

2021-2023 MSCF Tentative Agreement Frequently Asked Questions

During campus visits there were a number of questions raised about the proposed contract. To ensure answers to those questions were available to all members, this set of questions and answers is being posted.

There is “pilot” or “sunset” language in a number of areas including alternative paths for column movement, counting fixed term FTE toward hiring practices, student-choice multi-modal courses, and initial step placement increases. What purpose does that serve?

Pilot language will automatically drop from the contract or sunset on the indicated date. To keep that language in the contract, it would have to be agreed upon in a future contract. So a couple of items we want – alternative paths for column movement and the requirements around student-choice multi-modal course offerings – will go away if not negotiated back into a future contract. However, things that we would like to go away will – counting fixed term toward hiring practices and initial step placement increases – will automatically be removed from the contract on the state date unless, as noted, it is specifically included in future negotiations.

It was mentioned that temporary faculty will no longer be able to “roll over” into an unlimited full-time position. Is that correct?

No, the only change to Article 20, Section 5 (Temporary Part-time faculty) was to remove Subd. 1 on overload. Subd. 3, which is the language that allows Converted Temporary Full-time faculty to convert to Unlimited Full-time automatically after 6 years, is left intact.

For the proposed fixed term position, the language is that the college may choose to convert the position to unlimited at any time during the appointment provided there are no faculty in the system on layoff in that discipline.

The Student-Choice Multi-Modal course language talks about a “grading-cohort”, what is that?

A grading cohort is essentially a section of a course. The employer used “grading cohort” because there are situations where colleges list multiple sections and combine that into a single course offering so using “section” may have led to confusion.

There seems to be a lot of language changes around Division/Department chairs/coordinators, what does it all mean?

Article 11 (Work Assignments) of the current contract describes work assignments for faculty in the former MCCFA bargaining unit in Section 2 and describes work assignments for faculty in the former UTCE bargaining unit in Section 3. Each section has a subdivision describing Department/Division Chairs/Coordinators. There were parts of those subdivisions slight

differences in the wording but were intended to have the same meaning. Some people would see the differences and assume that must mean a substantive difference in practice which was not the case. The change in the tentative agreement is to take the language out of Sections 2 and 3 and create a new Section 10 that addresses Department/Division Chairs/Coordinators in one place and have the same language where it is the same (like selection process and duties) and separate subdivisions where there are differences. The only substantive change made was to increase the minimum compensation for former UTCE chairs and coordinators from \$2500 to \$3300.

What is the impact of the added language in the advising language?

The purpose of the changes is to clarify and define current practice not set new standards for advising. Current language clearly establishes that advising students is part of what faculty do but the employer want to add clarity to what “advising” meant. Currently the last line in Article 11, Section 1, Subdivision 12 reads “Faculty are expected to guide students to help them succeed academically.” In the proposed change, that sentence is moved to the beginning of the subdivision. Additionally new language describes advising as “engaging with students outside of the classroom... on matters within the faculty member’s professional competence..” along with “reasonably collaborating in the college’s efforts to facilitate and promote students’ academic progress and success” The language does call out some specific areas in which such collaboration is expected including DEI along with Academic and Student Affairs. There was a good deal of discussion around this language and both MSCF and the employer understand this is an attempt to describe what advising is currently and does not create additional expectations or requirements.

Finally there are two sentences in the current language describing what students faculty are expected to advise. The changes are intended to clarify and not change existing practice. Students in technical programs will be assigned to a faculty advisor (“faculty” is being added) and general education disciplines, faculty advise students in the faculty member’s courses (“faculty member’s” is replacing “his/her”).

How will the “alternative paths” for column advancement work?

Existing language allows faculty to move columns on the salary schedule by submitting official transcripts showing the necessary coursework – now called Column Advancement based on Higher Education. The proposed language adds a new subdivision called Column Advancement based on Alternative Paths. This option is available to faculty who hold a credential field where there is no in-field advanced degree. The language states that faculty members are “strongly encouraged to seek, secure, and retain the college president’s or president’s designee’s written, signed pre-approval” of a plan for the work they intend to do for column advancement. MSCF would say this is essentially a requirement to ensure that if there is a change in administration the plan will be honored.

This new language has a sunset date of June 30, 2025 and would need to be re-negotiated to remain in the contract. This is a very short window, however, work done prior to the implementation date can be included in the plan and if a plan is approved prior to June 2025, faculty will be given time to complete that work after the sunset date.

Column advancement under this path is available only once every three years and is limited to moving from Column I to II and II to III.

Once work is completed, faculty will submit a portfolio to campus human resources for evaluation showing the work done. If the application is denied at this point, the faculty member may appeal to the college president. If the college president denies the application, MSCF can bring it a Joint Labor Management (JLM) meeting between MSCF and Minnesota State and that group may indicate concurrence with the campus decision, be at an impasse, or recommend the college reconsider the decision. The decision of the college is not subject to the grievance process. The employer refused to agree to anything in this area without that excluding it from the grievance process and the negotiations team felt it was better to have this option with that limitation than to not have the alternative path language available.

Was is the impact on hiring practices of the fixed-term language?

The employer would not move forward on the fixed-term language without language where those positions would count toward "hiring practices". There is language that will sunset (so it will automatically be removed from the contract unless both sides agree to keep it) stating that 50% of the FTE of fixed-term positions will count toward hiring practices. The sunset date is 2026.

The basic version of hiring practices says that at any college 60% of the faculty FTE must be unlimited and for the system the requirement is 70%. Most colleges remain very close to 70% unlimited FTE. We were asked to present some possible scenarios. We will stick with the 70% number and start with 10 FTE to simplify the calculation. With 10 FTE, there would need to be 7 unlimited FTE and 3 temporary (7/10 unlimited or 70%) to comply with the hiring practices language. If one UFT left, there would be 6/9 or 67% unlimited, which is below 70% and hence a violation of the hiring practices language. To get back to 70% the college has options – obviously the easiest to hire another 1 FTE unlimited. The other option is to convert some of the temporary faculty to fixed term (it is mathematically impossible to replace the unlimited FTE with fixed term FTE, they must decrease the temporary FTE). To keep just 9 FTE total, there could be 6 unlimited, 0.6 fixed, and 2.4 temporary. To get back to 10 FTE total, there could be 6 unlimited, 2 fixed, and 2 temporary.

Taking it further, if 2 of the 7 FTE unlimited were gone, what are the possibilities? It depends if total FTE is going down or is going to remain at 10. Let's just keep it at 10 FTE. Now the mix would be 5 unlimited FTE, 4 fixed, and 1 temporary.

We were asked what a worst case might look like. Again with the assumption that there is no reduction in overall FTE, it would be possible to have just 4 unlimited FTE with 6 fixed term FTE and 0 temporary FTE.

This options would only be possible until the language sunsets. At that point, the employer will have to post enough unlimited positions to again ensure that no less than 70% of the total FTE are unlimited – the fixed term positions will no longer count toward that percentage.

What happens if the contract is not ratified by members?

If the contract is not ratified, essentially we go back to bargaining. There are a number things that would usually happen in that case. First, there would be an effort to determine what provisions in the contract were unacceptable so that could be addressed in future negotiations. That would mean involving faculty in discussions, probably through Bargaining Action Teams. If it is determined that better language is needed in one or more areas, there will need to be a plan for how to push the employer into agreeing to that language. Let's suppose the biggest concerns was better wages, MSCF would need to organize and take action beyond negotiations to move the employer in that direction.

Should we restart negotiations, any agreement would go directly to the legislature and not the Joint Subcommittee on Employee Relations. The legislature could take up the contract early in the session or wait until May. Contract implementation can only start once the legislature votes meaning we might have to wait until June for implementation.

Another outcome is the employer imposing their last, best offer which at this point would likely be the current tentative agreement. The employer can ask for this authority if negotiations restart and there is little movement being made.

It is also important to recognize is supposed to cover July 1, 2021 to June 30, 2023 and so the expectation is that negotiations on the 2023-2025 will start sometime next spring or summer.