

**TENTATIVE AGREEMENT:  
JOINT WORKGROUP PACKAGE PROPOSAL #11\***

\*Note: This document will serve as both the final version of the joint proposal on the topic of gendered pronouns that resulted from the parties' collaboration in workgroup format earlier this year, as well as the parties' Tentative Agreement on the topic. The TA was discussed across the bargaining table on July 23, 2025. The table-talk on July 23<sup>rd</sup> referenced the last draft-version of this proposal, dated April 26, 2025, that was exchanged between the parties via email on April 26, 2025, and again – unaltered – on July 21, 2025.

**SUMMARY**

The articles referenced in the summary below contain changes that are intended to remove gendered pronouns from the collective bargaining agreement. The specific changes, in legislative format, are shown below, starting on page 6 of this document.

In addition to the removal of gendered pronouns, in some cases the parties are proposing additional non-substantive changes to a CBA article listed below. In such cases, a description of the additional non-substantive change will be included in either the summary below or in the comments in the margins of this document. Again, specific changes in legislative format follow the summary section of this document.

- **Article 8 Shared Governance and Academic Affairs**  
**Section 2 Academic Affairs and Standards Council**  
**Subd. 3 Structure of the Council**
  - Additional non-substantive change for grammatical purposes: Removal of comma b/c compound predicate of same subject ("faculty member").
  
- **Article 9 Representatives**  
**Section 5 Release Time for the MSCF President**  
**Subd. 3 President's Sabbatical**
  
- **Article 10 Work Year and Work Week**  
**Section 4 Summer Assignments**  
**Subd. 5 Claiming of Courses/Sections After the Initial Rotation**  
**Paragraphs A and D**
  - Non-substantive change for grammatical purposes: Addition of comma in the first line of Paragraph A.2, after "selection."

*This Tentative Agreement covers only the changes indicated herein. Other proposals may be pending concerning some of these provisions, sections, and/or articles.*

- **Article 11 Work Assignments**  
**Section 2 Teaching Faculty in the Former MCCFA Bargaining Unit**  
**Subd. 4 Two Year Averaging**  
**Paragraphs A, B, C, and D**
  
- **Article 11 Work Assignments**  
**Section 3 Teaching Faculty in the Former UTCE Bargaining Unit.**  
**Subd. 3 Two-Year Averaging**  
**Paragraphs A, B, C, and D**
  
- **Article 11 Work Assignments**  
**Section 3 Teaching Faculty in the Former UTCE Bargaining Unit**  
**Subd. 7 Office Hours for General Education Courses Assigned to Former -UTCE Faculty**
  - Additional non-substantive change for purposes of clarification: Proposed revision for clarity because current construction in CBA is unclear whether it is the posting or the office hour (or both) that needs to be in the faculty member's office (or other location). Also, changed "for each three credits taught" to "for every three credits taught."
  
- **Article 12 Workload for Management Programs**  
**Section 5 Management Faculty New to a Program or Site**
  
- **Article 13 Wages**  
**Section 1 Initial Step Placement**
  - **Subd. 2 Placement for Re-employed Temporary Part-time, Converted Temporary Full-time, Fixed-Term Full-Time, Fixed-Term Part-Time, and Adjunct Faculty**
  - **Subd. 3 Placement for Re-employed Unlimited Faculty**
  - **Subd. 4 Exceptions to the Maximum Step Placement**
  
- **Article 14 Leaves of Absence With Pay**  
**Section 9 Legal Leave**
  - **Subd. 1 Jury Leave**
  - **Subd. 2 Court Appearance Leave**

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- **Article 15 Leaves of Absence Without Pay**  
**Section 1 Benefits**
  
- **Article 15 Leaves of Absence Without Pay**  
**Section 3 Parenting Leave**
  - Subd. 1 Eligibility
  - Subd. 7 FMLA
  
- **Article 16 Sick Leave Liquidation and Faculty Retirement Provisions**  
**Section 2 Unlimited Faculty who Provide Early Notice of Retirement**
  
- **Article 16 Sick Leave Liquidation and Faculty Retirement Provisions**  
**Section 3 Early Retirement Incentive (for Former MCCFA Bargaining Unit Members)**
  - Subd. 6 EEOC Window
  
- **Article 16 Sick Leave Liquidation and Faculty Retirement Provisions**  
**Section 5 Retirement Incentive Grandparent Clause for Former UTCE Bargaining Unit Members**
  - Subd. 3 EEOC Window
  - Additional non-substantive change for grammatical purposes: Addition of comma following the year "1995."
  
- **Article 17 Professional Development**  
**Section 4 Sabbatical Leave**
  - Subd. 7 Sabbatical Return Requirements
  
- **Article 17 Professional Development**  
**Section 5 Faculty Internships**
  - Subd. 2 Benefits
  - Subd. 4 Return Requirements
  
- **Article 20 Appointments and Credential Fields**  
**Section 3 Unlimited Part-time**
  - Subd. 1 Level of Minimum Guarantee
  - Subd. 4 Conversion from Unlimited and Probationary Part-time to Unlimited and Probationary Full-time.

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- **Article 20 Appointments and Credential Fields**  
**Section 5 Temporary Part-time**
  - **Subd. 1 Full-time Assignment of Temporary Part-Time Faculty**
  
- **Article 21 Seniority**  
**Section 3 Calculation of Temporary Service**
  - Additional non-substantive change for grammatical purposes: Added commas after “unlimited full-time” and “or unlimited part-time.”
  
- **Article 21 Seniority**  
**Section 9 Seniority at Same or a New College Via Claiming.**
  - **Subd. 1**
  
- **Article 21 Seniority**  
**Section 10 Seniority at a New College Via Voluntary Transfer**
  
- **Article 22 Layoff and Faculty Transfers**  
**Section 1 Layoffs.**
  - **Subd. 6 Recency Requirements**
  
- **Article 22 Layoff and Faculty Transfers**  
**Section 4 Layoff Procedure for Colleges with Multiple-Campuses or Sites.**
  - **Subd. 3 Reassignment of Senior Faculty**
  
- **Article 22 Layoff and Faculty Transfers**  
**Section 5 Multiple Credential Fields**
  - **Subd. 1 Multiple Assigned Fields**
  - **Subd. 2 Multiple Licenses**
  
- **Article 22 Layoff and Faculty Transfers**  
**Section 6 Retention Review**
  
- **Article 22 Layoff and Faculty Transfers**  
**Section 8 Layoff Benefits**  
**Option A**
  - **Subd. 4 Claiming Vacation Positions**
    - **Paragraph A Claiming Period for Unlimited Full-time Faculty**
    - **Paragraph C Process for Claiming Vacancies**

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TENTATIVE AGREEMENT: Joint Labor/Mgmt Language-Clarif Workgroup Pkg. Prop. #11\*  
Topic: Technical changes to remove gendered pronouns  
Articles: 8-17, 20-26  
MSCF 2025-2027 Bargaining  
Wednesday, July 23, 2025  
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**#3 Order of Claiming Posted Vacancies**

**Paragraph D Claiming Adjunct and Temporary Part-Time Work Assignments**

**#1 Order of Claiming Adjunct and Temporary Part-time Work Assignments**

**#2 Notification to College Human Resources Designees.**

**Paragraph E Claiming Part-time Work Assignments for Former UTCE Faculty at Consolidated Colleges and Former UTCE Non-General Education Faculty at Stand-alone Technical Colleges**

- **Article 22 Layoff and Faculty Transfers**  
Section 9 Faculty Transfers
  - **Subd. 1 Applying for a Permanent Transfer**
- **Article 22 Layoff and Faculty Transfers**  
Section 11 Exchange Status
- **Article 23 Miscellaneous Rights of Faculty Members**  
Section 3 Academic Freedom
- **Article 24 Miscellaneous Provisions**  
Section 12 Facilities and Equipment
- **Article 25 Disciplinary Procedures**  
Section 6 Temporary Part-time and Adjunct Faculty  
Subd. 1 Temporary Part-time or Adjunct Faculty with Less than 2.0 FTE Continuous Service
- **Article 26 Personnel Files**  
Section 2 Faculty Member Rights

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## ARTICLE 8 SHARED GOVERNANCE AND ACADEMIC AFFAIRS

### Section 2. Academic Affairs and Standards Council

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

Commented [A1]: Remove comma here b/c compound predicate of same subject. See Chicago Manual (17) at 6.23

## ARTICLE 9 REPRESENTATIVES

### Section 5 Release Time for the MSCF President

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

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## ARTICLE 10 WORK YEAR AND WORK WEEK

### Section 4 Summer Assignments

**Subd. 5 Claiming of Courses/Sections After the Initial Rotation.**

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A. Courses/sections added after the initial rotation but before the end of the academic year shall be offered to faculty as follows:

1. Courses/sections added to the summer schedule shall first be offered to the faculty member at the top of the summer rotation list in the credential field appropriate to the course/section even if the faculty member is fully loaded.
2. After the faculty member at the top of the list has made ~~his/her~~ **the faculty member's** selection, the remaining course(s)/section(s) shall be offered to those faculty members on the summer rotation list, in rotation order, who are not fully loaded.
3. A faculty member who is offered a course/section under this provision shall make ~~his/her~~ **a** decision to accept or decline within three (3) days of being offered the course/section.

Commented [A2]: Even though beyond scope of pronouns, suggest adding a comma here for readability

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D. The parties agree that a college may, in the interest of time, contact all eligible faculty members on the summer rotation list and offer the additional course/section. The additional course/section will be given to the faculty member who responds within the time limitations and is highest on the summer rotation list. A faculty member who does not respond within the time limits outlined in Paragraph A3 and Paragraph C above will be treated as ~~if s/he~~ **if the faculty member has** declined the offered course/section.

## ARTICLE 11 WORK ASSIGNMENTS

### Section 2 Teaching Faculty in the Former MCCFA Bargaining Unit.

#### Subd. 4 Two Year Averaging

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- A. **Revocation of Mutual Consent.** Either party may revoke mutual consent within the first semester of Year 1, in which case, the faculty member's load will be balanced in the second semester of Year 1. Either party may revoke consent in the second semester of Year 1 if the faculty member is overloaded in Year 1, in which case contractual overload provisions shall apply. A faculty member may not revoke consent after the first semester of Year 1 if the faculty member is underloaded in Year 1. If the college revokes consent after the first

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semester of Year 1 and the faculty member is underloaded in Year 1, the faculty member will be paid ~~his or her~~ the faculty member's full salary in Year 1.

- B. **Layoff.** In the event a faculty member who entered into a mutual two-year averaging agreement is laid off effective the spring semester of Year 1, ~~he or she~~ the faculty member shall receive ~~his or her~~ the faculty member's full base salary if underloaded in Year 1 and any applicable overload credits at the end of spring semester of Year 1.
- C. **Separation or Retirement.** In the event a faculty member who entered into a two-year averaging agreement resigns or retires prior to the end of Year 1, any overload provisions shall apply. If underloaded in Year 1, the faculty member will receive ~~his or her~~ the faculty member's full base pay for the year.
- D. **Termination.** In the event a faculty member who was assigned overload in Year 1 is dismissed from ~~his or her~~ employment for cause per Article 25 prior to having completed the two-year averaging period, the faculty member will not be entitled to overload pay ~~that he or she worked in for~~ Year 1.

## ARTICLE 11 WORK ASSIGNMENTS

### Section 3 Teaching Faculty in the Former UTCE Bargaining Unit.

#### Subd. 3. Two-Year Averaging

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- A. **Revocation of Mutual Consent.** Either party may revoke mutual consent within the first semester of Year 1, in which case, the faculty member's load will be balanced in the second semester of Year 1. Either party may revoke consent in the second semester of Year 1 if the faculty member is overloaded in Year 1, in which case contractual overload provisions shall apply. A faculty member may not revoke consent after the first semester of Year 1 if the faculty member is under loaded in Year 1. If the college revokes consent after the first semester of Year 1 and the faculty member is under loaded in Year 1, the faculty member will be paid ~~his or her~~ the faculty member's full salary in Year 1.

- B. Layoff.** In the event a faculty member who entered into a mutual two-year averaging agreement is laid off effective the spring semester of Year 1, the faculty member he or she shall receive the faculty member's his or her full base salary if underloaded in Year 1 and any applicable overload credits at the end of spring semester of Year 1.
- C. Separation or Retirement.** In the event a faculty member who entered into a two-year averaging agreement resigns or retires prior to the end of Year 1, any overload provisions shall apply. If underloaded in Year 1, the faculty member will receive the faculty member's his or her full base pay for the year.
- D. Termination.** In the event a faculty member who was assigned overload in Year 1 is dismissed from his or her employment for cause per Article 25 prior to having completed the two-year averaging period, the faculty member will not be entitled to overload pay that he or she worked in for Year 1.

## ARTICLE 11 WORK ASSIGNMENTS

### Section 3 Teaching Faculty in the Former UTCE Bargaining Unit.

**Subd. 7. Office Hours for General Education Courses Assigned to Former -UTCE Faculty** This subdivision applies to situations in which a Former-UTCE status faculty member at a technical college is assigned, as a component of the faculty member's load, a course or courses in a discipline identified as a "General Education" discipline in Paragraph 2 of the 1999 BMS Order in Appendix A. For every three (3) credits taught, to a maximum of fifteen (15) credits, each the instructor shall post and maintain one (1) office hour per week in which the faculty member will be available to students of student availability in his/her an in the faculty member's office or some other campus location per week for each three (3) credits taught to a maximum of fifteen (15) credits. Additional office hours or student availability may be scheduled at the instructor's option. If a faculty member's entire assignment is online, the office hours can be held entirely online. If the entire assignment is onsite, the office hours are held entirely onsite. If the assignment is mixed, the office hour locations are mixed in reasonable proportions to allow for faculty availability to students. (See joint MSCF/Minnesota State letter – Appendix B.)

**Commented [A3]:** Proposed revision for clarity because current CBA construction unclear whether it is the posting or the office hour (or both) that needs to be in the faculty member's office. Moved current language around a bit to address that. Also, changed "for each three credits taught" to "for every three credits taught."

## ARTICLE 12 WORKLOAD FOR MANAGEMENT PROGRAMS

**Section 5 Management Faculty New to a Program or Site.** A probationary management faculty member is expected to reach the initial contract credit expectation by the end of ~~his/her~~ the faculty member's third year. The administration may allow unlimited faculty new to a program site flexibility in meeting the base contract credit expectation. Probationary and unlimited faculty, new to a program or site, shall be awarded extended days according to the same guidelines established for other management faculty.

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## ARTICLE 13 WAGES

### Section 1 Initial Step Placement.

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**Subd. 2. Placement for Re-employed Temporary Part-time, Converted Temporary Full-time, Fixed-Term Full-Time, Fixed-Term Part-Time, and Adjunct Faculty.** Temporary part-time, converted temporary full-time, fixed-term full-time, fixed-term part-time and adjunct faculty who have had a break in service (defined as no assignments for four (4) or more consecutive semesters) and are re-employed will be placed on the salary schedule where the faculty member ~~she~~ was at the time of separation and including any salary schedule reformatting and/or renumbering. If such step re-placement does not exceed the step limits, a faculty member may request to have relevant interim work experience evaluated for a higher step placement up to the step limit. However, any additional steps granted shall not be more than the total number of collectively bargained steps granted to current faculty during the same intervening period of time. The relevant interim work experience shall be credited on a one (1) year for one (1) step basis.

An adjunct faculty member whose previous employment was limited to the per-credit rate of pay shall upon receiving a probationary appointment be given credit for all appropriate experience including work in the state colleges and the state universities subject to the step placement limits contained in Subd. 1. of this section.

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**Subd. 3. Placement for Re-employed Unlimited Faculty.** When a faculty member who has previously been employed by the state colleges as unlimited full-time, or unlimited part-time is re-employed, such faculty member will be placed on the salary schedule where the faculty member was at the time of separation and including any salary schedule reformatting and/or renumbering. If the faculty member has relevant interim work experience, such work experience will be evaluated for a higher step placement. However, any additional steps granted shall not be more than the total number of collectively bargained steps granted to current faculty during the same intervening period of time. The relevant interim work experience shall be credited on a one (1) year for one (1) step basis.

**Subd. 4. Exceptions to the Maximum Step Placement.** Initial step placement may exceed the step limits when:

- A. A college takes over a program from another institution and also employs the faculty member(s) in the program. Such faculty member cannot be placed higher than one step above the faculty member's his/her former base salary; or
- B. The MSCF and the system office have mutually agreed upon a waiver as requested by the college administration.

## ARTICLE 14 LEAVES OF ABSENCE WITH PAY

### Section 9 Legal Leave.

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

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

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

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

- A. Be reinstated to the faculty member's his/her original position or to a position of similar status and pay.
- B. Retain seniority accrual, salary and benefit status and other advantages accrued prior to taking the leave.
- C. Not accrue or use sick leave or personal leave during the period of the unpaid leave.
- D. Not receive service credit toward fulfillment of the faculty member's his/her probationary period.
- E. Be eligible to continue benefits provided by this Contract at the faculty member's his/her own expense during the leave of absence.

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

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

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

**Subd. 1. Eligibility.** The college administration shall grant parenting leave without pay to any faculty member who requests such leave for the purpose of providing parental care to the faculty member's his or her newborn, newly adopted, or newly foster-care placed

child or children. The faculty member must commence this leave within two (2) years of the birth or adoption or placement of the foster child.

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

## ARTICLE 16 SICK LEAVE LIQUIDATION AND FACULTY RETIREMENT PROVISIONS

**Section 2 Unlimited Faculty who Provide Early Notice of Retirement** Unlimited faculty members who elect to retire with at least fifteen years (15.0 FTE) of service at any colleges of Minnesota State and who are at least age fifty-five (55) shall receive an incentive of two thousand dollars (\$2,000.00). The incentive will be paid over the final two (2) academic year semesters of employment following notice or at the option of the faculty member, paid in a one-time lump sum at the end of employment.

To receive this benefit the affected faculty member must submit a written letter of retirement to the college president or designee by September 15<sup>th</sup> if the retirement will occur at the end of the following spring semester, or by January 15<sup>th</sup> if the retirement will occur at the end of the subsequent fall semester. Such notice of retirement is irrevocable upon written acceptance by the college president or designee. However, upon application to the Vice Chancellor of Human Resources or ~~his/her~~ designee, this notice may be rescinded. If the Vice Chancellor or ~~his/her~~ designee agrees to rescind the early notice of retirement submission, any portion of the two thousand dollar (\$2,000.00) incentive already paid to the faculty member as a result of the faculty member's early notice shall be refunded by the affected faculty member to the college in a timely manner as determined by the college president.

Faculty members who are taking part in the Phased Retirement program under Article 16, Section 7 are not precluded from receiving the two thousand dollar (\$2,000.00) early-notice-of-retirement incentive. However the faculty member's Phased Retirement Agreement will not satisfy the notice-of-retirement requirement described in the previous paragraph. A faculty member on Phased Retirement who wishes to receive the two

thousand dollar (\$2,000.00) early-notice-of-retirement incentive must submit a separate, irrevocable letter of retirement by the applicable deadline in the previous paragraph.

**ARTICLE 16**  
**SICK LEAVE LIQUIDATION AND FACULTY RETIREMENT**  
**PROVISIONS**

**Section 3 Early Retirement Incentive (for Former MCCFA Bargaining Unit Members).**

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

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

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

**ARTICLE 16**  
**SICK LEAVE LIQUIDATION AND FACULTY RETIREMENT**  
**PROVISIONS**

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

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

**Commented [BT4]:** Proposed tech/grammatical change of adding comma after the YYYY. See Chicago Manual (17) at 6.17

A. Applies within one hundred and eighty (180) days of meeting the age and service requirement, and

B. Separates no later than one hundred and eighty (180) days following the date of application for the benefit.

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

## ARTICLE 17 PROFESSIONAL DEVELOPMENT

### Section 4 Sabbatical Leave

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**Subd. 7 Sabbatical Return Requirements** A faculty member who has taken a sabbatical leave shall be required to return to the faculty member's ~~her/his~~ college for at least two (2) consecutive semesters of service. Summer session work shall not count toward fulfilling this requirement. If the faculty member fails to do so, the faculty member will be required to repay the salary that was paid by the Employer during the sabbatical leave unless the Chancellor or designee chooses to waive this requirement because of special circumstances. The repayment shall be completed no later than the beginning of the academic semester in which the faculty member was expected to return.

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

## ARTICLE 17 PROFESSIONAL DEVELOPMENT

**Section 5. Faculty Internships.** An unlimited faculty member may apply for an internship under the following conditions:

**Subd. 2. Benefits.** For internships that are assigned as part of the faculty member's regular duty days, the faculty member shall receive ~~the faculty member's his or her~~ regular pay and benefits. For internships that are not part of the faculty member's regular duty days, the faculty member shall receive a stipend of three hundred dollars (\$300.00) per day.

**Subd. 4. Return Requirements.** A faculty member who has taken an internship shall be required to return to ~~the faculty member's his/her~~ college for at least one (1) academic semester if paid for four (4) weeks or more for an internship. If the faculty member refuses to do so, the faculty member will be required to repay the stipend that was paid by the Employer during the internship unless the Chancellor or designee chooses to waive this requirement because of special circumstances. The repayment shall be completed no later than the beginning of the academic semester that the faculty member was expected to return.

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

## ARTICLE 20 APPOINTMENTS AND CREDENTIAL FIELDS

### Section 3 Unlimited Part-time

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

An unlimited part-time faculty member holding appointments at more than one state college who has conflicting work schedules must select which college's assignment the

faculty member s/he will meet and must resign the appointment from the other college if alternative arrangements which are acceptable to the college administration cannot be implemented. Unlimited part-time faculty who decline assignments as part of the minimum guaranteed percentage appointment or who refuse unlimited full-time positions that are offered at their college shall lose their unlimited part-time status.

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**Subd. 4. Conversion from Unlimited and Probationary Part-time to Unlimited and Probationary Full-time.** Upon mutual agreement between the MSCF and the college president, a current unlimited part-time faculty member may be granted an unlimited full-time position at the faculty member's his/her college that includes the faculty member's his/her current unlimited part-time assignment. Faculty members serving their probationary period may also convert as long as the minimum qualifications for the credential field(s) are fully met at the time of conversion. At the time of conversion the remaining probationary period from the probationary unlimited part-time appointment will transfer to the probationary unlimited full-time appointment.

## ARTICLE 20 APPOINTMENTS AND CREDENTIAL FIELDS

### Section 5 Temporary Part-time

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**Subd. 1. Full-time Assignment of Temporary Part-Time Faculty.** A temporary part-time faculty member shall not be assigned a full load (30 or 32 credits as appropriate) at the same college unless the faculty member s/he meets the minimum qualifications for the credential field(s). If a temporary part-time faculty member is assigned a full load, the faculty member shall be converted to temporary full-time in accordance with the following:

- A. The conversion shall be made without the position being posted.
- B. The conversion shall occur when the faculty member begins working either the 30<sup>th</sup> or 32<sup>nd</sup> credit.

C. The conversion shall not be retroactive for the purposes of insurance eligibility or sabbatical leave eligibility.

## ARTICLE 21 SENIORITY

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

Commented [BT5]: Proposing one additional comma from LR's original 3/19 v. 1 draft

## ARTICLE 21 SENIORITY

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### Section 9 Seniority at Same or a New College Via Claiming.

**Subd. 1.** A faculty member on layoff who claims a vacancy at the same college where the layoff occurred or another college in a new credential field shall retain system seniority in the original credential field(s). Such faculty member shall have his/her system seniority in the original credential field(s) noted on the college seniority roster. The faculty member ~~she~~ shall begin accruing seniority in the new credential field starting from the beginning of the semester in which the faculty member ~~she~~ claims.

**ARTICLE 21  
SENIORITY**

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

**ARTICLE 22  
LAYOFF AND FACULTY TRANSFERS**

**Section 1. Layoffs.**

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**Subd. 6. Recency Requirements.** The recency requirements in this Article can be accomplished by a faculty member updating the faculty member's ~~his/her~~ knowledge/skills through participation in activities with sufficient rigor and substance. The recency requirement can also be accomplished through work assignment. In order to exercise the claiming recall or bypass rights outlined in this Article, the assignment or updating must have occurred within four (4) years of the claiming, recall or bypass decision.

If a faculty member requests an assignment in the faculty member's ~~his/her~~ other credential field(s) for the purpose of maintaining recency, the assignment will not be denied in an arbitrary or capricious manner.

**ARTICLE 22  
LAYOFF AND FACULTY TRANSFERS**

**Section 4. Layoff Procedure for Colleges with Multiple-Campuses or Sites.**

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

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

**ARTICLE 22  
LAYOFF AND FACULTY TRANSFERS**

**Section 5 Multiple Credential Fields.**

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

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**Subd. 2. Multiple Licenses.** Faculty members who are licensed in more than one (1) program area and has met the recency requirement by updating the faculty member's his/her knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years, will be bypassed for layoff if ~~she/he~~ that faculty member has greater seniority than another faculty member at the college in any of the her/his additional license area(s) according to the following:

- A. The most senior faculty member(s) whose position is being eliminated will be offered reassignment to the position of the least senior faculty member in all licensure areas held by the faculty member(s) whose position is being eliminated.
- B. The college will make the offer of reassignment within ten (10) days of the date the layoff notice was received by the faculty member.
- C. Faculty members must indicate their choice within twenty (20) days of receiving the offer of reassignment.
- D. If the more senior faculty member declines this offer of reassignment, then the faculty member s/he shall accept layoff, unless the layoff is rescinded prior to the effective date of layoff.

## ARTICLE 22 LAYOFF AND FACULTY TRANSFERS

### Section 6 Retention Review.

A faculty member, who claims a vacancy in a credential field in which the faculty member s/he has not previously taught, may serve a retention review period of up to two (2) full, consecutive semesters prior to obtaining unlimited status in the new credential field. The college president may waive all or a portion of the retention review period. If the college determines that a faculty member will not be retained in the new credential field, the member and the MSCF Chapter grievance representative will be notified in writing by the college. The notice will set forth the rationale for the decision. Such decision may not be arbitrary or capricious. If the faculty member is not retained as a result of the retention review, the faculty member shall be returned to the layoff list and shall retain all rights to claim in the original credential field. The total period of recall

and/or claiming rights and retention review shall not exceed four (4) years. Nothing in this section affects the parties' rights under Articles 25 and 27.

## ARTICLE 22 LAYOFF AND FACULTY TRANSFERS

### Section 8 Layoff Benefits

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#### Option A

**Subd. 4. Claiming Vacant Positions.** Faculty members who have met the recency requirement by updating the faculty member's his/her knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years and who are covered by this section may claim and reserve positions as specified below.

**A. Claiming Period for Unlimited Full-time Faculty.** For a period of four (4) years a laid off unlimited full-time faculty member may claim posted bargaining unit vacancy in any of the Minnesota technical, community or consolidated colleges for which the faculty member she meets the system established minimum qualifications for the credential field of the vacancy. If more than one (1) laid off faculty member claims a particular vacancy, the faculty member with the greatest state college system seniority shall receive the job.

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#### C. Process for Claiming Vacancies

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**3. Order of Claiming Posted Vacancies.** Current faculty members who have met the recency requirement by updating the faculty member's his/her knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years, may claim vacant unlimited full-time, fixed-term full-time, unlimited part-time, or fixed-term part-time positions for which they are qualified in the following order:

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**D. Claiming Adjunct and Temporary Part-Time Work Assignments.**

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**1. Order of Claiming Adjunct and Temporary Part-time Work Assignments.**

Current faculty members who are on layoff and have met the recency requirement by updating the faculty member's his/her knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years, may claim part-time work for which they are qualified in the following order:

- a. Unlimited full-time faculty members who are on layoff and hold the credential field or meet the system established minimum qualifications for the credential field.
- b. Unlimited part-time faculty members who are on layoff and hold the credential field or meet the system established minimum qualifications for the credential field may claim adjunct and temporary part-time work at the college from which they are laid off, in seniority order.

**2. Notification to College Human Resource Designees.**

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d. If a faculty member claims an assignment and additional work subsequently becomes available at the faculty member's his/her home campus, the faculty member may exchange the claimed assignments for the work assignments available at the his/her home campus.

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**E. Claiming Part-time Work Assignments for Former UTCE Faculty at Consolidated Colleges and Former UTCE Non-General Education Faculty at Stand-alone Technical Colleges.**

1. **Eligibility.** To claim part-time work assignments in accordance with the language below, the unlimited full-time faculty member must be employed at the time of layoff notice either in a non-general education credential field at a stand-alone technical college or at a consolidated college in a credential field the Bureau of Mediation Services order issued on January 14, 1999 placed in the former UTCE unit. (See Appendix A). An unlimited full-time faculty member who is issued a notice of layoff shall be provided the following part-time claiming benefits in lieu of those provided in Subd. 4.D above depending on meeting eligibility requirements. Except as noted in this subdivision, faculty members in former UTCE credential fields shall receive the same layoff benefits as all other faculty.

The faculty member shall hold claiming rights to part-time work only on the faculty member's ~~his/her~~ campus. To exercise these claiming rights, the faculty member must either hold the credential field for the work or meet system established minimum qualifications for the appropriate credential field and meet the recency requirement by updating the faculty member's ~~his/her~~ knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years.

## ARTICLE 22 LAYOFF AND FACULTY TRANSFERS

### Section 9 Faculty Transfers

**Subd. 1. Applying for a Permanent Transfer.** A permanent transfer shall only be by mutual consent of the system office, the faculty member, and the MSCF. An unlimited full-time or unlimited part-time faculty member who has not received a layoff notice and does not qualify to claim a vacancy and who is an applicant to fill an unlimited full-time vacancy shall be invited for an interview and shall be considered for filling the vacancy, if the faculty member ~~she~~ meets the system established minimum qualifications for the credential field of the vacancy at the time of the application. Unlimited faculty who apply for vacant positions shall do so by letter to the system office and the college human resources designee within the posting period. The system office shall notify the college where the vacancy is posted of those unlimited faculty who must be provided with an interview. Notification to faculty who are not successful applicants shall be sent prior to the announcement of the name of the successful applicant.

## ARTICLE 22 LAYOFF AND FACULTY TRANSFERS

**Section 11. Exchange Status** An exchange status of up to two (2) years shall be granted to a faculty member, upon application by the faculty member and approval by college presidents, for the purpose of participating in an exchange program. This status may be granted to faculty members who have arranged to exchange positions within the Minnesota state colleges and to a faculty member who has arranged to exchange positions with a faculty member in a system other than the Minnesota State colleges.

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

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

## ARTICLE 23 MISCELLANEOUS RIGHTS OF FACULTY MEMBERS

**Section 3. Academic Freedom.** The Employer shall maintain and encourage full freedom, within the law, of inquiry, teaching and research. Each faculty member shall have the right to teach in an atmosphere of free intellectual inquiry and shall not be subjected to restraints or harassment that would impair teaching.

In the exercise of academic freedom, the faculty member may, without limitation, discuss the faculty member's ~~his/her~~ own subject in the classroom. The faculty member may not, however, claim as a right the privilege of persistently discussing in the classroom any matter that has no relation to the course subject. There is an obligation to respect the dignity of others, to acknowledge their right to express differing opinions to foster and defend intellectual honesty, freedom of inquiry and instruction.

A faculty member must follow course outlines as developed by and with colleagues in the department(s). The faculty member shall have the right to freely discuss the faculty member's subject in teaching, to choose teaching methods consistent with available resources, to evaluate student performance, to select library and other educational materials consistent with available resources, and to research and publish. The faculty

member is entitled to freedom in research and in the publication of the results, subject to adequate performance of other academic duties.

When a faculty member speaks, writes or endorses products or candidates as a citizen, the faculty member s/he is obligated to make certain that such endorsements or statements imply no endorsement by the college.

#### ARTICLE 24 MISCELLANEOUS PROVISIONS

**Section 12 Facilities and Equipment** The college will make reasonable effort to provide each faculty member with sufficient equipment, facilities, support services, and secretarial services necessary for the faculty member to perform the faculty member's his/her assignment.

#### ARTICLE 25 DISCIPLINARY PROCEDURES

**Section 6 Temporary Part-time and Adjunct Faculty.** A temporary part-time or adjunct faculty member may be terminated under the following conditions:

**Subd. 1. Temporary Part-time or Adjunct Faculty with Less than 2.0 FTE Continuous Service.** A temporary faculty member with less than 2.0 FTE continuous service may be terminated immediately. Such faculty member shall receive five (5) days of pay at the faculty member's his/her daily rate of pay.

#### ARTICLE 26 PERSONNEL FILES

**Section 2 Faculty Member Rights.** A faculty member shall have the right to place such material in the personnel file that the faculty member s/he determines has a bearing on the faculty member's performance of duties. Upon the request of the faculty member, the college shall provide two (2) copies of the contents of the personnel file. For any

additional copies of the personnel file, the faculty member shall pay the standard per page copying fee for copying the file.

Upon written request, the faculty member's file should be delivered within three (3) working days to the faculty member's home campus in a secure, sealed envelope to be opened in the presence of the faculty member and the college president or designee.

The faculty member's signature is required to be on each performance related item in the file to acknowledge receipt of the document. If the faculty member refuses to sign the document within three (3) duty days of receipt, the document may be placed in the faculty member's his/her file without such signature. Documents of anonymous origin relating to a faculty member's performance shall not be placed in the file without a cover letter explaining the circumstances under which the document was received by the administration. Individual student evaluations shall not be placed in the file.

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For MSCF:

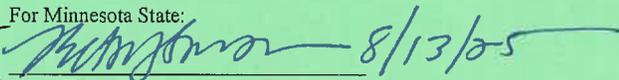
  
Carolyn Cook Date 8/14/25

Co-Negotiator for MSCF

  
Kevin Lindstrom Date 8/14/25

Co-Negotiator for MSCF

For Minnesota State:

  
Betsy Thompson Date 8/13/25

Negotiator for Minnesota State

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