



Minnesota State College Faculty

The **GREEN SHEET**

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Welcome to a new school year!

You're encouraged to get involved with MSCF

To you veteran faculty members, welcome back! To you newly hired faculty members, welcome to the faculty of the two-year colleges of the Minnesota State Colleges and Universities system! To both groups, thank you for making the decision to work with students and be a part of their success.

You will see that this issue of *The Green Sheet* is focused on and designed for new faculty members. For the past two years, we have made special attempts to contact and welcome our new colleagues, and this year we are doubling our efforts. Here are a few of the new directions we have chosen.

Earlier this summer, membership coordinators from all campuses met and adopted a fresh approach and new materials for greeting new faculty members and asking them to join our organization.

This fall, opening duty days will see the field staff and the officers of the state MSCF visiting campuses and looking up the new faculty to supply information about the MSCF and to offer a personal invitation to join. As the year progresses, the

By **Larry Oveson**

**MSCF
President**



local membership coordinators will be using the new materials and promotions to follow up and to contact later hires.

A few weeks ago, we re-instituted the Emerging Leaders training. We invited half a dozen newer faculty members and newer activists to sessions on the history of the union and its predecessors, on landfall issues in the bargaining history, and on practical application of contract language and the grievance process. As cadres come through the

Emerging Leaders training, we will put them to work in various roles to broaden their understanding and strengthen their commitment to our collective cause.

All of this is because we think we have a great organization that does solid, practical work for our members and because we know we need the energy, talent, and ideas of our newest colleagues. Along this line, the state officers regularly solicit volunteers from among the newest faculty to serve with us on committees and task forces and in local offices. Elsewhere in this issue you will find the volunteer form and contact information. Please let us know of your interests and how you can help.

We have built a strong, respected union based on democracy, diligence, allegiance to rigor in education/training, and commitment

to one another. We hope that you, the most recently hired faculty members, will help us to maintain and improve our organization. You can do that only by joining and getting involved. We'll be talking with you about that soon.

"We have built a strong, respected union based on democracy, diligence, allegiance to rigor in education/training, and commitment to one another."

Election participation — Why bother?

The MSCF Legislative Steering Committee recently held three grass roots organizing programs across the state of Minnesota to educate legislative liaisons and others about the value and importance of participating in election 2004. The number of faculty participating was not what we expected. We had less than 50 percent of the campuses present at these informal seminars.

It is disappointing to find out that members of MSCF may not recognize the importance of this year's election with regard to higher education and our members. This apathy is disheartening when we look at what is happening across the state of Minnesota — the attack on the Public Employee Labor Relations Act, the cuts to the appropriation to higher education, the increased cost of tuition to students over the last four years, the threats to employee rights and copyright laws, and the indirect attempt to secure some of our retirement funds to offset the budget woes, and the questioning of the value of faculty development by our elected legislators.

The Legislative Steering Committee has stated many times that if we don't stand up for higher education and its value as a public good for society in Minnesota, who will?

No new money

In a recent *Green Sheet* article Ron Konickson wrote about union involvement. He talked about legislative attacks on collective bargaining rights. He stated that we can't stick our heads in the sand or vote only on our "hot button" issues.

For example, Ron stated that the campaign promise of "no new taxes" sounded good to a lot of people. But, "no new taxes" means "no new money" which translates into no salary progression, no way to maintain health care benefits, and no way to improve working conditions or opportunities for students.

So as we head into the 2004–2005 academic year, we need to place a value on our time in the months of September and October leading up to the Nov. 2, 2004, election. Legislative Steering Committee members are willing to come to your campus and talk about how you can make a difference by getting involved in this year's election campaign.

We need to spread the message about the value of

Check MSCF Web site for recommended candidates

Many of your colleagues have been involved in the Education Minnesota legislative screening process. The candidates recommended by local screening committees go to the Education Minnesota Political Action Committee, then to the Executive Committee of the Education Minnesota Board of Directors for action.

MSCF has been very involved in selecting which candidates will be recommended both at the local level as well as the state level. Please refer to the MSCF Web site (<http://mscf.educationminnesota.org>) for the updated list of recommended candidates.

—John DeSantis, Higher Education Field Staff

public higher education and the two-year institution across the state of Minnesota. We must seek out those candidates who support our issues and are willing to stand up for public higher education and see it as a public good.

Are you willing to make a difference and fight for our values as educators across the state of Minnesota in higher education?

In a previous *Green Sheet* we encouraged members to participate and to be active in campaigns. Suggested actions include: door knocking for candidates, assisting with phone banks, hosting fundraisers, inviting candidates to a local meeting to address faculty, sending letters to the editor in support of a specific candidate, and encouraging students to register and vote.

Are you willing to take the effort to put in two to four hours in the months of September and October to bring about a change in November?

—Rick Nelson, Legislative Co-Chair

Emerging Leadership training offered to faculty

No one reading this article needs to be reminded that public higher education is in trouble, both nationally and in Minnesota. While there may be hope the pendulum will swing, until it does faculty, at a bare minimum, need to maintain their rights and prerogatives.

To do this, MSCF must be the strongest, best organized, and most militant union it can be. A major goal of any union leadership should be finding its replacement. As experienced activists retire, it is incumbent upon us to train a new group to continue the organization and the contract.

On August 13 and 14, MSCF offered Emerging Leadership training to a small group of faculty in conjunction with the MSCF/Education Minnesota Membership Recruitment Training. The Leadership training covered the history of MSCF, UTCE, and MCCFA; grievance scenarios; contract interpretation; and membership/recruitment.

In selecting candidates for the Leadership training, we looked for members who had shown some interest in the union but had not had a great deal of experience. We looked for people from both technical programs

and general education who were relatively early in their teaching or union careers or both.

Last fall, we offered Chapter President Training and it was very popular. In the future, we intend to alternate Chapter President and Emerging Leadership training annually. MSCF's goal is simple: we intend to train a new group of leaders. And we want your help.

Each year we solicit volunteers via a form sent to all members. We are always looking for committee participants, local officers, grievance representatives, and activists. The first step is to recruit new members. The second is to encourage participation. The third is to train people to be more effective in union work and to better understand and enforce the contract.

We're committed to all three, and we're asking you to participate and to encourage your colleagues to participate. We'll be looking for 6 to 12 candidates for the next Emerging Leadership training and we encourage newer people — new to the profession or new to the union — to step forward. We also encourage senior faculty to help us find new leaders. If you know someone who has potential, forward the name to MSCF.

—Greg Mulcahy, MSCF Treasurer

Your colleagues, your union

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input into the colleges' operation. Another contractually created group is the Academic Affairs and Standards Council (AASC). This group of college faculty (union) members meets regularly with the academic branch of the college administration to review new courses and programs for approval and changes in existing courses or programs. Academic rigor and integrity for both transfer and skill-based courses is the focus and charge for this group.

In conclusion, a lot of faculty that begin their teaching journey this year will retire many years from now after a satisfying and productive career, and some won't.

The reasons for each finale are myriad, or excruciatingly simple. Some new faculty will "go it alone," and, of those, a few may still be teaching in the next decade. Others will join "the team" and will have a much better chance for success, and MSCF is a major player on the team.

New faculty members bring a fresh perspective and vision to the profession and to the union. Become a complete player. Join the team, and join MSCF. Chapter leaders or the MSCF state office will assist and can provide the membership form. Yes, another form!

Top ten need-to-know contr

1 Payroll and deductions— Article 4, page 21

Payroll. Unlimited (tenured) full-time, temporary full-time and unlimited (tenured) part-time faculty will be paid every other week and can choose to receive the base annual salary spread out over 20 or 26 paychecks. Temporary part-time faculty will be paid every other week during the semester of the assignments.

Payroll Deductions. Faculty members may have union dues deducted from paychecks. Faculty members may also have pre-tax health/dental/dependent care expenses and other pre-tax parking and transit expenses deducted from paychecks. All faculty members will have the mandated pension deductions from paychecks. All new faculty must make an irrevocable, once in a career choice of contributing to the Minnesota Teacher's Retirement Association (TRA) pension plan, a defined benefit retirement fund, or the Individual Retirement Association Plan (IRAP), a defined contribution retirement fund. The IRAP plan is totally portable.

2 Work year— Article 10, page 29

Full-time faculty members are required to work 171 days. The faculty member must, unless absent for approved reasons, work on the scheduled administrative duty days and the student class and test days. The remaining days are self-assigned by the faculty member for purposes of faculty development/professional preparation. The academic year calendar has no classes scheduled on the state holidays or on the two days the MSCF reserves for union activities in mid-October. Part-time faculty are responsible for a pro-rata portion of the administrative duty days.

3 Work assignments— Article 11, page 34

Assignments for All Teaching Faculty. The elapsed time for all assignments made by the administration will not exceed a daily average of six hours per week.

Elapsed time is calculated by counting the number of hours per day from the beginning of the first assignment to the end of the last assignment

(including drive time to/from off campus assignments), adding the total hours together, and dividing by five days.

Faculty members, if assigned to teach on Saturday or Sunday, are entitled to have two other consecutive days without any assignments. Team teaching assignments must be made by mutual agreement. Both independent study assignments and internship supervision assignments require payment according to contractual formulae. Contact your chapter grievance representative whenever these assignments are given to you to assure compliance.

Teaching Faculty in the Former MCCFA Bargaining Unit. The maximum credits per academic year that may be assigned is 30. The maximum student contact hours per academic year that may be assigned is 40. The number of preparations of three credits or more that may be assigned is six. Any assignment that exceeds these maximums is considered overload and must be compensated and agreed to by the faculty member. Class schedules require consultation with the faculty member. Class size limits have been locally agreed to and faculty members are not allowed to accept additional students in any class that has reached the maximum. Each faculty member is required to post and maintain five office hours or a pro-rata thereof to assist students.

Teaching Faculty in the Former UTCE Bargaining Unit. The maximum credits per academic year that may be assigned is 32. The maximum weekly student contact hours that may be assigned is 27. Any assignment that exceeds these maximums is considered overload and must be compensated and agreed to by the faculty member. Class schedules shall be developed collaboratively between the administration and the faculty member.

**Contractually
Speaking**
*By William L.
Newton*



Contract items

Travel time between campuses or sites, if required on the same day, shall be counted as student contact time according to the contractual calculation. Travel time to other campuses or sites, if required on alternate days, shall be compensated by mileage reimbursement in accordance with the expense Article of the Contract.

4 Salary schedule placement— Article 13, page 52

Initial Column Placement. The salary schedule has five columns that are labeled I, II, III, IV, and V. Placement on the columns is based on the educational background a faculty member brings to his/her employment. Official transcripts must be provided to the employer for verification. An official transcript is defined as one that is presented in a sealed envelope from the college or university. The number of credits held may be either semester credits or the number of quarter credits to equal the semester credits. Placement or movement greater than column III requires a Master's or Doctorate degree and the requisite number of semester credits is cumulative, not additional to those earned for the Master's degree. Every graduate credit course must be itemized on the MnSCU form provided if it is to be considered in the column placement process.

Column I is for faculty members who do not possess the educational background to be placed on any other column.

To be placed on Column II a faculty member must either hold any Bachelor's degree or have completed 120 undergraduate semester credits.

There are three different ways to be placed on Column III. The first way is to hold a Master's degree in the credential field(s) for which the faculty member was employed to teach. The second way is to hold any Master's degree with a minimum of 15 graduate semester credits in the credential field(s) for which the faculty member was employed to teach. The third way is to hold any Bachelor's degree with a minimum of 24 graduate semester credits for which the faculty member was employed to teach.

To be placed on Column IV a faculty member must hold a Master's degree or a Doctorate degree with a minimum of 30 graduate semester credits including those within the degree in the credential field for which the faculty member was employed to teach.

To be placed on Column V a faculty member must hold a Master's degree or a Doctorate degree with a minimum of 45 graduate semester credits including those within the degree in the credential field for which the faculty member was employed to teach or a Doctorate degree in the credential field.

Initial Step Placement. The initial step placement is granted by the college that hires a new faculty member. Step placement is designed to provide a higher starting salary for having previous relevant work experience. All teaching experience at the secondary or collegiate level is granted one for one experience for initial placement. Other previous work experience will also be granted if the work is deemed to be relevant to the teaching area for which the faculty member is employed. There are limits in the amount of previous experience that will be granted for each column (13 for I, 11 for II, nine for III, eight for IV, and seven for V). The college may request permission to grant more experience than the limit if the faculty member has more experience. Such approval comes from both the Office of the Chancellor and the State MSCF union.

Part-Time Temporary Faculty. Faculty members who are hired as temporary part-time faculty on a semester by semester basis will be placed on the salary schedule and paid a pro-rata portion of the basic salary if hired to teach five or more credits in the semester.

Adjunct Faculty. Faculty members who are hired as adjunct faculty on a semester by semester basis (teach fewer than five credits in a semester) are paid on a per credit basis. The dollar amount paid ranges from a low of \$525 per credit to a high of \$1,050 per credit. The dollar amount automatically increases by \$100 for each continuous academic year a faculty member is employed as an adjunct faculty member. The starting amount is negotiable between the college and the faculty member.

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Top ten contract items

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Salary Placement Challenges. The placement on the salary schedule must be challenged within 30 days of receipt of official notice. Both the step (interpretation of prior experience) and the column (interpretation of educational background) can be challenged if a factual or judgment error is made or if additional documentation can be provided to alter the original placement.

5 Insurance programs— Article 19, page 80

The employer offers group health, dental, life and disability programs.

Temporary full-time faculty members, unlimited full-time faculty members, unlimited part-time faculty members and temporary part-time faculty members who have taught at least six credits for two consecutive semesters are eligible to participate in the insurance programs.

Temporary full-time faculty members, unlimited full-time faculty members, unlimited part-time faculty members and eligible temporary part-time faculty members who teach 12 or more credits in a semester qualify for the full employer contribution toward monthly premiums. The full employer contribution varies with each insurance program.

Eligible temporary part-time faculty members (teach six credits per semester) qualify for the part-time employer contribution toward monthly premiums. The part-time employer contribution is 50 percent of the full cost.

6 Paid leave of absence— Article 14, page 62

Sick Leave. Each new full-time faculty member is granted 20 days of paid sick leave during the first year of employment. This allocation of days is to cover the first two years. An additional allocation of 10 days per year will be granted starting with the third year and each year thereafter. Sick leave may be taken by contacting the designated college official in a timely manner and by filing the proper form upon return to the

college. Sick leave may be taken in full or half day increments and may be used for the care of other members of the family.

Personal Leave. Faculty are entitled to two personal leave days per year. The days, if not used, are accumulated up to 10 days. When faculty have more than three days accumulated, they may use up to three days in a semester without prior approval. The reason for absence should not be given on the form. “Personal” is all that needs to be reported. Faculty do not have to report how they or their students’ assignments will be covered.

Bereavement Leave. Faculty are entitled to five days of bereavement leave per incident with full pay when the leave is for members of the defined immediate family. Additional days may be granted by the college administration when needed. Sick leave may be taken for bereavement of a friend.

Part-Time Faculty. All paid leaves are available to part-time faculty on a pro rata basis.

7 Professional development— Article 17, page 74; Article 24, page 125

College Level Funds. Each college must allocate \$250 per full-time equivalent faculty member for professional development to the chapter union committee. All faculty members have access to these funds. The chapter develops guidelines for application, assesses each application, and grants the amount of funds to the individual faculty members.

Taking Classes at Other Institutions. The administration must, when possible assign teaching duties in a manner that will allow faculty to take up to six credits at any institution of higher education.

Tuition Waiver. Unlimited (including probationary), temporary full-time faculty members, and temporary part-time faculty members who teach 12 or more credits in a semester are eligible for tuition waiver at any MnSCU institution. This includes all community colleges, technical colleges, consolidated colleges and State Universities (both undergraduate and graduate

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Need-to-know contract items

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level courses). Eligible faculty members may enroll in up to 24 credits of course work per year including summer sessions on a tuition waiver basis. If the faculty member does not use any or all of the credits available, then up to 16 of the 24 credits may be used by a spouse or dependent of the faculty member at the two-year colleges only.

8 Appointments & seniority— Article 20, page 102; Article 21, page 108

Faculty members are hired into unlimited (tenured) full-time, unlimited (tenured) part-time, temporary full-time, temporary part-time, and adjunct positions. Each faculty member must serve a three-year probationary period to be granted tenure if hired into an unlimited position. By Contract, each faculty member must meet the minimum qualifications for the position hired into except temporary part-time and adjunct. By Board of Trustees policy, each temporary part-time faculty member must meet minimum qualifications also.

Both unlimited full-time and unlimited part-time faculty are placed on a seniority roster. When the college needs to down-size its faculty, all temporary faculty will not be rehired first, and then layoff notices will be given in reverse seniority order. The Contract outlines both the process and the benefits provided for faculty who receive layoff notices.

9 Miscellaneous rights— Article 23, page 122

Teaching Materials. Each faculty member selects his/her own textbooks and teaching materials to be purchased by the students.

Citizenship. Each faculty member is entitled full rights of citizenship.

Academic Freedom. Each faculty member is afforded the full freedom, within the law, of inquiry, teaching, and research.

Patents and Intellectual Property Rights. The Contract outlines clear rights of faculty and/or shared ownership of copyrighted material, or of patentable discoveries, or inventions created by a faculty member.

College Closings. If the governor or the college president closes the college, faculty members do not have to make up the time lost. If the president cancels classes, teaching faculty may make up the time lost in an appropriate manner such as scheduling make up classes or making curricular adjustments. Either method must be approved by the administration.

10 Grievance procedure— Article 27, page 130

Each faculty member is guaranteed the right to process a grievance ending in binding arbitration when the administration violates the provisions contained in the Contract. It is very important to notify the MSCF grievance representative within 25 working days of any time you think the Contract has not been followed. It is also very important for you to read and learn the provisions provided by the Contract.



An affiliate of Education Minnesota

The GREEN SHEET

The Green Sheet is published five or six times a year by the Minnesota State College Faculty (MSCF). Chief editor is MSCF Liberal Arts Vice President JoAnn Roche, with MSCF officers, staff, and faculty contributing.

Letters to the Editor and requests for information should be addressed to the MSCF office, 55 Sherburne Ave., St. Paul, Minnesota 55103. Telephone toll free: 1-800-377-7783; or 651-767-1262 in the Minneapolis-St. Paul local calling area.



An affiliate of the National Education Association and American Federation of Teachers

It's about you, your colleagues, your union

—By Joseph Stafki, Higher Education Field Staff



Newcomers have survived and maybe even enjoyed parts of the new faculty orientation and are ready to go to work. Raring to go is good and necessary, but being prepared has to happen every day of the academic year and involves a lot more than stepping in front of a class full of young and older adults and high school graduates to help them learn what the instructor already knows.

New instructors are expected to know, and some would say understand, MnSCU and college policies, faculty and student handbooks, and state and federal laws related to the teaching profession. And let's not leave out perhaps the most important source of day-to-day job-related information, the MSCF Master Contract.

For new faculty, there's a mountain of information to digest and forms, lots of forms, to fill out. Some forms are required by state or federal agencies — tax withholding,

etc. — while others have their origin in the MSCF Master Contract. As a statewide collective bargaining unit, MSCF bargains a Master Contract with MnSCU in every odd-numbered year, and the Master Contract defines the terms and conditions of employment for all faculty members employed at MnSCU two-year colleges. Salary, workload, overload, summer work, insurance, professional development and parts of the retirement benefits, paid and unpaid leaves, tuition waiver at MnSCU institutions are just a few of the items that MSCF has negotiated for faculty.

A contractually-defined formula is used to calculate the salary level for each new faculty member, while MnSCU evaluates the credentials for granting an assigned field or license, and yes, this means filling out and submitting the required forms. Don't forget the insurance, health, life, dental, short-term disability, and long-term disability forms.

Retirement is probably not high on the list of priorities when someone is just starting into teaching, but careful thought should be given to the type of retirement contribution and ultimate benefit options because, once a choice is made or default to a plan occurs, it is **absolutely irrevocable**. The new faculty member can choose a

TRA (Teacher's Retirement Association) option, based on a state or city of the first class plan, or s/he can choose or default to the IRAP pension contribution.

The Chief Human Rights Officers (Human Rights Directors) for the college will assist with these forms, but what happens if the faculty member misses something, or doesn't agree with the college's determination on a certain issue? Enter the MSCF Chapter Grievance Representative or Chapter President, state MSCF officers or, in complicated cases, the MSCF staff representative. But who are these union people and where are they?

The MSCF Constitution and Bylaws designates college chapters. Each chapter has a state appointed Grievance Representative who answers contract ques-

tions about workload, salary, overload, etc., and enforces the Master Contract at the chapter level. The Chapter President can often answer contract questions, conducts the business of the chapter, and may also serve as the chapter Board Member to the state MSCF Board of Directors. There are other MSCF chapter officers, and these vary from chapter to chapter. These union leaders are faculty colleagues who advocate vigorously for faculty and the union and are right on campus or on a companion campus in a multi-campus college. The state MSCF officers and staff representative for a particular campus/college can be reached at the MSCF office at 1-800-377-7783.

MSCF influences your profession too. The MSCF leadership works tirelessly at the state level on behalf of faculty. MSCF is in constant contact with MnSCU, and MSCF efforts at the legislature often result in enhancement or improvement to the funding for higher education and many other issues that affect or impact faculty. The MSCF Master Contract provides opportunity for faculty input that can directly impact the college. Examples of this are the Shared Governance Council, which is a group of college faculty (union) members that meets regularly with administration and provides real

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