

SETTLE-ALL FINAL T.A.
MSCF 2021-2023 Bargaining
In-person mediation 9/16/22– 6:15 a.m. / finalized for signatures 9/28/22
Page 1 of 19

SETTLE-ALL FINAL T.A.
MSCF 2021-2023 Bargaining
In-person mediation 9/16/22– 6:15 a.m. / finalized for signatures 9/28/22
Page 1 of 19

SETTLE-ALL FINAL TENTATIVE AGREEMENT

- ❖ **In addition to the terms below, this settle-all tentative agreement includes all previous tentative agreements between the parties during this round of collective bargaining.**
- ❖ **All other open proposals, both Minnesota State’s and MSCF’s, are hereby dropped/withdrawn unless explicitly included below.**
- ❖ **Although the parties have attempted to summarize in Section 1, below, salient terms that are described with greater specificity in the CBA language in Section 2 of this document (which starts on page 5, infra), the summaries in Section 1 may not fully reflect all details. By signing this TA document, the parties attest that they have reviewed and agree upon the language contained in Section 2.**

SECTION I: SUMMARY OF TERMS

ARTICLE 13 – WAGES

FY 2022 (Academic Year 2021-22)

- 1 step advancement, effective 7/1/2021, for returning MSCF members not already at the top step
- \$1,955 lump-sum payment for MSCF members already at top step (prorated to FTE for unlimited part-time and temporary part-time faculty)

FY 2023 (Academic Year 2022-23)

- \$ 1,700¹ ATB effective 7/1/2022

¹ MSCF has requested that the Employer provide an alternate costing of dollar-amount ATBs into percentage increases. The \$1,100 ATB above translates into a 2.18% ATB.

Career Steps

Add new, second Career Step in Art. 13, Section 6, effective 7/1/22

NEW, second Career Step at beginning of 21st consecutive year of service for eligible faculty who have completed **20** consecutive years of service as of 7/1/22.

- Includes a one-time “catch up” provision for otherwise eligible faculty, who, as of July 1, 2022 have completed more than 20 consecutive years of service.
- The “catch up” = 1 step or, if faculty member is at top of schedule, a lump-sum equivalent to a step (\$1955). Lump sum prorated for part-time faculty.

Initial Step Placement: Time-Limited Increase to Maximums

Art. 13, Sec. 1, Subd. 1 – Initial Step Placement

- Effective upon ratification of CBA, increases initial step placement for Columns I through III by **-two** steps, increases initial step placement for Column IV by **one** step. No change to CBA’s initial Step placement for column V.
- These initial-step-placement increases will sunset on June 30, 2025.

Department & Division Chairs/Coordinators

Art. 11, Section 2. Subd. 7 – Department and/or Division Coordinators/Chairpersons

Art. 11, Section 2. Subd. 8 – Occupational Program Coordinators

Art. 11, Section 3. Subd. 4 – Department and/or Division Coordinators/Chairpersons

Union accepts Employer’s August 30, 2022 Department & Division Chair/Coordinator proposals in ER Package Settlement Proposal #12, key terms summarized below, with exception of additional increase to Former-UTCE B.U. annual stipends indicated in italics below:

- Streamlines and clarifies the current provisions of the CBA referenced above by elimination of bifurcated sections based on Former MCCFA vs. Former-UTCE distinctions.

- Creates a new section, Section 10, in Article 11 that provides terms for all Department and/or Division Coordinators/Chairs, both Former-MCCFA and Former-UTCE.
- Where terms continue to differ between Former-MCCFA and Former-UTCE chairs/coordinators (areas such as Establishment/Designation and Compensation), maintain separate (but clarified for ease of understanding, application, and administration) provisions underneath the common new Section 10 heading.
- Areas that, despite the bifurcation in the current CBA language, are substantively intended to work the same way (such as Selection Process, Duties, Overload) are consolidated and language clarified for ease of understanding, application, and administration.
- *In new Subd. 5.C, increase \$2500 annual Former-UTCE stipend amount to \$3,300 annually.*
- Adds language in Art. 11, [new] Section 10, Subd. 5 (Compensation), C (Former-UTCE) clarifying that the stipend is not counted for purposes of Art. 13, Section 9 (Miscellaneous Wages).
- Ability for coordinator/chair positions (and respective compensation) to be shared by up to 3 faculty members expanded beyond Former-UTCE to include Former-MCCFA.
- Moved the current Art.11, Section 2, Subd. 8 Former-MCCFA “Occupational Program Coordinators” provisions and incorporated them into this common Section 10, with the carve-out for their compensation terms maintained.
- New Subd. 8 allows agreement to alternate terms in certain areas, no longer just for consolidated campuses.

Student-Choice Multi-Modal Courses

Art. 11, Section 8 – Alternative Delivery Add new subdivision (Subdivision 3): “Student-Choice Multi-Modal Courses: Development and Delivery” [PILOT]. Limited summary:

- Pilot: Begins at start of first full semester after legislative ratification of CBA. Sunsets: June 30, 2025.
- Identifies required elements/characteristics for courses to be covered under pilot language. Pilot language is not tied to the “media code” assigned to the course. Two sub-categories of courses under the pilot: “bi-modal” and “tri-modal.”

- Assignment by mutual agreement between faculty member and administration, with notice to the MSCF Chapter.
- No appointment-status limitations.
- Class-size limits for initial delivery: 30 students or in-person class maximum, whichever is less.
- Provides for first-time course-design stipend as follows:
 - Tri-modal courses: \$750 per credit that college has assigned to the faculty member to deliver a specific course through this modality, capped at \$2250.
 - Bi-modal courses: ½ the tri-modality per-credit rate and \$ maximum.
 - Amount of course-design stipend is not dependent on the number of grading-cohorts of students the faculty member is assigned to teach.
- Provides stipend for faculty member’s first-time delivery of the course at the college using student-choice multi-modal instruction as follows:
 - Tri-modal courses: \$250 per assigned credit capped at \$750 per specific grading-cohort of students.
 - Bi-modal courses: ½ the tri-modality per-credit rate and \$ maximum.
 - Faculty member will receive first-time delivery stipend for each specific grading cohort of students for whom the faculty member is assigned to deliver the course using multi-modal delivery for the first time (e.g., faculty member’s first semester of delivering the multi-modal course).
- After faculty member’s initial academic term delivering the course at the college using this modality, the delivery stipend for becomes discretionary with the college: the college may reduce, increase, or end the delivery stipend.
- For the duration of the pilot, MSCF agrees to hold in abeyance any and all MSCF grievances that are pending as of the date of the 2021-2023 CBA’s ratification that are related to:
 - the HyFlex media code;
 - Minnesota State college courses that fall within the definition of a “Student-Choice Multi-Modal Course” as articulated in the Agreement’s new Article 11, Section 8, Subd. 3.A language.

SECTION II: SPECIFIC LANGUAGE DETAILS

STUDENT-CHOICE MULTI-MODAL COURSES

ARTICLE 11 WORK ASSIGNMENTS

Section 8. Alternate Delivery. Whenever possible, the administration will work cooperatively with faculty when assignments for distance learning, combined classes, ~~or~~ flex labs, and/or student-choice multi-modal course delivery are necessary.

[NEW] Subd. 3. Student-Choice Multi-Modal Courses: Design and Delivery.

Commencing at the start of the first full semester after ratification of this Agreement by the Legislature, the design and delivery of student-choice multi-modal courses as defined in this Subdivision will be subject to the special provisions set forth herein, in addition to other applicable terms of this Agreement. This Subdivision is a pilot, and it and all of its terms will expire at the end of the day on June 30, 2025.

A. Student-Choice Multi-Modal Course Criteria. This Subdivision applies only to courses that include all of the following characteristics:

1. Student option to participate flexibly between the course's designated modes of instructional delivery as the student chooses and to change the selected mode of delivery and participation at the convenience of the student throughout the duration of the course; and
2. In-person instructional delivery and student participation at designated class times that continues throughout the duration of the course; and
3. In addition to criteria A.1 and A.2 above, either or both of the following modes of online instructional delivery and student participation:
 - a. Synchronous online instruction and online student participation that occur simultaneously with the in-person delivery of the course and continue throughout

the duration of the course; and/or

- b. Asynchronous on-line instruction and online student participation that continue throughout the duration of the course.

B. Additional Terminology. For purposes of this Subdivision,

1. **Bi-Modal:** Courses that satisfy criteria A.1, -A.2, and one of the modes of online instructional delivery/participation in A.3 (either “a” or “b”), above will be referred to as “bi-modal” courses.
2. **Tri-Modal:** Courses that satisfy criteria A.1, A.2, and both modes of online instructional delivery/participation in A.3 (i.e., both “a” and “b”) will be referred to as “tri-modal” courses.

C. First-Time Instructional-Design Stipend. Faculty members whom the college assigns to teach a course using student-choice multi-modal delivery, as defined above in part A of this Subdivision, shall receive, at the start of the faculty member’s initial delivery of the multi-modal course for the college, a stipend for having designed and developed the course for multi-modal delivery.

1. Stipend Amount. The amount of this stipend shall be as follows:

- a. **Tri-Modal Courses:** Seven-hundred fifty dollars (\$750) per credit that the college has assigned the faculty member for the faculty member’s initial delivery of the tri-modal course. If the college assigns the faculty member more than three (3) credits for the faculty member’s initial delivery of the tri-modal course, the faculty member’s instructional-design stipend for the course will be capped at two-thousand, two-hundred fifty dollars (\$2250), regardless of the number of student grading-cohorts to whom the faculty member has been assigned to deliver the course .
- b. **Bi-Modal Courses:** The per-credit stipend amount and dollar limit will be half (1/2) that provided for tri-modal courses in Subdivision 3.C.1(a), above.

2. Course Cancellation Prior to Delivery. In the event the college cancels the multi-modal course fewer than thirty (30) calendar days prior to the course’s scheduled start date, the faculty member still will receive the instructional-design stipend. Should the course be cancelled more than thirty (30) calendar days prior to its scheduled start date and/or ultimately not be delivered by the faculty member due to other circumstances beyond the faculty member’s control, the college, at its discretion, may

still pay the faculty member the instructional-design stipend. The college may condition payment of the instructional-design stipend on the faculty member's providing to the college satisfactory evidence of complete development/design of the course for student-choice multi-modal delivery.

3. Additional Terms:

- a. This stipend is not counted for purposes of Article 13, Section 9 ("Miscellaneous Wages") and Article 13, Section 19 ("Overload...").
- b. A faculty member will not receive the instructional-design stipend more than once per course at a college, regardless of whether the faculty member is assigned to deliver the course again at the college in a subsequent semester using either bi-modal or tri-modal instructional delivery.

D. Course-Delivery Stipend. Faculty members whom the college assigns to teach a course using student-choice multi-modal delivery, as defined in part A of this Subdivision, shall receive a stipend for the faculty member's initial delivery of the student-choice multi-modal course, provided the course runs with the faculty member assigned as its instructor of record. The faculty member will receive the initial-delivery stipend for each grading cohort of students to whom the faculty member initially delivers the multi-modal course, Course-delivery stipends are not counted for purposes of Article 13, Section 9 ("Miscellaneous Wages") and Article 13, Section 19 ("Overload...").

1. Stipend amount.

- a. **Tri-Modal Courses:** Two-hundred fifty dollars (\$250) per credit that the college has assigned the faculty member for the faculty member's initial delivery of the tri-modal course. If the college has assigned the faculty member more than three (3) credits for the initial delivery of the course to a specific grading cohort of students, the stipend for the faculty member's delivery of the course to that student cohort will be capped at seven-hundred fifty dollars (\$750).
- b. **Bi-Modal Courses:** The per-credit stipend amount and dollar limit per grading-cohort of students will be half (1/2) that provided for tri-modal courses in Subdivision 3.D.1(a), above.
- c. **Subsequent Delivery.** After a faculty member's initial delivery of a specific student-choice multi-modal course at the college, the college may reduce, increase, or end the course-delivery stipend for subsequent academic terms in which the college assigns the faculty member to teach the course using

multimodal instructional delivery. If the college determines to continue and increase the stipend to the faculty member for delivery of the course in a subsequent academic term, the stipend amount may not equate to more than double the per-credit delivery-stipend rates described above, dependent on whether the course is bi-modal or tri-modal.

E. Additional Terms .

1. **Eligible Faculty Appointment Statuses.** Student-choice multi-modal courses, as defined in Subdivision 3.A, above, may be offered to faculty in any appointment status provided by Article 20 of this Agreement.
2. **Mutual Agreement.** Student-choice multi-modal courses, as defined in Subdivision 3.A, above, may only be assigned to a faculty member with mutual agreement between the faculty member and the college administration.
3. **Notice.** The college will timely notify the local MSCF Chapter of such agreements and the identity of the affected faculty member.
4. **Consistency.** The modes of instructional delivery under Subdivision 3.A and B, above, shall be determined for the course prior to its being assigned to a faculty member and shall remain consistent for the duration of the term in which the course runs.
5. **Class-Size Limits – Initial Delivery.** The first academic term that a faculty member is assigned to deliver a specific course at the college using student-choice multi-modal delivery, as defined in part A of this Subdivision, enrollment in each grading cohort of the multi-modal course assigned to the faculty member will be limited to thirty (30) students or the established in-person enrollment maximum, whichever is less.

DEPARTMENT & DIVISION CHAIRS/COORDINATORS

**ARTICLE 11
WORK ASSIGNMENTS**

It is recognized that full-time faculty members normally average forty (40) or more hours per week in carrying out their professional responsibilities. The reference to forty (40) hours is a generalization intended for recognition of the many non-assignable duties that faculty members perform. It does not establish a threshold of maximum assignable hours. It is further recognized that a state college faculty member’s work assignment includes a number of diverse professional responsibilities. Classroom teaching and other contacts with students form the core of the faculty work assignment. Additionally, professional development and service to the college are the other core components of a faculty member’s work assignment. A faculty member will plan to engage in such activities as student advising, course evaluation, classroom preparation, the evaluation of student performance, committee assignments, classroom research and community service as part of the overall work assignment. Some of these activities may be completed off campus. Faculty members, regardless of online or onsite assignment(s), are expected to meet the professional obligations described in this article (See joint MSCF/Minnesota State letter – Appendix B). It is also recognized that the work assignments of part-time faculty include similar duties performed on a prorated basis.

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

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

~~**Subd. 7. Department and/or Division Coordinators/Chairpersons.** The college president may establish, through the Shared Governance Council at each college, department and/or division coordinators/chairpersons positions as needed. If such positions are established they shall be based upon the faculty members’ community of interest and shall be done in accordance with the following:~~

~~**A. Selection Process.** The faculty members in each department and/or division may annually submit to the college president a list of at least two (2) acceptable candidates for the position of department and/or division coordinator/chairperson. The college president shall appoint the department and/or division coordinator/chairperson from among the acceptable candidates. However, if none of these will voluntarily accept the appointment,~~

~~or if no list is submitted, then the college president may select and appoint no later than May 15 a department and/or division coordinator/chairperson from the department for a one (1) year term for the following year.~~

~~**B. Duties.**— Department and/or division coordinators/chairpersons shall coordinate the activities of the department and/or division through a regular consultation with all members of the department and/or division, the Shared Governance Council and the college president. Department and/or division coordinators/chairpersons may responsibly direct other members of the bargaining unit in their department and/or division only, but may not exercise other supervisory responsibilities as defined by M.S. 179A.03, Subd. 17.~~

~~**C. Compensation.**— The administration at each college shall establish, through the Shared Governance Council, the tasks and responsibilities that will be assigned to each department and/or division coordinator/chairperson. After these tasks and responsibilities have been established, a credit equivalence shall be assigned to department, and/or division coordinators/chairpersons for their coordination/chairperson responsibilities. If there are ten (10) or fewer FTE faculty positions in the department and/or division, the credit equivalence shall be no less than three (3) per semester unless the chapter president, coordinator and college president agree in writing to a lesser amount. If there are more than ten (10) FTE faculty positions in the department and/or division, at least one (1) additional equated credit per semester shall be assigned for each additional ten (10) FTE faculty positions or fraction thereof. Normally, the equated credits will be used in determining release time from other assignments. However, in cases where the release time cannot reasonably be granted without undue disruption of the responsibilities of the department and/or division, the administration may elect to pay for the equated credits as overload pay. Also, the administration may in such cases elect to assign part of the equated credits as release time and the rest as overload pay.~~

~~Once the credit value of the assignment has been determined, for workload purposes the assignment shall also be given a contact hour value. The contact hour value shall be determined according to the applicable formula listed in Appendix G, “Schedule of Assignments.”~~

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

~~**E. Consolidated Campuses.**— At consolidated campuses where departments/divisions are combined, an alternate process for designating departments/divisions and electing coordinators/chairpersons may be implemented by mutual agreement of the administration and the MSCF. The compensation of the elected coordinator/chairperson shall be pursuant to the provisions of the faculty member’s former unit designation. An alternate method for~~

~~compensation may be implemented at the request of the faculty member and upon agreement of the college president and the MSCF.~~

~~Once the credit value of the assignment has been determined, for workload purposes the assignment shall also be given a contact hour value. The contact hour value shall be determined according to the formula listed in Appendix G, "Schedule of Assignments." If the alternative method results in a stipend, credits and corresponding contact hours will not apply.~~

~~**Subd. 8. Occupational Program Coordinators.** The college president or designee may determine that an occupational program shall have a coordinator who shall responsibly direct other members of the bargaining unit in the program, but not exercise other supervisory responsibilities as defined in M.S. 179A.03, Subd. 17. Such coordinator shall be selected and appointed by the president, and be given a minimum credit equivalence of three (3) credits per semester, unless the MSCF Chapter president, coordinator and college president agree in writing to a lesser credit equivalence.~~

~~Once the credit value of the assignment has been determined, for workload purposes it shall be also given a contact hour value. The contact hour value shall be determined according to the formula for Occupational Program Coordinators listed in Appendix G, "Schedule of Assignments."~~

Section 3. Teaching Faculty in the former UTCE Bargaining Unit.

~~**Subd. 4. Reserved. Department and/or Division Coordinators/Chairpersons.** The administration and the MSCF Chapter(s) shall designate various departments and/or divisions consistent with the college's mission. Designation of departments and/or divisions shall occur once each year. All faculty members shall be a member of at least one (1) department and/or division. Each designated department and/or division will have a coordinator/chairperson according to the following:~~

~~**A. Selection Process.** When such coordinator/chairperson positions have been established the faculty members in each department and/or division may annually submit to the college president a list of at least two (2) acceptable candidates for the position of department and/or division coordinator/chairperson. The college president shall appoint the department and/or division coordinator/chairperson from among the acceptable candidates. However, if none of these will voluntarily accept the appointment, or if no list is submitted, then the college president may select and appoint no later than May 15 a department and/or division coordinator/chairperson from the department for a one (1) year term for the following year.~~

~~B. **Duties.**— Department and/or division coordinators/chairpersons shall coordinate the activities of the department and/or division through a regular consultation with all members of the department and/or division, the Shared Governance Council and the college president. Department and/or division coordinators/chairpersons may responsibly direct other members of the bargaining unit in their department and/or division only, but may not exercise other supervisory responsibilities as defined by M.S. 179A.03, Subd. 17.~~

~~C. **Method of Compensation.**— Any faculty member appointed to a position of department/division coordinator/chairperson may mutually agree with the administration to one of the following: the stipend of two thousand five hundred dollars (\$2,500.00); release time in addition to the stipend of two thousand five hundred dollars (\$2,500.00); or release time equal to a minimum of two thousand five hundred dollars (\$2,500.00) based on the faculty members' annual base salary prorated. Compensation may be shared by up to three (3) faculty members by mutual agreement between the faculty members, the MSCF Chapter and the college president or designee.~~

~~If the method of compensation involves release time, once the credit value of the assignment has been determined, for workload purposes the assignment shall also be given a contact hour value. The contact hour value shall be determined according to the applicable formula listed in Appendix G, "Schedule of Assignments." If the method of compensation includes a stipend, credits and corresponding contact hours will not apply to the stipend.~~

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

~~E. **Consolidated Campuses.**— At consolidated campuses where departments/divisions are combined an alternate process for designating departments/divisions and electing coordinators/chairpersons may be implemented by mutual agreement of the administration and the MSCF. The compensation of the elected coordinator/chairperson shall be pursuant to the provisions of the faculty member's former unit designation. An alternate method for compensation may be implemented at the request of the faculty member and upon agreement of the college president and the MSCF.~~

~~Once the credit value of the assignment has been determined, for workload purposes the assignment shall also be given a contact hour value. The contact hour value shall be determined according to the applicable formula listed in Appendix G, "Schedule of Assignments." If the alternate method results in a stipend, credits and corresponding contact hours will not apply.~~

Section 10. Department and/or Division Coordinators/Chairpersons.

Subd. 1. Former MCCFA Faculty. The college president may establish, through the Shared Governance Council at each college, department and/or division coordinator/chairperson positions as needed for liberal arts and occupational programs within the former MCCFA bargaining unit. If such positions are established, they shall be based upon faculty members' community of interest.

Subd. 2. Former UTCE Faculty. The administration and the MSCF Chapter(s) shall designate departments and/or divisions for programs formerly within the UTCE bargaining unit, consistent with the college's mission. Designation of departments and/or divisions shall occur once each year. All faculty members who teach in programs formerly within the former UTCE bargaining unit shall be a member of at least one (1) department and/or division. Each designated department and/or division will have a coordinator/chairperson position.

Subd. 3. Selection Process. If the college chooses to establish coordinator/chair positions for liberal arts and occupational programs formerly within the former MCCFA bargaining unit, and after departments and/or divisions have been established for technical programs within the former UTCE bargaining unit, faculty members in each department and/or division may annually submit to the college president a list of at least two (2) acceptable candidates for the position of coordinator/chairperson. The college president shall appoint the department and/or division coordinator/chairperson from among the acceptable candidates. However, if none of these will voluntarily accept the appointment, or if no list is submitted, the college president may select and appoint no later than May 15 a department and/or division coordinator/chairperson from the department/division for a one (1) year term for the following year.

Subd. 4. Duties.

- A. The administration at each college shall establish, through the Shared Governance Council, the tasks and responsibilities that will be assigned to department and/or division coordinator/chairperson position(s).
- B. Department and/or division coordinators/chairpersons shall coordinate the activities of the department and/or division through regular consultation with all members of the department and/or division, the Shared Governance Council, and the college president (and/or president's designee).
- C. Department and/or division coordinators/chairpersons may responsibly direct other members of the bargaining unit in their department and/or division only, but may not exercise other supervisory responsibilities as defined by M.S. 179A.03, Subd.17. This Subdivision (Article 11, Section 10, Subd. 4.C) is excluded from the provisions of Article 11, Section 10, Subd. 8 ("Alternative Terms") below.

Subd. 5. Compensation. After coordinator/chairperson tasks and responsibilities have been established according to Article 11, Section 10, Subd. 4 above, the college shall determine compensation for the department and/or division coordinator/chairperson position assignment(s) in accordance with the following:

A. Faculty in the Former MCCFA Bargaining Unit.

If the president establishes coordinator/chairperson positions for liberal arts divisions formerly within the MCCFA bargaining unit, a credit equivalence shall be assigned to department, and/or division coordinators/chairpersons for their coordination/chairperson responsibilities as follows:

1. If there are ten (10) or fewer FTE faculty positions in the department and/or division, the credit equivalence shall be no less than three (3) per semester unless the chapter president, coordinator and college president agree in writing to a lesser amount.
2. If there are more than ten (10) FTE faculty positions in the department and/or division, at least one (1) additional equated credit per semester shall be assigned for each additional ten (10) FTE faculty positions or fraction thereof.

Normally, the equated credits will be used in determining release time from other assignments. However, in cases where the release time cannot reasonably be granted without undue disruption of the responsibilities of the department and/or division, the administration may elect to pay for the equated credits as overload pay. Also, the administration may in such cases elect to assign part of the equated credits as release time and the rest as overload pay. Once the credit-value of the assignment has been determined, for workload purposes the assignment shall also be given a contact-hour value. The contact hour value shall be determined according to the applicable formula listed in Appendix G, “Schedule of Assignments.”

B. Occupational Programs in the Former MCCFA Bargaining Unit. If the president establishes a coordinator/chairperson for an occupational program formerly within the MCCFA bargaining unit, such coordinator/chairperson shall be given a minimum credit equivalence of three (3) credits per semester, unless the MSCF Chapter president, coordinator and college president agree in writing to a lesser credit-equivalence. Once the credit-value of the assignment has been determined, for workload purposes it shall be also given a contact-hour value. The contact-hour value shall be determined according to the formula for Occupational Program Coordinators listed in Appendix G, “Schedule of Assignments.”

C. Faculty in the Former UTCE Bargaining Unit. Any faculty member appointed to a position of department/division coordinator/chairperson for programs formerly within the UTCE bargaining unit may mutually agree with the administration to one of the following: an annual stipend of three thousand three hundred dollars (\$3,300.00); release time in

addition to the stipend of three thousand three hundred dollars (\$3,300.00); or release time equal to a minimum of three thousand three hundred dollars (\$3,300.00) based on the faculty member's annual base salary prorated. Stipends paid pursuant to this paragraph are not counted for purposes of Article 13, Section 9 ("Miscellaneous Wages"). If the method of compensation involves release time, once the credit-value of the assignment has been determined, for workload purposes the assignment shall also be given a contact-hour value. The contact-hour value shall be determined according to the applicable formula listed in Appendix G, "Schedule of Assignments." If the method of compensation includes a stipend, credits and corresponding contact hours will not apply to the stipend.

Subd. 6. Shared Coordinator/Chairperson Positions. The assignment of, and compensation for, department and/or division coordinator/chairperson tasks and responsibilities may be divided among and shared by up to three (3) faculty members by mutual agreement between the respective faculty members, the local MSCF Chapter, and the college president (or president's designee). Such agreements shall be memorialized in writing.

Subd. 7. Overload Limitation. Department and/or division coordination/chairperson overload pay may exceed the forty percent (40%) overload limitation; but if it does, such department/division coordinator/chairperson shall not be eligible for additional overload pay, extra weeks, or summer school. This subdivision (Article 11, Section 10, Subd. 7) is excluded from the provisions of Article 11, Section 10, Subd. 8 ("Alternative Terms") below.

Subd. 8. Alternative Terms.

A. With respect to this subdivision, the college administration and the MSCF may mutually agree to alternatives and/or modifications to any or all the following:

1. The "Selection Process" provisions of Article 11, Section 10, Subd. 3 above;
2. The "Duties" provisions of Article 11, Section 10, Subd. 4 above, with the exception noted in Article 11, Section 10, Subd. 4.C above; and/or
3. At the request of the faculty coordinator/chair, the "Compensation" (and, where applicable, workload) provisions of Article 11, Section 10, Subd. 5 above, subject to the exception noted in Article 11, Section 10, Subd. 8.C below.

B. If the college administration and the MSCF mutually agree to alternatives and/or modifications pursuant to Article 11, Section 10, Subd. 8.A, the agreement shall be memorialized in writing.

C. Regardless of any terms mutually agreed upon pursuant to Article 11, Section 10, Subd. 8.A, if the compensation/workload valuation involves a release-time credit equivalence, once the college has determined the credit-value of the assignment, for workload purposes the assignment also shall be given a contact-hour value. The contact-hour value shall be

determined according to the formula listed in Appendix G, “Schedule of Assignments.” If the alternative method results in a stipend, credits and corresponding contact hours will not apply to the stipend.

* * * * *

INITIAL STEP PLACEMENT

ARTICLE 13 WAGES

* * * * *

Section 1. Initial Step Placement.

* * * * *

Subd. 1. Step Limits.

Effective upon legislative ratification of the 2021-2023 Agreement except as noted in Subd. 4., below, initial step placement shall not exceed:

Column I	-	Step 13 <u>15</u>
Column II	-	Step 11 <u>13</u>
Column III	-	Step 9 <u>11</u>
Column IV	-	Step 8 <u>9</u>
Column V	-	Step 7

The provisions of Subdivision 1 of this Section shall sunset and cease to be effective at the end of the day on June 30, 2025.

Subd. 1.1 Step Limits after June 30, 2025.

Except as noted in Subd. 4. below, initial step placement shall not exceed:

Column I	-	Step 13
Column II	-	Step 11
Column III	-	Step 9
Column IV	-	Step 8
Column V	-	Step 7

* * * * *

CAREER STEPS

ARTICLE 13 WAGES

Section 6. Step Movement.

Subd. 1. Career Steps.

A. Eligibility.

i. Effective July 1, ~~2018~~ 2021, all unlimited full-time, unlimited part-time, ~~temporary full-time fixed-term full-time, fixed-term part-time,~~ and temporary part-time (including temporary part-time faculty converted to temporary full-time per Article 20, Section 5, Subd. 2) faculty members who have completed fifteen (15) consecutive years of service in the MSCF bargaining unit and who are not at the top step of the salary schedule shall, at the beginning the faculty member’s sixteenth (16th) consecutive year of service in the MSCF bargaining unit, receive one (1) additional step on the salary schedule.

ii. Effective July 1, 2022, all unlimited full-time, unlimited part-time, fixed-term full-time, fixed-term part-time, and temporary part-time (including temporary part-time faculty converted to temporary full-time per Article 20, Section 5, Subd. 2) faculty members who have completed twenty (20) consecutive years of service in the MSCF bargaining unit and who are not at the top step of the salary shall receive one (1) additional step on the salary schedule at the beginning of the faculty member’s twenty-first (21st) consecutive year of service in the MSCF bargaining unit.

iii. For purposes of this subdivision, a “year of service” means that the faculty member has completed an assignment of at least five (5) credits (or the equivalent thereof) in at least one semester (i.e. either fall or spring, but not summer) of the academic year at one or more Minnesota State college(s). An academic year which did not constitute a year of service, as defined above, for the faculty member shall constitute a break in the consecutive years of service, with the following exceptions:

A-a) Paid Leaves. For purposes of this subdivision, paid leaves of absence shall be treated the same as time worked and shall not constitute a break in the consecutive years of service;

B.b) Unpaid Leaves. For purposes of this subdivision, unpaid leave of absence under Article 15 shall not be treated as time worked, but shall not constitute a break in consecutive years of service.

B. Lump--Sum Payment in Lieu of Step.

- i. Effective ~~beginning~~ July 1, ~~2018~~ 2021, faculty members who are at the top of the salary schedule and who otherwise would be eligible for ~~at the~~ Career Step under Section 6, Subd. 1.A(i), above, shall receive, at the of beginning the faculty member's sixteenth (16th) consecutive year of service in the MSCF bargaining unit, a one-time lump--sum payment equivalent to one (1) step. The lump--sum payment for part-time faculty shall be prorated according to the faculty member's FTE in the preceding academic year (i.e., cumulative FTE for fall and spring semesters, truncated at 1.0).
- ii. Effective July 1, 2022, faculty members who are at the top of the salary schedule and who otherwise would be eligible for a Career Step under Section 6, Subd. 1.A(ii), above, shall receive a one-time lump sum payment equivalent to one (1) step at the of beginning of the faculty member's twenty-first (21st) consecutive year of service in the MSCF bargaining unit. The lump-sum payment for part-time faculty shall be prorated according to the faculty member's FTE in the preceding academic year (i.e., cumulative FTE for fall and spring semesters, truncated at 1.0).

C. One-time Catch-up Provision. Faculty members who, as of July 1, 2022, have completed more than more than twenty (20) consecutive years of service in the MSCF bargaining unit and who otherwise would meet the terms in A(ii) or B(ii) of this subdivision shall receive either one (1) additional step on the salary schedule or, if the faculty member is at the top of the salary schedule, a one-time lump sum payment equivalent to one (1) step. The lump-sum payment for part-time faculty shall be prorated according to the faculty member's FTE in the preceding academic year (i.e., cumulative FTE for fall and spring semesters, truncated at 1.0).

Subd. 2. Academic Year ~~2019-20~~ 2021-2022 Progression Step Advancement.

A. Eligibility. A faculty member who, during the ~~2018-2019~~ 2020-2021 academic year, was employed at least one (1) semester (fall and/or spring), paid according to the salary schedule, and not at the top step of the faculty member's respective salary column, shall advance one (1) step on the salary schedule effective July 1, 2021 ~~January 1, 2020~~, if the faculty member:

- i. in the 2021-2022 academic year was is employed for-spring-semester-2020-at least one (1) semester (fall and/or spring) and paid according to the salary schedule, and

~~(a)ii.~~ is employed and is being paid off the salary schedule at the time the Academic Year 2021-2022 salary provisions of this Agreement are implemented in Academic Year 2022-2023.

B. Lump-Sum Payment in Lieu of Step. A faculty member who, during the ~~2018-2019~~ 2020-2021 academic year, was employed at least one (1) semester (fall and/or spring), ~~and~~ paid according to the salary schedule ~~shall~~, and at the top step of the faculty member's respective salary column, shall effective January 1, 2020, effective July 1, 2021, receive a single lump-sum payment of one thousand nine hundred fifty-five dollars (\$1955) ~~fifteen hundred dollars (\$1500.00)~~ in lieu of the progression step described in Subd. 2.A., above, if the faculty member:

i. ~~-in the 2021-2022 academic year was is employed at least one (1) semester (fall and/or spring) and paid according to the salary schedule, and~~

~~(b)ii.~~ is employed and is being paid off the salary schedule at the time the Academic Year 2021-2022 salary provisions of this agreement are implemented in Academic Year 2022-2023. ~~for spring semester 2020, at the top step of the faculty member's respective salary column, and paid according to the salary schedule.~~

* * * * *

SALARY SCHEDULES

ARTICLE 13 WAGES

Section 7. Salary Schedules

[PLACEHOLDER: In addition relevant date changes, see salary-schedule terms above under Summary of Terms, above.]

* * * * *

For MSCF:

For Minnesota State:

DocuSigned by:



9/28/2022 | 3:06:23 PM CDT

93BED503974242D...
Kent Quamme
Chief Negotiator

Date

DocuSigned by:



9/28/2022 | 3:08:06 PM CDT

F5E160A3F140...
Betsy Thompson
Chief Negotiator

Date