement program. Such written request shall be submitted prior
38 to the end of fall semester in the academic year prior to the year the reduction is going to
39 start. The length of the phased retirement period and the faculty member's annual workload
40 shall be mutually agreed to by the faculty member and the college president, subject to the
41 limitations in Subd. 3. Each application and any subsequent request for a change will be
42 considered on a case-by-case basis. The agreed upon arrangements shall be made in writing
43 between the faculty member and the college president. Faculty members who are
44 considering a sabbatical during phased retirement should include such intention in the
45 program application. A copy of the phased retirement agreement shall be forwarded to the
46 chancellor's designee and the MSCF.
47

48 **Subd. 3. Terms of Program.** The phased retirement agreement must meet the following
49 terms:
50

1 A. A length of time no less than one (1) year and no more than ten (10) years.

2
3 B. An annual workload no less than .33 FTE and no more than .67 FTE.

4 The level of reduction and the length of time of phased retirement may change upon mutual
5 agreement of the faculty member and the college president. At the end of the phased
6 retirement period the faculty member must retire from the Minnesota State Colleges and
7 Universities system, unless circumstances give cause for the faculty member and the college
8 president to end the phased retirement program early and the faculty member returns to full-
9 time employment. Faculty members who are in a phased retirement program shall be counted
10 as full-time for the purpose of meeting the hiring practices requirements contained in Article
11 18 of this contract.

12
13 The calculation of workload shall be in credits for faculty who teach plus a percentage of
14 additional days beyond the student contact time required. An example of the application of
15 this provision would mean that a fifty percent (50%) phased retirement plan would require
16 that the faculty member teach fifty per cent (50%) of the maximum load as outlined in
17 Article 10 and be responsible for fifty per cent (50%) of the administratively assigned duty
18 days regardless of the length of the semester.

19
20 **Subd. 4. Benefits.** The faculty member shall continue to receive insurance benefits and
21 payment toward Teacher's Retirement Account or IRAP as if working full time. Any faculty
22 member contributions toward insurance premiums will continue to be deducted from the
23 faculty member's paycheck. The faculty member shall be directly responsible for payment of
24 the faculty member's portion of TRA or IRAP. Faculty members who are on phased
25 retirement shall be treated as if they are regular full-time faculty when calculating early
26 retirement benefits and severance pay benefits.

27
28 A. Faculty members who are on phased retirement shall receive sick leave and personal leave
29 on a pro rata basis, i.e. if the phased retirement contract is for sixty-seven percent (67%),
30 then the faculty member will be granted 6.7 days of sick leave and 1.34 personal leave
31 days.

32
33 B. Faculty members are urged to select the twenty (20) pay option during the year prior to
34 phased retirement and continuing during the phased retirement program.

35
36 C. Overload restrictions shall be determined for a faculty member on phased retirement based
37 on the actual pay received during the fiscal year prior to the first year of a phased
38 retirement program.

39
40 D. Normal summer session rotation rights shall be maintained.

41
42 E. Faculty members shall maintain eligibility for a sabbatical and the benefits shall be the
43 same as for full-time faculty. Any remaining FTE needed to qualify during phased
44 retirement shall accrue on a pro rata basis. The return requirement shall also be satisfied
45 on a pro rata basis. The return requirement must be reachable in the plan in order to be
46 eligible for the sabbatical leave.

47
48 **Subd. 5. Limits on Access.** The number of faculty members at each college who will be
49 granted this option shall be limited to seven per cent (7%) of the number of unlimited full-

1 time faculty at the college or one (1), whichever is greater. Except in single person
2 programs/departments, no more than fifty per cent (50%) of the employees in an Assigned
3 Field or Licensed field may access the phased retirement program. If more applications are
4 received than the seven per cent (7%) limit or the fifty per cent (50%) department limit, the
5 approvals shall be granted on a seniority basis, with the most senior applicants being granted
6 first. In the event the campus limit is reached, an applicant in excess may be granted the
7 phased retirement program if the president and the Employer agree to the request. The seven
8 per cent (7%) limit will be established each year and shall not be cumulative. The actual
9 numbers may change based on the roster changes each year.

10 **Section 8. Post Retirement Health Care Savings Plan.**

11 **Subd. 1. Eligibility.** All faculty members who have been employed with the Minnesota
12 State College and University System or its predecessors for at least ten (10) years shall
13 participate in the Post Retirement Health Care Savings Plan in accordance with Subd. 2
14 below.

15 **Subd. 2. Methodology.** Severance payments received on or after the implementation date
16 of this Contract shall be paid in cash if the severance payment is being made because of the
17 death or layoff of the faculty member, or if the gross amount of a severance payment to be
18 paid under this Article is less than \$ 1,000.00. Fifty per cent (50%) of any other severance
19 payment made after the implementation of this Contract shall be transferred to a Post
20 Retirement Health Care Savings Account established under Minnesota Statutes 352.98.

21 Severance payments for the purpose of this section shall mean the cash payments provided
22 for in Sections 1, 3, and 4 of this Article. Any provision contained in Section 4 of this
23 Article that relates to the health insurance premiums shall not be considered as a severance
24 payment.

25 **ARTICLE 17**

26 **PROFESSIONAL DEVELOPMENT AND ACADEMIC AFFAIRS**

27 **Section 1. College Level Funds.** Each college will allocate faculty development funds at the
28 rate of two hundred fifty dollars (\$250) per each full-time equivalent faculty position at the
29 college during the preceding academic year. The local MSCF chapter shall determine an
30 equitable procedure for the distribution of faculty development funds.

31 These funds are to be used to support the professional development of the faculty, the
32 development needs of the academic departments or areas, and the planned instructional priorities
33 of the college. Funds provided by this section shall be used for financing expenses for faculty
34 members only to attend conferences, workshops, take college courses and other activities
35 off-campus, or for the provision of on-campus activities for staff development of the faculty.
36 These funds may be used to reimburse the cost of travel, housing, meals, and registration
37 associated with participation in professional conferences, workshops, and similar meetings or
38 memberships.

39 The committee may carry over a portion of the funds not used in one academic year to the next
40 academic year as follows:

1 As of June 30, 2003, funds carried over from one academic year to the next academic year may
2 not exceed one-third (1/3) of the college's total faculty development funds provided by this
3 section for that year.

4
5 The college president or designee may review proposed faculty development expenditures, and
6 may veto a proposed expenditure within one (1) week of its receipt if the proposed expenditures
7 do not meet the purposes stated above.

8
9 Nothing in this section shall preclude the local MSCF chapter from proposing to spend faculty
10 development funds on joint activities with other groups at the college. Upon mutual written
11 agreement, the MSCF chapter president and the college president may agree to another method
12 for determination of the use of college level development funds.

13
14 **Section 2. System Level Faculty Development Funds.** For each fiscal year of this contract,
15 the Employer will allocate a pro rata share of the funds identified in the budget as "staff
16 development" for faculty development. Such funds will be used to provide statewide or regional
17 conferences, workshops and other activities for the staff development of faculty members. The
18 joint committee for faculty development, comprised of at least three (3) faculty members
19 appointed by the MSCF and at least three (3) administrators appointed by the chancellor shall aid
20 and advise the chancellor or designee in the use of these funds.

21
22 **Section 3. Sabbatical Backlog Fund.** The parties agree to establish and maintain a sabbatical
23 backlog fund in the amount of two hundred ten thousand dollars (\$210,000). The purpose of this
24 fund is to support additional sabbatical leaves beyond those generated by the formula at colleges
25 with a significant backlog of eligible applicants. Each year, following the awarding of sabbatical
26 leaves through the process set forth in Section 4, Subd. 1, colleges with two or more approved
27 applicants who did not receive sabbatical leaves are eligible for these funds.

28
29 The funds shall be allocated by a committee of three (3) MSCF members, who are appointed by
30 the MSCF President, and an administrator, appointed by the Chancellor or designee. The
31 committee shall consider the seniority and eligibility of applicants as well as the current and
32 potential backlog situations and staffing needs of each college.

33
34 Each allocation of thirty thousand dollars (\$30,000) to a college shall cause the college to award
35 one additional sabbatical.

36
37 **Section 4. Sabbatical Leave.** The purpose of sabbatical leaves is to give faculty members the
38 opportunity to secure additional education, training, or experience which will make them better
39 prepared for carrying out their college assignments, and will support the professional
40 development of the faculty, the development needs of academic departments or areas, and the
41 planned instructional priorities of the college/system mission.

42
43 No sick leave or personal leave shall be accumulated or credited to a faculty member during a
44 sabbatical leave.

45
46 **Subd. 1. Sabbatical Leave Criteria.** A sabbatical leave shall be granted to unlimited full-
47 time, temporary full-time and unlimited part-time faculty who meet the following criteria:

48
49 A. The applicant must have continuously served the equivalent of six (6) or more academic
50 years in the Minnesota state colleges with an aggregate of twelve (12) semesters of actual

1 service without having been granted such an experience.

2
3 All continuous service in the Minnesota state colleges shall be included in the calculation
4 of full-time equivalency. For purposes of this section, continuous service shall mean
5 holding an assignment during each academic year. No more than one (1) year of service
6 will be counted for each academic year. This total must be achieved prior to the
7 commencement of the leave.

8
9 Faculty members may have one (1) semester in which the faculty member was on an
10 approved unpaid leave count as one (1) of the twelve (12) semesters. If a faculty member
11 is on an unpaid leave for one (1) year or more, the calculation of equivalent FTE will
12 resume on the date of return.

13
14 Faculty members on notice of layoff are not eligible for a sabbatical leave. In the event
15 that the faculty member's layoff notice is rescinded, a faculty member who has applied
16 for and met all other requirements for a sabbatical leave shall be granted the sabbatical
17 regardless of the number of sabbaticals that have already been granted if the faculty
18 member is more senior than the least senior faculty member who was granted a sabbatical
19 leave at that college.

20
21 B. The faculty member has submitted a plan for a sabbatical leave that is designed to serve
22 the purpose described above.

23
24 C. The college president has certified that a replacement can be found. In individual cases
25 where a replacement cannot be found, a faculty member determined to meet the other
26 eligibility requirements in the year of request will not be denied a sabbatical leave in
27 subsequent years based solely on this reason. This provision shall not be applicable to
28 the faculty member after a sabbatical leave request is granted (unless the situation recurs
29 after six (6) more years of service).

30
31 D. Funds to cover the cost of the sabbaticals are available. Except in situations of financial
32 exigency for the Minnesota state colleges, sabbatical leaves will not be denied for this
33 reason.

34
35 E. The number of sabbaticals approved for a college does not exceed ten per cent (10%)
36 rounded up to the next whole number or one (1), whichever is greater, of the
37 unduplicated headcount of unlimited (including probationary and provisional) full-time
38 faculty and the total FTE of the minimum guarantees for unlimited part-time faculty on
39 November 1 as published in the seniority rosters for that year for the former MCCFA
40 bargaining unit at consolidated and community colleges.

41
42 The number of sabbaticals approved for a college does not exceed two and one-half per
43 cent (2 ½ %) rounded up to the next whole number or one (1), whichever is greater, of
44 the unduplicated headcount of unlimited (including probationary) full-time faculty and
45 the total FTE of the minimum guarantees for unlimited part-time faculty on November 1
46 as published in the seniority rosters for that year for the former UTCE bargaining unit at
47 consolidated and technical colleges.

48
49 At a consolidated college, the unused sabbaticals from either former unit may be used by
50 the other former unit.

1
2 **Subd. 2. Application Procedure.** Applications for a sabbatical leave shall be submitted to
3 the college president or designee between November 24 and December 15 in the year
4 preceding the academic year during which the faculty member is planning to initiate the
5 sabbatical. The application must be delivered to the president or designee by December 15
6 or mailed by certified mail not later than December 15 to be considered. Notification of
7 approval or rejection will be provided by the president or designee no later than February 15.
8

9 If a faculty member desires to change the substance of the plan that was previously approved
10 by the college president or designee, the faculty member shall submit an amended plan to the
11 president. If the president fails to approve the amended plan, the faculty member may submit
12 an alternative plan(s).
13

14 **Subd. 3. Selection of Applicants.** If the number of applicants in a given college exceeds
15 the number of sabbatical leaves generated by the calculation contained in Subd. 1. E. above,
16 approval will be granted to those who have the greatest number of continuous years of
17 full-time equivalent service based on the date of employment or the date of return after the
18 last sabbatical leave, whichever is most recent. In the event of a tie, the sabbatical leave will
19 be awarded to the applicant with the greatest system-wide seniority. Then, if a tie still exists,
20 the tie shall be broken by the flip of a coin. At the request of either party, the tie shall be
21 broken in the presence of an MSCF representative.
22

23 If there are no sabbaticals available, the applicants may, at their option, fill vacancies created
24 by cancellations at their college in order of descending number of years of service. In case of
25 ties, selection will be made in accordance with the tie-breaker procedure above. Applicants
26 must make a separate application each year that they wish to be considered for a sabbatical
27 leave.
28

29 **Subd. 4. Additional Sabbatical Leaves.** If requested by a college president and agreed to
30 by the Office of the Chancellor and the MSCF, additional sabbatical leaves may be approved.
31 Then, if a tie still exists, the tie shall be broken by a flip of the coin. At the request of either
32 party, the tie shall be broken in the presence of an MSCF representative.
33

34 **Subd. 5. Refusal of An Approved Sabbatical Leave.** When a sabbatical leave is granted
35 and the faculty member wishes to refuse it, the faculty member may make a written request
36 to the college president stating this fact. The college president shall submit this request along
37 with a recommendation to the chancellor or designee for approval. If the chancellor or
38 designee grants the request, the faculty member shall forfeit eligibility for a sabbatical leave
39 until such faculty member has served the equivalent of four (4) more full-time academic
40 years in the state colleges as a full-time-or unlimited part-time faculty member without a
41 break in service unless the chancellor or designee chooses to waive this requirement. The
42 determination of whether or not the four (4) year waiting period will apply shall be made at
43 the time the refusal is approved. Any semester interrupted by thirty (30) or more working
44 days of unpaid leave shall not count toward the four (4) year requirement. This total shall be
45 achieved prior to the commencement of the sabbatical leave.
46

47 **Subd. 6. Prior Service Time.** Time spent in the former UTCE and MCCFA bargaining
48 units shall be carried forward and included in the calculation of service eligibility for
49 sabbatical leaves in this Contract.
50

1 **Subd. 7. Sabbatical Return Requirements.** A faculty member who has taken a sabbatical
2 leave shall be required to return to her/his college for at least one (1) academic year of
3 service. If the faculty member refuses to do so, the faculty member will be required to repay
4 the salary that was paid by the Employer during the sabbatical leave unless the chancellor or
5 designee chooses to waive this requirement because of special circumstances. The
6 repayment shall be completed no later than the beginning of the academic semester in which
7 the faculty member was expected to return.

8
9 Upon returning from the sabbatical leave, the faculty member shall submit a written
10 description of plan activities undertaken during the sabbatical leave.

11
12 **Subd. 8. Sabbatical Leave Benefits.** Sabbatical leaves may be granted for one (1) or two
13 (2) consecutive semesters in an academic year with full base salary for one (1) semester or
14 with two-thirds (2/3) of base salary for two semesters. The second sabbatical, if for a full-
15 year, will be at eighty percent (80%) base salary and any subsequent full-year sabbatical will
16 be at ninety percent (90%) base salary. The first sabbatical does not have to be a full-year
17 sabbatical to qualify for the eighty percent (80%) benefit during the second sabbatical. The
18 second sabbatical does not have to be a full-year sabbatical to qualify for the ninety percent
19 (90%) benefit during the third sabbatical. In the case of unlimited part-time faculty "full base
20 salary" shall be the average of the salary for the three (3) years prior to the sabbatical year.
21 This calculation shall not affect the faculty members' minimum guarantee.

22
23 Faculty members on sabbatical may accept scholarships, fellowships, grants or employment
24 during the leave.

25
26 Time spent on sabbatical leave shall be counted as continuous service for all purposes for
27 which continuous service is a factor in the Minnesota state colleges.

28
29 **Section 5. Faculty Internships.** A faculty member may apply for an internship under the
30 following conditions:

31
32 **Subd. 1. Purpose.** The purpose of internship is to give faculty members the opportunity to
33 update and enhance the faculty member's technical background, job knowledge, or teaching
34 skills.

35
36 **Subd. 2. Benefits.** For internships that are assigned as part of the faculty member's regular
37 duty days, the faculty member shall receive his or her regular pay and benefits. For
38 internships that are not part of the faculty member's regular duty days, the faculty member
39 shall receive a stipend of one hundred and fifty dollars (\$150.00) per day.

40
41 **Subd. 3. Selection of Applicants.** A committee jointly appointed by the Shared
42 Governance Council and the College President will determine eligible applicants based on
43 the purposes stated in subdivision 1 above. The list of eligible applicants shall be forwarded
44 to the College President or designee. Notification of approval or rejection will be given by
45 the College President or designee to all applicants.

46
47 **Subd. 4. Return Requirements.** A faculty member who has taken an internship shall be
48 required to return to his/her college for at least one (1) academic semester if paid for four (4)
49 weeks or more for an internship. If the faculty member refuses to do so, the faculty member
50 will be required to repay the stipend that was paid by the Employer during the internship

1 unless the Chancellor or designee chooses to waive this requirement because of special
2 circumstances. The repayment shall be completed no later than the beginning of the
3 academic semester that the faculty member was expected to return.
4

5 If a report of activities was required in the approval process for the internship then the faculty
6 member shall submit a written report of the activities undertaken during the internship.
7

8 **Section 6. Collaborative Forum on Academic Affairs.** A Joint Collaborative Forum on
9 Academic Affairs shall meet at the request of either party to discuss and make recommendations
10 to the parties on issues related to academic affairs.
11

12 **Subd. 1. Membership.**
13

14 The Forum shall consist of equal numbers of representatives appointed by the Chancellor and
15 by the President of MSCF. The members of the Forum shall determine the chair of the
16 Forum. The parties may bring additional issue-specific resource persons to the meetings of
17 the Forum as necessary.
18

19 The parties also agree to participate in a larger, MnSCU-wide forum of a similar nature
20 utilizing the representatives on the MnSCU/MSCF Forum. Details of the workings of the
21 larger forum shall be established through discussions among all participants.
22

23 **Subd. 2. Scope.** The Forum shall accept on its agenda any academic affairs matter as
24 brought forth by either party. Either party may refer a matter to the larger forum (Subd.
25 1.B.), thereby removing it from the agenda of the MnSCU/MSCF Forum.
26

27 **Subd. 3. Mission.** The members of the Forum shall meet as necessary to inform themselves
28 on these issues, explore, investigate, and discuss them in a collaborative manner, and make a
29 joint recommendation(s) to the Chancellor and the President of MSCF. The recommendation
30 may be for independent or joint action(s) including recommendation for changes in the
31 Employment Contract or current Memoranda of Understanding (MOU or MOA).
32

33 **Subd. 4. Process.** The Forum shall conduct its meetings using interest-based problem
34 solving under the auspices of a facilitator. The facilitator shall be agreeable to both parties.
35 The fees and expenses of the facilitator shall be paid by MnSCU.
36

37 When the Forum makes recommendations for changes to either the Employment Contract or
38 to an MOU/MOA, those recommendations, if forwarded by the Chancellor and the President
39 of MSCF, shall be implemented through a process of meet and negotiate.
40

41 **Section 7. Changes in Credential Field(s).** If the Office of the Chancellor modifies the faculty
42 member's assigned credential field(s) in such a way that the faculty member must retrain, then
43 the Employer will bear all costs, including release time, for the retraining.
44

45
46 **ARTICLE 18**
47 **EXPENSE ALLOWANCES**
48

49 **Section 1. General.** The Employer may authorize travel at state expense. Such authorization
50 must be granted prior to the incurrence of the actual expenses.

1
2 **Section 2. Expense Reimbursement.** Faculty members shall be reimbursed for actual
3 expenses, which have been authorized by the Employer. Reimbursement allowances shall be in
4 accordance with the terms set forth in the Personnel Plan for MnSCU Administrators.
5
6

7 **ARTICLE 19**
8 **INSURANCE**
9

10 **Section 1. State Employee Group Insurance Program.** During the life of this Agreement, the
11 Employer agrees to offer a Group Insurance Program that includes health, dental, life, and
12 disability coverage equivalent to existing coverage, subject to the provisions of this Article.
13

14 All insurance eligible faculty members will be provided with a Summary Plan Description (SPD)
15 called "Your Employee Benefits". Such SPD shall be provided no less than biennially and prior
16 to the beginning of the insurance year. New insurance eligible faculty members shall receive a
17 SPD within thirty (30) days of their date of eligibility.
18

19 **Section 2. Eligibility for Group Participation.** This section describes eligibility to participate
20 in the group insurance program.
21

22 **Subd. 1. Faculty Members -- Basic Eligibility.** A faculty member may participate in the
23 group insurance program if he/she:
24

- 25 A. Holds a temporary full-time, an unlimited full-time or an unlimited part-time appointment
26 with annual guarantee of at least twelve (12) semester credits or its equivalent: or
27
- 28 B. Holds a temporary part-time appointment and meets the following conditions:
29
- 30 1. Initial qualification requires an appointment at one (1) institution totaling at least
31 six (6) credits per semester over two (2) consecutive academic year semesters.
32 Such eligibility starts at the beginning of the second semester.
33
 - 34 2. Once qualified, the faculty member remains qualified for each semester in which
35 his/her appointment at one (1) institution equals at least six (6) credits.
36
 - 37 3. When the faculty member's semester appointment drops below six (6) credits,
38 insurance eligibility will cancel for that semester, but will be reinstated when the
39 semester appointment at one (1) institution returns to at least six (6) credits.
40
 - 41 4. Once a break in service (defined as no assignments for one (1) full academic year)
42 occurs (excluding summer session) initial qualification in Subd. 2.B.1. above
43 must be re-met.
44

45 **Subd. 2. Faculty Members -- Special Eligibility.** The following faculty members are also
46 eligible to participate in the group insurance program:
47

- 48 A. **Faculty members with a work-related injury/disability.** A faculty member who was
49 off the state payroll due to a work-related injury or work-related disability may continue

1 to participate in the group insurance program as long as such a faculty member receives
2 workers' compensation payments or while the workers' compensation claim is pending.
3

4 B. **Totally disabled faculty members.** Consistent with M.S. 62A.148, certain totally
5 disabled faculty members may continue to participate in the group insurance program.
6

7 C. **Retired faculty members.** A faculty member who retires from State service, is not
8 eligible for regular (non-disability) Medicare coverage, has five (5) or more years of
9 allowable pension service, and meets the age or length of service requirements of TRA or
10 MSRS [(thirty (30) years service, no age limit; or fifty five (55) years of age, not less
11 than three (3) years of service; or Rule of Ninety (90)] and is entitled at the time of
12 retirement to immediately receive a retirement benefit under Minnesota Statute 354B or
13 an annuity under a retirement program, may continue to participate in the health and
14 dental coverages offered through the Group Insurance Program. Pension service includes
15 service from K-12, Joint Vocational, or Intermediate Districts.
16

17 Consistent with M.S. 43A.27, Subd. 3., a retired faculty member who receives a
18 retirement benefit under Chapter 354B or an annuity under a state retirement program
19 may continue to participate in the health and dental coverage(s) offered through the
20 Group Insurance Program at his/her own expense. A spouse of a deceased retired faculty
21 member may continue health and dental coverage(s) through the Group Insurance
22 Program provided the spouse was dependent under the retired member's coverage at the
23 time of the retiree's death and continues to make the required premium payments.
24 Retiree coverage must be coordinated with Medicare.
25

26 D. **Summer Coverage - Unlimited Faculty.** A faculty member who submits a resignation
27 but has completed the academic year and is enrolled in the group insurance program
28 continues that eligibility and the employer contribution through the summer. This
29 paragraph shall not apply to those faculty members who retire; however, faculty members
30 who elect early retirement continue to be provided with the provisions of Article 16,
31 Sections 2, 3 or 4. This paragraph does not change current practice relative to the
32 provisions of Article 16, Sections 2, 3 or 4, if eligible.
33

34 E. **Summer Coverage - Temporary Faculty.** A faculty member on a temporary
35 appointment who is eligible to participate in the group insurance program continues that
36 eligibility during the summer if notice has been received from the college president
37 (provost) or designee by May 31 of each year that the faculty member will be re-hired in
38 an insurance-eligible position (at least six (6) credits or its equivalent) for the subsequent
39 fall term.
40

41 F. **Summer Coverage - Probationary Faculty.** A faculty member who is on a
42 probationary appointment who is eligible to participate in the group insurance program
43 continues that eligibility during the summer if the faculty member is either continuing on
44 at the college for another year or has been hired at another college by May 31 of each
45 year.
46

47 G. **Sabbatical Leave.** A faculty member eligible to participate in the group insurance
48 program immediately prior to taking a sabbatical leave continues that eligibility during
49 the sabbatical leave.
50

1 H. **Faculty Members on Layoff**. A faculty member who is eligible to participate in the
2 group insurance program immediately prior to being placed on layoff continues that
3 eligibility during the recall period.
4

5 I. **Faculty Members on Unpaid Leave of Absence**. A faculty member who is eligible to
6 participate in the group insurance program immediately prior to taking an unpaid leave of
7 absence continues that eligibility during the unpaid leave of absence at his/her own
8 expense.
9

10 **Subd. 3. Dependents**. Eligible dependents for the purposes of this article are as follows:
11

12 A. **Spouse and Same Sex Domestic Partner**. The spouse or same sex domestic partner of
13 an eligible faculty member (if not legally separated). For the purposes of health
14 insurance coverage, if that spouse or same sex domestic partner works full-time for an
15 organization employing more than one hundred (100) people and elects to receive either
16 credits or cash (1) in place of health insurance or health coverage or (2) in addition to a
17 health plan with a seven hundred and fifty dollar (\$750) or greater deductible through
18 his/her employing organization, he/she is not eligible to be a covered dependent for the
19 purposes of this Article. If both spouses or same sex domestic partners work for the State
20 or another organization participating in the State's Group Insurance Program, neither
21 spouse or same sex domestic partner may be covered as a dependent by the other, unless
22 one spouse or same sex domestic partner is not eligible for a full Employer Contribution
23 as defined in Section 3A. Same sex domestic partnership is defined in Appendix C.
24

25 B. **Children and Grandchildren**. An eligible faculty member's unmarried dependent
26 children and unmarried dependent grandchildren: (1) through age eighteen (18); or (2)
27 through age twenty-four (24) if the child or grandchild is a full-time student at an
28 accredited educational institution; or (3) a handicapped child or grandchild, regardless of
29 age or marital status who is incapable of self-sustaining employment by reason of mental
30 retardation, mental illness or physical disability and is chiefly dependent on the faculty
31 member for support. The handicapped dependent shall be eligible to continue coverage
32 as long as s/he continues to be handicapped and dependent, unless coverage terminates
33 under the contract. Children or grandchildren who become handicapped after they are no
34 longer eligible dependents under (1) and (2) above may not be considered eligible
35 dependents unless they are continuing coverage as a dependent through the faculty
36 member's prior Employer.
37

38 "Dependent Child" includes a faculty member's: (1) biological child, (2) child legally
39 adopted by or placed for adoption with the faculty member, (3) foster child, and (4) step-
40 child. To be considered a dependent child, a foster child must be dependent on the
41 faculty member for his/her principal support and maintenance and be placed by the court
42 in the custody of the faculty member. To be considered a dependent child, a stepchild
43 must maintain residence with the faculty member and be dependent upon the faculty
44 member for his/her principal support and maintenance.
45

46 "Dependent Grandchild" includes a faculty member's: (1) grandchild placed in the legal
47 custody of the faculty member, (2) grandchild legally adopted by the faculty member or
48 placed for adoption with the faculty member, or (3) grandchild who is the dependent
49 child of the faculty member's unmarried dependent child. Under (1) and (3) above, the

1 grandchild must be dependent upon the faculty member for principal support and
2 maintenance and live with the faculty member.

3
4 If both spouses or same sex domestic partners work for the State or another organization
5 participating in the State's Group Insurance Program, either spouse or same sex domestic
6 partner, but not both, may cover their eligible dependent children or grandchildren. This
7 restriction also applies to two divorced, legally separated, or unmarried faculty members
8 who share legal responsibility for their eligible dependent children or grandchildren.
9

10 **Subd. 4 Continuation Coverage.** Consistent with state and federal laws, certain faculty
11 members, former faculty members, dependents, and former dependents may continue group
12 health, dental, and/or life coverage at their own expense for a fixed length of time. As of the
13 date of this Agreement, state and federal laws allow certain group coverage to be continued if
14 they would otherwise terminate due to:

- 15 A. termination of employment (except for gross misconduct);
- 16 B. layoff;
- 17 C. reduction of hours to an ineligible status;
- 18 D. dependent child becoming ineligible due to change in age, student status, marital status,
19 or financial support (in the case of a foster child or stepchild);
- 20 E. death of faculty member;
- 21 F. divorce, legal separation, or termination of same sex domestic partnership; or
- 22 G. covered faculty member's entitlement to or enrollment in Medicare.

23
24
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29
30
31 **Section 3. Eligibility for Employer Contribution.** This section describes eligibility for an
32 employer contribution toward the cost of coverage.

33
34 **Subd. 1. Full Employer Contribution.** Faculty members covered by this contract and
35 whose total appointments are at least seventy-five percent (75%) of the full-time work
36 assignment load for the academic year shall receive the full employer contribution for health,
37 dental and basic life coverage(s).

38
39 **Subd. 2. Partial Employer Contribution.** Faculty members covered by this contract and
40 whose total appointments are at least six (6) credits per semester but less than seventy-five
41 percent (75%) of the full-time work assignment load for the academic year shall receive the
42 full employer contribution for basic life coverage, and at the faculty member's option, a
43 partial employer contribution for health and dental coverage(s). The partial employer
44 contribution for health and dental coverage(s) is fifty percent (50%) of the full employer
45 contribution.

46
47 **Subd. 3. Special Eligibility.** The following faculty members also receive an employer
48 contribution:
49

1 A. **Faculty Members on Layoff.**
2

- 3 1. A former MCCFA faculty member who receives a full employer contribution, who
4 has three (3) or more years of continuous service, and who has been laid off, remains
5 eligible for a full employer contribution and all other benefits provided under this
6 Article for twelve (12) months from the date of layoff.
7
- 8 2. A former UTCE faculty member who receives a full employer contribution, who has
9 five (5) or more years of continuous service, and who has been laid off, remains
10 eligible for a full employer contribution and all other benefits provided under this
11 Article for twelve (12) months from the date of layoff.
12
- 13 3. A former UTCE faculty member who receives a full employer contribution, who has
14 four (4) years of continuous service, and who has been laid off, remains eligible for a
15 full employer contribution and all other benefits provided under this Article for six
16 (6) months from the date of layoff.
17

18 B. **Work-Related Injury/Disability.** A faculty member who receives an employer
19 contribution and who is off the state payroll due to a work-related injury or a
20 work-related disability remains eligible for an employer contribution as long as such a
21 faculty member receives workers' compensation payments. If such faculty member
22 ceases to receive workers' compensation payments for the injury or disability and is
23 granted a disability leave under Article 15, Section 4 he/she shall be eligible for an
24 employer contribution during that leave.
25

26 C. **Summer Coverage - Unlimited Faculty.** A faculty member who submits a resignation
27 but has completed the academic year and is enrolled in the group insurance program
28 continues that eligibility and the employer contribution through the summer. This
29 paragraph shall not apply to those faculty members who retire; however, faculty members
30 who elect early retirement continue to be provided with the provisions of Article 16,
31 Sections 2, 3 or 4. This paragraph does not change current practice relative to the
32 provisions of Article 16, Sections 2, 3 or 4, if eligible.
33

34 D. **Summer Coverage - Temporary Faculty.** A faculty member on a temporary
35 appointment who is eligible for an employer contribution continues to receive the
36 employer contribution during the summer if notice has been received from the college
37 president (provost) or designee by May 31st of each year that the faculty member will be
38 re-hired in an insurance-eligible position (at least six (6) credits or its equivalent) for the
39 subsequent fall term.
40

41 E. **Summer Coverage - Probationary Faculty.** A faculty member who is on a
42 probationary appointment who is eligible for an employer contribution continues to
43 receive the employer contribution during the summer if the faculty member is either
44 continuing on at the college for another year or has been hired at another college by May
45 31 of each year.
46

47 F. **Sabbatical Leave.** A faculty member eligible for an employer contribution immediately
48 prior to taking a sabbatical leave continues to receive the employer contribution during
49 the sabbatical leave.
50

1 **Subd. 4. Maintaining Eligibility for Employer Contribution.**
2

- 3 A. **General.** A faculty member who receives a full or partial employer contribution
4 maintains that eligibility as long as the faculty member meets the employer contribution
5 eligibility requirements, and appears on a state payroll for at least one full working day
6 during each payroll period. This requirement does not apply to faculty members who
7 receive an employer contribution while on layoff or who are off state payroll due to a
8 work-related injury or disability as described above.
9
- 10 B. **Unpaid Leave of Absence.** If a faculty member is on an unpaid leave of absence, then
11 leave cannot be used for the purpose of maintaining eligibility for an employer
12 contribution by keeping the faculty member on a state payroll for one working day per
13 pay period. For a faculty member returning from an approved unpaid leave of absence of
14 less than a full academic year, the employer contribution shall resume immediately
15 following the end of the last semester of the leave.
16
- 17 C. **Academic Year Employment.** If a faculty member is employed on the basis of an
18 academic year and such employment contemplates absences from the state payroll during
19 the summer months, the faculty member shall nonetheless remain eligible for an
20 employer contribution, provided that the faculty member appears on the regular payroll
21 for at least one (1) working day in the payroll period immediately preceding such
22 absences, except as noted in Subd.4.B. above.
23
- 24 D. **FMLA Leave.** A faculty member who is on an approved FMLA leave maintains
25 eligibility for an employer contribution. (See Attachment 2)
26

27 **Section 4. Amount of Employer Contribution.** For faculty members eligible for an employer
28 contribution as described in Section 3., the amount of the employer contribution will be
29 determined as follows beginning on January 2, 2002. The employer contribution amounts and
30 rules in effect on June 30, 2001 will continue through January 1, 2002.
31

32 **Subd. 1. Contribution Formula -- Health Coverage.**
33

- 34 A. **Faculty Member Coverage.** For faculty member health coverage, the Employer
35 contributes an amount equal to one hundred percent (100%) of the actual faculty member
36 premium of the Minnesota Advantage Health Plan (Advantage).
37
- 38 B. **Dependent Coverage.** For dependent health coverage, the Employer contributes an
39 amount equal to ninety percent (90%) of the dependent premium of the Minnesota
40 Advantage Health Plan (Advantage).
41

42 **Subd. 2. Contribution Formula -- Dental Coverage.**
43

- 44 A. **Faculty Member Coverage.** For faculty member dental coverage, the Employer
45 contributes an amount equal to the lesser of one hundred percent (100%) of the faculty
46 member premium of the state dental plan, or the actual faculty member premium of the
47 dental plan chosen by the faculty member.
48
- 49 B. **Dependent Coverage.** For dependent dental coverage, the Employer contributes an
50 amount equal to the lesser of fifty percent (50%) of the dependent premium of the state

1 dental plan, or the actual dependent premium of the dental plan chosen by the faculty
2 member.

3
4 **Subd. 3. Contribution Formula -- Basic Life Coverage.** For faculty member basic life
5 coverage and accidental death and dismemberment coverage, the Employer contributes one
6 hundred percent (100%) of the cost.
7

8 **Section 5. Coverage Changes and Effective Dates.**
9

10 **Subd. 1. When Coverage May Be Chosen.** All faculty members must make their choice of
11 faculty member health and dental plans and choice of dependent coverage (if applicable)
12 within sixty (60) calendar days of the date of initial appointment to an insurance eligible
13 position. When health and dental coverage are elected, the faculty member will
14 automatically be enrolled in basic life coverage. Faculty members eligible for a partial
15 Employer Contribution may elect health and dental coverage within sixty (60) calendar days
16 of initial employment or during an open enrollment period. Faculty members who become
17 eligible for a full Employer Contribution must make their choice of faculty member health
18 and dental plans and dependent coverage within sixty (60) calendar days of becoming
19 eligible. If faculty members do not choose a health plan administrator and a primary care
20 clinic within this sixty (60) day timeframe, they will be enrolled in a Benefit Level One clinic
21 that meets established access standards in the health plan with the largest number of Benefit
22 Level One clinics in the county of the faculty member's residence at the beginning of the
23 insurance year. If faculty members do not choose a dental plan within this sixty (60) day
24 timeframe, they will be enrolled in the State Dental Plan.
25

26 A faculty member may change his/her health or dental plan if the faculty member changes to
27 a new permanent work or residence location and the faculty member's current plan is no
28 longer available. If the faculty member has family coverage and if the new residence
29 location is outside of the current plan's service area, the faculty member shall be permitted to
30 switch to a new plan administrator and new Benefit Level within thirty (30) days of the
31 residence location change. The election change must be due to and correspond with the
32 change in status. A faculty member who receives notification of a work location change
33 between the end of an open enrollment period and the beginning of the next insurance year,
34 may change his/her health or dental plan within thirty (30) days of the date of the relocation
35 under the same provisions accorded during the last open enrollment period.
36

37 A faculty member or retiree may also change health or dental plans in any other situation in
38 which the Employer is required by the applicable federal or state law to allow a plan change.
39

40 **Subd. 2. When Coverage May be Changed or Cancelled**
41

42 A. **Changes Due to a Life Event.** After the initial enrollment period and outside of any
43 open enrollment period, an faculty member may elect to change health or dental coverage
44 (including adding or canceling coverage) and any applicable faculty member
45 contributions in the following situations (as long as allowed under the applicable
46 provisions, regulations, and rules of the federal and state law in effect at the beginning of
47 the plan year).
48

49 The request to change coverage must be consistent with a change in status that qualifies
50 as a life event, and does not include changing health or dental plans, which may only be

1 done under the terms of Section 5A above. Any election to add coverage must be made
2 within thirty (30) days following the event, and any election to cancel coverage must be
3 made within sixty (60) days following the event. (An faculty member and a retired
4 faculty member may add dependent health or dental coverage following the birth of a
5 child or dependent grandchild, or following the adoption of a child, without regard to the
6 thirty (30) day limit.) These life events (for both faculty members and retirees) are:
7

- 8 1. A change in legal marital status, including marriage, death of a spouse, divorce,
9 legal separation and annulment; a change in same sex domestic partnership status
10 as defined in Appendix C, including beginning or terminating a same sex
11 domestic partnership, or the death of a same sex domestic partner.
12
- 13 2. A change in number of dependents, including birth, death, adoption, and
14 placement for adoption.
15
- 16 3. A change in employment status of the faculty member, or the faculty member's or
17 retiree's spouse, same sex domestic partner or dependent, including termination or
18 commencement of employment, a strike or lockout, a commencement of or return
19 from an unpaid leave of absence, a change in worksite, and a change in working
20 conditions of the faculty member, the faculty member's or retiree's spouse, same
21 sex domestic partner or dependent which results in a change in the benefits they
22 receive under a cafeteria plan or a health or dental plan.
23
- 24 4. A dependent ceasing to satisfy eligibility requirements for coverage due to
25 attainment of age, student status, or other similar circumstances.
26
- 27 5. A change in the place of residence of the faculty member, retiree or their spouse,
28 same-sex domestic partner, or dependent.
29
- 30 6. Significant cost or coverage changes (including coverage curtailment and the
31 addition of a benefit package).
32
- 33 7. A change in coverage of a spouse, same-sex domestic partner, or dependent under
34 another Employer's plan.
35
- 36 8. Entitlement to Medicare or Medicaid.
37
- 38 9. Any other situations in which the group health or dental plan is required by the
39 applicable federal or state law to allow a change in coverage.
40

41 B. **Canceling Dependent Coverage During Open Enrollment.** In addition to the above
42 situations, dependent health or dependent dental coverage may also be cancelled for any
43 reason during the open enrollment period that applies to each type of plan (as long as
44 allowed under the applicable provisions, regulations and rules of the federal and state law
45 in effect at the beginning of the plan year).
46

47 C. **Canceling Faculty member Coverage.** A part-time faculty member may also cancel
48 faculty member coverage within sixty (60) days of when one of the life events set forth
49 above occurs.
50

1 D. **Effective Date of Benefit Termination**. Medical coverage termination will take effect
2 on the first of the month following the end of the pay period coinciding with or next
3 following the date of the application to cancel coverage, or the loss of eligible faculty
4 member or dependent status. All other benefit coverage terminations will take effect on
5 the first day of the pay period coinciding with or next following the date of the
6 application to cancel coverage, or the loss of eligible faculty member or dependent status.
7

8 **Subd. 3. Effective Date of Coverage.**
9

10 A. **Initial Effective Date.** The initial effective date of coverage under the Group Insurance
11 Program is the first day of the first payroll period beginning on or after the 28th calendar
12 day following the faculty member's first day of employment, re-employment, re-hire, or
13 reinstatement with the State. A faculty member must be actively at work on the initial
14 effective date of coverage, except that a faculty member who is on paid leave on the date
15 State-paid life insurance benefits increase is also entitled to the increased life insurance
16 coverage. In no event shall a faculty member's dependent's coverage become effective
17 before the faculty member's coverage.
18

19 If a faculty member is not actively at work due to faculty member or dependent health
20 status or medical disability, medical and dental coverage will still take effect. (Life and
21 disability coverage will be delayed until the faculty member returns to work.)
22

23 **B. Delay in Coverage Effective Date.**
24

25 1. **Basic Life.** If an faculty member is not actively at work on the initial effective date of
26 coverage, coverage will be delayed until the first day of the pay period coinciding with or
27 next following the faculty member's return to work. The effective date of a change in
28 coverage is not delayed in the event that, on the date the coverage change would be
29 effective, a faculty member is on an unpaid leave of absence or layoff.
30

31 2. **Medical and Dental.** If a faculty member is not actively at work on the initial effective
32 date of coverage due to a reason other than hospitalization or medical disability of the
33 faculty member or dependent, medical and dental coverage will be delayed until the first
34 day of the pay period coinciding with or next following the faculty member's return to
35 work.
36

37 The effective date of a change in coverage is not delayed in the event that, on the date the
38 coverage change would be effective, a faculty member is on an unpaid leave of absence
39 or layoff.
40

41 3. **Optional Life and Disability Coverage.** In order for coverage to become effective, the
42 faculty member must be in active payroll status and not using sick leave on the first day
43 of the pay period coinciding with or next following approval by the insurance company.
44 If it is an open enrollment period, coverage may be applied for but will not become
45 effective until the first day of the pay period coinciding with or next following the faculty
46 member's return to work.
47

48 **Subd. 5. Open Enrollment.**
49

1 A. **Frequency and Duration**. There shall be an open enrollment period for health coverage
2 in each year of this Contract, and for dental coverage in the first year of this Contract.
3 Open enrollment periods shall last a minimum of fourteen (14) calendar days in the first
4 year of the Contract and thirty (30) calendar days in the second year of the Contract.
5 Open enrollment changes become effective on January 2, 2002 in the first year of this
6 Contract, and on January 1, 2003 in the second year of this Contract.
7

8 B. **Eligibility to Participate**. A faculty member eligible to participate in the State
9 Employee Group Insurance Program, as described in Sections 2A and 2B, may
10 participate in open enrollment. In addition, a person in the following categories may, as
11 allowed in section 5D1 above, make certain changes: (1) a former faculty member or
12 dependent on continuation coverage, as described in Section 2D, may change plans or
13 add coverage for health and/or dental plans on the same basis as active faculty members;
14 and (2) an early retiree, prior to becoming eligible for Medicare, may change health
15 and/or dental plans as agreed to for active faculty members, but may not add dependent
16 coverage.
17

18 C. **Materials for Faculty Member Choice**. Each year prior to open enrollment, the
19 Appointing Authority will give eligible faculty members the information necessary to
20 make open enrollment selections. Faculty members will be provided a statement of their
21 current coverage each year of the Contract.
22

23 **Subd. 6. Coverage Selection Prior to Retirement**. A faculty member who retires and is
24 eligible to continue insurance coverage as a retiree may change his/her health or dental plan
25 during the sixty (60) calendar day period immediately preceding the date of retirement. The
26 faculty member may not add dependent coverage during this period. The change takes effect
27 on the first day of the first pay period beginning after the date of retirement.
28

29 **Section 6. Basic Coverage for Health Insurance. (Faculty Member and Family Health**
30 **Coverage)**
31

32 **Subd. 1. Minnesota Advantage Health Plan (Advantage)**. The health coverage portion of
33 the State Employee Group Insurance Program is provided through the Minnesota Advantage
34 Health Plan (Advantage), a self-insured health plan offering three (3) Benefit Level options.
35 Provider networks and claim administration are provided by multiple plan administrators.
36 Coverage offered through Advantage is determined by Section 6A2.
37

38 **Subd. 2. Coverage Under the Minnesota Advantage Health Plan**. From July 1, 2001
39 through January 1, 2002, health coverage under the SEGIP will continue at the level in effect
40 on June 30, 2001. Effective January 2, 2002, Advantage will cover eligible services subject
41 to the co-payments, deductibles and coinsurance coverage limits stated. Services provided
42 through Advantage are subject to the managed care procedures and principles, including
43 standards of medical necessity and appropriate practice, of the plan administrators. Coverage
44 details are provided in the Advantage Summary of Benefits.
45

46 A. **Benefit Options**. Faculty members must elect a plan administrator and primary care
47 clinic. Those elections will determine the Benefit Level through Advantage. Enrolled
48 dependents must elect a primary care clinic that is available through the plan
49 administrator chosen by the faculty member.
50

- 1 **1. Plan Administrator.** Faculty members must elect a plan administrator during their initial
2 enrollment in Advantage and may change their plan administrator election only during
3 the annual open enrollment and when permitted under Section 5. Dependents must be
4 enrolled through the same plan administrator as the faculty member.
5
- 6 **2. Benefit Level.** The primary care clinics available through each plan administrator are
7 assigned a Benefit Level. The Benefit Levels are outlined in the benefit chart below.
8 Primary care clinics may be in different Benefit Levels for different plan administrators.
9 Family members may be enrolled in clinics that are in different Benefits Levels. Faculty
10 members and their dependents may change to clinics in different Benefit Levels during
11 the annual open enrollment. Faculty members and their dependents may also elect to
12 move to a clinic in a different Benefit Level within the same plan administrator up to two
13 (2) additional times during the plan year. Unless the individual has a referral from his/her
14 primary care clinic, there are no benefits for services received from providers in Benefit
15 Levels that are different from that of the primary care clinic in which the individual has
16 enrolled.
17
- 18 **3. Primary Care Clinic.** Faculty members and each of their covered dependents must
19 individually elect a primary care clinic within the network of providers offered by the
20 plan administrator chosen by the faculty member. Faculty members and their dependents
21 may elect to change clinics within their clinic's Benefit Level as often as the plan
22 administrator permits and as outlined above.
23
- 24 **4. Advantage Benefit Chart for Services Incurred During Plan Year 2002.**
25

<u>2002 Benefit Provision</u>	<u>Benefit Level 1</u>	<u>Benefit Level 2</u>	<u>Benefit Level 3</u>
Office visit copay (copay waived for preventive services)	\$5	\$10	\$20
Emergency room copay	\$50	\$50	\$50
Facility copays Per inpatient admission Per outpatient surgery	\$0 \$0	\$200 \$75	\$400 \$150
Deductible for services <u>NOT</u> subject to copays (S/F)	\$100 single \$200 family	\$150 single \$300 family	\$300 single \$600 family
Coinsurance for services <u>NOT</u> subject to copays	0% (100% coverage after payment of deductible)	5% (95% coverage after payment of deductible)	10% (90% coverage after payment of deductible)
Coinsurance for durable medical equipment	80%	80%	80%
Copay for Formulary/non-formulary prescription drug plan	\$12 formulary \$25 non-formulary	\$12 formulary \$25 non-formulary	\$12 formulary \$25 non-formulary
Maximum drug out-of-pocket limit (S/F)	\$300 single \$600 family	\$300 single \$600 family	\$300 single \$600 family

Maximum non-drug out-of-pocket limit (S/F)	\$500 single \$1000 family	\$500 single \$1000 family	\$500 single \$1000 family
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5. **Advantage Benefit Chart for Services Incurred During Plan Year 2003.**

<u>2003 Benefit Provision</u>	<u>Benefit Level 1</u>	<u>Benefit Level 2</u>	<u>Benefit Level 3</u>
Office visit copay (copay waived for preventive services)	\$5	\$10	\$20
Emergency room copay	\$50	\$50	\$50
Facility copays Per inpatient admission Per outpatient surgery	\$0 \$0	\$200 \$75	\$400 \$150
Deductible for services <u>NOT</u> subject to copays (S/F)	\$100 single \$200 family	\$150 single \$300 family	\$300 single \$600 family
Coinsurance for services <u>NOT</u> subject to copays	0% (100% coverage after payment of deductible)	5% (95% coverage after payment of deductible)	10% (90% coverage after payment of deductible)
Coinsurance for durable medical equipment	80%	80%	80%
Copay for Formulary/non-formulary prescription drug plan	\$12 formulary \$25 non-formulary	\$12 formulary \$25 non-formulary	\$12 formulary \$25 non-formulary
Maximum drug out-of-pocket limit (S/F)	\$300 single \$600 family	\$300 single \$600 family	\$300 single \$600 family
Maximum non-drug out-of-pocket limit (S/F)	\$800 single \$1600 family	\$800 single \$1600 family	\$800 single \$1600 family

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B. Services received from, or authorized by, a primary care physician within the primary care clinic.

Under Advantage, the health care services outlined in the benefits charts above shall be received from, or authorized by a primary care physician within the primary care clinic. Preventive care, as outlined in the Summary of Benefits, is covered at one hundred (100) percent for services received from or authorized by the primary care clinic. The primary care clinic shall be selected from approved clinics in accordance with the Advantage administrative procedures. Unless otherwise specified in 6A2, services not received from, or authorized by, a primary care physician within the primary care clinic may not be covered. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.

C. Services not requiring authorization by a primary care physician within the primary care.

1. Eye Exams. Limited to one (1) routine examination per year for which no copay applies.

1
2 **2. Outpatient emergency and urgicenter services within the service area.** The
3 emergency room co-pay applies to all outpatient emergency visits that do not result in
4 hospital admission within twenty-four (24) hours. The urgicenter co-pay is the same as
5 the primary care clinic office visit co-pay.
6

7 **3. Emergency and urgently needed care outside the service area.** Professional
8 services of a physician, emergency room treatment, and inpatient hospital services are
9 covered at eighty percent (80%) of the first two thousand dollars (\$2,000) of the charges
10 incurred per insurance year, and one-hundred percent (100%) thereafter. The maximum
11 eligible out-of-pocket expense per individual per year for this benefit is four hundred
12 dollars (\$400). This benefit is not available when the member's condition permits him or
13 her to receive care within the network of the plan in which the individual is enrolled.
14

15 **4. Ambulance.** The deductible and coinsurance for services not subject to copays
16 applies.
17

18 **D. Prescription drugs.**
19

20 **1. Copayments and annual out-of-pocket maximums.**
21

22 For each year of the contract:
23

- 24 ? **Formulary copayment:** Twelve dollar (\$12) copayment per prescription or refill
25 for a formulary drug dispensed in a thirty-four (34) day supply.
26 ? **Non-formulary copayment:** Twenty-five dollar (\$25) copayment per prescription
27 or refill for a non-formulary drug dispensed in a thirty-four (34) day supply.
28 ? **Out-of-pocket maximum:** There is an annual maximum eligible out-of-pocket
29 expense limit for prescription drugs of three hundred dollar (\$300) per person or
30 six hundred (\$600) per family.
31

32 **2. Insulin.** Insulin will be treated as a prescription drug subject to a separate copay for
33 each type prescribed.
34

35 **3. Brand Name Drugs.** If the subscriber chooses a brand name drug when a
36 bioequivalent generic drug is available, the subscriber is required to pay the standard co-
37 payment plus the difference between the cost of the brand name drug and the generic.
38 Amounts above the co-pay that an individual elects to pay for a brand name instead of a
39 generic drug will not be credited toward the out-of-pocket maximum.
40

41 **4. Special Coverage for "Grand fathered Diabetic Group".** For insulin dependent
42 diabetics who have been continuously enrolled for health coverage insured or
43 administered by Blue Cross Blue Shield through the SEGIP since January 1, 1991 and
44 who were identified as having used these supplies during the period January 1, 1991
45 through September 30, 1991 (herein the "Grand fathered Diabetic Group"), diabetic
46 supplies are covered as follows:
47

- 48 ? Test tapes and syringes are covered at one hundred (100) percent for the
49 greater of a thirty four (34) day supply or one hundred (100) units when
50 purchased with insulin.

1
2 E. **Special Service networks**. The following services must be received from special service
3 network providers in order to be covered. All terms and conditions outlined in the
4 Summary of Benefits apply.

- 5
6 1. Mental health services – inpatient or outpatient.
7 2. Chemical dependency services – inpatient and outpatient.
8 3. Chiropractic services.
9 4. Transplant coverage.
10 5. Cardiac services.
11 6. Home infusion therapy.
12 7. Hospice.

13
14 F. **Out-of-area (and State) services provided by the plan administrator’s national**
15 **preferred provider organization**. Except as outlined in paragraph “g” below, coverage
16 under this paragraph is only available to individuals whose permanent residence is outside
17 the State of Minnesota and outside of the service areas of the health plans participating in
18 Advantage. Eligible individuals who use the plan administrator’s national preferred
19 provider organization will be covered at Benefit Level One benefits. All terms and
20 conditions outlined in the Summary of Benefits apply.

21
22 G. **Covered children living with former spouses out of area**. Covered children living
23 with former spouses outside the service area of the faculty member’s plan administrator
24 will be covered at Benefit Level One benefits. If available, services must be provided by
25 providers in the plan administrator’s national preferred provider organization.

26
27 H. **Out-of-area (and State) services through out-of-network providers**. Coverage under
28 this paragraph is available only to individuals whose permanent residence is outside the
29 State of Minnesota and outside of the service areas of the health plans participating in
30 Advantage. All terms and conditions outlined in the Summary of Benefits apply.

- 31
32 1. **Deductible**. There is a three hundred fifty dollar (\$350) annual deductible per
33 person, with a maximum deductible per family per year of seven hundred dollars
34 (\$700).
35
36 2. **Coinsurance**. After the deductible is satisfied, seventy percent (70%) coverage up to
37 the plan out-of-pocket maximum designated below.

38
39 I. **Lifetime maximums and non-prescription out-of-pocket maximums**. Coverage under
40 Advantage is not subject to a per person lifetime maximum.

41
42 **Plan Year 2002**. Coverage under Advantage is subject to a plan year, non-prescription
43 drug, out-of-pocket maximum of five hundred dollars (\$500) per person, or one thousand
44 dollars (\$1000) per family.

45
46 **Plan Year 2003**. Coverage under Advantage is subject to a plan year, non-prescription
47 drug, out-of-pocket maximum of eight hundred dollars (\$800) per person, or one
48 thousand six hundred dollars (\$1,600) per family.
49

1 **Subd. 3. Benefit Level One Health Care Network Determination.** Issues regarding the
2 health care networks for the 2003 insurance year shall be negotiated in accordance with the
3 following procedures:
4

5 A. At least twelve (12) weeks prior to the open enrollment period for the 2003 insurance
6 year the Employer shall meet and confer with the Joint Labor/Management Committee on
7 Health Plans in an attempt to reach agreement on the Benefit Level One health care
8 networks.
9

10 B. If no agreement is reached within five (5) working days, the Employer and the Joint
11 Labor/Management Committee on behalf of all of the exclusive representatives shall
12 submit a list of providers/provider groups in dispute to a mutually agreed upon neutral
13 expert in health care delivery systems for final and binding resolution. The only
14 providers/provider groups that may be submitted for resolution by this process are those
15 for which, since the list for the 2002 insurance year was established, Benefit Level One
16 access has changed, or those that are intended to address specific problems caused by a
17 reduction in Benefit Level One access.
18

19 C. Absent agreement on a neutral expert, the parties shall select an arbitrator from a list of
20 five (5) arbitrators supplied by the Bureau of Mediation Services. The parties shall flip a
21 coin to determine who strikes first. One-half (1/2) of the fees and expenses of the neutral
22 shall be paid by the Employer and one-half (1/2) by the Exclusive Representatives. The
23 parties shall select a neutral within five (5) working days after no agreement is reached,
24 and a hearing shall be held within fourteen (14) working days of the selection of the
25 neutral.
26

27 D. The decision of the neutral shall be issued within two (2) working days after the hearing.
28

29 **Subd. 4. Coordination with Workers' Compensation.** When a faculty member has
30 incurred an on-the-job injury or an on-the-job disability and has filed a claim for workers'
31 compensation, medical costs connected with the injury or disability shall be paid by the
32 faculty member's health plan, pursuant to M.S. 176.191, Subdivision 3.
33

34 **Subd. 5. Health Promotion and Health Education.** Both parties to this Agreement
35 recognize the value and importance of health promotion and health education programs.
36 Such programs can assist faculty members and their dependents to maintain and enhance
37 their health, and to make appropriate use of the health care system. To work toward these
38 goals:
39

40 A. **Develop programs.** The Employer will develop and implement health promotion and
41 health education programs, subject to the availability of resources. Each Appointing
42 Authority will develop a health promotion and health education program consistent with
43 the Department of Employee Relations policy. Upon request of any exclusive
44 representative in an agency, the Appointing Authority shall jointly meet and confer with
45 the exclusive representative(s) and may include other interested exclusive representatives.
46 Agenda items shall include but are not limited to smoking cessation, weight loss, stress
47 management, health education/self-care, and education on related benefits provided
48 through the State Health Plan and HMO plans.
49

- 1 B. **Health plan specification**. The Employer will require health plans participating in the
 2 Group Insurance Program to develop and implement health promotion and health
 3 education programs for State faculty members and their dependents.
 4
- 5 C. **Faculty member participation**. The Employer will assist faculty members' participation
 6 in health promotion and health education programs. Health promotion and health
 7 education programs that have been endorsed by the Employer (Department of Employee
 8 Relations) will be considered to be non-assigned job-related training pursuant to
 9 Administrative Procedure 21. Approval for this training is at the discretion of the
 10 Appointing Authority and is contingent upon meeting staffing needs in the faculty
 11 member's absence and the availability of funds. Faculty members are eligible for release
 12 time, tuition reimbursement, or a pro rata combination of both. Faculty members may be
 13 reimbursed for up to one hundred (100) percent of tuition or registration costs upon
 14 successful completion of the program. Faculty members may be granted release time,
 15 including the travel time, in lieu of reimbursement.
 16
- 17 D. **Health Promotion Incentives**. The Joint Labor-Management Committee on Health
 18 Plans shall develop a program that provides incentives for faculty members who
 19 participate in a health promotion program. The health promotion program shall
 20 emphasize the adoption and maintenance of healthier lifestyle behaviors and shall
 21 encourage wiser usage of the health care system.
 22

23 **Section 7. Faculty Member and Family Dental Coverage.**
 24

25 **Subd. 1. Coverage Options.** Eligible faculty members may select coverage under any one
 26 of the dental plans offered by the Employer, including health maintenance organization
 27 plans, the State Dental Plan, or other dental plans. Coverage offered through health
 28 maintenance organization plans is subject to change during the life of this Agreement upon
 29 action of the health maintenance organization and approval of the Employer after
 30 consultation with the Joint Labor/Management Committee on Health Plans. However,
 31 actuarial reductions in the level of HMO coverage effective during the term of this
 32 Agreement, including increases in co-payments, require approval of the Joint
 33 Labor/Management Committee on Health Plans. Coverage offered through the State Dental
 34 Plan is determined by Section 7 Subd. 2.
 35

36 **Subd. 2. Coverage Under the State Dental Plan** The State Dental Plan will provide the
 37 following coverage:
 38

- 39 A. **Co-payments.** Effective January 2, 2002, the State Dental Plan will cover allowable
 40 charges for the following services subject to the co-payments and coverage limits stated.
 41 Higher out-of-pocket costs apply to services obtained from dental care providers not in
 42 the State Dental Plan network. Services provided through the State Dental Plan are
 43 subject to the State Dental Plan's managed care procedures and principles, including
 44 standards of dental necessity and appropriate practice. The plan shall cover general
 45 cleaning two (2) times per plan year and special cleanings (root or deep cleaning) as
 46 prescribed by the dentist.
 47

<u>Service</u>	<u>In-Network</u>	<u>Out-of-Network</u>
Diagnostic/Preventive	100%	50%

Fillings	80%	50%
Endodontics	80%	50%
Periodontics	80%	50%
Oral Surgery	80%	50%
Crowns	80%	50%
Prosthetics	50%	None
Prosthetic Repairs	50%	None
Orthodontics*	80%	50%

*Please refer to your certificate of coverage for information regarding age limitations for dependent orthodontic care.

- B. **Deductible**. An annual deductible of one hundred twenty-five dollars (\$125) per person applies to State Dental Plan services received from out of network providers. The deductible must be satisfied before coverage begins.
- C. **Annual maximums**. State Dental Plan coverage is subject to a one thousand dollar (\$1,000) annual maximum benefit payable (excluding orthodontia) per person. "Annual" means per insurance year.
- D. **Orthodontia lifetime maximum**. Orthodontia benefits are available to eligible dependent children ages 8 through 18 subject to a two thousand eight hundred dollar (\$2,800) lifetime maximum benefit.

Section 8. Faculty Member Life Coverage.

Subd. 1. Basic Life and Accidental Death and Dismemberment Coverage. The Employer agrees to provide and pay for the following term life coverage and accidental death and dismemberment coverage for all faculty members eligible for an Employer Contribution, as described in Section 3. Any premium paid by the State in excess of fifty thousand dollars (\$50,000) coverage is subject to a tax liability in accord with Internal Revenue Service regulations. A faculty member may decline coverage in excess of fifty thousand dollars (\$50,000) by filing a waiver in accord with Department of Finance procedures. The basic life insurance policy will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.

<u>Faculty Member's Annual Base Salary</u>	<u>Group Life Insurance Coverage</u>	<u>Accidental Death and Dismemberment Principal Sum</u>
\$ 0 - \$20,000	\$30,000	\$30,000
\$20,001 - \$30,000	\$40,000	\$40,000

\$30,001 - \$40,000	\$50,000	\$50,000
\$40,001 - \$50,000	\$60,000	\$60,000
\$50,001 - \$60,000	\$70,000	\$70,000
Over \$60,000	\$75,000	\$75,000

1
2 **Subd. 2. Extended Benefits.** A faculty member who becomes totally disabled before age
3 70 shall be eligible for the extended benefit provisions of the life insurance policy until age
4 70. Faculty members who were disabled prior to July 1, 1983 and who have continuously
5 received benefits shall continue to receive such benefits under the terms of the policy in
6 effect prior to July 1, 1983.

7
8 **Subd. 3. Additional Death Benefit.** Faculty members who retire on or after July 1, 1985,
9 shall be entitled to a five hundred dollar (\$500) death benefit payable to a beneficiary
10 designated by the faculty member, if at the time of death the faculty member is entitled to an
11 annuity under a State retirement program. A five hundred dollar (\$500) cash death benefit
12 shall also be payable to the designated beneficiary of a faculty member who becomes totally
13 and permanently disabled on or after July 1, 1985, and who at the time of death is receiving a
14 State disability benefit and is eligible for a deferred annuity under a State retirement
15 program.

16
17 **Section 9. Optional Coverage.**

18
19 **Subd. 1. Life Coverage.**

- 20
21 A. **Faculty member.** A faculty member may purchase up to five hundred thousand dollars
22 (\$500,000) additional life insurance, in increments established by the Employer, subject
23 to satisfactory evidence of insurability. A new faculty member may purchase up to two
24 (2) times annual salary or \$200,000, whichever is less, in optional faculty member life
25 coverage within sixty (60) calendar days of hire without evidence of insurability.
26
27 B. **Spouse or Same Sex Domestic Partner.** A faculty member may purchase up to five
28 hundred thousand dollars (\$500,000) life insurance coverage for his/her spouse or same
29 sex domestic partner in increments established by the Employer, subject to satisfactory
30 evidence of insurability. A new faculty member may purchase either five thousand
31 dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse or same sex
32 domestic partner life coverage within sixty (60) calendar days of hire without evidence of
33 insurability.
34
35 C. **Children/Grandchildren.** A faculty member may purchase life insurance in the amount
36 of ten thousand dollars (\$10,000) as a package for all eligible children/grandchildren (as
37 defined in Section 2C of this Article). Child/grandchild coverage requires evidence of
38 insurability if application is made after the first sixty (60) calendar days of employment.
39 Child/grandchild coverage commences fourteen (14) calendar days after birth.
40
41 D. **Accelerated Life.** The additional faculty member, spouse or same sex domestic partner
42 and child life insurance policies will include an accelerated benefits agreement providing
43 for payment of benefits prior to death if the insured has a terminal condition.
44

1 E. **Waiver of Premium.** In the event a faculty member becomes totally disabled before age
2 seventy (70), there shall be a waiver of premium for all life insurance coverage that the
3 faculty member had at the time of disability.
4

5 F. **Paid Up Life Policy.** At age sixty-five (65) or the date of retirement, a faculty member
6 who has carried optional faculty member life insurance for the five (5) consecutive years
7 immediately preceding the date of the faculty member's retirement or age sixty-five (65),
8 whichever is later, shall receive a post-retirement paid-up life insurance policy in an
9 amount equal to fifteen (15) percent of the smallest amount of optional faculty member
10 life insurance in force during that five (5) year period. The faculty member's post-
11 retirement death benefit shall be effective as of the date of the faculty member's
12 retirement or the faculty member age sixty-five (65), whichever is later. Faculty
13 members who retire prior to age sixty-five (65) must be immediately eligible to receive a
14 state retirement annuity and must continue their optional faculty member life insurance to
15 age sixty-five (65) in order to remain eligible for the faculty member post-retirement
16 death benefit.
17

18 A faculty member who has carried optional spouse or same sex domestic partner life
19 insurance for the five (5) consecutive years immediately preceding the date of the faculty
20 member's retirement or spouse or same sex domestic partner age sixty-five (65),
21 whichever is later, shall receive a post-retirement paid-up life insurance policy in an
22 amount equal to fifteen (15) percent of the smallest amount of optional spouse or same
23 sex domestic partner life insurance in force during that five (5) year period. The spouse
24 or same sex domestic partner post-retirement death benefit shall be effective as of the
25 date of the faculty member's retirement or spouse or same sex domestic partner age sixty-
26 five (65), whichever is later. The faculty member must continue the full amount of
27 optional spouse or same sex domestic partner life insurance to the date of the faculty
28 member's retirement or spouse or same sex domestic partner age sixty-five (65),
29 whichever is later, in order to remain eligible for the spouse or same sex domestic partner
30 post-retirement death benefit.
31

32 Each policy remains separate and distinct, and amounts may not be combined for the
33 purpose of increasing the amount of a single policy.
34

35 **Subd. 2. Disability Coverage.**

36
37 A. **Short-term Disability Coverage.** A faculty member may purchase short-term disability
38 coverage that provides benefits of from three hundred dollars (\$300) to five thousand
39 dollars (\$5,000) per month, up to two-thirds (2/3) of a faculty member's salary, for up to
40 one hundred eighty (180) days during total disability due to a non-occupational accident
41 or a non-occupational sickness. Benefits are paid from the first day of a disabling injury
42 or from the eighth day of a disabling sickness. Coverage applied for within sixty (60)
43 days of hire or becoming insurance eligible does not require evidence of insurability.
44

45 B. **Long-term Disability Coverage.** New faculty members may enroll in long-term
46 disability insurance within sixty (60) days of employment or insurance eligibility. The
47 terms are the same as for faculty members who wish to add/increase during the annual
48 open enrollment. During open enrollment only, a faculty member may purchase long-
49 term disability coverage that provides benefits of from three hundred dollars (\$300) to
50 five thousand dollars (\$5,000) per month, based on the faculty member's salary,

1 commencing on the 181st calendar day of total disability, and not subject to evidence of
2 insurability but with a limited term pre-existing condition exclusion. Faculty members
3 should be aware that other wage replacement benefits, as described in the certificate of
4 coverage (i.e., Social Security Disability, Minnesota State Retirement Disability, etc.),
5 may result in a reduction of the monthly benefit levels purchased. In any event, the
6 minimum is the greater of three hundred dollars (\$300) or fifteen (15) percent of the
7 amount purchased. The minimum benefit will not be reduced by any other wage
8 replacement benefit. In the event that the faculty member becomes totally disabled
9 before age seventy (70), the premiums on this benefit shall be waived. When an eligible
10 faculty member has elected to take the state's long term disability coverage, the state
11 shall contribute one half (1/2) toward the premium or \$ 3.00 bi-weekly, whichever is less.
12

13 C. **Accidental Death and Dismemberment Coverage**. A faculty member may purchase
14 accidental death and dismemberment coverage that provides principal sum benefits in
15 amounts ranging from five thousand dollars (\$5,000) to one hundred thousand dollars
16 (\$100,000). Payment is made only for accidental bodily injury or death and may vary,
17 depending upon the extent of dismemberment. A faculty member may also purchase
18 from five thousand dollars (\$5,000) to twenty-five thousand dollars (\$25,000) in
19 coverage for his/her spouse or same sex domestic partner, but not in excess of the amount
20 carried by the faculty member.
21

22 D. **Continuation of Optional Coverage During Unpaid Leave or Layoff**. A faculty
23 member who takes an unpaid leave of absence or who is laid off may discontinue
24 premium payments on optional policies during the period of leave or layoff. If the
25 faculty member returns within one (1) year, the faculty member shall be permitted to pick
26 up all optional coverage held prior to the leave or layoff. For purposes of reinstating such
27 optional coverage, the following limitations shall be applicable.
28

29 For the first twenty-four (24) months of long-term disability coverage after such a period
30 of leave or layoff during which long-term disability coverage was discontinued, any such
31 disability coverage shall exclude coverage for pre-existing conditions. For disability
32 purposes, a pre-existing condition is defined as any disability that is caused by, or results
33 from, any injury, sickness or pregnancy that occurred, was diagnosed, or for which
34 medical care was received during the period of leave or layoff. In addition, any pre-
35 existing condition limitations that would have been in effect under the policy but for the
36 discontinuance of coverage shall continue to apply as provided in the policy.
37

38 The limitations set forth above do not apply to leaves that qualify under the Family
39 Medical Leave Act (FMLA).
40

41 **Section 10. Group Premium for Early Retirement**. Faculty members who retire from state
42 service prior to age sixty-five (65) with ten (10) years of credited pension service, and who are
43 entitled at the time of retirement to receive an annuity under a state retirement program shall be
44 eligible to continue to participate, at the faculty member's expense, in the group hospital, medical
45 and dental benefits as set forth in M.S. 43A.27, Subd. 3. at the state group premium rates.
46
47
48

ARTICLE 20
APPOINTMENTS AND LICENSES/ASSIGNED FIELDS

Section 1. Appointments. All appointments shall be made by the College via a letter of appointment which includes the type of appointment, the length of appointment (if not an unlimited position), the faculty member's address, state of Minnesota employee identification number, and the wages. The College shall provide the MSCF with a copy of this letter of appointment. In the case of adjunct and temporary part-time faculty, a letter of appointment will be used which includes information regarding the managerial right to cancel some or all of the temporary appointment in order to fulfill the contractual obligations to unlimited full-time and unlimited part-time faculty.

Subd. 1. Types of Appointments. The following types of appointments may be made: Unlimited Full-time, Unlimited Part-time, Temporary Full-time, and Temporary Part-time, and Adjunct.

Subd. 2. Posting of Vacancies. The College President or designee shall simultaneously distribute both full-time and part-time vacancy notices to all campus/sites for posting on the official bulletin board prior to any external advertisements or postings. Copies shall also be sent to the MSCF State President. No position shall be filled until at least ten (10) days have elapsed after posting the notification.

Section 2. Unlimited Full-Time. An unlimited full-time faculty member is defined as a faculty member with a full-time assignment for an academic year that carries the assumption that such employment will continue on a full-time basis in subsequent years. To qualify for unlimited full-time status, the faculty member must meet minimum qualifications for the credential field (assigned field or license area) and successfully complete probationary status. All unlimited full-time positions must be posted with an approved credential field.

No faculty member shall serve more than one (1) probationary period in the MSCF bargaining unit except when the faculty member has separated for more than five (5) years. An unlimited full-time faculty member who is rehired into an unlimited position after being separated for more than five (5) years may be required to serve a one (1) year probationary period upon rehire. Time spent on layoff or recall shall not count as being separated.

Subd. 1. Probation. A faculty member must complete three (3) years (six (6) semesters) of probationary status before becoming an unlimited full-time faculty member. A probationary appointment means that the individual holding such status is being evaluated for purposes of determining whether or not unlimited status will be granted. A probationary faculty member who successfully completes the probationary appointment period shall become an unlimited full-time faculty member.

Faculty members who were hired during the 2000-2001 and 2001-2002 under the provisions of the former MCCFA contract shall continue to have the obligation of completing two (2) years [four (4) semesters] of probationary status.

Subd 2. Non-Renewal. Probationary faculty members who are non-renewed shall be notified of the non-renewal by certified mail no later than one (1) month prior to the end of the sixth (6th) probationary semester.

1 There shall be no employment rights for layoff or recall for probationary faculty members.
2 The non-renewal of a probationary faculty member is not subject to the grievance
3 procedures, outlined in Article 27.
4

5 **Subd. 3. Provisional Unlimited Status.** Faculty members hired before July 1, 2002, who do
6 not meet minimum qualifications and who have satisfactorily completed probation shall be
7 granted provisional unlimited status. Provisional unlimited status shall not exceed two (2)
8 years. The faculty member shall become unlimited full-time immediately upon satisfactory
9 attainment of the minimum qualifications. Failure to meet minimum qualifications at the end
10 of the two (2) years shall constitute just cause for immediate dismissal.
11

12 **Subd. 4. Unlimited Special.** If it is to the mutual advantage of the faculty member and the
13 college, an unlimited full-time faculty member's load may be reduced to a load between fifty
14 percent (50%) and eighty percent (80%) of a full-time load for a semester, two (2) semesters
15 or one (1) or more academic years. For purposes of this provision, a full-time load shall be
16 defined in accordance with the workload provisions of this Contract. Such reduction must
17 have the agreement of the faculty member and the college president. Written notification of
18 the agreement must be submitted to the chancellor's designee and the MSCF. The agreement
19 relative to the reduction and the conditions under which the faculty member may or must
20 return to full-time status shall be stated in writing at the time of the agreed reduction. Such
21 unlimited special faculty member shall have each year of service count as a full year for
22 purposes of seniority, step movement, and sabbatical leave. Other fringe benefits shall
23 accrue to such faculty member in accordance with the contract provisions in effect at the
24 time. A work assignment load reduction under this provision shall not be construed as a
25 leave of absence under Article 15.
26

27 **Section 3. Unlimited Part-Time.** An unlimited part-time faculty member is defined as a faculty
28 member with a part-time assignment between forty per cent (40%) and eighty per cent (80%) for
29 an academic year that carries the assumption that such employment will continue on a part-time
30 basis in subsequent years. To qualify for unlimited part-time status, the faculty member must
31 meet minimum qualifications for the credential field and successfully complete the probationary
32 period. All unlimited part-time positions must be posted with an approved credential field.
33

34 No faculty member shall serve more than one (1) probationary period in the MSCF bargaining
35 unit except when the faculty member has separated for more than five (5) years. An unlimited
36 part-time faculty member who is rehired into an unlimited position after being separated for
37 more than five (5) years may be required to serve a one (1) year probationary period upon rehire.
38 Time spent on layoff or recall shall not count as being separated.
39

40 **Subd. 1. Level of Minimum Guarantee.** The minimum percentage guaranteed of an
41 unlimited part-time position shall be established when the position is posted or be the level of
42 employment during the previous academic year when a temporary part-time faculty member
43 is granted unlimited part-time status. Assignments above the minimum guarantee may be
44 made. Unlimited part-time faculty members will be offered up to eighty per cent (80%)
45 when assignments are available. Fringe benefits will be based on the minimum guaranteed
46 appointment or actual academic year workload, whichever is greater and will be annualized.
47

48 An unlimited part-time faculty member holding appointments at more than one state college
49 who has conflicting work schedules must select which college's assignment s/he will meet
50 and must resign the appointment from the other college if alternative arrangements which are

1 acceptable to the administration can not be implemented. Unlimited part-time faculty who
2 decline assignments as part of the minimum guaranteed percentage appointment or who
3 refuse unlimited full-time positions that are offered at their college shall lose their unlimited
4 part-time status.

5
6 **Subd. 2. Probation.** A faculty member must complete six (6) semesters of probationary
7 status before becoming an unlimited part-time faculty member. A probationary appointment
8 means that the individual holding such status is being evaluated for purposes of determining
9 whether or not unlimited status will be granted. A probationary faculty member who
10 successfully completes the probationary appointment shall become an unlimited part-time
11 faculty member.

12
13 **Subd 3. Non-Renewal.** Probationary faculty members who are non-renewed shall be
14 notified of the non-renewal by certified mail no later than one (1) month prior to the end of
15 the sixth (6th) probationary semester.

16
17 There shall be no employment rights for layoff or recall for probationary faculty members.
18 The non-renewal of a probationary faculty is not subject to the grievance procedures,
19 outlined in Article 27.

20
21 **Subd. 4. Conversion from Unlimited Part-time to Unlimited Full-time.** Upon mutual
22 agreement between the MSCF and the college president, a current unlimited part-time faculty
23 member may be granted an unlimited full-time position at his/her college that includes
24 his/her current unlimited part-time assignment.

25
26 Unlimited part-time faculty whose actual assignments exceed eighty percent (80%) for two
27 (2) consecutive academic years shall be converted to unlimited full-time status at their
28 college if there are no eligible unlimited full-time faculty members on layoff who claim the
29 position. Assignments for replacement of other faculty on sabbatical leave or assignments
30 paid from soft money will not qualify as actual assignments for purposes of automatic
31 conversion to unlimited full-time. Such assignments shall be identified at the time the
32 assignments are made.

33
34 **Section 4. Temporary Full-Time.** A temporary full-time faculty member is defined as a
35 faculty member who has been hired for a full-time assignment for an academic year. A
36 temporary full-time faculty member must meet the minimum qualifications for the credential
37 field of the position. Such employment terminates at the end of the stated appointment. When
38 the length of the temporary full-time position is known to be more than one year, the posting
39 shall indicate the number of years. The typical duration of the posted position will be one (1)
40 academic year, but a temporary full-time appointment may be continued for up to five (5) years
41 without posting in the interim if no unlimited full-time faculty member is on layoff. Not
42 withstanding the provisions contained in Article 22, Section 13, Subd. 3, faculty who transfer to
43 a temporary full-time position posted for more than one year shall be granted the position for the
44 number of years contained in the posting.

45
46 When a faculty member who has held a temporary full-time appointment for three (3) full
47 academic years is rehired to an unlimited full-time position in the same credential field, the
48 faculty member shall receive an unlimited full-time appointment rather than a probationary
49 appointment. If a faculty member who holds a temporary full-time appointment for six (6) or

1 more years requests unlimited status, s/he shall be granted such status if agreed to by the college
2 president.

3
4 **Section 5. Temporary Part-time.** A temporary part-time faculty member is defined as a faculty
5 member with a part-time assignment of five (5) or more credits in a semester or a summer
6 session. Such employment terminates at the end of the stated appointment period except as
7 provided in Article 25 of this Contract.

8
9 **Section 6. Adjunct Faculty Member.** An adjunct faculty member is defined as a faculty
10 member with a part-time assignment of fewer than five (5) credits for a semester or a summer
11 session. Such employment terminates at the end of the stated appointment period except as
12 provided in Article 25 of this Contract.

13
14 **Section 7. Hiring Practices.** The Employer will insure that the system employs no less than
15 (70%) of the total FYE MSCF bargaining unit ten (10) faculty as unlimited full-time faculty and
16 that each state college employs no less than sixty percent (60%) of the total FYE MSCF
17 bargaining unit ten (10) faculty as unlimited full-time faculty as calculated below.

18
19 **Subd 1. Calculation of UFT Positions Needed.** The basis for calculating the number of
20 unlimited full-time faculty positions required at each college will be as follows:

21
22 A. No later than February 15 of each year, the Employer shall provide the MSCF with a
23 report of total MSCF bargaining unit employment at all technical colleges, community
24 colleges and comprehensive community colleges for the current year. This report will
25 include all credit assignments, including overload during the academic year, activity
26 credits, and fifty percent (50%) of the concurrent enrollment, provided by full-time and
27 part-time faculty regardless of bargaining unit eligibility. It shall include all persons who
28 are paid wages by the college or system regardless of funding source. Summer
29 assignments including extra days and Financial Aid will not be included except for the
30 remaining two (2) full-time unlimited financial aid directors employed at Century
31 College, and Minneapolis Community and Technical College. Customized Training
32 (credit and non-credit) provided by Customized Training faculty members as defined in
33 Article 28 shall not be included in this calculation.

34
35 B. The work that is done by temporary faculty members who are hired as replacements for
36 sabbatical leaves and for MSCF release time shall be subtracted from the total at each
37 college.

38
39 C. The Hiring Practices requirement of seventy percent (70%) state-wide and sixty percent
40 (60%) at each college shall be established by multiplying the total MSCF employment as
41 described above times 0.70 and 0.60 and rounded to the nearest whole number. If the
42 rounding down causes the percentage to go below seventy (70%) and sixty (60%), the
43 number will be rounded up.

44
45 **Subd. 2. Verification of Rosters.** The unlimited full-time faculty roster as of February 15
46 shall include all instructors, counselors and librarians with the exception of new unlimited
47 part-time faculty after July 1, 1987. No later than March 15 of each year, the system office
48 and the MSCF shall jointly produce an analysis of the unlimited full-time MSCF faculty
49 employed at each technical college, community college and consolidated community college
50 for the current academic year. The analysis will examine each college. Customized Training

1 faculty members as defined in Article 28 shall not be included in this analysis.

2
3 A. Faculty who have been terminated for cause or have been non-renewed as of February 15
4 shall be subtracted from the total. Any faculty member who is on an unpaid leave of
5 absence to serve as a MnSCU administrator for more than three (3) years shall also be
6 subtracted from the total.

7
8 B. The difference between the number of unlimited full-time faculty currently employed at
9 each college as of February 15 and respective of deletions indicated above and the
10 number needed to insure seventy percent (70%) and sixty percent (60%) as established in
11 Subd. 1, paragraphs A and B above shall be the minimum number posted and hired. The
12 posting of the required number of unlimited full-time positions needed to be in
13 compliance with the hiring practices above shall occur no later than March 31, to allow
14 for filling at the start of the next academic year. It is the intent of this section to provide
15 compliance by the beginning of the next academic year. The system and the MSCF will
16 meet no later than May 1 to assure that the number of positions posted will bring the
17 colleges into compliance.

18
19 Class size increases may not be used to alter the ratio of unlimited full-time faculty to
20 temporary part-time faculty.

21
22 Colleges with a higher percentage of unlimited full-time faculty than the sixty percent (60%)
23 referenced above may not use the percentage of full-time faculty as a reason to issue layoff
24 notices.

25
26 When special circumstances exist and agreement is reached between the MSCF and the
27 Chancellor, terms of this subdivision may be waived or altered.

28
29 **Section 8. Faculty Credential Fields (Assigned Fields and Licenses).**

30
31 **Subd. 1. Establishing A Credential Field.** The original assigned field or license of
32 instructors, counselors, or librarians shall be the field for which the faculty member was hired
33 as approved by the college president. This assigned field or license must correspond to the
34 majority of the assignments held. Upon initial hiring a written notice of the assigned field or
35 license shall be sent to the faculty member and MSCF and a written notice of any change in
36 assigned field or license shall be sent to the faculty member and MSCF. A student activity
37 assignment shall not be considered an assigned field. The faculty member shall file both a
38 written application form and official copies of required transcripts. The evaluation of those
39 credentials shall be provided to the faculty member and to the MSCF.

40
41 An additional credential field(s) shall be added, by the college president, under the following
42 provisions:

43
44 A. Initial Hire. As part of the original credential field when the assignment is verified by the
45 college to include at least six (6) credits per semester for two (2) semesters within the
46 first two (2) academic years, the college president verifies that the assignment will
47 continue, and the faculty member meets the minimum qualifications for the credential
48 field.

1 B. Subsequent to Unlimited Status. As an additional assigned field when an unlimited
2 full-time or unlimited part-time faculty member has completed assignments of at least
3 four (4) credits per semester in the requested assigned field, for two (2) semesters within
4 two (2) consecutive academic years, the college president verifies that the assignment
5 will continue, and the faculty member meets minimum qualifications for the assigned
6 field.

7
8 C. Subsequent to Unlimited Status. As an additional license when an unlimited full-time or
9 unlimited part-time faculty meets licensure requirements and is reassigned into the new
10 license area.

11
12 D. Layoff Prohibition. A faculty member shall not be granted an initial or subsequent
13 credential field at a college if another faculty member is on notice of layoff or on layoff
14 in that credential field at the college.

15
16 **Subd. 2. Joint Committee on Credential Fields.** A joint committee composed equally of
17 faculty members appointed by the MSCF and administrators appointed by the Chancellor
18 shall continue to make recommendations on credential fields and minimum hiring
19 qualifications to the chancellor. When the joint committee and the Office of the Chancellor
20 have reached agreement on a credential field and the minimum qualifications, the Employer
21 will maintain the current qualifications and provide a copy to the MSCF. The Employer will
22 also maintain a current listing of faculty who hold each credential field and will provide a
23 copy to the MSCF. The current listing of credential fields and the minimum qualifications
24 are available on the Employer's website and at the college's human resources office.

25
26
27 **ARTICLE 21**
28 **SENIORITY**

29
30 All faculty members including probationary who are listed on the unlimited full-time and
31 unlimited part-time seniority rosters published in November 2001 shall continue their seniority
32 as previously established. Faculty hired after November 2001 shall have their seniority
33 determined in accordance with Section 1 below.

34
35 For purposes of seniority, all Minnesota state colleges shall be considered to have the same
36 starting date for comparable semesters. The semester starting date shall be the earliest date
37 published each year for each semester at a Minnesota State College as the first work date for the
38 faculty. When a faculty member's first employment date is prior to the starting date, the extra
39 days worked shall be reflected on the seniority roster and may be used if necessary in the tie
40 breaking process. When a faculty member's first employment date is later than the common
41 date, the actual starting date will be the starting date.

42
43 **Section 1. Seniority Defined.** Seniority of a faculty member shall be determined by figuring
44 the total FTE length of continuous probationary and unlimited full-time or unlimited part-time
45 service in the faculty member's credential field(s) since the faculty member's starting date in the
46 credential field. The starting date of a faculty member's seniority shall be the beginning of the
47 term when a faculty member started probationary/unlimited full-time or probationary/unlimited
48 part-time service. Seniority shall accrue in each credential field held by the faculty member.

1 Faculty members appointed as MnSCU administrators may be granted a leave of absence of up
2 to three (3) years and continue to accrue seniority during such three (3) year period. Each
3 administrator who remains in a MnSCU administrator position after three (3) years shall be
4 removed from the seniority roster. In the event that the administrator is rehired into the MSCF
5 bargaining unit, the administrator shall have his/her seniority reinstated for all time actually
6 served as a faculty member.

7
8 The procedures for the establishment, posting and appeal of the seniority lists are described
9 below:

10
11 **Section 2. Site Defined.** A “site” is defined as an off campus location where one or more
12 Unlimited Full-time faculty members are assigned as their primary work site. For purposes of
13 definition within this section the current sites are Native American reservations, correctional
14 facilities, and current locations mutually agreed upon for community-based programs. The
15 establishment of any future site shall be determined by mutual agreement between MnSCU and
16 MSCF. A college may include multiple campuses and/or sites.

17
18 **Subd. 1.** Small Business Management, Farm Business Management, Computer Small
19 Business, Lamb and Wool Management, Specialty Crops Management, and other like
20 programs faculty will have site-based seniority only. Faculty members who transfer to an
21 existing or new site will retain seniority rights to their original site or campus.

22
23 **Subd. 2.** Corrections Facility faculty will have site-based seniority only. Corrections
24 Facility faculty who had position rights at a campus/college prior to July 1, 1995, will retain
25 all other rights provided in this agreement. Faculty members who transfer to a Corrections
26 Facility will retain seniority rights to their original site or campus.

27
28 **Subd. 3.** Native American Reservations faculty will have site-based seniority only. Native
29 American Reservations faculty who had position rights at a campus/college prior to July 1,
30 1995, will retain all other rights provided in this agreement. Faculty members who transfer
31 to a Native American Reservation site will retain seniority rights to their original site or
32 campus.

33
34 **Section 3. Calculation Of Temporary Service.** When a temporary faculty member who has
35 been employed continuously (at least one (1) semester per academic year) becomes probationary,
36 unlimited full-time or unlimited part-time his/her seniority shall be calculated by including
37 his/her service prior to the change in status on a pro rata (FTE) basis at the college.

38
39 **Section 4. Unlimited Part-Time Seniority Roster.** All faculty members granted unlimited
40 part-time status shall have their seniority status maintained on a separate roster from unlimited
41 full-time faculty.

42
43 **Section 5. Posting and Recalculation.** The seniority roster shall be posted by November 1 of
44 each academic year. Faculty members may request seniority recalculations within thirty (30)
45 calendar days after distribution of the seniority roster. The Office of the Chancellor and MSCF
46 shall maintain a statewide seniority system.

47
48 **Section 6. Tie Breakers.** A tie may occur whenever two (2) or more faculty members are hired
49 at the same time in the same credential field(s), when faculty members return from an unpaid

1 leave of absence that does not merit the accrual of seniority, and when faculty members are hired
2 with previous temporary service.

3
4 Ties in college/campus/site seniority shall be broken at the time of employment. Ties in
5 statewide seniority shall be broken at the time of claiming or at the time of determining
6 sabbatical leave eligibility. When two (2) or more faculty members have the same seniority,
7 their relative position shall be determined by using the following criteria in the order listed:

- 8
9 A. The faculty member with the greater total employment in the Minnesota state colleges,
10 including temporary employment, shall have the greater seniority.
11
12 B. The faculty member with the higher number of graduate credits in the credential field
13 shall have the greater seniority.
14
15 C. The faculty member with the earlier date on which the issuing agency approved the
16 license, as evidenced by the issuing agency's signature and date on the license application
17 form, shall have the greater seniority.
18
19 D. If after consideration of 1., 2., and 3. a tie still exists, the tie shall be broken by lot.
20

21 **Section 7. Break in Seniority.** Seniority shall be broken by resignation, retirement, failure to
22 return from an authorized leave of absence, or failure to return from a layoff. An unlimited
23 full-time or unlimited part-time faculty member who is placed in a temporary part-time status
24 shall not be considered to have had a break in service during the period of temporary part-time
25 status.

26
27 **Section 8. Seniority in New Credential Fields.** If subsequent to a faculty member's start of
28 unlimited service in the faculty member's initial credential field, another credential field is/was
29 approved for such faculty member, the seniority in this credential field shall start at the
30 beginning of the semester when such credential field was approved.

31
32 Once a credential field is approved and established for a faculty member, the faculty member
33 continues to accumulate seniority in that credential field for as long as the faculty member
34 remains as an unlimited faculty member in the system.

35
36 If a faculty member has more than one (1) credential field, and the original credential field is
37 deleted from the MnSCU Board Policy or MnSCU procedures, then the faculty member will be
38 granted seniority in the second credential retroactive to the original seniority date.
39

40 **Section 9. Seniority at a New College Via Claiming.**

41
42 **Subd. 1.** A faculty member on layoff who claims a vacancy at another college in a new
43 credential field shall retain system seniority in the original credential field(s). Such faculty
44 member shall have his/her system seniority in the original credential field(s) noted on the
45 college seniority roster. S/he shall begin accruing seniority in the new credential field
46 starting from the beginning of the semester in which s/he claims.
47

48 **Subd. 2.** A faculty member on layoff who claims a vacancy at another college in a credential
49 field that the faculty member already holds shall retain system seniority and shall establish
50 college seniority at the new college equal to the seniority held at the previous college.

1
2 **Section 10. Seniority at a New College Via Voluntary Transfer.** A faculty member who
3 voluntarily transfers to a position in another college shall retain system wide seniority in the
4 original credential field(s) for purposes of claiming positions in the future, salary schedule
5 placement, and sabbatical eligibility/tie breakers. S/he shall begin accruing seniority at the new
6 college starting from the beginning of the semester in which s/he transfers barring an agreement
7 per Article 22, Section 9 between the parties to the contrary.
8
9

10 **ARTICLE 22**
11 **LAYOFF AND FACULTY TRANSFERS**

12
13 **Section 1. Layoffs.** Layoffs of unlimited faculty members may occur only when necessary for
14 bona fide, good, and sufficient reasons.
15

16 **Subd. 1. Reasons.** The administration shall provide both the MSCF and the faculty
17 member affected a written summary of the circumstances giving cause to the layoff and of
18 the alternatives to layoff which have been considered. If layoffs are to occur, the
19 administration shall meet with the MSCF to discuss the layoffs at a Shared Governance
20 Council meeting. Such meeting shall be scheduled prior to November 15.
21

22 **Subd. 2. Layoff Notice Timelines.** If a layoff is contemplated by the administration, the
23 faculty member on the unlimited full-time seniority roster who is to be laid off shall be
24 notified of the impending layoff no later than November 1 to be effective on the last day of
25 the next spring semester. Unlimited part-time faculty members shall be notified in writing of
26 impending layoff by November 1 of an impending layoff to be effective at the end of the
27 spring semester, and no later than April 1 of an impending layoff to be effective at the end of
28 the following fall semester. The layoff is subject to the Shared Governance language
29 contained in Article 8.
30

31 **Subd. 3. Order.** Layoffs shall be based on inverse seniority within the credential field. A
32 faculty member shall not be laid off if a less senior faculty member in the college holds a
33 position for which the first faculty member is qualified and has greater seniority at the
34 college. No layoffs shall be made if the college continues to employ part-time faculty
35 members who are providing bargaining unit work in the faculty member's credential field(s).
36

- 37 A. Temporary faculty members in the credential field shall be terminated before a
38 probationary faculty member is terminated.
39
40 B. Probationary faculty members in the credential field shall be terminated before any
41 unlimited faculty member is laid off.
42
43 C. Unlimited part-time faculty shall be laid off based on inverse seniority within the
44 credential field prior to any unlimited full-time faculty member.
45

46 **Subd. 4. Equalization of Budget Cuts.** In the case of a substantial reduction in funds
47 available to the Board for state colleges, every effort shall be made to equalize the effect of
48 the reduction on all staff at the technical, community and consolidated colleges.
49

1 **Subd. 5. College Closing.** In the event a college is closed by the Board of Trustees and/or
2 the Minnesota State Legislature, the parties agree to meet and negotiate on the impact of such
3 closure on the terms and conditions of employment for affected faculty.
4

5 **Section 2. Layoff Procedure for Colleges with Multiple-Campuses or Sites.** The following
6 provisions are operative on a college-wide basis.
7

8 **Subd. 1. Identification of Positions to be Eliminated.**
9

- 10 A. College administration shall identify the position(s) that are being eliminated.
11
12 B. College administration shall also identify senior faculty who must be reassigned because
13 their position(s) is being eliminated.
14
15 C. Prior to or simultaneously with the official notification to affected faculty of layoff, the
16 college shall forward this information to the MSCF.
17

18 **Subd. 2. Issuance of Lay off Notices and/or Termination Notices and Identification of**
19 **Positions to be Eliminated.**
20

- 21 A. Layoff notices shall be given to the least senior faculty member(s) in the area of
22 assignment/licensure from which positions are being eliminated.
23
24 B. Termination notices shall be issued in the following order:
25 1. Temporary Faculty
26 2. Probationary Faculty
27
28 C. Lay off notices shall be issued in the following order:
29 1. Unlimited part-time faculty.
30 2. Least senior unlimited full-time faculty.
31
32 D. The position(s) occupied by those least senior faculty who have received notice of layoff
33 and/or termination notices shall be declared vacant in an (FTE) amount needed to
34 accommodate the reassignment of more senior faculty whose positions are being
35 eliminated, consistent with Subds. 3 and 4 of this section below.
36

37 **Subd. 3. Reassignment of Senior Faculty.**
38

- 39 A. The most senior faculty member whose position is being eliminated shall be offered
40 his/her choice of reassignment to the vacated position(s) as specified in Subd. 2 of this
41 section.
42
43 B. The college will make the offer of reassignment within 10 days of the date the layoff
44 notice was received by the faculty member.
45
46
47 C. If the faculty member declines this offer of reassignment, then s/he shall accept the
48 layoff, unless the layoff is rescinded prior to the effective date of layoff.
49

1 **Subd. 4. Reassignment of Senior Faculty due to Multiple Layoffs.** If it is necessary to
2 eliminate the positions of (and reassign) more than one senior faculty member, the affected
3 faculty members shall choose the vacated position to which they will be reassigned according
4 to the following order:

5
6 A. The most senior faculty member shall have first choice of the vacated positions described
7 in Subd. 2 of this section.

8
9 B. The second most senior faculty member shall have the second choice and so forth.

10
11 **Subd. 5. Deadlines for Faculty Identifying Choices.** Faculty members must indicate their
12 choice within twenty (20) days of receiving the offer of reassignment.

13
14 **Subd. 6. Reassignment, Transfer and Claiming.**

15
16 A. Reassignment consistent with Subd. 3 and 4 of this section constitutes a voluntary
17 transfer.

18
19 B. Reassignment Subds. 3 and 4 of this section is not a waiver of the right to recall or
20 reinstatement.

21
22 **Section 3. Multiple Credential Fields.**

23
24 **Subd. 1. Multiple Assigned Fields.** A faculty member who has more than one (1) assigned
25 field may be by-passed for the purpose of layoff, when s/he has adequate seniority in another
26 assigned field(s) and sufficient workload is available in such field(s) to retain full-time
27 employment. When this occurs, the faculty member may not be assigned to teach in the
28 assigned field where the layoff occurred until such time that the laid-off faculty member has
29 claimed another full-time unlimited position, had his/her layoff rescinded, resigned, or had
30 his/her four (4) year claiming rights expire, whichever comes first. When the more senior
31 faculty member has provided notification of intent to claim part-time vacancies pursuant to
32 this article, s/he shall be offered all available assignments for which s/he is qualified prior to
33 the assignment of the less senior faculty member who was by-passed. If the more senior
34 laid-off faculty member rejects an offer to claim such assignments, the by-passed faculty
35 member may be reassigned in that field(s). The by-passed faculty member shall not be
36 eligible for re-training as provided in this article. In the event it is later determined by the
37 administration that a layoff is needed in the by-passed faculty member's other assigned
38 fields(s) and that faculty member is given the layoff notice, any grievance appeal of such
39 layoff shall be limited to the current circumstances in that assigned field.

40
41 **Subd. 2. Multiple Licenses.** Faculty members who are licensed in more than one (1)
42 program area will be bypassed for layoff if she/he has greater seniority than another faculty
43 member at the college in any of her/his additional license area(s) according to the following:

44
45 A. The most senior faculty member(s) whose position is being eliminated will be offered
46 reassignment to the position of the least senior faculty member in all licensure areas held by
47 the faculty member(s) whose position is being eliminated.

48
49 B. The college will make the offer of reassignment within ten (10) days of the date the layoff
50 notice was received by the faculty member.

- 1
2 C. Faculty members must indicate their choice within twenty (20) days of receiving the offer
3 of reassignment.
4
5 D. If the more senior faculty member declines this offer of reassignment, then s/he shall
6 accept layoff, unless the layoff is rescinded prior to the effective date of layoff.
7

8 **Section 4. Layoff Benefits For Former MCCFA Bargaining Unit Members.**
9

10 **Subd. 1. Eligibility.** Eligibility for benefits provided by this section require the faculty
11 member is employed at the time of notice at a stand-alone Community College or is
12 employed at a Consolidated College in a credential field the Bureau of Mediation Services
13 order issued on January 14, 1999 placed in the former MCCFA unit (See Appendix B).
14

15 **Subd. 2. Reassignment for Retraining.** Any unlimited full-time faculty member who
16 receives a notice of layoff by the Employer shall be granted the equivalent of twenty-one
17 (21) semester credits for full paid reassignment time for the purpose of retraining to be
18 completed during spring semester, the summer following notice of layoff, or any
19 combination thereof as scheduled by the faculty member and approved by the Employer.
20 The faculty member shall submit a retraining plan to the administration no later than
21 December 1. The initial retraining plan will need to identify only the area of retraining, the
22 number of reassigned credits needed, the timing of the reassigned time, and the number of
23 graduate credits that will be taken. Prior to scheduling retraining activities, the faculty
24 member shall consult with the administration to resolve any scheduling conflicts. If the plan
25 includes credit course work the faculty member shall provide the administration with a copy
26 of the fee statement. During the semesters of reassignment for retraining the faculty member
27 is subject to assignment at the college to the percentage that the enrolled credits are fewer
28 than nine (9) credits.
29

30 The faculty member on summer reassignment for retraining shall be compensated for no
31 more than six (6) credits at the pro rata rate for the summer session. This compensation is
32 overload pay but is not subject to the forty percent (40%) limitation contained in Article 13
33 of this Contract.
34

35 **Subd. 3. Tuition Support.** During the layoff notification period, as well as through the four
36 (4) year claiming period, a laid off unlimited full-time faculty member shall be provided with
37 twenty-four (24) graduate semester credits of full tuition support at any MnSCU institution
38 (faculty member only). Regardless of the number of credits of tuition support utilized, the
39 tuition support shall end at the beginning of the semester in which the faculty member begins
40 work in a claimed unlimited full-time position.
41

42 **Subd. 4. Claiming Vacant Positions.** Effective July 1, 2002, faculty members covered by
43 this section may claim and reserve positions as specified below.
44

45 **A. Claiming Period.** For a period of four (4) years a laid off unlimited full-time faculty
46 member may claim any bargaining unit vacancy in any of the Minnesota technical,
47 community or consolidated colleges for which s/he meets the minimum qualifications for the
48 assigned field or license of the vacancy. For a period of two (2) years, a laid off unlimited
49 part-time faculty member may claim any part-time assignment at the college from which s/he
50 is laid off and for which s/he meets the minimum qualifications for the assigned field or

1 license of the vacancy. If more than one (1) laid off faculty member claims a particular
2 vacancy, the faculty member with the greatest state college system seniority shall receive the
3 job.
4

5
6 **B. Process for Claiming Vacancies.**
7

8 **1. Notice of Full-time Vacancies.** The office of the chancellor shall notify all unlimited
9 full-time faculty members on notice of layoff or on layoff of all full-time vacancies
10 within the system as soon as positions are open.
11

12 Once a faculty member on layoff has claimed and been awarded a vacancy within the
13 system, the claimed position may not be withdrawn.
14

15 **2. Claiming Posted Vacancies.** Faculty members wishing to claim or reserve a vacant
16 position must notify the chancellor or designee of their intent to do so in writing within
17 fifteen (15) days of the posting. In order to claim vacant positions, faculty members must
18 hold either the credential field of the vacancy or meet the minimum qualifications for the
19 credential field of the vacancy.
20

21 Faculty members may not claim activity assignments. At the discretion of the
22 administration, faculty members can be reassigned or laid off from activity assignments
23 without cancellation of the assignment. A student activity assignment shall not be
24 considered an assigned field, designated assignment, or license area.
25

26 **3. Order of Claiming Posted Vacancies.** Current faculty members may claim vacant
27 unlimited full-time or temporary full-time or unlimited part-time positions for which they
28 are qualified in the following order:
29

- 30 a. Unlimited full-time faculty members who have been notified of layoff and hold the
31 credential field or meet minimum qualifications for the credential field;
32
33 b. Unlimited full-time faculty members in the order of seniority who are employed in a
34 credential field at a college in which a faculty member is on notice of layoff.
35
36 c. Unlimited full-time faculty members who have been notified of layoff or are laid off
37 and within the claiming period indicated in Section 5, Subdivision 4. A. above and
38 who reserve the position via Section 5, Subdivision 4, B. above and Subd. 7 below by
39 declaring such and by preparing an approved/amended retraining plan to meet
40 minimum qualifications for the position.
41

42 **C. Claiming Part-time Work Assignments.**
43

44 **1. Order of Claiming Part-time Work.** Current faculty members who are on layoff
45 may claim part-time work for which they are qualified in the following order:
46

- 47 a. Unlimited full-time faculty members who are on layoff and hold the assigned field or
48 meet the minimum qualifications for the assigned field.
49
50 b. Unlimited part-time faculty members who are on layoff and hold the assigned field or

1 meet the minimum qualifications for the assigned field may claim the part-time work
2 at the college from which they are laid off, in seniority order.

3
4 **2. Notification to College Human Resource Designees.** No later than the effective
5 date of layoff, the laid-off unlimited full-time faculty member shall file, with the human
6 resources designee(s) at all colleges where s/he would accept part-time work for which
7 s/he is qualified, a statement defining the minimum part-time work within that college
8 s/he would accept. This statement shall remain in effect until such time as the faculty
9 member submits documentation to the college human resources designee(s) at each
10 college where he/she would accept part-time work that the Office of the Chancellor has
11 confirmed minimum qualifications for additional assigned field(s) and/or the faculty
12 member announces a change in the statement above.

13
14 Subsequent to the effective date of layoff, the faculty member shall submit
15 documentation required to meet minimum qualifications for claiming an additional
16 assigned field(s), along with a letter identifying this as a request for approval of minimum
17 qualifications for part-time claiming. The Office of the Chancellor shall have twenty (20)
18 calendar days after the receipt of the final documentation to complete the evaluation for
19 minimum qualifications. Upon receipt of the written confirmation from the Office of the
20 Chancellor that the minimum qualifications have been met, the faculty member shall
21 submit a revised statement to the respective college human resources designee(s) at each
22 college where part-time work would be accepted. Such revised statements will not be
23 considered for the next term unless received by the college human resources designee at
24 least ten (10) calendar days prior to the first day of that term. This ten (10) calendar day
25 requirement may be waived at the sole discretion of the Office of the Chancellor.

26
27 Those laid-off faculty members who have filed such statements shall be notified of all
28 acceptable part-time vacancies for which they are qualified (either by holding the
29 assigned field(s) or by receiving Office of the Chancellor confirmation of having met
30 minimum qualifications for additional assigned fields). The faculty member may reject
31 any part-time offer with no penalty. If the faculty member claims the part-time position,
32 the faculty member shall not forfeit any unlimited faculty member rights, shall be
33 considered to be on the layoff list, and shall be entitled to all rights of laid-off faculty
34 members.

35
36 The faculty member shall have until ten (10) calendar days before classes begin to accept
37 offers for part-time work in areas of claiming rights. The college human resource
38 directors shall make every reasonable effort to make such offers in writing as soon as
39 possible. The faculty member who accepts part-time work at one college will continue to
40 have the right to accept offers from other colleges up until ten (10) calendar days before
41 the classes begin. If a new section or a new course is added to the schedule within the ten
42 (10) calendar days, then the faculty member on layoff must be contacted with the offer.
43 The faculty member shall have the right to accept the offer, if possible, along with the
44 other offers already accepted, but may not accept a new offer and cancel out of the
45 previously accepted work.

46
47 **Subd. 5. Sick Leave Liquidation Pay.** The faculty member shall receive sick leave
48 liquidation pay at the rate established at the time of layoff in accordance with Article 16 and
49 may elect to receive it at any time during the four (4) year claiming period.
50

1 **Subd. 6. Health Insurance.** The faculty member shall receive employer paid health
2 insurance for one (1) year.

3
4 **Subd. 7. Reserving Full-time Vacancy Process.** A faculty member who wishes to reserve
5 a position must enter into a mutual agreement with the college president on an approved
6 retraining plan. This plan must be designed to meet minimum qualifications for a vacancy at
7 the college. Minimum qualifications are those contained in the policy for credential fields.
8 Reservations may be made at any time during the notice period or during the four (4) year
9 claiming period. The reservation is null and void if the retraining plan is not successfully
10 completed within one (1) year. The Employer may fill the vacancy on a temporary basis
11 until the beginning of the semester immediately following the completion of the retraining
12 plan.

13
14 **Section 5. Layoff Benefits for Former UTCE Bargaining Unit Members.**

15
16 **Subd. 1. Eligibility.** To be eligible to select one of the options listed below, the unlimited
17 full-time faculty member must be employed at the time of notice at a stand-alone technical
18 college or be employed at a consolidated college in a credential field the Bureau of
19 Mediation Services order issued on January 14, 1999 placed in the former UTCE unit. (See
20 appendix B) An unlimited full-time faculty member who is issued a notice of layoff shall be
21 provided the following options depending on meeting eligibility requirements.

22
23 The MSCF field representative will facilitate the discussions between the individual faculty
24 member and the administration during the process of selecting an option. The faculty
25 member must make an irrevocable choice no later than thirty (30) days prior to the actual
26 layoff.

27
28 **Subd. 2. Layoff Benefit Options.** The following shall be effective July 1, 2002.

29
30 **A. Faculty Members with Five (5) Years of Service.** Options A and B below apply to
31 faculty member with five (5) or more years of service.

32
33 **Option A.**

34
35 **Tuition Support.** A faculty member selecting this option shall receive six thousand five
36 hundred dollars (\$6,500) of tuition support including books and other fees at any
37 institution as selected by the faculty member.

38
39 **Claiming or Recall Rights.** The faculty member shall hold claiming or recall rights to
40 any vacant unlimited full time, temporary full time, or unlimited part time bargaining unit
41 vacancy for which s/he meets the minimum qualifications of the credential field for a
42 period of four (4) years.

43
44 The faculty member shall hold claiming rights to part time work only on his/her campus.
45 To exercise these claiming rights, the faculty member must either hold the license for the
46 work or meet minimum qualifications for the appropriate credential field.

47
48 **Reserving Vacant Positions.** The faculty member may reserve a vacant position, as
49 mutually agreed to between the college president and the faculty member, during the four
50 (4) year claiming period. The plan must be approved by the college president or designee

1 who is offering the vacancy. The reservation is null and void if the retraining plan is not
2 successfully completed in one (1) year. Under this provision, faculty member may
3 reserve a position while he/she retrains to obtain minimum qualifications. The Employer
4 may fill the vacancy on a temporary basis until the beginning of the semester
5 immediately following the completion of the retraining plan.
6
7

8 **Sick Leave Liquidation Pay.** The faculty member shall receive sick leave liquidation
9 pay at the rate established at the time of layoff in accordance with Article 16 and may
10 elect to receive it at any time during the four (4) year claiming period.
11

12 **Health Insurance.** The faculty member shall receive employer paid health insurance for
13 one (1) year.
14

15 **Option B.**

16
17 **Lump Sum Payment.** A faculty member selecting this option shall receive a lump sum
18 payment of twelve thousand dollars (\$12,000).
19

20 A faculty member who selects this option shall, at the time of actual lay off, sever all
21 employee rights including recall, claiming, and reservation rights.
22

23 **Sick Leave Liquidation Pay.** The faculty member shall receive sick leave liquidation
24 pay at the rate established at the time of layoff in accordance with Article 16.
25

26 **Health Insurance.** The faculty member shall receive employer paid health insurance for
27 one (1) year.
28

29 **B. Faculty Members with Four (4) Years of Service.** Faculty members with four (4) years
30 of service shall be eligible for the benefits listed below.
31

32 **Claiming or Recall Rights.** The faculty member shall hold claiming or recall rights to
33 any vacant unlimited full time, temporary full time, or unlimited part time bargaining unit
34 vacancy for which s/he meets the minimum qualifications of the credential field for a
35 period of four (4) years.
36

37 The faculty member shall hold claiming rights to part time work only on his/her campus.
38 To exercise these claiming rights, the faculty member must either hold the license for the
39 work or meet minimum qualifications for the appropriate credential field.
40

41 **Sick Leave Liquidation Pay.** The faculty member shall receive sick leave liquidation
42 pay at the rate established at the time of layoff in accordance with Article 16 and may
43 elect to receive it at any time during the four (4) year claiming period.
44

45 **Health Insurance.** The faculty member shall also receive employer paid health
46 insurance for six (6) months.
47
48

49 **Subd. 3. Process for Claiming Vacancies.**

50

1 **A. Notice of Full-time Vacancies.** The Office of the Chancellor shall notify all unlimited
2 full-time faculty members on notice of layoff or on layoff of all full-time vacancies
3 within the system as soon as positions are open.
4

5 Once a faculty member on layoff has claimed and been awarded a vacancy within the
6 system, the claimed position may not be withdrawn.
7

8 **B. Claiming Posted Vacancies.** Faculty members wishing to claim or reserve a vacant
9 position must notify the Office of the Chancellor of their intent to do so in writing within
10 fifteen (15) days of the posting. In order to claim vacant positions, faculty members must
11 hold either the credential field of the vacancy or meet the minimum qualifications for the
12 credential field of the vacancy at the time of the posting.
13

14 Faculty members may not claim activity assignments. At the discretion of the
15 administration, faculty members can be reassigned or laid off from activity assignments
16 without cancellation of the assignment. A student activity assignment shall not be
17 considered a credential field.
18

19 **C. Order of Claiming Posted Vacancies.** Current faculty members may claim vacant
20 unlimited full-time or temporary full-time or unlimited part-time positions for which they
21 are qualified in the following order:
22

- 23 1. Unlimited full-time faculty members who have been notified of layoff and hold the
24 credential field or meet minimum qualifications for the credential field;
25
- 26 2. Unlimited full-time faculty members in the order of seniority who are employed in a
27 credential field at a college in which a faculty member is on notice of layoff;
28
- 29 3. Unlimited full-time faculty members who have been notified of layoff or are laid off
30 and within the claiming period indicated in Section 6, Subdivision 2. and who reserve
31 the position via Section 6, Subdivision 2, A (Option A) and B. above by declaring
32 such and by preparing an approved/amended retraining plan to meet minimum
33 qualifications for the position.
34

35 **Subd. 4. Interviewing for Positions held by Probationary Faculty.** An unlimited faculty
36 member who has been notified of layoff and has not chosen Option B shall have the right to
37 interview for any position in the state occupied by a probationary faculty member who holds
38 the same license. The Office of the Chancellor shall notify by certified mail all faculty
39 members notified of layoff of all probationary positions for which they are qualified. Copies
40 shall also be sent to the MSCF. If the faculty member is denied the position after the
41 interview, written rationale for the denial shall be provided to the faculty member by the
42 college president or designee within ten (10) days. If the employee fails to request an
43 interview within ten (10) days of the postmark of the notification, s/he waives the right to
44 interview for a position whether at the college or state level. As long as the appropriate
45 faculty notification and written rationale for the denial is provided, the decision is not subject
46 to the grievance procedure. Once the process for an interview has been initiated by
47 requesting an interview, the faculty member who is offered a position may accept or reject
48 the offer even when the layoff notice is rescinded.
49
50

1 **Section 6. Reinstatement of Position.** If a faculty member has claimed a position within the
2 state college system as provided for in this article, and the faculty member's original position is
3 reinstated, said faculty member shall have the first right to reclaim such position.
4

5 **Section 7. Consultation.** The Minnesota State Colleges and Universities shall provide, upon
6 request, consultation on retraining and transfer for faculty members who have received layoff
7 notices.
8

9 **Section 8. Faculty Transfers.**

10
11 **Subd. 1. Notification of Vacancies.** The office of the chancellor shall distribute vacancy
12 notices to the colleges for posting on the official bulletin board simultaneous with any
13 external advertisements or postings. Copies shall also be sent to local faculty MSCF chapter
14 presidents and the MSCF president or designee. No unlimited full-time position shall be
15 filled until at least fifteen (15) calendar days have elapsed after posting period at the college,
16 unless the Office of the Chancellor and the MSCF president have mutually agreed to an
17 exception.
18

19 **Subd. 2. Applying for a Permanent Transfer.** A permanent transfer shall only be by
20 mutual consent of the Employer, the faculty member, and the MSCF. An unlimited full-time
21 or unlimited part-time faculty member who has not received a layoff notice and does not
22 qualify to claim a vacancy and who is an applicant to fill an unlimited full-time vacancy shall
23 be invited for an interview and shall be considered for filling the vacancy, if s/he meets the
24 minimum qualifications for the assigned field/license of the vacancy at the time of the
25 application. Unlimited faculty who apply for vacant positions shall do so by letter to the
26 Office of the Chancellor and the college human resources designee within the posting period.
27 The office of the chancellor shall notify the college where the vacancy is posted of those
28 unlimited faculty who must be provided with an interview. Notification to faculty who are
29 not successful applicants shall be sent prior to the announcement of the name of the
30 successful applicant.
31

32 **Subd. 3 Transfer to a Temporary Position.** When the administration decides to post a
33 temporary full-time position, an unlimited full-time faculty member may apply for a
34 temporary transfer to such position. Unlimited full-time faculty members who desire to
35 transfer to a posted temporary full-time vacancy shall do so in writing to the Office of the
36 Chancellor with a copy to the human resources designee at the college of the posted vacancy,
37 within the timelines of the posting. The faculty member must hold the assigned field of the
38 posted vacancy with a Master's degree in the assigned field of the vacancy or if the posted
39 vacancy requires a license, the faculty member must meet minimum qualifications or hold
40 the license at the time of the application. The faculty member must also have been employed
41 by the Minnesota State Colleges for at least four (4) years.
42

43 All eligible unlimited full-time faculty members who apply for such a temporary transfer
44 shall be considered for the vacancy. The eligible faculty member with the greatest system
45 seniority shall be granted the temporary transfer unless the administration can provide
46 specific valid reasons to prevent the transfer. Other candidates will only be considered for
47 the posted vacancy if no eligible, unlimited full-time candidate applies. Upon termination of
48 the temporary position, the faculty member shall be returned to previous position. The
49 faculty member shall retain and accrue seniority at the college from which the temporary
50 transfer took place.

1
2 **Section 9. Involuntary Faculty Transfer.** There shall be no involuntary transfers.

3
4 **Section 10. Exchange Status.** An exchange status of up to two (2) years shall be granted to a
5 faculty member, upon application by the faculty member and approval by college presidents, for
6 the purpose of participating in an exchange program. This status may be granted to faculty
7 members who have arranged to exchange positions within the Minnesota state colleges and to a
8 faculty member who has arranged to exchange positions with a faculty member in a system other
9 than the Minnesota state colleges.

10
11 The Employer shall continue its exchange faculty member under the system's salary schedule
12 and all rights and privileges of that faculty member shall continue in effect during the exchange
13 period.

14
15 Faculty members who exchange positions between colleges shall be carried on the payroll of the
16 original college. The faculty member(s) shall be included in the hiring practices calculation at
17 his/her original college.

18
19
20 **ARTICLE 23**
21 **MISCELLANEOUS RIGHTS OF FACULTY MEMBERS**

22
23 **Section 1. Teaching Materials.** All teaching materials to be purchased by students shall be
24 selected by the faculty member. However, teaching materials authored by a faculty member of
25 the state's education systems including the University of Minnesota may be used as a required
26 course material only upon receipt of written approval from the dean to whom the faculty
27 member, making such requests, reports. This requirement applies only to materials that would
28 result in a profit for the faculty member.

29
30 **Section 2. Citizenship.** Faculty members shall be entitled to full rights of citizenship and no
31 outside religious or political activities of any faculty member or the lack thereof, shall be the
32 grounds for any discipline or discrimination with respect to the professional employment of such
33 faculty member.

34
35 **Section 3. Academic Freedom.** The Employer shall maintain and encourage full freedom,
36 within the law, of inquiry, teaching and research. Each faculty member shall have the right to
37 teach in an atmosphere of free intellectual inquiry and shall not be subjected to restraints or
38 harassment that would impair teaching.

39
40 In the exercise of academic freedom, the faculty member may, without limitation, discuss his/her
41 own subject in the classroom. The faculty member may not, however, claim as a right the
42 privilege of persistently discussing in the classroom any matter that has no relation to the course
43 subject. There is an obligation to respect the dignity of others, to acknowledge their right to
44 express differing opinions and to foster and defend intellectual honesty, freedom of inquiry and
45 instruction.

46
47 A faculty member must follow course outlines as developed by and with colleagues in the
48 department(s). The faculty member shall have the right to freely discuss the faculty member's
49 subject in teaching, to choose teaching methods consistent with available resources, to evaluate
50 student performance, to select library and other educational materials consistent with available

1 resources, and to research and publish. The faculty member is entitled to freedom in research
2 and in the publication of the results, subject to adequate performance of other academic duties.

3
4 When a faculty member speaks, writes or endorses products or candidates as a citizen, s/he is
5 obligated to make certain that such endorsements or statements imply no endorsement by the
6 college.

7
8 **Section 4. Patents and Intellectual Property Rights.**

9
10 **Subd. 1. Faculty Ownership.** A faculty member shall be entitled to complete ownership
11 and control of any patentable discoveries or inventions, or of intellectual property and
12 copyrighted material, except where the faculty member's normal workload was reduced for
13 purposes of the development project, where the college has provided substantial support for
14 or involvement in the project, or where the inventions or discoveries are produced as a result
15 of agreements or contracts between the college and external sponsors. Intellectual property
16 produced during a sabbatical leave shall be considered scholarly work.

17
18 **Subd. 2. Shared Ownership.** Ownership of intellectual property, or copyrighted material,
19 or of patentable discoveries or inventions, shall be shared by the faculty member and the
20 college in an equitable ratio if the intellectual property, or the discoveries or invention, are
21 produced under one (1) or more of the following circumstances:

- 22
23 A. With substantial college support and involvement;
24 B. With release time granted with the expectation that patentable information or
25 products will result;
26 C. Under an assigned duty and/or work-for-hire arrangement with an external sponsor.

27
28 Whenever possible, an equitable ratio of ownership shall be established in advance and
29 incorporated into an agreement between the college and the faculty member. Fees involved
30 in copyright and patent application shall be shared on the basis of the equitable ratio of
31 ownership established above.

32
33 **Subd. 3. Faculty Logs.** A faculty member engaged in research which may lead to
34 patentable or non-patentable inventions or discoveries, or intellectual property, shall maintain
35 a log which includes dates and hours worked on the project, activities engaged in, and
36 college facilities and resources involved.

37
38 **Subd. 4. Course Outlines and Syllabi.** Common course outlines that are departmentally
39 developed and approved by the Academic Affairs and Standards Council shall belong to the
40 college. A course syllabus is a scholarly work and as such is the sole property of the faculty
41 member. Upon request, the faculty member shall provide a copy of the syllabus to the
42 administration. The Academic Affairs and Standards Council will develop procedures for
43 student access to syllabi.

44
45 **Section 5. Faculty Member Work Rules.** Each faculty member shall be given a copy of the
46 Employer work rules and regulations. Each new or changed rule or regulation shall be
47 distributed to faculty members upon adoption. Faculty members shall not be held accountable
48 for such rules and regulations until distribution to the faculty members has been made.

1 **Section 6. Confidentiality.** Faculty members will not be required to disclose confidential
2 information obtained by them regarding students, except to the extent that federal or state law
3 requires disclosure of the information.
4

5 **Section 7. Personnel Actions.** The parties mutually agree to respect the confidentiality of
6 personnel actions involving faculty members, except to the extent that federal or state law
7 requires disclosure of personnel data.
8

9 **Section 8. Paraprofessional Direction.** When paraprofessionals in instructional, media, and
10 student service programs are under direction of a faculty member, the responsibilities of the
11 paraprofessional will be assigned by the faculty member. When the faculty member is not on
12 duty, a paraprofessional shall report to the employee outside of the bargaining unit to whom the
13 faculty member reports. Faculty members shall have the option to participate in the interview
14 and selection of paraprofessionals to be added to the staff and assigned to them. Faculty input
15 for the evaluation of paraprofessionals under their direction shall be advisory to the
16 administration.
17

18 **Section 9. Faculty Member Protection and Assistance.**
19

20 **Subd. 1. Assault.** Faculty members shall report, as soon as practicable, cases of assault
21 suffered by them in connection with their employment to the appropriate administrator or the
22 college president, who shall comply with any reasonable request from the faculty member for
23 information in the possession of the administration relating to the incident or the person(s)
24 involved, and shall act in appropriate ways as liaison between faculty member, the police and
25 the courts to protect the faculty member from further aggravation regarding the matter.
26

27 **Subd. 2. Legal Counsel.** If civil proceedings are brought against a faculty member for acts
28 committed while acting within the scope of employment, legal counsel shall be furnished in
29 accordance with Minnesota Statutes.
30

31
32 **ARTICLE 24**
33 **MISCELLANEOUS PROVISIONS**
34

35 **Section 1. College Closing.** If a college closes because the Governor declares an emergency or
36 the college president or designee declares an emergency pursuant to MnSCU policy, faculty
37 members will not be required to make up the time lost during such closing, and such faculty
38 members shall not lose salary or benefits as a result of such closing.
39

40 If college classes are canceled because the college president or designee declares an emergency
41 pursuant to MnSCU policy, faculty members may make appropriate curricular adjustments as
42 approved by administration (e.g. scheduling make up classes or meetings), or make duty
43 adjustments as approved by management (e.g. office hours or other compensatory activities), or
44 take personal leave. When the personal leave option is selected, the faculty member will submit
45 the proper leave request as soon as possible.
46

47 If the MnSCU Board of Trustees desires to change Board Policy 4.41, the terms of this provision
48 shall be discussed at the State level of Meet and Confer prior to being amended to reflect such
49 changes.
50

1 **Section 2. Classes at Other Institutions.** Insofar as practicable, faculty member's schedules
2 are to be arranged whenever requested to allow faculty members to attend classes at other
3 institutions of higher education up to six (6) credits per semester.
4

5 **Section 3. Tuition Waiver at Minnesota State Colleges.**
6

7 **Subd. 1. General Provisions.** Faculty members holding temporary full-time, temporary
8 part-time of seventy-five percent (75%) or more over an academic year, unlimited full-time,
9 and unlimited part-time appointments shall be entitled to enrollment on a space available
10 basis in courses at any Minnesota State College without payment of tuition. Such enrollment
11 shall not exceed a total of twenty-four (24) credits per year. The faculty member may use the
12 twenty-four (24) credits at any Minnesota State Colleges and Universities institution. In the
13 event the faculty member does not fully exercise this right, the faculty member's spouse or
14 dependents shall be eligible to take a maximum of sixteen (16) credits per year with waiver
15 of tuition only at any Minnesota State College. "Space available" shall be interpreted to
16 allow the faculty member, spouse, or dependent to register for classes through the normal
17 registration process. However, individuals enrolled in a class under this provision shall not
18 be included in the class tally count used in determining maximum class size.
19

20 Current faculty members and faculty members who have retired since June 30, 1995, shall be
21 entitled to audit courses on a space available basis at any MnSCU State College as set forth
22 above without paying tuition.
23

24 **Subd. 2. Specific Applications.** The following interpretation and application of tuition
25 waiver shall apply:
26

27 **A. More than Allowed Credits.** When an eligible faculty member, spouse, or dependent
28 registers for more than the available credits as per Subd. 1 above the full number of
29 available credits of tuition shall be waived.
30

31 **B. Spouses.** Two (2) eligible faculty members who are spouses of each other shall have
32 twenty-four (24) credits of tuition waiver per semester (forty-eight (48) per year) or
33 thirty-two (32) per year for their dependents that they can apply however they decide
34 between themselves.
35

36 **C. Dependents.** Dependents shall be defined as a child (biological, adopted, step-child, or
37 legal ward) of up to twenty-five (25) years of age. Proof of financial dependency is not
38 required.
39

40 **D. Fixed Station Labs.** An eligible faculty member, spouse, or dependent may register for
41 a fixed station lab and cannot be "bumped out." However, the eligible faculty member,
42 spouse or dependent is not guaranteed a station if the maximum number of lab stations
43 are taken by tuition paying students. A faculty member, spouse, or dependent shall be
44 allowed to use the lab at other scheduled open times the same as other students, or other
45 arrangements may be made with the instructor.
46

47 **E. Drop/Add.** An eligible faculty member, spouse, and/or dependent in a fixed station lab
48 course or any other course for which tuition is being waived may drop such lab or course
49 within the normal time limits of the drop/add policy of the college and transfer the

1 appropriate tuition waiver credits to another course(s) or lab(s), in accordance with the
2 other provisions of this article.

3
4 **F. Community Service Classes.** Community service classes shall not be eligible for tuition
5 waiver under this contract provision.

6
7 **G. Split Usage.** The tuition waiver benefits may be split between an eligible faculty
8 member, spouse and/or dependent in one (1) semester or a year as the faculty member
9 chooses.

10
11 **Section 4. Attendance at State College Functions.** Faculty member attendance at all state
12 college functions and activities shall be voluntary unless part of the faculty member's load.

13
14 **Section 5. Safety Equipment.** Safety equipment such as uniforms, safety glasses (including
15 full prescription lenses and frames), safety shoes, etc. as required by the college, will be provided
16 to employees, as needed, by the college at no cost to the employee.

17
18 **Section 6. Parking Fees.** No faculty member shall be assessed a parking fee that is greater than
19 a parking fee assessed any other person at the college or campus.

20
21 **Section 7. Correctional Facility Faculty.** Correctional Facility faculty shall not be required to
22 perform lock-downs and cell searches.

23
24 **Section 8. Liability.** The college does not accept liability for faculty members' personal
25 property that is stored or utilized on college property.

26
27 **Section 9. Assignment of Unit Work to Excluded Unclassified Staff Members.** Excluded
28 unclassified staff members may be given assignments of the type that are normally given to
29 faculty members. However, when this is done, the instructor, counselor, or librarian assignments
30 shall not exceed thirty-five percent (35%) of the assignment. An exception may be approved by
31 the Office of the Chancellor and the MSCF in the event of special circumstances. No unlimited
32 faculty member shall be displaced because of instructor, counselor, or librarian assignments to
33 excluded unclassified staff members.

34
35 No member of the bargaining unit shall exercise supervision over any other member of the
36 bargaining unit. (except as specified in Article 11, Section 2, Subd. 8. and Section 3, Subd. 3.,
37 Department and Department Coordinators, Section 2, Subd. 9., Occupational Program
38 Coordinators and Section 9, Subd. 1., Athletic Coordinators.)

39
40 **Section 10. Change In Bargaining Unit Status.** The Employer reserves the right to offer to
41 members of the bargaining unit positions excluded from the bargaining unit. No faculty member
42 shall be required to accept such a position.

43
44 **Section 11. Medical Examinations.** Medical examinations required by the college shall be
45 paid for by the college.

46
47 **Section 12. Facilities and Equipment.** The college will make reasonable effort to provide each
48 faculty member with sufficient equipment, facilities, support services, and secretarial services
49 necessary for the faculty member to perform her/his assignment.

1
2
3 **ARTICLE 25**
4 **DISCIPLINARY PROCEDURES**

5 Disciplinary action may be imposed upon a faculty member for just cause. Disciplinary action or
6 measure shall include only the following:

- 7
8 1. Written reprimand
9 2. Suspension
10 3. Dismissal
11

12 A faculty member who is to be disciplined has the right to request and have the MSCF president
13 or designee on the campus present when the disciplinary action is taken, except in cases in which
14 a written reprimand is to be sent to a faculty member.
15

16 **Section 1. Written Reprimand.** If a written reprimand is given to a faculty member it shall be
17 done in a manner that will not embarrass the faculty member before the other faculty members,
18 students, or the public. The faculty member shall be given the opportunity to respond to any
19 written reprimand and the response shall be entered into the faculty member's personnel record
20 along with the reprimand. The faculty member shall be given a copy of any entry in the faculty
21 member's personnel file and shall be permitted to insert a response thereto. Only such material
22 as is entered in the faculty member's personnel file shall be used as evidence in any subsequent
23 disciplinary action or hearing. If it is determined through the grievance procedure that a written
24 reprimand was issued without just cause, such reprimand shall be removed from the faculty
25 member's personnel file. Upon the written request of a faculty member, the contents of the
26 personnel file shall be disclosed to the faculty member and/or the MSCF representative and/or
27 legal counsel.
28

29 **Section 2. Suspension.** A faculty member may be suspended for up to fifteen (15) work days
30 with or without pay for just cause. The faculty member shall be notified in writing of a proposed
31 suspension, specifying the reasons.
32

33 **Section 3. Dismissal for Cause.** An unlimited faculty member may be dismissed for just cause
34 by the college president upon ten (10) calendar days advance written notice. The reason for
35 dismissal must be stated in the notice to the faculty member.
36

37 **Section 4. Grievability.** Disciplinary actions for just cause shall be subject to the grievance
38 procedure. A faculty member dismissed for cause may initiate the grievance at Step 2. If a
39 faculty member fails to grieve a disciplinary action in a timely manner pursuant to Article 27,
40 such faculty member is considered to have waived the right to appeal as provided in this
41 contract.
42

43 **Section 5. Arbitration Hearing.** At any arbitration hearing concerning disciplinary actions for
44 just cause, both the faculty member and the Employer shall have the right to be represented by
45 counsel, to be heard, to have witnesses testify, to see all evidence and to cross examine all
46 witnesses. The Employer assumes the burden of substantiating the charges through presentation
47 of proper, relevant, and sufficient evidence. The hearing shall be open or closed at the mutual
48 agreement of the parties.
49

1 **Section 6. Temporary Part-time and Adjunct Faculty.** A temporary part-time or adjunct
2 faculty member may be terminated under the following conditions:

3
4 **Subd. 1. Temporary Part-time or Adjunct Faculty with Less than 2.0 FTE Continuous**
5 **Service.** A temporary faculty member with less than 2.0 FTE continuous service may be
6 terminated immediately. Such faculty member shall receive five (5) days of pay at his/her
7 daily rate of pay.

8
9 **Subd. 2. Temporary Part-time or Adjunct Faculty with 2.0 or more FTE Continuous**
10 **Service.** A temporary faculty member with 2.0 FTE or more continuous service may be
11 terminated before the end of the stated period for just cause. Such faculty member shall
12 receive a ten (10) day notice as provided in this Article.

13
14 **Subd. 3. Continuous Service.** Continuous service shall mean without a break in service.
15 For purposes of this section a “break in service” is defined as no assignment for one (1) full
16 academic year.

17
18 **ARTICLE 26**
19 **PERSONNEL FILES**
20

21 **Section 1. College Responsibility.** Each college shall maintain at the college one (1) official
22 personnel file for each faculty member. Such file shall contain personnel transactions, official
23 correspondence with the faculty member, disciplinary actions, and other data relevant to the
24 faculty member's performance of duties. Unsigned letters, unsigned statements, or unsigned
25 evaluations shall not be placed in this file except as specified in Section 2 below. Access to data
26 in the personnel file shall be granted only in accordance with the Minnesota Data Practices Act
27 (M.S. Chapter 13). With respect to private data, access shall be provided to other persons after
28 presentation to the college of written authorization from the faculty member.

29
30 **Section 2. Faculty Member Rights.** A faculty member shall have the right to place such
31 material in the personnel file that s/he determines has a bearing on the faculty member's
32 performance of duties. Upon request of the faculty member, the college shall provide two (2)
33 copies of the contents of the personnel file. For any additional copies of the personnel file, the
34 faculty member shall pay the standard per page copying fee for copying the file.

35
36 Upon written request, the faculty member's file should be delivered within three (3) working
37 days to the faculty member's home campus in a secure, sealed envelope to be opened in the
38 presence of the faculty member and the College President or designee.

39
40 The faculty member's signature is required to be on each performance-related item in the file to
41 acknowledge receipt of the document. If the faculty member refuses to sign the document within
42 three (3) duty days of receipt, the document may be placed in his/her file without such signature.
43 Documents of anonymous origin relating to a faculty member's performance shall not be placed
44 in the file without a cover letter explaining the circumstances under which the document was
45 received by the administration. Individual student evaluations shall not be placed in the file.

46
47 Prior discipline may be used against the faculty member for purposes of further progressive
48 discipline only if such prior discipline is documented and maintained in the faculty member's
49 personnel file.

1 Annually, any material that a faculty member requests be removed from file shall, with the
2 approval of the president, be removed. A faculty member shall upon request, have the following
3 data removed from file:

- 4
- 5 1. Written reprimands after two (2) years provided that no further discipline has been taken
6 against the faculty member during the interim.
7
- 8 2. Written records of suspension of ten (10) days or less after five (5) years provided that no
9 further discipline has been taken against the faculty member in the interim.
10

11 **ARTICLE 27** 12 **GRIEVANCE PROCEDURE**

13 **Section 1. Complaints.** A complaint is an informal claim by a faculty member, or group of
14 faculty members in the bargaining unit or by the local chapter or MSCF of alleged improper,
15 unfair, arbitrary or discriminatory treatment. A complaint may constitute a grievance if not
16 mutually resolved, and if the complaint falls within the definition of a grievance. Complaints
17 shall be processed only through the informal procedure for handling complaints as herein set
18 forth.
19
20

21
22 **Subd. 1. Informal Procedure for Handling Complaints.** Any faculty member in the
23 bargaining unit either with or without the MSCF grievance representative on the campus may
24 informally discuss a complaint on behalf of him/her self or other faculty members with the
25 appropriate college administrator. Any settlement, withdrawal, or disposition of a complaint
26 at this informal stage shall not constitute a binding precedent in the settlement of (similar)
27 complaints or grievances. No complaint can become a grievance until it has gone through the
28 informal procedure for handling complaints.
29

30 **Subd. 2.** Faculty members are encouraged but not required to resolve complaints on an
31 informal basis with the employee's immediate supervisor at the earliest opportunity.
32

33 **Section 2. Time Limits.** No grievance shall be entertained or processed unless it is submitted
34 within thirty (30) working days after the occurrence of the event giving rise to the grievance, or
35 within thirty (30) working days of the date the grievant knew or through the use of reasonable
36 diligence should have known of the event or occurrence that gave rise to the grievance.
37 Grievances that are not submitted within the time lines shall be deemed to be withdrawn.
38

39 **Subd. 1. Appeals.** Failure to appeal a grievance from one level to another within the time
40 periods or extensions as described herein shall constitute a withdrawal of the grievance.
41

42 **Subd. 2. Extension of Time Limits.** The time limit in each step, except the time limit for
43 filing the grievance in Step 1, may be extended for periods of twenty (20) days, by mutual
44 written agreement of the Employer and MSCF grievance representative. A request for an
45 extension of time limits shall not be unduly withheld by either party.
46

47 **Subd. 3. Computing Time Limits.** In computing any period of time prescribed in this
48 Article, the date that the grievant through the use of reasonable diligence became aware of
49 the act, event, default, or failure to act for which the designated period of time begins to run
50 shall not be included. If such event occurs during the summer when the faculty member

1 involved is not on duty, the first day shall be deemed to be the first day of duty in the
2 succeeding academic year. The last day of the period so computed shall be counted unless it
3 is a Saturday, Sunday or legal holiday, in which event the period runs until the end of the
4 next day which is not a Saturday, Sunday or legal holiday.

5
6 **Subd. 4. Failure to Respond.** If the Employer does not answer a grievance or an appeal
7 thereof within the specific time limits, the MSCF grievance representative may elect to treat
8 the grievance as denied at that step and immediately appeal the grievance to the next step.

9
10 **Section 3. Evidence.** There shall be no withholding of evidence or information within the
11 knowledge of either party at any step of the proceedings. At the request of either party,
12 representatives of the parties shall meet no later than two (2) working days prior to the date of a
13 scheduled arbitration hearing for the purpose of exchanging exhibits. Such exhibits shall include
14 all those that the parties intend to introduce as part of their respective cases-in-chief and are
15 known to them at the time of the meeting.

16
17 **Section 4. Grievances.** A grievance is defined as a dispute or disagreement raised in writing by
18 a faculty member, a group of faculty members, or the MSCF against the Employer involving the
19 interpretation or application of the specific provisions of the MCCFA/MnSCU and/or the
20 UTCE/MnSCU contract or application of a rule or regulation affecting terms and conditions of
21 employment in other than a uniform manner or other than in accordance with the provision of the
22 rule or regulation.

23
24 **Section 5. Reprisal.** Faculty members who bring evidence forward or participate in a grievance
25 or arbitration proceeding shall not suffer reprisal of any sort from the Employer for such action
26 or participation.

27
28 **Section 6. Grievance Steps.**

29
30 **Step 1.** If a complaint, which has gone through the informal procedure for handling
31 complaints and has not been resolved at that level, falls within the definition of a grievance, it
32 may become a grievance.

33
34 A grievance shall be in writing and filed on the official grievance form supplied by the
35 MSCF or the Employer. The written grievance must be signed by the MSCF grievance
36 representative on the campus in the case of individual faculty member grievances and in the
37 case of chapter grievances. The written grievance must be signed by an MSCF
38 representative in the case of multiple college or state level grievances.

39
40 The grievance shall set forth the nature of the grievance, the contract provisions violated, the
41 facts on which the alleged violation is based, and the relief requested. The college president
42 or designee shall discuss the grievance within five (5) working days with the MSCF
43 grievance representative on the campus at a time mutually agreeable to the parties. If the
44 grievance is settled as a result of such meeting, (not necessarily at the meeting, may be after
45 the meeting), the settlement shall be reduced to writing and signed by the college president or
46 designee and the MSCF grievance representative on the campus. If no settlement is reached,
47 the college president or designee shall give the Employer's written answer to the MSCF
48 grievance representative on campus within five (5) working days following their meeting and
49 shall also forward a copy to the chancellor's designee. A grievance for an action that does

1 not occur at the college where the grievant is employed shall begin at Step 2 of the grievance
2 procedure.

3
4 **Step 2.** If the grievance is not settled in Step 1, and the MSCF desires to appeal, it shall be
5 referred by the MSCF in writing to the chancellor's designee within fifteen (15) working days
6 after the designated college president's answer in Step 1 is received or is due. A meeting or
7 discussion between the chancellor's designee and the MSCF representative shall be held
8 within fifteen (15) working days at a time mutually agreeable to the parties. If the grievance
9 is settled as a result of such meeting, the settlement shall be reduced to writing and signed by
10 the chancellor's designee and the MSCF representative. If no settlement is reached, the
11 chancellor or designee shall give the Employer's written answer to the MSCF within fifteen
12 (15) working days following the meeting.

13
14 **Step 3.** If the grievance is not settled in accordance with the forgoing procedure, the MSCF
15 may appeal the grievance to arbitration within ten (10) working days after the answer of the
16 chancellor's designee in Step 2 is received or is due by serving written notice of the appeal to
17 the chancellor's designee. The parties may convene a joint labor management committee to
18 discuss any grievance that has been appealed to arbitration. The committee shall consist of
19 six (6) persons appointed by the MSCF and six (6) persons appointed by the Chancellor.
20 Meetings shall be scheduled as needed at the request of the MSCF, but no more than one (1)
21 each month. Additional persons may be invited as needed. The MSCF representative and/or
22 chancellor's designee may also request grievance mediation prior to arbitration.

23
24 **Section 7. Waiver of Steps.** The parties may mutually agree to waive Step 1 and/or Step 2 of
25 the grievance procedure.

26
27 **Section 8. Arbitration Panel.** The arbitration proceeding shall be conducted by an arbitrator, to
28 be selected by lot, from a permanent panel of six (6) arbitrators. The members of the permanent
29 panel shall be selected by the following method: the MSCF and the chancellor's designee shall
30 each submit a list of six (6) arbitrators until agreement is reached on a permanent panel.
31 Vacancies on the panel that arise during the term of this agreement shall be filled by mutual
32 agreement or by each party submitting lists of three (3) arbitrators, until a replacement is agreed
33 upon.

34
35 **Section 9. Arbitrator's Authority.** The arbitrator shall have no right to amend, modify, nullify,
36 ignore, add to or subtract from the provisions of this contract. The arbitrator shall consider and
37 decide only the specific issue submitted in writing by the Employer and the MSCF, and shall
38 have no authority to make a decision on any other issue not so submitted. The arbitrator shall be
39 without power to make decisions contrary to or inconsistent with or modifying or varying in any
40 way the application of laws, and rules and regulations having the force and effect of laws. The
41 arbitrator shall submit in writing the decision within thirty (30) days following close of the
42 hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to
43 an extension thereof. The decision shall be based solely upon the interpretation or application of
44 the express terms of this contract and to the facts of the grievance presented. The decision of the
45 arbitrator shall be final and binding on the Employer, the MSCF, and the faculty member(s).

46
47 **Section 10. Fees and Expenses.** The fees and expenses of the arbitrator shall be divided
48 equally between the Employer and the MSCF provided, however, that each party shall be
49 responsible for compensating its own representatives and witnesses.

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ARTICLE 28 CUSTOMIZED TRAINING

15
16

Section 1. Definitions

17 **Customized Training** is defined as:

- 18 ? All non-credit instruction with an occupational/professional focus offered to the
19 general public, or
20 ? All credit and/or non-credit instruction offered via contract to a specific customer.

21
22 **Customized Training Faculty** are those faculty who deliver instruction (as defined above)
23 for no more than 925 hours in a fiscal year.

24
25
26

Section 2. Conditions of Employment.

27 **Subd. 1.** Customized Training Faculty shall be individually responsible for agreeing to all
28 terms and conditions of employment. The wage Article 13 does not apply to Customized
29 Training Faculty.

30 **Subd. 2.** Customized Training Faculty assignments terminate at the end of the stated period
31 and carry no implication of further employment.

32 **Subd. 3.** Customized Training Faculty do not accrue seniority rights. The seniority Article
33 21 does not apply to Customized Training Faculty.

34
35
36

Section 3. Limits. Bargaining unit members cannot assert seniority rights to Customized 37 Training work.

38
39
40

Section 4. Right to Interview for Staffing Customized Training Credit Courses.

41 **Subd. 1. Customized Training Credit Courses Subject to Interview Rights for Staffing.**
42 Only courses for two (2) or more credits offered via a contract with a customer shall be
43 subject to interview rights for staffing.

44 **Subd. 2. Faculty Eligible for Right to Interview for Staffing Customized Training**
45 **Credit Courses.** Only qualified faculty members on layoff from or working less than 1.0
46 FTE at that College have the right to interview for staffing customized training credit
47 courses.

48 For purposes of this section, an “eligible” faculty member is defined as a faculty member
49 who has recent relevant work experience or expertise in the specific content area to be
50 covered in the customized training credit courses.

51 **Subd. 3. Procedures for Right to Interview for Staffing Customized Training Credit**
52 **Courses.**

- 53 A. **Posting:** The College will date and post on the official MSCF bulletin board
54 available customized training credit courses for five (5) working days.

- 1 B. **Notification:** The college will notify all Chapter presidents within a college of
2 available customized training credit courses at the time of posting.
3
- 4 C. **Faculty Expression of Interest:** Eligible faculty members shall have five (5)
5 working days from the initial date of posting to express in writing to the College
6 designee their interest in teaching the course.
7
- 8 D. **Right to Interview:** The most senior faculty member who is eligible according to
9 Subd. 2 and who submits a timely written expression of interest in teaching the course
10 shall have the opportunity to make a presentation to the customer (i.e. to be
11 interviewed). The customer or its designee has the right to make the final decision
12 about who shall teach the course and is not required to accept the interviewee. An
13 exception to the right to interview will exist if the customer requests a specific
14 instructor.
15

16 **Section 5. Customized Training Faculty Fringe Benefits.** Customized Training Faculty shall
17 have access to the Health and Dental Insurance Programs as outlined in Article 19, Section 2 of
18 this Contract. Customized Training Faculty members shall also received the retirement benefits
19 established by law. Customized Training Faculty members shall not be eligible for the accrual of
20 any paid or unpaid leave of absence benefits.
21

22 **Subd. 1. Establishing Eligibility to Participate in Insurance Programs.** A Customized
23 Training Faculty member, who has provided 300 or more hours of instruction in each of two
24 consecutive six-month time periods in a fiscal year, shall be eligible to participate in the
25 insurance programs. Employer contribution rates shall be established in accordance with
26 Section 2, Subdivision 1. of this Article
27

28 **Subd. 2. Maintaining Eligibility.** The Customized Training Faculty member must maintain
29 300 or more hours in each six-month time period after establishing eligibility to continue to
30 receive the Employer contribution.
31

32 **ARTICLE 29**

33 **AMERICANS WITH DISABILITIES ACT**

34 **Section 1. Purpose.** The MSCF and the Employer agree that they have a joint obligation to
35 comply with the Americans with Disabilities Act (ADA). The MSCF and the Employer agree
36 that they have the obligation to consider the accommodation request(s) from qualified disabled
37 individuals
38
39

40 In the event that the accommodation request(s) raise conflicts with this contract, the Employer
41 and the MSCF shall follow the procedures in Section 2. below.
42

43 **Section 2. Process.** Both parties recognize their responsibility to respect the privacy and
44 confidentiality of faculty members. Upon request, a faculty member seeking an accommodation
45 shall be entitled to MSCF representation. The Employer shall review faculty member requests
46 for accommodations considering options such as equipment purchase or modification,
47 accessibility improvement, scheduling modifications and/or restructuring of current positions and
48 duties which are allowable under this contract, before requesting waiver of any provision of this
49 contract.
50

1
2 If the Employer determines that contract waiver is necessary, it shall meet and confer with the
3 MSCF. At this meeting, the Employer shall inform the MSCF of the faculty member's
4 restriction(s) subject to each party's confidentiality obligations, the specific article(s) to be
5 waived and the manner in which the Employer proposes to modify the article(s). The Employer
6 shall also consider additional options presented by the MSCF. Any contract waiver must be
7 agreed to by both the Employer and the MSCF. Between the meet and confer and notification to
8 the Employer of the MSCF's decision concerning waiver, the Employer may make any
9 temporary accommodations.
10

11
12 **ARTICLE 30**
13 **COMPLETE AGREEMENT AND WAIVER**
14

15 The parties agree that, during the negotiations that resulted in this Contract, each had the
16 unlimited right and opportunity to make demands and proposals with respect to any subject that
17 is not prohibited by law. The understandings and agreements arrived at by the parties are set
18 forth in this Contract. Therefore, during the life of this Contract, the Employer and the MSCF
19 each voluntarily and unqualifiedly waives the right or obligation to bargain collectively with
20 respect to any subject or matter referred to or covered in this Contract.
21

22 Concurrently, the parties further agree not to support or seek to modify, its terms through
23 legislative action which would alter the express provision of this Contract
24
25

26 **ARTICLE 31**
27 **LEGISLATION AND RULE CHANGES**
28

29 The Employer agrees to draft all necessary legislation and rule changes required to implement
30 the full provisions of this Contract. The Employer agrees to consult with the MSCF regarding
31 such legislation before they are introduced in the Minnesota State Legislature.
32
33

34 **ARTICLE 32**
35 **SAVINGS CLAUSE**
36

37 This Contract is intended to be in conformity with all valid federal and state laws and rules and
38 regulations. In the event that any provision of this contract is found to be unlawful by court or
39 other authority having jurisdiction, then such provision shall be inoperative, but all other valid
40 provisions shall remain in full force and effect. Where a provision that has been rendered
41 inoperative by this article subsequently becomes legal as a result of a modification of federal and
42 state laws during the term of this Contract or extension thereof the operation of such provision
43 shall be renewed.
44

45 If the implementation of any provision of this Contract is rendered unlawful by wage and price
46 controls promulgated by valid federal and state law, rules and regulations thereof, or by
47 executive order, then only the specific provisions rendered unlawful shall be invalid and the
48 remainder of this Contract shall continue in full force and effect for its term. Provided, however,
49 any provision of this Contract so rendered unlawful shall be implemented at such time, in such

APPENDIX A

Management Education Program Workload Matrix -171 Contract Days								
Description:		Farm	Sparsity	Small	Computerizing	Specialty	Lamb &	
		Business	Farm Bus	Business	Small Bus	Crop	Wool	
State Ratio:		11.4	10.14	9.8	9.3	8.25	8.8	
Ratio Credits:		342	304.2	294	279	247.5	264	
Credits/Day:		2.000	1.779	1.719	1.632	1.447	1.544	
Contract Days	% FTE							
171	1.000	342	304	294	279	248	264	
Ext Days	172	1.006	344	306	296	281	249	266
	173	1.012	346	308	297	282	251	267
	174	1.018	348	309	299	284	252	269
	175	1.023	350	311	301	286	254	270
	176	1.029	352	313	303	287	255	272
	177	1.035	354	315	304	289	257	273
	178	1.041	356	316	306	290	258	275
	179	1.047	358	318	308	292	260	276
	180	1.053	360	320	309	294	261	278
	181	1.058	362	322	311	295	262	279
	182	1.064	364	324	313	297	264	281
	183	1.070	366	325	315	299	265	283
	184	1.076	368	327	316	300	267	284
	185	1.082	370	329	318	302	268	286
	186	1.088	372	331	320	303	270	287
	187	1.094	374	332	322	305	271	289
	188	1.099	376	334	323	307	273	290
	189	1.105	378	336	325	308	274	292
	190	1.111	380	338	327	310	275	293
	191	1.117	382	340	328	312	277	295
	192	1.123	384	341	330	313	278	296
193	1.129	386	343	332	315	280	298	
194	1.135	388	345	334	317	281	300	
195	1.140	390	347	335	318	283	301	
196	1.146	392	348	337	320	284	303	
197	1.152	394	350	339	321	286	304	
198	1.158	396	352	340	323	287	306	
199	1.164	398	354	342	325	289	307	
200	1.170	400	356	344	326	290	309	
201	1.175	402	357	346	328	291	310	

1

Overload	202	1.181	404	359	347	330	293	312
	203	1.187	406	361	349	331	294	313
	204	1.193	408	363	351	333	296	315
	205	1.199	410	364	352	334	297	316
	206	1.205	412	366	354	336	299	318
	207	1.211	414	368	356	338	300	320
	208	1.216	416	370	358	339	302	321
	209	1.222	418	372	359	341	303	323
	210	1.228	420	373	361	343	304	324
	211	1.234	422	375	363	344	306	326
	212	1.240	424	377	364	346	307	327
	213	1.246	426	379	366	348	309	329
	214	1.251	428	380	368	349	310	330
	215	1.257	430	382	370	351	312	332
	216	1.263	432	384	371	352	313	333
	217	1.269	434	386	373	354	315	335
	218	1.275	436	388	375	356	316	337
	219	1.281	438	389	377	357	317	338
	220	1.287	440	391	378	359	319	340
	221	1.292	442	393	380	361	320	341
	222	1.298	444	395	382	362	322	343
	223	1.304	446	397	383	364	323	344
	224	1.310	448	398	385	365	325	346
225	1.316	450	400	387	367	326	347	
226	1.322	452	402	389	369	328	349	
227	1.327	454	404	390	370	329	350	
228	1.333	456	405	392	372	330	352	

2

1 **APPENDIX B**

2 **BMS**

3 **BUREAU OF MEDIATION SERVICES**

4 State of Minnesota

5
6 **IN THE MATTER OF PETITIONS**
7 **FOR CLARIFICATION OF AN**
8 **APPROPRIATE UNIT**

9 January 14, 1999

10
11 Minnesota State Colleges and Universities, St. Paul, Minnesota
12 - and -
13 Minnesota Community College Faculty Association, St. Paul, Minnesota
14 - and -
15 United Technical College Educators, St. Paul, Minnesota

16
17
18 BMS Case Nos. 98-PCL-1423; 98-PCL-1424; 98-PCL-1425; 98-PCL-1429; 98-PCL-1430;
19 98-PCL-1431; 98-PCL-1432; and 98-PCL-1433

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21
22 PREPARED BY: Peter E. Obermeyer
23 Hearing Officer

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25
26 **UNIT CLARIFICATION ORDER**

27
28 **INTRODUCTION**

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30
31 On March 18, 1998, the State of Minnesota, Bureau of Mediation Services (Bureau), received
32 petitions filed by the Minnesota Community College Faculty Association, St. Paul, Minnesota
33 (MCCFA). The petitions raised the question of the proper appropriate unit assignment of eight
34 faculty members of the Minnesota State Colleges and Universities, St. Paul, Minnesota
35 (MnSCU). Identified as an interested party on all eight petitions was the United Technical
36 College Educators, St. Paul, Minnesota (UTCE).

37
38 Pursuant to the filing of the petitions, the Bureau conducted pre-hearing conferences on October
39 8, 1998; October 13, 1998; November 5, 1998; and November 16, 1998. The parties provided
40 the Bureau with extensive documentation, discussion, and oral summaries of their respective
41 positions.

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46 An Equal Opportunity Employer

7 **PARTIES**

8
9 At the pre-hearing conferences Larry Oveson, President, represented the MCCFA; John
10 Shabatura, Associate Vice Chancellor, appeared on behalf of MnSCU; and Bruce Hemstad,
11 President, was the spokesperson for UTCE>
12

13 **ISSUE**

14
15 What is the appropriate faculty unit assignment (Unit 10 or Unit 11) of the eight faculty members
16 in question?
17

18 **DISCUSSION**

19
20 1. Background. At issue in this case is more than the proper unit placement of eight faculty
21 members raised by the filing of the petitions. The parties are trying to constructively deal
22 with the volatile labor relations issues which have resulted from the formation of MnSCU.
23 Central to the issue before the parties is the faculty bargaining structure at “consolidated
24 campuses” where both technical college and community college programs are located. The
25 Bureau must consider the overall bargaining structure issue, as well as, the unit placement of
26 specific faculty positions.
27

28 2. Previous Actions. The Bureau has, by an earlier decision, given the parties some direction
29 concerning the general bargaining structure of faculty appropriate units. On July 18, 1994,
30 we issued a Unit Determination and Exclusive Representative Certification Order (Order).^{1/}
31 This Order certified UTCE as the exclusive representative of the “technical college
32 instructional employees” unit specifically established by the Public Employment Labor
33 Relations Act (PELRA).^{2/} This certification by the Bureau established a multiple unit faculty
34 bargaining structure at MnSCU. The bargaining structure established by the PELRA is as
35 follows:
36

- 37 1) State University instructional employees represented by the
38 Inter Faculty Organization;
39 2) Community College instructional employees represented by
40 The MCCFA; and
41

42 _____
43
44 1/ United Technical College Educators and American Federation of State, County and
45 Municipal Employees, Council 6 and Minnesota Association of Professional Employees and
46 Middle Management Association and State of Minnesota, Department of Employee Relations
47 – Higher Education Board, BMS Case No. 94-PCE-1670.

48 2/ Minn. Stat. 179A.10, Subd. 2, (11).

7 3) Technical College instruction employees represented by UTCE.
8

9 The Order in BMS Case No. 94-PCE-1670 specifically identified certain “employees/positions:
10 whose inclusion in the UTCE unit was not disputed (List A).^{3/} It also identified other
11 “employees/positions” who remained in contention (List B).^{4/} These contested “employees and
12 positions” required the parties to continue an ongoing dialogue concerning bargaining unit
13 structure and the unit assignment of faculty members and positions in dispute.
14

15 Following issuance of the Bureau’s Order, the parties entered into intense discussions. These
16 discussions resulted in a Memorandum of Understanding (MOU) between the MCCFA, UTCE,
17 and the “State of Minnesota.”^{5/} Signed on July 19, 1995, the MOU provided for the specific unit
18 assignment of certain faculty members and courses with the advent of MnSCU on July 1, 1995.
19 The MOU served as the basis for unit assignment during the transition period at MnSCU.
20 However, with an increase in the number of actual “consolidated campuses” from three to eleven
21 the Bureau Order and the MOU required a reconsideration.
22

23 3. Post Transition of MnSCU. As of July 1, 1995, MnSCU was created by law from the merger
24 of Minnesota’s State University, Community College, and Technical College systems. The
25 maturing of this combined higher education system necessitates a reconsideration of the
26 Bureau’s July 18, 1994, Order and the agreements incorporated into the July 19, 1995, MOU.
27

28 Our original unit determination Order focused appropriate unit assignments on course content
29 and the academic degree or award granted to a student. Although appropriate and useful at the
30 time, the increase in “consolidated campuses” has created an environment in which that approach
31 to unit assignment must be reevaluated.
32

33 The record developed by the Bureau in this case, supports a unit assignment standard which is
34 driven by academic areas or fields. Use of this general principle will provide the parties with a
35 more coherent system of unit assignment. The allocation of faculty members and positions by
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41 _____
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43 ^{3/} See BMS Case No. 94-PCE-1670 Order, List A.

44 ^{4/} See BMS Case No. 94-PCE-1670 Order, List B.

45 ^{5/} Memorandum of Understanding between the Minnesota Community College Faculty
46 Association, the United Technical College Educators, and the State of Minnesota, signed July
47 19, 1995.

7 academic area or field will complement the educational mission of the MnSCU system and
8 temper the collective bargaining conflicts between MCCFA, MnSCU, and UTCE over unit
9 assignment.

10
11 **FINDINGS**
12

- 13 1. The petitions before the Bureau are timely and valid.
14
15 2. The Bureau's Order in BMS Case No. 94-PCE-1670 and the
16 PARTIES' Memorandum of Understanding signed July 19, 1995,
17 are subject to amendment.
18

19 **ORDERS**
20

- 21 1. This Order shall apply to the make-up of the UTCE and MCCFA'
22 appropriate units at the following "Consolidated colleges":
23

24 Central Lakes College
25 Century College, a Community and Technical College
26 Hibbing Community College, a Community and Technical College
27 Lake Superior College
28 Mesabi Range Community and Technical College
29 Minneapolis Community and Technical College
30 Minnesota West Community and Technical College
31 Northland Community and Technical College
32 Ridgewater College, a Community and Technical College
33 Riverland Community, a Community and Technical College
34 Rochester Community and Technical College
35

36 If the MnSCU Board of Trustees establishes additional "consolidated
37 colleges," these new "consolidated colleges" are covered by this
38 Order.
39

- 40 2. Courses offered at the "consolidated colleges" in the following general education
41 disciplines shall be in the MCCFA appropriate unit:
42

43 American Studies	Anthropology	Art
44 Biology	CBE	Chemistry
45 Computer Science	Earth Science	Economics

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Engineering	English	Environ.Science
Film Making	French	Geography
Geology	German	ESL
Health	History	Humanities
Int'l Relations	Japanese	Journalism
Mass Comm.	Mathematics	Music
NaAmerStd	Natural Science	Occupational ESL
Ojibwe	Philosophy	Physical Ed.
Physics	Poli Science	Psychology
Reading/SS	Russian	Sociology
Spanish	Speech	Theater

- 1 A. Current faculty members assigned and future faculty members
2 hired, whose majority of assignment is in the related assigned
3 fields or licenses listed above, shall be in the MCCFA appropriate
4 unit.
5
- 6 B. This listing is intended to represent assigned fields and/or license
7 codes that comprise the academic disciplines of the liberal arts and
8 science curriculum. The actual names of assigned fields and/or
9 license codes may change pursuant to MnSCU Board of Trustees
10 policy.
11
- 12 C. Faculty members who are hired for, or assigned to provide work
13 with activity courses and activities (music, drama, newspaper, and
14 athletics), clubs, and intra-murals that evolve from the disciplines
15 above, shall be in the MCCFA appropriate unit.
16
- 17 3. Courses offered at the “consolidated colleges” in the license code areas of
18 Computer Operations and Computer Programming are included in both
19 appropriate units.
20
- 21 A. Current faculty members assigned and future faculty
22 members hired, whose majority of assignments is to teach
23 courses in computer diagnosis and/or repair, or the design,
24 assembly and operation/maintenance/integration of
25 computer hardware shall be in the UTCE appropriate unit.
26 Introduction to microcomputers and computer
27 programming courses that are included as an

7 integral part of a specific UTCE occupational/technical program and
8 taught either by the program instructor or through the
9 Office/Administrative Support program shall continue to be in the
10 UTCE appropriate unit.

11
12 B. Current faculty members assigned and future members hired, whose
13 majority of assignments is to teach courses in programming, history of
14 computing, futuristic trends in computing, computers and society, or
15 specific computer applications which are taught from a theory basis,
16 shall be in the MCCFA appropriate unit. Introduction to
17 microcomputers and computer programming courses that are theory
18 based and not an integral part of a specific UTCE occupational/
19 technical program shall continue to be in the MCCFA appropriate unit.
20

21 4. Courses offered at the “consolidated colleges” in the following
22 occupational assigned fields and/or license codes shall be in the MCCFA
23 appropriate unit:
24

25 Accounting	Bookkeeping	Business (Intro)
26 Business (Admin)	Business (Law)	Business (Mgmt)
27 Chem. Dep.	Human Services	Legal Assisting
28 Nursing AD		

29
30 C. Current faculty members assigned and future faculty members hired at
31 the “consolidated colleges,” whose majority of assignments is in these
32 occupational assigned fields and/or license codes, shall be in the
33 MCCFA appropriate unit.
34

35 D. Faculty members who are assigned to provide direction of club
36 activities that evolve from the programs related to the assigned fields
37 and/or license codes above, shall continue to be in the MCCFA
38 appropriate unit.
39

40 5. Courses offered at the “consolidated colleges” in the following
41 occupational license codes and/or assigned fields shall be in the UTCE
42 appropriate unit:
43

44 Agriculture	Agri-Business	Automated Mfg.
45 Engr. Tech		
46 Aviation	Career Orientation	Child Development
47 Civil Engineering Tech	Communications Tech	Computer Tech

5	Data Processing	Dental Assisting	Dental Hygiene
6	Dietetic Tech	Drafting/Design Tech	Electrical Engr. Tech
7	Emergency Health Services	Fashion Merchandising	Forestry Tech
8	Graphics	Health Care Mgmt.	Hospitality Mgmt.
9	Interpreter Training	Law Enforcement	Legal Office
10	Marketing	Mass Media Tech	Mechanical
11	Engineering		
12	Medical Assistant	Medical Lab Tech	Medical Office
13	Natural Resources Tech	Nursing (Practical)	Occupational Therapy
14	Office (Info Mgmt)	Radiological Tech	Real Estate
15	Water/Waste Mgmt.		

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A. Current faculty members assigned and future faculty members hired at the “consolidated colleges,” whose majority of assignments is in these occupational license codes and/or assigned fields, shall be in the UTCE appropriate unit.

B. Current faculty members and future faculty members hired at the “consolidated colleges,” whose majority of assignments are in occupational/technical programs which are not listed in Sections 3, 4, and 5 above, shall be in the UTCE appropriate unit.

C. Faculty members who are assigned to advise clubs, which are associated with the programs in these program areas, shall also continue to be in the UTCE appropriate unit.

6. Courses offered at the “consolidated colleges” in developmental math shall be MCCFA bargaining unit work. Current faculty members employed and new faculty members hired at the “consolidated colleges,” whose majority of assignments is in this assigned field and/or license code, shall be in the MCCFA appropriate unit.

7. Courses offered at the “consolidated colleges” in all general studies license code areas, except Developmental Math, shall be UTCE bargaining unit work. Current faculty members employed and new faculty members hired at the “consolidated colleges”, with the above noted exception, and whose majority of assignments is general studies, shall be in the UTCE appropriate unit.

- 8 8. This Order shall supplement the BMS Order in Case No. 94-PCE-
9 1670, and the Memorandum of Understanding of the parties dated
10 July 19, 1995. If either BMS Case No. 94-PCE-1670 or the
11 Memorandum of Understanding are in conflict with this Order, this
12 Order shall prevail.
13
- 14 9. This Order shall be implemented in the following manner:
15
- 16 A. Assignment of assigned fields and occupational license codes to appropriate
17 units as directed by this Order shall be effective with the date of issuance of
18 the Order.
19
 - 20 B. New faculty hired on or after the effective date of the Order shall be placed in
21 the appropriate unit as directed by this Order.
22
 - 23 C. The terms and conditions of employment for current faculty members shall
24 continue in accordance with the provisions of collective bargaining
25 agreements in effect as of the date of issuance of this Order through the 1999
26 Spring semester and the 1999 Summer sessions.
27
 - 28 D. On July 1, 1999, the Employer shall place faculty members in appropriate
29 units as directed by this Order, subject to the provisions as cited in C above.
30
- 31 10. The eight faculty members affected by this case are assigned to appropriate
32 units in accordance with the following:
33
- | | |
|----------------|---|
| 34 98-PCL-1423 | Faculty Law Enforcement, MnSCU - Hibbing Community
35 College – Assigned to UTCE Unit. |
| 36 98-PCL-1424 | Legal Assistant Instructor (temporary), MnSCU - Century
37 College - Assigned to MCCFA Unit. |
| 38 98-PCL-1425 | Robert Federel, MnSCU – Central Lakes College - Assigned to
39 MCCFA Unit. |
| 40 98-PCL-1429 | Chuck Lyons, MnSCU – Hibbing Community College -
41 Assigned to MCCFA Unit.
42 |
| 43 98-PCL-1430 | Barry Dahl, MnSCU – Lake Superior College - Assigned to
44 MCCFA Unit.
45 |
| 46 | |
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7 98-PCL-1431 Patrick Carey, MnSCU – Lake Superior College - Assigned to
8 MCCFA Unit.
9

10 98-PCL-1432 Lynn Murray, MnSCU – Minneapolis Community and
11 Technical College - Assigned to MCCFA Unit.
12

13 98-PCL-1433 Pat Dorn, MnSCU – Rochester Community and Technical
14 College - Assigned to MCCFA Unit.
15
16
17

18 STATE OF MINNESOTA
19 Bureau of Mediation Services
20

21 LANCE TEACHWORTH
22 Commissioner
23
24
25

26 /s/ Peter E. Obermeyer
27 _____
28 PETER E. OBERMEYER
29 Hearing Officer
30

31 PEO:jlj
32

33 cc: Bruce Hemstad
34 Larry Oveson
35 John Shabatura (2)
36 (Includes Posting)
37
38

1
2 **APPENDIX C**
3 **DEFINITION OF SAME SEX DOMESTIC PARTNERSHIP FOR INSURANCE**
4 **PURPOSES**
5
6

7 A domestic partnership is defined as a relationship between an employee and another
8 adult of the same sex, in which the parties, hereinafter called domestic partners:

- 9
- 10 1. Have entered into a committed interdependent relationship with each other;
 - 11
 - 12 2. Are jointly responsible for each other's basic common welfare;
 - 13
 - 14 3. Share a common residence and intend to do so indefinitely;
 - 15
 - 16 4. Are not related by blood or adoption such that would prohibit marriage in
17 Minnesota; are neither married nor registered in another domestic partnership; and
18
 - 19 5. Are legally competent and qualified to enter into a contract.
 - 20

21 "Joint responsibility" means that each partner agrees to provide for the other partner's
22 basic living expenses if the partner is unable to provide for him or her self.

23
24 "Basic common welfare" includes food, shelter, and health care.

25
26 "Share a common residence" means that two (2) people share the same place to live. It is
27 not necessary that the legal right to possess the common residence be in both of their
28 names. Two (2) people may have a common residence even if one (1) or both persons
29 have an additional place to live. Domestic partners do not cease to live together if one (1)
30 partner leaves the common residence but intends to return, including, but not limited to,
31 periods of time left for long-term or short-term medical care, education, sabbaticals, or
32 employment.
33

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3 **APPENDIX D**
4 **MEMORANDUM OF UNDERSTANDING**
5 **between**
6 **MINNESOTA STATE COLLEGES AND UNIVERSITIES**
7 **and**
8 **UNITED TECHNICAL COLLEGE EDUCATORS**

9 **Whereas**, funding for programs and operations of the Air Traffic Control campus of Minneapolis
10 Community and Technical College is dependent on action by Congress, and

11
12 **Whereas**, the fiscal year for the Air Traffic Control campus of Minneapolis Community and
13 Technical College is dependent on action normally completed by Congress on or about October 1
14 of each calendar year, and

15
16 **Whereas**, funding for the programs and operation of the Air Traffic Control campus of
17 Minneapolis Community and Technical College is normally released by the federal government
18 on or about October 1 of each calendar year, and

19
20 **Whereas**, historically the Air Traffic Control campus of Minneapolis Community and Technical
21 College functioned on a fiscal year that is in reality considerably different than the July 1 through
22 June 30 MnSCU fiscal year, and

23
24 **Whereas**, the Minnesota State Colleges and Universities (hereafter MnSCU) and the United
25 Technical College Educators (hereafter UTCE) agree to waive or modify certain provisions of the
26 1999-01 UTCE MnSCU Master Agreement as those provisions are applied to layoff for faculty
27 members at the Air Traffic Control campus of Minneapolis Community and Technical College;

28
29 **Therefore**, only for the purposes of faculty member layoff notice, and layoff at the Air Traffic
30 Control campus of Minneapolis Community and Technical College, the parties agree to the
31 following relative to the 1999-01 Master Agreement:

- 32
33 1. Article 27, Section 4, Subdivision 3, Notice of Layoff, shall remain entirely intact
34 and operational for the purposes identified in this MOU, except as follows:
35 a) "days" means all calendar days including Saturdays, Sundays and legal holidays;
36 b) "the end of the individual's academic year" means December 31 of each year.
37
38 2. All other provisions of the Master Agreement are unaffected by this MOU and
39 remain fully operational and intact with the meanings ascribed to them.
40
41 3. This agreement does not constitute a precedent nor does it establish a practice for
42 either MnSCU or UTCE.
43

44 Duration: This Memorandum of Understanding shall take effect on October 8, 1999.

45 **For UTCE**

For MnSCU

46
47 /s/ Ed Schones
48 Ed Schones, President
49 Relations

/s/ Jeffery O. Wade
Jeffery O. Wade, System Director for Labor

50
51 _____
Date
