

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

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3
4 | **PREAMBLE**

5 | This contract is made and entered into this 18th day of ~~March~~ 2013~~09~~, by and between the State
6 | of Minnesota and its Minnesota State Colleges and Universities, hereinafter referred to as the
7 | Employer, and the Minnesota State College Faculty, hereinafter referred to as MSCF. This
8 | Contract is intended to express the full and complete understanding of the parties pertaining to
9 | all terms and conditions of employment.

10 | Any agreement or understanding which is included as part of this Contract must be reduced to
11 | writing and signed by the parties to this Contract.

12
13 | **ARTICLE 1**
14 | **RECOGNITION OF MSCF**

15
16 | **Section 1. Recognition.** In accordance with BMS Case Numbers 01PTR888, 01PTR890, and
17 | 01PCE1430, the Employer recognizes MSCF as the exclusive representative for all faculty
18 | members who meet the statutory definition of public employee and are assigned to Bargaining
19 | Unit #10.

20
21 | **Section 2. Changes to Terms and Conditions of Employment.** The Employer will not, during
22 | the life of this Contract, meet and negotiate relative to terms and conditions of employment or
23 | meet and confer with any faculty member or group of faculty members who are covered by this
24 | Contract, except through the MSCF.

25
26 | **Section 3. Unit Changes.** If titles are created during the life of this Contract, or if existing
27 | faculty positions are moved into the classified service or unclassified administrative service, the
28 | ~~Ce~~_[BT1]hancellor or designee shall give the MSCF written notice at least fourteen (14) calendar
29 | days in advance of actual implementation. The parties will meet prior to implementation if the
30 | MSCF requests and will attempt to agree on the inclusion or exclusion of the new title or
31 | position. If the parties cannot agree, the question will be submitted to the director of the Bureau
32 | of Mediation Services for a determination of the inclusion or exclusion of such title.

33
34
35 | **ARTICLE 2**
36 | **DEFINITIONS**

37
38 | **Adjunct Faculty Member.** “Adjunct Faculty Member_[BT2]” are faculty who work fewer than
39 | five (5) credits in a term. Such faculty do not accrue seniority and are not probationary.

40
41 | **Administration.** “Administration” shall mean the Chancellor, college president and/or his/her
42 | designees.

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 **Chancellor.** “Chancellor” shall refer to the Chancellor of the Minnesota State Colleges &
2 Universities.

3
4 **College.** “College” means an administrative unit that is the appointing authority administering a
5 campus or campuses and all associated off campus locations (satellites, centers, etc.) and related
6 personnel.

7
8 **Converted Temporary Full-Time Faculty.** “Converted Temporary Full-time Faculty” shall
9 mean individual temporary part-time faculty who meet minimum hiring qualifications and are
10 assigned a full-time work load over the academic year at a single college.

11
12 **Credential Field.** “Credential field” shall mean the assigned field, credential field or licensed
13 field for which the faculty member was hired. The granting of which indicated that the faculty
14 member meets the minimum qualifications required by the Board of Trustees Policy.

15
16 **Customized Training.** “Customized Training” is defined as: all non-credit instruction with an
17 occupational/professional focus offered to the general public, or all credit and/or non-credit
18 instruction offered via contract to a specific customer.

19
20 **Customized Training Faculty.** “Customized Training Faculty” are those faculty who deliver
21 instruction as defined in Customized Training above for no more than 925 hours in a fiscal year.
22 Customized Training Faculty do not accrue seniority and are not probationary.

23
24 **Days.** “Days” means calendar days excluding Saturday, Sunday, and legal holidays as defined
25 by Minnesota Statutes.

26
27 **Dependent.** “Dependent,” [for all purposes except tuition waiver under Article 24,](#) shall mean
28 spouse, unmarried eligible children, and unmarried eligible grandchildren as defined in Article
29 19, Section 2, Subd. 3 of this Contract^[BT3]. [For Tuition-waiver purposes, “dependent” is defined](#)
30 [in Article 24, Section 3, Subd. 3.C.](#)

31
32 **Duty Day.** “Duty Day” shall mean a day included in the college calendar, or individual faculty
33 member’s assignment, on which a faculty member engages in duties as assigned by the
34 administration.

35
36 **Elapsed Time.** “Elapsed time” shall be defined as the time period between the start of the
37 faculty member’s first assignment and the end of the faculty member’s last assignment on any
38 day.

39
40 **Employee(s), Faculty, and Faculty Member.** “Employee” or “Faculty Member” shall mean a
41 member of the appropriate unit as described in this contract. “Employees” or “Faculty” shall
42 mean all members of the appropriate unit as described in the Contract.

43
44 **Employer.** “Employer” shall mean the Minnesota State Colleges & Universities (MnSCU)
45 Board of Trustees or its designees.

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1
2 **Grievance.** A “grievance” is defined as a written dispute or disagreement raised by a faculty
3 member, an [BT4] MSCF Chapter, or the state MSCF involving the Employer’s interpretation or
4 application of the provisions of this Contract. An informal complaint is not a grievance.
5

6 **Grievance Form.** Grievances as defined above shall be processed on a uniform “grievance
7 form” provided by MSCF or the Employer.
8

9 **Grievant.** “Grievant” shall be any faculty member, or a group of faculty members within the
10 MSCF bargaining unit who file a grievance.
11

12 **Immediate Family.** The “immediate family” shall mean: spouse, parents, parents of spouse,
13 guardian, children, grandchildren, brothers, sisters, grandparents or wards of the faculty member
14 or of the faculty member’s spouse.
15

16 **Meet and Confer.** “Meet and Confer” shall mean the exchange of views and concerns between
17 MnSCU and the state MSCF, or the college president and the MSCF chapter leadership
18 according to the applicable provisions of P.E.L.R.A.
19

20 **Meet and Negotiate.** “Meet and Negotiate” means the performance of the mutual obligations
21 of public employers and the exclusive representatives of public employees to meet at reasonable
22 times, including where possible meeting in advance of the budget making process, with the good
23 faith intent of entering into a Contract on terms and conditions of employment. This obligation
24 does not compel either party to agree to a proposal or to make a concession.
25

26 **Minimum Guarantee.** “Minimum guarantee” means the amount of work that an unlimited part-
27 time faculty member is guaranteed for the academic year. It is not the amount of work that an
28 unlimited part-time faculty member may actually work during an academic year.
29

30 **MnSCU Board of Trustees.** “MnSCU Board of Trustees”, “Board of Trustees”, or “Board”
31 shall mean the Board of Trustees for the Minnesota State Colleges & Universities.
32

33 **MSCF.** “MSCF” (Minnesota State College Faculty) shall mean the exclusive representative of
34 all faculty who are included in the bargaining unit.
35

36 **MSCF Chapter.** “MSCF chapter” shall mean the chapter at one or more technical, community,
37 or consolidated college(s) of the Minnesota State Colleges & Universities. As used in this
38 Contract, “MSCF chapter” shall mean the MSCF chapter president or designee.
39

40 **P.E.L.R.A.** “P.E.L.R.A” shall mean the Minnesota Public Employment Labor Relations Act of
41 1971, as amended.
42

43 **Permanent Work Location.** A faculty member’s “permanent work location” is the campus/site
44 at which the majority of the faculty member’s [BT5] work assignment exists. If the work
45 assignment is split equally, the employee shall designate his/her permanent work location.

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1
2 **President.** “President” shall refer to the presidents of each college of the Minnesota State
3 Colleges & Universities.

4
5 **Presidential Designee.** Whenever allowed by this Contract, the use of a “designee” by the
6 President shall in no way abrogate the responsibility and accountability of the President for the
7 decision made by the designee.

8
9 **Probationary Faculty Member.** A “probationary faculty member” is an unlimited full-time or
10 unlimited part-time faculty member who has not completed the required probationary period in
11 accordance with Article 20, Sections 2 and 3.

12
13 **Program.** “Program” shall mean a grouping of courses for which a degree, diploma, or
14 certificate is awarded.

15
16 **Qualified.** “Qualified” refers to members of the MSCF bargaining unit who meet the prescribed
17 minimum qualification of their credential field.

18
19 **Replacement Representative.** The state MSCF may designate an additional representative or a
20 “replacement representative” at any point in the grievance process. Whenever possible, the state
21 MSCF will notify the affected campus administrators and Chancellor or designee of the
22 additional replacement representative in a timely manner that will not interrupt processing of the
23 grievance.

24
25 **Representation.** A faculty member or group of faculty members will be represented by MSCF
26 in the grievance procedure including arbitration.

27
28 **Sabbatical Tie Breaker.** For breaking a tie “greatest system-wide seniority” shall mean the date
29 of unlimited status plus all temporary service on an FTE basis and minus unpaid leave of absence
30 on an FTE basis.

31
32 **Site.** A “site” is defined as an off campus location such as a Native American reservation, a
33 correctional facility, or a location mutually agreed upon for community-based programs such as
34 Farm Business Management and Small Business Management.

35
36 **Student Credits.** “Student credits” are defined as the number credits for which students are
37 enrolled.

38
39 **Temporary Full-Time Faculty Member.** A “temporary full-time faculty member” is defined
40 as a faculty member who has been hired for a full-time assignment for an academic year.

41
42 **Temporary Part-Time Faculty Member.** A “temporary part-time faculty member” is defined
43 as a faculty member with a part-time assignment of five (5) or more credits in a semester or a
44 summer session.

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 **Unlimited Full-Time Faculty Member.** An “unlimited full-time faculty member” is defined as
2 a faculty member with a full-time assignment for an academic year that carries the assumption
3 that such employment will continue on a full-time basis in subsequent years.
4

5 **Unlimited Part-Time Faculty Member.** An “unlimited part-time faculty member” is defined
6 as a faculty member with a part-time assignment between forty percent (40%) and eighty percent
7 (80%) for an academic year that carries the assumption that such employment will continue on a
8 part-time basis in subsequent years.
9

10 **Written Notice, Response, Personal Service.** When a “written notice” or a “written response”
11 is required to be given under the terms of this Contract, such notice or response shall be made by
12 “personal service” or service by certified mail. Personal service shall be deemed complete when
13 the notice or response is handed to or received by the party to whom directed. Service by
14 certified mail shall be deemed complete upon mailing.
15

16 **ARTICLE 3**
17 **NO STRIKE OR LOCKOUT**

18
19 **Section 1. Lock-Outs.** No lockout of faculty members shall be instituted by the Employer
20 during the term of this Contract.
21

22 **Section 2. No Strikes.** The MSCF agrees that it will not promote or support any strike as
23 defined in Minnesota Statutes 179A.03, Subd. 16, except as provided in Minnesota Statutes
24 179A.18, Subd. 1. Any faculty member who knowingly violates the provisions of this section
25 may be discharged or otherwise disciplined.
26

27
28 **ARTICLE 4**
29 **MSCF PAYROLL AND DEDUCTIONS**
30

31 **Section 1. Payroll Changes.** If changes occur to the State of Minnesota payroll system that
32 place one or more of the provisions below outside of its operational ability, the parties will meet
33 and negotiate on any changes necessary to bring this Article within the operational ability of the
34 State of Minnesota payroll system and to meet the information needs of MSCF.
35

36 **Section 2. Pay Period.** Faculty members will be paid the total amount due in biweekly
37 installments according to the pay option described in Subd.1, Subd. 2, or Subd. 3 of this section,
38 as selected by the faculty member. Pay dates occur every other week and are ten (10) days after
39 the end of the pay period in which the work was completed. Upon request, a faculty member
40 shall be provided a summary that defines the specific item for which a salary payment was
41 issued.
42

43 **Subd. 1. Additional Assignments.** Additional assignments, i.e. overload, extended
44 contract, weekend workshop, will be paid according to one of the payment methods in

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 this subdivision, when the start and end dates of the assignment are known. The
2 employee may select either a lump sum payment payable upon completion of the work or
3 installments that span the length of the work performed.
4

5 **Subd. 2. Temporary Faculty Members.** Temporary faculty members with a minimum
6 of a one-semester appointment will be paid in biweekly installments. Paychecks will
7 begin the payday following the pay period in which the first day of work occurred. The
8 final paycheck will be received on the payday immediately following the pay period in
9 which the final day of work occurs.
10

11 **Subd. 3. Contracted Faculty Members.** Full-time and part-time annual contract
12 faculty members as defined in the Contract will be paid the total amount due in biweekly
13 installments. Paychecks will begin the payday following the pay period in which the first
14 day of work occurred. Paychecks will be in installments according to one of the
15 following:
16

- 17 A. A nine (9) or ten (10) month paycheck option in which the final paycheck will be
18 received on the payday immediately following the pay period in which the final day
19 of work occurs.
20
21 B. A twelve (12) month paycheck option in which the final paycheck will be received in
22 the payroll period of a biweekly sequence beginning with the first day of work and
23 ending with the last day immediately prior to the succeeding pay year.
24

25 | **Section 3. Dues Check-Off.** The Employer agrees to cooperate with the^[BT6] Minnesota
26 Management and Budget and the MSCF in facilitating the deduction of membership dues
27 established by the MSCF from the salary of each faculty member who has authorized such
28 deduction in writing.
29

30 **Subd. 1.** The Employer will deduct dues from each paycheck in installments for a
31 duration and in an amount determined by MSCF.
32

33 **Subd. 2.** The aggregate deductions of all faculty members shall be remitted together with
34 an itemized statement to the MSCF office no later than fifteen (15) days following the
35 end of each payroll period.
36

37 **Section 4. Fair-Share Check-Off.** In accordance with Minnesota Statute 179A.06, Subd. 3, the
38 MSCF may request the Employer to check-off a fair-share fee for each member of the unit who
39 is not a member of the MSCF.
40

41 **Section 5. Indemnity.** The MSCF agrees to indemnify and hold the Employer harmless against
42 any and all claims, suits, orders or judgments brought or issued against the Employer by a faculty
43 member as a result of any action taken or not taken in accordance with the provisions of Sections
44 3, 4, and 6 of this Article.
45

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

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

6
7 A copy of each college's personnel directory shall be furnished to the MSCF upon request.
8

9
10 **ARTICLE 5**
11 **NON-DISCRIMINATION**

12 **Section 1. Equal Applications.** The provisions of this Contract shall be applied equally to all
13 faculty members in the bargaining unit without discrimination as to race, creed, religion, color,
14 national origin, age, physical disability, reliance on public assistance, sex, marital status, political
15 affiliation, sexual orientation or any other class or group distinction, as provided by state or
16 federal anti-discrimination [BT7]laws. The parties are committed to ensuring an educational and
17 employment environment free of harassment and violence of any kind.

18
19 **Section 2. Employer Responsibility.** The Employer accepts its responsibility to ensure equal
20 opportunity in all aspects of employment for all qualified persons regardless of race, creed,
21 religion, color, national origin, age, physical disability, reliance on public assistance, sex, unless
22 sex is a bona fide occupational qualification, marital status, political affiliation, sexual preference
23 or any other class or group distinction. The Employer will not interfere with the rights of faculty
24 members to become or not to become members of the MSCF, and there shall be no
25 discrimination or interference, restraint or coercion by the Employer, or any Employer
26 representative, against any faculty member because of MSCF membership, non-membership or
27 any faculty member acting in an official capacity on behalf of the MSCF which is in accordance
28 with the provisions of this Contract.

29
30 **Section 3. Jurisdiction.** The parties recognize that jurisdiction for the enforcement of the
31 provisions of Section 1, -above, [BT8]is vested solely in various state and federal agencies and the
32 courts, and therefore, complaints regarding such matters shall not be subject to the grievance
33 procedure in this Contract.

34
35 **ARTICLE 6**
36 **MANAGEMENT RIGHTS**

37
38 **Section 1. Inherent Managerial Rights.** The MSCF recognizes that the Employer is not
39 required to meet and negotiate on matters of inherent managerial policy, which include, but are
40 not limited to, such areas of discretion or policies as the functions and programs of the
41 Employer; its overall budget; utilization of technology; the organizational structure; and
42 selection, direction and number of personnel.
43

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 **Section 2. Management Responsibilities.** The MSCF recognizes the right of the Employer to
2 manage and conduct the operation of the state colleges within its legal limitations and with its
3 primary obligation to provide educational opportunity at the colleges.
4

5 **Section 3. Reservation of Management Rights.** The foregoing enumeration of inherent
6 management rights and duties shall not be deemed to exclude other inherent management rights
7 and management functions not expressly reserved herein, and all management rights and
8 management functions not expressly delegated in this agreement are reserved to the Employer.
9

10 **ARTICLE 7**
11 **MSCF RIGHTS**
12

13 **Section 1. Communications.** Copies of all communications distributed generally to faculty
14 members by the Office of the Chancellor or a college shall be supplied to the MSCF at the same
15 time. The MSCF shall designate its address for this purpose.
16

17 **Section 2. Use of Facilities.** The MSCF and its representatives shall have the right to use the
18 college facilities for purposes of holding meetings and for carrying out MSCF business.
19 Facilities, for purposes of this section, shall mean meeting space and equipment normally used
20 by the faculty. If consumable supplies or classified or student help of the college are used by the
21 MSCF, such use requires prior approval and reimbursement to the college for costs involved
22 with such use. Utilization of space by the MSCF requires advance request, and utilization of
23 facilities in general is dependent upon the availability for such use.
24

25 **Section 3. Transaction of Business.** Duly authorized representatives of the MSCF shall be
26 permitted to transact official MSCF business on college premises at reasonable times, provided
27 that this shall not unduly interfere with nor interrupt the operations of the college. The MSCF
28 may use the college distribution service and faculty member mailboxes for communications to
29 faculty members.
30

31 **Section 4. Bulletin Boards.** The MSCF shall have the right to post announcements, and notices
32 of its activities and concerns on faculty member bulletin boards. One (1) MSCF [BT9]only
33 bulletin board on each campus will be at a location mutually agreeable to the MSCF chapter and
34 the college president or designee.
35

36 **Section 5. Access to Information.** Upon request, the Employer or the Employer's designee
37 agrees to provide the MSCF at state and local levels information available to them concerning
38 the professional staffing and financial resources of the Minnesota State Colleges & Universities,
39 including routine reports, registry of professional personnel, tentative budgetary requirements
40 and allocations, agendas and minutes of board meetings, names and addresses and position on
41 the salary schedule of all faculty members in the bargaining unit and such other information
42 requested by the MSCF in contract matters or in the processing of a grievance.
43

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

10
11 **ARTICLE 8**
12 **SHARED GOVERNANCE AND ACADEMIC AFFAIRS**

13
14 **Section 1. Faculty Shared Governance Council.**

15
16 **Subd. 1. Purpose of the Council.** The Employer and the MSCF recognize that the
17 faculty has a direct interest in college issues including, but not limited to, long and short
18 range planning, priorities in the deployment of financial resources, acquisition and use of
19 existing physical and human resources, institutional self-study, marketing, public
20 relations, and recruiting activities. The parties agree that the council is established to
21 make recommendations to the college on the following topic areas: Personnel, Student
22 Affairs, Facilities, Fiscal Matters and General Matters. Nothing contained in this Article
23 shall be construed to prevent the Employer from having discussions with any individual
24 or organization, [\[BT10\]](#) provided such discussions do not conflict with P.E.L.R.A. or other
25 provisions of this agreement.

26
27 **Subd. 2. Structure of the Council.** Membership on the council at each college shall
28 consist of the MSCF chapter leadership team and the elected MSCF members in good
29 standing representing a cross-section of disciplines (*discipline(s)* may mean division,
30 department, or program). The faculty will select one member to serve as council
31 president. The number of members of the council shall be determined by the MSCF
32 chapter. The college president shall serve as an administrative liaison to the council. It
33 shall be normal practice for the president to attend the council meetings. The college
34 president or designee may appoint up to three (3) administrators from outside the MSCF
35 bargaining unit as participants in the council. The council president and the college
36 president may invite subject area experts as needed to address specific agenda items.

37
38 **Subd. 3. Authority of the Council.** The council will have full authority to present the
39 views of the faculty in meetings with the college president or provost.

40
41 **Subd. 4. Procedures of the Council.** The elected council president shall preside over
42 all meetings [\[BT11\]](#) of the council. Meetings shall be scheduled a minimum of two (2)
43 times during each academic semester. At the request of the faculty, the council shall also
44 meet during the summer.

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

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

7 **Subd. 6. Clerical Support.** The college shall provide clerical support:
8

- 9 A. To assist in the preparation and distribution of the agenda, and
10
11 B. To assist in the preparation and distribution of the minutes to the faculty within
12 two (2) weeks of the meeting after the minutes have been reviewed and approved
13 by the council leadership and the college president.
14

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

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

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

28 If agreement is not reached on a proposal at the first meeting at which it was considered,
29 the administration shall take no action on the proposal for ten (10) days. At the request of
30 the faculty, the proposal shall be reconsidered at a subsequent council meeting during the
31 ten-day period.
32

33 **Subd. 9. Appeals.** Sincere efforts shall be made to reach agreement. If the [BT12]local
34 MSCF or the administration feels that sincere efforts to reach agreement or understanding
35 have not been made in Shared Governance Council meetings, either party may request
36 that the MSCF bring the issue(s) to the next monthly meeting of the MnSCU/MSCF Joint
37 Labor-Management Committee.
38

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

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 | Upon request of the MSCF president, [BT14] the college president shall afford release time not to
2 | exceed twelve (12) credits per year to be shared by one (1) or more local MSCF officers on each
3 | campus for the purposes of conducting MSCF duties.
4

5 | **Section 2. MSCF Representatives Access to Private Telephones.** It is the intent of the state
6 | colleges to provide the MSCF representatives with reasonable access to private telephones when
7 | they are conducting MSCF business on campus.
8

9 | **Section 3. Certification of Campus Representatives.** The names of any local MSCF officers
10 | and representatives who may represent the faculty members in the administration of this Contract
11 | shall be communicated to the college president on each campus by means of a copy of a
12 | certification from the MSCF to the [BT15] chancellor's designee. The names of the Employer
13 | designees responsible for administering this Contract on the campus shall be communicated to
14 | the local MSCF chapter by means of a copy of a certification from the [BT16] chancellor's
15 | designee to the MSCF.
16

17 | **Section 4. Certification of State Representatives.** The MSCF officers and other MSCF
18 | representatives shall be certified in writing to the Employer by the MSCF. The Employer
19 | designee(s) responsible for the administration of this contract at the state level shall be certified
20 | to the MSCF in writing by the Employer.
21

22 | **Section 5. Release Time for the MSCF Presidents.** The president of the MSCF shall be
23 | granted up to full release time from college [BT17]-assigned duties to conduct the business of the
24 | MSCF.
25

26 | **Subd. 1. Additional Release Time.** The MSCF, at its request [BT18] may also provide for
27 | additional release time for the president for the forty percent (40%) overload. The MSCF
28 | shall reimburse the Employer for the actual cost of the overload payment based on the
29 | president's actual salary schedule placement for the academic year.
30

31 | **Subd. 2. Payroll.** The MSCF president shall remain on the state payroll at the regular
32 | salary and lose no benefits.
33

34 | **Subd. 3. President's Sabbatical.** A faculty member who has served as the MSCF
35 | president shall be given the right to a one (1) semester sabbatical if s/he has served one
36 | (1) term, and a two (2) semester sabbatical if s/he has served two (2) or more terms.
37

38 | The sabbatical shall be consistent with the applicable provisions of Article 17, Section 4.
39 | However, the president's sabbatical shall be in addition to earned sabbaticals granted
40 | under Article 17, Section 4. The sabbatical shall not be denied.
41

42 | **Subd. 4. Prior Service Time.** Time spent in the former UTCE and MCCFA as
43 | president shall be carried forward and included in the calculation of service eligibility for
44 | a presidential sabbatical as an MSCF president.
45

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 **Section 6. Release Time for Other MSCF State Officers.** The MSCF may buy release time
2 for up to four (4) other state officers. The amount of release time shall be specified by the MSCF
3 before the beginning of each academic year or at other times by mutual agreement. The release
4 time for an individual officer may be in credits or in days, as agreed to by the state MSCF
5 President and the Chancellor or designee. For purposes of reimbursement the days shall be
6 converted to a reasonable credit equivalency. Such officers shall remain on the state payroll at
7 their regular salary and lose no benefits. Effort will be made to schedule such officers' college
8 duties to accommodate their MSCF responsibilities.
9

10 **Section 7. Release Time for Other MSCF Representatives.**

11
12 **Subd. 1. MSCF Representatives.** The parties agree that the following faculty members
13 shall be granted reasonable amounts of paid release time to conduct MSCF business.

14
15 A. **Negotiations Team.** As needed to conduct contract negotiations.

16
17 B. **Board of Directors Members.** Up to five (5) days per academic year.

18
19 C. **Executive Committee.** Up to nine (9) days per academic year.
20

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

22
23 A. Faculty assignments are rescheduled to another day and/or evening; or

24
25 B. Alternate assignments/activities which can be accomplished in the absence of the
26 instructor are assigned to the class; or

27
28 C. The services of another faculty member are secured to assume the faculty
29 member's obligations at no additional cost to the college;

30
31 D. If a substitute is necessary, MSCF will be billed for the cost of the substitute.
32

33 Faculty members are responsible for notifying the college administration, whenever
34 possible, at least two (2) weeks in advance of the need for release time to conduct MSCF
35 business. In addition, faculty members are responsible for making the appropriate
36 arrangements as discussed above. Arrangements must be approved in advance by the
37 college president or designee.
38

39 **Section 8. Representative (Delegate) Assemblies.** Each delegate to the MSCF and/or the
40 Education Minnesota Representative Convention will be excused without loss of pay or benefits
41 one (1) day for each assembly, provided that the faculty member has notified the college
42 president or designee as to the dates of the planned absence during the month prior to the month
43 in which the assembly is scheduled.
44

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 Up to eighteen (18) delegates from the colleges will be excused to attend the NEA
2 Representative Assembly, the AFT Representative Convention, or the NEA Higher Education
3 Conference for three (3) consecutive working days, provided that the faculty member has
4 notified the college president or designee as to the dates at least one (1) month before the
5 planned absence.

6
7 **Section 9. Reimbursement Rate.** The MSCF shall reimburse the colleges at the rate of
8 \$1,000.00 per credit for actual release time utilized.
9

10 **ARTICLE 10**
11 **WORK YEAR AND WORK WEEK**

12
13 **Section 1. The Basic Work Year.** For purposes of compensation and workload calculation, the
14 full-time academic work year shall consist of one hundred seventy-one (171) days spread over
15 two semesters. Within this total, each college shall identify and publish an academic calendar
16 that includes class days, test days, and duty days assigned by the administration. Up to two (2)
17 administration-[BT19]assigned duty days may be scheduled during the summer as a part of the
18 calendar determination process described below. Days not identified for these purposes shall be
19 utilized by instructors for activities necessary for the successful accomplishment of their
20 professional responsibilities.
21

22 The determination of the actual number and configuration of the class, test, and administration-
23 [BT20]-assigned duty days in each semester shall be by agreement of the leadership of the
24 administration and the faculty at each college. Such agreement shall be reached after two (2)
25 meetings or the calendar shall contain the same number and configuration of class, test and
26 administration assigned duty days as the previous academic year. Before the calendar is
27 finalized, the student leadership shall have the opportunity to review and comment on the
28 proposed calendar.
29

30 **Subd. 1. Alternate Academic Calendar for Specific Occupational or Technical**
31 **Programs.**

32 For an occupational or technical program that needs additional instructional
33 days beyond the number established above, the program instructor and the administration
34 shall mutually agree on an alternate calendar configuration. The alternate calendar may
35 not exceed the one hundred seventy-one (171) day total.

36 **Subd. 2. Instructors who are on Special Assignment or Librarians.**

37 Instructors who
38 are on special assignment or librarians shall work at their normal duties for the one
39 hundred seventy-one (171) day total minus the administration assigned duty days. Such
40 duty days may or may not be conducted at the same time as the rest of the college.

41 **Subd. 3. Counselors.**

42 Counselors' calendars shall reflect the same number of days as
43 the teaching faculty at the college. The dates of the administratively-[BT21]assigned duty
44 days may be different from those of the teaching faculty, but the number of such days

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 | shall be the same. The dates of the administratively [BT22] assigned duty days for
2 | counselors shall be determined in accordance with Section 1 of this Article.
3 |

4 | **Subd. 4. Part-Time Faculty.** Part-Time faculty shall be responsible for the appropriate
5 | pro-ration of the full-time faculty obligation.
6 |

7 | **Section 2. Holidays.**
8 |

9 | **Subd. 1.** No faculty members will be scheduled to work on the following holidays: New
10 | Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day,
11 | Independence Day, Labor Day, Veteran [BT23]s Day, Thanksgiving Day, the day after
12 | Thanksgiving, Christmas Day and any other holidays provided by Statute. When any of
13 | the holidays fall on Saturday, the preceding Friday shall be the holiday. When any of the
14 | above holidays fall on Sunday, the following Monday shall be the holiday.
15 |

16 | **Subd. 2.** The college administration and the faculty president at each college may agree
17 | to observe Veteran [BT24]s Day on a different day than the actual holiday. The state
18 | MSCF may also agree to allow classes to be held on flexible days to be scheduled on the
19 | two days normally scheduled for state MSCF activities.
20 |

21 | **Subd. 3.** For individual faculty members in Management and Customized Training
22 | programs, the college may by mutual agreement with the individual faculty members,
23 | designate alternate non-duty days for the observance of Martin Luther King's birthday,
24 | President's Day, Veteran [BT25]s Day, and Thanksgiving Friday.
25 |

26 | **Section 3. Flexible Academic Calendar Option.** A flexible academic calendar shall be defined
27 | as an academic calendar other than the standard college-wide block academic calendar as
28 | described in Sections 1, ~~5~~, or 2 [BT26] above. All flexible academic calendars shall meet all of the
29 | following requirements:
30 |

- 31 | A. All credit and non-credit offerings shall maintain academic integrity as determined by
32 | Carnegie units or by another measure agreed to by the faculty and administration.
33 |
- 34 | B. Faculty shall be subject to overall workload expectations equivalent to those under a
35 | standard academic calendar. The faculty load for a course or an assignment under a
36 | flexible academic calendar shall be the same as that for the same course or
37 | assignment under a standard academic calendar. These statements shall mean similar
38 | student credits/contact time and similar expectations for professional development
39 | and participation in the life of the college.
40 |
- 41 | C. All faculty members on a flexible academic calendar shall have the right to calendar
42 | breaks commensurate with, but not necessarily at the same time as, those under a
43 | standard academic calendar.
44 |

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

- 1 | D. Each individual flexible academic calendar must be agreeable to the faculty member,
2 | the local MSCF grievance representative, and the local administration.
3 |
4 | E. Exclusive of overload assignments, faculty compensation and benefits shall be
5 | identical to those earned under a standard academic calendar.
6 |
7 | F. It is possible for part of a faculty member's load to be under a standard academic
8 | calendar and remainder of the load to be under a flexible academic calendar. In such
9 | a case, letter D. above shall apply.
10 |
11 | G. Contractual limitations as included in Article 11, Section 1, Section 2, and Section 3
12 | may be waived by the faculty member and the local grievance representative as part
13 | of the agreement indicated in D. above.
14 |
15 | H. Assignments of faculty under a flexible academic calendar that overlap the summer
16 | session(s) of the college must be agreeable to the department.
17 |
18 | I. The parties agree to meet and negotiate additional details of implementation as
19 | necessary and as requested by either party.
20 |
21 |
22 |

23 | **Section 4. Summer Assignments.**
24 |

25 | **Subd. 1. Summer Sessions.** Through the Shared Governance process, the President or
26 | designee shall establish the calendar for the summer session(s). The administration will
27 | make reasonable effort to avoid scheduling overlapping courses such that claiming
28 | opportunities for faculty are unnecessarily limited.
29 |

30 | No summer session or course offered during the summer shall exceed thirty-nine (39)
31 | days. Colleges may offer shorter terms/courses with fewer than thirty-nine (39) days by
32 | compressing the requisite class time. Year-round occupational/technical programs are
33 | exempt from the thirty-nine (39) day provision. For purposes of this subdivision, year-
34 | round occupational/technical programs shall mean those programs that require enrollment
35 | in an occupational/technical course(s) outside of the established academic year as a
36 | condition for continuation in or completion of the program.
37 |

38 | Two (2) summer sessions shall be considered the equivalent of one (1) academic year
39 | semester. It is understood that a faculty member may be offered the equivalent of nine
40 | (9) credits or two (2) courses, whichever is greater, [BT27] per summer in one (1) or over
41 | both sessions in rotation order, subject to the overload provisions in Article 13, Section
42 | 179 [BT28]. The administration, after consultation with the faculty members in each
43 | credential field, shall determine course offerings for summer session.
44 |

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 **Subd. 2. Establishment of Rotation List.** The established rotation list for each
2 credential field will be used to make assignments. If a rotation list has not been
3 established for the credential field area, then it will be established as follows:
4

5 Unlimited full-time faculty members who hold the credential field and have held
6 assignments in the credential field within the past two (2) academic years will be put in
7 rotation order with those with the most continuous service in each credential field
8 receiving first choice. The faculty member's choice shall be for assignments offered over
9 both sessions when [BT29]two (2) separate sessions are held up to the limitations of Subd.
10 1. above.
11

12 Unlimited full-time faculty members with two (2) or more credential fields shall be
13 limited to inclusion on the A. rotation list for one (1) credential field only. Each faculty
14 member will choose one (1) rotation list prior to the end of the fall semester of each
15 academic year. The faculty member may change from one list to another via written
16 notification, and shall be placed on the bottom of the newly elected rotation list when this
17 option is exercised. Whenever a faculty member joins a rotation list for the first time,
18 that faculty member will be placed at the bottom of the list. Faculty members will always
19 be added to a rotation list before assignments are made.
20

21 **Subd. 3. Conditions for Rotation.** After all assignments have been made, the list will
22 be rotated by moving the person at the top of the list to the bottom of the list and
23 renumbering accordingly. However, if the first faculty member's only assignment is
24 canceled, the faculty member will remain at the top of the list. Faculty members are not
25 entitled to "bump" other faculty if [BT30]assignments selected are canceled due to low
26 enrollment.
27

28 **Subd. 4. Rotation Order.** Once a rotation list has been updated for each credential field
29 according to the procedures outlined in Subds. 2 and 3 above, faculty, including those
30 who have been on sabbatical leave during the academic year, shall be offered the
31 opportunity to accept assignments offered in the following order:
32

33 A. Unlimited full-time faculty members who hold the credential field and have held
34 assignments in the credential field within the past two (2) academic years, on a
35 rotation basis, by credential field, with those with the most continuous service in each
36 credential field receiving first choice, except where faculty members have already
37 established a rotation basis for each credential field. Probationary faculty, as defined
38 in Article 2, [BT31]are included at this step in the rotation order.
39

40 B. If no unlimited full-time faculty member qualified under paragraph A. above accepts
41 the assignment, unlimited full-time faculty with multiple credential field[s] [BT32] who
42 hold another credential field and have held assignments in that credential field within
43 the past two (2) years, on a rotation basis, with those with the most continuous service
44 in each credential field receiving first chance, subject to conditions of Subd. 3. above.
45

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

- 1 C. If no unlimited full-time faculty member qualified under paragraphs A. and B. above
2 accepts the assignment, unlimited full-time faculty who hold the credential field and
3 have not held assignments in the credential field within the past two (2) years, on a
4 rotation basis, with those with the most continuous service in each credential field
5 receiving first chance, subject to conditions of Subd. 3. above.
6
7 D. If no unlimited full-time faculty member qualified under paragraphs A., B. and C.
8 above accepts the assignments, unlimited part-time faculty who hold the credential
9 field, on a rotation basis, with those with the most continuous service in each
10 credential field receiving first chance, subject to conditions of Subd. 3. above.
11 Probationary faculty, as defined in Article 2, [BT33] are included at this step in the
12 rotation order.
13
14 E. If assignments are offered in an area for which no current unlimited faculty hold the
15 credential field, then the assignments shall be offered on a rotation basis to the
16 unlimited faculty members who have held assignments in that credential field in the
17 previous two (2) years. The initial rotation list will be established by calculating the
18 total FTE in that credential field which has been assigned to the faculty member
19 within the previous two (2) years.
20
21 F. Other applicants are last in the rotation order. No assignments of other applicants
22 shall be made if currently employed qualified "unlimited" faculty members have
23 indicated their willingness to accept the assignment.
24

25
26 **Subd. 5. Claiming of Courses/Sections After the Initial Rotation.**
27

- 28 A. Courses/sections added after the initial rotation but before the end of the academic
29 year shall be offered to faculty as follows:
30
31 1. Courses/sections added to the summer schedule shall first be offered to the faculty
32 member at the top of the summer rotation list in the credential field appropriate to
33 the course/section even if the faculty member is fully loaded.
34
35 2. After the faculty member at the top of the list has made his/her selection the
36 remaining course(s)/section(s) shall be offered to those faculty members on the
37 summer rotation list, in rotation order, who are not fully loaded.
38
39 3. A faculty member who is offered a course/section under this provision shall make
40 his/her decision to accept or decline within three (3) days of being offered the
41 course/section.
42
43 B. Course(s)/section(s) added after the end of the academic year but prior to the
44 beginning of summer session are not subject to rotation. This includes

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 course(s)/section(s) that start on dates that do not coincide with the official beginning
2 of the summer session.
3

4 C. The college shall make a good faith effort to contact those faculty members on the
5 summer rotation list who are not fully loaded and offer them the available
6 course(s)/section(s). Faculty members offered such course(s)/section(s) shall make
7 their decision to accept or decline within forty-eight (48) hours from the time an offer
8 is made. The parties agree that contact by e-mail (either work or other location
9 provided by the faculty member) shall constitute a good faith effort.

10
11 D. The parties agree that a college may, in the interest of time, contact all eligible faculty
12 members on the summer rotation list and offer the additional course/section. The
13 additional course/section will be given to the faculty member who responds within
14 the time limitations and is highest on the summer rotation list. A faculty member
15 who does not respond within the time limits outlined in A3. and C. above will be
16 treated as if s/he declined the offered course/section.
17

18 **Subd. 6. Alternate Summer Assignment Distribution.** Notwithstanding the above, the
19 parties agree that faculty members in a credential field may unanimously agree to another
20 method of distributing work for the summer session. Such agreements shall be in writing
21 and approved by the college president and the MSCF Chapter.
22

23 **Section 5. Extra Days.**

24
25 **Subd. 1. Counselors.** Counselors who accept extra [BT34] days assignments in
26 counseling beyond their academic year assignment shall have their work load for such
27 extra days determined in the same manner as for the academic year.
28

29 **Subd. 2. Librarians.** Librarians who accept extra [BT35] days assignments to perform
30 normal library services beyond their academic year assignment shall have their work load
31 for such extra days determined in the same manner as for the academic year.
32

33 **Subd. 3. Other Faculty.** Any faculty member employed for extra days to perform
34 services other than counseling for counselors, teaching for instructors and library service
35 for librarians shall be scheduled for an average of seven (7) hours during such extra
36 [BT36] days assignments.
37

38 **Subd. 4. Rate of Pay.** Offers of extra days shall be made in writing and agreed to in
39 writing. Extra [BT37] days employment shall be paid for at the rate of 1/171 per day of the
40 faculty member's scheduled salary for that fiscal year for each full day worked.
41

42 **Subd. 5. Limited Access.** No assignment of extra days shall be made to other than
43 unlimited faculty members if currently employed qualified unlimited faculty members are
44 available and willing to accept the assignment. However, if a temporary faculty member
45 holds a position during the year which is so specific as to require continuance during the

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 | extra-[BT38]days period, such faculty member shall be allowed to have the extra days
2 | assigned.
3 |

4 | **Subd. 6. Offers.** Extra days offered shall be scheduled consecutively insofar as is
5 | feasible unless the faculty member and the college president agree to a non-consecutive
6 | schedule. Notification of extra-[BT39]days employment during the summer shall be given
7 | no later than May 1.
8 |

9 | **Section 6. Alternate Calendars.**
10 |

11 | **Subd. 1. Librarians.** If a librarian in a college accepts at least ten (10) or more extra
12 | days during any fiscal year, by mutual consent of the librarian who is offered ten (10) or
13 | more extra days and the administration of the college, the work days of the academic year
14 | may be different from and cover a period longer than the academic year agreed upon for
15 | the college. These days need not be contiguous or consecutive. However, the total
16 | number of days shall be one hundred and seventy-one (171) plus the number of extra
17 | days offered. Offers of extra days employment and/or alternate calendar proposals shall
18 | be made in writing and agreed to in writing. [The ten \(10\) extra day requirement above](#)
19 | [may be amended or altered by mutual agreement of the college and the State MSCF.](#)
20 |

21 | **Subd. 2. Counselors.** If a counselor in a college accepts at least ten (10) extra days
22 | during any fiscal year, by mutual consent of the counselor who is offered ten (10) or
23 | more extra days and the administration of the college, the work days of the academic year
24 | may be different from and cover a period longer than the academic year agreed upon for
25 | the college. These days need not be contiguous or consecutive. However, the total
26 | number of days shall be one hundred and seventy-one (171) plus the number of extra
27 | days offered. Offers of extra days employment and/or alternate calendar proposals shall
28 | be made in writing and agreed to in writing. [The ten \(10\) extra day requirement above](#)
29 | [may be amended or altered by mutual agreement of the college and the State MSCF.](#)
30 |

31 | **Subd. 3. Instructors.** The academic year calendar for an instructor may be different
32 | from the academic year calendar established for the college. The academic year for such
33 | faculty member shall conform to the number of days in the college calendar, and days
34 | may not be scheduled on the MSCF meeting days. The alternate calendar must be
35 | agreeable to the administration, the faculty member and the local grievance
36 | representative.
37 |

38 |
39 | **ARTICLE 11**
40 | **WORK ASSIGNMENTS**
41 |

42 | It is recognized that full-time faculty members normally average forty (40) or more hours per
43 | week in carrying out their professional responsibilities. The reference to forty (40) hours is a
44 | generalization intended for recognition of the many non-assignable duties that faculty members

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 perform. It does not establish a threshold of maximum assignable hours. It is further recognized
2 that a state college faculty member's work assignment includes a number of diverse professional
3 responsibilities. Classroom teaching and other contacts with students form the core of the
4 faculty work assignment. Additionally, professional development and service to the college are
5 the other core components of a faculty member's work assignment. A faculty member will plan
6 to engage in such activities as student advising, course evaluation, classroom preparation, the
7 evaluation of student performance, committee assignments, classroom research and community
8 service as part of the overall work assignment. Some of these activities may be completed off
9 campus. It is also recognized that the work assignments of part-time faculty include similar
10 duties performed on a proportional basis.

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

12
13
14 **Section 1. All Teaching Faculty Workload Provisions.** When making faculty member
15 assignments the administration shall also observe the following general workload provisions for
16 all instructors:

17
18 **Subd. 1. Elapsed Time for Instructors.** Except as provided below, the average daily
19 elapsed time per week from the beginning of the first assignment to the end of the last
20 assignment shall not exceed six (6) hours exclusive of self-assigned office hours. An
21 individual instructor may be assigned a schedule in which the average daily elapsed time
22 per week is increased to a maximum of ten (10) hours if this assignment is necessary to
23 provide the course offerings within a specific program or department. An individual
24 instructor must approve any increase in average daily elapsed time per week. In any
25 case, where a variation is implemented, the administration shall provide in writing to the
26 instructor and to the local grievance representative the reasons why this assignment is
27 necessary and reasonable.
28

29 **Subd. 2. Internship Supervision.** When instructors are assigned to supervise students
30 who are working as interns the workload shall be assigned on a term-to-term basis.
31 However, a full-time instructor may have the assigned credit(s) distributed over the
32 academic year. The calculation shall be made for each term using the following formula:
33 The workload for internship supervision shall be one (1) credit for every seventeen (17)
34 student credits. A student credit shall be defined as one student enrolled for one credit.
35 The resulting actual number of workload credits will be rounded to the nearest one-half
36 (1/2) credit with the lowest possible number being one-half (1/2) credit. An alternate
37 method for compensation may be implemented at the request of either the faculty
38 member or the administration and upon agreement of the faculty member, the college
39 president and the MSCF.
40

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

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1
2 **Subd. 4. Team Teaching.** Team teaching assignments may be made by mutual
3 agreement between faculty and administration. The faculty loads, both credits and
4 contact hours, for instructors involved in team teaching shall be determined prior to the
5 semester in which the course is offered and must be agreed to by the administration and
6 the faculty members involved in the course. In no case may the total faculty credits be
7 fewer than the credits for the course, nor may the total faculty contact hours be fewer
8 than those for students in the course.
9

10 **Subd. 5. Independent Study Assignments.** Independent study assignments shall be
11 defined as the faculty member's supervision and teaching a student of a course that has
12 been approved by the college's [JOW40] regular course approval procedures, or shall be
13 defined as the tutoring of a CBE (Competency Based Education) student. Such
14 supervision and teaching has no scheduled formal lectures or labs and is available by
15 arrangement with an instructor.
16

17 Independent study assignments may be done as a part of the faculty member's semester
18 load or as overload. Because independent study is student initiated, independent study
19 assignments shall not be subject to the summer rotation language contained in Article 10,
20 Section 4.
21

22 A faculty member who supervises/teaches an independent study course shall have his/her
23 workload calculated as one-twelfth (1/12) of one credit for each student credit or CBE
24 unit. A student credit shall be defined as one student enrolled for one credit.
25

26 Independent study may not be used to substitute for course offerings, unless agreed to in
27 writing by the faculty member and administration. Copies of such agreement when the
28 number of students exceeds four (4) students per course per semester will be provided to
29 the MSCF chapter grievance representative and the state MSCF in a timely manner.
30

31 A grievance regarding this Subdivision may be initiated at Step 2. The time limit for any
32 such grievance will begin when written notice is received by either the MSCF chapter
33 grievance representative or the state MSCF.
34

35 **Subd. 6. Tutorial.** The tutorial is for liberal arts and general education courses. Faculty
36 meet with students for one-third (1/3) of a course's credit value while students work
37 independently for the remaining two-thirds (2/3). Faculty are paid two thirds (2/3) of the
38 course credit value. For example, in a three (3) credit course, students sign up for three
39 (3) credits; faculty are paid two (2) credits. The faculty meet with the students one (1)
40 hour per week and give assignments to the students for the remainder of the appropriate
41 Carnegie Unit time.
42

43 The maximum number of students in a tutorial is eight (8). Tutorials can only be offered
44 by mutual agreement of the instructor and the administration and with notice to state

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 MSCF. Tutorials will only be available to unlimited faculty. No more than one (1)
2 tutorial per course can be offered by any given faculty member in any semester.

3
4 Although generally limited to historically liberal arts or general education courses, if
5 there is a case in which a traditionally technical course is appropriate for the tutorial, it
6 may be offered as a tutorial with mutual agreement of the faculty member, the
7 administration and state MSCF.
8

9 **Subd. 6. Professional Accreditation Assignments.** Programs that have professional
10 accreditation requirements dictating extensive faculty monitoring of students on
11 assignment outside the college shall be administered in accordance with the language in
12 this Article, Section 7, Reasonable Credit Equivalence. Criteria such as the number of
13 students served, number of credits, location of sites, number of visits required, and
14 preparation for and evaluation of the educational experience will be considered when
15 determining student contact hours.
16

17 **Subd. 7. Non-Credit Instruction.** When non-credit instruction is assigned as part of an
18 instructor's load up to a full-time load, one (1) Continuing Education Unit (CEU) shall
19 count as two-thirds (2/3) credit for the purpose of load computation.
20

21 **Subd. 8. Class Schedules.** It is understood that faculty members and the college
22 administration shall work collaboratively in the development of schedules. Schedules for
23 each faculty member shall be developed by that faculty member in consultation with the
24 college president or designee, and submitted to the college administration for approval
25 and, if approved, consolidated into a master schedule. In the case of multi-faculty
26 programs and/or disciplines, the faculty member(s) shall first work in consultation with
27 the administration and each other to develop schedules prior to submission to the college
28 administration for approval. The administratively-approved [JOW41] schedule shall be
29 provided to the faculty member in writing and shall include an itemization of all equated
30 credit assignments.
31

32 **Subd. 9. Combined Classes.** This is an assignment to teach two (2) or more courses of
33 different content at the same time. Courses that have different designators or different
34 course numbers or different course titles are courses with different content. Cross listed
35 courses are not considered to be courses with different content. When these assignments
36 are in distance learning the assignment may be made only if agreed to by the instructor.
37 For courses delivered traditionally, management may make such an assignment after
38 consideration of the following conditions:
39

40 A. There must be a demonstrable business reason to do so, and

41
42 B. The combination must not cause a significant loss of course content or student
43 ability to meet course objectives and outcomes, and
44

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 C. The maximum class size shall not exceed the highest maximum of any of the
2 classes that are combined.
3

4 When such an assignment is made, the number of workload credits assigned to the
5 instructor who teaches two (2) combined courses shall be the number of credits of the
6 course with the greatest credits plus one (1) credit. The workload credits for combined
7 classes of three (3) or more courses shall be mutually agreed upon by the administration
8 and the faculty member. These workload credits may be equal to or greater than those
9 which result from the formula above, but may not be fewer, except as specified below.
10

11 With mutual agreement between a faculty member and the administration, a small
12 enrollment/combined class waiver may be granted. This waiver will result in
13 compensation that is determined in a manner different than the compensation calculation
14 of this contract. Credit calculations for small class/combined class waivers shall not be
15 less than one-third (1/3) of the credit calculations of this subdivision. Copies of such
16 agreements will be provided to the state MSCF in a timely manner. The state MSCF may
17 terminate such agreements after written notification to the Office of the Chancellor and
18 the college president. Such terminations are to be effective at the end of the academic
19 year.
20

21 **Subd. 10. Class Size.** The administration at each college shall establish, through the
22 Shared Governance Council, a regulation that sets a reasonable maximum class size for
23 all instruction at the college. Once the regulation is established any change must be
24 considered through the Shared Governance Council at least one (1) semester in advance.
25 There will be no intentional enrollment beyond the maximum class size unless agreed to
26 by the MSCF and the administration. Under exceptional circumstances as determined by
27 the affected faculty member, an instructor may admit two (2) additional students per
28 section.
29

30 **Subd. 11. Advising.** The faculty and college administration acknowledge that student
31 success and retention are enhanced by faculty advising. Effective academic advising
32 includes faculty who guide learners to achieve academic goals. Within the technical
33 programs, a student is assigned an advisor when s/he begins participation in a program. In
34 general education disciplines, the faculty member will advise students in his/her courses.
35 Faculty are expected to guide students to help them succeed academically.
36

37 **Section 2. Teaching Faculty in the Former MCCFA Bargaining Unit.** A faculty member in
38 the former MCCFA bargaining unit may be assigned either the thirty (30) credits per academic
39 year limit or the forty (40) contact hours per academic year limit. Whenever either limit has
40 been reached, the instructor may accept additional credit or contact hour assignments only as
41 overload.
42

43 When making full-time faculty assignments for spring term, the teaching credits and the resulting
44 contact hours shall be assigned before the non-teaching assignments. When making part-time
45 faculty assignments, the credit/contact hour limitations shall be a proration of the fifteen (15)

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 credit or twenty (20) contact hour term limits based on the FTE percentage. When calculating
2 the workload for part-time faculty who have a combination of credits and contact hour
3 assignments, the calculation which produces the higher amount of salary will be used.

4
5 **Subd. 1. Credits.**

	<u>Per Semester</u>	<u>Per Academic Year</u>
6 7 8 9 Credits (assigned to courses 10 or equated credits)	15	30

11
12 An individual instructor may be assigned as many as eighteen (18) credits in a given
13 semester if this assignment is necessary to provide the course offerings within a specific
14 program or department. The total credits assigned for the year shall not exceed thirty
15 (30), and any additional assignments beyond thirty (30) shall be considered overload.

16
17 Upon mutual agreement between the faculty member and the administration, the total
18 credits assigned for the first academic year of two (2) consecutive academic years may be
19 up to twenty-seven (27) credits, and the second academic year may be up to thirty-three
20 (33) credits the following year. This two (2) year averaging of credits may be assigned
21 only under the following condition. The agreement must be provided in writing to the
22 individual instructor prior to spring semester of the first twenty-seven (27) credit
23 academic year with a copy to the local grievance representative. The agreement may also
24 provide for necessary adjustment to the contact hour limitation up to and including
25 twenty-two (22) hours per semester, forty-four (44) hours per academic year and one (1)
26 additional preparation for the second year of the two (2) year cycle.

27
28 **Subd. 2. Contact Hours.**

	<u>Per Semester</u>	<u>Per Academic Year</u>
29 30 31 32 Contact Hours	20	40

33
34 Contact hours above twenty (20), but no more than twenty-five (25) per semester, are
35 allowable by mutual written agreement between the instructor and the college president.
36 However, the forty (40) hours per year limitation shall remain. Part-time faculty contact
37 hour assignments shall be determined on a pro rata basis.

38
39 The twenty (20) or more contact hour limitation may be averaged per week within the
40 semester and/or per semester within the academic year.

41
42 **Subd. 3. Science Laboratory Courses.** Science laboratory courses (chemistry, biology,
43 physics, and natural science) shall be credited on the basis of one (1) credit for each one
44 (1) lecture hour and one (1) credit for each two (2) laboratory hours. Credits for science
45 laboratories shall be averaged over the academic year with totals in odd numbers being

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 rounded to the nearest whole number. For purposes of rounding, .5 shall be rounded up
2 to one (1).
3

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

12 **Subd. 5. Office Hours.** Each instructor shall post and maintain one (1) office hour or
13 one (1) hour of student availability in some other campus location per week for each
14 three (3) credits taught to a maximum of fifteen (15) credits. Additional office hours or
15 student availability may be scheduled at the instructor's option.
16

17 **Subd. 6. Department and/or Division Coordinators.** The college president may
18 establish, through the Shared Governance Council at each college, department and/or
19 division coordinator positions as needed. If such positions are established they shall be
20 based upon the faculty members' community of interest and shall be done in accordance
21 with the following:
22

23 A. **Selection Process.** The faculty members in each department and/or division may
24 annually submit to the college president a list of at least two (2) acceptable candidates
25 for the position of department and/or division coordinator. The college president
26 shall appoint the department and/or division coordinator from among the acceptable
27 candidates. However, if none of these will voluntarily accept the appointment, or if
28 no list is submitted, then the college president may select and appoint no later than
29 May 15 a department and/or division coordinator from the department for a one (1)
30 year term for the following year.
31

32 B. **Responsibilities.** Department and/or division coordinators shall coordinate the
33 activities of the department and/or division, and may responsibly direct other
34 members of the bargaining unit in their department and/or division only, but may not
35 exercise other supervisory responsibilities as defined by M.S. 179A.03, Subd. 17.
36

37 C. **Compensation.** The administration at each college shall establish, through the
38 Shared Governance Council, the tasks and responsibilities that will be assigned to
39 each department and/or division coordinator. After these tasks and responsibilities
40 have been established, a credit equivalence shall be assigned to department, and/or
41 division coordinators for their coordination responsibilities. If there are ten (10) or
42 fewer F.T.E. faculty positions in the department and/or division, the credit
43 equivalence shall be no less than three (3) per semester unless the chapter president,
44 coordinator and college president agree in writing to a lesser amount. If there are
45 more than ten (10) F.T.E. faculty positions in the department and/or division, at least

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 one (1) additional equated credit per semester shall be assigned for each additional
2 ten (10) FTE faculty positions or fraction thereof. Normally, the equated credits will
3 be used in determining release time from other assignments. However, in cases
4 where the release time cannot reasonably be granted without undue disruption of the
5 responsibilities of the department and/or division, the administration may elect to pay
6 for the equated credits as overload pay. Also, the administration may in such cases
7 elect to assign part of the equated credits as release time and the rest as overload pay.
8

9 **D. Overload Limitation.** Department and/or division coordination overload pay may
10 exceed the forty percent (40%) overload limitation; but if it does, such
11 department/division coordinator shall not be eligible for additional overload pay,
12 extra weeks, or summer school.
13

14 **E. Consolidated Campuses:** At consolidated campuses where departments/divisions
15 are combined, an alternate process for designating departments/division and electing
16 chairpersons may be implemented by mutual agreement of the administration and the
17 MSCF. The compensation of the elected chairperson shall be pursuant to the
18 provisions of the faculty member's former unit designation. An alternate method for
19 compensation may be implemented at the request of the faculty member and upon
20 agreement of the college president and the MSCF.
21

22 **Subd. 7. Occupational Program Coordinators.** The college president or designee may
23 determine that an occupational program shall have a coordinator who shall responsibly
24 direct other members of the bargaining unit in the program, but not exercise other
25 supervisory responsibilities as defined in M.S. 179A.03, Subd. 17. Such coordinator
26 shall be selected and appointed by the president, and be given a minimum credit
27 equivalence of three (3) credits per semester, unless the MSCF chapter president,
28 coordinator and college president agree in writing to a lesser amount.
29

30 **Section 3. Teaching Faculty in the former UTCE Bargaining Unit.**
31

32 **Subd. 1. Credits and Contact Hours.** Faculty in the former UTCE bargaining unit may
33 be assigned an annual maximum of up to thirty-two (32) credits or up to twenty-seven
34 (27) contact hours per week. Whenever either limit has been reached the instructor may
35 accept additional credit or contact hour assignments as overload. When making part-time
36 assignments, the credit/contact hour limitation shall be a proration of the FTE.
37

38 The twenty-seven (27) contact hour limit may be averaged per week within a semester
39 and/or per semester within the academic year.
40

41 For purposes of calculating a "student contact hour" one (1) lecture credit equals one (1)
42 weekly student contact hour and one (1) lab credit equals two (2) weekly student contact
43 hour. Two (2) weekly student contact hours in any lab is equal to one (1) lab credit.
44

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 **Subd. 2 Department/Division Chairpersons.** The administration and the MSCF
2 chapter(s) shall designate various departments/division consistent with the college's
3 mission. Designation of departments/divisions shall occur once each year. All faculty
4 members shall be a member of at least one (1) department and/or division. Each
5 designated department/division will have a chairperson according to the following:
6

7 A. **Selection Process.** When such chair positions have been established an election shall
8 be held by the faculty members of each department/division. The two candidates
9 from each division/department receiving the most votes in a secret ballot election
10 shall be submitted to the college president. The college president shall appoint the
11 division/department chairperson from among the acceptable candidates no later than
12 May 15 to a one (1) year term for the following year. However, if none of the
13 candidates will voluntarily accept the appointment, or if no list is submitted, then the
14 college president may select and appoint a department/division chairperson from the
15 department/division for a one year term no later than May 15.
16

17 B. **Duties.** The department/division chairperson shall coordinate the activities of the
18 department/division through a regular consultation with all members of the
19 department/division, the Shared Governance Council and the college president.
20

21 C. **Method of Compensation.** Any faculty member appointed to a position of
22 department/division chairperson may mutually agree with the administration to one of
23 the following: the stipend of two thousand five hundred dollars (\$2,500); release time
24 in addition to the stipend of two thousand five hundred dollars (\$2,500); or release
25 time equal to a minimum of two thousand five hundred dollars (\$2,500) based on the
26 faculty members' annual base salary prorated. Compensation may be shared by up to
27 three (3) faculty members by mutual agreement between the faculty members, the
28 MSCF chapter and the college president or designee.
29

30 D. **Overload Limitation.** Department/division coordination overload pay may exceed
31 the forty percent (40%) overload limitation; but if it does, such department/division
32 coordinator shall not be eligible for additional overload pay, extra weeks, or summer
33 school.
34

35 E. **Consolidated Campuses.** At consolidated campuses where departments/divisions
36 are combined an alternate process for designating departments/divisions and electing
37 chairpersons may be implemented by mutual agreement of the administration and the
38 MSCF. The compensation of the elected chairperson shall be pursuant to the
39 provisions of the faculty member's former unit designation. An alternate method for
40 compensation may be implemented at the request of the faculty member and upon
41 agreement of the college president and the MSCF.
42

43 **Subd. 3. Travel Time.** Compensation for travel will be determined by the following:
44

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

- 1 A. When a faculty member is assigned to travel between campuses or sites on the same
2 day, the travel time shall be applied to the faculty member's student contact hours.
3 The travel time shall be determined by dividing the number of miles between the
4 work locations by fifty (50).
5
- 6 B. When a faculty member is assigned to travel to different campuses or sites on
7 alternating days, mileage compensation will be determined by Article 18 for travel
8 from the faculty member's permanent work location to and from the assigned
9 location.

10
11 **Subd. 4. Preparations for Faculty Teaching General Education Disciplines (See**
12 **Paragraph 2 of 1999 BMS Order).** When possible, without disrupting the normal class
13 offerings, a maximum of three (3) separate class preparations may be assigned. A faculty
14 member normally will not be assigned more than six (6) class preparations for classes of
15 three (3) or more credits in an academic year. More than six (6) class preparations may
16 be assigned with the approval of the individual instructor. When the number of
17 preparations exceeds seven (7), the total credits assigned to the faculty member will be
18 reduced by one (1) credit per each additional preparation.
19

20 **Subd. 5. Office Hours for Faculty Teaching General Education Disciplines (See**
21 **Paragraph 2 of 1999 BMS Order).** Each instructor shall post and maintain one (1)
22 office (1) hour of student availability in his/her office or some other campus location per
23 week for each three (3) credits taught to a maximum of fifteen (15) credits. Additional
24 office hours or student availability may be scheduled at the instructor's option.
25

26 **Subd. 6. Office Hours for Teaching in Other than General Education Disciplines**
27 **(See Paragraph 2 of 1999 BMS Orders).** Each instructor shall post and maintain two
28 (2) office hours of student availability per week on campus outside the instructor's
29 scheduled instructional time. These hours will be scheduled in increments of not less than
30 one-half (½) hour. Additional office hours of student availability may be scheduled at the
31 instructor's option.
32

33 **Section 4. Librarians.** Librarians, by credential field, shall be responsible for the development
34 and implementation of library/media services including summer coverage to support the mission
35 and philosophy of each institution, and to develop, cooperatively with the administration, the
36 goals and objectives for these services prior to the start of each academic year. Librarians on
37 each campus, among themselves, shall develop their methods of implementation for the purpose
38 of accomplishing these goals and objectives. Priority will be given to services necessary to
39 fulfill the educational needs of students and instructional needs of faculty. It is recognized that
40 the quality and quantity of these services will depend upon the availability of staff and other
41 resources. Librarians on each campus, among themselves, after consultation with the
42 administration, shall develop and post their hours of availability. When librarians perform
43 teaching assignments their responsibilities shall be adjusted proportionately. Part-time librarian
44 assignments shall be determined on a pro rata basis.
45

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 **Section 5. Counselors.** All counselors, by credential field, shall be responsible for the
2 development and implementation of the counseling services, including summer coverage, to
3 support the mission and philosophy of each institution and to develop, cooperatively with the
4 administration, the goals and objectives for these services prior to the start of each academic
5 year. Counselors on each campus, among themselves, shall develop their methods of
6 implementation for the purpose of accomplishing these goals and objectives. Priority will be
7 given to services necessary to fulfill the educational needs of students and instructional needs of
8 faculty. It is recognized that the quality and quantity of these services will depend upon the
9 availability of staff and other resources. When counselors perform teaching assignments their
10 responsibilities shall be adjusted proportionately. Part-time counselor assignments shall be
11 determined on a pro rata basis.

12
13 It is further recognized by the parties that:

- 14
15 A. After consultation with the counseling department, the college president or designee
16 decides when and where counseling services necessary to meet the goals and objectives
17 shall be offered.
18
19 B. Counselors on each campus, among themselves, shall decide which individuals shall
20 work to cover the hours set by the college president or designee.
21
22 C. In the event that counselors are unable to decide which individuals shall work to cover
23 the set hours, the college president or designee shall assign individual counselors.
24
25 D. Counselors shall be responsible for scheduling thirty-five (35) hours per week to
26 accomplish the goals and objectives referred to above. When counselors perform
27 teaching assignments, their responsibilities shall be adjusted proportionately. Part-time
28 counselor assignments shall be determined on a pro rata basis.
29

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

41
42 Priority will be given to services necessary to fulfill the educational needs of students and the
43 instructional needs of faculty. It is recognized that the quality and quantity of these services will
44 depend upon the availability of staff and other resources.
45

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 If faculty members have a portion of their assignments in conformity with “Other Assignments”
2 clause, then the balance of their assignment under the counselor, librarian or instructor clauses of
3 the Contract will be reduced proportionately.
4

5 **Section 7. Reasonable Credit Equivalence.** A faculty member may be assigned duties that are
6 not described in this agreement by written mutual agreement among the faculty member, and the
7 college president or designee. Copies of such agreements will be provided to the MSCF chapter
8 grievance representative and the state MSCF in a timely manner. Credit and/or student contact
9 hour equivalencies for the assignment will be determined before the assignment is made. The
10 instructor’s regular workload will be reduced by an equal number of credits/student contact
11 hours. The college administration will schedule the assignment within the parameters described
12 in this Article except by mutual agreement among the faculty member, the state MSCF, and the
13 college president or designee. If an overload condition is created, compensation shall be
14 according to the overload calculation in Article 13, Section 19. A grievance regarding the
15 section may be initiated at step 2. The time limit for any such grievance will begin when the
16 written notice is received by either the MSCF chapter grievance representative or the state
17 MSCF.
18

19 **Section 8. Alternate Delivery.** Whenever possible, the administration will work cooperatively
20 with faculty when assignments for distance learning, combined classes or flex labs are necessary.
21

22 **Subd. 1. Distance Learning.** The intent of distance learning, including tele-courses, is
23 to provide student access to instruction and services. ~~Tapes or other materials~~ Materials
24 developed expressly for distance learning by the faculty may not be reused without the
25 faculty member’s permission. The faculty member shall not be responsible for
26 maintenance of equipment. The terms and conditions of this Contract shall apply to
27 faculty who are ~~providing such services~~ providing distance learning. The intent of this
28 language is to provide one (1) for one (1) workload calculation for all faculty members
29 who teach courses using distance learning delivery systems.
30

31 **Subd. 2. Flex Labs/Individualized Instruction.** These courses are taught on an
32 individualized basis. Workload is based on contact hours.
33

34 **Section 9. Student Activity Assignments.** Student activity assignments to faculty members
35 shall be given equitable credit equivalence on each campus according to the following:
36

<u>Subd. 1. Uniform Assignments</u>	<u>Credit Equivalencies</u>
37	
38	
39 A. <u>Athletics</u>	
40 Football (Head)	7
41 Football (Asst.)	4
42 Wrestling (Head)	7
43 Wrestling (Asst.)	4
44 Baseball	7
45 Volleyball	7

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1	Basketball (Head Women's)	7
2	Basketball (Head Men's)	7
3	Basketball (Asst. Women's)	4
4	Basketball (Asst. Men's)	4
5	Soccer (Women's)	7
6	Soccer (Men's)	7
7	Softball	7
8	Cross Country (Combined)	4.5
9	Cross Country (Men's)	3
10	Cross Country (Women's)	3
11	Golf (Men's)	3
12	Golf (Women's)	3
13	Golf (Combined)	4.5
14	Tennis (Women's)	3
15	Tennis (Men's)	3
16	Tennis (Combined)	4.5

17
18 When the teams are combined because the total participants are fewer than fifteen
19 (15) and the sport is coached by one faculty member, the coaching credit
20 equivalency shall be 4.5 credits. When the number of total participants is fifteen
21 (15) or greater, the teams shall continue as two separate teams at three (3) credits
22 each. In this case, the same faculty member may coach both teams, as assigned.

23
24 When combined teams participate in both men's and women's national
25 tournaments, the additional coaching duties shall be recognized through
26 reasonable credit equivalence (Section 7 of this Article).

27
28 **B. Athletic Coordination** Credit equivalency allocation to be based on number of sports
29 for which there is responsibility, as follows:

<u>Sport</u>	<u>Credit</u>	<u>Equivalencies</u>
31		
32		
33	General Responsibility (Men's)	2 Subtract from total
34	General Responsibility (Women's)	2 the amount received
35	Football (Men's)	2 for football in
36	Volleyball (Women's)	2 summer before the
37	Wrestling (Men's)	2 contract year starts.
38	Basketball (Men's)	2
39	Basketball (Women's)	2
40	Soccer (Men's)	2
41	Soccer (Women's)	2
42	Baseball (Men's)	1.5
43	Softball (Women's)	1.5
44	Cross Country (Combined)	.5
45	Cross Country (Men's)	.5

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1	Cross Country (Women's)	.5
2	Golf (Men's)	.5
3	Golf (Women's)	.5
4	Golf (Combined)	.5
5	Tennis (Women's)	.5
6	Tennis (Men's)	.5
7	Tennis (Combined)	.5

8
9 Athletic coordinators may responsibly direct other members of the bargaining unit
10 in their activity only, and may perform other administrative duties, but may not
11 exercise other supervisory responsibility as defined in M.S. 179A.03, Subd. 17.
12

13 **C. Theater**

- 14
- | | | |
|----|---------------------|--|
| 15 | 1. Major Production | Seven (7) credits per major
16 production to be divided as
17 appropriate by and between
18 the director and the technical
19 director(s), at the request of
20 the director. |
| 21 | | |
| 22 | 2. Minor Production | Four (4) credits per minor
23 production, to be divided as
24 appropriate by and between
25 the director and the technical
26 director. |
- 27

28 **D. Music**

- 29
- | | | |
|----|-----------------------|---|
| 30 | 1. Major Group | Five (5) credits per semester; or a minimum
31 of two hundred (200) minutes per week,
32 rehearses a minimum of four (4) times per
33 week, and has a minimum of one (1) major
34 performance per semester. |
| 35 | | |
| 36 | 2. Intermediate Group | Four (4) credits per semester; or a minimum
37 of one hundred-fifty (150) minutes per week
38 rehearses a minimum of three (3) times per
39 week, and has at least one (1) major
40 performance per semester. |
| 41 | | |
| 42 | 3. Minor Group | Three (3) credits per semester; or a
43 minimum of one hundred (100) minutes per
44 week rehearses a minimum of two (2) times |

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

per week, and has at least one (1) major performance per semester.

4. Specialty Group Credits determined under non uniform assignments; group does not meet the specifications of 1. 2. or 3. above.

The number of rehearsals shall be a part of the course outline as approved by the Academic Affairs and Standards Council. For music activities, the credit equivalency of the instructor will not be affected by the extent to which students do or do not receive credit for participation.

E. Publications

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

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

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

<u>Assignment</u>	<u>Total Compensation</u>
Campus Club Advisor	Not less than \$500.00 each academic year
Cheerleader Advisor	Not less than \$175.00 each academic year
Student Senate Advisor	A minimum of \$1,400.00 and up to

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

		<u>\$2,000.00 each academic year</u>
<u>Supervision of a student club activity on a night or weekend</u>		<u>\$100.00 per day plus expenses</u>

The above assignments are based on mutual agreement between the faculty member and the college administration and must be approved in advance. These assignments may be shared by two (2) or more faculty members; however, the total compensation for shared advisory duties shall be divided. The dollar amounts in the table above represent the total compensation for the indicated advising responsibilities. Compensation will be appropriately prorated if a faculty member performs a partial assignment.

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

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

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

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

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

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

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

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

Extended Days: “Extended Days” refers to days earned for credits delivered in excess of the base contract.

Credit Equivalence: “Credit Equivalence” shall be reasonable and may be calculated as a proportion of the 30 or 32-credit load or as a proportion of the days worked.

Section 2. Management Program Faculty Workload. This section establishes a workload for delivery of management credits by management program faculty. All other provisions of this Contract that are not contained in this section shall remain in full force and effect.

Management faculty shall be awarded an initial contract for one of the following: a part-time contract, a base contract, or a base contract plus extended days. An initial contract shall be awarded by administration based on the faculty member’s earned contract days and /or credit equivalency in the previous fiscal year. The initial contract will be calculated on or before June 15, and the faculty member will be informed of the contract length prior to the end of the current fiscal year. Contracts shall be calculated by totaling the days earned from the charts in Subd. 1. and Subd. 2. of this section.

Subd. 1. Management Faculty Credit Expectation for Base Contract. Registered management credits shall be used in determining management faculty workload. Credit expectations for the management faculty base contracts are as follows:

Contract Expectations up to Base	Credits Per Day
Up to 171 days	
Farm Business Management	2.03
Sparsity Farm Business Management	1.79
Small Business Management	1.79
Computerizing Small Business	1.79
Specialty Crop Management	1.79
Lamb & Wool Management	1.79
Contract Length (Days) = Registered Credits Credits Per Day	

Subd. 2. Management Faculty Credit Expectation for Extended Days. Registered management credits generated in the current year in excess of the base shall be used to calculate extended days for the current year. Total workload for the delivery of

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

management credits including base and extended days shall be limited to a maximum of 1.4 FTE. Credit expectations for extended days for management faculty are as follows:

1
2
3
4
5
6
7
8
9

Extended Day Credit Expectations	Credits Per Day
Level 1: 172 days to 205 days	
Farm Business Management	2.25
Sparsity Farm Business Management	2.00
Small Business Management	2.00
Computerizing Small Business	2.00
Specialty Crop Management	2.00
Lamb & Wool Management	2.00
Contract Length (Days) = Registered Credits Credits Per Day	

10
11

Extended Day Credit Expectations	Credits Per Day
Level 2: 206 days to 239 days	
Farm Business Management	2.75
Sparsity Farm Business Management	2.50
Small Business Management	2.50
Computerizing Small Business	2.50
Specialty Crop Management	2.50
Lamb & Wool Management	2.50
Contract Length (Days) = Registered Credits Credits Per Day	

12
13
14
15
16
17
18
19
20
21

Subd. 3. Work Schedule. The number of duty days in the base contract for management faculty shall be as specified in Article 10 of this Contract. On or before July 1 of each year, the management faculty shall submit for approval to the college president or designee a schedule of workdays for the initial contract up to a maximum of 205 days. This schedule shall include student contact days and all duty days assigned by administration including regularly scheduled department/division meetings. The schedule may be modified as needed by the management faculty with prior approval of the college president or designee.

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 **Section 3. Contract Adjustments.** A review of registered credits shall be made January 15 and
2 April 15 to determine if an adjustment to the faculty member's contract is needed.
3

4 **Subd. 1. Contract Adjustment Increases.** If the registered credits are more than the
5 initial contract expectation, management shall make an appropriate adjustment to faculty
6 pay.
7

8 **Subd. 2. Contract Adjustment Decrease.** If the registered credits are less than the
9 initial contract expectation, management may make an appropriate adjustment to faculty
10 pay. This adjustment shall not reduce the contract below the base or initial part-time
11 contract level.
12

13 **Subd. 3. Payment.** Salary adjustments shall be made on or before the second full pay
14 period following the contract adjustment.
15

16 **Section 4. Final Calculation.** A final calculation of additional workload for the current year
17 will be made according to registered credits at the close of the business day on June 30. If the
18 credit level exceeds the workload level determined in the previous contract adjustment,
19 additional extended days will be awarded, up to a maximum contract length of the 239 days.
20

21 **Subd. 1. Payment.** Salary adjustments will be made on or before the second full pay
22 period following the final calculation.
23

24 **Section 5. Management Faculty New to a Program or Site.** A probationary management
25 faculty member is expected to reach the initial contract credit expectation by the end of his/her
26 third year. The administration may allow unlimited faculty new to a program site flexibility in
27 meeting the base contract credit expectation. Probationary and unlimited faculty, new to a
28 program or site, shall be awarded extended days according to the same guidelines established for
29 other management faculty.
30

31 When time is needed to establish/expand the program, administration may award extended days
32 beyond what is earned.
33

34 **Section 6. Full-time Status for Unlimited Faculty.** Unlimited faculty are considered full-time
35 if the credits delivered are at least ninety-five percent (95%) of the base expectation.
36

37 **ARTICLE 13**
38 **WAGES**
39

40 The evaluation of each faculty member's credentials for initial salary schedule placement in
41 accordance with this Contract will be conducted in the ~~Office of the Chancellors~~
42 office [JOW43]. Each applicant who is offered employment shall, at the time of the offer, be so
43 notified in writing and shall be required to complete the salary schedule placement application
44 forms. The faculty member and the MSCF's designee shall be notified concurrently in writing of

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

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

8
9 Step placement for any faculty member shall be determined and implemented at the beginning of
10 any semester or of the extra days that precede the semester.

11
12
13 **Section 1. Initial Step Placement.** Credit for full-time teaching experience and/or relevant
14 work experience, (as determined by the college president or designee), shall be granted on a one
15 (1) for one (1) basis according to the aggregate of experience. Credit for secondary (grades 7-
16 12) and post-secondary teaching experience shall be granted regardless of the discipline area of
17 teaching. Effective July 1, 2004, credit for elementary (grades K-6) teaching experience shall be
18 granted for faculty hired in the areas of reading, child development, and education. Full-time
19 appropriate employment for one (1) academic year shall count as one (1) year of experience and
20 all time worked may be counted, but in no instance can more than one (1) year of experience
21 credit be earned in a fiscal year. A faculty member with one (1) year of experience shall be
22 placed on the salary schedule at a minimum of step two. Credit for military experience shall be
23 granted only in cases where the faculty member leaves the college for military service and
24 returns to the college after completion of the service and then shall be on a one (1) for one (1)
25 basis.

26
27 **Subd 1. Step Limits.** The initial step placement shall reflect the number of years of
28 experience for which credit is given on the salary schedule and will be determined at the
29 college. The aggregate sum of experience shall be rounded up to the next salary step. For
30 example: 1.5 years of experience equals step 02; 5.25 years of experience equals step 06;
31 4.00 years of experience equals step 05. Except as noted in Subd. 3. below, initial step
32 placement shall not exceed:

34	Column I	-	Step 13
35	Column II	-	Step 11
36	Column III	-	Step 9
37	Column IV	-	Step 8
38	Column V	-	Step 7

39
40 **Subd. 2. Placement for Re-employed Temporary Part-time, Converted Temporary**
41 **Full-time and Adjunct Faculty.** Temporary part-time and converted temporary full-time
42 faculty who have had a break in service (defined as no assignments for four (4) or more
43 consecutive semesters) and are re-employed shall not exceed the step limits.

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 A faculty member who has relevant interim work experience shall be placed on the salary
2 schedule as if he/she had been employed and shall include any salary schedule reformatting
3 and/or renumbering. The relevant interim work experience shall be credited on a one (1) year
4 for one (1) step basis. If no such interim work experience has occurred, the faculty member
5 will be placed on the salary schedule where he/she was at the time of separation and include
6 any salary schedule reformatting and/or renumbering.

7
8 An adjunct faculty member whose previous employment was limited to the per-credit rate of
9 pay shall upon receiving a probationary appointment be given credit for all appropriate
10 experience including work in the state colleges and the state universities subject to the step
11 placement limiters contained in Subd. 1 of this section.

12
13
14 **Subd 3. Exceptions to the Maximum Placement.** Initial step placement may exceed the
15 step limits when:

16
17 A. A college takes over a program from another institution and also employs the faculty
18 member(s) in the program. Such faculty member cannot be placed higher than one step
19 above his/her former base salary.

20
21 B. Faculty member(s) who have previously been employed by the state colleges as unlimited
22 full-time, unlimited part-time or temporary full-time faculty are re-employed. Such
23 faculty members shall be placed on the salary schedule and include any salary schedule
24 reformatting and/or renumbering, as if their step movement had not been interrupted if
25 the faculty member has relevant interim work experience. Relevant interim work
26 experience shall be credited on a one (1) year for one (1) step basis. If no such interim
27 work experience has occurred, then the faculty member will be placed on the salary
28 schedule where he/she was at the time of separation and include any salary schedule
29 reformatting and/or renumbering.

30
31 C. The MSCF and the ~~Office of the Chancellors~~system office have mutually agreed upon a
32 waiver as ~~requested~~ by the college administration.

33
34 **Subd. 4. Job Market Stress.** Between January 1 and January 15 of each year,
35 representatives from MSCF and the ~~Office of the Chancellors~~system office shall meet and
36 mutually agree on disciplines/program areas that are suffering job market stress. For those
37 disciplines/program areas identified, the step placement process shall be waived and new
38 hires may be placed on any step within the appropriate column.

39
40 **Section 2. Column Placement.** Column placement shall reflect the amount of preparation for
41 which credit is given. Column placement for new faculty members shall be established at the
42 ~~Office of the Chancellors~~system office and shall go into effect at the beginning of employment.
43 An average grade of "B" must be maintained.

44
45 **Subd 1. Definition of Columns.**

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1
2 **Column I.** All faculty members who do not possess the academic credentials described
3 below shall be placed on Column I.
4

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

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

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

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

19 **Subd. 2. In Credential Field and Advanced Degrees and Credits.** Credits will be
20 counted as "in-credential field" when:
21

22 A. The college department offering the course has the same name as the assignment or
23 credential field of the faculty member.
24

25 B. The course title indicates that the course is intended for the faculty member's assignment
26 or credential field.
27

28 C. The course description states that the course is intended specifically for the assignment or
29 credential field.
30

31 D. The faculty member has received written pre-approval from the college president or
32 designee. A copy of the approval shall be forwarded to the ~~Office of the~~
33 [Chancellor's system office](#) and MSCF. The written pre-approval of specific courses for
34 individuals will not set a precedent at the college or system wide.
35

36 E. In the case of librarians, up to eight (8) graduate semester (twelve (12) graduate quarter)
37 credits in a combination of two (2) or more academic disciplines may be counted "in
38 credential field" for movement to Column IV, and up to ten (10) graduate semester
39 (fifteen (15) graduate quarter) credits in a combination of two (2) or more academic
40 disciplines may be counted as "in credential field" for movement to Column V.
41

42 F. Faculty who are consistently assigned in a discipline other than in their credential field(s)
43 shall be granted "in-credential field" credit for graduate credits in the discipline of the
44 other assignment(s). For this purpose, "consistently" shall be defined as at least one
45 course per semester for two or more academic years and the college president verifies

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 that the assignment will continue.
2

3 G. Undergraduate credits, if approved by the ~~Office of the Chancellor~~ system office prior to
4 enrollment in ~~the~~ course, shall be counted as “in-credential field” graduate credit.
5

6 H. When the name of the assignment or credential field area of a faculty member is not the
7 same as that of an academic department such as history, sociology, etc., and is an
8 assignment or credential field which cuts across disciplinary lines, then the determination
9 as to which credits will count as “in-credential field” for such a faculty member will be
10 made by the ~~Office of the Chancellor~~ system office.
11

12 I. A Master’s degree in Education, Curriculum and Instruction, Vocational Education or
13 equivalent shall be considered “in-credential field” for all instructors who teach in an
14 occupational or technical area in which there is no advanced degree available.
15

16 J. Advanced professional degrees may substitute for the master's degree for column
17 movement beyond Column III if all other requirements are met. A faculty member with
18 an assignment or a credential field of Accounting with a C.P.A. or a C.M.A. shall be
19 placed on Column III when the faculty member holds a bachelor’s degree in accounting,
20 but will have to meet the other requirements for Column IV and Column V.
21

22 K. Credits will be considered to be graduate-level credits if such credits are granted by a
23 recognized institution of higher education that grants graduate level degrees and the
24 faculty member was granted graduate credit for the courses.
25

26 L. Professional school credits may count as graduate credits if they are in the credential field
27 of the faculty member.
28

29 **Section 3. Column Change and Documentation.** When a faculty member applies, the
30 application for a column change shall be reviewed on the basis of additional education, training
31 and/or experiences gained after original placement or the previous column change. The ~~Office of~~
32 the Chancellor system office shall review the application. When verified, a column change shall
33 be granted.
34

35 **Subd. 1. Eligibility to Advance a Column.** A column change may be made at the start of
36 any semester or of the extra days or weeks that precede the semester. A column change may
37 be made by the completion of academic requirements as required for the column. A column
38 change must be documented and established as follows:
39

40 A. The faculty member must provide to the college human resources designee a written
41 statement of intent to change columns, with either copies of official transcripts to
42 document a column change or a written statement verifying that requirements for a
43 column change have been completed prior to the start of the semester. This material shall

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 be delivered to the college human resources designee before the start of such semester or
2 sent by certified mail prior to the start of such semester.
3

4 B. When documentation for a column change is provided to and a column change is verified
5 by the ~~Office of the Chancellors~~ system office, the salary of the faculty member will be
6 adjusted accordingly and such adjustment will apply retroactively to the start of the
7 faculty member's assignment for the semester referred to in paragraph A- [TB44]above or
8 the weeks attached to such semester.
9

10 C. Column changes based on changes of assignment or credential field may occur at the
11 beginning of any academic semester.
12

13 D. A change of the assignment or credential field shall not result in a decrease in pay for a
14 faculty member.
15

16 E. Column changes based on five (5) year licensure renewal shall occur at the beginning of
17 the semester, or extra days that are part of the fall semester, immediately following the
18 renewal.
19

20 **Subd. 2. Credits for In-Credential Field for Occupational and Technical Areas.** Current
21 faculty members will be granted "in-credential field" without any limitation if the credits are
22 "in field" or a part of a pre-approved degree or pre-approved on a course-by-course basis.
23

24 A. If the faculty member holds a master's degree, then only graduate courses "in-credential
25 field" will be approved, when "in-credential field" graduate courses are available. If "in-
26 credential field" graduate courses are not available, then pre-approved other graduate
27 courses or relevant pre-approved undergraduate courses will be granted.
28

29 B. If the faculty member holds a bachelor's degree, then pre-approved graduate courses
30 required for a master's degree in Education, Vocational Education, or Curriculum and
31 Instruction will be granted.
32

33 C. If the faculty member does not hold a master's degree, then pre-approved relevant
34 undergraduate courses will be granted.
35

36 **Subd. 3. Licensed Faculty Members on Column I or Column II.** Faculty members who
37 are placed on Column I or on Column II shall be granted a column change from either
38 Column I to Column II or from Column II to Column III upon completion of the
39 requirements for and the issuance of a renewed five (5) year license. The column change
40 shall be granted in accordance with Subd. 1 above upon verification of the license having
41 been issued.

42 Faculty members who hold more than one license will be able to use this provision only once
43 during a five year period.
44

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 **Section 4. Awards for Excellence.** ~~Effective July 1, 2009, this section shall be suspended~~
2 ~~through June 30, 2011.~~ At the discretion of the college president or designee, a faculty member
3 may be granted an award for excellence of up to ~~five~~two thousand ~~five-hundred~~
4 (~~5,000~~2,500), subject to the following limitations:
5

- 6 A. A faculty member or a group of faculty members seeking consideration for an award for
7 excellence will submit a written proposal that has been approved by the individual's or
8 individuals' supervising administrator(s) to a college award for excellence committee.
9 The proposal must specifically delineate either: a.) performance objectives to be
10 achieved during an identified period of time that are above and beyond the normal
11 requirements of the individual's position(s), and a method of assessing the outcome; or
12 b.) special project goals during an identified period of time, and a method of assessing the
13 outcome. The committee will be composed of an equal number of college administrators
14 appointed by the college president or designee and MSCF faculty members appointed by
15 the MSCF chapter president. The committee may accept, reject or make suggestions on
16 how to improve the proposal to make it acceptable. Rejected proposals and proposals
17 with improvement suggestions shall be returned to the proposer(s). In the event the
18 committee is deadlocked the proposal shall be forwarded, with supporting
19 documentation, to the college president or designee for a decision.
20
- 21 B. Proposals deemed acceptable by the committee will be forwarded to the college president
22 or designee, who may approve the proposal. At the time of approval, the college
23 president shall identify the monetary award to be paid upon successful completion of the
24 proposal. Approval of the college president or designee must be received prior to
25 initiation of the plan.
26
- 27 C. Each college may propose additional reasonable and necessary written guidelines, for this
28 committee's use after review by the faculty Shared Governance Council.
29
- 30 D. Failure to complete the objectives and/or goals of the project shall result in no award for
31 excellence being given but shall not be cause for any discipline or loss of professional
32 advantage.
33
- 34 E. Upon completion of the objectives and/or goals of the proposal, the faculty member(s)
35 will provide written notice to the committee and describe how the objectives and/or goals
36 have been achieved. The committee will meet and prepare a written recommendation for
37 the college president or designee whether or not to issue an award for excellence. The
38 committee shall keep minutes of its meetings and post them.
39
- 40 F. The^[JOW45] college president or designee may accept or reject the committee's
41 recommendation if the recommendation is neutral or negative. If the recommendation is
42 positive, the college president or designee shall authorize payment.
43

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

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G. This payment will be in the form of a one-time lump sum payment, and it will not be added to the faculty member's base salary. This lump sum payment shall be exempt from the forty percent (40%) overload salary maximum.

~~F.H.~~ Work done for an Award for Excellence is excluded from hiring practices calculation.

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2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

Section 5. ~~2009—2011~~2011-2013 Salary Schedule. The salary schedule for the ~~2009-2010~~ 2011-2012 and ~~2010-2011~~2012-2013 academic years, to be effective July 1, ~~2009~~12, shall be as follows:

STEPS	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
01	33,500	37,000	40,500	44,000	47,500
02	35,250	38,750	42,250	45,750	49,250
03	37,000	40,500	44,000	47,500	51,000
04	38,750	42,250	45,750	49,250	52,750
05	40,500	44,000	47,500	51,000	54,500
06	42,250	45,750	49,250	52,750	56,250
07	44,000	47,500	51,000	54,500	58,000
08	45,750	49,250	52,750	56,250	59,750
09	47,500	51,000	54,500	58,000	61,500
10	49,250	52,750	56,250	59,750	63,250
11	51,000	54,500	58,000	61,500	65,000
12	52,750	56,250	59,750	63,250	68,500
13	54,500	58,000	61,500	65,000	
14	56,250	59,750	63,250	68,500	
15	58,000	61,500	65,000		
16	59,750	63,250	68,500		
17	61,500	65,000			
18	63,250	68,500			
19	65,000				
20	68,500				

Effective July 1, 2012, a faculty member who is employed during the 2012-2013 academic year and paid via the salary schedule and is not at the top shall receive a \$3,500^[JOW46] base increase or the appropriate proration thereof.

This increase shall be ~~effected~~affected as^[JOW47] 2 step advancements for faculty who can move two steps.

Faculty on the penultimate step move to the top. Faculty at the step below the penultimate step move onto the penultimate step as “in progress,” e.g., the \$3,500^[JOW48] ^[TB49]base improvement moves them up one step and onto and partially up the penultimate step. These faculty remain “in progress” on that step unless future bargaining results in further step movement for them.

Faculty at the top of the salary schedule above will receive a base improvement of two thousand four hundred dollars (\$2,400.00) with no increase in steps. The total base salary shall equal seventy thousand nine hundred dollars (\$70,900.00). Such faculty are now “above the top.” They will have no expectation of further steps unless such steps are the result of future

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 bargaining. In JOW501 addition, the faculty at the top of the salary schedule will receive a lump
2 sum payment of one-thousand five hundred dollars (\$1,500.00) which will not be added to the
3 faculty member's base pay.
4
5

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

10
11 **Section 7. Miscellaneous Wages.** Non-credit teaching, if not part of assigned load, shall be
12 paid to faculty members on the same basis as to others with like assignments.
13

14 Honoraria and/or stipends may be mutually agreed to by the faculty member and the college
15 administration for purposes of special project work, extracurricular activities, etc. ~~if the amount~~
16 ~~is equal to or less than five hundred dollars (\$500) for each occurrence.~~ Faculty members shall
17 not earn more than one thousand dollars (\$1000) in any fiscal year. Such payments shall be
18 exempt from the forty percent (40%) overload salary maximum. These wages may be paid as
19 discrete, mutually agreed, nonteaching assignments which do not rise to reasonable credit
20 equivalence. As such, they are excluded from hiring practices
21

22 **Section 8. PSEO/Concurrent Enrollment.** Payment for assignments for mentoring/monitoring
23 instruction in the college/high school credit programs shall be paid on a pro rata credit equivalent
24 basis. In no case shall an individual who does not meet minimum qualifications in the credential
25 field of the course be assigned to mentor or do similar work. Mentors for these programs shall be
26 compensated at the rate of one (1) credit for the first time an instructor is mentored in a course
27 and one-half (1/2) credit each successive time.
28

29 **Section 9. Life/Work Experience Evaluation and Test Outs.** A faculty member who agrees to
30 evaluate a student's life/work experience application for the purpose of college credit shall be
31 paid at the rate of twenty-five (\$25) per lecture credit and fifty dollars (\$50) per lab credit.
32

33 A faculty member who agrees to conduct student test outs for the purpose of acquiring college
34 credit without participating in the regular class shall be paid at the rate of twenty-five (\$25) per
35 lecture credit and fifty dollars (\$50) per lab credit.
36

37 **Section 10. Extended Contracts.** Extended contracts or extra days worked prior to July 1 shall
38 be compensated on the previous academic year base salary. Extended contracts or extra days
39 worked on or after July 1 shall be compensated based on the subsequent academic year base
40 salary.
41

42 **Section 11. Summer Session Wages.** Faculty members employed for the summer session(s)
43 shall be paid on the basis of the number of credits taught. Unlimited full-time and unlimited
44 part-time faculty members, and temporary part-time/full-time faculty members teaching more

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 than three (3) credits for the summer session, shall be paid a proration of the faculty member's
2 salary schedule for the previous academic year.

3
4 **Section 12. Temporary Part-time and Adjunct Faculty Wages.** Prior to accepting a part-time
5 appointment, the applicant(s) shall provide the college with information pertaining to current or
6 anticipated employment at another state college.

7
8 **Subd. 1. Temporary Part-time.** Temporary part-time faculty members teaching five (5) or
9 more credits per semester during an academic year shall be paid a proration of the
10 appropriate position on the salary schedule for that academic year. Temporary part-time
11 contracts shall be semester by semester.

12
13 **Subd. 2. Adjunct.** Adjunct faculty members who teach fewer than five (5) credits per
14 semester will be compensated at the rate of five hundred and twenty-five dollars (\$525) to
15 one thousand two hundred dollars (\$1,200) per semester credit. If a temporary or adjunct
16 faculty member is rehired as an adjunct for a subsequent year, the faculty member shall be
17 entitled to a minimum increase of one hundred dollars (\$100) per credit up to the maximum
18 of one thousand two hundred dollars (\$1,200). An assignment in an academic year qualifies
19 the faculty member to move up the pay increase progression if the faculty member is hired in
20 any subsequent academic year. Current temporary or adjunct faculty will not be reduced in
21 the wage per credit and will be granted a minimum increase of one hundred dollars (\$100) if
22 employed as an adjunct in any subsequent year.

23
24 **Section 13. Unlimited Part-time Wages.** Unlimited part-time faculty members shall be paid a
25 proration of the appropriate position on the salary schedule for all work assigned. Unlimited
26 part-time faculty members will be paid according to credits taught on a semester by semester
27 basis. If the workload in each semester is essentially equal, unlimited part-time faculty members
28 may choose to be paid equally over nine (9) or twelve (12) months. Unlimited part-time faculty
29 members whose assignments do not meet their minimum guaranteed appointment shall be
30 compensated for the balance of their appointment in the spring semester. However, unlimited
31 part-time faculty members may be given additional assignments consistent with Article 11 to
32 meet the minimum guaranteed appointment.

33
34 **Section 14. Substitute Wages.** Faculty members who are included in the MSCF bargaining
35 unit and are assigned to provide substitute services shall be paid according to the following:

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

39
40 **Subd. 2.** Faculty members who are assigned to provide substitute services for short-term
41 absences where there are no or minimal responsibilities outside the classroom shall be paid
42 an hourly rate that is established by first dividing the individual annual base salary amount by
43 one hundred and seventy-one (171) days and then dividing the quotient by seven (7) hours.

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 The amount paid shall be for the actual number of hours assigned. Short term substitute
2 wages shall not count against the overload maximum.
3

4 **Subd. 3.** Faculty members who are assigned to provide full substitute services
5 commensurate to the duties of the faculty member being replaced shall be paid by FTE of the
6 work provided.
7

8 **Subd. 4.** An assignment to substitute may cause a faculty member to move from the per-
9 credit rate to a pro rata salary schedule pay level.
10

11 **Section 15. Applied Music.**
12

13 **Subd. 1. Credit Equivalency.** Part-time music instructors who also teach applied music
14 during the academic year will receive credit equivalency of one (1) credit for every five (5)
15 students with each student being equal to one-fifth (1/5) of a credit.
16

17 **Subd. 2. Private Lesson Rate.** Applied music instruction provided by part-time instructors
18 who teach only applied music shall be paid at the rate of at least \$127.50 per semester for
19 each one half (1/2) hour lesson per week.
20

21 **Subd. 3. Uniform Application.** The applied music instruction pay rate shall be applied
22 uniformly at the college.
23

24 **Section 16. Coaching Salaries.** Coaches and assistant coaches shall receive pro rata pay when
25 coaching a student activity whose credit equivalency exceeds three (3) credits. The credits
26 allocated may be distributed over two (2) semesters whenever the actual season of the activity
27 occurs over two (2) semesters. When a student activity has more than one (1) assistant coach
28 assigned, the credit equivalency will be divided between/among coaches to reflect the
29 assignment. Individuals who volunteer to assist during college athletic practices and/or events
30 shall not be identified as coaches or assistant coaches.
31

32 **Section 17. Overload Assignments and Overload Salary Maximum.**
33

34 A. An overload assignment shall be defined as any assignment to a faculty member that
35 exceeds the workload assignment limitations in this contract^{JOW51][TB52]}. Overload
36 assignments must be mutually agreed upon between the faculty member and the college
37 president or designee.
38

39 B. The total payment for non-credit teaching, summer school teaching, overload, and extra
40 days shall not exceed forty percent (40%) of the faculty member's schedule salary, except
41 in cases where the conditions of an outside grant requires additional days, or except as
42 specified in Article 11, Section 2, Subd. 6. D. and Section 3, Subd. 2. D. The one
43 hundred forty percent (140%) total for a given year refers to the academic year and
44 overload pay and/or the extra days assigned during the fiscal year in which the academic
45 year occurs.

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1
2 C. When offered to a full-time unlimited instructor, overload shall first be offered to full-
3 time unlimited instructors within the credential field, except where provisions of a grant
4 require an exception to this provision.
5

6 D. The exceptions in paragraph B. above shall include grants and honoraria, including those
7 from college foundations, that faculty apply for competitively and that are dispersed
8 through payroll.
9

10 E. The activities listed in paragraphs B. and D. above must be non-student contact. C.B.E.
11 evaluation payments, life/work experience evaluation and test out payments, customized
12 training compensation, short-term substitute faculty work, and honoraria/stipend
13 payments in accordance with Section 7. above shall not count toward the overload
14 restriction. The guiding principle is that whenever assignments require student contact,
15 approval for exception to the forty percent (40%) restriction must be granted prior to the
16 assignment.
17

18 **Section 18. Health/Dental Expense Accounts.** The Employer agrees to provide insurance
19 eligible faculty members with the option to pay for the employee portion of health and dental
20 premiums on a pretax basis as permitted by law or regulation. The Employer also agrees to allow
21 faculty members to cover co-payments, deductibles and other medical and dental expenses or
22 expenses for services not covered by health or dental insurance as permitted by law or regulation,
23 up to a maximum of five thousand dollars (\$5,000) per insurance year.
24

25 **Section 19. Dependent Care Expense Account.** The Employer agrees to provide insurance-
26 eligible faculty members with the option to participate in a dependent care reimbursement
27 program for work-related dependent care expenses on a pretax basis as permitted by law or
28 regulation.
29

30 **Section 20. Other Pre-tax Expense Account.** The Employer agrees to provide faculty
31 members with the option to participate in an expense account for payment of parking fees and
32 transit expenses on a pretax basis as permitted by law or regulation.
33

34 **Section 21. Appeals.** Any grievances filed under this article shall be filed initially at step 2 of
35 the grievance procedure consistent with time limits provided therein.
36
37

38 **ARTICLE 14**
39 **LEAVES OF ABSENCE WITH PAY**
40

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

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1
2 **Section 2. Communicating Absence.** A faculty member who finds it necessary to be absent
3 shall communicate with the state college official to whom the faculty member is responsible, in
4 accordance with college policy, in advance whenever possible.
5

6 **Section 3. Sick Leave.** Upon initial employment each full-time faculty member shall be
7 credited with twenty (20) days of sick leave allowance. At the beginning of the third academic
8 year of employment and each academic year thereafter, each full-time faculty member shall be
9 credited with ten (10) days of sick leave allowance to be used for approved absences necessitated
10 by reason of illness or injury, by necessity for dental or medical care, by exposure to contagious
11 disease so that attendance on duty may endanger the health of other faculty members or the
12 public, or the illness of the faculty member's spouse, minor children, or parent, or spouse's
13 parents, and other residents of the faculty member's household for such periods as the faculty
14 member's attendance shall be necessary. Sick leave credited to a faculty member in advance is
15 earned at the rate of ten (10) days per academic year. If a faculty member separates and has used
16 more sick leave than has been earned, such faculty member shall reimburse the Employer for any
17 such overpayment.
18

19 **Subd. 1. Birth or Adoption Leave.** A faculty member shall be granted up to five (5)
20 days, charged against sick leave, for the birth of a child or placement of an adoptive or
21 foster child.
22

23 **Subd. 2. Accumulation of Sick Leave.** Unused sick leave may be accumulated to a
24 maximum of one hundred and twelve (112) days. Sick leave earned over the maximum
25 will be considered lapsed but shall be recorded to the faculty member's credit. In the
26 event that a faculty member with an illness exhausts the current accumulated sick leave
27 and has lapsed sick leave recorded to the faculty member's credit, additional sick leave
28 shall be granted by the college president upon valid medical documentation, to the extent
29 required by the faculty member's illness, but not to exceed the total amount of lapsed sick
30 leave.
31

32 **Subd. 3. Maternity Use of Sick Leave.** Sick leave may be used for maternity-related
33 disability. The length of time shall be limited to the number of days that the attending
34 physician certifies is maternity-related or the number of accumulated sick leave days,
35 whichever is less.
36

37 **Subd. 4. Sick Leave Usage.** Sick leave may be taken in full day or one-half (1/2) day
38 increments. Faculty who have accrued a fractional day other than one-half (1/2) day may
39 also use that fractional day.
40

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

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1
2 **Subd. 6. Reinstatement of Sick Leave.** A faculty member who is reinstated or re-
3 appointed to the Minnesota State Colleges within four (4) years from the date of
4 resignation or retirement may, at the Employer's discretion, have the accumulated but
5 unused sick leave balance restored and posted to the faculty member's credit provided
6 such sick leave was accrued in accord with the provisions of this contract. However,
7 upon reinstatement or rehire, a faculty member who received severance pay shall have
8 sick leave restored in an amount equal to the sick leave balance not liquidated as
9 severance pay at the time of separation or may buy back the total amount of sick leave
10 previously paid off as severance by paying the college at the time of reinstatement or
11 rehire the gross amount of dollars previously paid out.
12

13 **Section 4. Bereavement Leave.** A faculty member shall be granted up to five (5) days of
14 approved leave as necessary for bereavement purposes. Bereavement leave of up to five (5) days
15 shall not be deducted from sick leave in the event of death in the immediate family or of death of
16 any individual who is named a beneficiary in the individual's retirement program. The term
17 "immediate family" shall mean: spouse, parents, parents of spouse, guardian, children,
18 grandchildren, brothers, sisters, grandparents or wards of the faculty member or of the faculty
19 member's spouse or other residents of the faculty member's household. If additional
20 bereavement leave is requested beyond the five (5) days for an "immediate family" member, the
21 approved bereavement leave shall be deducted from sick leave. Upon consultation with the
22 administration, bereavement leave for a faculty member for a person of a close relationship may
23 also be approved and deducted from sick leave.
24

25 **Section 5. Personal Leave.** Each full-time faculty member shall accrue two (2) days of
26 personal leave per academic year. Such leave shall be credited at the beginning of each
27 academic year provided that the total accumulated personal leave does not exceed ten (10) days.
28

29 A faculty member may use no more than three (3) days in any semester. However, if approved
30 by the college president a fourth and/or fifth day may be used. Prior approval may only be
31 required if more than ten per cent (10%) of the faculty at a campus request personal leave on any
32 given day.
33

34 Personal leave may be taken in full day or one-half (1/2) day increments. Faculty members who
35 have accrued a fractional day other than a one-half (1/2) day may also use that fractional day.
36

37 **Section 6. Pro Rata.** The provisions of Section 3. Sick Leave, Section 4. Bereavement Leave,
38 and Section 5. Personal Leave, above shall apply on a pro rata basis to all unlimited part-time
39 and temporary part-time faculty members.
40

41 **Section 7. Advanced Degree or Certification Leave.** Upon application, a faculty member
42 shall receive a leave of up to five (5) days to take written or oral exams for an advanced degree
43 or certification.
44

45 **Section 8. Legal Leave.**

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1
2 **Subd. 1. Jury Leave.** A faculty member shall be excused from work for jury service.
3 For the duration of such leave the faculty member shall be paid his/her regular pay. The
4 faculty member will retain payments received for jury service.
5

6 **Subd. 2. Court Appearance Leave.** Leave shall be granted for appearance before a
7 court, legislative committee, or other judicial or quasi-judicial bodies in response to a
8 subpoena or other direction of proper authority for job related purposes other than those
9 initiated by the employee or the exclusive representative. Leave shall also be granted for
10 attendance in court in connection with a faculty member's official duty, which shall
11 include any necessary travel time. Such faculty member shall be paid his/her regular rate
12 of pay but shall remit to his/her college the amount received, exclusive of expenses, for
13 serving as a witness, as required by the court.
14

15 **Section 9. Military Leave.** Up to fifteen (15) working days leave per calendar year shall be
16 granted to members of a reserve force of the United States or of the State of Minnesota and who
17 are ordered by the appropriate authorities to attend a training program or perform any other
18 duties under the supervision of the United States or of the State of Minnesota during the period
19 of such activity.
20

21 **Section 10. Accounting of Leave Status.** At the end of each fiscal year, an accounting of sick,
22 personal and unpaid leave status will be provided to each unlimited faculty member by the
23 faculty member's college. Upon request, temporary full-time and temporary part-time faculty
24 members shall also receive an accounting of their accrued leave.
25

26 **Section 11. Leave Benefit Accumulations.** Leave benefit accumulations accrued on the basis
27 of service prior to the signing of this contract shall be retained by the faculty member after such
28 signing.
29

30 **ARTICLE 15**
31 **LEAVES OF ABSENCE WITHOUT PAY**
32

33 **Section 1. Benefits.** A faculty member on an unpaid leave of absence that exceeds ten (10)
34 working days duration shall:
35

- 36 A. Be reinstated to his/her original position or to a position of similar status and pay.
37
38 B. Retain seniority accrual, salary and benefit status and other advantages accrued prior to
39 taking the leave.
40
41 C. Not accrue or use sick leave or personal leave during the period of the unpaid leave.
42
43 D. Not receive service credit toward fulfillment of his/her probationary period.
44

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 E. Be eligible to continue benefits provided by this Contract at his/her own expense during
2 the leave of absence.
3

4 An unlimited faculty member who is granted an unpaid leave for up to one (1) full academic
5 semester shall, upon return, be placed on the salary schedule as if the faculty member's service
6 had been continuous in the system. Such faculty member must request use of this provision prior
7 to or immediately upon returning from the leave, and may be granted this provision once only
8 during the faculty member's career with the Employer. Such one (1) semester shall also be
9 counted as continuous service for purposes of seniority and service to count towards sabbatical
10 leave eligibility.
11

12 **Section 2. Military Leave.** Leave shall be granted to a faculty member who enters into active
13 military service in the armed forces of the United States for the period of military service, not to
14 exceed four (4) years, plus such additional time in each case as such a faculty member may be
15 required to serve pursuant to law.
16

17 **Section 3. Parenting Leave.** Faculty members are entitled to unpaid parenting leave under the
18 following conditions:
19

20 **Subd. 1. Eligibility.** The college administration shall grant parenting leave without pay
21 to any faculty member who requests such leave for the purpose of providing parental care
22 to his or her newborn, newly adopted, or newly foster-care placed child or children. The
23 faculty member must commence this leave within two (2) years of the birth or adoption
24 or placement of the foster child.
25

26 **Subd. 2. Duration.** A faculty member may take a parenting leave of up to one (1) year
27 by notifying the college administration in writing stating the beginning date and length of
28 the requested leave. The request for parenting leave shall be submitted at least six (6)
29 weeks before the effective beginning date, except in the event of an emergency.
30

31 **Subd. 3. Extension.** The faculty member may elect to extend the parenting leave for an
32 additional six (6) months by notifying the college administration of this election in
33 writing. The faculty member's election to extend the leave shall be submitted at least six
34 (6) weeks before the ending date of the previously scheduled parenting leave.
35

36 **Subd. 4. Return from Leave.** In the event of interruption of pregnancy or cancellation
37 of adoption or foster care placement, the faculty member may cancel parenting leave, if it
38 has not already commenced. If the leave has commenced, the faculty member may return
39 to duty early in the event of interruption of the pregnancy or cancellation of adoption or
40 foster care placement upon giving six (6) weeks written notice to the college
41 administration.
42

43 **Subd. 5. Leave Synchronization.** The initial leave or subsequent extension may be
44 adjusted by the college president to the next natural academic schedule break following
45 the scheduled ending date of the initial leave or subsequent extension of that leave.

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1
2 **Subd. 6. Mutual Agreement.** The provisions of this section may be altered by mutual
3 agreement among the college president, the faculty member, and MSCF.
4

5 **Subd. 7. FMLA.** In the event a parenting leave granted under this Section qualifies for a
6 leave under the Family Medical Leave Act of 1993 (FMLA) the leaves shall run
7 concurrently and the faculty member shall be entitled to any benefits under the FMLA for
8 which s/he is eligible.
9

10 **Section 4. General Leave.** A faculty member shall be considered for a general leave that the
11 college administration may grant under the following conditions:
12

13 **Subd. 1. Duration.** A general leave of absence shall be for a maximum of one (1) year.
14 Upon request of the faculty member, up to two (2) one (1) year extensions of the leave
15 may be granted by the college administration. The college administration shall not
16 arbitrarily deny a faculty member's request for a general leave or an extension thereof.
17 Leave for personal emergencies will be granted.
18

19 **Subd. 2. Notice.** Except in the case of an emergency, a faculty member must give two
20 (2) months notice^[JOW53] when applying for a general leave or for an extension of the
21 general leave. A faculty member's failure to return from the leave shall constitute a
22 voluntary resignation and the faculty member shall be severed from state service.
23

24 **Subd. 3. Mutual Agreement.** The provisions of this section may be altered by mutual
25 agreement among the college president, the faculty member, and MSCF.
26

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

37 **Section 5. Extended Leaves of Absence.** Full-time employees who are eligible and apply for
38 extended leave under M.S. 136F.43, Subd. 2. (a full-time faculty member who has been
39 employed by the state college and/or Minnesota State Colleges and Universities Board of
40 Trustees for at least five (5) years and has at least ten (10) years of allowable service as defined
41 in M.S. 354.05 Subd.13.) may be granted a leave without pay of at least three (3) years, but no
42 more than five (5) years. An extended leave of absence pursuant to this section may be granted
43 only once. Denials of such leaves shall not be arbitrary, unreasonable or discriminatory.
44 Pursuant to M.S. 354.094, the state shall pay Employer contributions into the fund for each year
45 for which a member who is on extended leave pays employee contributions into the fund. Such

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 contribution shall be based on the schedule salary amount the faculty member received in the
2 year immediately preceding the leave. In accordance with M.S. 136F.43, Subd. 5., the faculty
3 member will be placed back on the salary schedule at the same column and step the faculty
4 member was on at the time the leave was granted.

5
6 **Section 6. Religious Holidays.** Any faculty member who observes a religious holiday on a day
7 that does not fall on a Sunday or a legal holiday shall be entitled to such day off from
8 employment for such observance. Such day off shall be taken without pay, except where the
9 faculty member has unused personal leave, and in that case such day may be charged against the
10 personal leave of the faculty member upon request of the faculty member. The faculty member
11 shall notify the college in writing at least ten (10) days prior to the absence.

12
13 **ARTICLE 16**
14 **SICK LEAVE LIQUIDATION AND**
15 **FACULTY RETIREMENT PROVISIONS**

16
17 **Section 1. Sick Leave Liquidation.** A sick leave liquidation payment shall be granted to all
18 faculty members under the following provisions:

19 **Subd. 1. Eligibility.**

- 20
21
22 A. All faculty members who have completed twenty (20) years of continuous service
23 shall receive a sick leave liquidation payment upon separation from state service.
24
25 B. All faculty members who are separated by reason of death shall receive a sick leave
26 liquidation payment. Such payment shall be made to the beneficiary designated by
27 the faculty member under the Minnesota Teacher's Retirement Association or
28 Individual Retirement Account Plan.
29
30 C. All unlimited full-time and unlimited part-time faculty members who are laid off
31 from service in the state colleges shall receive a sick leave liquidation payment.
32
33 D. Faculty members who separate from state service after ten (10) years of continuous
34 state service and whose combined years of service and age equal to or greater than
35 sixty-eight (68) shall also receive a sick leave liquidation payment.
36

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

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 pursuant to Subd. 1. A., C., and D. above shall receive a lump sum payment during the
2 pay period immediately following their last pay period.
3

4 **Subd. 3. Reinstatement.** Should any faculty member who has received a sick leave
5 liquidation payment be subsequently reappointed to state service, eligibility for future a
6 sick leave liquidation payment shall be computed upon the difference between the
7 amount of accumulated but unused sick leave restored to the faculty member's credit at
8 the time the faculty member was reappointed and the amount of accumulated but unused
9 sick leave at the time of the faculty member's subsequent eligibility for a sick leave
10 liquidation payment. However, if the faculty member has bought back the total amount
11 of sick leave previously paid off as sick leave liquidation pay, eligibility for future sick
12 leave liquidation pay shall be computed upon the amount of accumulated but unused sick
13 leave to the faculty member's credit at the time of the faculty member's subsequent
14 eligibility for a sick leave liquidation payment.
15

16 **Subd. 4. Age at Separation.** A faculty member who retires at the end of the academic
17 year will be considered to have retired as of the following July 1 for purposes of a sick
18 leave liquidation payment.
19

20 **Section 2. Early Retirement Incentive (for Former MCCFA Bargaining Unit Members).**
21

22 **Subd. 1. Sunset Provision.** Faculty members hired after June 30, 1995, shall not be
23 eligible for this early retirement incentive.
24

25 **Subd. 2. Eligibility.** In addition to the provisions of Section 1., any faculty member who
26 has served at least fifteen (15) years in the MCCFA bargaining unit, and is at least fifty-
27 five (55) years of age shall be eligible for early separation. Individual applications for
28 early retirement incentive will only be granted where it can be shown that the specific
29 application would prevent a layoff, allow the recall of a laid off faculty member and/or
30 would result in a cost savings to the system.
31

32 **Subd. 3. Compensation.** An eligible faculty member who elects early separation
33 through resignation or early retirement shall receive compensation equal to base salary.
34 An eligible faculty member who elects such early separation shall receive compensation
35 equal to base salary minus twenty percent (20%) of base salary for each year beyond age
36 sixty (60). The faculty member shall receive the compensation in two (2) equal annual
37 payments: the first upon separation and the second in the following year or on other
38 reasonable terms as conveyed by the faculty member and accepted by the administration.
39

40 **Subd. 4. Maintenance of Benefits.** The separated faculty member shall have the right
41 to continue, at the Employer's expense, health insurance benefits for one (1) year after
42 separation.
43

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 **Subd. 5. Early Separation.** Persons choosing early separation shall have eligibility for
2 early retirement payments determined in accordance with appropriate statutes and
3 regulations.
4

5 **Subd. 6. EEOC Window.** An MSCF faculty member older than age sixty (60) when
6 s/he completes the applicable service requirement in Subd. 2. above will also be eligible
7 to receive the full benefit of the early retirement incentive in Subd. 3. above if s/he:
8

9 A. Applies within one hundred and eighty (180) days of meeting the service
10 requirement, and
11

12 B. Separates no later than one hundred and eighty (180) days following the date of
13 application for the benefit.
14

15 Any faculty member eligible under this subdivision who does not elect early retirement
16 during the window but chooses to apply later will be compensated in accordance with the
17 applicable early retirement incentive provision outlined above.
18

19 **Section 3. Enhanced Sick Leave Liquidation Pay (for Former UTCE Bargaining Unit**
20 **Members).**
21

22 **Subd. 1. Eligibility.** Faculty members hired prior to July 1, 1995 who have reached age
23 fifty-five (55) shall be eligible for enhanced sick leave liquidation pay under the
24 following provisions:
25

26 A. All eligible faculty members who have a total of fifteen (15) years of service shall be
27 granted enhanced sick leave liquidation pay upon permanent separation from state
28 service.
29

30 B. All eligible faculty members who are separated by reason of death shall receive
31 enhanced sick leave liquidation pay. Such payment shall be made to the beneficiary
32 designated by the faculty member under the Minnesota Teacher's Retirement
33 Association, retirement plan in a city of the first class, or Individual Retirement
34 Account Plan.
35

36 C. All eligible unlimited full-time and unlimited part-time faculty members who are laid
37 off from service in the technical colleges shall receive enhanced sick leave liquidation
38 pay.
39

40 D. All eligible faculty members who retire from state service after ten (10) years of
41 continuous state service and who are immediately entitled at the time of retirement to
42 receive an annuity under a state retirement program shall, notwithstanding an election
43 to defer payment of the annuity, also receive enhanced sick leave liquidation pay.
44

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 **Subd. 2. Benefits.** The faculty member shall receive enhanced sick leave liquidation
2 pay in an amount equal to fifty percent (50%) of the faculty member's accumulated but
3 unused sick leave balance (not to exceed one hundred twelve (112) days) plus twelve and
4 a half percent (12 ½%) of the faculty member's accumulated but lapsed unused sick leave
5 times the faculty member's regular daily rate of pay at the time of separation. If
6 necessary, accumulated but unused bank days shall be added to the sick leave balance to
7 attain one hundred twelve (112) days maximum.
8

9 **Subd. 3. Payment of Benefits.** The faculty member shall receive the enhanced sick
10 leave payment in two (2) equal installments: the first upon separation and the second on
11 the first pay period following the one (1) year anniversary of the faculty member's date
12 of separation.
13

14 **Subd. 4. Reinstatement.** Should any faculty member who has received basic or
15 enhanced sick leave liquidation pay be subsequently re-appointed to state service,
16 eligibility for future sick leave liquidation pay shall be computed upon the difference
17 between the amount of accumulated but unused sick leave restored to the faculty
18 member's credit at the time the faculty member was re-appointed and the amount of
19 accumulated but unused sick leave at the time of the faculty member's subsequent
20 eligibility for basic or enhanced sick leave liquidation pay. However, if the faculty
21 member has bought back the total amount of sick leave previously paid off as sick leave
22 liquidation pay, eligibility for future sick leave liquidation pay shall be computed upon
23 the amount of accumulated but unused sick leave top the faculty member's credit at the
24 time of the faculty member's subsequent eligibility for sick leave liquidation pay.
25

26 **Section 4. Retirement Incentive Grandparent Clause for Former UTCE Bargaining Unit**
27 **Members.**
28

29 **Subd. 1. Eligibility.** Unlimited faculty members who as of July 1, 1995, have served at
30 least ten (10) years in Minnesota Technical College(s) and/or in a K-12 district(s) which
31 was the Employer for a technical college, shall be eligible for the retirement incentive
32 and severance except for post age sixty-five (65) insurance. The aggregate from the
33 above-described Employers shall be considered as single eligibility for the purposes of
34 this section where no break in service occurred. This section shall include Farm Business
35 Management (FBM), Small Business Management (SBM), or any other instructor who
36 became the employee of a technical college when a program was transferred, or is
37 transferred, to a technical college from a K-12 district.
38

39 **Subd. 2. Choices.** Those faculty who have ten (10) years of service as defined above by
40 July 1, [1995][OW54][TB55] will have a choice at the time of retirement to choose the early
41 retirement and severance provisions of their member district 1993-1995 contract from
42 which they transferred to the state on July 1, 1995, or the enhanced severance pay as
43 provided in Section 3. above. In no event, however, will a faculty member be allowed to
44 receive Employer provided health insurance beyond age sixty-five (65). The Employer

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 contribution shall continue at the Employer dollar contribution in effect on the date of
2 retirement.
3

4 **Subd. 3. EEOC Window.** An MSCF faculty member older than age fifty-five (55),
5 who met the ten (10) year service requirement as defined in this Section by July 1, 1995
6 will also be eligible to receive the full benefit of the applicable retirement incentive of the
7 former 1993-95 technical college/school district contract if s/he:
8

9 A. Applies within one hundred and eighty (180) days of meeting the age and service
10 requirement, and
11

12 B. Separates no later than one hundred and eighty (180) days following the date of
13 application for the benefit.
14

15 Any faculty member eligible under this subdivision who does not elect early retirement
16 during the window but chooses to apply later will be compensated in accordance with the
17 applicable early retirement incentive provision outlined in this Section or in Section 3.
18 above.
19

20 **Subd. 4. Payment of Benefits.** Faculty members shall receive compensation for the
21 benefits outlined in this section in three (3) equal payments: the first upon separation, the
22 second on or about the first anniversary of separation and the remainder the following
23 year not later than one day prior to the second anniversary of separation.
24

25 **Section 5. Supplemental Retirement.** The Employer shall make a contribution in an amount
26 equal to the deductions made from the faculty member's salary. Deductions shall begin in the
27 faculty member's third year of employment.
28

29 Faculty members may withdraw their supplemental retirement funds in accordance with state and
30 federal laws and with State Board of Investment or other third-party provider requirements, if
31 applicable.
32

33 **Subd. 1. Amount of Deduction.** Pursuant to M.S. 136.80, 136.81 and 356.24, the
34 Employer shall deduct from the salary of full-time faculty members a sum equal to five
35 percent (5%) of the annual salary paid after the first six thousand dollars (\$6,000) up to a
36 maximum of two thousand five hundred dollars (\$2,500) for all eligible faculty members
37 in the MSCF bargaining unit during the 2009-2010 and 2010-2011 academic years to be
38 paid into the Minnesota State Colleges and Universities Supplemental Retirement
39 Account of the retirement fund.
40

41 **Subd. 2. New Hires.** Faculty members who become eligible for this benefit during the
42 life of this Contract shall receive the benefits in Subd. 1. above.
43

44 **Section 6. Phased Retirement Program.**
45

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 **Subd. 1. Eligibility.** Pursuant to M.S. 354.66, 354A.094 or 354B.31 unlimited full-time
2 faculty members who are fifty-five (55) years of age, and who have at least ten (10) FTE
3 years of service credit in Minnesota state colleges shall be granted, upon application a
4 phased retirement subject to the provisions below.
5

6 In order for the phased retirement program to be easily understood and administered, the
7 MSCF and the Employer are in agreement to the following provisions:
8

9 **Subd. 2. Application Procedure.** Faculty members who are eligible may request in
10 writing to take part in the phased retirement program. Such written request shall be
11 submitted prior to the end of fall semester in the academic year prior to the year the
12 reduction is going to start. The length of the phased retirement period and the faculty
13 member's annual workload shall be mutually agreed to by the faculty member and the
14 college president, subject to the limitations in Subd. 3. below. If the parties are unable to
15 reach mutual agreement on the faculty member's request, the request will be granted
16 unless, the college can demonstrate that approving a portion or all of an individual's
17 phased retirement proposal would pose a unique and undue burden on the institution.
18 Each application and any subsequent request for a change will be considered on a case-
19 by-case basis. The agreed upon arrangements shall be made in writing between the
20 faculty member and the college president. Faculty members who are considering a
21 sabbatical during phased retirement should include such intention in the program
22 application. A copy of the phased retirement agreement shall be forwarded to the
23 chancellor's designee and the MSCF.
24

25 **Subd. 3. Terms of Program.** The phased retirement agreement must meet the
26 following terms:
27

28 A. A length of time no less than one (1) year and no more than six (6) years.
29

30 B. An annual workload no less than .40 FTE and no more than .80 FTE.
31

32 The level of reduction and the length of time of phased retirement may change upon
33 mutual agreement of the faculty member and the college president. At the end of the
34 phased retirement period the faculty member must retire from the Minnesota State
35 Colleges and Universities system, unless circumstances give cause for the faculty
36 member and the college president to end the phased retirement program early and the
37 faculty member returns to full-time employment. Faculty members who are in a phased
38 retirement program shall be counted as full-time for the purpose of meeting the hiring
39 practices requirements contained in Article 20 of this contract.
40

41 The calculation of workload shall be in credits for faculty who teach plus a percentage of
42 additional days beyond the student contact time required. An example of the application
43 of this provision would mean that a fifty percent (50%) phased retirement plan would
44 require that the faculty member teach fifty percent (50%) of the maximum load as

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 outlined in Article 11 and be responsible for fifty percent (50%) of the administratively
2 assigned duty days regardless of the length of the semester.
3

4 **Subd. 4. Benefits.** The faculty member shall continue to receive insurance benefits and
5 payment toward Teacher's Retirement Account or IRAP as if working full-time. Any
6 faculty member contributions toward insurance premiums will continue to be deducted
7 from the faculty members paycheck. The faculty member shall be directly responsible
8 for payment of the faculty member's portion of TRA or IRAP. Faculty members who are
9 on phased retirement shall be treated as if they are regular full-time faculty when
10 calculating early retirement benefits and severance pay benefits.
11

12 A. Faculty members who are on phased retirement shall receive sick leave and personal
13 leave on a pro rata basis, i.e. if the phased retirement contract is for eighty percent
14 (80%), then the faculty member will be granted eight (8) days of sick leave and one
15 point six (1.6) personal leave days.
16

17 B. Faculty members are urged to select the twenty (20) pay option during the year prior
18 to phased retirement and continuing during the phased retirement program.
19

20 C. Overload restrictions shall be determined for a faculty member on phased retirement
21 based on the actual pay received during the fiscal year prior to the first year of a
22 phased retirement program.
23

24 D. Normal summer session rotation rights shall be maintained.
25

26 E. Faculty members shall maintain eligibility for a sabbatical and the benefits shall be
27 the same as for full-time faculty. Any remaining FTE needed to qualify during
28 phased retirement shall accrue on a pro rata basis. The return requirement shall also
29 be satisfied on a pro rata basis. The return requirement must be reachable in the plan
30 in order to be eligible for the sabbatical leave.
31

32 **Subd. 5. Limits on Access.** The number of faculty members at each college who will be
33 granted this option shall be limited to seven percent (7%) of the number of unlimited full-
34 time faculty at the college or one (1), whichever is greater. Except in single person
35 programs/departments, no more than fifty percent (50%) of the employees in a credential
36 field may access the phased retirement program. If more applications are received than
37 the seven percent (7%) limit or the fifty percent (50%) department limit, the approvals
38 shall be granted on a seniority basis, with the most senior applicants being granted first.
39 In the event the campus limit is reached, an applicant in excess may be granted the
40 phased retirement program if the president and the Employer agree to the request. The
41 seven percent (7%) limit will be established each year and shall not be cumulative. The
42 actual numbers may change based on the roster changes each year.
43

44 **Section 7. Health Care Savings Plan (HCSP).**
45

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 **Subd. 1. Eligibility.** All faculty members who have been employed with the Minnesota
2 State Colleges and Universities System or its predecessors for at least ten (10) years shall
3 participate in the Health Care Savings Plan (HCSP) in accordance with Subd. 2. below.
4

5 **Subd. 2. Methodology.** Sick leave liquidation/severance payments received on or after
6 the implementation date of this Contract shall be paid in cash if the payment is being
7 made because of the death or layoff of the faculty member, or if the gross amount of a
8 payment to be paid under this Article is less than one thousand dollars \$1,000. Fifty
9 percent (50%) of any other sick leave liquidation/severance payment made after the
10 implementation of this contract shall be transferred to a Health Care Savings (HCSP)
11 Account established under Minnesota Statutes 352.98. With the remaining fifty percent
12 (50%), faculty members may work with the college human resources office to have this
13 cash payout rolled directly into a tax-deferred account of the faculty members' choosing.
14

15 Sick leave liquidation/severance payments for the purpose of this section shall mean the
16 cash payments provided for in Sections 1, 3, and 4 of this Article. Any provision
17 contained in Section 4 of this Article that relates to the health insurance premiums shall
18 not be considered as a severance payment.
19

20 **ARTICLE 17**
21 **PROFESSIONAL DEVELOPMENT**

22
23 **Section 1. College Level Funds.** Each college will allocate faculty development funds at the
24 rate of two hundred fifty dollars (\$250) per each full-time equivalent faculty position at the
25 college during the preceding academic year. The MSCF chapter shall determine an equitable
26 procedure for the distribution of faculty development funds.
27

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

36 The committee may carry over a portion of the funds not used in one academic year to the next
37 academic year as follows:
38

39 As of June 30, 2003, funds carried over from one academic year to the next academic year may
40 not exceed one-third (1/3) of the college's total faculty development funds provided by this
41 section for that year.
42

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

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

4
5 Nothing in this section shall preclude the local MSCF chapter from proposing to spend faculty
6 development funds on joint activities with other groups at the college. Upon mutual written
7 agreement, the MSCF chapter president and college president may agree to another method for
8 determination of the use of college level development funds.

9
10 **Section 2. System Level Faculty Development Funds.** For each fiscal year of this contract,
11 the Employer will allocate a pro rata share of the funds identified in the budget as “staff
12 development” for faculty development. Such funds will be used to provide statewide or regional
13 conferences, workshops and other activities for the staff development of faculty members. The
14 joint committee for faculty development comprised of at least three (3) faculty members
15 appointed by the MSCF and at least three (3) administrators appointed by the Chancellor shall
16 aid and advise the Chancellor or designee in the use of these funds.

17
18 **Section 3. Sabbatical Backlog Fund.** The parties agree to establish and maintain a sabbatical
19 backlog fund in the amount of ~~two hundred ten thousand dollars (\$210,000)~~ four hundred twenty
20 thousand dollars (\$420,000). The purpose of this fund is to support additional sabbatical leaves
21 beyond those generated by the formula at colleges with a significant backlog of eligible
22 applicants. Each year, following the awarding of sabbatical leaves through the process set forth
23 in Section 4., Subd. 1., colleges with two or more approved applicants who did not receive
24 sabbatical leaves are eligible for these funds.

25
26 The funds shall be allocated by a committee of three (3) MSCF members, who are appointed by
27 the MSCF president, and an administrator, appointed by the Chancellor or designee. The
28 committee shall consider the seniority and eligibility of applicants as well as the current and
29 potential backlog situations and staffing needs of each college.

30
31 Each allocation of ~~thirty thousand dollars (\$30,000)~~ sixty thousand dollars (\$60,000) to a college
32 shall cause the college to award one additional sabbatical.

33
34 **Section 4. Sabbatical Leave.** The purpose of sabbatical leaves is to give faculty members the
35 opportunity to secure additional education, training, or experience which will make them better
36 prepared for carrying out their college assignments, and will support the professional
37 development of the faculty, the development needs of academic departments or areas, and the
38 planned instructional priorities of the college/system mission.

39
40 No sick leave or personal leave shall be accumulated or credited to a faculty member during a
41 sabbatical leave.

42
43
44 **Subd. 1. Sabbatical Leave Criteria.** A sabbatical leave shall be granted to unlimited full-
45 time, temporary full-time and unlimited part-time faculty who meet the following criteria:

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

- 1
2 A. The applicant must have continuously served the equivalent of six (6) or more academic
3 years in the Minnesota state colleges with an aggregate of twelve (12) semesters of actual
4 service without having been granted such an experience.

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

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

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

- 23
24 B. The faculty member has submitted a plan for a sabbatical leave that is designed to serve
25 the purpose described above.

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

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

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

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

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

7
8 At a consolidated college, the unused sabbaticals from either former unit may be used by
9 the other former unit.

10
11 **Subd. 2. Application Procedure.** Application for a sabbatical leave shall be submitted to
12 the college president or designee between October 24 and November 15 in the year preceding
13 the academic year during which the faculty member is planning to initiate the sabbatical.
14 The application must be delivered to the college president or designee by November 15 or
15 mailed by certified mail not later than November 15 to be considered. Notification of
16 approval or rejection will be provided by the college president or designee no later than
17 January 15.

18
19 If a faculty member desires to change the substance of the plan that was previously approved
20 by the college president or designee, the faculty member shall submit an amended plan to the
21 college president. If the president fails to approve the amended plan, the faculty member
22 may submit an alternative plan(s).

23
24 **Subd. 3. Selection of Applicants.** If the number of applicants in a given college exceeds
25 the number of sabbatical leaves generated by the calculation contained in Subd.1.E. above,
26 approval will be granted to those who have the greatest number of continuous years of
27 full-time equivalent service based on the date of employment or the date of return after the
28 last sabbatical leave, whichever is most recent. In the event of a tie, the sabbatical leave will
29 be awarded to the applicant with the greatest system wide seniority. Then, if a tie still exists,
30 the tie shall be broken by the flip of a coin. At the request of either party, the tie shall be
31 broken in the presence of an MSCF representative.

32
33 If there are no sabbaticals available, the applicants may, at their option, fill vacancies created
34 by cancellations at their college in order of descending number of years of service. In case of
35 ties, selection will be made in accordance with the tie-breaker procedure above. Applicants
36 must make a separate application each year that they wish to be considered for a sabbatical
37 leave.

38
39 **Subd. 4. Additional Sabbatical Leaves.** If requested by a college president and agreed to
40 by the Office of the Chancellor and the MSCF, additional sabbatical leaves may be approved.
41 If a tie still exists, the tie shall be broken by a flip of the coin. At the request of either party,
42 the tie shall be broken in the presence of an#[TB56] MSCF representative.

43
44 **Subd. 5. Refusal of An Approved Sabbatical Leave.** When a sabbatical leave is granted
45 and the faculty member wishes to refuse it, the faculty member may make a written request

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 to the college president stating this fact. The college president shall submit this request along
2 with a recommendation to the Chancellor or designee for approval. If the Chancellor or
3 designee grants the request, the faculty member shall forfeit eligibility for a sabbatical leave
4 until such faculty member has served the equivalent of four (4) more full-time academic
5 years in the state colleges as a full-time or unlimited part-time faculty member without a
6 break in service unless the Chancellor or designee chooses to waive this requirement. The
7 determination of whether or not the four (4) year waiting period will apply shall be made at
8 the time the refusal is approved. Any semester interrupted by thirty (30) or more working
9 days of unpaid leave shall not count toward the four (4) year requirement. This total shall be
10 achieved prior to the commencement of the sabbatical leave.

11
12 **Subd. 6. Prior Service Time.** Time spent in the former UTCE and MCCFA bargaining
13 units shall be carried forward and included in the calculation of service eligibility for
14 sabbatical leaves in this Contract.

15
16 **Subd. 7. Sabbatical Return Requirements.** A faculty member who has taken a sabbatical
17 leave shall be required to return to her/his college for at least one (1) academic year of
18 service. If the faculty member refuses to do so, the faculty member will be required to repay
19 the salary that was paid by the Employer during the sabbatical leave unless the Chancellor or
20 designee chooses to waive this requirement because of special circumstances. The
21 repayment shall be completed no later than the beginning of the academic semester in which
22 the faculty member was expected to return.

23
24 Upon returning from the sabbatical leave, the faculty member shall submit a written
25 description of plan activities undertaken during the sabbatical leave.

26
27 **Subd. 8. Sabbatical Leave Benefits.** Sabbatical leaves may be granted for one (1) or two
28 (2) consecutive semesters in an academic year with full base salary for one (1) semester or
29 with two-thirds (2/3) of base salary for two semesters. The second sabbatical, if for a full-
30 year, will be at eighty percent (80%) base salary, and any subsequent sabbaticals, if for a full-
31 year, will be at ninety percent (90%) of base salary. The first sabbatical does not have to be a
32 full-year sabbatical to qualify for the eighty percent (80%) benefit during the second
33 sabbatical. The second sabbatical does not have to be a full-year sabbatical to qualify for the
34 ninety percent (90%) benefit during the third sabbatical. In the case of unlimited part-time
35 faculty "full base salary" shall be the average of the salary for the three (3) years prior to the
36 sabbatical year. This calculation shall not affect the faculty members' minimum guarantee.

37
38 Effective for faculty hired into an unlimited position on or after July 1, 2008, sabbaticals will
39 be paid at eighty percent (80%) of base salary for full year sabbaticals and one hundred
40 percent (100%) for one semester sabbaticals. All new hires include: TFT conversions and
41 former TPT/Adjunct and Customized Training faculty who are newly appointed to an
42 unlimited position.

43
44 Faculty members on sabbatical may accept scholarships, fellowships, grants or employment
45 during the leave.

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1
2 Time spent on sabbatical leave shall be counted as continuous service for all purposes for
3 which continuous service is a factor in the Minnesota state colleges.
4

5 **Section 5. Faculty Internships.** An unlimited faculty member may apply for an internship
6 under the following conditions:
7

8 **Subd. 1. Purpose.** The purpose of internship is to give faculty members the opportunity to
9 update and enhance the faculty member's technical background, job knowledge, or teaching
10 skills.
11

12 **Subd. 2. Benefits.** For internships that are assigned as part of the faculty member's regular
13 duty days, the faculty member shall receive his or her regular pay and benefits. For
14 internships that are not part of the faculty member's regular duty days, the faculty member
15 shall receive a stipend of one hundred and fifty dollars (\$150) per day.
16

17 **Subd. 3. Selection of Applicants.** A committee jointly appointed by the Shared
18 Governance Council and the college president will determine eligible applicants based on the
19 purposes stated in Subd.1 above. The list of eligible applicants shall be forwarded to the
20 college president or designee. Notification of approval or rejection will be given by the
21 college president or designee to all applicants.
22

23 **Subd. 4. Return Requirements.** A faculty member who has taken an internship shall be
24 required to return to his/her college for at least one (1) academic semester if paid for four (4)
25 weeks or more for an internship. If the faculty member refuses to do so, the faculty member
26 will be required to repay the stipend that was paid by the Employer during the internship
27 unless the Chancellor or designee chooses to waive this requirement because of special
28 circumstances. The repayment shall be completed no later than the beginning of the
29 academic semester that the faculty member was expected to return.
30

31 If a report of activities was required in the approval process for the internship then the faculty
32 member shall submit a written report of the activities undertaken during the internship.
33

34 **ARTICLE 18**
35 **EXPENSE ALLOWANCES**
36

37 **Section 1. General.** The Employer may authorize travel at state expense. Such authorization
38 must be granted prior to the incurrence of the actual expenses.
39

40 **Section 2. Expense Reimbursement.** Faculty members shall be reimbursed for actual
41 expenses, which have been authorized by the Employer. Reimbursement allowances shall be in
42 accordance with the terms set forth in the Personnel Plan for MnSCU Administrators. (See
43 http://www.hr.mnscu.edu/contract_plans/documents/AdminPlan10_11_2.pdf)^[TB57]
44

ARTICLE 19
INSURANCE

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

All insurance eligible faculty members will be provided with a Summary Plan Description (SPD) called "Your Employee Benefits." [TB58] Such SPD shall be provided no less than biennially and prior to the beginning of the insurance year. New insurance eligible faculty members shall receive a SPD within thirty (30) days of their date of eligibility.

Section 2. Eligibility for Group Participation. This section describes eligibility to participate in the Group Insurance Program.

Subd. 1. Faculty Members -- Basic Eligibility. A faculty member may participate in the Group Insurance Program [TB59] if he/she:

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

Subd. 2. Faculty Members -- Special Eligibility. The following faculty members are also eligible to participate in the Group Insurance Program:

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

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

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

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

7 C. **Retired faculty members.** A faculty member who retires from State service, is not
8 eligible for regular (non-disability) Medicare coverage, has five (5) or more years of
9 allowable pension service, and meets the age or length of service requirements of TRA or
10 MSRS [(thirty (30) years of TB60 service, no age limit; or fifty five (55) years of age, not
11 less than three (3) years of service; or Rule of Ninety (90)] and is entitled at the time of
12 retirement to immediately receive a retirement benefit under Minnesota Statute 354B or
13 an annuity under a retirement program, may continue to participate in the health and
14 dental coverages offered through the Group Insurance Program. Pension service includes
15 service from K-12, Joint Vocational, or Intermediate Districts.
16

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

25
26 D. **Summer Coverage - Unlimited Faculty.** A faculty member who submits a resignation
27 but has completed the academic year and is enrolled in the Group Insurance Program
28 continues that eligibility and the Employer contribution through the summer. This
29 paragraph shall not apply to those faculty members who retire; however, faculty members
30 who elect early retirement continue to be provided with the provisions of Article 16,
31 Sections 2, 3 or 4. This paragraph does not change current practice relative to the
32 provisions of Article 16, Sections 2, 3 or 4, if eligible.
33

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

41 F. **Summer Coverage - Probationary Faculty.** A faculty member who is on a
42 probationary appointment who is eligible to participate in the Group Insurance Program
43 continues that eligibility during the summer if the faculty member is either continuing on

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 at the college for another year or has been hired at another college by May 31 of each
2 year.
3

4 G. **Sabbatical Leave.** A faculty member eligible to participate in the Group Insurance
5 Program immediately prior to taking a sabbatical leave continues that eligibility during
6 the sabbatical leave.
7

8 H. **Faculty Members on Layoff.** A faculty member who is eligible to participate in the
9 Group Insurance Program immediately prior to being placed on layoff continues that
10 eligibility during the recall period.
11

12 I. **Faculty Members on Unpaid Leave of Absence.** A faculty member who is eligible to
13 participate in the Group Insurance Program immediately prior to taking an unpaid leave
14 of absence continues that eligibility during the unpaid leave of absence at his/her own
15 expense.
16

17 **Subd. 3. Dependents.** Eligible dependents for the purposes of this Article are as follows:
18

19 A. **Spouse.** The spouse of an eligible faculty member (if ~~not~~ legally separated married under
20 Minnesota law). For the purposes of health insurance coverage, if that spouse works full-
21 time for an organization employing more than one hundred (100) people and elects to
22 receive either credits or cash (1) in place of health insurance or health coverage or (2) in
23 addition to a health plan with a seven hundred and fifty dollar (\$750) or greater
24 deductible through his/her employing organization, he/she is not eligible to be a covered
25 dependent for the purposes of this Article. If both spouses work for the State or another
26 organization participating in the State's Group Insurance Program, neither spouse may be
27 covered as a dependent by the other, unless one spouse is not eligible for a full Employer
28 contribution as defined in Section 3, Subd. 1.
29

30 ~~B. **Children and Grandchildren.** An eligible faculty member's unmarried dependent~~
31 ~~children and unmarried dependent grandchildren: (1) through age eighteen (18); or (2)~~
32 ~~through age twenty four (24) if the child or grandchild is a full-time student at an~~
33 ~~accredited educational institution; or (3) a handicapped child or grandchild, regardless of~~
34 ~~age or marital status who is incapable of self-sustaining employment by reason of~~
35 ~~developmental cognitive disability, mental illness or physical disability and is chiefly~~
36 ~~dependent on the faculty member for support. The handicapped dependent shall be~~
37 ~~eligible to continue coverage as long as s/he continues to be handicapped and dependent,~~
38 ~~unless coverage terminates under the contract. Children or grandchildren who become~~
39 ~~handicapped after they are no longer eligible dependents under (1) and (2) above may not~~
40 ~~be considered eligible dependents unless they are continuing coverage as a dependent~~
41 ~~through the faculty member's prior Employer.~~
42

43 ~~"Dependent Child" includes a faculty member's: (1) biological child, (2) child legally~~
44 ~~adopted by or placed for adoption with the faculty member, (3) foster child, and (4) step-~~
45 ~~child. To be considered a dependent child, a foster child must be dependent on the~~

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 ~~faculty member for his/her principal support and maintenance and be placed by the court~~
2 ~~in the custody of the faculty member. To be considered a dependent child, a stepchild~~
3 ~~must maintain residence with the faculty member and be dependent upon the faculty~~
4 ~~member for his/her principal support and maintenance.~~

5
6 ~~"Dependent Grandchild" includes a faculty member's: (1) grandchild placed in the legal~~
7 ~~custody of the faculty member, (2) grandchild legally adopted by the faculty member or~~
8 ~~placed for adoption with the faculty member, or (3) grandchild who is the dependent~~
9 ~~child of the faculty member's unmarried dependent child. Under (1) and (3) above, the~~
10 ~~grandchild must be dependent upon the faculty member for principal support and~~
11 ~~maintenance and live with the faculty member.~~

12
13 ~~If both spouses work for the State or another organization participating in the State's~~
14 ~~Group Insurance Program, either spouse, but not both, may cover their eligible dependent~~
15 ~~children or grandchildren. This restriction also applies to two divorced, legally separated,~~
16 ~~or unmarried faculty members who share legal responsibility for their eligible dependent~~
17 ~~children or grandchildren.~~

18
19 **B. Children**

- 20
21 1. **Health and Dental Coverage:** A dependent child is an eligible employee's child to age
22 twenty-six (26).
23
24 2. **Dependent Child:** A "dependent child" includes an employee's (1) biological child, (2)
25 child legally adopted by or placed for adoption with the employee, (3) step-child, and (4)
26 foster child who has been placed with the employee by an authorized placement agency
27 or by a judgment, decree, or other court order. For a step-child to be considered a
28 dependent child, the employee must be legally married to the child's legal parent or legal
29 guardian. An employee (or the employee's spouse or jointly) must have permanent, full
30 and sole legal and physical custody of the foster child.
31
32 3. **Coverage Under Only One Plan:** For purposes of (a) and (b) above, if the employee's
33 adult child (age 18 to 26) works for the State or another organization participating in the
34 State's Group Insurance Program, the child may not be covered as a dependent by the
35 employee unless the child is not eligible for a full Employer Contribution as defined in
36 Section 3, Subd. 1.

37
38 **C. Grandchildren.** A dependent grandchild is an eligible employee's unmarried dependent
39 grandchild who:

- 40
41 1. Is financially dependent upon the employee for principal support and maintenance
42 and has resided with the employee continuously from birth, or
43

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 2. Resides with the employee and is dependent upon the employee for principal support
2 and maintenance and is the child of the employee's unmarried child (the parent) to
3 age nineteen (19).

4
5 If a grandchild is legally adopted or placed in the legal custody of the grandparent, they
6 are covered as a dependent child under Section 2, Subd. 3 (B)(2).

7
8 **D. Disabled Child.** A disabled dependent child is an eligible employee's child or
9 grandchild regardless of marital status, who was covered and then disabled prior to the
10 limiting age or any other limiting term required for dependent coverage and who
11 continues to be incapable of self-sustaining employment by reason of developmental
12 disability, mental illness or disorder, or physical disability, and is chiefly dependent upon
13 the employee for support and maintenance, provided proof of such incapacity and
14 dependency must be furnished to the health carrier by the employee or enrollee within
15 thirty one (31) days of the child's attainment of the limiting age or any other limiting
16 term required for dependent coverage. The disabled dependent is eligible to continue
17 coverage as long as s/he continues to be disabled and dependent, unless coverage
18 terminates [TB61] under the contract.

19
20 **E. Qualified Medical Child Support Order.** A child who would otherwise meet the
21 eligibility requirements and is required to be covered by a Qualified Medical Child
22 Support Order (QMCSO) is considered an eligible dependent.

23
24 **F. Child Coverage Limited to Coverage Under One Employee.** If both spouses work for
25 the State or another organization participating in the State's Group Insurance Program,
26 either spouse, but not both, may cover the eligible dependent children or grandchildren.
27 This restriction also applies to two divorced, legally separated, or unmarried employees
28 who share legal responsibility for their eligible dependent children or grandchildren.

29
30 **Subd. 4 Continuation Coverage.** Consistent with state and federal laws, certain faculty
31 members, former faculty members, dependents, and former dependents may continue group
32 health, dental, and/or life coverage at their own expense for a fixed length of time. As of the
33 date of this Agreement, state and federal laws allow certain group coverage to be continued if
34 they would otherwise terminate due to:

35
36 A. termination of employment (except for gross misconduct);

37
38 B. layoff;

39
40 C. reduction of hours to an ineligible status;

41
42 D. dependent child becoming ineligible due to change in age, student status, marital status,
43 or financial support (in the case of a foster child or stepchild);

44
45 E. death of faculty member;

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1
2 F. divorce, legal separation; or

3
4 G. a covered faculty member's entitlement to or enrollment in Medicare.

5
6 **Section 3. Eligibility for Employer Contribution.** This section describes eligibility for
7 Employer contribution toward the cost of coverage.

8
9 **Subd. 1. Full Employer Contribution.** Faculty members shall be eligible to receive the
10 full Employer contribution for health, dental and basic life coverage(s) in accordance with
11 the following:

12
13 A. **Unlimited and Temporary Full-time Faculty.** Unlimited full-time, unlimited part-
14 time and temporary full-time faculty members covered by this contract and whose
15 total appointments are at least seventy-five percent (75%) of the full-time work
16 assignment load for the academic year.

17
18 B. **Temporary Part-time Faculty.**

19
20 1. When a temporary part-time faculty member is assigned to twelve (12) or more
21 credits or credit equivalents in fall semester then the faculty member shall receive
22 the full Employer contribution for that semester.

23
24 2. When a temporary part-time faculty member is assigned for twelve (12) or more
25 credits or credit equivalents in spring semester then the faculty member shall
26 receive the full Employer contribution for that semester.

27
28 3. If a temporary part-time faculty member is eligible for insurance coverage during
29 the summer, the level of the Employer contribution (full or partial) shall be the
30 same as the temporary part-time faculty member received during the immediately
31 preceding spring semester. However, if the aggregate number of credits assigned
32 to the temporary part-time faculty member for the academic year (fall and spring
33 semesters) is twenty-four (24) or more the faculty member shall receive the full
34 Employer contribution for insurance during the summer regardless of the level
35 received during the immediately preceding spring semester.

36
37 **Subd. 2. Partial Employer Contribution.** Faculty members who are eligible for the partial
38 Employer contribution for health, dental and basic life coverage(s) shall receive the full
39 Employer contribution for basic life coverage, and at the faculty member's option, the partial
40 contribution for health and dental coverage(s). The partial Employer contribution for health
41 and dental coverage(s) is fifty percent (50%) of the full cost. Eligibility shall be in
42 accordance with the following:

43
44 A. **Unlimited Faculty.**

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

- 1 1. Unlimited faculty members covered by this contract and whose total appointments
2 are at least six (6) credits per semester but less than seventy-five percent (75%) of
3 the full-time work assignment load for the academic year.
4

5 **B. Temporary Part-time Faculty.**
6

- 7 1. When a temporary part-time faculty member is assigned to at least six (6) credits
8 but less than twelve (12) credits or credit equivalents in fall semester then the
9 faculty member shall receive the partial Employer contribution for that semester.
10
11 2. When a temporary part-time faculty member is assigned to at least six (6) credits
12 but less than twelve (12) credits or credit equivalents in spring semester then the
13 faculty member shall receive the partial Employer contribution for that semester.
14

15 **Subd. 3.** The following faculty members also receive an Employer contribution:
16

17 **A. Faculty Members on Layoff.**
18

- 19 1. A faculty member with assigned field credentials who receives a full Employer
20 contribution, who has three (3) or more years of continuous service, and who has been
21 laid off, remains eligible for the full Employer contribution and all other benefits
22 provided under this Article for twelve (12) months in accordance with Article 22,
23 Section 8, Subd. 6, **Group Insurance.**
24
25 2. A faculty member with license credentials who receives a full Employer contribution,
26 who has five (5) or more years of continuous service, and who has been laid off,
27 remains eligible for the full Employer contribution and all other benefits provided
28 under this Article for twelve (12) months in accordance with Article 22, Section 9,
29 Subd. 2A, Option A, **Group Insurance.**
30
31 3. A faculty member with license credentials who receives a full Employer contribution,
32 who has four (4) years of continuous service, and who has been laid off, remains
33 eligible for the full Employer contribution and all other benefits provided under this
34 Article for six (6) months in accordance with Article 22, Section 9, Subd 2B, **Group**
35 **Insurance.**
36

37 **B. Work Related Injury/Disability.** A faculty member who receives an Employer
38 contribution and who is off the state payroll due to a work related injury or a work related
39 disability remains eligible as long as such a faculty member receives workers'
40 compensation payments. If such faculty member ceases to receive workers'
41 compensation payments for the injury or disability and is granted a disability leave under
42 Article 15, Section 4 he/she shall be eligible during that leave.
43

44 **C. Summer Coverage - Unlimited Faculty.** A faculty member who submits a resignation
45 but has completed the academic year and is enrolled in the Group Insurance Program

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 continues that eligibility through the summer. This paragraph shall not apply to those
2 faculty members who retire; however, faculty members who elect early retirement
3 continue to be provided with the provisions of Article 16, Sections 2, 3 or 4. This
4 paragraph does not change current practice relative to the provisions of Article 16,
5 Sections 2, 3 or 4, if eligible.
6

7 D. **Summer Coverage - Temporary Faculty.** A faculty member on a temporary
8 appointment who is eligible for an Employer contribution continues to receive the
9 Employer contribution during the summer if notice has been received from the college
10 president (provost) or designee by May 31st of each year that the faculty member will be
11 re-hired in an insurance eligible position (at least six (6) credits or its equivalent) for the
12 subsequent fall term.
13

14 E. **Summer Coverage - Probationary Faculty.** A faculty member who is on a
15 probationary appointment who is eligible for an Employer contribution continues to
16 receive the Employer contribution during the summer if the faculty member is either
17 continuing on at the college for another year or has been hired at another college by May
18 31 of each year.
19

20 F. **Sabbatical Leave.** A faculty member eligible for an Employer contribution immediately
21 prior to taking a sabbatical leave continues to receive the Employer contribution during
22 the sabbatical leave.
23

24 **Subd. 4. Maintaining Eligibility for Employer Contribution.**
25

26 A. **General.** A faculty member who receives a full or partial Employer contribution
27 maintains that eligibility as long as the faculty member meets the Employer contribution
28 eligibility requirements, and appears on a state payroll for at least one full working day
29 during each payroll period. This requirement does not apply to faculty members who
30 receive an Employer contribution while on layoff or who are off state payroll due to a
31 work-related injury or disability as described above.
32

33 B. **Unpaid Leave of Absence.** If a faculty member is on an unpaid leave of absence, then
34 leave cannot be used for the purpose of maintaining eligibility for an Employer
35 contribution by keeping the faculty member on a state payroll for one working day per
36 pay period. For a faculty member returning from an approved unpaid leave of absence of
37 less than a full academic year, the Employer contribution shall resume immediately
38 following the end of the last semester of the leave.
39

40 C. **Academic Year Employment.** If a faculty member is employed on the basis of an
41 academic year and such employment contemplates absences from the state payroll during
42 the summer months, the faculty member shall nonetheless remain eligible for an
43 Employer contribution, provided that the faculty member appears on the regular payroll
44 for at least one (1) working day in the payroll period immediately preceding such
45 absences, except as noted in Subd.4.B. above.

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1
2 D. **FMLA Leave.** A faculty member who is on an approved FMLA leave maintains
3 eligibility for an Employer contribution. (~~www.doer.state.mn.us/emr-prsl/fmla.htm~~)
4

5 **Section 4. Amount of Employer Contribution.** For faculty members eligible for an Employer
6 contribution as described in Section 3, the amount of the Employer contribution will be
7 determined as follows beginning on January 1, ~~2010~~2012. The Employer contribution amounts
8 and rules in effect on June 30, ~~2009~~2011 will continue through December 31, ~~2009~~2011.
9

10 **Subd. 1. Contribution Formula -- Health Coverage.**

11
12 A. **Faculty Member Coverage.** For faculty member health coverage, the Employer
13 contributes an amount equal to one hundred percent (100%) of the actual faculty member
14 premium of the Minnesota Advantage Health Plan (Advantage).
15

16 B. **Dependent Coverage.** For dependent health coverage for the ~~2010 and 2011~~2012 and
17 2013 plan years, the Employer contributes an amount equal to eighty-five percent (85%)
18 of the dependent premium of the Minnesota Advantage Health Plan (Advantage).
19

20 **Subd. 2. Contribution Formula -- Dental Coverage.**

21
22 A. **Faculty Member Coverage.** For faculty member dental coverage, the Employer
23 contributes an amount equal to the lesser of ninety percent (90%) of the faculty member
24 premium of the State Dental Plan, or the actual faculty member premium of the dental
25 plan chosen by the faculty member. However, for calendar years beginning January 1,
26 ~~2010~~2012, and January 1, ~~2011~~2013, the minimum faculty member contribution shall be
27 five dollars (\$5.00) per month.
28

29 B. **Dependent Coverage.** For dependent dental coverage, the Employer contributes an
30 amount equal to the lesser of fifty percent (50%) of the dependent premium of the State
31 Dental Plan, or the actual dependent premium of the dental plan chosen by the faculty
32 member.
33

34 **Subd. 3. Contribution Formula -- Basic Life Coverage.** For faculty member basic life
35 coverage and accidental death and dismemberment coverage, the Employer contributes one
36 hundred percent (100%) of the cost.
37

38 **Section 5. Coverage Changes and Effective Dates.**

39
40 **Subd. 1. When Coverage May Be Chosen.**

41
42 A. **Newly Hired Faculty Members.** All faculty members hired to an insurance eligible
43 position must make their elections by their initial effective date of coverage as defined in
44 this Article, Section 5 Subd. 3. Insurance eligible faculty members will automatically be
45 enrolled in basic life coverage. If employees eligible for a full Employer contribution do

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 not choose a health plan administrator and a primary care clinic by their initial effective
2 date, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that
3 meets established access standards in the health plan with the largest number of Benefit
4 Level One and Two clinics in the county of the employee's residence at the beginning of
5 the insurance year.

6
7 B. **Eligibility Changes.** Faculty members who become eligible for a full Employer
8 contribution must make their benefit elections within thirty (30) calendar days of
9 becoming eligible. If faculty members do not choose a health plan administrator and a
10 primary care clinic within this thirty (30) day timeframe, they will be enrolled in a
11 Benefit Level Two clinic (or Level One, if available) that meets established access
12 standards in the health plan with the largest number of Benefit Level One and Two
13 clinics in the county of the faculty member's residence at the beginning of the insurance
14 year.

15
16 If faculty members who become eligible for a partial Employer contribution chooses to
17 enroll in insurance, they must do so within thirty (30) days of becoming eligible or during
18 open enrollment.

19
20 A faculty member may change his/her health or dental plan if the faculty member
21 changes to a new permanent work or residence location and the faculty member's current
22 plan is no longer available. If the faculty member has family coverage and if the new
23 residence location is outside of the current plan's service area, the faculty member shall
24 be permitted to switch to a new plan administrator and new Benefit Level within thirty
25 (30) days of the residence location change. The election change must be due to and
26 correspond with the change in status. A faculty member who receives notification of a
27 work location change between the end of an open enrollment period and the beginning of
28 the next insurance year, may change his/her health or dental plan within thirty (30) days
29 of the date of the relocation under the same provisions accorded during the last open
30 enrollment period.

31
32 A faculty member or retiree may also change health or dental plans in any other situation
33 in which the Employer is required by the applicable federal or state law to allow a plan
34 change.

35
36 **Subd. 2. When Coverage May be Changed or Canceled.**

37
38 A. **Changes Due to a Life Event.** After the initial enrollment period and outside of any
39 open enrollment period, a faculty member may elect to change health or dental coverage
40 (including adding or canceling coverage) and any applicable faculty member
41 contributions in the following situations (as long as allowed under the applicable
42 provisions, regulations, and rules of the federal and state law in effect at the beginning of
43 the plan year).

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 The request to change coverage must be consistent with a change in status that qualifies
2 as a life event, and does not include changing health or dental plans, which may only be
3 done under the terms of Section 5A above. Any election to add coverage must be made
4 within thirty (30) days following the event, and any election to cancel coverage must be
5 made within sixty (60) days following the event. (A faculty member and a retired faculty
6 member may add dependent health or dental coverage following the birth of a child or
7 dependent grandchild, or following the adoption of a child, without regard to the thirty
8 (30) day limit.) These life events (for both faculty members and retirees) are:
9

- 10 1. A change in legal marital status, including marriage, death of a spouse, divorce,
11 legal separation and annulment,
- 12 2. A change in number of dependents, including birth, death, adoption, and
13 placement for adoption.
- 14 3. A change in employment status of the faculty member, or the faculty member's or
15 retiree's spouse, or dependent, including termination or commencement of
16 employment, a strike or lockout, a commencement of or return from an unpaid
17 leave of absence, a change in worksite, and a change in working conditions
18 (including changing between part-time and full-time or hourly and salary) of the
19 faculty member, the faculty member's or retiree's spouse, or dependent which
20 results in a change in the benefits they receive under a cafeteria plan or a health or
21 dental plan.
- 22 4. A dependent ceasing to satisfy eligibility requirements for coverage due to
23 attainment of age, ~~student status, marital status or other similar circumstances, or~~
24 otherwise no longer meets the eligibility requirements under Section 2, Subd. 3.
- 25 5. A change in the place of residence of the faculty member, retiree or their spouse,
26 or dependent.
- 27 6. Significant cost or coverage changes (including coverage curtailment and the
28 addition of a benefit package).
- 29 7. Family Medical Leave Act (FMLA) leave.
- 30 8. Judgments, decrees or orders.
- 31 9. A change in coverage of a spouse or dependent under another Employer's plan.
- 32 10. Open enrollment under the plan of another Employer.
- 33 11. Health Insurance Portability and Accountability Act (HIPAA) special enrollment
34 rights for new dependents and in the case of loss of other insurance coverage.
- 35 12. A COBRA-qualifying event.
- 36 13. Loss of coverage under the group health plan of a governmental or education
37 institution (a State's children's health insurance program, medical care program
38 of an Indian tribal government, State health benefits risk pool, or foreign
39 government group health plan).
- 40 14. Entitlement to Medicare or Medicaid.
- 41 15. Any other situations in which the group health or dental plan is required by the
42 applicable federal or state law to allow a change in coverage.
- 43

44 B. **Canceling Dependent Coverage During Open Enrollment.** In addition to the above
45 situations, dependent health or dependent dental coverage may also be cancelled for any

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 reason during the open enrollment period that applies to each type of plan (as long as
2 allowed under the applicable provisions, regulations and rules of the federal and state law
3 in effect at the beginning of the plan year).
4

5 C. **Canceling Faculty Member Coverage.** A part-time faculty member may also cancel
6 faculty member coverage within sixty (60) days of when one of the life events set forth
7 above occurs.
8

9 D. **Effective Date of Benefit Termination.** Medical, dental and life coverage termination
10 will take effect on the first of the month following the loss of eligible faculty member or
11 dependent status. Disability benefit coverage terminations will take effect on the day
12 following loss of eligible faculty member status.
13

14 **Subd. 3. Effective Date of Coverage.**
15

16 A. **Initial Effective Date.** The initial effective date of coverage under the Group Insurance
17 Program is the thirty-fifth (35th) day following the faculty member's first day of
18 employment, re-hire, or reinstatement with the State. The initial effective date of
19 coverage for a faculty member whose eligibility has changed is the date of the change. A
20 faculty member must be actively at work on the initial effective date of coverage, except
21 that a faculty member who is on paid leave on the date State-paid life insurance benefits
22 increase is also entitled to the increased life insurance coverage. In no event shall a
23 faculty member's dependent's coverage become effective before the faculty member's
24 coverage.
25

26 If a faculty member is not actively at work due to faculty member or dependent health
27 status or medical disability, medical and dental coverage will still take effect. (Life and
28 disability coverage will be delayed until the faculty member returns to work.)
29

30 B. **Delay in Coverage Effective Date.**
31

32 1. **Basic Life.** If a faculty member is not actively at work on the initial effective
33 date of coverage, coverage will be effective on the first day of the faculty
34 member's return to work. The effective date of a change in coverage is not
35 delayed in the event that, on the date the coverage change would be effective, a
36 faculty member is on an unpaid leave of absence or layoff.
37

38 2. **Medical and Dental.** If a faculty member is not actively at work on the initial
39 effective date of coverage due to a reason other than hospitalization or medical
40 disability of the faculty member or dependent, medical and dental coverage will
41 be effective on the first day of the faculty member's return to work.
42

43 The effective date of a change in coverage is not delayed in the event that, on the
44 date the coverage change would be effective, a faculty member is on an unpaid
45 leave of absence or layoff.

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

- 1
2 3. **Optional Life and Disability Coverage.** In order for coverage to become
3 effective, the faculty member must be in active payroll status and not using sick
4 leave on the first day following approval by the insurance company. If it is an
5 open enrollment period, coverage may be applied for but will not become
6 effective until the first day of the faculty member's return to work.
7

8 **Subd. 4. Open Enrollment.**
9

- 10 A. **Frequency and Duration.** There shall be an open enrollment period for health coverage
11 in each year of this Contract and for dental coverage in the first year of this Contract.
12 Each year of the Contract, all faculty members shall have the option to complete a Health
13 Assessment. Open enrollment periods shall last a minimum of fourteen (14) calendar
14 days in each year of the Contract. Open enrollment changes become effective on January
15 1 of each year of this Contract. Subject to a timely contract settlement, the Employer
16 shall make open enrollment materials available to faculty members at least fourteen (14)
17 days prior to the start of the open enrollment period.
18
- 19 B. **Eligibility to Participate.** A faculty member eligible to participate in the State
20 Employee Group Insurance Program, as described in Section 2, Subd. 1 and Subd. 2, may
21 participate in open enrollment. In addition, a person in the following categories may, as
22 allowed in Section 5, Subd. 4.A above, make certain changes: (1) a former faculty
23 member or dependent on continuation coverage, as described in Section 2, Subd. 4, may
24 change plans or add coverage for health and/or dental plans on the same basis as active
25 faculty members; and (2) an early retiree, prior to becoming eligible for Medicare, may
26 change health and/or dental plans as agreed to for active faculty members, but may not
27 add dependent coverage.
28
- 29 C. **Materials for Faculty Member Choice.** Each year prior to open enrollment, the
30 Appointing Authority will give eligible faculty members the information necessary to
31 make open enrollment selections. Faculty members will be provided a statement of their
32 current coverage each year of the Contract.
33

34 **Subd. 5. Coverage Selection Prior to Retirement.** A faculty member who retires and is
35 eligible to continue insurance coverage as a retiree may change his/her health or dental plan
36 during the sixty (60) calendar day period immediately preceding the date of retirement. The
37 faculty member may not add dependent coverage during this period. The change takes effect
38 on the first day of the month following the date of retirement.
39

40 **Section 6. Basic Coverage. (Faculty Member and Family Health Coverage)**
41

42 **Subd. 1. Minnesota Advantage Health Plan (Advantage).** The health coverage portion of
43 the State Employee Group Insurance Program is provided through the Minnesota Advantage
44 Health Plan (Advantage), a self-insured health plan offering four (4) Benefit Level options.

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 Provider networks and claim administration are provided by multiple plan administrators.
2 Coverage offered through Advantage is determined by Section 6, Subd. 2.
3

4 **Subd. 2. Coverage Under the Minnesota Advantage Health Plan.** From July 1,
5 ~~2009~~2011 through December 31, ~~2009~~2012, health coverage under the SEGIP will continue
6 at the level in effect on June 30, ~~2009~~2011. Effective January 1, ~~2010~~2013, Advantage will
7 cover eligible services subject to the co-payments, deductibles and coinsurance coverage
8 limits stated. Services provided through Advantage are subject to the managed care
9 procedures and principles, including standards of medical necessity and appropriate practice,
10 of the plan administrators. Coverage details are provided in the Advantage Summary of
11 Benefits.
12

13 A. **Benefit Options.** Faculty members must elect a plan administrator and primary care
14 clinic. Those elections will determine the Benefit Level through Advantage. Enrolled
15 dependents must elect a primary care clinic that is available through the plan
16 administrator chosen by the faculty member.
17

18 1. **Plan Administrator.** Faculty members must elect a plan administrator during their
19 initial enrollment in Advantage and may change their plan administrator election only
20 during the annual open enrollment and when permitted under Section 5. Dependents
21 must be enrolled through the same plan administrator as the faculty member.
22

23 2. **Benefit Level.** The primary care clinics available through each plan administrator are
24 assigned a Benefit Level. The Benefit Levels are outlined in the benefit chart below.
25 Primary care clinics may be in different Benefit Levels for different plan
26 administrators. Family members may be enrolled in clinics that are in different
27 Benefits Levels. Faculty members and their dependents may change to clinics in
28 different Benefit Levels during the annual open enrollment. Faculty members and
29 their dependents may also elect to move to a clinic in a different Benefit Level within
30 the same plan administrator up to two (2) additional times during the plan year.
31 Unless the individual has a referral from his/her primary care clinic, there are no
32 benefits for services received from providers in Benefit Levels that are different from
33 that of the primary care clinic in which the individual has enrolled.
34

35 3. **Primary Care Clinic.** Faculty members and each of their covered dependents must
36 individually elect a primary care clinic within the network of providers offered by the
37 plan administrator chosen by the faculty member. Faculty members and their
38 dependents may elect to change clinics within their clinic's Benefit Level as often as
39 the plan administrator permits and as outlined above.
40

41 4. **Advantage Benefit Chart for Services Incurred During Plan Year ~~2010 and~~**
42 **20112012 and 2013.**
43
44
45

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1

2010 and 2011 2012 Benefit	Benefit Level	Benefit Level	Benefit Level	Benefit Level
Provision	1	2	3	4
	The member pays:	The member pays:	The member pays:	The member pays
Deductible for all services except drugs and preventive care (S/F)	\$50/\$100	\$140/\$280	\$350/\$700	\$600/\$1200
Office visit copay/urgent care (copay waived for preventive services) 1) Having taken health assessment and opted in for health coaching 2) Not having taken health assessment or not having opted in for health coaching	1) \$17 2) \$22	1) \$22 2) \$27	1) \$27 2) \$32	1) \$37 2) \$42
Convenience Clinic (deductible waived)	\$10	\$10	\$10	\$10
Emergency room Copay	\$75	\$75	\$75	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Facility copays --Per inpatient Admission (waived for admission to Center of Excellence) --Per outpatient Surgery	\$ 85 \$ 55	\$180 \$110	\$ 450 \$ 220	N/A—subject to Deductible and 25% Coinsurance to OOP maximum N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for MRI/CT scan services	5%	5%	10%	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for services NOT subject to copays	5% (95% coverage after payment of deductible)	5% (95% coverage after payment of deductible)	10% (90% coverage after payment of deductible)	25% for all services to OOP maximum after deductible.
Coinsurance for durable medical equipment	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	25% for all services to OOP maximum after deductible.
Copay for three tier prescription drug Plan	Tier 1 \$10 Tier 2 \$16 Tier 3 \$36	Tier 1 \$10 Tier 2 \$16 Tier 3 \$36	Tier 1 \$10 Tier 2 \$16 Tier 3 \$36	Tier 1 \$10 Tier 2 \$16 Tier 3 \$36
Maximum drug out-of-pocket limit (S/F)	\$800/\$1,600	\$800/\$1,600	\$800/\$1,600	\$800/\$1,600
Maximum non-drug				

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

2010 and 2011 2012 Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays
Out-of-pocket limit (S/F)	\$1,100/\$2,200	\$1,100/\$2,200	\$1,100/\$2,200	\$1,100/\$2,200

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2013 Benefit Provision	Benefit Level <u>1</u> The member pays:	Benefit Level <u>2</u> The member pays:	Benefit Level <u>3</u> The member pays:	Benefit Level <u>4</u> The member pays:
Deductible for all services except drugs and preventive care (S/F)	\$75/150	\$180/360	\$400/800	\$1,000/2,000
Office visit copay/urgent care (copay waived for preventive services) 1) Having taken health assessment and opted-in for health coaching 2) Not having taken health assessment or not having opted-in for health coaching	1) \$18 2) \$23	1) \$23 2) \$28	1) \$36 2) \$41	1) \$55 2) \$60
Convenience Clinic (deductible waived)	\$10	\$10	\$10	\$10
Emergency room copay	\$100	\$100	\$100	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Facility copays B. Per inpatient admission (waived for admission to Center of Excellence) C. Per outpatient surgery	\$100 \$60	\$200 \$120	\$500 \$250	N/A – subject to Deductible and 25% Coinsurance to OOP maximum N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for MRI/CT scan services	5%	10%	20%	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for services NOT subject to copays	5% (95% coverage after payment of deductible)	5% (95% coverage after payment of deductible)	20% (80% coverage after payment of deductible)	25% for all services to OOP maximum after deductible
Coinsurance for durable medical equipment	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	25% for all services to OOP maximum after deductible
Copay for three-tier prescription drug plan	Tier 1: \$12 Tier 2: \$18 Tier 3: \$38	Tier 1: \$12 Tier 2: \$18 Tier 3: \$38	Tier 1: \$12 Tier 2: \$18 Tier 3: \$38	Tier 1: \$12 Tier 2: \$18 Tier 3: \$38
Maximum drug out-of-pocket limit (S/F)	\$800/\$1,600	\$800/\$1,600	\$800/\$1,600	\$800/\$1,600
Maximum non-drug out-of-pocket limit (S/F)	\$1,100/\$2,200	\$1,100/\$2,200	\$1,500/\$3,000	\$2,500/\$5,000

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B. **Office Visit Co-payments.** In each year of the Contract, the level of the office visit co-payment applicable to a faculty member and dependents is based upon whether the

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 faculty member has completed the on-line Health Assessment during open enrollment
2 and has agreed to opt-in for health coaching.
3

4 C. **Services received from, or authorized by, a primary care physician within the**
5 **primary care clinic.** Under Advantage, the health care services outlined in the benefits
6 charts above shall be received from, or authorized by a primary care physician within the
7 primary care clinic. Preventive care, as outlined in the Summary of Benefits, is covered
8 at one hundred (100) percent for services received from or authorized by the primary care
9 clinic. The primary care clinic shall be selected from approved clinics in accordance with
10 the Advantage administrative procedures. Unless otherwise specified in Section 6, Subd.
11 2, services not received from, or authorized by, a primary care physician within the
12 primary care clinic may not be covered. Unless the individual has a referral from his/her
13 primary care clinic, there are no benefits for services received from providers in Benefit
14 Levels that are different from that of the primary care clinic in which the individual has
15 enrolled.
16

17 D. **Services not requiring authorization by a primary care physician within the**
18 **primary care.**

- 19
- 20 1. **Eye Exams.** Limited to one (1) routine examination per year for which no copay
21 applies.
22
 - 23 2. **Outpatient emergency and urgicenter services within the service area.** The
24 emergency room co-pay applies to all outpatient emergency visits that do not result in
25 hospital admission within twenty-four (24) hours. The urgicenter co-pay is the same
26 as the primary care clinic office visit co-pay.
27
 - 28 3. **Emergency and urgently needed care outside the service area.** Professional
29 services of a physician, emergency room treatment, and inpatient hospital services are
30 covered at eighty percent (80%) of the first two thousand dollars (\$2,000) of the
31 charges incurred per insurance year, and one-hundred percent (100%) thereafter. The
32 maximum eligible out-of-pocket expense per individual per year for this benefit is
33 four hundred dollars (\$400). This benefit is not available when the member's
34 condition permits him or her to receive care within the network of the plan in which
35 the individual is enrolled.
36
 - 37 4. **Ambulance.** The deductible and coinsurance for services not subject to copays
38 applies.
39

40 E. **Prescription drugs.**

- 41
- 42 1. **Co-payments and annual out-of-pocket maximums.**

43
44 For each the first year of the contract:

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

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- **Tier 1 co-payment:** Ten dollar (\$10) co-payment per prescription or refill for a Tier 1 drug dispensed in a thirty day (30) supply.
- **Tier 2 co-payment:** Sixteen dollar (\$16) co-payment per prescription or refill for a Tier 2 drug dispensed in a thirty (30) day supply.
- **Tier 3 co-payment:** Thirty-six dollar (\$36) co-payment per prescription or refill for a Tier 3 drug dispensed in a thirty (30) day supply.
- **Out-of-pocket maximum:** There is an annual maximum eligible out-of-pocket expense limit for prescription drugs of eight hundred dollars (\$800) per person or one thousand six hundred dollars (\$1,600) per family.

For the second year of the contract:

- Tier 1 co-payment: Twelve dollar (\$12) co-payment per prescription or refill for a Tier 1 drug dispensed in a thirty day (30) supply.
 - Tier 2 co-payment: Eighteen dollar (\$18) co-payment per prescription or refill for a Tier 2 drug dispensed in a thirty (30) day supply.
 - Tier 3 co-payment: Thirty-eight dollar (\$38) co-payment per prescription or refill for a Tier 3 drug dispensed in a thirty (30) day supply.
 - Out-of-pocket maximum: There is an annual maximum eligible out-of-pocket expense limit for prescription drugs of eight hundred dollars (\$800) per person or one thousand six hundred dollars (\$1,600) per family.
2. **Insulin.** Insulin will be treated as a prescription drug subject to a separate copay for each type prescribed.
 3. **Brand Name Drugs.** If the subscriber chooses a brand name drug when a bioequivalent generic drug is available, the subscriber is required to pay the standard co-payment plus the difference between the cost of the brand name drug and the generic. Amounts above the co-pay that an individual elects to pay for a brand name instead of a generic drug will not be credited toward the out-of-pocket maximum.
 4. **Special Coverage for “Grandfathered Diabetic Group”.** For insulin dependent diabetics who have been continuously enrolled for health coverage insured or administered by Blue Cross Blue Shield through the SEGIP since January 1, 1991 and who were identified as having used these supplies during the period January 1, 1991 through September 30, 1991 (herein the “Grand fathered Diabetic Group”), diabetic supplies are covered as follows:
 - Test tapes and syringes are covered at one hundred (100) percent for the greater of a thirty (30) day supply or one hundred (100) units when purchased with insulin.

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 5. **Special Coverage for Nicotine Replacement Therapies.** There will be no co-
2 payment for formulary nicotine replacement therapies for employees and dependents
3 who take the Health Assessment, opt-in for coaching, and are engaged in a plan-
4 sponsored smoking cessation program as documented by the health coach.
5

6 F. **Special Service Networks.** The following services must be received from special
7 service network providers in order to be covered. All terms and conditions outlined in
8 the Summary of Benefits apply.
9

- 10 1. Mental health services – inpatient or outpatient.
- 11 2. Chemical dependency services – inpatient and outpatient.
- 12 3. Chiropractic services.
- 13 4. Transplant coverage.
- 14 5. Cardiac services.
- 15 6. Home infusion therapy.
- 16 7. Hospice.
- 17

18 G. **Individuals whose permanent residence and principal work location are outside the**
19 **State of Minnesota and outside of the service areas of the health plans participating**
20 **in Advantage.** If these individuals use the plan administrator’s national preferred
21 provider organization in their area, services will be covered at Benefit Level Two. If a
22 national preferred provider is not available in their area, services will be covered at
23 Benefit Level Two through any other provider available in their area. If the national
24 preferred provider organization is available but not used, benefits will be paid at the POS
25 level described in paragraph “I” below. All terms and conditions outlined in the
26 Summary of Benefits will apply.
27

28 H. **Children living with an ex-spouse outside the service area of the faculty member’s**
29 **plan administrator.** Covered children living with former spouses outside the service
30 area of the faculty member’s plan administrator, and enrolled under this provision as of
31 December 31, 2003, will be covered at Benefit Level Two benefits. If available, services
32 must be provided by providers in the plan administrator’s national preferred provider
33 organization. If the national preferred provider organization is available but not used,
34 benefits will be paid at the POS level described in paragraph “I” below.
35

36 I. **Individuals whose permanent residence is outside the State of Minnesota and**
37 **outside the service areas of the health plans participating in Advantage.** (This
38 category includes employees temporarily residing outside Minnesota on temporary
39 assignment or paid leave (including sabbatical leaves) and all dependent children
40 (including college students) and spouses living out of area.) The point of service (POS)
41 benefit described below is available to these individuals. All terms and conditions
42 outlined in the Summary of Benefits apply. This benefit is not available for services
43 received within the service areas of the health plans participating in Advantage.
44

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

- 1 1. **Deductible.** There is a three hundred fifty dollar (\$350) annual deductible per
2 person, with a maximum deductible per family per year of seven hundred dollars
3 (\$700).
4
5 2. **Coinsurance.** After the deductible is satisfied, seventy percent (70%) coverage up to
6 the plan out-of-pocket maximum designated below.
7

- 8 J. **Lifetime maximums and non-prescription out-of-pocket maximums.** Coverage under
9 Advantage is not subject to a per person lifetime maximum.

10
11 In the first year of the contract, coverage under Advantage is subject to a plan year,
12 non-prescription drug, out-of-pocket maximum of one thousand one hundred dollars
13 (\$1,100) per person or two thousand two hundred dollars (\$2,200) per family.

14
15 In the second year of the contract, coverage under Advantage is subject to a plan year,
16 non-prescription drug, out-of-pocket maximum of one thousand one hundred dollars
17 (\$1,100) per person or two thousand two hundred dollars (\$2,200) per family for
18 members whose primary care clinic is in Cost Level 1 or Cost Level 2; one thousand five
19 hundred dollars (\$1,500) per person or three thousand dollars (\$3,000) per family for
20 members whose primary care clinic is in Cost Level 3; and two thousand five hundred
21 dollars (\$2,500) per person or five thousand dollars (\$5,000) per family for members
22 whose primary care clinic is in Cost Level 4.

- 23
24 K. **Convenience Clinics.** Services received at convenience clinics are subject to a ten dollar
25 (\$10) co-payment in each year of the Contract. First dollar deductibles are waived for
26 convenience clinic visits. (Note that prescriptions received as a result of a visit are
27 subject to the drug co-payment and out-of-pocket maximums described above.)
28

29 **Subd. 3. Benefit Level Two Health Care Network Determination.** Issues regarding the
30 health care networks for the ~~2009~~2013 insurance year shall be negotiated in accordance with
31 the following procedures:
32

- 33 A. At least twelve (12) weeks prior to the open enrollment period for the ~~2009~~2013
34 insurance year the Employer shall meet and confer with the Joint Labor/Management
35 Committee on Health Plans in an attempt to reach agreement on the Benefit Level Two
36 health care networks.
37

- 38 B. If no agreement is reached within five (5) working days, the Employer and the Joint
39 Labor/Management Committee on behalf of all of the exclusive representatives shall
40 submit a list of providers/provider groups in dispute to a mutually agreed upon neutral
41 expert in health care delivery systems for final and binding resolution. The only
42 providers/provider groups that may be submitted for resolution by this process are those
43 for which, since the list for the ~~2010~~2012 insurance year was established, Benefit Level
44 Two access has changed, or those that are intended to address specific problems caused
45 by a reduction in Benefit Level Two access.

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

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

9
10 D. The decision of the neutral shall be issued within two (2) working days after the hearing.

11
12 **Subd. 4. Coordination with Workers' Compensation.** When a faculty member has
13 incurred an on-the-job injury or an on-the-job disability and has filed a claim for workers'
14 compensation, medical costs connected with the injury or disability shall be paid by the
15 faculty member's health plan, pursuant to M.S. 176.191, Subdivision 3.

16
17 **Subd. 5. Health Promotion and Health Education.** Both parties to this Agreement
18 recognize the value and importance of health promotion and health education programs.
19 Such programs can assist faculty members and their dependents to maintain and enhance
20 their health, and to make appropriate use of the health care system. To work toward these
21 goals:

22
23 A. **Develop programs.** The Employer will develop and implement health promotion and
24 health education programs, subject to the availability of resources. Each Appointing
25 Authority will develop a health promotion and health education program consistent with
26 the Minnesota Management & Budget policy. Upon request of any exclusive
27 representative in an agency, the Appointing Authority shall jointly meet and confer with
28 the exclusive representative(s) and may include other interested exclusive representatives.
29 Agenda items shall include but are not limited to smoking cessation, weight loss, stress
30 management, health education/self-care, and education on related benefits provided
31 through the health plan administrators serving state employees.

32
33 B. **Pilot Programs.** The Employer may develop voluntary pilot programs to test the
34 acceptability of various risk management programs. Incentives for participation in such
35 programs may include limited short-term improvements to the benefits outlined in the
36 Article. Implementation of such pilot programs is subject to the review and approval of
37 the Joint Labor-Management Committee on Health Plans.

38
39 C. **Health plan specification.** The Employer will require health plans participating in the
40 Group Insurance Program to develop and implement health promotion and health
41 education programs for State faculty members and their dependents.

42
43 D. **Faculty member participation.** The Employer will assist faculty members' participation
44 in health promotion and health education programs. Health promotion and health
45 education programs that have been endorsed by the Employer (Minnesota Management

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

& Budget) will be considered to be non-assigned job-related training pursuant to Administrative Procedure 21. Approval for this training is at the discretion of the Appointing Authority and is contingent upon meeting staffing needs in the faculty member's absence and the availability of funds. Faculty members are eligible for release time, tuition reimbursement, or a pro rata combination of both. Faculty members may be reimbursed for up to one hundred percent (100) of tuition or registration costs upon successful completion of the program. Faculty members may be granted release time, including the travel time, in lieu of reimbursement.

E. **Health promotion incentives.** The Joint Labor-Management Committee on Health Plans shall develop a program that provides incentives for faculty members who participate in a health promotion program. The health promotion program shall emphasize the adoption and maintenance of healthier lifestyle behaviors and shall encourage wiser usage of the health care system.

F. **Post Retirement Health Care Benefit.** Employees who retire on or after January 1, 2008, shall be entitled to a contribution of two hundred fifty dollars (\$250) to the Minnesota State Retirement System (MSRS) Health Care Savings Plan, if at the time of retirement the employee is entitled to either a) an annuity under a State retirement program, or b) receive a retirement benefit under Minn. Stat. § 354B. An employee who becomes totally and permanently disabled on or after January 1, 2008, who received a State disability benefit, and is eligible for a deferred annuity under a State retirement program is also eligible for the two hundred fifty dollar (\$250) contribution to the MSRS Health Care Savings Plan. Employees are eligible for this benefit only once.

Section 7. Faculty Member Life Coverage.

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

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

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

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

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

Section 8. Faculty Member and Family Dental Coverage.

Subd. 1. Coverage Options. Eligible faculty members may select coverage under any one of the dental plans offered by the Employer, including health maintenance organization plans, the State Dental Plan, or other dental plans. Coverage offered through health maintenance organization plans is subject to change during the life of this Agreement upon action of the health maintenance organization and approval of the Employer after consultation with the Joint Labor/Management Committee on Health Plans. However, actuarial reductions in the level of HMO coverage effective during the term of this Agreement, including increases in co-payments, require approval of the Joint Labor/Management Committee on Health Plans. Coverage offered through the State Dental Plan is determined by Section 8. Subd. 2.

Subd. 2. Coverage Under the State Dental Plan. The State Dental Plan will provide the following coverage:

A. **Co-payments.** Effective January 1, ~~2008~~2012, the State Dental Plan will cover allowable charges for the following services subject to the co-payments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from dental care providers not in the State Dental Plan network. Services provided through the State Dental Plan are subject to the State Dental Plan's managed care procedures and principles, including standards of dental necessity and appropriate practice. The plan shall cover general cleaning two (2) times per plan year and special cleanings (root or deep cleaning) as prescribed by the dentist.

Service	In-Network	Out-of-Network
Diagnostic/Preventive	100%	50% after deductible
Fillings	60% after deductible	50% after deductible
Endodontics	60% after deductible	50% after deductible
Periodontics	60% after deductible	50% after deductible
Oral Surgery	60% after deductible	50% after deductible
Crowns	60% after deductible	50% after deductible
Prosthetics	50% after deductible	50% after deductible

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

Prosthetic Repairs	50% after deductible	50% after deductible
Orthodontics*	50% after deductible	50% after deductible

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

- B. **Deductible.** An annual deductible of fifty dollars (\$50) per person and one hundred fifty dollars (\$150) per family applies to State Dental Plan non-preventive services received from in-network providers. An annual deductible of one hundred twenty-five dollars (\$125) per person applies to State Dental Plan services received from out of network providers. The deductible must be satisfied before coverage begins.
- C. **Annual maximums.** State Dental Plan coverage is subject to a one thousand dollar (\$1,000) annual maximum benefit payable (excluding orthodontia) per person. "Annual" means per insurance year.
- D. **Orthodontia lifetime maximum.** Orthodontia benefits are available to eligible dependent children ages 8 through 18 subject to a two thousand four hundred dollar (\$2,400) lifetime maximum benefit.

Section 9. Optional Coverage.

Subd. 1. Life Coverage.

- A. **Faculty member.** A faculty member may purchase up to five hundred thousand dollars (\$500,000) additional life insurance, in increments established by the Employer, subject to satisfactory evidence of insurability. A new faculty member may purchase up to two (2) times annual salary in optional faculty member life coverage by their initial effective date of coverage as defined in this Article, Section 5, Subd. 3, without evidence of insurability. A faculty member who becomes eligible for insurance may purchase up to two (2) times annual salary in optional faculty member life coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Article.
- B. **Spouse.** A faculty member may purchase up to five hundred thousand dollars (\$500,000) life insurance coverage for his/her spouse in increments established by the Employer, subject to satisfactory evidence of insurability. A new faculty member may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse life coverage by their initial effective date of coverage as defined in this Article, Section 5, Subd. 3. without evidence of insurability. A faculty member who becomes eligible for insurance may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Article.
- C. **Children/Grandchildren.** A faculty member may purchase life insurance in the amount of ten thousand dollars (\$10,000) as a package for all eligible children/grandchildren (as

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 defined in Section 2, Subd.3 of this Article). For a new faculty member child/grandchild
2 coverage requires evidence of insurability if application is made after the initial effective
3 date of coverage as defined in this Article, Section 5, Subd. 3. A faculty member who
4 becomes eligible for insurance may purchase child/grandchild coverage without evidence
5 of insurability if application is made within thirty (30) days of the initial effective date as
6 defined in this Article. Child/grandchild coverage commences fourteen (14) calendar
7 days after birth.
8

9 D. **Accelerated Life.** The additional faculty member, spouse ~~or~~ and child life insurance
10 policies will include an accelerated benefits agreement providing for payment of benefits
11 prior to death if the insured has a terminal condition.
12

13 E. **Waiver of Premium.** In the event a faculty member becomes totally disabled before age
14 seventy (70), there shall be a waiver of premium for all life insurance coverage that the
15 faculty member had at the time of disability.
16

17 F. **Paid Up Life Policy.** At age sixty-five (65) or the date of retirement, a faculty member
18 who has carried optional faculty member life insurance for the five (5) consecutive years
19 immediately preceding the date of the faculty member's retirement or age sixty-five (65),
20 whichever is later, shall receive a post-retirement paid-up life insurance policy in an
21 amount equal to fifteen (15) percent of the smallest amount of optional faculty member
22 life insurance in force during that five (5) year period. The faculty member's post-
23 retirement death benefit shall be effective as of the date of the faculty member's
24 retirement or the faculty member age sixty-five (65), whichever is later. Faculty
25 members who retire prior to age sixty-five (65) must be immediately eligible to receive a
26 state retirement annuity and must continue their optional faculty member life insurance to
27 age sixty-five (65) in order to remain eligible for the faculty member post-retirement
28 death benefit.
29

30 A faculty member who has carried optional spouse life insurance for the five (5)
31 consecutive years immediately preceding the date of the faculty member's retirement or
32 spouse age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life
33 insurance policy in an amount equal to fifteen (15) percent of the smallest amount of
34 optional spouse life insurance in force during that five (5) year period. The spouse post-
35 retirement death benefit shall be effective as of the date of the faculty member's
36 retirement or spouse age sixty-five (65), whichever is later. The faculty member must
37 continue the full amount of optional spouse life insurance to the date of the faculty
38 member's retirement or spouse ~~or~~ [TB62] age sixty-five (65), whichever is later, in order to
39 remain eligible for the spouse [TB63] post-retirement death benefit.
40

41 Each policy remains separate and distinct, and amounts may not be combined for the
42 purpose of increasing the amount of a single policy.
43

44 **Subd. 2. Disability Coverage.**
45

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

- 1 A. **Short-term Disability Coverage.** A faculty member may purchase short-term disability
2 coverage that provides benefits of from three hundred dollars (\$300) to five thousand
3 dollars (\$5,000) per month, up to two-thirds (2/3) of a faculty member's salary, for up to
4 one hundred eighty (180) days during total disability due to a non-occupational accident
5 or a non-occupational sickness. Benefits are paid from the first day of a disabling injury
6 or from the eighth day of a disabling sickness. For a new faculty member coverage
7 applied for the initial effective date of coverage as defined in Section 5, Subd. 3. of this
8 Article does not require evidence of insurability. For a faculty member who becomes
9 eligible for insurance, coverage applied for within thirty (30) days of the initial effective
10 date does not require evidence of insurability.
11
- 12 B. **Long-term Disability Coverage.** New faculty members may enroll in long-term
13 disability insurance by their initial effective date of coverage. Faculty members who
14 become eligible for insurance may enroll in long-term disability insurance within thirty
15 (30) days of their initial effective date as defined in this Article, Section 5, Subd 3. The
16 terms are the same as for faculty members who wish to add/increase coverage during the
17 annual open enrollment. During open enrollment only, a faculty member may purchase
18 long-term disability coverage that provides benefits of from three hundred dollars (\$300)
19 to seven thousand dollars (\$7,000) per month, based on the faculty member's salary,
20 commencing on the 181st calendar day of total disability, and not subject to evidence of
21 insurability but with a limited term pre-existing condition exclusion. Faculty members
22 should be aware that other wage replacement benefits, as described in the certificate of
23 coverage (i.e., Social Security Disability, Minnesota State Retirement Disability, etc.),
24 may result in a reduction of the monthly benefit levels purchased. In any event, the
25 minimum is the greater of three hundred dollars (\$300) or fifteen (15) percent of the
26 amount purchased. The minimum benefit will not be reduced by any other wage
27 replacement benefit. In the event that the faculty member becomes totally disabled
28 before age seventy (70), the premiums on this benefit shall be waived. When an eligible
29 faculty member has elected to take the state's long term disability, the faculty member
30 shall pay the entire premium via payroll deduction.
31
- 32 C. **Accidental Death and Dismemberment Coverage.** A faculty member may purchase
33 accidental death and dismemberment coverage that provides principal sum benefits in
34 amounts ranging from five thousand dollars (\$5,000) to one hundred thousand dollars
35 (\$100,000). Payment is made only for accidental bodily injury or death and may vary,
36 depending upon the extent of dismemberment. A faculty member may also purchase
37 from five thousand dollars (\$5,000) to twenty-five thousand dollars (\$25,000) in
38 coverage for his/her spouse, but not in excess of the amount carried by the faculty
39 member.
40
- 41 D. **Continuation of Optional Coverage During Unpaid Leave or Layoff.** A faculty
42 member who takes an unpaid leave of absence or who is laid off may discontinue
43 premium payments on optional policies during the period of leave or layoff. If the
44 faculty member returns within one (1) year, the faculty member shall be permitted to pick

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 up all optional coverage held prior to the leave or layoff. For purposes of reinstating such
2 optional coverage, the following limitations shall be applicable.
3

4 For the first twenty-four (24) months of long-term disability coverage after such a period
5 of leave or layoff during which long-term disability coverage was discontinued, any such
6 disability coverage shall exclude coverage for pre-existing conditions. For disability
7 purposes, a pre-existing condition is defined as any disability that is caused by, or results
8 from, any injury, sickness or pregnancy that occurred, was diagnosed, or for which
9 medical care was received during the period of leave or layoff. In addition, any pre-
10 existing condition limitations that would have been in effect under the policy but for the
11 discontinuance of coverage shall continue to apply as provided in the policy.
12

13 The limitations set forth above do not apply to leaves that qualify under the Family
14 Medical Leave Act (FMLA).
15

16 **Section 10. Group Premium for Early Retirement.** Faculty members who retire from state
17 service prior to age sixty-five (65) with ten (10) years of credited pension service, and who are
18 entitled at the time of retirement to receive an annuity under a state retirement program shall be
19 eligible to continue to participate, at the faculty member's expense, in the group hospital, medical
20 and dental benefits as set forth in M.S. 43A.27, Subd. 3. at the state group premium rates.
21

22 **ARTICLE 20**
23 **APPOINTMENTS AND CREDENTIAL FIELDS**
24

25 **Section 1. Appointments.** All appointments shall be made by the college via a letter of
26 appointment which includes the type of appointment, the length of appointment (if not an
27 unlimited position), the faculty member's address, State of Minnesota employee identification
28 number, and the wages. The college shall provide the MSCF with a copy of this letter of
29 appointment. In the case of adjunct and temporary part-time faculty, a letter of appointment will
30 be used which includes information regarding the managerial right to cancel some or all of the
31 temporary appointment in order to fulfill the contractual obligations to unlimited full-time and
32 unlimited part-time faculty.
33

34 **Subd. 1. Types of Appointments.** The following types of appointments may be made:
35 unlimited full-time, unlimited part-time, temporary full-time, and temporary part-time, and
36 adjunct.
37

38 **Subd. 2. Posting of Vacancies.** The college president or designee shall simultaneously
39 distribute both full-time and part-time vacancy notices to all campus/sites for posting on the
40 official bulletin board prior to any external advertisements or postings. Copies shall also be
41 sent to the MSCF designee. No position shall be filled until at least ten (10) days have
42 elapsed after posting the notification.
43

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 **Section 2. Unlimited Full-time.** An unlimited full-time faculty member is defined as a faculty
2 member with a full-time assignment for an academic year that carries the assumption that such
3 employment will continue on a full-time basis in subsequent years. To qualify for unlimited
4 full-time status, the faculty member must meet minimum qualifications for the credential field
5 and successfully complete probationary status. All unlimited full-time positions must be posted
6 with an approved credential field. When a credential field does not exist, the Co-chairs of the
7 Joint Committee on Credential Fields shall be notified prior to the creation of the temporary
8 minimum qualifications.

9
10 No faculty member shall serve more than one (1) probationary period in the MSCF bargaining
11 unit except when the faculty member has separated for more than five (5) years. An unlimited
12 full-time faculty member who is rehired into an unlimited position after being separated for more
13 than five (5) years may be required to serve a one (1) year probationary period upon rehire.
14 Time spent on layoff or recall shall not count as being separated.

15
16 **Subd. 1. Probationary Status.** A faculty member must complete three (3) years (six (6)
17 semesters) of probationary status before becoming an unlimited full-time faculty member. A
18 probationary appointment means that the individual holding such status is being evaluated for
19 purposes of determining whether or not unlimited status will be granted. A probationary
20 faculty member who successfully completes the probationary appointment period shall
21 become an unlimited full-time faculty member.

22
23 **Subd 2. Non-Renewal.** Probationary faculty members who are non-renewed shall be
24 notified of the non-renewal by certified mail no later than one (1) month prior to the end of
25 the sixth (6th) probationary semester.

26
27 There shall be no employment rights for layoff or recall for probationary faculty
28 members. The non-renewal of a probationary faculty member is not subject to the
29 grievance procedures, outlined in Article 27.

30
31 **Subd. 3. Unlimited Special.** If it is to the mutual advantage of the faculty member and the
32 college, an unlimited full-time faculty member's load may be reduced to a load between fifty
33 percent (50%) and eighty percent (80%) of a full-time load for a semester, two (2) semesters
34 or one (1) or more academic years. For purposes of this provision, a full-time load shall be
35 defined in accordance with the workload provisions of this Contract. Such reduction must
36 have the agreement of the faculty member and the college president. Written notification of
37 the agreement must be submitted to the ~~Office of the Chancellor's~~ [system office](#) and the MSCF.
38 The agreement relative to the reduction and the conditions under which the faculty member
39 may or must return to full-time status shall be stated in writing at the time of the agreed
40 reduction. Such unlimited special faculty member shall have each year of service count as a
41 full year for purposes of seniority, step movement, and sabbatical leave. Other fringe
42 benefits shall accrue to such faculty member in accordance with the contract provisions in
43 effect at the time. Faculty members who are eligible under M.S. 354.66, 354A.094 or
44 354B.31 part-time teacher programs may elect to participate if participation is at no

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 additional cost to the Employer. A work assignment load reduction under this provision shall
2 not be construed as a leave of absence under Article 15.
3

4 **Section 3. Unlimited Part-time.** An unlimited part-time faculty member is defined as a faculty
5 member with a part-time assignment between forty percent (40%) and eighty percent (80%) for
6 an academic year that carries the assumption that such employment will continue on a part-time
7 basis in subsequent years. To qualify for unlimited part-time status, the faculty member must
8 meet minimum qualifications for the credential field and successfully complete the probationary
9 period. All unlimited part-time positions must be posted with an approved credential field.
10

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

16
17 **Subd. 1. Level of Minimum Guarantee.** The minimum percentage guaranteed of an
18 unlimited part-time position shall be established when the position is posted or be the level of
19 employment during the previous academic year when a temporary part-time faculty member
20 is granted unlimited part-time status. Assignments above the minimum guarantee may be
21 made. Unlimited part-time faculty members will be offered up to eighty percent (80%) when
22 assignments are available. Fringe benefits will be based on the minimum guaranteed
23 appointment or actual academic year workload, whichever is greater and will be annualized.
24

25 An unlimited part-time faculty member holding appointments at more than one state college
26 who has conflicting work schedules must select which college's assignment s/he will meet
27 and must resign the appointment from the other college if alternative arrangements which are
28 acceptable to the college administration cannot be implemented. Unlimited part-time faculty
29 who decline assignments as part of the minimum guaranteed percentage appointment or who
30 refuse unlimited full-time positions that are offered at their college shall lose their unlimited
31 part-time status.
32

33 **Subd. 2. Probationary Status.** A faculty member must complete six (6) semesters of
34 probationary status before becoming an unlimited part-time faculty member. A probationary
35 appointment means that the individual holding such status is being evaluated for purposes of
36 determining whether or not unlimited status will be granted. A probationary faculty member
37 who successfully completes the probationary appointment shall become an unlimited part-
38 time faculty member.
39

40 **Subd 3. Non-Renewal.** Probationary faculty members who are non-renewed shall be
41 notified of the non-renewal by certified mail no later than one (1) month prior to the end of
42 the sixth (6th) probationary semester.
43

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

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

5 **Subd. 4. Conversion from Unlimited and Probationary Part-time to Unlimited and**
6 **Probationary Full-time.** Upon mutual agreement between the MSCF and the college
7 president, a current unlimited part-time faculty member may be granted an unlimited
8 full-time position at his/her college that includes his/her current unlimited part-time
9 assignment. Faculty members serving their probationary period may also convert as long as
10 the minimum qualifications for the credential field(s) are fully met at the time of conversion.
11 At the time of conversion the remaining probationary period from the probationary unlimited
12 part-time appointment will transfer to the probationary unlimited full-time appointment.
13

14 **Subd. 5. Automatic Rollover from Unlimited Part Time to Unlimited Full Time.**
15 Unlimited part-time faculty whose actual assignments exceed eighty percent (80%) for two
16 (2) consecutive academic years shall be converted to unlimited full-time status at their
17 college if there are no eligible unlimited full-time faculty members on layoff who claim the
18 position. Assignments for replacement of other faculty on sabbatical leave or assignments
19 paid from soft money will not qualify as actual assignments for purposes of automatic
20 conversion to unlimited full-time. Such assignments shall be identified at the time the
21 assignments are made.
22

23 **Section 4. Temporary Full-time.** A temporary full-time faculty member is defined as a faculty
24 member who has been hired for a full-time assignment for an academic year. A temporary full-
25 time faculty member must meet the minimum qualifications for the credential field of the
26 position. Such employment terminates at the end of the stated appointment. When the length of
27 the temporary full-time position is known to be more than one year, the posting shall indicate the
28 number of years. The typical duration of the posted position will be one (1) academic year, but a
29 temporary full-time appointment may be continued for up to five (5) years without posting in the
30 interim if no unlimited full-time faculty member is on layoff. Notwithstanding the provisions
31 contained in Article 22, Section 10, Subd. 2, faculty who transfer to a temporary full-time
32 position posted for more than one year shall be granted the position for the number of years
33 contained in the posting.
34

35 When a faculty member who has held a temporary full-time appointment for three (3) full
36 academic years is rehired to an unlimited full-time position in the same established credential
37 field, the faculty member shall receive an unlimited full-time appointment rather than a
38 probationary appointment. If a faculty member who holds a temporary full-time appointment for
39 six (6) or more years at a college requests unlimited status, s/he shall be granted such status if
40 agreed to by the college president. If a faculty member who holds a ~~non-non-grant~~^[TB64] funded
41 temporary full-time appointment for six (6) consecutive years at a college requests unlimited
42 status, he/she shall be granted such status.
43

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 **Section 5. Temporary Part-time.** A temporary part-time faculty member is defined as a faculty
2 member with a part-time assignment of five (5) or more credits in a semester or a summer
3 session. Such employment terminates at the end of the stated appointment period except as
4 provided in Article 25 of this Contract. Temporary part-time faculty members will be hired in
5 accordance with MnSCU policies and procedures.

6
7 **Subd. 1. Overload Assignments for Temporary Part-time.** A temporary part-time faculty
8 member shall not be assigned overload unless the assignment is made in an emergency
9 situation.

10
11 **Subd. 2. Full-time Assignment of Temporary Part-time Faculty.** A temporary part-time
12 faculty member shall not be assigned a full load (30 or 32 credits as appropriate) at the same
13 college unless s/he meets the minimum qualifications for the credential field(s). If a
14 temporary part-time faculty member is assigned a full load, the faculty member shall be
15 converted to temporary full-time in accordance with the following:

- 16
17 A. The conversion shall be made without the position being posted.
18
19 B. The conversion shall occur when the faculty member begins working either the 30th or
20 32nd credit.
21
22 C. The conversion shall not be retroactive for the purposes of insurance eligibility or
23 sabbatical leave eligibility.

24
25 **Subd. 3. Changing Converted Temporary Full-time to Unlimited Full-time.** If a
26 temporary part-time faculty member is converted to temporary full-time for six consecutive
27 years at the same college, the faculty member shall be changed to unlimited full-time
28 effective the next fall semester.

29
30 **Section 6. Adjunct Faculty Member.** An adjunct faculty member is defined as a faculty
31 member with a part-time assignment of fewer than five (5) credits for a semester or a summer
32 session. Such employment terminates at the end of the stated appointment period except as
33 provided in Article 25 of this Contract.

34
35 **Section 7. Hiring Practices.** The Employer will insure that the system employs no less than
36 seventy percent (70%) of the total ~~FYE FTE~~ MSCF bargaining unit ten (10) faculty as unlimited
37 full-time faculty headcount FTE and plus unlimited part-time faculty minimum guarantee FTE
38 that each state college employs no less than sixty percent (60%) of the total ~~FYE FTE~~ MSCF
39 bargaining unit ten (10) faculty as unlimited full-time faculty headcount FTE plus unlimited part-
40 time faculty minimum guarantee FTE as calculated below.

41
42 **Subd. 1. Calculation of UFT Positions Needed.** The basis for calculating the number of
43 unlimited full-time faculty positions required at each college will be as follows:

- 44
45 A. No later than February 15 of each year, the Employer shall provide the MSCF with a

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 report of total MSCF bargaining unit employment at all technical colleges, community
2 colleges and comprehensive community colleges for the current year. This report will
3 include all credit assignments, including overload during the academic year, activity
4 credits, and fifty percent (50%) of the concurrent enrollment, provided by full-time and
5 part-time faculty regardless of bargaining unit eligibility. It shall include all persons who
6 are paid wages by the college or system regardless of funding source.

7
8 Summer assignments, extra days and customized training (credit and non-credit)
9 provided by customized training faculty members as defined in Article 28, awards for
10 excellence and miscellaneous wages as defined in Article 13, Section 4 and 7,
11 respectively, shall not be included in this calculation.

12
13 B. The work that is done by temporary faculty members who are hired as replacements for
14 sabbatical leaves and for MSCF release time shall be subtracted from the total at each
15 college.

16
17 C. The hiring practices requirement of seventy percent (70%) state-wide and sixty percent
18 (60%) at each college shall be established by multiplying the total MSCF employment as
19 described above times 0.70 and 0.60 and rounded to the nearest whole number. If the
20 rounding down causes the percentage to go below seventy percent (70%) and sixty
21 percent (60%), the number will be rounded up.

22
23 **Subd. 2. Verification of Rosters.** The unlimited full-time and unlimited part-time faculty
24 rosters as of February 15 shall include all instructors, counselors and librarians, with the
25 exception of new unlimited part time faculty after July 1, 1987. No later than March 15 of
26 each year, the Office of the Chancellor system office and the MSCF shall jointly produce an
27 analysis of the unlimited full-time MSCF faculty employed at each technical college,
28 community college and consolidated community college for the current academic year. The
29 analysis will examine each college. Customized Training faculty members as defined in
30 Article 28 shall not be included in this analysis.

31
32 A. Faculty who have been terminated for cause or have been non-renewed as of February 15
33 shall be subtracted from the total. Any faculty member who is on an unpaid leave of
34 absence to serve as a MnSCU administrator for more than three (3) years shall also be
35 subtracted from the total.

36
37 B. The difference between the number of unlimited full-time headcount FTE plus part-time
38 unlimited minimum guarantee FTE faculty currently employed at each college as of
39 February 15 and respective of deletions indicated above and the number needed to insure
40 seventy percent (70%) and sixty percent (60%) as established in Subd. 1, paragraphs A
41 and B above shall be the minimum number posted and hired. The posting of the required
42 number of unlimited full-time positions needed to be in compliance with the hiring
43 practices above shall occur no later than March 31, to allow for filling at the start of the
44 next academic year. It is the intent of this section to provide compliance by the
45 beginning of the next academic year. The Office of the Chancellor system office and the

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 MSCF will meet no later than May 1 to assure that the number of positions posted will
2 bring the colleges into compliance.
3

4 Class size increases may not be used to alter the ratio of unlimited full-time faculty to
5 temporary part-time faculty.
6

7 Colleges with a higher percentage of unlimited full-time headcount FTE plus unlimited part-
8 time minimum guarantee FTE faculty than the sixty percent (60%) referenced above may not
9 use the percentage of full-time faculty as a reason to issue layoff notices.

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

12
13 **Section 8. Faculty Credential Fields (Assigned Fields, License Fields and new and/or**
14 **modified Credential Fields, See MnSCU website,**
15 **<http://www.ctc.mnscu.edu/index.html>**^[TB65]**).**
16

17 **Subd. 1. Establishing A Credential Field.** The credential field of instructors, counselors,
18 or librarians shall be the field for which the faculty member was hired as approved by the
19 college president. This credential field must correspond to the majority of the assignments
20 held. Upon initial hiring a written notice of the credential field shall be sent to the faculty
21 member and MSCF and a written notice of any change in credential field shall be sent to the
22 faculty member and MSCF. A student activity assignment shall not be considered an
23 assigned field. The faculty member shall file official copies of required transcripts to comply
24 with the credentialing process in accordance with Board Policy 3.32. College Faculty
25 Credentialing. The evaluation of those credentials shall be provided to the faculty member
26 and to the MSCF.
27

28 An additional credential field(s) shall be added, by the college president, under the following
29 provisions:
30

31 A. **Designation of a Credential Field(s) Upon Initial Hire.** As part of the original
32 credential field when the assignment is verified by the college to include at least six (6)
33 credits per semester for two (2) semesters within the first two (2) academic years, the
34 college president verifies that the assignment will continue, and the faculty member
35 meets the system established minimum qualifications for the credential field.
36

37 B. **Adding an Assigned Field(s) Subsequent to Unlimited Status.** Adding an additional
38 assigned field occurs when an unlimited full-time or unlimited part-time faculty member
39 has completed assignments of at least four (4) credits per semester in the requested
40 assigned field, for two (2) semesters within two (2) consecutive academic years, the
41 college president verifies that the assignment will continue, and the faculty member
42 meets system established minimum qualifications for the assigned field.
43

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 C. **Adding a License Field(s) Subsequent to Unlimited Status.** Adding an additional
2 license field occurs when an unlimited full-time or unlimited part-time faculty meets
3 system established minimum qualifications for the license field and is reassigned into the
4 new license field area.

5
6 D. **Layoff Prohibition.** A faculty member shall not be granted an initial or subsequent
7 credential field at a college if another faculty member is on notice of layoff or on layoff
8 in that credential field at the college.

9
10 **Subd. 2. Joint Committee on Credential Fields.** A joint committee composed equally of
11 faculty members appointed by the MSCF and administrators appointed by the Chancellor
12 shall continue to make recommendations on credential fields and minimum hiring
13 qualifications to the Chancellor. When the joint committee and the ~~Office of the Chancellor~~
14 ~~system office~~ have reached agreement on a credential field and the minimum qualifications,
15 the Employer will maintain the current qualifications and provide a copy to the MSCF. The
16 Employer will also maintain a current listing of faculty who hold each credential field and
17 will provide a copy to the MSCF. The current listing of credential fields and the minimum
18 qualifications are available on the Employer's website and at the college's human resources
19 office.

20
21 **Section 9. Changes in Credential Field(s).** If the ~~Office of the Chancellor~~ ~~system office~~
22 modifies the faculty member's credential field(s) in such a way that the faculty member must
23 retrain, the Employer will bear all costs including release time for the retraining.

24
25 **ARTICLE 21**
26 **SENIORITY**
27

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

32
33 For purposes of seniority, all Minnesota state colleges shall be considered to have the same
34 starting date for comparable semesters. The semester starting date shall be the earliest date
35 published each year for each semester at a Minnesota state college as the first work date for the
36 faculty. When a faculty member's first employment date is prior to the starting date, the extra
37 days worked shall be reflected on the seniority roster and may be used if necessary in the tie
38 breaking process. When a faculty member's first employment date is later than the common
39 date, the actual starting date will be the starting date.

40
41 **Section 1. Seniority Defined.** Seniority of a faculty member shall be determined by figuring
42 the total FTE length of continuous probationary and unlimited full-time or unlimited part-time
43 service in the faculty member's credential field(s) since the faculty member's starting date in the
44 credential field. The starting date of a faculty member's seniority shall be the beginning of the

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 term when a faculty member started probationary/unlimited full-time or probationary/unlimited
2 part-time service. Seniority shall accrue in each credential field held by the faculty member.
3

4 Faculty members appointed as MnSCU administrators may be granted a leave of absence of up
5 to three (3) years and continue to accrue seniority during such three (3) year period. Each
6 administrators who remains in a MnSCU administrator position after three (3) years shall be
7 removed from the seniority roster. In the event that the administrator is rehired into the MSCF
8 bargaining unit, the administrator shall have his/her seniority reinstated for all time actually
9 served as a faculty member.
10

11 The procedures for the establishment, posting and appeal of the seniority lists are described
12 below:
13

14 **Section 2. Site Defined.** A “site” is defined as an off campus location where one or more
15 unlimited full-time faculty members are assigned as their primary work site. For purposes of
16 definition within this section the current sites are Native American [TB66]reservations,
17 correctional facilities, and current locations mutually agreed upon for community-based
18 programs. The establishment of any future site shall be determined by mutual agreement
19 between MnSCU and MSCF. A college may include multiple campuses and/or sites.
20

21 **Subd. 1.** Small business management, farm business management, computer small
22 business, lamb and wool management, specialty crops management, and other like
23 programs faculty will have site-based seniority only. Faculty members who transfer to an
24 existing or new site will retain seniority rights to their original site or campus.
25

26 **Subd. 2.** Corrections facility faculty will have site-based seniority only. Corrections
27 facility faculty who had position rights at a campus/college prior to July 1, 1995, will
28 retain all other rights provided in this agreement. Faculty members who transfer to a
29 corrections facility will retain seniority rights to their original site or campus.
30

31 **Subd. 3.** Native American reservations faculty will have site-based seniority only.
32 Native American reservations faculty who had position rights at a campus/college prior to
33 July 1, 1995, will retain all other rights provided in this agreement. Faculty members
34 who transfer to a Native American reservation site will retain seniority rights to their
35 original site or campus.
36

37 **Section 3. Calculation of Temporary Service.** When a temporary faculty member who has
38 been employed continuously (at least one (1) semester per academic year) becomes probationary,
39 unlimited full-time or unlimited part-time his/her seniority shall be calculated by including
40 his/her service prior to the change in status on a pro rata (FTE) basis at the college.
41

42 **Section 4. Unlimited Part-Time Seniority Roster.** All faculty members granted unlimited
43 part-time status shall have their seniority status maintained on a separate roster from unlimited
44 full-time faculty.
45

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 **Section 5. Posting and Recalculation.** The seniority roster shall be posted by November 1 of
2 each academic year. Faculty members may request seniority recalculations within thirty (30)
3 | calendar days after distribution of the seniority roster. The ~~Office of the Chancellors~~system office
4 and MSCF shall maintain a statewide seniority system.
5

6 **Section 6. Tie Breakers.** A tie may occur whenever two (2) or more faculty members are hired
7 at the same time in the same credential field(s), when faculty members return from an unpaid
8 leave of absence that does not merit the accrual of seniority, and when faculty members are hired
9 with previous temporary service.
10

11 Ties in college/campus/site seniority shall be broken at the time of employment. Ties in
12 statewide seniority shall be broken at the time of claiming or at the time of determining
13 sabbatical leave eligibility. When two (2) or more faculty members have the same seniority,
14 their relative position shall be determined by using the following criteria in the order listed:
15

- 16 A. The faculty member with the greater total employment in the Minnesota state college,
17 including temporary employment, shall have the greater seniority.
18
- 19 B. The faculty member with the higher number of graduate credits in the credential field
20 shall have the greater seniority.
21
- 22 C. The faculty member with the earlier date on which the issuing agency approved the
23 license, as evidenced by the issuing agency's signature and date on the license application
24 form, shall have the greater seniority.
25
- 26 D. If after consideration of A, B, and C above, a tie still exists, the tie shall be broken by lot.
27

28 **Section 7. Break in Seniority.** Seniority shall be broken by resignation, retirement, failure to
29 return from an authorized leave of absence, or failure to return from a layoff. An unlimited full-
30 time or unlimited part-time faculty member who is placed in a temporary part-time status shall
31 not be considered to have had a break in service during the period of temporary part-time status.
32

33 **Section 8. Seniority in New Credential Fields.** If subsequent to a faculty member's start of
34 unlimited service in the faculty member's initial credential field, another credential field is/was
35 approved for such faculty member, the seniority in this credential field shall start at the
36 beginning of the semester when such credential field was approved.
37

38 Once a credential field is approved and established for a faculty member, the faculty member
39 continues to accumulate seniority in that credential field for as long as the faculty member
40 remains as an unlimited faculty member in the system.
41

42 If a faculty member has more than one (1) credential field, and the original credential field is
43 deleted from the MnSCU Board Policy or MnSCU procedures, then the faculty member will be
44 granted seniority in the second credential retroactive to the original seniority date.
45

1 **Section 9. Seniority at a New College Via Claiming.**
2

3 **Subd. 1.** A faculty member on layoff who claims a vacancy at another college in
4 a new credential field shall retain system seniority in the original credential field(s).
5 Such faculty member shall have his/her system seniority in the original credential field(s)
6 noted on the college seniority roster. S/he shall begin accruing seniority in the new
7 credential field starting from the beginning of the semester in which s/he claims.
8

9 **Subd. 2.** A faculty member on layoff who claims a vacancy at another college in a
10 credential field that the faculty member already holds shall retain system seniority and
11 shall establish college seniority at the new college equal to the seniority held at the
12 previous college.
13

14 **Section 10. Seniority at a New College Via Voluntary Transfer.** A faculty member who
15 voluntarily transfers to a position in another college shall retain system wide seniority in the
16 original credential field(s) for purposes of claiming positions in the future, salary schedule
17 placement, and sabbatical eligibility/tie breakers. S/he shall begin accruing seniority at the new
18 college starting from the beginning of the semester in which s/he transfers barring an
19 agreement per Article 22, Section 9 between the parties to the contrary.
20

21 **ARTICLE 22**
22 **LAYOFF AND FACULTY TRANSFERS**
23

24 **Section 1. Layoffs.** Layoffs of unlimited faculty members may occur only when necessary for
25 bona fide, good, and sufficient reasons.
26

27 **Subd. 1. Reasons.** The administration shall provide both the MSCF and the faculty
28 member affected a written summary of the circumstances giving cause to the layoff and
29 of the alternatives to layoff which have been considered. If layoffs are to occur, the
30 administration shall meet with the MSCF to discuss the layoffs at a Shared Governance
31 Council meeting. Such meeting shall be scheduled prior to November 15.
32

33 **Subd. 2. Layoff Notice Timelines.** If a layoff is contemplated by the administration,
34 the faculty member on the unlimited full-time seniority roster who is to be laid off shall
35 be notified of the impending layoff no later than November 1 to be effective on the last
36 day of the next spring semester. Unlimited part-time faculty members shall be notified in
37 writing of impending layoff by November 1 of an impending layoff to be effective at the
38 end of the spring semester, and no later than April 1 of an impending layoff to be
39 effective at the end of the following fall semester. The layoff is subject to the shared
40 governance language contained in Article 8.
41

42 **Subd. 3. Order.** Layoffs shall be based on inverse seniority within the credential field.
43 A faculty member shall not be laid off if a less senior faculty member in the college holds
44 a position for which the first faculty member is qualified and has greater seniority at the

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 college. No layoffs shall be made if the college continues to employ part-time faculty
2 members who are providing bargaining unit work in the faculty member's credential
3 field(s).
4

5 A. Post Retirement Annuitant members in the credential field shall be terminated before
6 a probationary faculty member is terminated.
7

8 B. Temporary faculty members in the credential field shall be terminated before a
9 probationary faculty member is terminated.
10

11 C. Probationary faculty members in the credential field shall be terminated before any
12 unlimited faculty member is laid off.
13

14 D. Unlimited part-time faculty shall be laid off based on inverse seniority within the
15 credential field prior to any unlimited full-time faculty member.
16

17 **Subd. 4. Equalization of Budget Cuts.** In the case of a substantial reduction in funds
18 available to the board for state colleges, every effort shall be made to equalize the effect
19 of the reduction on all staff at the technical, community and consolidated colleges.
20

21 **Subd. 5. College Closing.** In the event a college is closed by the Board of Trustees
22 and/or the Minnesota State Legislature, the parties agree to meet and negotiate on the
23 impact of such closure on the terms and conditions of employment for affected faculty.
24

25 **Subd. 6. Recency Requirements.** The recency requirements in this Article can be
26 accomplished by a faculty member updating his/her knowledge/skills through
27 participation in activities with sufficient rigor and substance. The recency requirement
28 can also be accomplished through work assignment. In order to exercise the claiming
29 recall or bypass rights outlined in this Article, the assignment or updating must have
30 occurred within four (4) years of the claiming, recall or bypass decision.
31

32 If a faculty member requests an assignment in his/her other credential field(s) for the
33 purpose of maintaining recency, the assignment will not be denied in an arbitrary or
34 capricious manner.
35

36 **Section 2. Reinstatement of Position.** If a faculty member has claimed a position within the
37 state college system as provided for in this Article or if a faculty member is on the current recall
38 list, and the faculty member's original position is reinstated, said faculty member shall have the
39 first right to reclaim such position.
40

41 **Section 3. Consultation.** The Minnesota State Colleges and Universities shall provide, upon
42 request, consultation on retraining and transfer for faculty members who have received layoff
43 notices.
44

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 **Section 4. Layoff Procedure for Colleges with Multiple-Campuses or Sites.** The following
2 provisions are operative on a college-wide basis.
3

4 **Subd. 1. Identification of Positions to be Eliminated.**
5

- 6 A. College administration shall identify the position(s) that are being eliminated.
7
8 B. College administration shall also identify senior faculty who must be reassigned because
9 their position(s) is being eliminated.
10
11 C. Prior to or simultaneously with the official notification to affected faculty of layoff, the
12 college shall forward this information to the MSCF.
13

14 **Subd. 2. Issuance of Layoff Notices and/or Termination Notices and Identification of**
15 **Positions to be Eliminated.**
16

- 17 A. Layoff notices shall be given to the least senior faculty member(s) in the area of
18 assignment/licensure from which positions are being eliminated.
19
20 B. Termination notices shall be issued in the following order:
21 1. Temporary Faculty
22 2. Probationary Faculty
23
24 C. Layoff notices shall be issued in the following order:
25 1. Unlimited part-time faculty.
26 2. Least senior unlimited full-time faculty.
27
28 D. The position(s) occupied by those least senior faculty who have received notice of layoff
29 and/or termination notices shall be declared vacant in an (FTE) amount needed to
30 accommodate the reassignment of more senior faculty whose positions are being
31 eliminated, consistent with Subds. 3 and 4 of this section below.
32

33 **Subd. 3. Reassignment of Senior Faculty.**
34

- 35 A. The most senior faculty member whose position is being eliminated shall be offered
36 his/her choice of reassignment to the vacated position(s) as specified in Subd. 2 of this
37 section.
38
39 B. The college will make the offer of reassignment within ten (10) days of the date the
40 layoff notice was received by the faculty member.
41

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 C. If the faculty member declines this offer of reassignment, then s/he shall accept the
2 layoff, unless the layoff is rescinded prior to the effective date of layoff.
3

4 **Subd. 4. Reassignment of Senior Faculty due to Multiple Layoffs.** If it is necessary to
5 eliminate the positions of (and reassign) more than one senior faculty member, the affected
6 faculty members shall choose the vacated position to which they will be reassigned according
7 to the following order:
8

9 A. The most senior faculty member shall have first choice of the vacated positions described
10 in Subd. 2 of this section.
11

12 B. The second most senior faculty member shall have the second choice and so forth.
13

14 **Subd. 5. Deadlines for Faculty Identifying Choices.** Faculty members must indicate their
15 choice within twenty (20) days of receiving the offer of reassignment.
16

17 **Subd. 6. Reassignment, Transfer and Claiming.**
18

19 A. Reassignment consistent with Subd. 3 and 4 of this section constitutes a voluntary
20 transfer.
21

22 B. Reassignment Subds. 3 and 4 of this section is not a waiver of the right to recall or
23 reinstatement.
24

25 **Section 5. Multiple Credential Fields.**
26

27 **Subd. 1. Multiple Assigned Fields.** A faculty member who has more than one (1) assigned
28 field and has met the recency requirement by updating his/her knowledge/skills or held an
29 assignment(s) in that additional field within the last four (4) academic years, may be
30 by-passed for the purpose of layoff, when s/he has adequate seniority in another assigned
31 field(s) and sufficient workload is available in such field(s) to retain full-time employment.
32 When this occurs, the faculty member may not be assigned to teach in the assigned field
33 where the layoff occurred until such time that the laid-off faculty member has claimed
34 another full-time unlimited position, had his/her layoff rescinded, resigned, or had his/her
35 four (4) year claiming rights expire, whichever comes first. When the more senior faculty
36 member has provided notification of intent to claim part-time vacancies pursuant to this
37 article, s/he shall be offered all available assignments for which s/he is qualified prior to the
38 assignment of the less senior faculty member who was bypassed. If the more senior laid-off
39 faculty member rejects an offer to claim such assignments, the bypassed faculty member may
40 be reassigned in that field(s). The by-passed faculty member shall not be eligible for
41 re-training as provided in this article. In the event it is later determined by the administration
42 that a layoff is needed in the bypassed faculty member's other assigned fields(s) and that
43 faculty member is given the layoff notice, any grievance appeal of such layoff shall be
44 limited to the current circumstances in that assigned field.
45

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 **Subd. 2. Multiple Licenses.** Faculty members who are licensed in more than one (1)
2 program area and has met the recency requirement by updating his/her knowledge/skills or
3 held an assignment(s) in that additional field within the last four (4) academic years, will be
4 bypassed for layoff if she/he has greater seniority than another faculty member at the college
5 in any of her/his additional license area(s) according to the following:
6

- 7 A. The most senior faculty member(s) whose position is being eliminated will be offered
8 reassignment to the position of the least senior faculty member in all licensure areas held
9 by the faculty member(s) whose position is being eliminated.
10
11 B. The college will make the offer of reassignment within ten (10) days of the date the
12 layoff notice was received by the faculty member.
13
14 C. Faculty members must indicate their choice within twenty (20) days of receiving the offer
15 of reassignment.
16
17 D. If the more senior faculty member declines this offer of reassignment, then s/he shall
18 accept layoff, unless the layoff is rescinded prior to the effective date of layoff.
19

20 **Section 6. Retention Review.** A faculty member, who claims a vacancy in a credential field in
21 which s/he has not previously taught, may serve a retention review period of up to two (2) full,
22 consecutive semesters prior to obtaining unlimited status in the new credential field. The college
23 president may waive all or a portion of the retention review period. If the college determines that
24 a faculty member will not be retained in the new credential field, the member and the MSCF
25 chapter grievance representative will be notified in writing by the college. The notice will set
26 forth the rationale for the decision. Such decision may not be arbitrary or capricious. If the
27 faculty member is not retained as a result of the retention review, the faculty member shall be
28 returned to the layoff list and shall retain all rights to claim in the original credential field. The
29 total period of recall and/or claiming rights and retention review shall not exceed four (4) years.
30 Nothing in this section affects the parties' rights under Articles 25 and 27.
31

32 | **Section 7. Notification of Posted Vacancies.** The ~~Office of the Chancellor~~ system office shall
33 distribute vacancy notices via the MnSCU Employment Opportunities to the colleges for posting
34 on the official bulletin board simultaneous with any external advertisements or postings. A copy
35 shall also be sent to the MSCF President or designee. All unlimited full-time, temporary full-
36 time, and unlimited part-time MSCF positions shall be posted unless otherwise agreed to by the
37 Employer and the MSCF. No position shall be filled until at least fifteen (15) calendar days have
38 elapsed after posting date of the MnSCU Employment Opportunities, unless the ~~Office of the~~
39 | Chancellor system office and the MSCF have mutually agreed to an exception.
40

41 **Section 8. Layoff Benefits for Faculty with Assigned Field Credentials** JOW70|TB71.
42

43 **Subd. 1. Eligibility.** Eligibility for benefits provided by this section requires the faculty
44 member to be employed at the time of notice at a stand-alone community college or to be at a

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 consolidated college in a credential field the Bureau of Mediation Services order issued on
2 January 14, 1999 placed in the former MCCFA unit (See Appendix BA[JOW72][TB73]).
3

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

19 The faculty member on summer reassignment for retraining shall be compensated for no
20 more than six (6) credits at the pro rata rate for the summer session. This compensation is
21 overload pay but is not subject to the forty percent (40%) limitation contained in Article 13
22 of this Contract.
23

24 **Subd. 3. Tuition Support.** During the layoff notification period, as well as through the four
25 (4) year claiming period, a laid off unlimited full-time faculty member shall be provided with
26 twenty-four (24) graduate semester credits of full tuition support at any MnSCU institution
27 (faculty member only). Regardless of the number of credits of tuition support utilized, the
28 tuition support shall end at the beginning of the semester in which the faculty member begins
29 work in a claimed unlimited full-time position
30

31 **Subd. 4. Claiming Vacant Positions.** Faculty members who have met the recency
32 requirement by updating his/her knowledge/skills or held an assignment(s) in that additional
33 field within the last four (4) academic years and who are covered by this section may claim
34 and reserve positions as specified below.
35

36 A. **Claiming Period for Unlimited Full-time Faculty.** For a period of four (4) years a laid
37 off unlimited full-time faculty member may claim any posted bargaining unit vacancy in
38 any of the Minnesota technical, community or consolidated colleges for which s/he meets
39 the system established minimum qualifications for the credential field of the vacancy.
40 For a period of two (2) years, a laid off unlimited part-time faculty member may claim
41 any part-time assignment at the college from which s/he is laid off and for which
42 provided s/he meets the minimum qualifications for the credential field of the vacancy
43 and has met the recency requirement by updating his/her knowledge/skills or held an
44 assignment(s) in that additional field within the last four (4) academic years. If more than

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

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

4 **B. Claiming Period for Unlimited Part Time Faculty.** For a period of two (2) years, a laid
5 off unlimited part-time faculty member may claim any part-time assignment at the
6 college from which s/he is laid off and for which s/he meets the system established
7 minimum qualifications for the assigned field or license of the vacancy provided s/he has
8 met the recency requirement by updating his/her knowledge/skills or held an
9 assignment(s) in that additional field within the last four (4) academic years. If more than
10 one (1) laid off faculty member claims a particular vacancy, the faculty member with the
11 greatest state college system seniority shall receive the job.
12

13 **C. Process for Claiming Vacancies.**

14
15 | 1. **Notice of Full-time Vacancies.** The ~~Office of the Chancellors~~system office shall
16 notify all unlimited full-time faculty members on notice of layoff or on layoff of all
17 full-time vacancies within the system as soon as positions are open.
18

19 Once a faculty member on layoff has claimed and been awarded a vacancy within the
20 system, the claimed position may not be withdrawn.
21

22 | 2. **Claiming Posted Vacancies.** Faculty members wishing to claim or reserve a vacant
23 position must notify the ~~Office of the Chancellors~~system office with a copy to the
24 human resources designee at the college of the posted vacancy of their intent to do so
25 in writing during the fifteen (15) day posting period. In order to claim vacant
26 positions, faculty members must hold either the credential field of the vacancy or
27 meet the system established minimum qualifications for the credential field of the
28 vacancy.
29

30 Faculty members may not claim activity assignments. At the discretion of the
31 administration, faculty members can be reassigned or laid off from activity
32 assignments without cancellation of the assignment. A student activity assignment
33 shall not be considered a credential field, or designated assignment.
34

35 3. **Order of Claiming Posted Vacancies.** Current faculty members who have met the
36 recency requirement by updating his/her knowledge/skills or held an assignment(s) in
37 that additional field within the last four (4) academic years, may claim vacant
38 unlimited full-time or temporary full-time or unlimited part-time positions for which
39 they are qualified in the following order:
40

41 a. Unlimited full-time faculty members who have been notified of layoff and hold
42 the credential field or meet system established minimum qualifications for the
43 credential field;
44

45 b. Unlimited full-time faculty members in the order of seniority who are employed

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 in a credential field at a college in which a faculty member is on notice of layoff.
2

- 3 c. Unlimited full-time faculty members who have been notified of layoff or are laid
4 off and within the claiming period indicated in Section 5, Subd. 4. A. above and
5 who reserve the position via Section 5, Subd. 4, B. above and Subd. 7 [TB74]below
6 by declaring such and by preparing an approved/amended retraining plan to meet
7 system established minimum qualifications for the position.
8

9 **D. Claiming Part-time Work Assignments.**
10

- 11 1. **Order of Claiming Part-time Work Assignments.** Current faculty members who
12 are on layoff and have met the recency requirement by updating his/her
13 knowledge/skills or held an assignment(s) in that additional field within the last four
14 (4) academic years, may claim part-time work for which they are qualified in the
15 following order:
16

- 17 a. Unlimited full-time faculty members who are on layoff and hold the assigned
18 field or meet the system established minimum qualifications for the credential
19 field.
20
21 b. Unlimited part-time faculty members who are on layoff and hold the credential
22 field or meet the system established minimum qualifications for the credential
23 field may claim the part-time work at the college from which they are laid off, in
24 seniority order.
25

- 26 2. **Notification to College Human Resource Designees.** No later than the effective
27 date of layoff, the laid-off unlimited full-time faculty member shall file, with the
28 human resources designee(s) at all colleges where s/he would accept part-time work
29 for which s/he is qualified, a statement defining the minimum part-time work within
30 that college s/he would accept. This statement shall remain in effect until such time
31 as the faculty member submits documentation to the college human resources
32 designee(s) at each college where he/she would accept part-time work that the ~~Office~~
33 ~~of the Chancellors~~ system office has confirmed minimum qualifications for additional
34 assigned field(s) and/or the faculty member announces a change in the statement
35 above.
36

37 Subsequent to the effective date of layoff, the faculty member shall submit
38 documentation required to meet minimum qualifications for claiming an additional
39 assigned field(s), along with a letter identifying this as a request for approval of
40 minimum qualifications for part-time claiming. The ~~Office of the Chancellors~~ system
41 office shall have twenty (20) calendar days after the receipt of the final
42 documentation to complete the evaluation for minimum qualifications. Upon receipt
43 of the written confirmation from the ~~Office of the Chancellors~~ system office that the
44 minimum qualifications have been met, the faculty member shall submit a revised
45 statement to the respective college human resources designee(s) at each college where

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 part-time work would be accepted. Such revised statements will not be considered
2 for the next term unless received by the college human resources designee at least ten
3 (10) calendar days prior to the first day of that term. This ten (10) calendar day
4 requirement may be waived at the sole discretion of the ~~Office of the~~
5 Chancellors system office.
6

7 Those laid-off faculty members who have filed such statements shall be notified of all
8 acceptable part-time vacancies for which they are qualified (either by holding the
9 credential field(s) or receiving ~~Office of the Chancellors system office~~ confirmation of
10 having met system established minimum qualifications for additional credential
11 fields). The faculty member may reject any part-time offer with no penalty. If the
12 faculty member claims the part-time position, the faculty member shall not forfeit any
13 unlimited faculty member rights, shall be considered to be on the layoff list, and shall
14 be entitled to all rights of laid off faculty members.
15

16 Colleges shall notify faculty of claimable assignments forty (40) business days before
17 classes begin, whenever possible. Faculty who are notified of claimable assignments
18 at least forty (40) business days before classes begin shall notify the college whether
19 they are accepting the assignment or not, within fifteen (15) business days of the offer
20 being made.
21

22 Faculty may claim up to twenty one (21) credits of work per semester. If a claimed
23 assignment is subsequently canceled, the faculty may claim additional assignments up
24 to a total of twenty one (21) credits.
25

26 If a faculty member claims an assignment and additional work subsequently becomes
27 available at his/her home campus, the faculty member may exchange the claimed
28 assignments for the work assignments available at his/her home campus.
29

30 If the college is unable to provide forty (40) business days notice of claimable
31 assignments, the faculty member shall have until ten (10) days before classes begin to
32 accept offers of work in areas of claiming rights.
33

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

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

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

5 **Subd. 6. Group Insurance.** The faculty member shall receive Employer paid basic health,
6 dental and life insurance for one (1) year. The coverage level will be the same, either single
7 or family, as was in effect at the time of layoff. When the faculty member claims temporary
8 work that would provide the full Employer contribution that year while on layoff, the
9 employee may bank this benefit for a period of two years. If the faculty member successfully
10 claims temporary work that provides the full Employer contribution for two years, then the
11 banking will not be permitted. If the faculty member claims temporary work that carries
12 insurance eligibility but less than the full Employer contribution this benefit shall be used on
13 a pro rata basis to bring the contribution to the full Employer contribution. The faculty
14 member will continue drawing this benefit until it is exhausted, or two (2) years elapses,
15 whichever comes first.
16

17 **Subd. 7. Reserving Full-time Vacancy Process.** A faculty member who wishes to reserve
18 a position must enter into a mutual agreement with the college president on an approved
19 retraining plan. This plan must be designed to meet minimum qualifications for a vacancy at
20 the college. Minimum qualifications are those contained in the policy for credential fields.
21 Reservations may be made at any time during the notice period or during the ~~three (3)~~
22 [TB75]four (4) year claiming period. The reservation is null and void if the retraining plan is
23 not successfully completed within one (1) year. The Employer may fill the vacancy on a
24 temporary basis until the beginning of the semester immediately following the completion of
25 the retraining plan.
26

27 **Section 9. Layoff Benefits for Faculty with License Credentials**^[TB76].
28

29 **Subd. 1. Eligibility.** To be eligible for one of the options listed below, the unlimited full-
30 time faculty member must be employed at the time of notice at a stand-alone technical
31 College or be employed at a consolidated college in a credential field the Bureau of
32 Mediation Services order issued on January 14, 1999 placed in the former UTCE unit. (See
33 appendix A) An unlimited full-time faculty member who is issued a notice of layoff shall be
34 provided the following options depending on meeting eligibility requirements.
35

36 The MSCF field representative will facilitate the discussions between the individual faculty
37 member and the administration during the process of selecting an option. The faculty
38 member must make an irrevocable choice and inform the college no later than thirty (30)
39 days prior to the actual layoff.
40

41 **Subd. 2. Layoff Benefits Options.**
42

43 **A. Faculty Members with Five (5) Years of Service** Options A and B below apply to
44 faculty members with five (5) or more years of service

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

Option A.

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

Claiming or Recall Rights. The faculty member shall hold claiming or recall rights to any unlimited full-time, temporary full-time, or unlimited part-time bargaining unit vacancy for which s/he meets the system established minimum qualifications of the credential field and has met the recency requirement by updating his/her knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years, for a period of four (4) years.

The faculty member shall hold claiming rights to part-time work only on 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 his/her knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years.

Reserving Vacant Positions. The faculty member may reserve a vacant position, as mutually agreed to between the college president and the faculty member, during the four (4) year claiming period. The plan must be approved by the college president or designee who is offering the vacancy. The reservation is null and void if the retraining plan is not successfully completed in one (1) year. Under this provision, a faculty member may reserve a position while he/she retrains to obtain minimum qualifications. The college may fill the vacancy on a temporary basis until the beginning of the semester immediately following the completion of the retraining plan.

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

Group Insurance. The faculty member shall receive Employer paid basic health, dental and life insurance for one (1) year. The coverage level will be the same, either single or family, as was in effect at the time of layoff. When the faculty member claims temporary work that would provide the full Employer contribution that year while on layoff, the employee may bank this benefit for a period of two years. If the faculty member successfully claims temporary work that provides the full Employer contribution for two years, then the banking will not be permitted. If the faculty member claims temporary work that carries insurance eligibility but less than the full Employer contribution, this benefit shall be used on a pro rata basis to bring the contribution to the full Employer contribution. The faculty member will continue drawing this benefit until it is exhausted, or two (2) years elapses, whichever comes first.

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

Option B.

1
2 **Lump Sum Payment.** A faculty member selecting this option shall receive a lump sum
3 payment of twelve thousand dollars (\$12,000).
4

5 A faculty member who selects this option shall, at the time of actual lay off, sever all
6 employee rights including recall, claiming, and reservation rights.
7

8 **Sick Leave Liquidation Pay.** The faculty member shall receive sick leave liquidation
9 pay at the rate established at the time of layoff in accordance with Article 16.
10

11 **Group Insurance.** The faculty member shall receive Employer paid basic health, dental
12 and life insurance for one (1) year. The coverage level will be the same, either single or
13 family, as was in effect at the time of layoff.
14

15 **B. Faculty Members with Four (4) Years of Service.** Faculty members with four (4) years of
16 service shall be eligible for the benefits listed below.
17

18 **Claiming or Recall Rights.** The faculty member shall hold claiming or recall rights to
19 any vacant unlimited full-time, temporary full-time, or unlimited part-time bargaining
20 unit vacancy for which s/he meets the system established minimum qualifications of the
21 credential field and has met the recency requirement by updating his/her knowledge/skills
22 or held an assignment(s) in that additional field within the last four (4) academic years,
23 for a period of four (4) years.
24

25 The faculty member shall hold claiming rights to part-time work only on his/her campus.
26 To exercise these claiming rights, the faculty member must either hold the license for the
27 work or meet system established minimum qualifications for the appropriate credential
28 field and have met the recency requirement by updating his/her knowledge/skills or held
29 an assignment(s) in that additional field within the last four (4) academic years.
30

31 **Sick Leave Liquidation Pay.** The faculty member shall receive sick leave liquidation
32 pay at the rate established at the time of layoff in accordance with Article 16 and may
33 elect to receive it at any time during the four (4) year claiming period.
34

35 **Group Insurance.** The faculty member shall receive Employer paid basic health, dental
36 and life insurance for six (6) months. The coverage level will be the same, either single
37 or family, as was in effect at the time of layoff. When the faculty member claims
38 temporary work that would provide the full Employer contribution that year while on
39 layoff, the employee may bank this benefit for a period of two years. If the faculty
40 member successfully claims temporary work that provides the full Employer contribution
41 for two years, then the banking will not be permitted. If the faculty member claims
42 temporary work that carries insurance eligibility but less than the full Employer
43 contribution this benefit shall be used on a pro rata basis to bring the contribution to the

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 full Employer contribution. The faculty member will continue drawing this benefit until
2 it is exhausted, or two (2) years elapses, whichever comes first.

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

5
6 A. **Notice of Full-time Vacancies.** The ~~Office of the Chancellor~~ system office shall notify all
7 unlimited full-time faculty members on notice of layoff or on layoff of all full-time
8 vacancies within the system as soon as positions are open.

9
10 Once a faculty member on layoff has claimed and been awarded a vacancy within the
11 system, the claimed position may not be withdrawn.

12
13 **B. Claiming Period for Unlimited Part Time Faculty.** For a period of two (2) years, a
14 laid off unlimited part-time faculty member may claim any part-time assignment at the
15 college from which s/he is laid off and for which s/he meets the system established
16 minimum qualifications for the assigned field or license of the vacancy provided s/he has
17 met the recency requirement by updating his/her knowledge/skills or held an
18 assignment(s) in that additional field within the last four (4) academic years. If more than
19 one (1) laid off faculty member claims a particular vacancy, the faculty member with the
20 greatest state college system seniority shall receive the job.

21
22
23 **C. B.—Claiming Posted Vacancies.** Faculty members wishing to claim or reserve a
24 vacant position must notify the ~~Office of the Chancellor~~ system office with a copy to the
25 human resources designee at the college of the posted vacancy of their intent to do so in
26 writing during the fifteen (15) day posting period. In order to claim vacant positions,
27 faculty members must hold either the credential field of the vacancy or meet the system
28 established minimum qualifications for the credential field of the vacancy at the time of
29 the posting and has met the recency requirement by updating his/her knowledge/skills or
30 held an assignment(s) in that additional field within the last four (4) academic years,

31
32 Faculty members may not claim activity assignments. At the discretion of the
33 administration, faculty members can be reassigned or laid off from activity assignments
34 without cancellation of the assignment. A student activity assignment shall not be
35 considered a credential field.

36
37 **D. C.—Order of Claiming Posted Vacancies.** Current faculty members may claim
38 vacant unlimited full-time or temporary full-time or unlimited part-time positions for
39 which they are qualified in the following order:

- 40
41 1. Unlimited full-time faculty members who have been notified of layoff and hold the
42 credential field or meet system established minimum qualifications for the credential
43 field;
- 44
45 2. Unlimited full-time faculty members in the order of seniority who are employed in a

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 credential field at a college in which a faculty member is on notice of layoff;
2

- 3 3. Unlimited full-time faculty members who have been notified of layoff or are laid off
4 and within the claiming period indicated in Section 8, Subd. 2. and who reserve the
5 position via Section 8, Subd. 2, A (Option A) and B^[TB77]. above by declaring such
6 and by preparing an approved/amended retraining plan to meet system established
7 minimum qualifications for the position.
8

9 **Section 10. Faculty Transfers.**

10
11 **Subd. 1. Applying for a Permanent Transfer.** A permanent transfer shall only be by
12 mutual consent of the ~~Office of the Chancellors~~system office, the faculty member, and the
13 MSCF. An unlimited full-time or unlimited part-time faculty member who has not received
14 a layoff notice and does not qualify to claim a vacancy and who is an applicant to fill an
15 unlimited full-time vacancy shall be invited for an interview and shall be considered for
16 filling the vacancy, if s/he meets the system established minimum qualifications for the
17 credential field of the vacancy at the time of the application. Unlimited faculty who apply
18 for vacant positions shall do so by letter to the ~~Office of the Chancellors~~system office and the
19 college human resources designee within the posting period. The ~~Office of the~~
20 ~~Chancellors~~system office –shall notify the college where the vacancy is posted of those
21 unlimited faculty who must be provided with an interview. Notification to faculty who are
22 not successful applicants shall be sent prior to the announcement of the name of the
23 successful applicant.
24

25 **Subd. 2. Transfer to a Temporary Position.** When the college administration decides to
26 post a temporary full-time position, an unlimited full-time faculty member may apply for a
27 temporary transfer to such position. Unlimited full-time faculty members who desire to
28 transfer to a posted temporary full-time vacancy shall do so in writing to the ~~Office of the~~
29 ~~Chancellors~~system office with a copy to the human resources designee at the college of the
30 posted vacancy, within the timelines of the posting. The faculty member must hold the
31 assigned field/credential field of the posted vacancy with a master's degree in the assigned
32 field of the vacancy or if the posted vacancy requires a license field/credential field, the
33 faculty member must meet system established minimum qualifications or hold the license
34 field/credential field at the time of the application. The faculty member must also have been
35 employed by the Minnesota state colleges for at least four (4) years. The college president of
36 the receiving institution may require that the transferring faculty member has held an
37 assignment in the credential field of the posted vacancy within the previous five (5) years. If
38 the length of the temporary transfer(s) will exceed a total of three (3) academic years (years
39 need not be consecutive), the faculty member must have the consent of the college president
40 of the sending institution. The college president shall not deny consent prior to the
41 consultation with the faculty member and the MSCF.
42

43 All eligible unlimited full-time faculty members who apply for such a temporary transfer
44 shall be considered for the vacancy. The eligible faculty member with the greatest system
45 seniority shall be granted the temporary transfer unless the administration can provide

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 specific valid reasons to prevent the transfer. Other candidates will only be considered for
2 the posted vacancy if no eligible, unlimited full-time candidate applies. Upon termination of
3 the temporary position, the faculty member shall be returned to previous position. The
4 faculty member shall retain and accrue seniority at the college from which the temporary
5 transfer took place.

6
7 **Section 11. Involuntary Faculty Transfer.** There shall be no involuntary transfers.

8
9 **Section 12. Exchange Status.** An exchange status of up to two (2) years shall be granted to a
10 faculty member, upon application by the faculty member and approval by college presidents, for
11 the purpose of participating in an exchange program. This status may be granted to faculty
12 members who have arranged to exchange positions within the Minnesota state colleges and to a
13 faculty member who has arranged to exchange positions with a faculty member in a system other
14 than the Minnesota state colleges.

15
16 The Employer shall continue its exchange faculty member under the system's salary schedule
17 and all rights and privileges of that faculty member shall continue in effect during the exchange
18 period.

19
20 Faculty members who exchange positions between colleges shall be carried on the payroll of the
21 original college. The faculty member(s) shall be included in the hiring practices calculation at
22 his/her original college.

23
24 **ARTICLE 23**
25 **MISCELLANEOUS RIGHTS OF FACULTY MEMBERS**

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

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

38
39 **Section 3. Academic Freedom.** The Employer shall maintain and encourage full freedom,
40 within the law, of inquiry, teaching and research. Each faculty member shall have the right to
41 teach in an atmosphere of free intellectual inquiry and shall not be subjected to restraints or
42 harassment that would impair teaching.

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

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

7
8 A faculty member must follow course outlines as developed by and with colleagues in the
9 department(s). The faculty member shall have the right to freely discuss the faculty member's
10 subject in teaching, to choose teaching methods consistent with available resources, to evaluate
11 student performance, to select library and other educational materials consistent with available
12 resources, and to research and publish. The faculty member is entitled to freedom in research
13 and in the publication of the results, subject to adequate performance of other academic duties.

14
15 When a faculty member speaks, writes or endorses products or candidates as a citizen, s/he is
16 obligated to make certain that such endorsements or statements imply no endorsement by the
17 college.

18
19 **Section 4. Patents and Intellectual Property Rights.**

20
21 **Subd. 1. Faculty Ownership.** A faculty member shall be entitled to complete
22 ownership and control of any patentable discoveries or inventions, or of intellectual
23 property and copyrighted material, except where the faculty member's normal workload
24 was reduced for purposes of the development project, where the college has provided
25 substantial support for or involvement in the project, or where the inventions or
26 discoveries are produced as a result of agreements or contracts between the college and
27 external sponsors. Intellectual property produced during a sabbatical leave shall be
28 considered scholarly work.

29
30 **Subd. 2. Shared Ownership.** Ownership of intellectual property, or copyrighted
31 material, or of patentable discoveries or inventions, shall be shared by the faculty
32 member and the college in an equitable ratio if the intellectual property, or the
33 discoveries or invention, are produced under one (1) or more of the following
34 circumstances:

- 35
36 A. With substantial college support and involvement;
37
38 B. With release time granted with the expectation that patentable information or
39 products will result;
40
41 C. Under an assigned duty and/or work-for-hire arrangement with an external sponsor.

42
43 Whenever possible, an equitable ratio of ownership shall be established in advance and
44 incorporated into an agreement between the college and the faculty member. Fees

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 involved in copyright and patent application shall be shared on the basis of the equitable
2 ratio of ownership established above.
3

4 **Subd. 3. Faculty Logs.** A faculty member engaged in research which may lead to
5 patentable or non-patentable inventions or discoveries, or intellectual property, shall
6 maintain a log which includes dates and hours worked on the project, activities engaged
7 in, and college facilities and resources involved.
8

9 **Subd. 4. Course Outlines and Syllabi.** Common course outlines that are
10 departmentally developed and approved by the Academic Affairs and Standards Council
11 shall belong to the college. A course syllabus is a scholarly work and as such is the sole
12 property of the faculty member. Upon request, the faculty member shall provide a copy
13 of the syllabus to the administration. The Academic Affairs and Standards Council will
14 develop procedures for student access to syllabi.
15

16 **Section 5. Faculty Member Work Rules.** Each faculty member shall be given a copy of the
17 Employer work rules and regulations. Each new or changed rule or regulation shall be
18 distributed to faculty members upon adoption. Faculty members shall not be held accountable
19 for such rules and regulations until distribution to the faculty members has been made.
20

21 **Section 6. Confidentiality.** Faculty members will not be required to disclose confidential
22 information obtained by them regarding students, except to the extent that federal or state law
23 requires disclosure of the information.
24

25 • **Section 7. Personnel Actions.** The parties mutually agree to respect the confidentiality
26 of personnel actions involving faculty members, except to the extent that federal or state law
27 requires disclosure of personnel data.
28

29 **Section 8. Paraprofessional Direction.** When paraprofessionals in instructional, media, and
30 student service programs are under direction of a faculty member, the responsibilities of the
31 paraprofessional will be assigned by the faculty member. When the faculty member is not on
32 duty, a paraprofessional shall report to the employee outside of the bargaining unit to whom the
33 faculty member reports. Faculty members shall have the option to participate in the interview
34 and selection of paraprofessionals to be added to the staff and assigned to them. Faculty input
35 for the evaluation of paraprofessionals under their direction shall be advisory to the
36 administration.
37

38 **Section 9. Faculty Member Protection and Assistance.**
39

40 **Subd. 1. Assault.** Faculty members shall report, as soon as practicable, cases of assault
41 suffered by them in connection with their employment to the appropriate administrator or
42 the college president, who shall comply with any reasonable request from the faculty
43 member for information in the possession of the administration relating to the incident or
44 the person(s) involved, and shall act in appropriate ways as liaison between faculty

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 member, the police and the courts to protect the faculty member from further aggravation
2 regarding the matter.
3

4 **Subd. 2. Legal Counsel.** If civil proceedings are brought against a faculty member for
5 acts committed while acting within the scope of employment, legal counsel shall be
6 furnished in accordance with Minnesota Statutes.
7

8 **ARTICLE 24**
9 **MISCELLANEOUS PROVISIONS**

10
11 **Section 1. College Closing.** If a college closes because the Governor declares an emergency or
12 the college president or designee declares an emergency pursuant to MnSCU policy, faculty
13 members will not be required to make up the time lost during such closing, and such faculty
14 members shall not lose salary or benefits as a result of such closing.
15

16 If college classes are canceled because the college president or designee declares an emergency
17 pursuant to MnSCU policy, faculty members may make appropriate curricular adjustments as
18 approved by administration (e.g. scheduling make up classes or meetings), or make duty
19 adjustments as approved by management (e.g. office hours or other compensatory
20 activities).^[TB78] or take personal leave. When the personal leave option is selected, the faculty
21 member will submit the proper leave request as soon as possible.
22

23 If the MnSCU Board of Trustees desires to change Board Policy 4.41, the terms of this provision
24 shall be discussed at the State level of Meet and Confer prior to being amended to reflect such
25 changes.
26

27 **Section 2. Classes at Other Institutions.** Insofar as practicable, faculty member's schedules
28 are to be arranged whenever requested to allow faculty members to attend classes at other
29 institutions of higher education up to six (6) credits per semester.
30

31 **Section 3. Tuition Waiver at Minnesota State Colleges.**
32

33 **Subd. 1. General Provisions.** Faculty members holding unlimited full-time, unlimited
34 part-time, temporary full-time and temporary part-time (temporary part-time appointment
35 must be in accordance with Subd. 2. below) appointments shall be entitled to enrollment
36 on a space available basis in courses at any Minnesota State College without payment of
37 tuition. Such enrollment shall not exceed a total of twenty-four (24) credits per year.
38 The faculty member may use the twenty-four (24) credits at any Minnesota State
39 Colleges and Universities institution. In the event the faculty member does not fully
40 exercise this right, the faculty member's spouse or dependents shall be eligible to take a
41 maximum of sixteen (16) credits per year with waiver of tuition only at any Minnesota
42 State College. "Space available" shall be interpreted to allow the faculty member,
43 spouse, or dependent to register for classes through the normal registration process.

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 However, individuals enrolled in a class under this provision shall not be included in the
2 class tally count used in determining maximum class size.

3
4 Current faculty members and faculty members who have retired since June 30, 1995,
5 shall be entitled to audit courses on a space available basis at any MnSCU state college as
6 set forth above without paying tuition.

7
8 **Subd. 2. Temporary Part-time Faculty.**

9
10 A. Access to the tuition waiver benefit by temporary part-time faculty shall be based on
11 assignments held on a semester by semester basis.

12
13 B. If a temporary part-time faculty member is assigned to twelve (12) or more credits or
14 credit equivalents in fall semester the faculty member shall be able to use at any time
15 [TB79] during the academic year (defined as fall through summer) up to twelve (12)
16 credits of tuition waiver for himself/herself or up to eight (8) credits for a spouse or
17 dependent(s).

18
19 C. If a temporary part-time faculty member is assigned to twelve (12) or more credits or
20 credit equivalents in spring semester the faculty member shall be able to use at any
21 time [TB80] during the academic [TB81] year (defined as fall through summer) an
22 additional, twelve (12) credits of tuition waiver for himself/herself or an additional
23 eight (8) credits for a spouse or dependent(s).

24
25 D. In no instance shall unused tuition waiver credits be carried over from one (1)
26 academic year to another.

27
28 **Subd. 3. Faculty on Layoff or Notice of Layoff.** Faculty members on notice of layoff,
29 their spouse and dependents shall remain eligible for the tuition waiver benefit through
30 the effective date of layoff. After the effective date of layoff the faculty member, their
31 spouse and dependent(s) shall cease eligibility for the tuition waiver benefit. However,
32 the faculty member shall have access to those tuition support benefits outlined in Article
33 22, Sections 7 and 8 [TB82].

34
35 **Subd. 4. Specific Applications.** The following interpretation and application of tuition
36 waiver shall apply.

37
38 A. **More than Allowed Credits.** When an eligible faculty member, spouse, or
39 dependent registers for more than the available credits as per Subd. 1. above the full
40 number of available credits of tuition shall be waived.

41
42 B. **Spouses.** Two (2) eligible faculty members who are spouses of each other shall have
43 twenty-four (24) credits of tuition waiver per semester (forty-eight (48) per year) or
44 thirty-two (32) per year for their dependents that they can apply however they decide
45 between themselves.

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

- 1
2 C. **Dependents.** Dependents shall be defined in accordance with the Insurance Article,
3 Article 19, Section 2, Subdivision 3.B (1) and (2).~~as a child (biological, adopted, step-~~
4 ~~child, or legal ward) of up to twenty five (25) years of age. Proof of financial~~
5 ~~dependency is not required.~~
6
7 D. **Fixed Station Labs.** An eligible faculty member, spouse, or dependent may register
8 for a fixed station lab and cannot be “bumped out.” However, the eligible faculty
9 member, spouse or dependent is not guaranteed a station if the maximum number of
10 lab stations are taken by tuition paying students. A faculty member, spouse, or
11 dependent shall be allowed to use the lab at other scheduled open times the same as
12 other students, or other arrangements may be made with the instructor.
13
14 E. **Drop/Add.** An eligible faculty member, spouse, and/or dependent in a fixed station
15 lab course or any other course for which tuition is being waived may drop such lab or
16 course within the normal time limits of the drop/add policy of the college and transfer
17 the appropriate tuition waiver credits to another course(s) or lab(s), in accordance
18 with the other provisions of this Article.
19
20 F. **Community Service Classes.** Community service classes shall not be eligible for
21 tuition waiver under this contract provision.
22
23 G. **Split Usage.** The tuition waiver benefits may be split between an eligible faculty
24 member, spouse and/or dependent in one (1) semester or a year as the faculty member
25 chooses.
26

27 **Section 4. Attendance at State College Functions.** Faculty member attendance at all state
28 college functions and activities shall be voluntary unless part of the faculty member’s load.
29

30 **Section 5. Safety Equipment.** Safety equipment such as uniforms, safety glasses (including
31 full prescription lenses and frames), safety shoes, etc. as required by the college, will be provided
32 to employees, as needed, by the college at no cost to the faculty member.
33

34 **Section 6. Parking Fees.** No faculty member shall be assessed a parking fee that is greater than
35 a parking fee assessed any other person at the college or campus.
36

37 **Section 7. Correctional Facility Faculty.** Correctional Facility faculty shall not be required to
38 perform lock-downs and cell searches.
39

40 **Section 8. Liability.** The college does not accept liability for faculty members’ personal
41 property that is stored or utilized on college property.
42

43 **Section 9. Assignment of Unit Work to Excluded Unclassified Staff Members.** Excluded
44 unclassified staff members may be given assignments of the type that are normally given to
45 faculty members. However, when this is done, the instructor, counselor, or librarian assignments

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 shall not exceed thirty-five percent (35%) of the assignment. An exception may be approved by
2 the Office of the Chancellor and the MSCF in the event of special circumstances. No unlimited
3 faculty member shall be displaced because of instructor, counselor, or librarian assignments to
4 excluded unclassified staff members. The MSCF shall be notified in writing when such
5 assignments are made.

6
7 No member of the bargaining unit shall exercise supervision over any other member of the
8 bargaining unit except as specified in this Contract.

9
10 **Section 10. Change In Bargaining Unit Status.** The Employer reserves the right to offer to
11 members of the bargaining unit positions excluded from the bargaining unit. No faculty member
12 shall be required to accept such a position.

13
14 **Section 11. Medical Examinations.** Medical examinations required by the college shall be
15 paid for by the college.

16
17 **Section 12. Facilities and Equipment.** The college will make reasonable effort to provide each
18 faculty member with sufficient equipment, facilities, support services, and secretarial services
19 necessary for the faculty member to perform his/her assignment.

20 **ARTICLE 25**
21 **DISCIPLINARY PROCEDURES**

22
23 Disciplinary action may be imposed upon a faculty member for just cause. Disciplinary action or
24 measure shall include only the following.

- 25
26 1. Written reprimand
27 2. Suspension
28 3. Dismissal
29

30 A faculty member who is to be disciplined has the right to request and have the MSCF president
31 or designee on the campus present when the disciplinary action is taken, except in cases in which
32 a written reprimand is to be sent to a faculty member.

33
34 **Section 1. Written Reprimand.** If a written reprimand is given to a faculty member it shall be
35 done in a manner that will not embarrass the faculty member before the other faculty members,
36 students, or the public. The faculty member shall be given the opportunity to respond to any
37 written reprimand and the response shall be entered into the faculty member's personnel record
38 along with the reprimand. The faculty member shall be given a copy of any entry in the faculty
39 member's personnel file and shall be permitted to insert a response thereto. Only such material
40 as is entered in the faculty member's personnel file shall be used as evidence in any subsequent
41 disciplinary action or hearing. If it is determined through the grievance procedure that a written
42 reprimand was issued without just cause, such reprimand shall be removed from the faculty

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 member's personnel file. Upon the written request of a faculty member, the contents of the
2 personnel file shall be disclosed to the faculty member and/or the MSCF representative and/or
3 legal counsel.

4
5 **Section 2. Suspension.** A faculty member may be suspended for up to fifteen (15) work days
6 with or without pay for just cause. The faculty member shall be notified in writing of a proposed
7 suspension, specifying the reasons.

8
9 **Section 3. Dismissal for Cause.** An unlimited faculty member may be dismissed for just cause
10 by the college president upon ten (10) calendar days advance written notice. The reason for
11 dismissal must be stated in the notice to the faculty member.

12
13 **Section 4. Grievability.** Disciplinary actions for just cause shall be subject to the grievance
14 procedure. A faculty member dismissed for cause may initiate the grievance at step 2. If a
15 faculty member fails to grieve a disciplinary action in a timely manner pursuant to Article 27,
16 such faculty member is considered to have waived the right to appeal as provided in this
17 contract.

18
19 **Section 5. Arbitration Hearing.** At any arbitration hearing concerning disciplinary actions for
20 just cause, both the faculty member and the Employer shall have the right to be represented by
21 counsel, to be heard, to have witnesses testify, to see all evidence and to cross examine all
22 witnesses. The Employer assumes the burden of substantiating the charges through presentation
23 of proper, relevant, and sufficient evidence. The hearing shall be open or closed at the mutual
24 agreement of the parties.

25
26 **Section 6. Temporary Part-Time and Adjunct Faculty.** A temporary part-time or adjunct
27 faculty member may be terminated under the following conditions:

28
29 **Subd. 1. Temporary Part-Time or Adjunct Faculty with Less than 2.0 FTE**
30 **Continuous Service.** A temporary faculty member with less than 2.0 FTE continuous
31 service may be terminated immediately. Such faculty member shall receive five (5) days
32 of pay at his/her daily rate of pay.

33
34 **Subd. 2. Temporary Part-Time or Adjunct Faculty with 2.0 or more FTE**
35 **Continuous Service.** A temporary faculty member with 2.0 FTE or more continuous
36 service may be terminated before the end of the stated period for just cause. Such faculty
37 member shall receive a ten (10) day notice as provided in this Article.

38
39 **Subd. 3. Continuous Service.** Continuous service shall mean without a break in
40 service. For purposes of this section a "break in service" is defined as no assignment for
41 one (1) full academic year.

ARTICLE 26
PERSONNEL FILES

Section 1. College Responsibility. Each college shall maintain at the college one (1) official personnel file for each faculty member. Such file shall contain personnel transactions, official correspondence with the faculty member, disciplinary actions, and other data relevant to the faculty member's performance of duties. Unsigned letters, unsigned statements, or unsigned evaluations shall not be placed in this file except as specified in Section 2 below. Access to data in the personnel file shall be granted only in accordance with the Minnesota Data Practices Act (M.S. Chapter 13). With respect to private data, access shall be provided to other persons after presentation to the college of written authorization from the faculty member.

Section 2. Faculty Member Rights. A faculty member shall have the right to place such material in the personnel file that 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 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.

Prior discipline may be used against the faculty member for purposes of further progressive discipline only if such prior discipline is documented and maintained in the faculty member's personnel file.

Annually, any material that a faculty member requests be removed from file shall, with the approval of the college[TB83] president, be removed. A faculty member shall upon request have the following data removed from file:

1. Written reprimands after two (2) years provided that no further discipline has been taken against the faculty member during the interim.
2. Written records of suspension of ten (10) days or less after five (5) years provided that no further discipline has been taken against the faculty member in the interim.

ARTICLE 27
GRIEVANCE PROCEDURE

Section 1. Complaints. A complaint is an informal claim by a faculty member, or group of faculty members in the bargaining unit or by the local chapter or MSCF of alleged improper, unfair, arbitrary or discriminatory treatment. A complaint may constitute a grievance if not mutually resolved, and if the complaint falls within the definition of a grievance. Complaints shall be processed only through the informal procedure for handling complaints as herein set forth.

Subd. 1. Informal Procedure for Handling Complaints. Any faculty member in the bargaining unit either with or without the MSCF grievance representative on the campus may informally discuss a complaint on behalf of him/her-self [TB84] or other faculty members with the appropriate college administrator. Any settlement, withdrawal, or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of (similar) complaints or grievances. No complaint can become a grievance until it has gone through the informal procedure for handling complaints.

Subd. 2. Faculty members are encouraged but not required to resolve complaints on an informal basis with the faculty member's immediate supervisor at the earliest opportunity.

Section 2. Time Limits. No grievance shall be entertained or processed unless it is submitted within twenty-five (25) working days after the occurrence of the event giving rise to the grievance, or within twenty-five (25) working days of the date the grievant knew or through the use of reasonable diligence should have known of the event or occurrence that gave rise to the grievance. Grievances that are not submitted within the time lines shall be deemed to be withdrawn.

Subd. 1. Appeals. Failure to appeal a grievance from one level to another within the time periods or extensions as described herein shall constitute a withdrawal of the grievance.

Subd. 2. Extension of Time Limits. The time limit in each step, except the time limit for filing the grievance in Step 1, may be extended for periods of twenty (20) days, by mutual written agreement of the Employer and MSCF grievance representative. A request for an extension of time limits shall not be unduly withheld by either party.

Subd. 3. Computing Time Limits. In computing any period of time prescribed in this Article, the date that the grievant through the use of reasonable diligence became aware of the act, event, default, or failure to act for which the designated period of time begins to run shall not be included. If such event occurs during the summer when the -faculty member involved is not on duty, the first day shall be deemed to be the first day of duty in the succeeding academic year. The last day of the period so computed shall be

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 counted unless it is a Saturday, Sunday or legal holiday, in which event the period runs
2 until the end of the next day which in not a Saturday, Sunday or legal holiday.
3

4 **Subd. 4. Failure to Respond.** If the Employer does not answer a grievance or an
5 appeal thereof within the specific time limits, the MSCF grievance representative may
6 elect to treat the grievance as denied at that step and immediately appeal the grievance to
7 the next step.
8

9 **Section 3. Evidence.** There shall be no withholding of evidence or information within the
10 knowledge of either party at any step of the proceedings. At the request of either party,
11 representatives of the parties shall meet no later than two (2) working days prior to the date of a
12 scheduled arbitration hearing for the purpose of exchanging exhibits. Such exhibits shall include
13 all those that the parties intend to introduce as part of their respective cases-in-chief and are
14 known to them at the time of the meeting.
15

16 **Section 4. Grievances.** A grievance is defined as a dispute or disagreement raised in writing by
17 a faculty member, a group of faculty members, or the MSCF against the Employer involving the
18 interpretation or application of the specific provisions of the MSCF/MnSCU contract or
19 application of a rule or regulation affecting terms and conditions of employment in other than a
20 uniform manner or other than in accordance with the provisions of the rule or regulation.
21

22 **Section 5. Reprisal.** Faculty members who bring evidence forward or participate in a grievance
23 or arbitration proceeding shall not suffer reprisal of any sort from the Employer for such action
24 or participation.
25

26 **Section 6. Grievance Steps.**
27

28 **Step 1.** If a complaint, which has gone through the informal procedure for handling complaints
29 and has not been resolved at that level, falls within the definition of a grievance, it may become a
30 grievance.
31

32 A grievance shall be in writing and filed on the official grievance form supplied by the MSCF or
33 the Employer. The written grievance must be signed by a MSCF grievance representative on the
34 campus in the case of individual faculty member grievances and in the case of chapter
35 grievances. The written grievance must be signed by an [TB85] MSCF representative in the case of
36 multiple college or state level grievances.
37

38 The grievance shall set forth the nature of the grievance, the contract provisions violated, the
39 facts on which the alleged violation is based, and the relief requested. The college president or
40 designee shall discuss the grievance within five (5) working days with the MSCF grievance
41 representative on the campus at a time mutually agreeable to the parties. If the grievance is
42 settled as a result of such meeting, (not necessarily at the meeting, may be after the meeting), the
43 settlement shall be reduced to writing and signed by the college president or designee and the
44 MSCF grievance representative on the campus. If no settlement is reached, the college president
45 or designee shall give the Employer's written answer to the MSCF grievance representative on

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 campus within five (5) working days following their meeting and shall also forward a copy to the
2 chancellor's designee. A grievance for an action that does not occur at the college where the
3 grievant is employed shall begin at Step 2 of the grievance procedure.
4

5 **Step 2.** If the grievance is not settled in Step 1, and the MSCF desires to appeal, it shall be
6 referred by the MSCF in writing to the chancellor's designee within fifteen (15) working days
7 after the designated college president's answer in Step 1 is received or is due. A meeting or
8 discussion between the chancellor's designee and the MSCF representative shall be held within
9 fifteen (15) working days at a time mutually agreeable to the parties. If the grievance is settled
10 as a result of such meeting, the settlement shall be reduced to writing and signed by the
11 chancellor's designee and the MSCF representative. If no settlement is reached, the chancellor
12 or designee shall give the Employer's written answer to the MSCF within fifteen (15) working
13 days following the meeting.
14

15 **Step 3.** If the grievance is not settled in accordance with the forgoing procedure, the MSCF may
16 appeal the grievance to arbitration within ten (10) working days after the answer of the
17 chancellor's designee in Step 2 is received or is due by serving written notice of the appeal to the
18 chancellor's designee. The parties may convene a joint labor management committee to discuss
19 any grievance that has been appealed to arbitration. The committee shall consist of six (6)
20 persons appointed by the MSCF and six (6) persons appointed by the Chancellor. Meetings shall
21 be scheduled as needed at the request of the MSCF, but no more than one (1) each month.
22 Additional persons may be invited as needed. The MSCF representative and/or chancellor's
23 designee may also request grievance mediation prior to arbitration.
24

25 **Section 7. Waiver of Steps.** The parties may mutually agree to waive step 1 and/or step 2 of
26 the grievance procedure.
27

28 **Section 8. Arbitration Panel.** The arbitration proceeding shall be conducted by an arbitrator, to
29 be selected by lot, from a permanent panel of ten (10) arbitrators. The members of the
30 permanent panel shall be selected by the following method: the MSCF and the chancellor's
31 designee shall submit a list of ten (10) arbitrators until agreement is reached on a permanent
32 panel. Vacancies on the panel that arise during the term of this agreement shall be filled by
33 mutual agreement or by each party submitting a list of three (3) arbitrators, until a replacement is
34 agreed upon.
35

36 **Section 9. Arbitrator's Authority.** The arbitrator shall have no right to amend, modify,
37 nullify, ignore, add to or subtract from the provisions of this contract. The arbitrator shall
38 consider and decide only the specific issue submitted in writing by the Employer and the MSCF,
39 and shall have no authority to make a decision on any other issue not so submitted. The
40 arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying
41 or varying in any way the application of laws, and rules and regulations having the force and
42 effect of laws. The arbitrator shall submit in writing the decision within thirty (30) days
43 following close of the hearing or the submission of briefs by the parties, whichever is later,
44 unless the parties agree to an extension thereof. The decision shall be based solely upon the
45 interpretation or application of the express terms of this contract and to the facts of the grievance

1 presented. The decision of the arbitrator shall be final and binding on the Employer, the MSCF,
2 and the faculty member(s).

3
4 **Section 10. Fees and Expenses.** The fees and expenses of the arbitrator shall be divided
5 equally between the Employer and the MSCF provided, however, that each party shall be
6 responsible for compensation of its own representatives and witnesses.

7
8 **ARTICLE 28**
9 **CUSTOMIZED TRAINING**

10
11 **Section 1. Definitions**

12
13 **Customized Training** is defined as:

- 14
15 • All non-credit instruction with an occupational/professional focus offered to the
16 general public, or
17
18 • All credit and/or non-credit instruction offered via contract to a specific customer.

19
20 **Customized training faculty** are those faculty who deliver instruction (as defined above)
21 for no more than 925 hours in a fiscal year.

22
23 **Section 2. Conditions of Employment.**

24
25 **Subd. 1.** Customized training faculty shall be individually responsible for agreeing to all
26 terms and conditions of employment. The wage Article 13 does not apply to customized
27 training faculty.

28
29 **Subd. 2.** Customized training faculty assignments terminate at the end of the stated
30 period and carry no implication of further employment.

31
32 **Subd. 3.** Customized training faculty do not accrue seniority rights. The seniority
33 Article 21 does not apply to Customized training faculty.

34
35 **Section 3. Limits.** Bargaining unit members cannot assert seniority rights to customized
36 training work.

37
38 **Section 4. Rights to Interview for Staffing Customized Training Credit Courses.**

39
40 **Subd. 1. Customized Training Credit Courses Subject to Interview Rights for**
41 **Staffing.** Only courses for two (2) or more credits offered via a contract with a customer
42 shall be subject to interview rights for staffing.
43

1 **Subd. 2. Faculty Eligible for Right to Interview for Staffing Customized Training**
2 **Credit Courses.** Only qualified faculty members on layoff from or working less than 1.0
3 FTE at that college have the right to interview for staffing customized training credit
4 courses.

5
6 For purposes of this section, an “eligible” faculty member is defined as a faculty member
7 who has recent relevant work experience or expertise in the specific content area to be
8 covered in the customized training credit courses.

9
10 **Subd. 3. Procedures for Right to Interview for Staffing Customized Training**
11 **Credit Courses.**

- 12
13 A. **Posting.** The college will date and post on the official MSCF bulletin board available
14 customized training credit courses for five (5) working days.
15
16 B. **Notification.** The college will notify all MSCF chapter presidents within a college of
17 available customized training credit courses at the time of posting.
18
19 C. **Faculty Expression of Interest.** Eligible faculty members shall have five (5)
20 working days from the initial date of posting to express in writing to the college
21 designee their interest in teaching the course.
22
23 D. **Right to Interview.** The most senior faculty member who is eligible according to
24 Subd. 2 and who submits a timely written expression of interest in teaching the
25 course shall have the opportunity to make a presentation to the customer (i.e. to be
26 interviewed). The customer or its designee has the right to make the final decision
27 about who shall teach the course and is not required to accept the interviewee. An
28 exception to the right to interview will exist if the customer requests a specific
29 instructor.
30

31 **Section 5. Customized training faculty Fringe Benefits.** Customized training faculty shall
32 have access to the health and dental insurance programs as outlined in Article 19, Section 2.
33 [TB87]of this Contract. Customized training faculty members shall also receive[TB88]d the
34 retirement benefits established by law. Customized training faculty members shall not be
35 eligible for the accrual of any paid or unpaid leave of absence benefits.
36

37 **Subd. 1. Establishing Eligibility to Participate in Insurance Programs.** A
38 customized training faculty member, who has provided 300 or more hours of instruction
39 in each of two consecutive six-month time periods in a fiscal year, shall be eligible to
40 participate in the insurance programs. Employer contribution rates shall be established in
41 accordance with Section 2, Subd. 1. [TB89]of this Article.
42

43 **Subd. 2. Maintaining Eligibility.** The customized training faculty member must
44 maintain 300 or more hours in each six-month time period after establishing eligibility to
45 continue to receive the Employer contribution.

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ARTICLE 29
AMERICANS WITH DISABILITIES ACT

Section 1. Purpose. The MSCF and the Employer agree that they have a joint obligation to comply with the Americans with Disabilities Act (ADA). The MSCF and the Employer agree that they have the obligation to consider the accommodation request(s) from qualified disabled individuals.

In the event that the accommodation request(s) raise conflicts with this contract, the Employer and the MSCF shall follow the procedures in [Section 2.\[TB90\]](#) below.

Section 2. Process. Both parties recognize their responsibility to respect the privacy and confidentiality of faculty members. Upon request, a faculty member seeking an accommodation shall be entitled to MSCF representation. The Employer shall review faculty member requests for accommodations considering options such as equipment purchase or modification, accessibility improvement, scheduling modifications and/or restructuring of current positions and duties which are allowable under this contract, before requesting waiver of any provision of this contract.

If the Employer determines that contract waiver is necessary, it shall meet and confer with the MSCF. At this meeting, the Employer shall inform the MSCF of the faculty member's restriction(s) subject to each party's confidentiality obligations, the specific Article(s) to be waived and the manner in which the Employer proposes to modify the Article(s). The Employer shall also consider additional options presented by the MSCF. Any contract waiver must be agreed to by both the Employer and the MSCF. Between the meet and confer and notification to the Employer of the MSCF's decision concerning waiver, the Employer may make any temporary accommodations.

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ARTICLE 30
COMPLETE AGREEMENT AND WAIVER

The parties agree that, during the negotiations that resulted in this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject that is not prohibited by law. The understandings and agreements arrived at by the parties are set forth in this Contract. Therefore, during the life of this Contract, the Employer and the MSCF each voluntarily and unqualifiedly waives the right or obligation to bargain collectively with respect to any subject or matter referred to or covered in this Contract.

Concurrently, the parties further agree not to support or seek to modify, its terms through legislative action which would alter the express provision of this Contract.

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ARTICLE 31
LEGISLATION AND RULE CHANGES

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1 The Employer agrees to draft all necessary legislation and rule changes required to implement
2 the full provisions of this Contract. The Employer agrees to consult with the MSCF regarding
3 such legislation before they are introduced in the Minnesota State Legislature.
4

5 **ARTICLE 32**
6 **SAVINGS CLAUSE**
7

8 This Contract is intended to be in conformity with all valid federal and state laws and rules and
9 regulations. In the event that any provision of this Contract is found to be unlawful by court or
10 other authority having jurisdiction, then such provision shall be inoperative, but all other valid
11 provisions shall remain in full force and effect. Where a provision that has been rendered
12 inoperative by this Article subsequently becomes legal as a result of a modification of federal
13 and state laws during the term of this Contract or extension thereof the operation of such
14 provision shall be renewed.
15

16 If the implementation of any provision of the Contract is rendered unlawful by wage and price
17 controls promulgated by valid federal and state law, rules and regulations thereof, or by
18 executive order, then only the specific provisions rendered unlawful shall be invalid and the
19 remainder of this Contract shall continue in full force and effect for its term. Provided,
20 however, any provision of this Contract so rendered unlawful shall be implemented at such time,
21 in such amounts and for such periods, retroactively and prospectively, as will be permitted by
22 law at any time during the term of this Contract or extension thereof. This Contract supersedes
23 all Board policy and rules and regulations that are inconsistent with it.
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ARTICLE 33
TERM OF CONTRACT

This contract shall be effective on the 1st day of July, ~~2009~~2011, subject to acceptance by the Minnesota State Legislature, and shall remain in full force and effect through June 30, ~~2007~~2013. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than October 1, 2006, or by October 1 of any succeeding year, that it desires to modify this contract. In the event that such notice is given, negotiations shall begin no later than November 1, of the year in which the notification is given. This contract shall remain in full force and effect during the period of negotiations and until notice of termination of this contract is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this contract, written notice must be given to the other party not less than ten days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.

Dated this _____ day of ~~March~~ 2009.

**FOR THE MINNESOTA STATE
COLLEGE FACULTY:**

Greg Mulcahy, President

Anne Marie Ryan Guest, Vice President

Minnesota State College Team Members:

~~Sheryl Barton Kari Ann Cruz Sara Ford
William Haring Kevin Lindstrom Kirk
Mann
Kathy Pederson Gregory Wright~~

**FOR THE STATE OF MINNESOTA,
MINNESOTA STATE COLLEGES AND
UNIVERSITIES:**

James H. McCormick, Chancellor

William L. Tschida, Vice Chancellor

Mary E. Leary, Associate Vice Chancellor

Jeffrey O. Wade, System Director

MnSCU Team Members:

~~Susan Anderson Michael Bequette
William Brady~~

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

~~Scott Erickson~~ ~~Jim Johnson~~ ~~Terry Leas~~
~~Sharon Mohr~~ ~~Toni Munos~~ ~~Joe Opatz~~
~~Nancy Paulson~~ ~~Anne Tempte~~ ~~Ann Valentine~~
~~George Warner~~

2011-2013 MSCF Master Contract
Tentative Agreement
Reached March 6, 2013

1

FOR THE MINNESOTA STATE
COLLEGE FACULTY:

FOR THE STATE OF MINNESOTA,
MINNESOTA STATE COLLEGES AND
UNIVERSITIES

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Damon Kapke, Vice President

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Nancy Paulson, Mary Rothchild, Rachelle Schmidt

Don Supalla, Tim Wynes

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