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MSCF
2013 – 2015 MASTER
CONTRACT
-Legislative Version-

1
2 **PREAMBLE**
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4 | This Contract is made and entered into this 6th-day of ~~March-July 2013~~2014, by and between the
5 State of Minnesota and its Minnesota State Colleges and Universities, hereinafter referred to as
6 the Employer, and the Minnesota State College Faculty, hereinafter referred to as MSCF. This
7 Contract is intended to express the full and complete understanding of the parties pertaining to
8 all terms and conditions of employment.
9

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 Chancellor or designee shall give the MSCF written notice at least fourteen (14) calendar days in
29 advance of actual implementation. The parties will meet prior to implementation if the MSCF
30 requests and will attempt to agree on the inclusion or exclusion of the new title or position. If the
31 parties cannot agree, the question will be submitted to the director of the Bureau of Mediation
32 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 Members” are faculty who work fewer than five
39 (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.
43

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. For Tuition-waiver purposes, “dependent” is defined in
30 Article 24, Section 3, Subd. 4.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.

1
2 **Grievance.** A “grievance” is defined as a written dispute or disagreement raised by a faculty
3 member, an MSCF Chapter, or the ~~state—MSCF~~State MSCF involving the Employer’s
4 interpretation or application of the provisions of this Contract. An informal complaint is not a
5 grievance.
6

7 **Grievance Form.** Grievances as defined above shall be processed on a uniform “grievance
8 form” provided by MSCF or the Employer.
9

10 **Grievant.** “Grievant” shall be any faculty member, or a group of faculty members within the
11 MSCF bargaining unit who file a grievance.
12

13 **Immediate Family.** The “immediate family” shall mean: spouse, parents, parents of spouse,
14 guardian, children, grandchildren, brothers, sisters, grandparents or wards of the faculty member
15 or of the faculty member’s spouse.
16

17 **Meet and Confer.** “Meet and Confer” shall mean the exchange of views and concerns between
18 MnSCU and the state MSCF, or the college president and the MSCF chapter leadership
19 according to the applicable provisions of P.E.L.R.A.
20

21 **Meet and Negotiate.** “Meet and Negotiate” means the performance of the mutual obligations
22 of public employers and the exclusive representatives of public employees to meet at reasonable
23 times, including where possible meeting in advance of the budget making process, with the good
24 faith intent of entering into a Contract on terms and conditions of employment. This obligation
25 does not compel either party to agree to a proposal or to make a concession.
26

27 **Minimum Guarantee.** “Minimum guarantee” means the amount of work that an unlimited part-
28 time faculty member is guaranteed for the academic year. It is not the amount of work that an
29 unlimited part-time faculty member may actually work during an academic year.
30

31 **MnSCU Board of Trustees.** “MnSCU Board of Trustees”, “Board of Trustees”, or “Board”
32 shall mean the Board of Trustees for the Minnesota State Colleges & Universities.
33

34 **MSCF.** “MSCF” (Minnesota State College Faculty) shall mean the exclusive representative of
35 all faculty who are included in the bargaining unit.
36

37 **MSCF Chapter.** “MSCF chapter” shall mean the chapter at one or more technical, community,
38 or consolidated college(s) of the Minnesota State Colleges & Universities. As used in this
39 Contract, “MSCF chapter” shall mean the MSCF chapter president or designee.
40

41 **P.E.L.R.A.** “P.E.L.R.A” shall mean the Minnesota Public Employment Labor Relations Act of
42 1971, as amended.
43

1 **Permanent Work Location.** A faculty member's "permanent work location" is the campus/site
2 at which the majority of the faculty member's work assignment exists. If the work assignment is
3 split equally, the employee shall designate his/her permanent work location.

4
5 **President.** "President" shall refer to the presidents of each college of the Minnesota State
6 Colleges & Universities.

7
8 **Presidential Designee.** Whenever allowed by this Contract, the use of a "designee" by the
9 President shall in no way abrogate the responsibility and accountability of the President for the
10 decision made by the designee.

11
12 **Probationary Faculty Member.** A "probationary faculty member" is an unlimited full-time or
13 unlimited part-time faculty member who has not completed the required probationary period in
14 accordance with Article 20, Sections 2 and 3.

15
16 **Program.** "Program" shall mean a grouping of courses for which a degree, diploma, or
17 certificate is awarded.

18
19 **Qualified.** "Qualified" refers to members of the MSCF bargaining unit who meet the prescribed
20 minimum qualification of their credential field.

21
22 **Replacement Representative.** The ~~state-MSCF~~State MSCF may designate an additional
23 representative or a "replacement representative" at any point in the grievance process. Whenever
24 possible, the ~~state-MSCF~~State MSCF will notify the affected campus administrators and
25 Chancellor or designee of the additional replacement representative in a timely manner that will
26 not interrupt processing of the grievance.

27
28 **Representation.** A faculty member or group of faculty members will be represented by MSCF
29 in the grievance procedure including arbitration.

30
31 **Sabbatical Tie Breaker.** For breaking a tie "greatest system-wide seniority" shall mean the date
32 of unlimited status plus all temporary service on an FTE basis and minus unpaid leave of absence
33 on an FTE basis.

34
35 **Site.** A "site" is defined as an off campus location such as a Native American reservation, a
36 correctional facility, or a location mutually agreed upon for community-based programs such as
37 Farm Business Management and Small Business Management.

38
39 **Student Credits.** "Student credits" are defined as the number credits for which students are
40 enrolled.

41
42 **Temporary Full-Time Faculty Member.** A "temporary full-time faculty member" is defined
43 as a faculty member who has been hired for a full-time assignment for an academic year.

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

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

8
9 **Unlimited Part-Time Faculty Member.** An “unlimited part-time faculty member” is defined
10 as a faculty member with a part-time assignment between forty percent (40%) and eighty percent
11 (80%) for an academic year that carries the assumption that such employment will continue on a
12 part-time basis in subsequent years.

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

19 20 **ARTICLE 3** 21 **NO STRIKE OR LOCKOUT**

22
23 **Section 1. Lock-Outs.** No lockout of faculty members shall be instituted by the Employer
24 during the term of this Contract.

25
26 **Section 2. No Strikes.** The MSCF agrees that it will not promote or support any strike as
27 defined in Minnesota Statutes 179A.03, Subd. 16, except as provided in Minnesota Statutes
28 179A.18, Subd. 1. Any faculty member who knowingly violates the provisions of this section
29 may be discharged or otherwise disciplined.

30 31 32 **ARTICLE 4** 33 **MSCF PAYROLL AND DEDUCTIONS**

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

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

1 shall be provided a summary that defines the specific item for which a salary payment was
2 issued.

3
4 **Subd. 1. Additional Assignments.** Additional assignments, i.e. overload, extended
5 contract, weekend workshop, will be paid according to one of the payment methods in this
6 subdivision, when the start and end dates of the assignment are known. The employee may
7 select either a lump sum payment payable upon completion of the work or installments that
8 span the length of the work performed.

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

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

- 20
21 A. A nine (9) or ten (10) month paycheck option in which the final paycheck will be
22 received on the payday immediately following the pay period in which the final day of
23 work occurs.
24
25 B. A twelve (12) month paycheck option in which the final paycheck will be received in the
26 payroll period of a biweekly sequence beginning with the first day of work and ending
27 with the last day immediately prior to the succeeding pay year.
28

29 **Section 3. Dues Check-Off.** The Employer agrees to cooperate with Minnesota Management
30 and Budget and the MSCF in facilitating the deduction of membership dues established by the
31 MSCF from the salary of each faculty member who has authorized such deduction in writing.

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

35
36 **Subd. 2.** The aggregate deductions of all faculty members shall be remitted together with an
37 itemized statement to the MSCF office no later than fifteen (15) days following the end of
38 each payroll period.
39

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

43
44 **Section 5. Indemnity.** The MSCF agrees to indemnify and hold the Employer harmless against

any and all claims, suits, orders or judgments brought or issued against the Employer by a faculty member as a result of any action taken or not taken in accordance with the provisions of Sections 3, 4, and 6 of this Article.

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

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

ARTICLE 5 NON-DISCRIMINATION

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

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

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

ARTICLE 6 MANAGEMENT RIGHTS

Section 1. Inherent Managerial Rights. The MSCF recognizes that the Employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policies as the functions and programs of the

1 Employer; its overall budget; utilization of technology; the organizational structure; and
2 selection, direction and number of personnel.

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

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

12 13 **ARTICLE 7** 14 **MSCF RIGHTS**

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

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

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

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

38
39 **Section 5. Access to Information.** Upon request, the Employer or the Employer's designee
40 agrees to provide the MSCF at state and local levels information available to them concerning
41 the professional staffing and financial resources of the Minnesota State Colleges & Universities,
42 including routine reports, registry of professional personnel, tentative budgetary requirements
43 and allocations, agendas and minutes of board meetings, names and addresses and position on

1 the salary schedule of all faculty members in the bargaining unit and such other information
2 requested by the MSCF in contract matters or in the processing of a grievance.
3

4 **Section 6. MSCF State Meet and Confer Committee.** The MSCF shall establish a committee
5 of no more than eight (8) members to meet and confer with the Chancellor and if requested, the
6 Chair of the Minnesota State Colleges & Universities Board of Trustees. This meet and confer
7 shall be for the purpose of discussion and the mutual exchange of ideas regarding statewide
8 matters which are considered significant by the MSCF or the Employer. The Employer shall
9 provide the facilities and set the time for such conferences to take place, and such conferences
10 shall be held at least three (3) times a year. The agenda will be prepared and distributed one (1)
11 week in advance by the board chair or designee, and will include all items submitted by the
12 MSCF. The agenda shall also include all items submitted by the board chair.
13

14 **ARTICLE 8**

15 **SHARED GOVERNANCE AND ACADEMIC AFFAIRS**

16 **Section 1. Faculty Shared Governance Council.**

17
18
19 **Subd. 1. Purpose of the Council.** The Employer and the MSCF recognize that the faculty
20 has a direct interest in college issues including, but not limited to, long and short range
21 planning, priorities in the deployment of financial resources, acquisition and use of existing
22 physical and human resources, institutional self-study, marketing, public relations, and
23 recruiting activities. The parties agree that the council is established to make
24 recommendations to the college on the following topic areas: Personnel, Student Affairs,
25 Facilities, Fiscal Matters and General Matters. Nothing contained in this Article shall be
26 construed to prevent the Employer from having discussions with any individual or
27 organization, provided such discussions do not conflict with P.E.L.R.A. or other provisions
28 of this agreement.
29

30 **Subd. 2. Structure of the Council.** Membership on the council at each college shall consist
31 of the MSCF chapter leadership team and the elected MSCF members in good standing
32 representing a cross-section of disciplines (*discipline(s)* may mean division, department, or
33 program). The faculty will select one member to serve as council president. The number of
34 members of the council shall be determined by the MSCF chapter. The college president
35 shall serve as an administrative liaison to the council. It shall be normal practice for the
36 president to attend the council meetings. The college president or designee may appoint up
37 to three (3) administrators from outside the MSCF bargaining unit as participants in the
38 council. The council president and the college president may invite subject area experts as
39 needed to address specific agenda items.
40

41 **Subd. 3. Authority of the Council.** The council will have full authority to present the
42 views of the faculty in meetings with the college president or provost.
43

1 **Subd. 4. Procedures of the Council.** The elected council president shall preside over all
2 meetings of the council. Meetings shall be scheduled a minimum of two (2) times during
3 each academic semester. At the request of the faculty, the council shall also meet during the
4 summer.

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

9
10 **Subd. 6. Clerical Support.** The college shall provide clerical support:

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

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

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

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

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

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

41
42 **Section 2. Academic Affairs and Standards Council.** Faculty have fundamental and unique
43 responsibility in matters affecting the academic well-being of the state colleges. The parties
44 agree that the faculty hold the critical role in academic decision-making at the colleges. In order

1 to ensure such role, the parties agree to establish an Academic Affairs and Standards Council to
2 which management and faculty will bring all proposals regarding academic affairs and standards.
3

4 **Subd. 1. Purpose of the Council.** The purpose of the council is to provide direction for the
5 college president in all matters included in academic affairs, including course outlines, award
6 requirements, academic standards, course and program components, and the inventory of
7 course and program offerings.
8

9 **Subd. 2. Structure of the Council.** The council shall consist of two-thirds faculty members
10 and one-third administrators and/or other staff. The faculty members will be selected by the
11 faculty president after consultation with the college president. The administrative members
12 will be selected by the college president after consultation with the faculty president but must
13 include the chief academic officer. The parties agree to make appointments that represent
14 broadly the academic programming of the college. A faculty member shall serve as chair of
15 the council. S/he shall develop agendas and meeting arrangements cooperatively with the
16 chief academic officer. Other individuals may be invited to address the council.
17

18 **Subd. 3. Process.** The council shall develop procedures for all curriculum matters to be
19 discussed. The council shall, upon due consideration, forward its decisions to the
20 administration. While it is recognized that the college president reserves the ultimate
21 decision-making authority, the norm shall be to follow the decision of the Academic Affairs
22 and Standards Council absent compelling reason(s) to do otherwise. If the administration
23 counters a decision of the council, the council chair may request that the college president
24 attend an upcoming meeting of the council to hear an appeal on the issue.
25

26 **Section 3. Alternative Structure.** As an alternative to the structures in Sections 1 and/or 2
27 above, a different structure may be agreed to between the college president and the MSCF
28 chapter with the approval of the ~~state-MSCF~~State MSCF. Such agreement shall be confined to
29 the design of the structure and its operational mode. Such an agreement shall not in any way
30 regulate or control the right of selection or participation by the MSCF chapter. In the event that
31 no agreement is reached on such an alternative structure, the governance structure shall be that
32 set forth in Section(s) 1 and/or 2 above.
33

34 **ARTICLE 9**

35 **REPRESENTATIVES**

36
37 **Section 1. Administration of Contract.** The Employer agrees that the MSCF grievance
38 representative on each campus shall be provided the opportunity to investigate and process
39 grievances, and the MSCF president on each campus shall be provided the opportunity to confer
40 with the college president or designee concerning the provisions and application of this Contract.
41 Meetings with the administration or arbitration or arbitration hearings regarding the processing
42 of grievances shall be during the normal work day whenever practicable, and the grievant, the
43 local MSCF grievance representative and MSCF local president shall not lose wages due to their
44 participation.

1
2 Upon request of the MSCF president, the college president shall afford release time not to exceed
3 twelve (12) credits per year to be shared by one (1) or more local MSCF officers on each campus
4 for the purposes of conducting MSCF duties.
5

6 **Section 2. MSCF Representatives Access to Private Telephones.** It is the intent of the state
7 colleges to provide the MSCF representatives with reasonable access to private telephones when
8 they are conducting MSCF business on campus.
9

10 **Section 3. Certification of Campus Representatives.** The names of any local MSCF officers
11 and representatives who may represent the faculty members in the administration of this Contract
12 shall be communicated to the college president on each campus by means of a copy of a
13 certification from the MSCF to the Chancellor's designee. The names of the Employer
14 designees responsible for administering this Contract on the campus shall be communicated to
15 the local MSCF chapter by means of a copy of a certification from the Chancellor's designee to
16 the MSCF.
17

18 **Section 4. Certification of State Representatives.** The MSCF officers and other MSCF
19 representatives shall be certified in writing to the Employer by the MSCF. The Employer
20 designee(s) responsible for the administration of this Contract at the state level shall be certified
21 to the MSCF in writing by the Employer.
22

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

26 **Subd. 1. Additional Release Time.** The MSCF, at its request, 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 salary
32 and lose no benefits.
33

34 **Subd. 3. President's Sabbatical.** A faculty member who has served as the MSCF president
35 shall be given the right to a one (1) semester sabbatical if s/he has served one (1) term, and a
36 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 under
40 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 president
43 shall be carried forward and included in the calculation of service eligibility for a presidential
44 sabbatical as an MSCF president.
45

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

Section 7. Release Time for Other MSCF Representatives.

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

- A. **Negotiations Team.** As needed to conduct contract negotiations.
- B. **Board of Directors Members.** Up to five (5) days per academic year.
- C. **Executive Committee.** Up to nine (9) days per academic year.

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

- A. Faculty assignments are rescheduled to another day and/or evening; or
- B. Alternate assignments/activities, which can be accomplished in the absence of the instructor are assigned to the class; or
- C. The services of another faculty member are secured to assume the faculty member's obligations at no additional cost to the college;
- D. If a substitute is necessary, MSCF will be billed for the cost of the substitute.

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

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

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

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

ARTICLE 10 WORK YEAR AND WORK WEEK

Section 1. The Basic Work Year. For purposes of compensation and workload calculation, the full-time academic work year shall consist of one hundred seventy-one (171) days spread over two semesters. Within this total, each college shall identify and publish an academic calendar that includes class days, test days, and duty days assigned by the administration. Up to two (2) administration-assigned duty days may be scheduled during the summer as a part of the calendar determination process described below. Days not identified for these purposes shall be utilized by instructors for activities necessary for the successful accomplishment of their professional responsibilities. All faculty, regardless of online or onsite assignment(s), are expected to attend administratively assigned duty days on a proportionate basis or take personal leave if they do not attend these days (See joint MSCF/MnSCU letter – Appendix B).

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

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

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

Subd. 2. Instructors who are on Special Assignment or Librarians. Instructors who are on special assignment or librarians shall work at their normal duties for the one hundred seventy-one (171) day total minus the administration assigned duty days. Such duty days may or may not be conducted at the same time as the rest of the college.

Subd. 3. Counselors. Counselors' calendars shall reflect the same number of days as the teaching faculty at the college. The dates of the administratively-assigned duty days may be different from those of the teaching faculty, but the number of such days shall be the same.

1 The dates of the administratively-assigned duty days for counselors shall be determined in
2 accordance with Section 1 of this Article.

3
4 **Subd. 4. Part-Time Faculty.** Part-~~t~~ime 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, Independence
11 Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas
12 Day and any other holidays provided by Statute. When any of the holidays fall on Saturday,
13 the preceding Friday shall be the holiday. When any of the above holidays fall on Sunday,
14 the following Monday shall be the holiday.

15
16 **Subd. 2.** The college administration and the faculty president at each college may agree to
17 observe Veterans Day on a different day than the actual holiday. The ~~state MSCF~~State
18 MSCF may also agree to allow classes to be held or flexible days to be scheduled on the two
19 days normally scheduled for ~~state MSCF~~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, Veterans 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 Section 1, above. All flexible academic calendars shall meet all of the following
29 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 assignment
37 under a standard academic calendar. These statements shall mean similar student
38 credits/contact time and similar expectations for professional development and
39 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

- 1 D. Each individual flexible academic calendar must be agreeable to the faculty member, the
2 local MSCF grievance representative, and the local administration.
3
- 4 E. Exclusive of overload assignments, faculty compensation and benefits shall be identical
5 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 a
9 case, letter D. above shall apply.
10
- 11 G. Contractual limitations as included in Article 11, Section 1, Section 2, and Section 3 may
12 be waived by the faculty member and the local grievance representative as part of the
13 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 necessary
19 and as requested by either party.
20

21 **Section 4. Summer Assignments.**

22
23 **Subd. 1. Summer Sessions.** Through the Shared Governance process, the President or
24 designee shall establish the calendar for the summer session(s). The administration will
25 make reasonable effort to avoid scheduling overlapping courses such that claiming
26 opportunities for faculty are unnecessarily limited.
27

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

36 Two (2) summer sessions shall be considered the equivalent of one (1) academic year
37 semester. It is understood that a faculty member may be offered the equivalent of nine (9)
38 credits or two (2) courses, whichever is greater, per summer in one (1) or over both sessions
39 in rotation order, subject to the overload provisions in Article 13, Section 17. The
40 administration, after consultation with the faculty members in each credential field, shall
41 determine course offerings for summer session.
42

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

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

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

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

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

- A. Unlimited full-time faculty members who hold the credential field and have held assignments in the credential field within the past two (2) academic years, on a rotation basis, by credential field, with those with the most continuous service in each credential field receiving first choice, except where faculty members have already established a rotation basis for each credential field. Probationary faculty, as defined in Article 2, are included at this step in the rotation order.
- B. If no unlimited full-time faculty member qualified under paragraph A. above accepts the assignment, unlimited full-time faculty with multiple credential fields who hold another credential field and have held assignments in that credential field within the past two (2) years, on a rotation basis, with those with the most continuous service in each credential field receiving first chance, subject to conditions of Subd. 3. above.
- C. If no unlimited full-time faculty member qualified under paragraphs A. and B. above accepts the assignment, unlimited full-time faculty who hold the credential field and have not held assignments in the credential field within the past two (2) years, on a rotation basis, with those with the most continuous service in each credential field receiving first chance, subject to conditions of Subd. 3. above.

- 1
2 D. If no unlimited full-time faculty member qualified under paragraphs A., B. and C. above
3 accepts the assignments, unlimited part-time faculty who hold the credential field, 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. Probationary faculty, as
6 defined in Article 2, are included at this step in the rotation order.
7
8 E. If assignments are offered in an area for which no current unlimited faculty hold the
9 credential field, then the assignments shall be offered on a rotation basis to the unlimited
10 faculty members who have held assignments in that credential field in the previous two
11 (2) years. The initial rotation list will be established by calculating the total FTE in that
12 credential field which has been assigned to the faculty member within the previous two
13 (2) years.
14
15 F. Other applicants are last in the rotation order. No assignments of other applicants shall
16 be made if currently employed qualified “unlimited” faculty members have indicated
17 their willingness to accept the assignment.
18
19

1 **Subd. 5. Claiming of Courses/Sections After the Initial Rotation.**
2

- 3 A. Courses/sections added after the initial rotation but before the end of the academic year
4 shall be offered to faculty as follows:
5 1. Courses/sections added to the summer schedule shall first be offered to the faculty
6 member at the top of the summer rotation list in the credential field appropriate to the
7 course/section even if the faculty member is fully loaded.
8
9 2. After the faculty member at the top of the list has made his/her selection the
10 remaining course(s)/section(s) shall be offered to those faculty members on the
11 summer rotation list, in rotation order, who are not fully loaded.
12
13 3. A faculty member who is offered a course/section under this provision shall make
14 his/her decision to accept or decline within three (3) days of being offered the
15 course/section.
16
17 B. Course(s)/section(s) added after the end of the academic year but prior to the beginning
18 of summer session are not subject to rotation. This includes course(s)/section(s) that start
19 on dates that do not coincide with the official beginning of the summer session.
20
21 C. The college shall make a good faith effort to contact those faculty members on the
22 summer rotation list who are not fully loaded and offer them the available
23 course(s)/section(s). Faculty members offered such course(s)/section(s) shall make their
24 decision to accept or decline within forty-eight (48) hours from the time an offer is made.
25 The parties agree that contact by e-mail (either work or other location provided by the
26 faculty member) shall constitute a good faith effort.
27
28 D. The parties agree that a college may, in the interest of time, contact all eligible faculty
29 members on the summer rotation list and offer the additional course/section. The
30 additional course/section will be given to the faculty member who responds within the
31 time limitations and is highest on the summer rotation list. A faculty member who does
32 not respond within the time limits outlined in A3. and C. above will be treated as if s/he
33 declined the offered course/section.
34

35 **Subd. 6. Alternate Summer Assignment Distribution.** Notwithstanding the above, the
36 parties agree that faculty members in a credential field may unanimously agree to another
37 method of distributing work for the summer session. Such agreements shall be in writing and
38 approved by the college president and the MSCF Chapter.
39

40 **Section 5. Extra Days.**
41

42 **Subd. 1. Counselors.** Counselors who accept extra days assignments in counseling beyond
43 their academic year assignment shall have their work load for such extra days determined in
44 the same manner as for the academic year.
45

1 **Subd. 2. Librarians.** Librarians who accept extra days assignments to perform normal
2 library services beyond their academic year assignment shall have their work load for such
3 extra days determined in the same manner as for the academic year.
4

5 **Subd. 3. Other Faculty.** Any faculty member employed for extra days to perform services
6 other than counseling for counselors, teaching for instructors and library service for librarians
7 shall be scheduled for an average of seven (7) hours during such extra days assignments.
8

9 **Subd. 4. Rate of Pay.** Offers of extra days shall be made in writing and agreed to in
10 writing. Extra days employment shall be paid for at the rate of 1/171 per day of the faculty
11 member's scheduled salary for that fiscal year for each full day worked.
12

13 **Subd. 5. Limited Access.** No assignment of extra days shall be made to other than
14 unlimited faculty members if currently employed qualified unlimited faculty members are
15 available and willing to accept the assignment. However, if a temporary faculty member
16 holds a position during the year which is so specific as to require continuance during the
17 extra days period, such faculty member shall be allowed to have the extra days assigned.
18

19 **Subd. 6. Offers.** Extra days offered shall be scheduled consecutively insofar as is feasible
20 unless the faculty member and the college president agree to a non-consecutive schedule.
21 Notification of extra days employment during the summer shall be given no later than May 1.
22

23 **Section 6. Alternate Calendars.** 24

25 **Subd. 1. Librarians.** If a librarian in a college accepts at least ten (10) or more extra days
26 during any fiscal year, by mutual consent of the librarian who is offered ten (10) or more
27 extra days and the administration of the college, the work days of the academic year may be
28 different from and cover a period longer than the academic year agreed upon for the college.
29 These days need not be contiguous or consecutive. However, the total number of days shall
30 be one hundred and seventy-one (171) plus the number of extra days offered. Offers of extra
31 days employment and/or alternate calendar proposals shall be made in writing and agreed to
32 in writing. The ten (10) extra day requirement above may be amended or altered by mutual
33 agreement of the college and the State MSCF.
34

35 **Subd. 2. Counselors.** If a counselor in a college accepts at least ten (10) extra days during
36 any fiscal year, by mutual consent of the counselor who is offered ten (10) or more extra days
37 and the administration of the college, the work days of the academic year may be different
38 from and cover a period longer than the academic year agreed upon for the college. These
39 days need not be contiguous or consecutive. However, the total number of days shall be one
40 hundred and seventy-one (171) plus the number of extra days offered. Offers of extra days
41 employment and/or alternate calendar proposals shall be made in writing and agreed to in
42 writing. The ten (10) extra day requirement above may be amended or altered by mutual
43 agreement of the college and the State MSCF.
44
45

1 **Subd. 3. Instructors.** The academic year calendar for an instructor may be different from
2 the academic year calendar established for the college. The academic year for such faculty
3 member shall conform to the number of days in the college calendar, and days may not be
4 scheduled on the MSCF meeting days. The alternate calendar must be agreeable to the
5 administration, the faculty member and the local grievance representative.
6

7 **ARTICLE 11** 8 **WORK ASSIGNMENTS** 9

10 It is recognized that full-time faculty members normally average forty (40) or more hours per
11 week in carrying out their professional responsibilities. The reference to forty (40) hours is a
12 generalization intended for recognition of the many non-assignable duties that faculty members
13 perform. It does not establish a threshold of maximum assignable hours. It is further recognized
14 that a state college faculty member's work assignment includes a number of diverse professional
15 responsibilities. Classroom teaching and other contacts with students form the core of the
16 faculty work assignment. Additionally, professional development and service to the college are
17 the other core components of a faculty member's work assignment. A faculty member will plan
18 to engage in such activities as student advising, course evaluation, classroom preparation, the
19 evaluation of student performance, committee assignments, classroom research and community
20 service as part of the overall work assignment. Some of these activities may be completed off
21 campus. Faculty members, regardless of online or onsite assignment(s), are expected to meet the
22 professional obligations described in this article (See joint MSCF/MnSCU letter – Appendix B).
23 It is also recognized that the work assignments of part-time faculty include similar duties
24 performed on a proportional basis.
25

26 Assignments by the Employer will be made within the following limits:
27

28 **Section 1. All Teaching Faculty Workload Provisions.** When making faculty member
29 assignments the administration shall also observe the following general workload provisions for
30 all instructors:
31

32 **Subd. 1. Elapsed Time for Instructors.** Except as provided below, the average daily
33 elapsed time per week from the beginning of the first assignment to the end of the last
34 assignment shall not exceed six (6) hours exclusive of self-assigned office hours. An
35 individual instructor may be assigned a schedule in which the average daily elapsed time per
36 week is increased to a maximum of ten (10) hours if this assignment is necessary to provide
37 the course offerings within a specific program or department. An individual instructor must
38 approve any increase in average daily elapsed time per week. In any case, where a variation
39 is implemented, the administration shall provide in writing to the instructor and to the local
40 grievance representative the reasons why this assignment is necessary and reasonable.
41

42 **Subd. 2. Internship Supervision.** When instructors are assigned to supervise students who
43 are working as interns, the workload shall be assigned on a term-to-term basis. However, a

1 full-time instructor may have the assigned credit(s) distributed over the academic year. The
2 calculation shall be made for each term using the following formula:

3 The workload for internship supervision shall be one (1) credit for every seventeen (17)
4 student credits. A student credit shall be defined as one student enrolled for one credit. The
5 resulting actual number of workload credits shall be paid. ~~The resulting actual number of~~
6 ~~workload credits will be rounded to the nearest one-half (1/2) credit with the lowest possible~~
7 ~~number being one-half (1/2) credit.~~—An alternate method for compensation may be
8 implemented at the request of either the faculty member or the administration and upon
9 agreement of the faculty member, the college president and the MSCF.

10
11 **Subd. 3. Saturday and Sunday Assignments.** Assignments to faculty members for
12 Saturdays and Sundays shall be considered to be within the academic calendar. This
13 provision does not include student activity assignments. Faculty members assigned to
14 Saturday and/or Sunday shall have their schedules arranged to provide two (2) consecutive
15 days in each week without assignment, if desired.

16
17 **Subd. 4. Team Teaching.** Team teaching assignments may be made by mutual agreement
18 between faculty and administration. The faculty loads, both credits and contact hours, for
19 instructors involved in team teaching shall be determined prior to the semester in which the
20 course is offered and must be agreed to by the administration and the faculty members
21 involved in the course. In no case may the total faculty credits be fewer than the credits for
22 the course, nor may the total faculty contact hours be fewer than those for students in the
23 course.

24
25 **Subd. 5. Independent Study Assignments.** Independent study assignments shall be
26 defined as the faculty member's supervision and teaching a student of a course that has been
27 approved by the college's regular course approval procedures, or shall be defined as the
28 tutoring of a CBE (Competency Based Education) student. Such supervision and teaching
29 has no scheduled formal lectures or labs and is available by arrangement with an instructor.

30
31 Independent study assignments may be done as a part of the faculty member's semester load
32 or as overload. Because independent study is student initiated, independent study
33 assignments shall not be subject to the summer rotation language contained in Article 10,
34 Section 4.

35
36 A faculty member who supervises/teaches an independent study course shall have his/her
37 workload calculated as one-twelfth (1/12) of one credit for each student credit or CBE unit.
38 A student credit shall be defined as one student enrolled for one credit.

39
40 Independent study may not be used to substitute for course offerings, unless agreed to in
41 writing by the faculty member and administration. Copies of such agreement when the
42 number of students exceeds four (4) students per course per semester will be provided to the
43 MSCF chapter grievance representative and the ~~state MSCF~~State MSCF in a timely manner.

1 A grievance regarding this Subdivision may be initiated at Step 2. The time limit for any
2 such grievance will begin when written notice is received by either the MSCF chapter
3 grievance representative or the ~~state MSCF~~State MSCF.
4

5 **Subd. 6. Tutorial.** The tutorial is for liberal arts and general education courses. Faculty
6 meet with students for one-third (1/3) of a course's credit value while students work
7 independently for the remaining two-thirds (2/3). Faculty are paid two thirds (2/3) of the
8 course credit value. For example, in a three (3) credit course, students sign up for three (3)
9 credits; faculty are paid two (2) credits. The faculty meet with the students one (1) hour per
10 week and give assignments to the students for the remainder of the appropriate Carnegie Unit
11 time.
12

13 The maximum number of students in a tutorial is eight (8). Tutorials can only be offered by
14 mutual agreement of the instructor and the administration and with notice to ~~state MSCF~~State
15 MSCF. Tutorials will only be available to unlimited faculty. No more than one (1) tutorial
16 per course can be offered by any given faculty member in any semester.
17

18 Although generally limited to historically liberal arts or general education courses, if there is
19 a case in which a traditionally technical course is appropriate for the tutorial, it may be
20 offered as a tutorial with mutual agreement of the faculty member, the administration and
21 ~~state MSCF~~State MSCF.
22

23 **Subd. 7. Professional Accreditation Assignments.** Programs that have professional
24 accreditation requirements dictating extensive faculty monitoring of students on assignment
25 outside the college shall be administered in accordance with the language in this Article,
26 Section 7, Reasonable Credit Equivalence. Criteria such as the number of students served,
27 number of credits, location of sites, number of visits required, and preparation for and
28 evaluation of the educational experience will be considered when determining student
29 contact hours.
30

31 **Subd. 8. Non-Credit Instruction.** When non-credit instruction is assigned as part of an
32 instructor's load up to a full-time load, one (1) Continuing Education Unit (CEU) shall count
33 as two-thirds (2/3) credit for the purpose of load computation.
34

35 **Subd. 9. Class Schedules.** It is understood that faculty members and the college
36 administration shall work collaboratively in the development of schedules. Schedules for
37 each faculty member shall be developed by that faculty member in consultation with the
38 college president or designee, and submitted to the college administration for approval and, if
39 approved, consolidated into a master schedule. In the case of multi-faculty programs and/or
40 disciplines, the faculty member(s) shall first work in consultation with the administration and
41 each other to develop schedules prior to submission to the college administration for
42 approval. The administratively-approved schedule shall be provided to the faculty member
43 in writing and shall include an itemization of all equated credit assignments.
44

Subd. 10. Combined Classes. This is an assignment to teach two (2) or more courses of different content at the same time. Courses that have different designators or different course numbers or different course titles are courses with different content. Cross listed courses are not considered to be courses with different content. Courses delivered onsite at a college may not be combined with courses that are delivered online or through another system of distance learning. When ~~these combined class~~ assignments are in distance learning, including online courses, the assignment may be made only if agreed to by the instructor. For courses delivered ~~traditionally onsite,~~ management may make such an assignment after consideration of the following conditions:

- A. There must be a demonstrable business reason to do so, and
- B. The combination must not cause a significant loss of course content or student ability to meet course objectives and outcomes, and
- C. The maximum class size shall not exceed the highest maximum of any of the classes that are combined.

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

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

Subd. 11. Class Size. The administration at each college shall establish, through the Shared Governance Council, a regulation that sets a reasonable maximum class size for all instruction at the college. Once the regulation is established any change must be considered through the Shared Governance Council at least one (1) semester in advance. However, by mutual agreement between the college president (or designee) and the State MSCF, the one (1) semester notice for changing class size may be waived. There will be no intentional enrollment beyond the maximum class size unless agreed to by the MSCF and the administration. Under exceptional circumstances as determined by the affected faculty member, an instructor may admit two (2) additional students per section.

Subd. 12. Advising. The faculty and college administration acknowledge that student success and retention are enhanced by faculty advising. Effective academic advising includes faculty who guide learners to achieve academic goals. Within the technical programs, a student is assigned an advisor when s/he begins participation in a program. In general education disciplines, the faculty member will advise students in his/her courses. Faculty are expected to guide students to help them succeed academically.

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

When making full-time faculty assignments for spring term, the teaching credits and the resulting contact hours shall be assigned before the non-teaching assignments. When making part-time faculty assignments, the credit/contact hour limitations shall be a proration of the fifteen (15) credit or twenty (20) contact hour term limits based on the FTE percentage. When calculating the workload for part-time faculty who have a combination of credits and contact hour assignments, the calculation which produces the higher amount of salary will be used.

Subd. 1. Credits.

	<u>Per Semester</u>	<u>Per Academic Year</u>
Credits (assigned to courses or equated credits)	15	30

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

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

Subd. 2. Contact Hours.

	<u>Per Semester</u>	<u>Per Academic Year</u>
Contact Hours	20	40

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

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

Subd. 3. Science Laboratory Courses. Science laboratory courses (chemistry, biology, physics, and natural science) shall be credited on the basis of one (1) credit for each one (1) lecture hour and one (1) credit for each two (2) laboratory hours. Credits for science laboratories shall be averaged over the academic year with totals in odd numbers being rounded to the nearest whole number. For purposes of rounding, .5 shall be rounded up to one (1).

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

Subd. 5. Office Hours. Each instructor shall post and maintain one (1) office hour or one (1) hour of student availability in some other campus location per week for each three (3) credits taught to a maximum of fifteen (15) credits. Additional office hours or student availability may be scheduled at the instructor's option. If a faculty member's entire assignment is online, the office hours can be held entirely online. If the entire assignment is onsite, the office hours are held entirely onsite. If the assignment is mixed, the office hour locations are mixed in reasonable proportions to allow for faculty availability to students. (See joint MSCF/MnSCU letter – Appendix B).

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

A. **Selection Process.** The faculty members in each department and/or division may annually submit to the college president a list of at least two (2) acceptable candidates for the position of department and/or division coordinator/chairperson. The college president

1 | shall appoint the department and/or division coordinator/chairperson from among the
2 | acceptable candidates. However, if none of these will voluntarily accept the
3 | appointment, or if no list is submitted, then the college president may select and appoint
4 | no later than May 15 a department and/or division coordinator/chairperson from the
5 | department for a one (1) year term for the following year.
6 |

7 | B. **ResponsibilitiesDuties.** Department and/or division coordinators/chairpersons shall
8 | coordinate the activities of the department and/or division; through a regular consultation
9 | with all members of the department and/or division, the Shared Governance Council and
10 | the college president. and ~~Department and/or division coordinators/chairpersons~~ may
11 | responsibly direct other members of the bargaining unit in their department and/or
12 | division only, but may not exercise other supervisory responsibilities as defined by M.S.
13 | 179A.03, Subd. 17.
14 |

15 | C. **Compensation.** The administration at each college shall establish, through the Shared
16 | Governance Council, the tasks and responsibilities that will be assigned to each
17 | department and/or division coordinator/chairperson. After these tasks and responsibilities
18 | have been established, a credit equivalence shall be assigned to department, and/or
19 | division coordinators/chairpersons for their coordination/chairperson responsibilities. If
20 | there are ten (10) or fewer F.T.E. faculty positions in the department and/or division, the
21 | credit equivalence shall be no less than three (3) per semester unless the chapter
22 | president, coordinator and college president agree in writing to a lesser amount. If there
23 | are more than ten (10) F.T.E. faculty positions in the department and/or division, at least
24 | one (1) additional equated credit per semester shall be assigned for each additional ten
25 | (10) FTE faculty positions or fraction thereof. Normally, the equated credits will be used
26 | in determining release time from other assignments. However, in cases where the release
27 | time cannot reasonably be granted without undue disruption of the responsibilities of the
28 | department and/or division, the administration may elect to pay for the equated credits as
29 | overload pay. Also, the administration may in such cases elect to assign part of the
30 | equated credits as release time and the rest as overload pay.
31 |

32 | D. **Overload Limitation.** Department and/or division coordination/chairperson overload
33 | pay may exceed the forty percent (40%) overload limitation; but if it does, such
34 | department/division coordinator/chairperson shall not be eligible for additional overload
35 | pay, extra weeks, or summer school.
36 |

37 | E. **Consolidated Campuses:** At consolidated campuses where departments/divisions are
38 | combined, an alternate process for designating departments/division and electing
39 | coordinators/chairpersons may be implemented by mutual agreement of the
40 | administration and the MSCF. The compensation of the elected coordinator/chairperson
41 | shall be pursuant to the provisions of the faculty member's former unit designation. An
42 | alternate method for compensation may be implemented at the request of the faculty
43 | member and upon agreement of the college president and the MSCF.
44 |

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

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

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

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

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

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

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

1 | ~~department/division chairperson from the department/division for a one year term no later~~
2 | ~~than May 15.~~

3 |
4 | B. **Duties.** ~~The department/division~~Department and/or division coordinators/chairpersons
5 | ~~chairperson~~ shall coordinate the activities of the department and/or division through a
6 | regular consultation with all members of the department and/or division, the Shared
7 | Governance Council and the college president. Department and/or division
8 | coordinators/chairpersons may responsibly direct other members of the bargaining unit in
9 | their department and/or division only, but may not exercise other supervisory
10 | responsibilities as defined by M.S. 179A.03, Subd. 17.

11 |
12 | C. **Method of Compensation.** Any faculty member appointed to a position of
13 | department/division coordinator/chairperson may mutually agree with the administration
14 | to one of the following: the stipend of two thousand five hundred dollars (\$2,500.00);
15 | release time in addition to the stipend of two thousand five hundred dollars (\$2,500.00);
16 | or release time equal to a minimum of two thousand five hundred dollars (\$2,500.00)
17 | based on the faculty members' annual base salary prorated. Compensation may be shared
18 | by up to three (3) faculty members by mutual agreement between the faculty members,
19 | the MSCF chapter and the college president or designee.

20 |
21 | D. **Overload Limitation.** Department/division coordination/chairperson overload pay may
22 | exceed the forty percent (40%) overload limitation; but if it does, such
23 | department/division coordinator/chairperson shall not be eligible for additional overload
24 | pay, extra weeks, or summer school.

25 |
26 | E. **Consolidated Campuses.** At consolidated campuses where departments/divisions are
27 | combined an alternate process for designating departments/divisions and electing
28 | coordinators/chairpersons may be implemented by mutual agreement of the
29 | administration and the MSCF. The compensation of the elected coordinator/chairperson
30 | shall be pursuant to the provisions of the faculty member's former unit designation. An
31 | alternate method for compensation may be implemented at the request of the faculty
32 | member and upon agreement of the college president and the MSCF.

33 |
34 | **Subd. 3. Travel Time.** Compensation for travel will be determined by the following:

35 |
36 | A. When a faculty member is assigned to travel between campuses or sites on the same day,
37 | the travel time shall be applied to the faculty member's student contact hours. The travel
38 | time shall be determined by dividing the number of miles between the work locations by
39 | fifty (50).

40 |
41 | B. When a faculty member is assigned to travel to different campuses or sites on alternating
42 | days, mileage compensation will be determined by Article 18 for travel from the faculty
43 | member's permanent work location to and from the assigned location.

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

Subd. 5. Office Hours for Faculty Teaching General Education Disciplines (See Paragraph 2 of 1999 BMS Order). Each instructor shall post and maintain one (1) office (1) hour of student availability in his/her office or some other campus location per week for each three (3) credits taught to a maximum of fifteen (15) credits. Additional office hours or student availability may be scheduled at the instructor's option. If a faculty member's entire assignment is online, the office hours can be held entirely online. If the entire assignment is onsite, the office hours are held entirely onsite. If the assignment is mixed, the office hour locations are mixed in reasonable proportions to allow for faculty availability to students. (See joint MSCF/MnSCU letter – Appendix B).

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

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

Section 5. Counselors. All counselors, by credential field, shall be responsible for the development and implementation of the counseling services, including summer coverage, to support the mission and philosophy of each institution and to develop, cooperatively with the administration, the goals and objectives for these services prior to the start of each academic year. Counselors on each campus, among themselves, shall develop their methods of implementation for the purpose of accomplishing these goals and objectives. Priority will be

1 given to services necessary to fulfill the educational needs of students and instructional needs of
2 faculty. It is recognized that the quality and quantity of these services will depend upon the
3 availability of staff and other resources. When counselors perform teaching assignments their
4 responsibilities shall be adjusted proportionately. Part-time counselor assignments shall be
5 determined on a pro rata basis.

6
7 It is further recognized by the parties that:

- 8
9 A. After consultation with the counseling department, the college president or designee
10 decides when and where counseling services necessary to meet the goals and objectives
11 shall be offered.
12
13 B. Counselors on each campus, among themselves, shall decide which individuals shall
14 work to cover the hours set by the college president or designee.
15
16 C. In the event that counselors are unable to decide which individuals shall work to cover
17 the set hours, the college president or designee shall assign individual counselors.
18
19 D. Counselors shall be responsible for scheduling thirty-five (35) hours per week to
20 accomplish the goals and objectives referred to above. When counselors perform
21 teaching assignments, their responsibilities shall be adjusted proportionately. Part-time
22 counselor assignments shall be determined on a pro rata basis.
23

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

36 Priority will be given to services necessary to fulfill the educational needs of students and the
37 instructional needs of faculty. It is recognized that the quality and quantity of these services will
38 depend upon the availability of staff and other resources.
39

40 If faculty members have a portion of their assignments in conformity with “Other Assignments”
41 clause, then the balance of their assignment under the counselor, librarian or instructor clauses of
42 the Contract will be reduced proportionately.
43

44 **Section 7. Reasonable Credit Equivalence.** A faculty member may be assigned duties that are
45 not described in this agreement by written mutual agreement among the faculty member, and the

college president or designee. Copies of such agreements will be provided to the MSCF chapter grievance representative and the ~~state-MSCF~~State MSCF in a timely manner. Credit and/or student contact hour equivalencies for the assignment will be determined before the assignment is made. The instructor's regular workload will be reduced by an equal number of credits/student contact hours. The college administration will schedule the assignment within the parameters described in this Article except by mutual agreement among the faculty member, the ~~state-MSCF~~State MSCF, and the college president or designee. If an overload condition is created, compensation shall be according to the overload calculation in Article 13, Section ~~19~~17. A grievance regarding this section may be initiated at step 2. The time limit for any such grievance will begin when the written notice is received by either the MSCF chapter grievance representative or the ~~state-MSCF~~State MSCF.

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

Subd. 1. Distance Learning. The intent of distance learning, including tele-courses, is to provide student access to instruction and services. Materials developed expressly for distance learning by the faculty may not be reused without the faculty member's permission. The faculty member shall not be responsible for maintenance of equipment. The terms and conditions of this Contract shall apply to faculty who are providing distance learning. The intent of this language is to provide one (1) for one (1) workload calculation for all faculty members who teach courses using distance learning delivery systems.

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

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

Subd. 1. Uniform Assignments

Credit Equivalencies

A. Athletics

Football (Head)	7
Football (Asst.)	4
Wrestling (Head)	7
Wrestling (Asst.)	4
Baseball	7
Volleyball	7
Basketball (Head Women's)	7
Basketball (Head Men's)	7
Basketball (Asst. Women's)	4
Basketball (Asst. Men's)	4
Soccer (Women's)	7
Soccer (Men's)	7
Softball	7

Cross Country (Combined)	4.5
Cross Country (Men's)	3
Cross Country (Women's)	3
Golf (Men's)	3
Golf (Women's)	3
Golf (Combined)	4.5
Tennis (Women's)	3
Tennis (Men's)	3
Tennis (Combined)	4.5

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

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

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

<u>Sport</u>	<u>Credit Equivalencies</u>	
General Responsibility (Men's)	2	Subtract from total the amount received for football in summer before the contract year starts.
General Responsibility (Women's)	2	
Football (Men's)	2	
Volleyball (Women's)	2	
Wrestling (Men's)	2	
Basketball (Men's)	2	
Basketball (Women's)	2	
Soccer (Men's)	2	
Soccer (Women's)	2	
Baseball (Men's)	1.5	
Softball (Women's)	1.5	
Cross Country (Combined)	.5	
Cross Country (Men's)	.5	
Cross Country (Women's)	.5	
Golf (Men's)	.5	
Golf (Women's)	.5	
Golf (Combined)	.5	
Tennis (Women's)	.5	
Tennis (Men's)	.5	
Tennis (Combined)	.5	

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

C. **Theater**

- | | |
|---------------------|--|
| 1. Major Production | Seven (7) credits per major production to be divided as appropriate by and between the director and the technical director(s), at the request of the director. |
| 2. Minor Production | Four (4) credits per minor production, to be divided as appropriate by and between the director and the technical director. |

D. **Music**

- | | |
|--|--|
| 1. Major Group:
Five (5) credits per semester; or a minimum of two hundred (200) minutes per week, rehearses a minimum of four (4) times per week, and has a minimum of one (1) major performance per semester. <u>a group that rehearses a minimum of four (4) times per week or a minimum of two hundred (200) minutes per week, and has a minimum of one (1) major performance each semester.</u> | |
| 2. Intermediate Group:
Four (4) credits per semester; or a minimum of one hundred-fifty (150) minutes per week rehearses a minimum of three (3) times per week, and has at least one (1) major performance per semester. <u>a group that rehearses a minimum of three (3) times per week or a minimum of one hundred-fifty (150) minutes per week, and has a minimum of one (1) major performance each semester.</u> | |
| 3. Minor Group:
Three (3) credits per semester; or a minimum of one hundred (100) minutes per week rehearses a minimum of two (2) times per week, and has at least one (1) major performance per semester. <u>a group that rehearses a minimum of two (2) times per week or a minimum of one hundred (100) minutes per week, and has a minimum of one (1) major performance each semester.</u> | |
| 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 – | Five (5) credits per semester |
| A publication which requires four (4) or more multi-page publications or E-publications per semester. | |
| 2. Minor Publication - | Three (3) credits per semester |
| A publication which requires fewer than four (4) publications or E-publications 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>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 \$2,000.00 each academic year
Supervision of a student club activity on a night or weekend	\$100.00 per day plus expenses

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.

Subd. 5. Scheduling Activities and Credit Determination. The faculty member shall have responsibility for scheduling the activity in cooperation with the administration. However, the actual contact hours of the activity will not be counted in the determination of the faculty member's classroom contact hour limitation; instead the annual classroom contact hours limitation for faculty members assigned activities will be reduced by the same proportion that the equated credits are of thirty (30) or thirty-two (32) as is applicable. The classroom contact hours reduction shall be applied in total to the semester in which the activity

1 assignment occurs unless requested by the faculty member and agreed to by the
2 administration. The administration will endeavor to schedule classes for faculty members
3 having student activity assignments at such times that the combination of classes and
4 activities will result in reasonable elapsed time.
5

6 **Section 10. Academic Affairs and Standards Council.** Release time for the chairperson of the
7 Academic Affairs and Standards Council may be mutually agreed upon between the faculty
8 member and the college president or designee in consultation with the MSCF grievance
9 representative. If release time is not agreed upon, the chairperson shall receive a stipend of two
10 thousand five hundred dollars (\$2,500.00). The other faculty members of the Council may be
11 compensated if and as agreed to by the college president or designee.
12
13

14 **ARTICLE 12**

15 **WORKLOAD FOR MANAGEMENT PROGRAMS**

16

17 **Section 1. Definitions.**

18

19 **Management Programs:** “Management Programs” are where instruction is delivered to
20 owners/operators/managers of farm and small businesses in the form of management credits.
21 Students use their business entities as a base for case study and receive instruction that applies to
22 business and financial principles. Instruction is primarily delivered in an individualized format
23 at the student’s business but is supplemented by appropriate group, classroom, or distance
24 instruction. Specific programs include: Farm Business Management, Sparsity Farm Business
25 Management, Small Business Management, Computerizing Small Business, Lamb & Wool
26 Management, and Specialty Crop Management.
27

28 **Management Credit:** “Management Credits” recognize the direct application of instruction by
29 the student at the business on a continuous basis and give the student credit for those applications
30 and experiences. The management credit equates to 48 hours of total student effort under the
31 semester system, which includes 4 hours of formalized instruction and 44 hours of student
32 application.
33

34 **Initial Contract:** “Initial Contract” refers to the annual workload assignment issued to the
35 faculty member which is one of the following: a part-time contract, a base contract, or a base
36 contract plus a maximum of up to thirty-four (34) extended days.
37

38 **Base Contract:** “Base Contract” shall refer to the contract that is equal to a 1.0 FTE or 171
39 days.
40

41 **Base Year:** “Base Year” refers to the fiscal year, or the time period starting July 1 and
42 concluding June 30.
43

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 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:

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	

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	

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.

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

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

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

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

Section 4. Final Calculation. A final calculation of additional workload for the current year will be made according to registered credits at the close of the business day on June 30. If the

1 credit level exceeds the workload level determined in the previous contract adjustment,
2 additional extended days will be awarded, up to a maximum contract length of the 239 days.

3
4 **Subd. 1. Payment.** Salary adjustments will be made on or before the second full pay period
5 following the final calculation.

6
7 **Section 5. Management Faculty New to a Program or Site.** A probationary management
8 faculty member is expected to reach the initial contract credit expectation by the end of his/her
9 third year. The administration may allow unlimited faculty new to a program site flexibility in
10 meeting the base contract credit expectation. Probationary and unlimited faculty, new to a
11 program or site, shall be awarded extended days according to the same guidelines established for
12 other management faculty.

13
14 When time is needed to establish/expand the program, administration may award extended days
15 beyond what is earned.

16
17 **Section 6. Full-time Status for Unlimited Faculty.** Unlimited faculty are considered full-time
18 if the credits delivered are at least ninety-five percent (95%) of the base expectation.

19 20 **ARTICLE 13**

21 **WAGES**

22 The evaluation of each faculty member's credentials for initial salary schedule placement in
23 accordance with this Contract will be conducted in the system office. Each applicant who is
24 offered employment shall, at the time of the offer, be so notified in writing and shall be required
25 to complete the salary schedule placement application forms. The faculty member and the
26 MSCF's designee shall be notified concurrently in writing of the final column and step
27 determination. Such determination shall be implemented at the beginning of any semester or of
28 the extra days that precede the semester.

29
30 Challenges to the salary schedule placement shall be raised by either the individual faculty
31 member or the MSCF within thirty (30) working days of receipt of the written placement to
32 be considered. For faculty members hired on or after July 1, 2002, requests for re-
33 evaluation will be granted one time during the employment of the faculty member. Such
34 requests shall be made no later than the end of the first year following completion of
35 probation. Such requests for temporary full-time and temporary part-time faculty shall be
36 made no later than the end of six (6) semesters of employment. ~~Step placement for any faculty~~
37 ~~member shall be determined and implemented at the beginning of any semester or of the extra~~
38 ~~days that precede the semester.~~

39
40 **Section 1. Initial Step Placement.** The initial step placement shall reflect the number of
41 years of experience for which credit is given on the salary schedule and will be determined at
42 the college. Credit for ~~full-time~~ teaching experience and/or relevant work experience, (as
43 determined by the college president or designee), shall be granted on a one (1) for one (1)
44 basis according to the full-time aggregate of experience. The aggregate sum of experience

shall be rounded up to the next salary step. For example: 1.5 years of experience equals step 02; 5.25 years of experience equals step 06; 4.00 years of experience equals step 05. Credit for military experience shall be granted only in cases where the faculty member leaves the college for military service and returns to the college after completion of the service and then shall be on a one (1) for one (1) basis.

Credit for secondary (grades 7-12) and post-secondary teaching experience shall be granted regardless of the discipline area of teaching. Effective July 1, 2004, credit for elementary (grades K-6) teaching experience shall be granted for faculty hired in the areas of reading, child development, and education. Full-time appropriate teaching employment for one (1) academic year shall count as one (1) year of experience and all time worked may be counted, but in no instance can more than one (1) year of experience credit be earned in a fiscal year.

A faculty member with one (1) year of relevant work experience shall be placed on the salary schedule at a ~~minimum of~~ step two. ~~Credit for military experience shall be granted only in cases where the faculty member leaves the college for military service and returns to the college after completion of the service and then shall be on a one (1) for one (1) basis~~

Subd 1. Step Limits. ~~The initial step placement shall reflect the number of years of experience for which credit is given on the salary schedule and will be determined at the college. The aggregate sum of experience shall be rounded up to the next salary step. For example: 1.5 years of experience equals step 02; 5.25 years of experience equals step 06; 4.00 years of experience equals step 05.~~

Except as noted in Subd. ~~3-4~~, below, initial step placement shall not exceed:

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

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

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

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

Subd 3. Exceptions to the Maximum Placement for Re-employed Unlimited Faculty.

~~Initial step placement may exceed the step limits when:~~

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

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

~~B. Such faculty members shall be placed on the salary schedule and include any salary schedule reformatting and/or renumbering, as if their step movement had not been interrupted if the faculty member has relevant interim work experience. Relevant interim work experience shall be credited on a one (1) year for one (1) step basis. If no such interim work experience~~

~~has occurred, then the faculty member will be placed on the salary schedule where he/she was at the time of separation and include any salary schedule reformatting and/or renumbering.~~

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

~~A. A college takes over a program from another institution and also employs the faculty member(s) in the program. Such faculty member cannot be placed higher~~

1 | than one step above his/her former base salary;- or

2 |
3 | B. The MSCF and the system office have mutually agreed upon a waiver as
4 | requested by the college administration.
5 |

6 | **Subd. 4 ~~5~~. Job Market Stress.** Between January 1 and January 15 of each year,
7 | representatives from MSCF and the system office shall meet and mutually agree on
8 | disciplines/program areas that are suffering job market stress. For those
9 | disciplines/program areas identified, the step placement process shall be waived and
10 | new hires may be placed on any step within the appropriate column.
11 |

12 | **Section 2. Column Placement.** Column placement shall reflect the amount of preparation for
13 | which credit is given. Column placement for new faculty members shall be established at the
14 | system office and shall go into effect at the beginning of employment. An average
15 | grade of "B" must be maintained.
16 |

17 | **Subd 1. Definition of Columns.**
18 |

19 | **Column I.** All faculty members who do not possess the academic credentials described
20 | below shall be placed on Column I.
21 |

22 | **Column II.** Bachelor's degree or one hundred twenty (120) undergraduate semester
23 | credits.
24 |

25 | **Column III.** Master's degree in the credential field, or a master's degree with
26 | fifteen (15) graduate semester credits (twenty-three (23) graduate quarter credits) in the
27 | credential field, or bachelor's degree with twenty-four (24) graduate semester credits
28 | (thirty-six (36) graduate quarter credits) in the credential field.
29 |

30 | **Column IV.** Master's or doctoral degree with thirty (30) graduate semester credits
31 | (forty-five (45) graduate quarter credits) in the credential field.
32 |

33 | **Column V.** Master's or doctoral degree with forty-five (45) graduate semester credits
34 | (sixty-eight (68) graduate quarter credits) in the credential field.
35 |

36 |
37 | **Section 3. ~~Subd. 2. In Credential~~ Field and Advanced Degrees and Credits.** Credits will
38 | be counted as "in-~~credential~~ field" when:
39 |

40 | A. The college department offering the course has the same name as the assignment
41 | or credential field of the faculty member.
42 |

43 | B. The course title indicates that the course is intended for the faculty member's
44 | assignment or credential field.
45 |

- 1 C. The course description states that the course is intended specifically for the
2 assignment or credential field.
3
- 4 D. The faculty member has received written pre-approval from the college president
5 or designee. A copy of the approval shall be forwarded to the system office and
6 MSCF. The written pre-approval of specific courses for individuals will not set a
7 precedent at the college or system wide.
8
- 9 E. A faculty member with an assignment or a credential field of Accounting who holds a
10 CPA or CMA and a bachelor's degree in Accounting shall be placed on Column III, but
11 will have to meet the other requirements for Column IV and V.
12
- 13 F. In the case of librarians, up to eight (8) graduate semester (twelve (12) graduate
14 quarter) credits in a combination of two (2) or more academic disciplines may be
15 counted "in ~~credential~~ field" for movement to Column IV, and up to ten (10) graduate
16 semester (fifteen (15) graduate quarter) credits in a combination of two (2) or more
17 academic disciplines may be counted as "in ~~credential~~ field" for movement to Column
18 V.
19
- 20 G. Faculty members who are assigned to teach environmental science courses in the
21 Biology department of the college shall be granted 'in field' credit for graduate
22 coursework in environmental science; except those environmental science courses
23 specifically designated for other disciplines or law related. These courses will not be
24 counted as 'in field' for Biology.
25
- 26 H. Faculty members who are assigned to teach statistics courses in the Mathematics
27 department of the college shall be granted 'in field' credit for graduate coursework in
28 statistics; except those statistics courses specifically designated for other disciplines.
29 These courses will not be counted as 'in field' for Math.
30
- 31 I. Faculty who are consistently assigned in a discipline other than in their credential
32 field(s) shall be granted "in-~~credential~~ field" credit for graduate credits in the discipline
33 of the other assignment(s). For this purpose, "consistently" shall be defined as at least
34 one course per semester for two or more academic years and the college president
35 verifies that the assignment will continue.
36
- 37 J. Undergraduate credits, if approved by the system office prior to enrollment in the
38 course, shall be counted as "in-~~credential~~ field" graduate credit.
39
- 40 K. When the name of the assignment or credential field area of a faculty member is not the
41 same as that of an academic department such as history, sociology, etc., and is an
42 assignment or credential field which cuts across disciplinary lines, then the
43 determination as to which credits will count as "in-~~credential~~ field" for such a faculty
44 member will be made by the system office.
45

1 L. A Master's degree in Education, Curriculum and Instruction, Vocational Education or
2 equivalent shall be considered "in-~~credential~~ field" for all instructors who teach
3 in an occupational or technical area in which there is no advanced degree available.
4

5 M. Advanced professional degrees may substitute for the master's degree for column
6 movement beyond Column III if all other requirements are met. Professional school
7 credits may count as graduate credits if they are in the credential field of the
8 faculty member. ~~A faculty member with an assignment or a credential field of~~
9 ~~Accounting with a C.P.A. or a C.M.A. shall be placed on Column III when the faculty~~
10 ~~member holds a bachelor's degree in accounting, but will have to meet the other~~
11 ~~requirements for Column IV and Column V.~~
12

13 N. Credits will be considered to be graduate-level credits if such credits are granted by a
14 recognized institution of higher education that grants graduate level degrees and the
15 faculty member was granted graduate credit for the courses.
16

17 ~~L. Professional school credits may count as graduate credits if they are in the credential~~
18 ~~field of the faculty member.~~
19

20 **Section 3 4. Column Change and Documentation.** When a faculty member applies, the
21 application for a column change shall be reviewed on the basis of additional education, ~~training~~
22 ~~and/or experiences~~ gained after original placement or the previous column change. The system
23 office shall review the application. When verified, a column change shall be granted.
24

25 **Subd. 1. Eligibility to Advance a Column.** A column change may be made at the start of
26 any semester or of the extra days or weeks that precede the semester. A column change
27 may be made by the completion of academic requirements as required for the column. A
28 column change must be documented and established as follows:
29

30 A. The faculty member must provide to the college human resources designee a
31 written statement of intent to change columns, with either copies of official transcripts
32 to document a column change or a written statement verifying that requirements for a
33 column change have been completed prior to the start of the semester. This material
34 shall be delivered to the college human resources designee before the start of such
35 semester or sent by certified e-mail prior to the start of such semester.
36

37 B. When documentation for a column change is provided to and a column change is
38 verified by the system office, the salary of the faculty member will be adjusted
39 accordingly and such adjustment will apply retroactively to the start of the faculty
40 member's assignment for the semester referred to in paragraph A. above or the weeks
41 attached to such semester.
42

43 C. Column changes based on changes of assignment or credential field may occur
44 at the beginning of any academic semester.
45

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

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

Subd. 2. Credits for In-Credential Field for Occupational and Technical Areas.

Current faculty members will be granted “in-~~credential~~ field” without any limitation if the credits are “in field” or a part of a pre-approved degree or pre-approved on a course-by-course basis.

A. If the faculty member holds a master’s degree, then only graduate courses “in-~~credential~~ field” will be approved, when “in-~~credential~~ field” graduate courses are available. If “in-~~credential~~ field” graduate courses are not available, then pre-approved other graduate courses or relevant pre-approved undergraduate courses will be granted.

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

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

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

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

~~**Subd. 3. Formerly Licensed Faculty Members on Column I or Column II.** Faculty members who held a five-year license prior to July 1, 2006 and are currently placed on Column I or II shall be granted a column change from either Column I to Column II or from Column II to Column III, provided they have met the requirements set forth in the March 22, 2006 Memorandum of Agreement appended here as Appendix E.~~

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

Section 4-5. Awards for Excellence. At the discretion of the college president or designee, a faculty member may be granted an award for excellence of up to two thousand five-hundred dollars (\$2,500.00), subject to the following limitations:

- 1
2 A. A faculty member or a group of faculty members seeking consideration for an award
3 for excellence will submit a written proposal that has been approved by the individual's
4 or individuals' supervising administrator(s) to a college award for excellence
5 committee. The proposal must specifically delineate either: a.) performance
6 objectives to be achieved during an identified period of time that are above and
7 beyond the normal requirements of the individual's position(s), and a method of
8 assessing the outcome; or b.) special project goals during an identified period of time,
9 and a method of assessing the outcome. The committee will be composed of an equal
10 number of college administrators appointed by the college president or designee and
11 MSCF faculty members appointed by the MSCF chapter president. The committee
12 may accept, reject or make suggestions on how to improve the proposal to make it
13 acceptable. Rejected proposals and proposals with improvement suggestions shall be
14 returned to the proposer(s). In the event the committee is deadlocked the proposal
15 shall be forwarded, with supporting documentation, to the college president or
16 designee for a decision.
17
18 B. Proposals deemed acceptable by the committee will be forwarded to the college
19 president or designee, who may approve the proposal. At the time of approval, the
20 college president shall identify the monetary award to be paid upon successful
21 completion of the proposal. Approval of the college president or designee must be
22 received prior to initiation of the plan.
23
24 C. Each college may propose additional reasonable and necessary written guidelines, for
25 this committee's use after review by the faculty Shared Governance Council.
26
27 D. Failure to complete the objectives and/or goals of the project shall result in no award
28 for excellence being given but shall not be cause for any discipline or loss of
29 professional advantage.
30
31 E. Upon completion of the objectives and/or goals of the proposal, the faculty
32 member(s) will provide written notice to the committee and describe how the objectives
33 and/or goals have been achieved. The committee will meet and prepare a written
34 recommendation for the college president or designee whether or not to issue an
35 award for excellence. The committee shall keep minutes of its meetings and post them.
36
37 F. The college president or designee may accept or reject the committee's
38 recommendation if the recommendation is neutral or negative. If the recommendation
39 is positive, the college president or designee shall authorize payment.
40
41 G. This payment will be in the form of a one-time lump sum payment, and it will not
42 be added to the faculty member's base salary. This lump sum payment shall be exempt
43 from the forty percent (40%) overload salary maximum.
44
45 H. Work done for an Award for Excellence is excluded from hiring practices calculation.

Section—5 6. 2011-2013 Salary Schedule. 2013-2014 Salary Schedule. The salary schedule for the 2011-2012 and 2012-2013 2013-2014 academic years, to be effective July 1, 2012, 2013 shall be as follows:

STEPS	COLUMN I	COLUMN II	COLUMN	COLUMN	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				

STEPS	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
<u>1</u>	<u>34,505</u>	<u>38,110</u>	<u>41,715</u>	<u>45,320</u>	<u>48,925</u>
<u>2</u>	<u>36,308</u>	<u>39,913</u>	<u>43,518</u>	<u>47,123</u>	<u>50,728</u>
<u>3</u>	<u>38,110</u>	<u>41,715</u>	<u>45,320</u>	<u>48,925</u>	<u>52,530</u>
<u>4</u>	<u>39,913</u>	<u>43,518</u>	<u>47,123</u>	<u>50,728</u>	<u>54,333</u>
<u>5</u>	<u>41,715</u>	<u>45,320</u>	<u>48,925</u>	<u>52,530</u>	<u>56,135</u>
<u>6</u>	<u>43,518</u>	<u>47,123</u>	<u>50,728</u>	<u>54,333</u>	<u>57,938</u>
<u>7</u>	<u>45,320</u>	<u>48,925</u>	<u>52,530</u>	<u>56,135</u>	<u>59,740</u>
<u>8</u>	<u>47,123</u>	<u>50,728</u>	<u>54,333</u>	<u>57,938</u>	<u>61,543</u>
<u>9</u>	<u>48,925</u>	<u>52,530</u>	<u>56,135</u>	<u>59,740</u>	<u>63,345</u>
<u>10</u>	<u>50,728</u>	<u>54,333</u>	<u>57,938</u>	<u>61,543</u>	<u>65,148</u>
<u>11</u>	<u>52,530</u>	<u>56,135</u>	<u>59,740</u>	<u>63,345</u>	<u>66,950</u>

<u>12</u>	<u>54,333</u>	<u>57,938</u>	<u>61,543</u>	<u>65,148</u>	<u>68,700</u> <u>68,753</u>
<u>13</u>	<u>56,135</u>	<u>59,740</u>	<u>63,345</u>	<u>66,950</u>	<u>70,555</u>
<u>14</u>	<u>57,938</u>	<u>61,543</u>	<u>65,148</u>	<u>68,700</u> <u>68,753</u>	-
<u>15</u>	<u>59,740</u>	<u>63,345</u>	<u>66,950</u>	<u>70,555</u>	-
<u>16</u>	<u>61,543</u>	<u>65,148</u>	<u>68,700</u> <u>68,753</u>	-	-
<u>17</u>	<u>63,345</u>	<u>66,950</u>	<u>70,555</u>	-	-
<u>18</u>	<u>65,148</u>	<u>68,700</u> <u>68,753</u>	-	-	-
<u>19</u>	<u>66,950</u>	<u>70,555</u>	-	-	-
<u>20</u>	<u>68,700</u> <u>68,753</u>	-	-	-	-
<u>21</u>	<u>70,555</u>	-	-	-	-

Effective July 1, 2013, faculty who are “in progress” shall move to the newly created step of off step at sixty-six thousand seven hundred dollars (\$66,750.00) shall move to sixty-eight thousand seven hundred and fifty-three dollars (\$68,753.00) of their respective column.

Effective July 1, 2012, 2013 a faculty member who is “above the top” at seventy thousand nine hundred dollars (\$70,900.00) shall move to seventy-three thousand twenty-seven dollars (\$73,027.00) and shall remain “above the top.” employed during the 2012-2013 academic year and paid via the salary schedule and is not at the top shall receive a \$3,500 base increase or the appropriate proration thereof.

~~This increase shall be affected as 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 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 bargaining. In addition, the faculty at the top of the salary schedule will receive a lump sum payment of one thousand five hundred dollars (\$1,500.00) which will not be added to the faculty member’s base pay.~~

Section 7. Step Movement. Effective July 1, 2014 a faculty member who is employed during the 2013-2014 academic year and paid via the salary schedule and is not at the top shall advance one (1) step.

Faculty on the penultimate step shall receive a \$1,750 base increase. This increase shall be affected as a one (1) step advancement. These faculty remain on that step unless future bargaining results in further step movement for them.

Faculty at the top of the salary schedule will remain at the top unless future bargaining results in further step movement for them. Faculty who are “above the top” will remain “above the top.” unless future bargaining results in further step movements for them.

Section 8. 2014-2015 Salary Schedule. The salary schedule for the 2014-2015 academic year, to be effective January 1, 2015 shall be as follows:

<u>STEPS</u>	<u>COLUMN I</u>	<u>COLUMN II</u>	<u>COLUMN III</u>	<u>COLUMN IV</u>	<u>COLUMN V</u>
<u>1</u>	<u>35,540</u>	<u>39,253</u>	<u>42,966</u>	<u>46,680</u>	<u>50,393</u>
<u>2</u>	<u>37,397</u>	<u>41,110</u>	<u>44,823</u>	<u>48,536</u>	<u>52,249</u>
<u>3</u>	<u>39,253</u>	<u>42,966</u>	<u>46,680</u>	<u>50,393</u>	<u>54,106</u>
<u>4</u>	<u>41,110</u>	<u>44,823</u>	<u>48,536</u>	<u>52,249</u>	<u>55,962</u>
<u>5</u>	<u>42,966</u>	<u>46,680</u>	<u>50,393</u>	<u>54,106</u>	<u>57,819</u>
<u>6</u>	<u>44,823</u>	<u>48,536</u>	<u>52,249</u>	<u>55,962</u>	<u>59,676</u>
<u>7</u>	<u>46,680</u>	<u>50,393</u>	<u>54,106</u>	<u>57,819</u>	<u>61,532</u>
<u>8</u>	<u>48,536</u>	<u>52,249</u>	<u>55,962</u>	<u>59,676</u>	<u>63,389</u>
<u>9</u>	<u>50,393</u>	<u>54,106</u>	<u>57,819</u>	<u>61,532</u>	<u>65,245</u>
<u>10</u>	<u>52,249</u>	<u>55,962</u>	<u>59,676</u>	<u>63,389</u>	<u>67,102</u>
<u>11</u>	<u>54,106</u>	<u>57,819</u>	<u>61,532</u>	<u>65,245</u>	<u>68,959</u>
<u>12</u>	<u>55,962</u>	<u>59,676</u>	<u>63,389</u>	<u>67,102</u>	<u>70,761</u> 70,815
<u>13</u>	<u>57,819</u>	<u>61,532</u>	<u>65,245</u>	<u>68,959</u>	<u>72,672</u>
<u>14</u>	<u>59,676</u>	<u>63,389</u>	<u>67,102</u>	<u>70,761</u> 70,815	-
<u>15</u>	<u>61,532</u>	<u>65,245</u>	<u>68,959</u>	<u>72,672</u>	-
<u>16</u>	<u>63,389</u>	<u>67,102</u>	<u>70,761</u> 70,815	-	-
<u>17</u>	<u>65,245</u>	<u>68,959</u>	<u>72,672</u>	-	-
<u>18</u>	<u>67,102</u>	<u>70,761</u> 70,815	-	-	-
<u>19</u>	<u>68,959</u>	<u>72,672</u>	-	-	-
<u>20</u>	<u>70,761</u> 70,815	-	-	-	-
<u>21</u>	<u>72,672</u>	-	-	-	-

Effective January 1, 2015 a faculty member who is “above the top” at seventy-three thousand twenty-seven dollars (\$73,027.00) shall move to seventy-five thousand two hundred eighteen dollars (\$75,218.00) and shall remain “above the top.” unless future bargaining results in further step movements for them.

Section 69. Customized Training Instructors. The compensation for customized training faculty, as defined in Article 28, Section 1, shall be agreed to by the college president or designee and the faculty member with a copy of such agreements to the local grievance representative.

Section 710. Miscellaneous Wages. Non-credit teaching, if not part of assigned load, shall be paid to faculty members on the same basis as to others with like assignments.

Honoraria and/or stipends may be mutually agreed to by the faculty member and the college administration for purposes of special project work, extracurricular activities, etc.. Faculty members shall not earn more than one thousand dollars (\$1000.00) in any fiscal year. Such payments shall be exempt from the forty percent (40%) overload salary maximum. These wages may be paid as discrete, mutually agreed, nonteaching assignments which do not rise to reasonable credit equivalence. As such, they are excluded from hiring practices.

Section 811. PSEO/Concurrent Enrollment. Payment for assignments for mentoring/monitoring instruction in the college/high school credit programs shall be paid on a pro rata credit equivalent basis. In no case shall an individual who does not meet minimum qualifications in the credential field of the course be assigned to mentor or do similar work. Mentors for these programs shall be compensated at the rate of one (1) credit for the first time an instructor is mentored in a course and one-half (1/2) credit each successive time.

Section 912. Life/Work Experience Evaluation and Test Outs. A faculty member who agrees to evaluate a student's life/work experience application for the purpose of college credit shall be paid at the rate of twenty-five dollars (\$25.00) per lecture credit and fifty dollars (\$50.00) per lab credit.

A faculty member who agrees to conduct student test outs for the purpose of acquiring college credit without participating in the regular class shall be paid at the rate of twenty-five dollars (\$25.00) per lecture credit and fifty dollars (\$50.00) per lab credit.

Section 1013. Extended Contracts. Extended contracts or extra days worked prior to July 1 shall be compensated on the previous academic year base salary. Extended contracts or extra days worked on or after July 1 shall be compensated based on the subsequent academic year base salary.

Section 1114. Summer Session Wages. Faculty members employed for the summer session(s) shall be paid on the basis of the number of credits taught. Unlimited full-time and unlimited part-time faculty members, and temporary part-time/full-time faculty members teaching more than three (3) credits for the summer session, shall be paid a proration of the faculty member's salary schedule for the previous academic year.

Section 1215. Temporary Part-time and Adjunct Faculty Wages. Prior to accepting a part-time appointment, the applicant(s) shall provide the college with information pertaining to current or anticipated employment at another state college.

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

Subd. 2. Adjunct. Adjunct faculty members who teach fewer than five (5) credits per semester will be compensated at the rate of five hundred and twenty-five dollars (\$525.00) to one thousand two hundred dollars (\$1,200.00) per semester credit. If a temporary or adjunct faculty member is rehired as an adjunct for a subsequent year, the faculty member shall be entitled to a minimum increase of one hundred dollars (\$100.00) per credit up to the maximum of one thousand two hundred dollars (\$1,200.00). An assignment in an academic year qualifies the faculty member to move up the pay increase progression if the faculty member is hired in any subsequent academic year. Current temporary or adjunct faculty will not be reduced in the wage per credit and will be granted a minimum increase of one hundred dollars (\$100.00) if employed as an adjunct in any subsequent year.

Subd. 3. Fluctuating Workload Salary Rates for Temporary Part-time and Adjunct. The salary rate for temporary part-time and adjunct faculty in Subd. 1. and Subd 2. above shall be modified as follows. (Faculty members working at one college or at multiple colleges within a semester are included.)

- A. When a temporary part-time faculty member's workload decreases below five (5) credits as a result of a class cancellation, the pay rate shall be adjusted from a proration of the appropriate position on the salary schedule (pro-rata) to a per credit rate as established in Section 15, Subd. 2 above. The credit rate shall be effective at the beginning of the pay period following notification the class(es) cancelled.
- B. When a temporary part-time faculty member's workload decreases below five (5) credits after a class has started but before the end of the semester, as a result of a separation for any reason, the final FTE calculation will continue to be paid based on a proration of the appropriate position on the salary schedule (pro-rata), as of the faculty member's last day of work or final salary placement if in the queue for approval, whichever is greater, as established in Section 15, Subd. 1 above.
- C. When an adjunct faculty member's workload increases to five (5) or more credits after the semester has begun, the pay rate shall be adjusted from a per credit rate to a proration of the appropriate position on the salary schedule (pro-rata) as established in Section 15, Subd. 1 above. The pro-rata rate shall be effective at the beginning of the pay period following notification the class(es) were added.

Section 1316. Unlimited Part-time Wages. Unlimited part-time faculty members shall be paid a proration of the appropriate position on the salary schedule for all work assigned. Unlimited part-time faculty members will be paid according to credits taught on a semester by semester basis. If the workload in each semester is essentially equal, unlimited part-time faculty members may choose to be paid equally over nine (9) or twelve (12) months. Unlimited part-time faculty members whose assignments do not meet their minimum guaranteed appointment shall be compensated for the balance of their appointment in the spring semester. However, unlimited part-time faculty members may be given additional assignments consistent with Article 11 to meet the minimum guaranteed appointment.

Section 1417. Substitute Wages. Faculty members who are included in the MSCF bargaining unit and are assigned to provide substitute services shall be paid according to the following:

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

Subd. 2. Faculty members who are assigned to provide substitute services for short-term absences where there are no or minimal responsibilities outside the classroom shall be paid an hourly rate that is established by first dividing the individual annual base salary amount by one hundred and seventy-one (171) days and then dividing the quotient by seven (7) hours. The amount paid shall be for the actual number of hours assigned. Short term substitute wages shall not count against the overload maximum.

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

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

Section 1518. Applied Music.

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

Subd. 2. Private Lesson Rate. Applied music instruction provided by part-time instructors who teach only applied music shall be paid at the rate of at least one hundred twenty-seven dollars and fifty cents (\$127.50) per semester for each one half (½) hour lesson per week.

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

Section 1619. Coaching Salaries. Coaches and assistant coaches shall receive pro rata pay when coaching a student activity whose credit equivalency exceeds three (3) credits. The credits allocated may be distributed over two (2) semesters whenever the actual season of the activity occurs over two (2) semesters. When a student activity has more than one (1) assistant coach assigned, the credit equivalency will be divided between/among coaches to reflect the assignment. Individuals who volunteer to assist during college athletic practices and/or events shall not be identified as coaches or assistant coaches.

Section 1720. Overload Assignments and Overload Salary Maximum.

- A. An overload assignment shall be defined as any assignment to a faculty member that exceeds the workload assignment limitations in this contract. Overload assignments must be mutually agreed upon between the faculty member and the college president or designee.
- B. The total payment for non-credit teaching, summer school teaching, overload, and extra days shall not exceed forty percent (40%) of the faculty member's schedule salary, except in cases where the conditions of an outside grant requires additional days, or except as specified in Article 11, Section 2, Subd. 6. D. and Section 3, Subd. 2. D. The one hundred forty percent (140%) total for a given year refers to the academic year and overload pay and/or the extra days assigned during the fiscal year in which the academic year occurs.
- C. When offered to a full-time unlimited instructor, overload shall first be offered to full-time unlimited instructors within the credential field, except where provisions of a grant require an exception to this provision.
- D. The exceptions in paragraph B. above shall include grants and honoraria, including those from college foundations, that faculty apply for competitively and that are dispersed through payroll.
- E. The activities listed in paragraphs B. and D. above must be non-student contact. C.B.E. evaluation payments, life/work experience evaluation and test out payments, customized training compensation, short-term substitute faculty work, and honoraria/stipend payments in accordance with Section 7. above shall not count toward the overload restriction. The guiding principle is that whenever assignments require student contact, approval for exception to the forty percent (40%) restriction must be granted prior to the assignment.

Section 1821. Health/Dental Expense Accounts. The Employer agrees to provide insurance eligible faculty members with the option to pay for the employee portion of health and dental premiums on a pretax basis as permitted by law or regulation. The Employer also agrees to allow faculty members to cover co-payments, deductibles and other medical and dental

1 expenses or expenses for services not covered by health or dental insurance as permitted by
2 law or regulation, ~~up to a maximum of five thousand dollars (\$5,000) per insurance year.~~

3
4 **Section 1922. Dependent Care Expense Account.** The Employer agrees to provide
5 insurance-eligible faculty members with the option to participate in a dependent care
6 reimbursement program for work-related dependent care expenses on a pretax basis as
7 permitted by law or regulation.
8

9 **Section 2023. Other Pre-tax Expense Account.** The Employer agrees to provide
10 faculty members with the option to participate in an expense account for payment of parking
11 fees and transit expenses on a pretax basis as permitted by law or regulation.
12

13 **Section 2124. Appeals.** Any grievances filed under this article shall be filed initially at step 2
14 of the grievance procedure consistent with time limits provided therein.
15
16

17 **ARTICLE 14**

18 **LEAVES OF ABSENCE WITH PAY**

19

20 **Section 1. Compensation.** Faculty members will receive compensation for all paid leave days
21 equal to compensation received for a regular duty day, as described in this Contract. Accrual of
22 all benefits (seniority, salary advancement, retirement, insurances, etc.) continues uninterrupted
23 during any paid leave. Faculty members with partial or entirely online or distance learning
24 assignments are expected to use paid leave exactly as required of onsite faculty. (See joint
25 MSCF/MnSCU letter – Appendix B).
26

27 **Section 2. Communicating Absence.** A faculty member who finds it necessary to be absent
28 shall communicate with the state college official to whom the faculty member is responsible, in
29 accordance with college policy, in advance whenever possible.
30

31 **Section 3. Sick Leave.** Upon initial employment each full-time faculty member shall be
32 credited with twenty (20) days of sick leave allowance. At the beginning of the third academic
33 year of employment and each academic year thereafter, each full-time faculty member shall be
34 credited with ten (10) days of sick leave allowance to be used for approved absences necessitated
35 by reason of illness or injury, by necessity for dental or medical care, by exposure to contagious
36 disease so that attendance on duty may endanger the health of other faculty members or the
37 public, or the illness of the faculty member's spouse, minor children, or parent, or spouse's
38 parents, and other residents of the faculty member's household for such periods as the faculty
39 member's attendance shall be necessary. Sick leave credited to a faculty member in advance is
40 earned at the rate of ten (10) days per academic year. If a faculty member separates and has used
41 more sick leave than has been earned, such faculty member shall reimburse the Employer for any
42 such overpayment.
43

1 **Subd. 1. Birth or Adoption Leave.** A faculty member shall be granted up to five (5)
2 days, charged against sick leave, for the birth of a child or placement of an adoptive or
3 foster child.
4

5 **Subd. 2. Accumulation of Sick Leave.** Unused sick leave may be accumulated to a
6 maximum of one hundred and twelve (112) days. Sick leave earned over the maximum
7 will be considered lapsed but shall be recorded to the faculty member's credit. In the
8 event that a faculty member with an illness exhausts the current accumulated sick leave
9 and has lapsed sick leave recorded to the faculty member's credit, additional sick leave
10 shall be granted by the college president upon valid medical documentation, to the extent
11 required by the faculty member's illness, but not to exceed the total amount of lapsed sick
12 leave.
13

14 **Subd. 3. Maternity Use of Sick Leave.** Sick leave may be used for maternity-related
15 disability. The length of time shall be limited to the number of days that the attending
16 physician certifies is maternity-related or the number of accumulated sick leave days,
17 whichever is less.
18

19 **Subd. 4. Sick Leave Usage.** Sick leave may be taken in full day or one-half (1/2) day
20 increments. Faculty who have accrued a fractional day other than one-half (1/2) day may
21 also use that fractional day.
22

23 **Subd. 5. Additional Sick Leave.** One (1) additional day of sick leave allowance shall
24 be credited to each faculty member for every multiple of twenty (20) days or every
25 multiple of three (3) credits assigned during a summer session or as extra days. If less
26 than full-time, it shall be prorated. No more than three (3) additional days shall be
27 accrued per the provisions of this subdivision.
28

29 **Subd. 6. Reinstatement of Sick Leave.** A faculty member who is reinstated or re-
30 appointed to the Minnesota State Colleges within four (4) years from the date of
31 resignation or retirement may, at the Employer's discretion, have the accumulated but
32 unused sick leave balance restored and posted to the faculty member's credit provided
33 such sick leave was accrued in accord with the provisions of this Contract. However,
34 upon reinstatement or rehire, a faculty member who received severance pay shall have
35 sick leave restored in an amount equal to the sick leave balance not liquidated as
36 severance pay at the time of separation or may buy back the total amount of sick leave
37 previously paid off as severance by paying the college at the time of reinstatement or
38 rehire the gross amount of dollars previously paid out.
39

40 **Subd. 7. Sick Leave and College Closing.** When a faculty member applies for and is
41 granted sick leave and, on the day the sick leave is to be taken, the college is closed
42 because of an emergency in accordance with Article 24, Section 1, the faculty member
43 will be considered to have taken and used the sick leave applied for despite the
44 subsequent emergency closure of the college. The faculty member's leave accumulation
45 will be reduced accordingly.

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

Subd. 1. Bereavement Leave and College Closing. When a faculty member applies for and is granted bereavement leave and, on the day the bereavement leave is to be taken, the college is closed because of an emergency in accordance with Article 24, Section 1, the faculty member will be considered to have taken and used the bereavement leave applied for despite the subsequent emergency closure of the college. The faculty member's five (5) days of bereavement leave will be reduced accordingly.

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

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

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

Subd. 1. Personal Leave and College Closing. When a faculty member applies for and is granted personal leave and, on the day the personal leave is to be taken, the college is closed because of an emergency in accordance with Article 24, Section 1, the faculty member will be considered to have taken and used the personal leave applied for despite the subsequent emergency closure of the college. The faculty member's leave accumulation will be reduced accordingly.

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

1 **Section 7. Advanced Degree or Certification Leave.** Upon application, a faculty member
2 shall receive a leave of up to five (5) days to take written or oral exams for an advanced degree
3 or certification.
4

5 **Section 8. Legal Leave.**
6

7 **Subd. 1. Jury Leave.** A faculty member shall be excused from work for jury service. For
8 the duration of such leave the faculty member shall be paid his/her regular pay. The faculty
9 member will retain payments received for jury service.
10

11 **Subd. 2. Court Appearance Leave.** Leave shall be granted for appearance before a court,
12 legislative committee, or other judicial or quasi-judicial bodies in response to a subpoena or
13 other direction of proper authority for job related purposes other than those initiated by the
14 employee or the exclusive representative. Leave shall also be granted for attendance in court
15 in connection with a faculty member's official duty, which shall include any necessary travel
16 time. Such faculty member shall be paid his/her regular rate of pay but shall remit to his/her
17 college the amount received, exclusive of expenses, for serving as a witness, as required by
18 the court.
19

20 **Section 9. Military Leave.** Up to fifteen (15) working days leave per calendar year shall be
21 granted to members of a reserve force of the United States or of the State of Minnesota and who
22 are ordered by the appropriate authorities to attend a training program or perform any other
23 duties under the supervision of the United States or of the State of Minnesota during the period
24 of such activity.
25

26 **Section 10. Accounting of Leave Status.** At the end of each fiscal year, an accounting of sick,
27 personal and unpaid leave status will be provided to each unlimited faculty member by the
28 faculty member's college. Upon request, temporary full-time and temporary part-time faculty
29 members shall also receive an accounting of their accrued leave.
30

31 **Section 11. Leave Benefit Accumulations.** Leave benefit accumulations accrued on the basis
32 of service prior to the signing of this Contract shall be retained by the faculty member after such
33 signing.
34

35 **ARTICLE 15**
36 **LEAVES OF ABSENCE WITHOUT PAY**
37

38 **Section 1. Benefits.** A faculty member on an unpaid leave of absence that exceeds ten (10)
39 working days duration shall:
40

- 41 A. Be reinstated to his/her original position or to a position of similar status and pay.
42
43 B. Retain seniority accrual, salary and benefit status and other advantages accrued prior to
44 taking the leave.

1
2 C. Not accrue or use sick leave or personal leave during the period of the unpaid leave.
3

4 D. Not receive service credit toward fulfillment of his/her probationary period.
5

6 E. Be eligible to continue benefits provided by this Contract at his/her own expense during
7 the leave of absence.
8

9 An unlimited faculty member who is granted an unpaid leave for up to one (1) full academic
10 semester shall, upon return, be placed on the salary schedule as if the faculty member's service
11 had been continuous in the system. Such faculty member must request use of this provision prior
12 to or immediately upon returning from the leave, and may be granted this provision once only
13 during the faculty member's career with the Employer. Such one (1) semester shall also be
14 counted as continuous service for purposes of seniority and service to count towards sabbatical
15 leave eligibility.
16

17 **Section 2. Military Leave.** Leave shall be granted to a faculty member who enters into active
18 military service in the armed forces of the United States for the period of military service, not to
19 exceed four (4) years, plus such additional time in each case as such a faculty member may be
20 required to serve pursuant to law.
21

22 **Section 3. Parenting Leave.** Faculty members are entitled to unpaid parenting leave under the
23 following conditions:
24

25 **Subd. 1. Eligibility.** The college administration shall grant parenting leave without pay to
26 any faculty member who requests such leave for the purpose of providing parental care to his
27 or her newborn, newly adopted, or newly foster-care placed child or children. The faculty
28 member must commence this leave within two (2) years of the birth or adoption or placement
29 of the foster child.
30

31 **Subd. 2. Duration.** A faculty member may take a parenting leave of up to one (1) year by
32 notifying the college administration in writing stating the beginning date and length of the
33 requested leave. The request for parenting leave shall be submitted at least six (6) weeks
34 before the effective beginning date, except in the event of an emergency.
35

36 **Subd. 3. Extension.** The faculty member may elect to extend the parenting leave for an
37 additional six (6) months by notifying the college administration of this election in writing.
38 The faculty member's election to extend the leave shall be submitted at least six (6) weeks
39 before the ending date of the previously scheduled parenting leave.
40

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

1
2 **Subd. 5. Leave Synchronization.** The initial leave or subsequent extension may be
3 adjusted by the college president to the next natural academic schedule break following the
4 scheduled ending date of the initial leave or subsequent extension of that leave.
5

6 **Subd. 6. Mutual Agreement.** The provisions of this section may be altered by mutual
7 agreement among the college president, the faculty member, and MSCF.
8

9 **Subd. 7. FMLA.** In the event a parenting leave granted under this Section qualifies for a
10 leave under the Family Medical Leave Act of 1993 (FMLA) the leaves shall run concurrently
11 and the faculty member shall be entitled to any benefits under the FMLA for which s/he is
12 eligible.
13

14 **Section 4. General Leave.** A faculty member shall be considered for a general leave that the
15 college administration may grant under the following conditions:
16

17 **Subd. 1. Duration.** A general leave of absence shall be for a maximum of one (1) year.
18 Upon request of the faculty member, up to two (2) one (1) year extensions of the leave may
19 be granted by the college administration. The college administration shall not arbitrarily
20 deny a faculty member's request for a general leave or an extension thereof. Leave for
21 personal emergencies will be granted.
22

23 **Subd. 2. Notice.** Except in the case of an emergency, a faculty member must give two (2)
24 months notice when applying for a general leave or for an extension of the general leave. A
25 faculty member's failure to return from the leave shall constitute a voluntary resignation and
26 the faculty member shall be severed from state service.
27

28 **Subd. 3. Mutual Agreement.** The provisions of this section may be altered by mutual
29 agreement among the college president, the faculty member, and MSCF.
30

31 **Subd. 4. General Leave for Teaching and Related Occupational Activities.** A faculty
32 member who is granted an unpaid leave specifically to do full-time teaching elsewhere or
33 engages in other full-time occupational endeavors that are related to the faculty member's
34 performance, expertise at the college, or credential field (except in cases of extended leaves
35 pursuant to M.S. 136F.43) shall, upon return, be placed on the salary schedule as if the
36 faculty member's service had been continuous in the system, and the time spent on such
37 leaves shall count for seniority purposes as well. When this type of unpaid leave is less than
38 or equal to one (1) academic year, the time spent on the leave shall count for sabbatical
39 eligibility.
40

41 **Section 5. Extended Leaves of Absence.** Full-time employees who are eligible and apply for
42 extended leave under M.S. 136F.43, Subd. 2. (a full-time faculty member who has been
43 employed by the state college and/or Minnesota State Colleges and Universities Board of
44 Trustees for at least five (5) years and has at least ten (10) years of allowable service as defined
45 in M.S. 354.05 Subd.13.) may be granted a leave without pay of at least three (3) years, but no

more than five (5) years. An extended leave of absence pursuant to this section may be granted only once. Denials of such leaves shall not be arbitrary, unreasonable or discriminatory. Pursuant to M.S. 354.094, the state shall pay Employer contributions into the fund for each year for which a member who is on extended leave pays employee contributions into the fund. Such contribution shall be based on the schedule salary amount the faculty member received in the year immediately preceding the leave. In accordance with M.S. 136F.43, Subd. 5., the faculty member will be placed back on the salary schedule at the same column and step the faculty member was on at the time the leave was granted.

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

ARTICLE 16

SICK LEAVE LIQUIDATION AND FACULTY RETIREMENT PROVISIONS

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

Subd. 1. Eligibility.

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

Subd. 2. Benefits. The faculty member shall receive a sick leave liquidation payment in an amount equal to forty percent (40%) of the faculty member's accumulated but unused sick leave balance (not to exceed 112 days) plus twelve and one-half percent (12 ½%) of the faculty member's accumulated but unused sick leave bank times the faculty member's

1 regular daily rate of pay at the time of separation. If necessary, accumulated but unused bank
2 days shall be added to the sick leave balance to attain the one hundred and twelve (112) days
3 maximum. Faculty members who become eligible for sick leave liquidation pursuant to
4 Subd. 1. A., C., and D. above shall receive a lump sum payment during the pay period
5 immediately following their last pay period.
6

7 **Subd. 3. Reinstatement.** Should any faculty member who has received a sick leave
8 liquidation payment be subsequently reappointed to state service, eligibility for future a sick
9 leave liquidation payment shall be computed upon the difference between the amount of
10 accumulated but unused sick leave restored to the faculty member's credit at the time the
11 faculty member was reappointed and the amount of accumulated but unused sick leave at the
12 time of the faculty member's subsequent eligibility for a sick leave liquidation payment.
13 However, if the faculty member has bought back the total amount of sick leave previously
14 paid off as sick leave liquidation pay, eligibility for future sick leave liquidation pay shall be
15 computed upon the amount of accumulated but unused sick leave to the faculty member's
16 credit at the time of the faculty member's subsequent eligibility for a sick leave liquidation
17 payment.
18

19 **Subd. 4. Age at Separation.** A faculty member who retires at the end of the academic year
20 will be considered to have retired as of the following July 1 for purposes of a sick leave
21 liquidation payment.
22

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

24

25 **Subd. 1. Sunset Provision.** Faculty members hired after June 30, 1995, shall not be eligible
26 for this early retirement incentive.
27

28 **Subd. 2. Eligibility.** In addition to the provisions of Section 1., any faculty member who has
29 served at least fifteen (15) years in the MCCFA bargaining unit, and is at least fifty-five (55)
30 years of age shall be eligible for early separation. Individual applications for early retirement
31 incentive will only be granted where it can be shown that the specific application would
32 prevent a layoff, allow the recall of a laid off faculty member and/or would result in a cost
33 savings to the system.
34

35 **Subd. 3. Compensation.** An eligible faculty member who elects early separation through
36 resignation or early retirement shall receive compensation equal to base salary. An eligible
37 faculty member who elects such early separation shall receive compensation equal to base
38 salary minus twenty percent (20%) of base salary for each year beyond age sixty (60). The
39 faculty member shall receive the compensation in two (2) equal annual payments: the first
40 upon separation and the second in the following year or on other reasonable terms as
41 conveyed by the faculty member and accepted by the administration. In order for a faculty
42 member to be eligible for compensation under this section, the effective date of early
43 retirement must be before the date on which the faculty member turns age sixty-five (65).
44

1 **Subd. 4. Maintenance of Benefits.** In order for a faculty member to be eligible to receive
2 the health insurance benefits, under this section, the faculty member must be eligible for and
3 receive a benefit under Article 16, Section 2, Subd. 3. The separated faculty member shall
4 have the right to continue, at the Employer's expense, health insurance benefits for one (1)
5 year after separation. The parties agree that the faculty member's college shall make
6 payment(s) into the faculty member's health care savings plan (HCSP) as follows:

7
8 A. A payment in the amount equivalent to the employee and employers health insurance
9 contribution from the date of the faculty member's separation to December 31st in the
10 year of the separation. The payment will be made upon separation.

11 B. If necessary, a second payment to the faculty member's HCSP in the amount
12 equivalent to the employee and employer health insurance contribution from January
13 1st in the year following the faculty member's separation to the date that would equal
14 one (1) year of health insurance coverage. The payment shall be made during the
15 month of January in the year following the faculty member's separation.

16
17 **Subd. 5. Early Separation.** Persons choosing early separation shall have eligibility for
18 early retirement payments determined in accordance with appropriate statutes and
19 regulations.

20
21 **Subd. 6. EEOC Window.** An MSCF faculty member older than age sixty (60) when s/he
22 completes the applicable service requirement in Subd. 2. above will also be eligible to
23 receive the full benefit of the early retirement incentive in Subd. 3. above if s/he:

- 24
25 A. Applies within one hundred and eighty (180) days of meeting the service requirement,
26 and
27
28 B. Separates no later than one hundred and eighty (180) days following the date of
29 application for the benefit.

30
31 Any faculty member eligible under this subdivision who does not elect early retirement
32 during the window but chooses to apply later will be compensated in accordance with the
33 applicable early retirement incentive provision outlined above.

34
35 **Section 3. Enhanced Sick Leave Liquidation Pay (for Former UTCE Bargaining Unit**
36 **Members).**

37
38 **Subd. 1. Eligibility.** Faculty members hired prior to July 1, 1995, who have reached age
39 fifty-five (55) shall be eligible for enhanced sick leave liquidation pay under the following
40 provisions:

- 41
42 A. All eligible faculty members who have a total of fifteen (15) years of service shall be
43 granted enhanced sick leave liquidation pay upon permanent separation from state
44 service.

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

5
6 C. All eligible unlimited full-time and unlimited part-time faculty members who are laid off
7 from service in the technical colleges shall receive enhanced sick leave liquidation pay.

8
9 D. All eligible faculty members who retire from state service after ten (10) years of
10 continuous state service and who are immediately entitled at the time of retirement to
11 receive an annuity under a state retirement program shall, notwithstanding an election to
12 defer payment of the annuity, also receive enhanced sick leave liquidation pay.

13
14 **Subd. 2. Benefits.** The faculty member shall receive enhanced sick leave liquidation pay in
15 an amount equal to fifty percent (50%) of the faculty member's accumulated but unused sick
16 leave balance (not to exceed one hundred twelve (112) days) plus twelve and a half percent
17 (12 ½%) of the faculty member's accumulated but lapsed unused sick leave times the faculty
18 member's regular daily rate of pay at the time of separation. If necessary, accumulated but
19 unused bank days shall be added to the sick leave balance to attain one hundred twelve (112)
20 days maximum.

21
22 **Subd. 3. Payment of Benefits.** The faculty member shall receive the enhanced sick leave
23 payment in two (2) equal installments: the first upon separation and the second on the first
24 pay period following the one (1) year anniversary of the faculty member's date of separation.

25
26 **Subd. 4. Reinstatement.** Should any faculty member who has received basic or enhanced
27 sick leave liquidation pay be subsequently re-appointed to state service, eligibility for future
28 sick leave liquidation pay shall be computed upon the difference between the amount of
29 accumulated but unused sick leave restored to the faculty member's credit at the time the
30 faculty member was re-appointed and the amount of accumulated but unused sick leave at the
31 time of the faculty member's subsequent eligibility for basic or enhanced sick leave
32 liquidation pay. However, if the faculty member has bought back the total amount of sick
33 leave previously paid off as sick leave liquidation pay, eligibility for future sick leave
34 liquidation pay shall be computed upon the amount of accumulated but unused sick leave top
35 the faculty member's credit at the time of the faculty member's subsequent eligibility for sick
36 leave liquidation pay.

37 38 **Section 4. Retirement Incentive Grandparent Clause for Former UTCE Bargaining Unit** 39 **Members.**

40
41 **Subd. 1. Eligibility.** Unlimited faculty members who as of July 1, 1995, have served at
42 least ten (10) years in Minnesota Technical College(s) and/or in a K-12 district(s) which was
43 the Employer for a technical college, shall be eligible for the retirement incentive and
44 severance except for post age sixty-five (65) insurance. The aggregate from the above-
45 described Employers shall be considered as single eligibility for the purposes of this section

1 where no break in service occurred. This section shall include Farm Business Management
2 (FBM), Small Business Management (SBM), or any other instructor who became the
3 employee of a technical college when a program was transferred, or is transferred, to a
4 technical college from a K-12 district.

5
6 **Subd. 2. Choices.** Those faculty who have ten (10) years of service as defined above by
7 July 1, 1995, will have a choice at the time of retirement to choose the early retirement and
8 severance provisions of their member district 1993-1995 contract from which they
9 transferred to the state on July 1, 1995, or the enhanced severance pay as provided in Section
10 3. above. In no event, however, will a faculty member be allowed to receive Employer
11 provided health insurance beyond age sixty-five (65). The Employer contribution shall
12 continue at the Employer dollar contribution in effect on the date of retirement.

13
14 **Subd. 3. EEOC Window.** An MSCF faculty member older than age fifty-five (55), who
15 met the ten (10) year service requirement as defined in this Section by July 1, 1995 will also
16 be eligible to receive the full benefit of the applicable retirement incentive of the former
17 1993-95 technical college/school district contract if s/he:

18
19 A. Applies within one hundred and eighty (180) days of meeting the age and service
20 requirement, and

21
22 B. Separates no later than one hundred and eighty (180) days following the date of
23 application for the benefit.

24
25 Any faculty member eligible under this subdivision who does not elect early retirement
26 during the window but chooses to apply later will be compensated in accordance with the
27 applicable early retirement incentive provision outlined in this Section or in Section 3. above.

28
29 **Subd. 4. Payment of Benefits.** Faculty members shall receive compensation for the
30 benefits outlined in this section in three (3) equal payments: the first upon separation, the
31 second on or about the first anniversary of separation and the remainder the following year
32 not later than one day prior to the second anniversary of separation.

33
34 **Subd. 5. Portability of Article 16, Section 4 Retirement Benefits.** Faculty who meet the
35 eligibility requirements of Article 16, Section 4, Subd. 1 and who are subsequently laid off
36 and have claimed a vacancy or who subsequently voluntarily transfer to another MnSCU
37 college may have the right to continue the grandparented retirement benefits of the sending
38 or receiving college in accordance with the “portability of retirement benefits from college-
39 to-college” MOU dated January 26, 2005. (See Appendix F).

40
41 **Section 5. Supplemental Retirement.** The Employer shall make a contribution in an amount
42 equal to the deductions made from the faculty member’s salary. Deductions shall begin in the
43 faculty member’s third year of employment.

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

4
5 **Subd. 1. Amount of Deduction.** Pursuant to M.S. ~~136.80354C.11~~, ~~136.81354C.12~~ and
6 356.24, the Employer shall deduct from the salary of full-time faculty members a sum equal
7 to five percent (5%) of the annual salary paid after the first six thousand dollars (\$6,000.~~00~~)
8 up to a maximum of two thousand five hundred dollars (\$2,500.~~00~~) for all eligible faculty
9 members in the MSCF bargaining unit during the ~~2011-2012~~2013-2014 and ~~2012-2013~~2014-
10 ~~2015~~ academic years to be paid into the Minnesota State Colleges and Universities
11 Supplemental Retirement Account of the retirement fund.

12
13 **Subd. 2. New Hires.** Faculty members who become eligible for this benefit during the life
14 of this Contract shall receive the benefits in Subd. 1. above.

15 16 **Section 6. Phased Retirement Program.**

17
18 **Subd. 1. Eligibility.** Pursuant to M.S. 354.66, 354A.094 or 354B.31 unlimited full-time
19 faculty members who are fifty-five (55) years of age, and who have at least ten (10) FTE
20 years of service credit in Minnesota state colleges shall be granted, upon application a phased
21 retirement subject to the provisions below.

22
23 In order for the phased retirement program to be easily understood and administered, the
24 MSCF and the Employer are in agreement to the following provisions:

25
26 **Subd. 2. Application Procedure.** Faculty members who are eligible may request in writing
27 to take part in the phased retirement program. Such written request shall be submitted prior
28 to the end of fall semester in the academic year prior to the year the reduction is going to
29 start. The length of the phased retirement period and the faculty member's annual workload
30 shall be mutually agreed to by the faculty member and the college president, subject to the
31 limitations in Subd. 3. below. If the parties are unable to reach mutual agreement on the
32 faculty member's request, the request will be granted unless the college can demonstrate that
33 approving a portion or all of an individual's phased retirement proposal would pose a unique
34 and undue burden on the institution. Each application and any subsequent request for a
35 change will be considered on a case-by-case basis. The agreed upon arrangements shall be
36 made in writing between the faculty member and the college president. Faculty members
37 who are considering a sabbatical during phased retirement should include such intention in
38 the program application. A copy of the phased retirement agreement shall be forwarded to
39 the chancellor's designee and the MSCF.

40
41 **Subd. 3. Terms of Program.** The phased retirement agreement must meet the following
42 terms:

43
44 A. A length of time no less than one (1) year and no more than six (6) years.

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

2
3 The level of reduction and the length of time of phased retirement may change upon mutual
4 agreement of the faculty member and the college president. At the end of the phased
5 retirement period the faculty member must retire from the Minnesota State Colleges and
6 Universities system, unless circumstances give cause for the faculty member and the college
7 president to end the phased retirement program early and the faculty member returns to full-
8 time employment. Faculty members who are in a phased retirement program shall be
9 counted as full-time for the purpose of meeting the hiring practices requirements contained in
10 Article 20 of this Contract.

11
12 The calculation of workload shall be in credits for faculty who teach plus a percentage of
13 additional days beyond the student contact time required. An example of the application of
14 this provision would mean that a fifty percent (50%) phased retirement plan would require
15 that the faculty member teach fifty percent (50%) of the maximum load as outlined in Article
16 11 and be responsible for fifty percent (50%) of the administratively assigned duty days
17 regardless of the length of the semester.

18
19 **Subd. 4. Benefits.** The faculty member shall continue to receive insurance benefits and
20 payment toward Teacher's Retirement Account or IRAP as if working full-time. Any faculty
21 member contributions toward insurance premiums will continue to be deducted from the
22 faculty members paycheck. The faculty member shall be directly responsible for payment of
23 the faculty member's portion of TRA or IRAP. Faculty members who are on phased
24 retirement shall be treated as if they are regular full-time faculty when calculating early
25 retirement benefits and severance pay benefits.

26
27 A. Faculty members who are on phased retirement shall receive sick leave and personal
28 leave on a pro rata basis, i.e. if the phased retirement contract is for eighty percent
29 (80%), then the faculty member will be granted eight (8) days of sick leave and one
30 point six (1.6) personal leave days.

31
32 B. Faculty members are urged to select the twenty (20) pay option during the year prior
33 to phased retirement and continuing during the phased retirement program.

34
35 C. Overload restrictions shall be determined for a faculty member on phased retirement
36 based on the actual pay received during the fiscal year prior to the first year of a
37 phased retirement program.

38
39 D. Normal summer session rotation rights shall be maintained.

40
41 E. Faculty members shall maintain eligibility for a sabbatical and the benefits shall be
42 the same as for full-time faculty. Any remaining FTE needed to qualify during
43 phased retirement shall accrue on a pro rata basis. The return requirement shall also
44 be satisfied on a pro rata basis. The return requirement must be reachable in the plan
45 in order to be eligible for the sabbatical leave.

1
2 **Subd. 5. Limits on Access.** The number of faculty members at each college who will be
3 granted this option shall be limited to seven percent (7%) of the number of unlimited full-
4 time faculty at the college or one (1), whichever is greater. Except in single person
5 programs/departments, no more than fifty percent (50%) of the employees in a credential
6 field may access the phased retirement program. If more applications are received than the
7 seven percent (7%) limit or the fifty percent (50%) department limit, the approvals shall be
8 granted on a seniority basis, with the most senior applicants being granted first. In the event
9 the campus limit is reached, an applicant in excess may be granted the phased retirement
10 program if the president and the Employer agree to the request. The seven percent (7%) limit
11 will be established each year and shall not be cumulative. The actual numbers may change
12 based on the roster changes each year.
13

14 **Section 7. Health Care Savings Plan (HCSP).**

15
16 **Subd. 1. Eligibility.** All faculty members who have been employed with the Minnesota
17 State Colleges and Universities System or its predecessors for at least ten (10) years shall
18 participate in the Health Care Savings Plan (HCSP) in accordance with Subd. 2. below.
19

20 **Subd. 2. Methodology.** Sick leave liquidation/severance payments received on or after the
21 implementation date of this Contract shall be paid in cash if the payment is being made
22 because of the death or layoff of the faculty member, or if the gross amount of a payment to
23 be paid under this Article is less than one thousand dollars \$1,000.00. Fifty percent (50%) of
24 any other sick leave liquidation/severance payment made after the implementation of this
25 Contract shall be transferred to a Health Care Savings (HCSP) Account established under
26 Minnesota Statutes 352.98. With the remaining fifty percent (50%), faculty members may
27 work with the college human resources office to have this cash payout rolled directly into a
28 tax-deferred account of the faculty members' choosing.
29

30 Sick leave liquidation/severance payments for the purpose of this section shall mean the cash
31 payments provided for in Sections 1, 3, and 4 of this Article. Any provision contained in
32 Section 4 of this Article that relates to the health insurance premiums shall not be considered
33 as a severance payment.
34

35 **ARTICLE 17**

36 **PROFESSIONAL DEVELOPMENT**

37
38 **Section 1. College Level Funds.** Each college will allocate faculty development funds at the
39 rate of two hundred fifty dollars (\$250.00) per each full-time equivalent faculty position at the
40 college during the preceding academic year. The MSCF chapter shall determine an equitable
41 procedure for the distribution of faculty development funds.
42

43 These funds are to be used to support the professional development of the faculty, the
44 development needs of the academic departments or areas, and the planned instructional priorities

of the college. Funds provided by this section shall be used for financing expenses for faculty members only to attend conferences, workshops, take college courses and other activities off-campus, or for the provision of on-campus activities for staff development of the faculty. These funds may be used to reimburse the cost of travel, housing, meals, and registration associated with participation in professional conferences, workshops, and similar meetings or memberships.

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

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

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

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

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

Section 3. Sabbatical Backlog Fund. The parties agree to establish and maintain a sabbatical backlog fund in the amount of four hundred twenty thousand dollars (\$420,000.00). The purpose of this fund is to support additional sabbatical leaves beyond those generated by the formula at colleges with a significant backlog of eligible applicants. Each year, following the awarding of sabbatical leaves through the process set forth in Section 4., Subd. 1., colleges with two or more approved applicants who did not receive sabbatical leaves are eligible for these funds.

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

Each allocation of sixty thousand dollars (\$60,000.00) to a college shall cause the college to award one additional sabbatical.

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

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

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

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

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

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

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

- B. The faculty member has submitted a plan for a sabbatical leave that is designed to serve the purpose described above.
- C. The college president has certified that a replacement can be found. In individual cases where a replacement cannot be found, a faculty member determined to meet the other eligibility requirements in the year of request will not be denied a sabbatical leave in subsequent years based solely on this reason. This provision shall not be applicable to the faculty member after a sabbatical leave request is granted (unless the situation recurs after six (6) more years of service).

1
2 D. Funds to cover the cost of the sabbaticals are available. Except in situations of financial
3 exigency for the Minnesota state colleges, sabbatical leaves will not be denied for this
4 reason.
5

6 E. The number of sabbaticals approved for a college does not exceed ten percent (10%)
7 rounded up to the next whole number or one (1), whichever is greater, of the
8 unduplicated headcount of unlimited (including probationary) full-time faculty and the
9 total FTE of the minimum guarantees for unlimited part-time faculty on November 1 as
10 published in the seniority rosters for that year for the former MCCFA bargaining unit at
11 consolidated and community colleges.
12

13 The number of sabbaticals approved for a college does not exceed two and one-half
14 percent (2 ½%) rounded up to the next whole number or one (1), whichever is greater, of
15 the unduplicated headcount of unlimited (including probationary) full-time faculty and
16 the total FTE of the minimum guarantees for unlimited part-time faculty on November 1
17 as published in the seniority rosters for that year for the former UTCE bargaining unit at
18 consolidated and technical colleges.
19

20 At a consolidated college, the unused sabbaticals from either former unit may be used by
21 the other former unit.
22

23 **Subd. 2. Application Procedure.** Application for a sabbatical leave shall be submitted to
24 the college president or designee between October 24 and November 15 in the year preceding
25 the academic year during which the faculty member is planning to initiate the sabbatical.
26 The application must be delivered to the college president or designee by November 15 or
27 mailed by certified mail not later than November 15 to be considered. Notification of
28 approval or rejection will be provided by the college president or designee no later than
29 January 15.
30

31 If a faculty member desires to change the substance of the plan that was previously approved
32 by the college president or designee, the faculty member shall submit an amended plan to the
33 college president. If the president fails to approve the amended plan, the faculty member
34 may submit an alternative plan(s).
35

36 **Subd. 3. Selection of Applicants.** If the number of applicants in a given college exceeds
37 the number of sabbatical leaves generated by the calculation contained in Subd.1.E. above,
38 approval will be granted to those who have the greatest number of continuous years of
39 full-time equivalent service based on the date of employment or the date of return after the
40 last sabbatical leave, whichever is most recent. In the event of a tie, the sabbatical leave will
41 be awarded to the applicant with the greatest system wide seniority. Then, if a tie still exists,
42 the tie shall be broken by the flip of a coin. At the request of either party, the tie shall be
43 broken in the presence of an MSCF representative.
44

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

6
7 **Subd. 4. Additional Sabbatical Leaves.** If requested by a college president and agreed to
8 by the ~~Office of the Chancellor~~ System office and the MSCF, additional sabbatical leaves
9 may be approved. If a tie still exists, the tie shall be broken by a flip of the coin. At the
10 request of either party, the tie shall be broken in the presence of a MSCF representative.

11
12 **Subd. 5. Refusal of An Approved Sabbatical Leave.** When a sabbatical leave is granted
13 and the faculty member wishes to refuse it, the faculty member may make a written request
14 to the college president stating this fact. The college president shall submit this request along
15 with a recommendation to the Chancellor or designee for approval. If the Chancellor or
16 designee grants the request, the faculty member shall forfeit eligibility for a sabbatical leave
17 until such faculty member has served the equivalent of four (4) more full-time academic
18 years in the state colleges as a full-time or unlimited part-time faculty member without a
19 break in service unless the Chancellor or designee chooses to waive this requirement. The
20 determination of whether or not the four (4) year waiting period will apply shall be made at
21 the time the refusal is approved. Any semester interrupted by thirty (30) or more working
22 days of unpaid leave shall not count toward the four (4) year requirement. This total shall be
23 achieved prior to the commencement of the sabbatical leave.

24
25 **Subd. 6. Prior Service Time.** Time spent in the former UTCE and MCCFA bargaining
26 units shall be carried forward and included in the calculation of service eligibility for
27 sabbatical leaves in this Contract.

28
29 **Subd. 7. Sabbatical Return Requirements.** A faculty member who has taken a sabbatical
30 leave shall be required to return to her/his college for at least one (1) academic year of
31 service. If the faculty member refuses to do so, the faculty member will be required to repay
32 the salary that was paid by the Employer during the sabbatical leave unless the Chancellor or
33 designee chooses to waive this requirement because of special circumstances. The
34 repayment shall be completed no later than the beginning of the academic semester in which
35 the faculty member was expected to return.

36
37 Upon returning from the sabbatical leave, the faculty member shall submit a written
38 description of plan activities undertaken during the sabbatical leave.

39
40 **Subd. 8. Sabbatical Leave Benefits.** Sabbatical leaves may be granted for one (1) or two
41 (2) consecutive semesters in an academic year with full base salary for one (1) semester or
42 with two-thirds (2/3) of base salary for two semesters. The second sabbatical, if for a full-
43 year, will be at eighty percent (80%) base salary, and any subsequent sabbaticals, if for a full-
44 year, will be at ninety percent (90%) of base salary. The first sabbatical does not have to be a
45 full-year sabbatical to qualify for the eighty percent (80%) benefit during the second

sabbatical. The second sabbatical does not have to be a full-year sabbatical to qualify for the ninety percent (90%) benefit during the third sabbatical. In the case of unlimited part-time faculty "full base salary" shall be the average of the salary for the three (3) years prior to the sabbatical year. This calculation shall not affect the faculty members' minimum guarantee.

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

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

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

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

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

Subd. 2. Benefits. For internships that are assigned as part of the faculty member's regular duty days, the faculty member shall receive his or her regular pay and benefits. For internships that are not part of the faculty member's regular duty days, the faculty member shall receive a stipend of one hundred and fifty dollars (\$150.00) per day.

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

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

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

1
2 **ARTICLE 18**
3 **EXPENSE ALLOWANCES**
4

5 **Section 1. General.** The Employer may authorize travel at state expense. Such authorization
6 must be granted prior to the incurrence of the actual expenses.
7

8 **Section 2. Expense Reimbursement.** Faculty members shall be reimbursed for actual
9 expenses, which have been authorized by the Employer. Reimbursement allowances shall be in
10 accordance with the terms set forth in the Personnel Plan for MnSCU Administrators.
11

12 **ARTICLE 19**
13 **INSURANCE**
14

15 **Section 1. State Employee Group Insurance Program (SEGIP).** During the life of this
16 Agreement, the Employer agrees to offer a group insurance program that includes health, dental,
17 life, and disability coverage equivalent to existing coverage, subject to the provisions of this
18 Article.
19

20 All insurance eligible faculty members will be provided with a Summary Plan Description (SPD)
21 called "Your Employee Benefits." Such SPD shall be provided no less than biennially and prior
22 to the beginning of the insurance year. New insurance eligible faculty members shall receive a
23 SPD within thirty (30) days of their date of eligibility.
24

25 **Section 2. Eligibility for Group Participation.** This section describes eligibility to participate
26 in the group insurance program.
27

28 **Subd. 1. Faculty Members -- Basic Eligibility.** A faculty member may participate in the
29 group insurance program if he/she:
30

31 A. Holds a temporary full-time, an unlimited full-time or an unlimited part-time appointment
32 with annual guarantee of at least twelve (12) semester credits or its equivalent: or
33

34 B. Holds a temporary part-time appointment and meets the following conditions:
35

36 1. Initial qualification requires an appointment at one (1) institution totaling at least six
37 (6) credits per semester over two (2) consecutive academic year semesters. Such
38 eligibility starts at the beginning of the second semester.
39

40 2. Once qualified, the faculty member remains qualified for each semester in which
41 his/her appointment at one (1) institution equals at least six (6) credits.
42

- 1 3. When the faculty member's semester appointment drops below six (6) credits,
2 insurance eligibility will cancel for that semester, but will be reinstated when the
3 semester appointment at one (1) institution returns to at least six (6) credits.
4
5 4. Once a break in service (defined as no assignments for one (1) full academic year)
6 occurs (excluding summer session) initial qualification in Subd. 1.B.1. above must be
7 re-met.
8

9 **Subd. 2. Faculty Members -- Special Eligibility.** The following faculty members are also
10 eligible to participate in the group insurance program:
11

- 12 A. **Faculty members with a work related injury/disability.** A faculty member who was
13 off the state payroll due to a work related injury or work related disability may continue
14 to participate in the group insurance program as long as such a faculty member receives
15 workers' compensation payments or while the workers' compensation claim is pending.
16
17 B. **Totally disabled faculty members.** Consistent with M.S. 62A.148, certain totally
18 disabled faculty members may continue to participate in the group insurance program.
19
20
21 C. **Retired-Separated faculty members.** Pursuant to M.S. 43A.27, Subdivision 3a(1) A-a
22 faculty member who ~~retires-separates~~ from State service, ~~and who, at the time of~~
23 ~~separation has five (5) or more years of allowable pension service,~~ is not eligible for
24 regular (non-disability) Medicare coverage, ~~has five (5) or more years of allowable~~
25 ~~pension service,~~ and meets the age or length of service requirements of TRA or MSRS
26 [(thirty (30) years of service, no age limit; or fifty five (55) years of age, not less than
27 three (3) years of service; or Rule of Ninety (90)] and is entitled at the time of retirement
28 to immediately receive a retirement benefit under Minnesota Statute 354B or an annuity
29 under a retirement program, may continue to participate in the health and dental
30 coverages offered through the group insurance program. Pension service includes service
31 from K-12, Joint Vocational, or Intermediate Districts.
32
33 a. Consistent with M.S. 43A.27, Subd. 3a(2), a ~~retired-separated faculty member~~
34 ~~who receives a retirement benefit under Chapter 354B or an annuity under a state~~
35 ~~retirement program-~~ faculty member who separates from State service and who, at
36 the time of separation is at least fifty (50) years of age and has at least fifteen (15)
37 years of State service may continue to participate in the health and dental
38 coverage(s) offered through the group insurance program at his/her own expense.
39 A spouse of a deceased retired faculty member may continue health and dental
40 coverage(s) through the group insurance program provided the spouse was
41 dependent under the retired member's coverage at the time of the retiree's death
42 and continues to make the required premium payments. Retiree coverage must be
43 coordinated with Medicare.

- 1 D. **Summer Coverage - Unlimited Faculty.** A faculty member who submits a resignation
2 but has completed the academic year and is enrolled in the group insurance program
3 continues that eligibility and the Employer contribution through the summer. This
4 paragraph shall not apply to those faculty members who retire; however, faculty members
5 who elect early retirement continue to be provided with the provisions of Article 16,
6 Sections 2, 3 or 4. This paragraph does not change current practice relative to the
7 provisions of Article 16, Sections 2, 3 or 4, if eligible.
8
- 9 E. **Summer Coverage - Temporary Faculty.** A faculty member on a temporary
10 appointment who is eligible to participate in the group insurance program continues that
11 eligibility during the summer if notice has been received from the college president
12 (provost) or designee by May 31 of each year that the faculty member will be re-hired in
13 an insurance eligible position (at least six (6) credits or its equivalent) for the subsequent
14 fall term.
15
- 16 F. **Summer Coverage - Probationary Faculty.** A faculty member who is on a
17 probationary appointment who is eligible to participate in the group insurance program
18 continues that eligibility during the summer if the faculty member is either continuing on
19 at the college for another year or has been hired at another college by May 31 of each
20 year.
21
- 22 G. **Sabbatical Leave.** A faculty member eligible to participate in the group insurance
23 program immediately prior to taking a sabbatical leave continues that eligibility during
24 the sabbatical leave.
25
- 26 H. **Faculty Members on Layoff.** A faculty member who is eligible to participate in the
27 group insurance program immediately prior to being placed on layoff continues that
28 eligibility during the recall period.
29
- 30 I. **Faculty Members on Unpaid Leave of Absence.** A faculty member who is eligible to
31 participate in the group insurance program immediately prior to taking an unpaid leave of
32 absence continues that eligibility during the unpaid leave of absence at his/her own
33 expense.
34

35 **Subd. 3. Dependents.** Eligible dependents for the purposes of this Article are as follows:
36

- 37 A. **Spouse.** The spouse of an eligible faculty member (if legally married under Minnesota
38 law). For the purposes of health insurance coverage, if that spouse works full-time for an
39 organization employing more than one hundred (100) people and elects to receive either
40 credits or cash (1) in place of health insurance or health coverage or (2) in addition to a
41 health plan with a seven hundred and fifty dollar (\$750.00) or greater deductible through
42 his/her employing organization, he/she is not eligible to be a covered dependent for the
43 purposes of this Article. If both spouses work for the State or another organization
44 participating in the State's group insurance program, neither spouse may be covered as a

dependent by the other, unless one spouse is not eligible for a full Employer contribution as defined in Section 3, Subd. 1.

Effective January 1, 2015 if both spouses work for the State or another organization participating in the State's group insurance program, a spouse may be covered as a dependent by the other.

B. Children

- a. **Health and Dental Coverage:** A dependent child is an eligible ~~employee's~~ faculty member's child to age twenty-six (26).
- b. **Dependent Child:** A "dependent child" includes ~~an employee's~~ faculty member's (1) biological child, (2) child legally adopted by or placed for adoption with the employeefaculty member, (3) step-child, and (4) foster child who has been placed with the employeefaculty member by an authorized placement agency or by a judgment, decree, or other court order. For a step-child to be considered a dependent child, the employeefaculty member must be legally married to the child's legal parent or legal guardian. ~~An employee~~ faculty member (or the employeefaculty member's spouse or jointly) must have permanent, full and sole legal and physical custody of the foster child.
- c. **Coverage Under Only One Plan:** For purposes of (a) and (b) above, if the employeefaculty member's adult child (age 18 to 26) works for the State or another organization participating in the State's group insurance program, the child may not be covered as a dependent by the employeefaculty member unless the child is not eligible for a full Employer Contribution as defined in Section 3, Subd. 1.

Effective January 1, 2015 for purposes of (a) and (b) above, if the faculty member's adult child (age 18 to 26) works for the State or another organization participating in the State's group insurance program, the child may be covered as a dependent by the faculty member.

- A. **Grandchildren.** A dependent grandchild is an eligible employeefaculty member's unmarried dependent grandchild who:
- a. Is financially dependent upon the employeefaculty member for principal support and maintenance and has resided with the employeefaculty member continuously from birth, or
- b. Resides with the employeefaculty member and is dependent upon the employeefaculty member for principal support and maintenance and is the child of the employeefaculty member's unmarried child (the parent) to age nineteen (19).
- c. If a grandchild is legally adopted or placed in the legal custody of the grandparent, they are covered as a dependent child under Section 2, Subd. 3 (B)(2).

- 1 | B. **Disabled Child.** A disabled dependent child is an eligible ~~employee~~²faculty member's
2 | child or grandchild regardless of marital status, who was covered and then disabled prior
3 | to the limiting age or any other limiting term required for dependent coverage and who
4 | continues to be incapable of self-sustaining employment by reason of developmental
5 | disability, mental illness or disorder, or physical disability, and is chiefly dependent upon
6 | the ~~employee~~faculty member for support and maintenance, provided proof of such
7 | incapacity and dependency must be furnished to the health carrier by the ~~employee~~
8 | faculty member or enrollee within thirty one (31) days of the child's attainment of the
9 | limiting age or any other limiting term required for dependent coverage. The disabled
10 | dependent is eligible to continue coverage as long as s/he continues to be disabled and
11 | dependent, unless coverage terminates under the contract.
12 |
13 | C. **Qualified Medical Child Support Order.** A child who would otherwise meet the
14 | eligibility requirements and is required to be covered by a Qualified Medical Child
15 | Support Order (QMCSO) is considered an eligible dependent.
16 |
17 | D. **Child Coverage Limited to Coverage Under One ~~Employee~~Faculty member.** If both
18 | spouses work for the State or another organization participating in the State's group
19 | insurance program, either spouse, but not both, may cover the eligible dependent children
20 | or grandchildren. This restriction also applies to two divorced, legally separated, or
21 | unmarried ~~employees~~faculty members who share legal responsibility for their eligible
22 | dependent children or grandchildren.
23 |

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

- 30 | A. termination of employment (except for gross misconduct);
31 |
32 | B. layoff;
33 |
34 | C. reduction of hours to an ineligible status;
35 |
36 | D. dependent child becoming ineligible due to change in age, student status, marital status,
37 | or financial support (in the case of a foster child or stepchild);
38 |
39 | E. death of faculty member;
40 |
41 | F. divorce, legal separation; or
42 |
43 | G. a covered faculty member's entitlement to or enrollment in Medicare.
44 |

1 **Section 3. Eligibility for Employer Contribution.** This section describes eligibility for
2 Employer contribution toward the cost of coverage.
3

4 **Subd. 1. Full Employer Contribution.** Faculty members shall be eligible to receive the
5 full Employer contribution for health, dental and basic life coverage(s) in accordance with
6 the following:
7

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

13 B. **Temporary Part-time Faculty.**
14

- 15 1. When a temporary part-time faculty member is assigned to twelve (12) or more
16 credits or credit equivalents in fall semester then the faculty member shall receive the
17 full Employer contribution for that semester.
18
- 19 2. When a temporary part-time faculty member is assigned for twelve (12) or more
20 credits or credit equivalents in spring semester then the faculty member shall receive
21 the full Employer contribution for that semester.
22
- 23 3. If a temporary part-time faculty member is eligible for insurance coverage during the
24 summer, the level of the Employer contribution (full or partial) shall be the same as
25 the temporary part-time faculty member received during the immediately preceding
26 spring semester. However, if the aggregate number of credits assigned to the
27 temporary part-time faculty member for the academic year (fall and spring semesters)
28 is twenty-four (24) or more the faculty member shall receive the full Employer
29 contribution for insurance during the summer regardless of the level received during
30 the immediately preceding spring semester.
31

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

39 A. **Unlimited Faculty.**
40

- 41 1. Unlimited faculty members covered by this Contract and whose total appointments
42 are at least six (6) credits per semester but less than seventy-five percent (75%) of the
43 full-time work assignment load for the academic year.
44

45 B. **Temporary Part-time Faculty.**

- 1
- 2 1. When a temporary part-time faculty member is assigned to at least six (6) credits but
- 3 less than twelve (12) credits or credit equivalents in fall semester then the faculty
- 4 member shall receive the partial Employer contribution for that semester.
- 5
- 6 2. When a temporary part-time faculty member is assigned to at least six (6) credits but
- 7 less than twelve (12) credits or credit equivalents in spring semester then the faculty
- 8 member shall receive the partial Employer contribution for that semester.
- 9

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

11

12 **A. Faculty Members on Layoff.**

13

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

32 **A. Work Related Injury/Disability.** A faculty member who receives an Employer

33 contribution and who is off the state payroll due to a work related injury or a work related

34 disability remains eligible as long as such a faculty member receives workers'

35 compensation payments. If such faculty member ceases to receive workers'

36 compensation payments for the injury or disability and is granted a disability leave under

37 Article 15, Section 4 he/she shall be eligible during that leave.

38

39 **B. Summer Coverage - Unlimited Faculty.** A faculty member who submits a resignation

40 but has completed the academic year and is enrolled in the group insurance program

41 continues that eligibility through the summer. This paragraph shall not apply to those

42 faculty members who retire; however, faculty members who elect early retirement

43 continue to be provided with the provisions of Article 16, Sections 2, 3 or 4. This

44 paragraph does not change current practice relative to the provisions of Article 16,

45 Sections 2, 3 or 4, if eligible.

1
2 **C. Summer Coverage - Temporary Faculty.** A faculty member on a temporary
3 appointment who is eligible for an Employer contribution continues to receive the
4 Employer contribution during the summer if notice has been received from the college
5 president (provost) or designee by May 31st of each year that the faculty member will be
6 re-hired in an insurance eligible position (at least six (6) credits or its equivalent) for the
7 subsequent fall term.
8

9 **D. Summer Coverage - Probationary Faculty.** A faculty member who is on a
10 probationary appointment who is eligible for an Employer contribution continues to
11 receive the Employer contribution during the summer if the faculty member is either
12 continuing on at the college for another year or has been hired at another college by May
13 31st of each year.
14

15 **E. Sabbatical Leave.** A faculty member eligible for an Employer contribution immediately
16 prior to taking a sabbatical leave continues to receive the Employer contribution during
17 the sabbatical leave.
18

19 **Subd. 4. Maintaining Eligibility for Employer Contribution.**
20

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

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

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

42 **D. FMLA Leave.** A faculty member who is on an approved FMLA leave maintains
43 eligibility for an Employer contribution.
44

Section 4. Amount of Employer Contribution. For faculty members eligible for an Employer contribution as described in Section 3, the amount of the Employer contribution will be determined as follows beginning on January 1, ~~2012~~2014. The Employer contribution amounts and rules in effect on June 30, ~~2011-2013~~ will continue through December 31, ~~2011~~2013.

Subd. 1. Contribution Formula -- Health Coverage.

A. **Faculty Member Coverage.** ~~For the plan year beginning January 1, 2014, For~~ for faculty member health coverage, the Employer contributes an amount equal to one hundred percent (100%) of the actual faculty member premium of the Minnesota Advantage Health Plan (Advantage). ~~Beginning on January 1, 2015, for faculty member health coverage, the Employer contributes an amount equal to ninety-five percent (95%) of the faculty member-only premium of the Minnesota Advantage Health Plan (Advantage).~~

B. **Dependent Coverage.** For dependent health coverage for the ~~2012-2014~~ and ~~2013-2015~~ plan years, the Employer contributes an amount equal to eighty-five percent (85%) of the dependent premium of the Minnesota Advantage Health Plan (Advantage).

Subd. 2. Contribution Formula -- Dental Coverage.

A. **Faculty Member Coverage.** For faculty member dental coverage, the Employer contributes an amount equal to the lesser of ninety percent (90%) of the faculty member premium of the State Dental Plan, or the actual faculty member premium of the dental plan chosen by the faculty member. However, for calendar years beginning January 1, ~~2012~~2014, and January 1, ~~2013~~2015, the minimum faculty member contribution shall be five dollars (\$5.00) per month.

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

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

Section 5. Coverage Changes and Effective Dates.

Subd. 1. When Coverage May Be Chosen.

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

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

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

43 C. **Canceling Dependent Coverage During Open Enrollment.** In addition to the above
44 situations, dependent health or dependent dental coverage may also be cancelled for any
45 reason during the open enrollment period that applies to each type of plan (as long as

1 allowed under the applicable provisions, regulations and rules of the federal and state law
2 in effect at the beginning of the plan year).

3
4 D. **C canceling Faculty Member Coverage.** A part-time faculty member may also cancel
5 faculty member coverage within sixty (60) days of when one of the life events set forth
6 above occurs.

7
8 E. **Effective Date of Benefit Termination.** Medical, dental and life coverage termination
9 will take effect on the first of the month following the loss of eligible faculty member or
10 dependent status. Disability benefit coverage terminations will take effect on the day
11 following loss of eligible faculty member status.

12
13 **Subd. 3. Effective Date of Coverage.**

14
15 A. **Initial Effective Date.** The initial effective date of coverage under the Group Insurance
16 Program is the thirty-fifth (35th) day following the faculty member's first day of
17 employment, re-hire, or reinstatement with the State. The initial effective date of
18 coverage for a faculty member whose eligibility has changed is the date of the change. A
19 faculty member must be actively at work on the initial effective date of coverage, except
20 that a faculty member who is on paid leave on the date State-paid life insurance benefits
21 increase is also entitled to the increased life insurance coverage. In no event shall a
22 faculty member's dependent's coverage become effective before the faculty member's
23 coverage.

24
25 If a faculty member is not actively at work due to faculty member or dependent health
26 status or medical disability, medical and dental coverage will still take effect. (Life and
27 disability coverage will be delayed until the faculty member returns to work.)

28
29 B. **Delay in Coverage Effective Date.**

- 30
31 1. **Basic Life.** If a faculty member is not actively at work on the initial effective date of
32 coverage, coverage will be effective on the first day of the faculty member's return to
33 work. The effective date of a change in coverage is not delayed in the event that, on
34 the date the coverage change would be effective, a faculty member is on an unpaid
35 leave of absence or layoff.
- 36
37 2. **Medical and Dental.** If a faculty member is not actively at work on the initial
38 effective date of coverage due to a reason other than hospitalization or medical
39 disability of the faculty member or dependent, medical and dental coverage will be
40 effective on the first day of the faculty member's return to work.

41
42 The effective date of a change in coverage is not delayed in the event that, on the date
43 the coverage change would be effective, a faculty member is on an unpaid leave of
44 absence or layoff.

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

7 **Subd. 4. Open Enrollment.**
8

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

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

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

41 **Subd. 1. Minnesota Advantage Health Plan (Advantage).** The health coverage portion of
42 the State Employee Group Insurance Program is provided through the Minnesota Advantage
43 Health Plan (Advantage), a self-insured health plan offering four (4) Benefit Level options.
44 Provider networks and claim administration are provided by multiple plan administrators.
45 Coverage offered through Advantage is determined by Section 6, Subd. 2.

Subd. 2. Coverage Under the Minnesota Advantage Health Plan. From July 1, ~~2011~~~~2013~~, through December 31, ~~2012~~~~2013~~, health coverage under the SEGIP will continue at the level in effect on June 30, ~~2011~~~~2013~~. Effective January 1, ~~2013~~~~2014~~, Advantage will cover eligible services subject to the co-payments, deductibles and coinsurance coverage limits stated. Services provided through Advantage are subject to the managed care procedures and principles, including standards of medical necessity and appropriate practice, of the plan administrators. Coverage details are provided in the Advantage Summary of Benefits.

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

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

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

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

4. **Advantage Benefit Chart for Services Incurred During Plan Year ~~2012-2014~~ and ~~2013~~~~2015~~.**

2012-Benefit-Provision	Benefit-Level	Benefit-Level	Benefit-Level	Benefit-Level
	1	2	3	4
	The member pays:	The member pays:	The member pays:	The member pays
Deductible for all services except — drugs — and				

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
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) \$85 \$55 --Per outpatient Surgery		\$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 Out-of-pocket limit (S/F)	\$1,100/\$2,200	\$1,100/\$2,200	\$1,100/\$2,200	\$1,100/\$2,200

2013 2014-2015	Benefit Level 1	Benefit Level 2	Benefit Level 3	Benefit Level 4
Benefit Provision	The member pays:	The member pays:	The member pays:	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	\$18 \$23	\$23 \$28	\$36 \$41	\$55 \$60
<u>In-Network</u> Convenience Clinics <u>and Online Care</u> (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
Coinurance for MRI/CT scan services	5%	10%	20%	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinurance 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
Coinurance 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

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

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

14 D. **Services not requiring authorization by a primary care physician within the**
15 **primary care.**
16

17 1. **Eye Exams.** Limited to one (1) routine examination per year for which no copay
18 applies.
19

20 2. **Outpatient emergency and urgicenter services within the service area.** The
21 emergency room co-pay applies to all outpatient emergency visits that do not result in
22 hospital admission within twenty-four (24) hours. The urgicenter co-pay is the same
23 as the primary care clinic office visit co-pay.
24

25 3. **Emergency and urgently needed care outside the service area.** Professional
26 services of a physician, emergency room treatment, and inpatient hospital services are
27 covered at eighty percent (80%) of the first two thousand dollars (\$2,000.00) of the
28 charges incurred per insurance year, and one-hundred percent (100%) thereafter. The
29 maximum eligible out-of-pocket expense per individual per year for this benefit is
30 four hundred dollars (\$400.00). This benefit is not available when the member's
31 condition permits him or her to receive care within the network of the plan in which
32 the individual is enrolled.
33

34 4. **Ambulance.** The deductible and coinsurance for services not subject to copays
35 applies.
36

37 E. **Prescription drugs.**
38

39 1. **Co-payments and annual out-of-pocket maximums.**
40

41 ~~For the first year of the Contract:~~

- 42
43 ~~• **Tier 1 co-payment:** Ten dollar (\$10) co-payment per prescription or refill for a~~
44 ~~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 first and second year of the Contract:

- **Tier 1 co-payment:** Twelve dollar (\$12.00) co-payment per prescription or refill for a Tier 1 drug dispensed in a thirty day (30) supply.
 - **Tier 2 co-payment:** Eighteen dollar (\$18.00) 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 (\$38.00) 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 (\$800.00) per person or one thousand six hundred dollars (\$1,600.00) 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.
5. **Special Coverage for Nicotine Replacement Therapies.** There will be no co-payment for formulary nicotine replacement therapies for employees and dependents who take the Health Assessment, opt-in for coaching, and are engaged in a plan-sponsored smoking cessation program as documented by the health coach.

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

1. Mental health services – inpatient or outpatient.
2. Chemical dependency services – inpatient and outpatient.
3. Chiropractic services.
4. Transplant coverage.
5. Cardiac services.
6. Home infusion therapy.
7. Hospice.

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

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

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

1. **Deductible.** There is a three hundred fifty dollar (\$350.00) annual deductible per person, with a maximum deductible per family per year of seven hundred dollars (\$700.00).

2. **Coinsurance.** After the deductible is satisfied, seventy percent (70%) coverage up to the plan out-of-pocket maximum designated below.

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

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

In the first and second year of the Contract, coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of one thousand one hundred dollars (\$1,100.00) per person or two thousand two hundred dollars (\$2,200.00) per family for members whose primary care clinic is in Cost Level 1 or Cost Level 2; one thousand five hundred dollars (\$1,500.00) per person or three thousand dollars (\$3,000.00) per family for members whose primary care clinic is in Cost Level 3; and two thousand five hundred dollars (\$2,500.00) per person or five thousand dollars (\$5,000.00) per family for members whose primary care clinic is in Cost Level 4.

K. **In-Network Convenience Clinics and Online Care.** Services received at in-network convenience clinics and online care are subject to a ten dollar (\$10.00) co-payment in each year of the Contract. First dollar deductibles are waived for convenience clinic and online care visits. (Note that prescriptions received as a result of a visit are subject to the drug co-payment and out-of-pocket maximums described above.)

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

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

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

C. Absent agreement on a neutral expert, the parties shall select an arbitrator from a list of five (5) arbitrators supplied by the Bureau of Mediation Services. The parties shall flip a

1 coin to determine who strikes first. One-half (1/2) of the fees and expenses of the neutral
2 shall be paid by the Employer and one-half (1/2) by the Exclusive Representatives. The
3 parties shall select a neutral within five (5) working days after no agreement is reached,
4 and a hearing shall be held within fourteen (14) working days of the selection of the
5 neutral.
6

7 D. The decision of the neutral shall be issued within two (2) working days after the hearing.
8

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

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

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

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

36 C. **Health plan specification.** The Employer will require health plans participating in the
37 group insurance program to develop and implement health promotion and health
38 education programs for State faculty members and their dependents.
39

40 D. **Faculty member participation.** The Employer will assist faculty members' participation
41 in health promotion and health education programs. Health promotion and health
42 education programs that have been endorsed by the Employer (Minnesota Management
43 & Budget) will be considered to be non-assigned job-related training pursuant to
44 Administrative Procedure 21. Approval for this training is at the discretion of the
45 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 Post-Retirement Health Care Benefit.** ~~Employees~~ Faculty members who ~~retire-separate~~ on or after January 1, 2008, ~~from State service and who, at the time of separation are insurance eligible to either a) an annuity under a State retirement program, or b) receive a retirement benefit under Minn. Stat. § 354B~~ shall be entitled to a contribution of two hundred fifty dollars (\$250.00) 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.~~ Faculty members who have a HCSP waiver on file shall receive a two hundred fifty dollar (\$250.00) cash payment. ~~An employee~~ A faculty member 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 (\$250.00) contribution to the MSRS Health Care Savings Plan. ~~Employees~~ Faculty members 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 (\$50,000.00) 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 (\$50,000.00) 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	Group	Life	Accidental Death
Annual Base Salary		Insurance Coverage	and Dismemberment	Principal Sum

\$ 0 - \$20,000	\$30,000	\$30,000
\$20,001 - \$30,000	\$40,000	\$40,000
\$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, ~~2012~~2014, 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
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 (\$50.00) per person and one hundred fifty dollars (\$150.00) per family applies to State Dental Plan non-preventive services received from in-network providers. An annual deductible of one hundred twenty-five dollars (\$125.00) 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 five hundred dollar (~~\$1,000~~1,500.00) 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 (\$2,400.00) 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 (\$500,000.00) 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 (\$500,000.00) 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 (\$5,000.00) or ten thousand dollars (\$10,000.00) 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 (\$5,000.00) or ten thousand dollars (\$10,000.00) in optional spouse coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Article.

1
2 C. **Children/Grandchildren.** A faculty member may purchase life insurance in the amount
3 of ten thousand dollars (\$10,000.00) as a package for all eligible children/grandchildren
4 (as defined in Section 2, Subd.3 of this Article). For a new faculty member
5 child/grandchild coverage requires evidence of insurability if application is made after
6 the initial effective date of coverage as defined in this Article, Section 5, Subd. 3. A
7 faculty member who becomes eligible for insurance may purchase child/grandchild
8 coverage without evidence of insurability if application is made within thirty (30) days of
9 the initial effective date as defined in this Article. Child/grandchild coverage commences
10 fourteen (14) calendar days after birth.

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

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

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

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

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

1
2 **Subd. 2. Disability Coverage.**
3

4 A. **Short-term Disability Coverage.** A faculty member may purchase short-term disability
5 coverage that provides benefits of from three hundred dollars (\$300.00) to five thousand
6 dollars (\$5,000.00) per month, up to two-thirds (2/3) of a faculty member's salary, for up
7 to one hundred eighty (180) days during total disability due to a non-occupational
8 accident or a non-occupational sickness. Benefits are paid from the first day of a
9 disabling injury or from the eighth day of a disabling sickness. For a new faculty
10 member coverage applied for the initial effective date of coverage as defined in Section
11 5, Subd. 3. of this Article does not require evidence of insurability. For a faculty member
12 who becomes eligible for insurance, coverage applied for within thirty (30) days of the
13 initial effective date does not require evidence of insurability.
14

15 B. **Long-term Disability Coverage.** New faculty members may enroll in long-term
16 disability insurance by their initial effective date of coverage. Faculty members who
17 become eligible for insurance may enroll in long-term disability insurance within thirty
18 (30) days of their initial effective date as defined in this Article, Section 5, Subd 3. The
19 terms are the same as for faculty members who wish to add/increase coverage during the
20 annual open enrollment. During open enrollment only, a faculty member may purchase
21 long-term disability coverage that provides benefits of from three hundred dollars
22 (\$300.00) to seven thousand dollars (\$7,000.00) per month, based on the faculty
23 member's salary, commencing on the 181st calendar day of total disability, and not
24 subject to evidence of insurability but with a limited term pre-existing condition
25 exclusion. Faculty members should be aware that other wage replacement benefits, as
26 described in the certificate of coverage (i.e., Social Security Disability, Minnesota State
27 Retirement Disability, etc.), may result in a reduction of the monthly benefit levels
28 purchased. In any event, the minimum is the greater of three hundred dollars (\$300.00)
29 or fifteen (15) percent of the amount purchased. The minimum benefit will not be
30 reduced by any other wage replacement benefit. In the event that the faculty member
31 becomes totally disabled before age seventy (70), the premiums on this benefit shall be
32 waived. When an eligible faculty member has elected to take the state's long term
33 disability, the faculty member shall pay the entire premium via payroll deduction.
34

35 C. **Accidental Death and Dismemberment Coverage.** A faculty member may purchase
36 accidental death and dismemberment coverage that provides principal sum benefits in
37 amounts ranging from five thousand dollars (\$5,000.00) to one hundred thousand dollars
38 (\$100,000.00). Payment is made only for accidental bodily injury or death and may vary,
39 depending upon the extent of dismemberment. A faculty member may also purchase
40 from five thousand dollars (\$5,000.00) to twenty-five thousand dollars (\$25,000.00) in
41 coverage for his/her spouse, but not in excess of the amount carried by the faculty
42 member.
43

44 D. **Continuation of Optional Coverage During Unpaid Leave or Layoff.** A faculty
45 member who takes an unpaid leave of absence or who is laid off may discontinue

premium payments on optional policies during the period of leave or layoff. If the faculty member returns within one (1) year, the faculty member shall be permitted to pick up all optional coverage held prior to the leave or layoff. For purposes of reinstating such optional coverage, the following limitations shall be applicable.

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

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

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

ARTICLE 20

APPOINTMENTS AND CREDENTIAL FIELDS

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

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

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

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

No faculty member shall serve more than one (1) probationary period in the MSCF bargaining unit except when the faculty member has separated for more than five (5) years. An unlimited full-time faculty member who is rehired into an unlimited position after being separated for more than five (5) years may be required to serve a one (1) year probationary period upon rehire. Time spent on layoff or recall shall not count as being separated.

Subd. 1. Probationary Status. A faculty member must complete three (3) years (six (6) semesters) of probationary status before becoming an unlimited full-time faculty member. A probationary appointment means that the individual holding such status is being evaluated for purposes of determining whether or not unlimited status will be granted. A probationary faculty member who successfully completes the probationary appointment period shall become an unlimited full-time faculty member.

Subd. 2. Non-Renewal. Probationary faculty members who are non-renewed shall be notified of the non-renewal by certified mail no later than one (1) month prior to the end of the sixth (6th) probationary semester.

There shall be no employment rights for layoff or recall for probationary faculty members. The non-renewal of a probationary faculty member is not subject to the grievance procedures, outlined in Article 27.

Subd. 3. Unlimited Special. If it is to the mutual advantage of the faculty member and the college, an unlimited full-time faculty member's load may be reduced to a load between fifty percent (50%) and eighty percent (80%) of a full-time load for a semester, two (2) semesters or one (1) or more academic years. For purposes of this provision, a full-time load shall be defined in accordance with the workload provisions of this Contract. Such reduction must have the agreement of the faculty member and the college president. Written notification of the agreement must be submitted to the system office and the MSCF. The agreement relative to the reduction and the conditions under which the faculty member may or must return to full-time status shall be stated in writing at the time of the agreed reduction. Such unlimited special faculty member shall have each year of service count as a full year for purposes of seniority, step movement, and sabbatical leave. Other fringe benefits shall accrue to such faculty member in accordance with the Contract provisions in effect at the time. Faculty members who are eligible under M.S. 354.66, 354A.094 or 354B.31 part-time teacher programs may elect to participate if participation is at no additional cost to the Employer. A

work assignment load reduction under this provision shall not be construed as a leave of absence under Article 15.

Section 3. Unlimited Part-time. An unlimited part-time faculty member is defined as a faculty member with a part-time assignment between forty percent (40%) and eighty percent (80%) for an academic year that carries the assumption that such employment will continue on a part-time basis in subsequent years. To qualify for unlimited part-time status, the faculty member must meet minimum qualifications for the credential field and successfully complete the probationary period. All unlimited part-time positions must be posted with an approved credential field.

No faculty member shall serve more than one (1) probationary period in the MSCF bargaining unit except when the faculty member has separated for more than five (5) years. An unlimited part-time faculty member who is rehired into an unlimited position after being separated for more than five (5) years may be required to serve a one (1) year probationary period upon rehire. Time spent on layoff or recall shall not count as being separated.

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

An unlimited part-time faculty member holding appointments at more than one state college who has conflicting work schedules must select which college's assignment s/he will meet and must resign the appointment from the other college if alternative arrangements which are acceptable to the college administration cannot be implemented. Unlimited part-time faculty who decline assignments as part of the minimum guaranteed percentage appointment or who refuse unlimited full-time positions that are offered at their college shall lose their unlimited part-time status.

Subd. 2. Probationary Status. A faculty member must complete six (6) semesters of probationary status before becoming an unlimited part-time faculty member. A probationary appointment means that the individual holding such status is being evaluated for purposes of determining whether or not unlimited status will be granted. A probationary faculty member who successfully completes the probationary appointment shall become an unlimited part-time faculty member.

Subd 3. Non-Renewal. Probationary faculty members who are non-renewed shall be notified of the non-renewal by certified mail no later than one (1) month prior to the end of the sixth (6th) probationary semester.

1 There shall be no employment rights for layoff or recall for probationary faculty members.
2 The non-renewal of a probationary faculty is not subject to the grievance procedures,
3 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~~Part-time to Unlimited ~~Full~~**
15 **TimeFull-time.** Unlimited part-time faculty whose actual assignments exceed eighty percent
16 (80%) for two (2) consecutive academic years shall be converted to unlimited full-time status
17 at their college if there are no eligible unlimited full-time faculty members on layoff who
18 claim the position. Assignments for replacement of other faculty on sabbatical leave or
19 assignments paid from soft money will not qualify as actual assignments for purposes of
20 automatic conversion to unlimited full-time. Such assignments shall be identified at the time
21 the 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-grant funded temporary
41 full-time appointment for six (6) consecutive years at a college requests unlimited status, he/she
42 shall be granted such status.
43

Section 5. Temporary Part-time. A temporary part-time faculty member is defined as a faculty member with a part-time assignment of five (5) or more credits in a semester or a summer session. Such employment terminates at the end of the stated appointment period except as provided in Article 25 of this Contract. Temporary part-time faculty members will be hired in accordance with MnSCU policies and procedures.

Subd. 1. Overload Assignments for Temporary Part-time. A temporary part-time faculty member shall not be assigned overload unless the assignment is made in an emergency situation.

Subd. 2. Full-time Assignment of Temporary Part-time Faculty. A temporary part-time faculty member shall not be assigned a full load (30 or 32 credits as appropriate) at the same college unless s/he meets the minimum qualifications for the credential field(s). If a temporary part-time faculty member is assigned a full load, the faculty member shall be converted to temporary full-time in accordance with the following:

- A. The conversion shall be made without the position being posted.
- B. The conversion shall occur when the faculty member begins working either the 30th or 32nd credit.
- C. The conversion shall not be retroactive for the purposes of insurance eligibility or sabbatical leave eligibility.

Subd. 3. Changing Converted Temporary Full-time to Unlimited Full-time. If a temporary part-time faculty member is converted to temporary full-time for six consecutive years at the same college, the faculty member shall be changed to unlimited full-time effective the next fall semester.

Section 6. Adjunct Faculty Member. An adjunct faculty member is defined as a faculty member with a part-time assignment of fewer than five (5) credits for a semester or a summer session. Such employment terminates at the end of the stated appointment period except as provided in Article 25 of this Contract.

Section 7. Hiring Practices. The Employer will insure that the system employs no less than seventy percent (70%) of the total FTE MSCF bargaining unit ten (10) faculty as unlimited full-time faculty headcount FTE plus unlimited part-time faculty minimum guarantee FTE that each state college employs no less than sixty percent (60%) of the total FTE MSCF bargaining unit ten (10) faculty as unlimited full-time faculty headcount FTE plus unlimited part-time faculty minimum guarantee FTE as calculated below.

Subd. 1. Calculation of UFT Positions Needed. The basis for calculating the number of unlimited full-time faculty positions required at each college will be as follows:

- A. No later than February 15 of each year, the Employer shall provide the MSCF with a

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 B. 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, Sections 4 and 7,
11 respectively, shall not be included in this calculation.
12

13 C. 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 D. 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. No later than
25 March 15 of each year, the system office and the MSCF shall jointly produce an analysis of
26 the unlimited full-time headcount FTE plus unlimited part-time minimum guarantee FTE of
27 MSCF faculty employed at each technical college, community college and consolidated
28 community college for the current academic year. The analysis will examine each college.
29 Customized Training faculty members as defined in Article 28 shall not be included in this
30 analysis.
31

32 A. Faculty who have been terminated for cause or have been non-renewed as of
33 February 15 shall be subtracted from the total. Any faculty member who is on an
34 unpaid leave of absence to serve as a MnSCU administrator for more than three (3)
35 years shall also be subtracted from the total.
36

37 B. The difference between the number of unlimited full-time headcount FTE plus part-
38 time unlimited minimum guarantee FTE faculty currently employed at each college
39 as of February 15 and respective of deletions indicated above and the number needed
40 to insure seventy percent (70%) and sixty percent (60%) as established in Subd. 1,
41 paragraphs A and B above shall be the minimum number posted and hired. The
42 posting of the required number of unlimited full-time positions needed to be in
43 compliance with the hiring practices above shall occur no later than March 31, to
44 allow for filling at the start of the next academic year. It is the intent of this section to
45 provide compliance by the beginning of the next academic year. The system office

1 and the MSCF will meet no later than May 1 to assure that the number of positions
2 posted will 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 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.**
15

16 **Subd. 1. Establishing A Credential Field.** The credential field of instructors, counselors,
17 or librarians shall be the field for which the faculty member was hired as approved by the
18 college president. This credential field must correspond to the majority of the assignments
19 held. Upon initial hiring a written notice of the credential field shall be sent to the faculty
20 member and MSCF and a written notice of any change in credential field shall be sent to the
21 faculty member and MSCF. A student activity assignment shall not be considered an
22 assigned field. The faculty member shall file official copies of required transcripts to comply
23 with the credentialing process in accordance with Board Policy 3.32. College Faculty
24 Credentialing. The evaluation of those credentials shall be provided to the faculty member
25 and to the MSCF.
26

27 An additional credential field(s) shall be added, by the college president, under the following
28 provisions:
29

30 A. **Designation of a Credential Field(s) Upon Initial Hire.** As part of the original
31 credential field when the assignment is verified by the college to include at least six (6)
32 credits per semester for two (2) semesters within the first two (2) academic years, the
33 college president verifies that the assignment will continue, and the faculty member
34 meets the system established minimum qualifications for the credential field.
35

36 B. **Adding an Assigned Field(s) Subsequent to Unlimited Status.** Adding an additional
37 assigned field occurs when an unlimited full-time or unlimited part-time faculty member
38 has completed assignments of at least four (4) credits per semester in the requested
39 assigned field, for two (2) semesters within two (2) consecutive academic years, the
40 college president verifies that the assignment will continue, and the faculty member
41 meets system established minimum qualifications for the assigned field.
42

43 C. **Adding a License Field(s) Subsequent to Unlimited Status.** Adding an additional
44 license field occurs when an unlimited full-time or unlimited part-time faculty meets

1 system established minimum qualifications for the license field and is reassigned into the
2 new license field area.
3

4 **D. Layoff Prohibition.** A faculty member shall not be granted an initial or subsequent
5 credential field at a college if another faculty member is on notice of layoff or on layoff
6 in that credential field at the college.
7

8 **Subd. 2. Joint Committee on Credential Fields.** A joint committee composed equally of
9 faculty members appointed by the MSCF and administrators appointed by the Chancellor
10 shall continue to make recommendations on credential fields and minimum hiring
11 qualifications to the Chancellor. When the joint committee and the system office have
12 reached agreement on a credential field and the minimum qualifications, the Employer will
13 maintain the current qualifications and provide a copy to the MSCF. The Employer will also
14 maintain a current listing of faculty who hold each credential field and will provide a copy to
15 the MSCF. The current listing of credential fields and the minimum qualifications are
16 available on the Employer's website and at the college's human resources office.
17

18 **Section 9. Changes in Credential Field(s).** If the system office modifies the faculty member's
19 credential field(s) in such a way that the faculty member must retrain, the Employer will bear all
20 costs including release time for the retraining.
21

22 **ARTICLE 21**

23 **SENIORITY**

24

25 All faculty members including probationary who are listed on the unlimited full-time and
26 unlimited part-time seniority rosters published in November 2001 shall continue their seniority
27 as previously established. Faculty hired after November 2001 shall have their seniority
28 determined in accordance with Section 1 below.
29

30 For purposes of seniority, all Minnesota state colleges shall be considered to have the same
31 starting date for comparable semesters. The semester starting date shall be the earliest date
32 published each year for each semester at a Minnesota state college as the first work date for the
33 faculty. When a faculty member's first employment date is prior to the starting date, the extra
34 days worked shall be reflected on the seniority roster and may be used if necessary in the tie
35 breaking process. When a faculty member's first employment date is later than the common
36 date, the actual starting date will be the starting date.
37

38 **Section 1. Seniority Defined.** Seniority of a faculty member shall be determined by figuring
39 the total FTE length of continuous probationary and unlimited full-time or unlimited part-time
40 service in the faculty member's credential field(s) since the faculty member's starting date in the
41 credential field. The starting date of a faculty member's seniority shall be the beginning of the
42 term when a faculty member started probationary/unlimited full-time or probationary/unlimited
43 part-time service. Seniority shall accrue in each credential field held by the faculty member.
44

1 Faculty members appointed as MnSCU administrators may be granted a leave of absence of up
2 to three (3) years and continue to accrue seniority during such three (3) year period. Each
3 administrator who remains in a MnSCU administrator position after three (3) years shall be
4 removed from the seniority roster. In the event that the administrator is rehired into the MSCF
5 bargaining unit, the administrator shall have his/her seniority reinstated for all time actually
6 served as a faculty member.

7
8 The procedures for the establishment, posting and appeal of the seniority lists are described
9 below:

10
11 **Section 2. Site Defined.** A “site” is defined as an off campus location where one or more
12 unlimited full-time faculty members are assigned as their primary work site. For purposes of
13 definition within this section the current sites are Native American reservations, correctional
14 facilities, and current locations mutually agreed upon for community-based programs. The
15 establishment of any future site shall be determined by mutual agreement between MnSCU and
16 MSCF. A college may include multiple campuses and/or sites.

17
18 **Subd. 1.** Small business management, farm business management, computer small business,
19 lamb and wool management, specialty crops management, and other like programs faculty
20 will have site-based seniority only. Faculty members who transfer to an existing or new site
21 will retain seniority rights to their original site or campus.

22
23 **Subd. 2.** Corrections facility faculty will have site-based seniority only. Corrections facility
24 faculty who had position rights at a campus/college prior to July 1, 1995, will retain all other
25 rights provided in this agreement. Faculty members who transfer to a corrections facility will
26 retain seniority rights to their original site or campus.

27
28 **Subd. 3.** Native American reservations faculty will have site-based seniority only. Native
29 American reservations faculty who had position rights at a campus/college prior to July 1,
30 1995, will retain all other rights provided in this agreement. Faculty members who transfer
31 to a Native American reservation site will retain seniority rights to their original site or
32 campus.

33
34 **Section 3. Calculation of Temporary Service.** When a temporary faculty member who has
35 been employed continuously (at least one (1) semester per academic year) becomes probationary,
36 unlimited full-time or unlimited part-time his/her seniority shall be calculated by including
37 his/her service prior to the change in status on a pro rata (FTE) basis at the college.

38
39 **Section 4. Unlimited Part-Time Seniority Roster.** All faculty members granted unlimited
40 part-time status shall have their seniority status maintained on a separate roster from unlimited
41 full-time faculty.

42
43 **Section 5. Posting and Recalculation.** The seniority roster shall be posted by November 1 of
44 each academic year. Faculty members may request seniority recalculations within thirty (30)

calendar days after distribution of the seniority roster. The system office and MSCF shall maintain a statewide seniority system.

Section 6. Tie Breakers. A tie may occur whenever two (2) or more faculty members are hired at the same time in the same credential field(s), when faculty members return from an unpaid leave of absence that does not merit the accrual of seniority, and when faculty members are hired with previous temporary service.

Ties in college/campus/site seniority shall be broken at the time of employment. Ties in statewide seniority shall be broken at the time of claiming or at the time of determining sabbatical leave eligibility. When two (2) or more faculty members have the same seniority, their relative position shall be determined by using the following criteria in the order listed:

- A. The faculty member with the greater total employment in the Minnesota state college, including temporary employment, shall have the greater seniority.
- B. The faculty member with the higher number of graduate credits in the credential field shall have the greater seniority.
- C. The faculty member with the earlier date on which the issuing agency approved the license, as evidenced by the issuing agency's signature and date on the license application form, shall have the greater seniority.
- D. If after consideration of A, B, and C above, a tie still exists, the tie shall be broken by lot.

Section 7. Break in Seniority. Seniority shall be broken by resignation, retirement, failure to return from an authorized leave of absence, or failure to return from a layoff. An unlimited full-time or unlimited part-time faculty member who is placed in a temporary part-time status shall not be considered to have had a break in service during the period of temporary part-time status.

Section 8. Seniority in New Credential Fields. If subsequent to a faculty member's start of unlimited service in the faculty member's initial credential field, another credential field is/was approved for such faculty member, the seniority in this credential field shall start at the beginning of the semester when such credential field was approved.

Once a credential field is approved and established for a faculty member, the faculty member continues to accumulate seniority in that credential field for as long as the faculty member remains as an unlimited faculty member in the system.

If a faculty member has more than one (1) credential field, and the original credential field is deleted from the MnSCU Board Policy or MnSCU procedures, then the faculty member will be granted seniority in the second credential retroactive to the original seniority date.

Section 9. Seniority at a New College Via Claiming.

1 **Subd. 1.** A faculty member on layoff who claims a vacancy at another college in
2 a new credential field shall retain system seniority in the original credential field(s). Such
3 faculty member shall have his/her system seniority in the original credential field(s) noted on
4 the college seniority roster. S/he shall begin accruing seniority in the new credential field
5 starting from the beginning of the semester in which s/he claims.

6
7 **Subd. 2.** A faculty member on layoff who claims a vacancy at another college in a
8 credential field that the faculty member already holds shall retain system seniority and shall
9 establish college seniority at the new college equal to the seniority held at the previous
10 college.

11
12 **Section 10. Seniority at a New College Via Voluntary Transfer.** A faculty member who
13 voluntarily transfers to a position in another college shall retain system wide seniority in the
14 original credential field(s) for purposes of claiming positions in the future, salary schedule
15 placement, and sabbatical eligibility/tie breakers. S/he shall begin accruing seniority at the new
16 college starting from the beginning of the semester in which s/he transfers barring an agreement
17 per Article 22, Section 9 between the parties to the contrary.

18 19 **ARTICLE 22**

20 **LAYOFF AND FACULTY TRANSFERS**

21
22 **Section 1. Layoffs.** Layoffs of unlimited faculty members may occur only when necessary for
23 bona fide, good, and sufficient reasons.

24
25 **Subd. 1. Reasons.** The administration shall provide both the MSCF and the faculty
26 member affected a written summary of the circumstances giving cause to the layoff and of
27 the alternatives to layoff which have been considered. If layoffs are to occur, the
28 administration shall meet with the MSCF to discuss the layoffs at a Shared Governance
29 Council meeting. Such meeting shall be scheduled prior to November 15.

30
31 **Subd. 2. Layoff Notice Timelines.** If a layoff is contemplated by the administration, the
32 faculty member on the unlimited full-time seniority roster who is to be laid off shall be
33 notified of the impending layoff no later than November 1 to be effective on the last day of
34 the next spring semester. Unlimited part-time faculty members shall be notified in writing of
35 impending layoff by November 1 of an impending layoff to be effective at the end of the
36 spring semester, and no later than April 1 of an impending layoff to be effective at the end of
37 the following fall semester. The layoff is subject to the shared governance language
38 contained in Article 8.

39
40 **Subd. 3. Order.** Layoffs shall be based on inverse seniority within the credential field. A
41 faculty member shall not be laid off if a less senior faculty member in the college holds a
42 position for which the first faculty member is qualified and has greater seniority at the
43 college. No layoffs shall be made if the college continues to employ part-time faculty
44 members who are providing bargaining unit work in the faculty member's credential field(s).

- 1
2 A. Post Retirement Annuitant members in the credential field shall be terminated before a
3 probationary faculty member is terminated.
4
5 B. Temporary faculty members in the credential field shall be terminated before a
6 probationary faculty member is terminated.
7
8 C. Probationary faculty members in the credential field shall be terminated before any
9 unlimited faculty member is laid off.
10
11 D. Unlimited part-time faculty shall be laid off based on inverse seniority within the
12 credential field prior to any unlimited full-time faculty member.
13

14 **Subd. 4. Equalization of Budget Cuts.** In the case of a substantial reduction in funds
15 available to the board for state colleges, every effort shall be made to equalize the effect of
16 the reduction on all staff at the technical, community and consolidated colleges.
17

18 **Subd. 5. College Closing.** In the event a college is closed by the Board of Trustees and/or
19 the Minnesota State Legislature, the parties agree to meet and negotiate on the impact of such
20 closure on the terms and conditions of employment for affected faculty.
21

22 **Subd. 6. Recency Requirements.** The recency requirements in this Article can be
23 accomplished by a faculty member updating his/her knowledge/skills through participation in
24 activities with sufficient rigor and substance. The recency requirement can also be
25 accomplished through work assignment. In order to exercise the claiming recall or bypass
26 rights outlined in this Article, the assignment or updating must have occurred within four (4)
27 years of the claiming, recall or bypass decision.
28

29 If a faculty member requests an assignment in his/her other credential field(s) for the purpose
30 of maintaining recency, the assignment will not be denied in an arbitrary or capricious
31 manner.
32

33 **Section 2. Reinstatement of Position.** If a faculty member has claimed a position within the
34 state college system as provided for in this Article or if a faculty member is on the current recall
35 list, and the faculty member's original position is reinstated, said faculty member shall have the
36 first right to reclaim such position.
37

38 **Section 3. Consultation.** The Minnesota State Colleges and Universities shall provide, upon
39 request, consultation on retraining and transfer for faculty members who have received layoff
40 notices.
41

42 **Section 4. Layoff Procedure for Colleges with Multiple-Campuses or Sites.** The following
43 provisions are operative on a college-wide basis.
44

45 **Subd. 1. Identification of Positions to be Eliminated.**

- 1
- 2 A. College administration shall identify the position(s) that are being eliminated.
- 3
- 4 B. College administration shall also identify senior faculty who must be reassigned because
- 5 their position(s) is being eliminated.
- 6
- 7 C. Prior to or simultaneously with the official notification to affected faculty of layoff, the
- 8 college shall forward this information to the MSCF.
- 9

10 **Subd. 2. Issuance of Layoff Notices and/or Termination Notices and Identification of**

11 **Positions to be Eliminated.**

12

- 13 A. Layoff notices shall be given to the least senior faculty member(s) in the area of
- 14 assignment/licensure from which positions are being eliminated.
- 15
- 16 B. Termination notices shall be issued in the following order:
- 17 1. Temporary Faculty
- 18 2. Probationary Faculty
- 19
- 20 C. Layoff notices shall be issued in the following order:
- 21 1. Unlimited part-time faculty.
- 22 2. Least senior unlimited full-time faculty.
- 23
- 24 D. The position(s) occupied by those least senior faculty who have received notice of layoff
- 25 and/or termination notices shall be declared vacant in an (FTE) amount needed to
- 26 accommodate the reassignment of more senior faculty whose positions are being
- 27 eliminated, consistent with Subds. 3 and 4 of this section below.
- 28

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

30

- 31 A. The most senior faculty member whose position is being eliminated shall be offered
- 32 his/her choice of reassignment to the vacated position(s) as specified in Subd. 2 of this
- 33 section.
- 34
- 35 B. The college will make the offer of reassignment within ten (10) days of the date the
- 36 layoff notice was received by the faculty member.
- 37
- 38 C. If the faculty member declines this offer of reassignment, then s/he shall accept the
- 39 layoff, unless the layoff is rescinded prior to the effective date of layoff.
- 40

41 **Subd. 4. Reassignment of Senior Faculty due to Multiple Layoffs.** If it is necessary to

42 eliminate the positions of (and reassign) more than one senior faculty member, the affected

1 faculty members shall choose the vacated position to which they will be reassigned according
2 to the following order:

3
4 A. The most senior faculty member shall have first choice of the vacated positions described
5 in Subd. 2 of this section.

6
7 B. The second most senior faculty member shall have the second choice and so forth.
8

9 **Subd. 5. Deadlines for Faculty Identifying Choices.** Faculty members must indicate their
10 choice within twenty (20) days of receiving the offer of reassignment.

11
12 **Subd. 6. Reassignment, Transfer and Claiming.**

13
14 A. Reassignment consistent with Subd. 3 and 4 of this section constitutes a voluntary
15 transfer.

16
17 B. Reassignment Subds. 3 and 4 of this section is not a waiver of the right to recall or
18 reinstatement.

19
20 **Section 5. Multiple Credential Fields.**

21
22 **Subd. 1. Multiple Assigned Fields.** A faculty member who has more than one (1) assigned
23 field and has met the recency requirement by updating his/her knowledge/skills or held an
24 assignment(s) in that additional field within the last four (4) academic years, may be
25 by-passed for the purpose of layoff, when s/he has adequate seniority in another assigned
26 field(s) and sufficient workload is available in such field(s) to retain full-time employment.
27 When this occurs, the faculty member may not be assigned to teach in the assigned field
28 where the layoff occurred until such time that the laid-off faculty member has claimed
29 another full-time unlimited position, had his/her layoff rescinded, resigned, or had his/her
30 four (4) year claiming rights expire, whichever comes first. When the more senior faculty
31 member has provided notification of intent to claim part-time vacancies pursuant to this
32 article, s/he shall be offered all available assignments for which s/he is qualified prior to the
33 assignment of the less senior faculty member who was bypassed. If the more senior laid-off
34 faculty member rejects an offer to claim such assignments, the bypassed faculty member may
35 be reassigned in that field(s). The by-passed faculty member shall not be eligible for
36 re-training as provided in this article. In the event it is later determined by the administration
37 that a layoff is needed in the bypassed faculty member's other assigned fields(s) and that
38 faculty member is given the layoff notice, any grievance appeal of such layoff shall be
39 limited to the current circumstances in that assigned field.

40
41 **Subd. 2. Multiple Licenses.** Faculty members who are licensed in more than one (1)
42 program area and has met the recency requirement by updating his/her knowledge/skills or
43 held an assignment(s) in that additional field within the last four (4) academic years, will be
44 bypassed for layoff if she/he has greater seniority than another faculty member at the college
45 in any of her/his additional license area(s) according to the following:

- 1
- 2 A. The most senior faculty member(s) whose position is being eliminated will be offered
- 3 reassignment to the position of the least senior faculty member in all licensure areas held
- 4 by the faculty member(s) whose position is being eliminated.
- 5
- 6 B. The college will make the offer of reassignment within ten (10) days of the date the
- 7 layoff notice was received by the faculty member.
- 8
- 9 C. Faculty members must indicate their choice within twenty (20) days of receiving the offer
- 10 of reassignment.
- 11
- 12 D. If the more senior faculty member declines this offer of reassignment, then s/he shall
- 13 accept layoff, unless the layoff is rescinded prior to the effective date of layoff.
- 14

15 **Section 6. Retention Review.** A faculty member, who claims a vacancy in a credential field in

16 which s/he has not previously taught, may serve a retention review period of up to two (2) full,

17 consecutive semesters prior to obtaining unlimited status in the new credential field. The college

18 president may waive all or a portion of the retention review period. If the college determines that

19 a faculty member will not be retained in the new credential field, the member and the MSCF

20 chapter grievance representative will be notified in writing by the college. The notice will set

21 forth the rationale for the decision. Such decision may not be arbitrary or capricious. If the

22 faculty member is not retained as a result of the retention review, the faculty member shall be

23 returned to the layoff list and shall retain all rights to claim in the original credential field. The

24 total period of recall and/or claiming rights and retention review shall not exceed four (4) years.

25 Nothing in this section affects the parties' rights under Articles 25 and 27.

26

27 **Section 7. Notification of Posted Vacancies.** The system office shall distribute vacancy

28 notices via the MnSCU Employment Opportunities to the colleges for posting on the official

29 bulletin board simultaneous with any external advertisements or postings. A copy shall also be

30 sent to the MSCF President or designee. All unlimited full-time, temporary full-time, and

31 unlimited part-time MSCF positions shall be posted unless otherwise agreed to by the Employer

32 and the MSCF. No position shall be filled until at least fifteen (15) calendar days have elapsed

33 after posting date of the MnSCU Employment Opportunities, unless the system office and the

34 MSCF have mutually agreed to an exception.

35

36 **Section 8. Layoff Benefits for Faculty with Assigned Field Credentials.**

37

38 **Subd. 1. Eligibility.** Eligibility for benefits provided by this section requires the faculty

39 member to be employed at the time of notice at a stand-alone community college or to be at a

40 consolidated college in a credential field the Bureau of Mediation Services order issued on

41 January 14, 1999 placed in the former MCCFA unit (See Appendix A).

42

43 **Subd. 2. Reassignment for Retraining.** Any unlimited full-time faculty member who

44 receives a notice of layoff by the Employer shall be granted the equivalent of twenty-one

45 (21) semester credits for full paid reassignment time for the purpose of retraining to be

1 completed during spring semester, the summer following notice of layoff, or any
2 combination thereof as scheduled by the faculty member and approved by the Employer.
3 The faculty member shall submit a retraining plan to the administration no later than
4 December 1. The initial retraining plan will need to identify only the area of retraining, the
5 number of reassigned credits needed, the timing of the reassigned time, and the number of
6 graduate credits that will be taken. Prior to scheduling retraining activities, the faculty
7 member shall consult with the administration to resolve any scheduling conflicts. If the plan
8 includes credit course work the faculty member shall provide the administration with a copy
9 of the fee statement. During the semesters of reassignment for retraining the faculty member
10 is subject to assignment at the college to the percentage that the enrolled credits are fewer
11 than nine (9) credits.

12
13 The faculty member on summer reassignment for retraining shall be compensated for no
14 more than six (6) credits at the pro rata rate for the summer session. This compensation is
15 overload pay but is not subject to the forty percent (40%) limitation contained in Article 13
16 of this Contract.

17
18 **Subd. 3. Tuition Support.** During the layoff notification period, as well as through the four
19 (4) year claiming period, a laid off unlimited full-time faculty member shall be provided with
20 twenty-four (24) graduate semester credits of full tuition support at any MnSCU institution
21 (faculty member only). Regardless of the number of credits of tuition support utilized, the
22 tuition support shall end at the beginning of the semester in which the faculty member begins
23 work in a claimed unlimited full-time position

24
25 **Subd. 4. Claiming Vacant Positions.** Faculty members who have met the recency
26 requirement by updating his/her knowledge/skills or held an assignment(s) in that additional
27 field within the last four (4) academic years and who are covered by this section may claim
28 and reserve positions as specified below.

29
30 A. **Claiming Period for Unlimited Full-time Faculty.** For a period of four (4) years a laid
31 off unlimited full-time faculty member may claim any posted bargaining unit vacancy in
32 any of the Minnesota technical, community or consolidated colleges for which s/he meets
33 the system established minimum qualifications for the credential field of the vacancy.
34 For a period of two (2) years, a laid off unlimited part-time faculty member may claim
35 any part-time assignment at the college from which s/he is laid off and for which
36 provided s/he meets the minimum qualifications for the credential field of the vacancy
37 and has met the recency requirement by updating his/her knowledge/skills or held an
38 assignment(s) in that additional field within the last four (4) academic years. If more than
39 one (1) laid off faculty member claims a particular vacancy, the faculty member with the
40 greatest state college system seniority shall receive the job.

41
42 B. **Claiming Period for Unlimited Part Time Faculty.** For a period of two (2) years, a
43 laid off unlimited part-time faculty member may claim any part-time assignment at the
44 college from which s/he is laid off and for which s/he meets the system established
45 minimum qualifications for the assigned field or license of the vacancy provided s/he 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. If more than one (1) laid off faculty member claims a particular vacancy, the faculty member with the greatest state college system seniority shall receive the job.

C. Process for Claiming Vacancies.

1. **Notice of Full-time Vacancies.** The system office shall notify all unlimited full-time faculty members on notice of layoff or on layoff of all full-time vacancies within the system as soon as positions are open.

Once a faculty member on layoff has claimed and been awarded a vacancy within the system, the claimed position may not be withdrawn.

2. **Claiming Posted Vacancies.** Faculty members wishing to claim or reserve a vacant position must notify the system office with a copy to the human resources designee at the college of the posted vacancy of their intent to do so in writing during the fifteen (15) day posting period. In order to claim vacant positions, faculty members must hold either the credential field of the vacancy or meet the system established minimum qualifications for the credential field of the vacancy.

Faculty members may not claim activity assignments. At the discretion of the administration, faculty members can be reassigned or laid off from activity assignments without cancellation of the assignment. A student activity assignment shall not be considered a credential field, or designated assignment.

3. **Order of Claiming Posted Vacancies.** Current faculty members who have 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, may claim vacant unlimited full-time or temporary full-time or unlimited part-time positions for which they are qualified in the following order:
 - a. Unlimited full-time faculty members who have been notified of layoff and hold the credential field or meet system established minimum qualifications for the credential field;
 - b. Unlimited full-time faculty members in the order of seniority who are employed in a credential field at a college in which a faculty member is on notice of layoff.
 - c. Unlimited full-time faculty members who have been notified of layoff or are laid off and within the claiming period indicated in Section 8, Subd. 4. A. above and who reserve the position via Section 8, Subd. 4, B. above and Subd. 7 below by declaring such and by preparing an approved/amended retraining plan to meet system established minimum qualifications for the position.

1 **D. Claiming Part-time Work Assignments.**

2
3 1. **Order of Claiming Part-time Work Assignments.** Current faculty members who
4 are on layoff and have met the recency requirement by updating his/her
5 knowledge/skills or held an assignment(s) in that additional field within the last four
6 (4) academic years, may claim part-time work for which they are qualified in the
7 following order:

8
9 a. Unlimited full-time faculty members who are on layoff and hold the assigned
10 field or meet the system established minimum qualifications for the credential
11 field.

12
13 b. Unlimited part-time faculty members who are on layoff and hold the credential
14 field or meet the system established minimum qualifications for the credential
15 field may claim the part-time work at the college from which they are laid off, in
16 seniority order.

17
18 E. **Notification to College Human Resource Designees.** No later than the effective date
19 of layoff, the laid-off unlimited full-time faculty member shall file, with the human
20 resources designee(s) at all colleges where s/he would accept part-time work for which
21 s/he is qualified, a statement defining the minimum part-time work within that college
22 s/he would accept. This statement shall remain in effect until such time as the faculty
23 member submits documentation to the college human resources designee(s) at each
24 college where he/she would accept part-time work that the system office has confirmed
25 minimum qualifications for additional assigned field(s) and/or the faculty member
26 announces a change in the statement above.

27
28 Subsequent to the effective date of layoff, the faculty member shall submit
29 documentation required to meet minimum qualifications for claiming an additional
30 assigned field(s), along with a letter identifying this as a request for approval of minimum
31 qualifications for part-time claiming. The system office shall have twenty (20) calendar
32 days after the receipt of the final documentation to complete the evaluation for minimum
33 qualifications. Upon receipt of the written confirmation from the system office that the
34 minimum qualifications have been met, the faculty member shall submit a revised
35 statement to the respective college human resources designee(s) at each college where
36 part-time work would be accepted. Such revised statements will not be considered for
37 the next term unless received by the college human resources designee at least ten (10)
38 calendar days prior to the first day of that term. This ten (10) calendar day requirement
39 may be waived at the sole discretion of the system office.

40
41 Those laid-off faculty members who have filed such statements shall be notified of all
42 acceptable part-time vacancies for which they are qualified (either by holding the
43 credential field(s) or receiving system office confirmation of having met system
44 established minimum qualifications for additional credential fields). The faculty member
45 may reject any part-time offer with no penalty. If the faculty member claims the part-

1 time position, the faculty member shall not forfeit any unlimited faculty member rights,
2 shall be considered to be on the layoff list, and shall be entitled to all rights of laid off
3 faculty members.

4
5 Colleges shall notify faculty of claimable assignments forty (40) business days before
6 classes begin, whenever possible. Faculty who are notified of claimable assignments at
7 least forty (40) business days before classes begin shall notify the college whether they
8 are accepting the assignment or not, within fifteen (15) business days of the offer being
9 made.

10
11 Faculty may claim up to twenty one (21) credits of work per semester. If a claimed
12 assignment is subsequently canceled, the faculty may claim additional assignments up to
13 a total of twenty one (21) credits.

14
15 If a faculty member claims an assignment and additional work subsequently becomes
16 available at his/her home campus, the faculty member may exchange the claimed
17 assignments for the work assignments available at his/her home campus.

18
19 If the college is unable to provide forty (40) business days notice of claimable
20 assignments, the faculty member shall have until ten (10) days before classes begin to
21 accept offers of work in areas of claiming rights.

22
23 The college human resources directors shall make every reasonable effort to make such
24 offers in writing as soon as possible. The faculty member who accepts part-time work at
25 one college will continue to have the right to accept offers from other colleges up until
26 ten (10) days before classes begin. If a new section or a new course is added to the
27 schedule within the ten (10) calendar days, then the faculty member on layoff must be
28 contacted with the offer. The faculty member shall have the right to accept the offer, if
29 possible, along with other offers already accepted up to twenty one (21) credits, but may
30 not accept a new offer and cancel out of the previously accepted work, except to
31 exchange assignments for work at their home campus, as specified above.

32
33 **Subd. 5. Sick Leave Liquidation Pay.** The faculty member shall receive sick leave
34 liquidation pay at the rate established at the time of layoff in accordance with Article 16 and
35 may elect to receive it at any time during the four (4) year claiming period.

36
37 **Subd. 6. Group Insurance.** The faculty member shall receive Employer paid basic health,
38 dental and life insurance for one (1) year. The coverage level will be the same, either single
39 or family, as was in effect at the time of layoff. When the faculty member claims temporary
40 work that would provide the full Employer contribution that year while on layoff, the
41 employee may bank this benefit for a period of two years. If the faculty member successfully
42 claims temporary work that provides the full Employer contribution for two years, then the
43 banking will not be permitted. If the faculty member claims temporary work that carries
44 insurance eligibility but less than the full Employer contribution this benefit shall be used on
45 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.

Subd. 7. Reserving Full-time Vacancy Process. A faculty member who wishes to reserve a position must enter into a mutual agreement with the college president on an approved retraining plan. This plan must be designed to meet minimum qualifications for a vacancy at the college. Minimum qualifications are those contained in the policy for credential fields. Reservations may be made at any time during the notice period or during the four (4) year claiming period. The reservation is null and void if the retraining plan is not successfully completed within one (1) year. The Employer may fill the vacancy on a temporary basis until the beginning of the semester immediately following the completion of the retraining plan.

Section 9. Layoff Benefits for Faculty with License Credentials.

Subd. 1. Eligibility. To be eligible for one of the options listed below, the unlimited full-time faculty member must be employed at the time of notice at a stand-alone technical College or be employed at a consolidated college in a credential field the Bureau of Mediation Services order issued on January 14, 1999 placed in the former UTCE unit. (See appendix A) An unlimited full-time faculty member who is issued a notice of layoff shall be provided the following options depending on meeting eligibility requirements.

The MSCF field representative will facilitate the discussions between the individual faculty member and the administration during the process of selecting an option. The faculty member must make an irrevocable choice and inform the college no later than thirty (30) days prior to the actual layoff.

Subd. 2. Layoff Benefits Options.

A. **Faculty Members with Five (5) Years of Service** Options A and B below apply to faculty members with five (5) or more years of service

Option A.

Tuition Support. A faculty member selecting this option shall receive six thousand five hundred dollars (\$6,500.00) 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.

1
2 The faculty member shall hold claiming rights to part-time work only on his/her campus.
3 To exercise these claiming rights, the faculty member must either hold the credential field
4 for the work or meet system established minimum qualifications for the appropriate
5 credential field and meet the recency requirement by updating his/her knowledge/skills or
6 held an assignment(s) in that additional field within the last four (4) academic years.
7

8 **Reserving Vacant Positions.** The faculty member may reserve a vacant position, as
9 mutually agreed to between the college president and the faculty member, during the four
10 (4) year claiming period. The plan must be approved by the college president or designee
11 who is offering the vacancy. The reservation is null and void if the retraining plan is not
12 successfully completed in one (1) year. Under this provision, a faculty member may
13 reserve a position while he/she retrains to obtain minimum qualifications. The college
14 may fill the vacancy on a temporary basis until the beginning of the semester
15 immediately following the completion of the retraining plan.
16

17 **Sick Leave Liquidation Pay.** The faculty member shall receive sick leave liquidation
18 pay at the rate established at the time of layoff in accordance with Article 16 and may
19 elect to receive it at any time during the four (4) year claiming period.
20

21 **Group Insurance.** The faculty member shall receive Employer paid basic health, dental
22 and life insurance for one (1) year. The coverage level will be the same, either single or
23 family, as was in effect at the time of layoff. When the faculty member claims temporary
24 work that would provide the full Employer contribution that year while on layoff, the
25 employee may bank this benefit for a period of two years. If the faculty member
26 successfully claims temporary work that provides the full Employer contribution for two
27 years, then the banking will not be permitted. If the faculty member claims temporary
28 work that carries insurance eligibility but less than the full Employer contribution, this
29 benefit shall be used on a pro rata basis to bring the contribution to the full Employer
30 contribution. The faculty member will continue drawing this benefit until it is exhausted,
31 or two (2) years elapses, whichever comes first.
32

Option B.

33
34 **Lump Sum Payment.** A faculty member selecting this option shall receive a lump sum
35 payment of twelve thousand dollars (\$12,000.00).
36

37 A faculty member who selects this option shall, at the time of actual lay off, sever all
38 employee rights including recall, claiming, and reservation rights.
39

40 **Sick Leave Liquidation Pay.** The faculty member shall receive sick leave liquidation
41 pay at the rate established at the time of layoff in accordance with Article 16.
42

1 **Group Insurance.** The faculty member shall receive Employer paid basic health, dental
2 and life insurance for one (1) year. The coverage level will be the same, either single or
3 family, as was in effect at the time of layoff.
4

- 5 B. **Faculty Members with Four (4) Years of Service.** Faculty members with four (4)
6 years of service shall be eligible for the benefits listed below.
7

8 **Claiming or Recall Rights.** The faculty member shall hold claiming or recall rights to
9 any vacant unlimited full-time, temporary full-time, or unlimited part-time bargaining
10 unit vacancy for which s/he meets the system established minimum qualifications of the
11 credential field and has met the recency requirement by updating his/her knowledge/skills
12 or held an assignment(s) in that additional field within the last four (4) academic years,
13 for a period of four (4) years.
14

15 The faculty member shall hold claiming rights to part-time work only on his/her campus.
16 To exercise these claiming rights, the faculty member must either hold the license for the
17 work or meet system established minimum qualifications for the appropriate credential
18 field and have met the recency requirement by updating his/her knowledge/skills or held
19 an assignment(s) in that additional field within the last four (4) academic years.
20

21 **Sick Leave Liquidation Pay.** The faculty member shall receive sick leave liquidation
22 pay at the rate established at the time of layoff in accordance with Article 16 and may
23 elect to receive it at any time during the four (4) year claiming period.
24

25 **Group Insurance.** The faculty member shall receive Employer paid basic health, dental
26 and life insurance for six (6) months. The coverage level will be the same, either single
27 or family, as was in effect at the time of layoff. When the faculty member claims
28 temporary work that would provide the full Employer contribution that year while on
29 layoff, the employee may bank this benefit for a period of two years. If the faculty
30 member successfully claims temporary work that provides the full Employer contribution
31 for two years, then the banking will not be permitted. If the faculty member claims
32 temporary work that carries insurance eligibility but less than the full Employer
33 contribution this benefit shall be used on a pro rata basis to bring the contribution to the
34 full Employer contribution. The faculty member will continue drawing this benefit until
35 it is exhausted, or two (2) years elapses, whichever comes first.
36

37 **Subd. 3. Process for Claiming Vacancies.**
38

- 39 A. **Notice of Full-time Vacancies.** The system office shall notify all unlimited full-time
40 faculty members on notice of layoff or on layoff of all full-time vacancies within the
41 system as soon as positions are open.
42

43 Once a faculty member on layoff has claimed and been awarded a vacancy within the
44 system, the claimed position may not be withdrawn.
45

1 B. **Claiming Period for Unlimited Part Time Faculty.** For a period of two (2) years, a
2 laid off unlimited part-time faculty member may claim any part-time assignment at the
3 college from which s/he is laid off and for which s/he meets the system established
4 minimum qualifications for the assigned field or license of the vacancy provided s/he has
5 met the recency requirement by updating his/her knowledge/skills or held an
6 assignment(s) in that additional field within the last four (4) academic years. If more than
7 one (1) laid off faculty member claims a particular vacancy, the faculty member with the
8 greatest state college system seniority shall receive the job.
9

10 C. **Claiming Posted Vacancies.** Faculty members wishing to claim or reserve a vacant
11 position must notify the system office with a copy to the human resources designee at the
12 college of the posted vacancy of their intent to do so in writing during the fifteen (15) day
13 posting period. In order to claim vacant positions, faculty members must hold either the
14 credential field of the vacancy or meet the system established minimum qualifications for
15 the credential field of the vacancy at the time of the posting and has met the recency
16 requirement by updating his/her knowledge/skills or held an assignment(s) in that
17 additional field within the last four (4) academic years,
18

19 Faculty members may not claim activity assignments. At the discretion of the
20 administration, faculty members can be reassigned or laid off from activity assignments
21 without cancellation of the assignment. A student activity assignment shall not be
22 considered a credential field.
23

24 D. **Order of Claiming Posted Vacancies.** Current faculty members may claim vacant
25 unlimited full-time or temporary full-time or unlimited part-time positions for which they
26 are qualified in the following order:
27

- 28 1. Unlimited full-time faculty members who have been notified of layoff and hold the
29 credential field or meet system established minimum qualifications for the credential
30 field;
31
- 32 2. Unlimited full-time faculty members in the order of seniority who are employed in a
33 credential field at a college in which a faculty member is on notice of layoff;
34
- 35 3. Unlimited full-time faculty members who have been notified of layoff or are laid off
36 and within the claiming period indicated in Section 8, Subd. 2. and who reserve the
37 position via Section 8, Subd. 2, A (Option A) and B. above by declaring such and by
38 preparing an approved/amended retraining plan to meet system established minimum
39 qualifications for the position.
40

41 E. **Portability of Article 16, Section 4 Retirement Benefits.** Faculty who meet the
42 eligibility requirements of Article 16, Section 4, Subd. 1, and who are subsequently laid
43 off and have claimed a vacancy or who subsequently voluntarily transfer to another
44 MnSCU college may have the right to continue the grandparented retirement benefits of
45 the sending or receiving college in accordance with the “portability of retirement benefits

1 | from college-to-college” MOU dated January 26, 2005. (See Appendix F).

2
3 **Section 10. Faculty Transfers.**

4
5 **Subd. 1. Applying for a Permanent Transfer.** A permanent transfer shall only be by
6 mutual consent of the system office, the faculty member, and the MSCF. An unlimited
7 full-time or unlimited part-time faculty member who has not received a layoff notice and
8 does not qualify to claim a vacancy and who is an applicant to fill an unlimited full-time
9 vacancy shall be invited for an interview and shall be considered for filling the vacancy, if
10 s/he meets the system established minimum qualifications for the credential field of the
11 vacancy at the time of the application. Unlimited faculty who apply for vacant positions
12 shall do so by letter to the system office and the college human resources designee within the
13 posting period. The system office shall notify the college where the vacancy is posted of
14 those unlimited faculty who must be provided with an interview. Notification to faculty who
15 are not successful applicants shall be sent prior to the announcement of the name of the
16 successful applicant.

17
18 **Subd. 2. Transfer to a Temporary Position.** When the college administration decides to
19 post a temporary full-time position, an unlimited full-time faculty member may apply for a
20 temporary transfer to such position. Unlimited full-time faculty members who desire to
21 transfer to a posted temporary full-time vacancy shall do so in writing to the system office
22 with a copy to the human resources designee at the college of the posted vacancy, within the
23 timelines of the posting. The faculty member must hold the assigned field/credential field of
24 the posted vacancy with a master’s degree in the assigned field of the vacancy or if the
25 posted vacancy requires a license field/credential field, the faculty member must meet system
26 established minimum qualifications or hold the license field/credential field at the time of the
27 application. The faculty member must also have been employed by the Minnesota state
28 colleges for at least four (4) years. The college president of the receiving institution may
29 require that the transferring faculty member has held an assignment in the credential field of
30 the posted vacancy within the previous five (5) years. If the length of the temporary
31 transfer(s) will exceed a total of three (3) academic years (years need not be consecutive), the
32 faculty member must have the consent of the college president of the sending institution.
33 The college president shall not deny consent prior to the consultation with the faculty
34 member and the MSCF.

35
36 All eligible unlimited full-time faculty members who apply for such a temporary transfer
37 shall be considered for the vacancy. The eligible faculty member with the greatest system
38 seniority shall be granted the temporary transfer unless the administration can provide
39 specific valid reasons to prevent the transfer. Other candidates will only be considered for
40 the posted vacancy if no eligible, unlimited full-time candidate applies. Upon termination of
41 the temporary position, the faculty member shall be returned to previous position. The
42 faculty member shall retain and accrue seniority at the college from which the temporary
43 transfer took place.

Subd. 3. Portability of Article 16, Section 4 Retirement Benefits. Faculty who meet the eligibility requirements of Article 16, Section 4, Subd. 1, and who are subsequently laid off and have claimed a vacancy or who subsequently voluntarily transfer to another MnSCU college may have the right to continue the grandparented retirement benefits of the sending or receiving college in accordance with the “portability of retirement benefits from college-to-college” MOU dated January 26, 2005. (See Appendix F).

Section 11. Involuntary Faculty Transfer. There shall be no involuntary transfers.

Section 12. Exchange Status. An exchange status of up to two (2) years shall be granted to a faculty member, upon application by the faculty member and approval by college presidents, for the purpose of participating in an exchange program. This status may be granted to faculty members who have arranged to exchange positions within the Minnesota state colleges and to a faculty member who has arranged to exchange positions with a faculty member in a system other than the Minnesota state colleges.

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

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

ARTICLE 23

MISCELLANEOUS RIGHTS OF FACULTY MEMBERS

Section 1. Teaching Materials. All teaching materials to be purchased by students shall be selected by the faculty member. However, teaching materials authored by a faculty member of the state's education systems including the University of Minnesota may be used as a required course material only upon receipt of written approval from the dean to whom the faculty member, making such requests, reports. This requirement applies only to materials that would result in a profit for the faculty member.

Section 2. Citizenship. Faculty members shall be entitled to full rights of citizenship and no outside religious or political activities of any faculty member, or the lack thereof, shall be the grounds for any discipline or discrimination with respect to the professional employment of such faculty member.

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

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 **Section 4. Patents and Intellectual Property Rights.**

19
20
21 **Subd. 1. Faculty Ownership.** A faculty member shall be entitled to complete ownership
22 and control of any patentable discoveries or inventions, or of intellectual property and
23 copyrighted material, except where the faculty member's normal workload was reduced for
24 purposes of the development project, where the college has provided substantial support for
25 or involvement in the project, or where the inventions or discoveries are produced as a result
26 of agreements or contracts between the college and external sponsors. Intellectual property
27 produced during a sabbatical leave shall be considered scholarly work.

28
29 **Subd. 2. Shared Ownership.** Ownership of intellectual property, or copyrighted material,
30 or of patentable discoveries or inventions, shall be shared by the faculty member and the
31 college in an equitable ratio if the intellectual property, or the discoveries or invention, are
32 produced under one (1) or more of the following circumstances:

- 33
34 A. With substantial college support and involvement;
35
36 B. With release time granted with the expectation that patentable information or products
37 will result;
38
39 C. Under an assigned duty and/or work-for-hire arrangement with an external sponsor.

40
41 Whenever possible, an equitable ratio of ownership shall be established in advance and
42 incorporated into an agreement between the college and the faculty member. Fees involved
43 in copyright and patent application shall be shared on the basis of the equitable ratio of
44 ownership established above.

1 **Subd. 3. Faculty Logs.** A faculty member engaged in research which may lead to
2 patentable or non-patentable inventions or discoveries, or intellectual property, shall maintain
3 a log which includes dates and hours worked on the project, activities engaged in, and
4 college facilities and resources involved.
5

6 **Subd. 4. Course Outlines and Syllabi.** Common course outlines that are departmentally
7 developed and approved by the Academic Affairs and Standards Council shall belong to the
8 college. A course syllabus is a scholarly work and as such is the sole property of the faculty
9 member. Upon request, the faculty member shall provide a copy of the syllabus to the
10 administration. The Academic Affairs and Standards Council will develop procedures for
11 student access to syllabi.
12

13 **Section 5. Faculty Member Work Rules.** Each faculty member shall be given a copy of the
14 Employer work rules and regulations. Each new or changed rule or regulation shall be
15 distributed to faculty members upon adoption. Faculty members shall not be held accountable
16 for such rules and regulations until distribution to the faculty members has been made.
17

18 **Section 6. Confidentiality.** Faculty members will not be required to disclose confidential
19 information obtained by them regarding students, except to the extent that federal or state law
20 requires disclosure of the information.
21

22 **Section 7. Personnel Actions.** The parties mutually agree to respect the confidentiality of
23 personnel actions involving faculty members, except to the extent that federal or state law
24 requires disclosure of personnel data.
25

26 **Section 8. Paraprofessional Direction.** When paraprofessionals in instructional, media, and
27 student service programs are under direction of a faculty member, the responsibilities of the
28 paraprofessional will be assigned by the faculty member. When the faculty member is not on
29 duty, a paraprofessional shall report to the employee outside of the bargaining unit to whom the
30 faculty member reports. Faculty members shall have the option to participate in the interview
31 and selection of paraprofessionals to be added to the staff and assigned to them. Faculty input
32 for the evaluation of paraprofessionals under their direction shall be advisory to the
33 administration.
34

35 **Section 9. Faculty Member Protection and Assistance.**
36

37 **Subd. 1. Assault.** Faculty members shall report, as soon as practicable, cases of assault
38 suffered by them in connection with their employment to the appropriate administrator or the
39 college president, who shall comply with any reasonable request from the faculty member for
40 information in the possession of the administration relating to the incident or the person(s)
41 involved, and shall act in appropriate ways as liaison between faculty member, the police and
42 the courts to protect the faculty member from further aggravation regarding the matter.
43

1 **Subd. 2. Legal Counsel.** If civil proceedings are brought against a faculty member for acts
2 committed while acting within the scope of employment, legal counsel shall be furnished in
3 accordance with Minnesota Statutes.

4 5 **ARTICLE 24** 6 **MISCELLANEOUS PROVISIONS**

7
8 **Section 1. College Closing.** If a college closes because the Governor declares an emergency or
9 the college president or designee declares an emergency pursuant to MnSCU policy, faculty
10 members will not be required to make up the time lost during such closing, and such faculty
11 members shall not lose salary or benefits as a result of such closing.

12
13 If college classes are canceled because the college president or designee declares an emergency
14 pursuant to MnSCU policy, faculty members may make appropriate curricular adjustments as
15 approved by administration (e.g. scheduling make up classes or meetings), or make duty
16 adjustments as approved by management (e.g. office hours or other compensatory activities) or
17 take personal leave. When the personal leave option is selected, the faculty member will submit
18 the proper leave request as soon as possible.

19
20 If the MnSCU Board of Trustees desires to change Board Policy 4.41, the terms of this provision
21 shall be discussed at the State level of Meet and Confer prior to being amended to reflect such
22 changes.

23
24 **Section 2. Classes at Other Institutions.** Insofar as practicable, faculty member's schedules
25 are to be arranged whenever requested to allow faculty members to attend classes at other
26 institutions of higher education up to six (6) credits per semester.

27 28 **Section 3. Tuition Waiver at Minnesota State Colleges.**

29
30 **Subd. 1. General Provisions.** Faculty members holding unlimited full-time, unlimited
31 part-time, temporary full-time and temporary part-time (temporary part-time appointment
32 must be in accordance with Subd. 2. below) appointments shall be entitled to enrollment on
33 a space available basis in courses at any Minnesota State College without payment of tuition.
34 Such enrollment shall not exceed a total of twenty-four (24) credits per year. The faculty
35 member may use the twenty-four (24) credits at any Minnesota State Colleges and
36 Universities institution. In the event the faculty member does not fully exercise this right, the
37 faculty member's spouse or dependents shall be eligible to take a maximum of sixteen (16)
38 credits per year with waiver of tuition only at any Minnesota State College. "Space
39 available" shall be interpreted to allow the faculty member, spouse, or dependent to register
40 for classes through the normal registration process. However, individuals enrolled in a class
41 under this provision shall not be included in the class tally count used in determining
42 maximum class size.

1 Current faculty members and faculty members who have retired since June 30, 1995, shall be
2 entitled to audit courses on a space available basis at any MnSCU state college as set forth
3 above without paying tuition.
4

5 **Subd. 2. Temporary Part-time Faculty.**
6

- 7 A. Access to the tuition waiver benefit by temporary part-time faculty shall be based on
8 assignments held on a semester by semester basis. Credits taught by temporary part-time
9 faculty members at different MnSCU colleges shall be combined for meeting the twelve
10 (12) credit minimum threshold to establish eligibility to use tuition waiver in accordance
11 with this subdivision. Temporary part-time faculty members, if requested, must report
12 any multiple appointments to the human resources office processing the tuition waiver
13 request. The part-time faculty member shall be responsible for verifying that the total
14 credits taught in the semester meet the twelve (12) credit minimum threshold for
15 eligibility. Upon request, the college(s) shall provide appropriate documentation of
16 credits that the temporary part-time faculty member will actually teach at its college for
17 use in verifying the combined credits taught to meet the twelve (12) credit minimum.
18
19 B. If a temporary part-time faculty member is assigned to twelve (12) or more credits or
20 credit equivalents in fall semester the faculty member shall be able to use at any time
21 during the academic year (defined as fall through summer) up to twelve (12) credits of
22 tuition waiver for himself/herself or up to eight (8) credits for a spouse or dependent(s).
23
24 C. If a temporary part-time faculty member is assigned to twelve (12) or more credits or
25 credit equivalents in spring semester the faculty member shall be able to use at any time
26 during the academic year (defined as fall through summer) an additional, twelve (12)
27 credits of tuition waiver for himself/herself or an additional eight (8) credits for a spouse
28 or dependent(s).
29
30 D. In no instance shall unused tuition waiver credits be carried over from one (1) academic
31 year to another.
32

33 **Subd. 3. Faculty on Layoff or Notice of Layoff.** Faculty members on notice of layoff,
34 their spouse and dependents shall remain eligible for the tuition waiver benefit through the
35 effective date of layoff. After the effective date of layoff the faculty member, their spouse
36 and dependent(s) shall cease eligibility for the tuition waiver benefit. However, the faculty
37 member shall have access to those tuition support benefits outlined in Article 22, Sections 7
38 and 8.
39

40 **Subd. 4. Specific Applications.** The following interpretation and application of tuition
41 waiver shall apply.
42

- 43 A. **More than Allowed Credits.** When an eligible faculty member, spouse, or dependent
44 registers for more than the available credits as per Subd. 1. above the full number of
45 available credits of tuition shall be waived.

- 1
2 B. **Spouses.** Two (2) eligible faculty members who are spouses of each other shall have
3 twenty-four (24) credits of tuition waiver per semester (forty-eight (48) per year) or
4 thirty-two (32) per year for their dependents that they can apply however they decide
5 between themselves.
6
7 C. **Dependents.** Dependents shall be defined in accordance with the Insurance Article,
8 Article 19, Section 2, Subdivision 3.B (a) and (b).
9
10 D. **Fixed Station Labs.** An eligible faculty member, spouse, or dependent may register for
11 a fixed station lab and cannot be “bumped out.” However, the eligible faculty member,
12 spouse or dependent is not guaranteed a station if the maximum number of lab stations
13 are taken by tuition paying students. A faculty member, spouse, or dependent shall be
14 allowed to use the lab at other scheduled open times the same as other students, or other
15 arrangements may be made with the instructor.
16
17 E. **Drop/Add.** An eligible faculty member, spouse, and/or dependent in a fixed station lab
18 course or any other course for which tuition is being waived may drop such lab or course
19 within the normal time limits of the drop/add policy of the college and transfer the
20 appropriate tuition waiver credits to another course(s) or lab(s), in accordance with the
21 other provisions of this Article.
22
23 F. **Community Service Classes.** Community service classes shall not be eligible for tuition
24 waiver under this Contract provision.
25
26 G. **Split Usage.** The tuition waiver benefits may be split between an eligible faculty
27 member, spouse and/or dependent in one (1) semester or a year as the faculty member
28 chooses.
29

30 **Section 4. Attendance at State College Functions.** Faculty member attendance at all state
31 college functions and activities shall be voluntary unless part of the faculty member’s load.
32

33 **Section 5. Safety Equipment.** Safety equipment such as uniforms, safety glasses (including
34 full prescription lenses and frames), safety shoes, etc. as required by the college, will be provided
35 to employees, as needed, by the college at no cost to the faculty member.
36

37 **Section 6. Parking Fees.** No faculty member shall be assessed a parking fee that is greater than
38 a parking fee assessed any other person at the college or campus.
39

40 **Section 7. Correctional Facility Faculty.** Correctional Facility faculty shall not be required to
41 perform lock-downs and cell searches.
42

43 **Section 8. Liability.** The college does not accept liability for faculty members’ personal
44 property that is stored or utilized on college property.
45

1 **Section 9. Assignment of Unit Work to Excluded Unclassified Staff Members.** Excluded
2 unclassified staff members may be given assignments of the type that are normally given to
3 faculty members. However, when this is done, the instructor, counselor, or librarian assignments
4 shall not exceed thirty-five percent (35%) of the assignment. An exception may be approved by
5 the ~~Office of the Chancellor~~System office and the MSCF in the event of special circumstances.
6 No unlimited faculty member shall be displaced because of instructor, counselor, or librarian
7 assignments to excluded unclassified staff members. The MSCF shall be notified in writing
8 when such assignments are made.

9
10 No member of the bargaining unit shall exercise supervision over any other member of the
11 bargaining unit except as specified in this Contract.

12
13 **Section 10. Change In Bargaining Unit Status.** The Employer reserves the right to offer to
14 members of the bargaining unit positions excluded from the bargaining unit. No faculty member
15 shall be required to accept such a position.

16
17 **Section 11. Medical Examinations.** Medical examinations required by the college shall be
18 paid for by the college.

19
20 **Section 12. Facilities and Equipment.** The college will make reasonable effort to provide each
21 faculty member with sufficient equipment, facilities, support services, and secretarial services
22 necessary for the faculty member to perform his/her assignment.
23

ARTICLE 25

DISCIPLINARY PROCEDURES

Disciplinary action may be imposed upon a faculty member for just cause. Disciplinary action or measure shall include only the following.

1. Written reprimand
2. Suspension
3. Dismissal

A faculty member who is to be disciplined has the right to request and have the MSCF president or designee on the campus present when the disciplinary action is taken, except in cases in which a written reprimand is to be sent to a faculty member.

Section 1. Written Reprimand. If a written reprimand is given to a faculty member it shall be done in a manner that will not embarrass the faculty member before the other faculty members, students, or the public. The faculty member shall be given the opportunity to respond to any written reprimand and the response shall be entered into the faculty member's personnel record along with the reprimand. The faculty member shall be given a copy of any entry in the faculty member's personnel file and shall be permitted to insert a response thereto. Only such material as is entered in the faculty member's personnel file shall be used as evidence in any subsequent disciplinary action or hearing. If it is determined through the grievance procedure that a written reprimand was issued without just cause, such reprimand shall be removed from the faculty member's personnel file. Upon the written request of a faculty member, the contents of the personnel file shall be disclosed to the faculty member and/or the MSCF representative and/or legal counsel.

Section 2. Suspension. A faculty member may be suspended for up to fifteen (15) work days with or without pay for just cause. The faculty member shall be notified in writing of a proposed suspension, specifying the reasons.

Section 3. Dismissal for Cause. An unlimited faculty member may be dismissed for just cause by the college president upon ten (10) calendar days advance written notice. The reason for dismissal must be stated in the notice to the faculty member.

Section 4. Grievability. Disciplinary actions for just cause shall be subject to the grievance procedure. A faculty member dismissed for cause may initiate the grievance at step 2. If a faculty member fails to grieve a disciplinary action in a timely manner pursuant to Article 27, such faculty member is considered to have waived the right to appeal as provided in this Contract.

1 **Section 5. Arbitration Hearing.** At any arbitration hearing concerning disciplinary actions for
2 just cause, both the faculty member and the Employer shall have the right to be represented by
3 counsel, to be heard, to have witnesses testify, to see all evidence and to cross examine all
4 witnesses. The Employer assumes the burden of substantiating the charges through presentation
5 of proper, relevant, and sufficient evidence. The hearing shall be open or closed at the mutual
6 agreement of the parties.

7
8 **Section 6. Temporary Part-Time and Adjunct Faculty.** A temporary part-time or adjunct
9 faculty member may be terminated under the following conditions:

10
11 **Subd. 1. Temporary Part-Time or Adjunct Faculty with Less than 2.0 FTE**
12 **Continuous Service.** A temporary faculty member with less than 2.0 FTE continuous
13 service may be terminated immediately. Such faculty member shall receive five (5) days of
14 pay at his/her daily rate of pay.

15
16 **Subd. 2. Temporary Part-Time or Adjunct Faculty with 2.0 or more FTE Continuous**
17 **Service.** A temporary faculty member with 2.0 FTE or more continuous service may be
18 terminated before the end of the stated period for just cause. Such faculty member shall
19 receive a ten (10) day notice as provided in this Article.

20
21 **Subd. 3. Continuous Service.** Continuous service shall mean without a break in service.
22 For purposes of this section a “break in service” is defined as no assignment for one (1) full
23 academic year.
24

25 **ARTICLE 26**

26 **PERSONNEL FILES**

27
28 **Section 1. College Responsibility.** Each college shall maintain at the college one (1) official
29 personnel file for each faculty member. Such file shall contain personnel transactions, official
30 correspondence with the faculty member, disciplinary actions, and other data relevant to the
31 faculty member’s performance of duties. Unsigned letters, unsigned statements, or unsigned
32 evaluations shall not be placed in this file except as specified in Section 2 below. Access to data
33 in the personnel file shall be granted only in accordance with the Minnesota Data Practices Act
34 (M.S. Chapter 13). With respect to private data, access shall be provided to other persons after
35 presentation to the college of written authorization from the faculty member.

36
37 **Section 2. Faculty Member Rights.** A faculty member shall have the right to place such
38 material in the personnel file that s/he determines has a bearing on the faculty member’s
39 performance of duties. Upon the request of the faculty member, the college shall provide two (2)
40 copies of the contents of the personnel file. For any additional copies of the personnel file, the
41 faculty member shall pay the standard per page copying fee for copying the file.
42

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

4
5 The faculty member's signature is required to be on each performance related item in the file to
6 acknowledge receipt of the document. If the faculty member refuses to sign the document within
7 three (3) duty days of receipt, the document may be placed in his/her file without such signature.
8 Documents of anonymous origin relating to a faculty member's performance shall not be placed
9 in the file without a cover letter explaining the circumstances under which the document was
10 received by the administration. Individual student evaluations shall not be placed in the file.

11
12 Prior discipline may be used against the faculty member for purposes of further progressive
13 discipline only if such prior discipline is documented and maintained in the faculty member's
14 personnel file.

15
16 Annually, any material that a faculty member requests be removed from file shall, with the
17 approval of the college president, be removed. A faculty member shall upon request have the
18 following data removed from file:

- 19
20 1. Written reprimands after two (2) years provided that no further discipline has been taken
21 against the faculty member during the interim.
22
23 2. Written records of suspension of ten (10) days or less after five (5) years provided that no
24 further discipline has been taken against the faculty member in the interim.

25 **ARTICLE 27**

26 **GRIEVANCE PROCEDURE**

27
28 **Section 1. Complaints.** A complaint is an informal claim by a faculty member, or group of
29 faculty members in the bargaining unit or by the local chapter or MSCF of alleged improper,
30 unfair, arbitrary or discriminatory treatment. A complaint may constitute a grievance if not
31 mutually resolved, and if the complaint falls within the definition of a grievance. Complaints
32 shall be processed only through the informal procedure for handling complaints as herein set
33 forth.

34
35 **Subd. 1. Informal Procedure for Handling Complaints.** Any faculty member in the
36 bargaining unit either with or without the MSCF grievance representative on the campus may
37 informally discuss a complaint on behalf of him/herself or other faculty members with the
38 appropriate college administrator. Any settlement, withdrawal, or disposition of a complaint
39 at this informal stage shall not constitute a binding precedent in the settlement of (similar)
40 complaints or grievances. No complaint can become a grievance until it has gone through
41 the informal procedure for handling complaints.
42

1 **Subd. 2.** Faculty members are encouraged but not required to resolve complaints on an
2 informal basis with the faculty member's immediate supervisor at the earliest opportunity.
3

4 **Section 2. Time Limits.** No grievance shall be entertained or processed unless it is submitted
5 within twenty-five (25) working days after the occurrence of the event giving rise to the
6 grievance, or within twenty-five (25) working days of the date the grievant knew or through the
7 use of reasonable diligence should have known of the event or occurrence that gave rise to the
8 grievance. Grievances that are not submitted within the time lines shall be deemed to be
9 withdrawn.
10

11 **Subd. 1. Appeals.** Failure to appeal a grievance from one level to another within the time
12 periods or extensions as described herein shall constitute a withdrawal of the grievance.
13

14 **Subd. 2. Extension of Time Limits.** The time limit in each step, except the time limit for
15 filing the grievance in Step 1, may be extended for periods of twenty (20) days, by mutual
16 written agreement of the Employer and MSCF grievance representative. A request for an
17 extension of time limits shall not be unduly withheld by either party.
18

19 **Subd. 3. Computing Time Limits.** In computing any period of time prescribed in this
20 Article, the date that the grievant through the use of reasonable diligence became aware of
21 the act, event, default, or failure to act for which the designated period of time begins to run
22 shall not be included. If such event occurs during the summer when the faculty member
23 involved is not on duty, the first day shall be deemed to be the first day of duty in the
24 succeeding academic year. The last day of the period so computed shall be counted unless it
25 is a Saturday, Sunday or legal holiday, in which event the period runs until the end of the
26 next day which in not a Saturday, Sunday or legal holiday.
27

28 **Subd. 4. Failure to Respond.** If the Employer does not answer a grievance or an appeal
29 thereof within the specific time limits, the MSCF grievance representative may elect to treat
30 the grievance as denied at that step and immediately appeal the grievance to the next step.
31

32 **Section 3. Evidence.** There shall be no withholding of evidence or information within the
33 knowledge of either party at any step of the proceedings. At the request of either party,
34 representatives of the parties shall meet no later than two (2) working days prior to the date of a
35 scheduled arbitration hearing for the purpose of exchanging exhibits. Such exhibits shall include
36 all those that the parties intend to introduce as part of their respective cases-in-chief and are
37 known to them at the time of the meeting.
38

39 **Section 4. Grievances.** A grievance is defined as a dispute or disagreement raised in writing by
40 a faculty member, a group of faculty members, or the MSCF against the Employer involving the
41 interpretation or application of the specific provisions of the MSCF/MnSCU Contract or
42 application of a rule or regulation affecting terms and conditions of employment in other than a
43 uniform manner or other than in accordance with the provisions of the rule or regulation.
44

Section 5. Reprisal. Faculty members who bring evidence forward or participate in a grievance or arbitration proceeding shall not suffer reprisal of any sort from the Employer for such action or participation.

Section 6. Grievance Steps.

Step 1. If a complaint, which has gone through the informal procedure for handling complaints and has not been resolved at that level, falls within the definition of a grievance, it may become a grievance.

A grievance shall be in writing and filed on the official grievance form supplied by the MSCF or the Employer. The written grievance must be signed by a MSCF grievance representative on the campus in the case of individual faculty member grievances and in the case of chapter grievances. The written grievance must be signed by a MSCF representative in the case of multiple college or state level grievances.

The grievance shall set forth the nature of the grievance, the Contract provisions violated, the facts on which the alleged violation is based, and the relief requested. The college president or designee shall discuss the grievance within five (5) working days with the MSCF grievance representative on the campus at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, (not necessarily at the meeting, may be after the meeting), the settlement shall be reduced to writing and signed by the college president or designee and the MSCF grievance representative on the campus. If no settlement is reached, the college president or designee shall give the Employer's written answer to the MSCF grievance representative on campus within five (5) working days following their meeting and shall also forward a copy to the chancellor's designee. A grievance for an action that does not occur at the college where the grievant is employed shall begin at Step 2 of the grievance procedure.

Step 2. If the grievance is not settled in Step 1, and the MSCF desires to appeal, it shall be referred by the MSCF in writing to the chancellor's designee within fifteen (15) working days after the designated college president's answer in Step 1 is received or is due. A meeting or discussion between the chancellor's designee and the MSCF representative shall be held within fifteen (15) working days at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the chancellor's designee and the MSCF representative. If no settlement is reached, the chancellor or designee shall give the Employer's written answer to the MSCF within fifteen (15) working days following the meeting.

Step 3. If the grievance is not settled in accordance with the forgoing procedure, the MSCF may appeal the grievance to arbitration within ten (10) working days after the answer of the chancellor's designee in Step 2 is received or is due by serving written notice of the appeal to the chancellor's designee. The parties may convene a joint labor management committee to discuss any grievance that has been appealed to arbitration. The committee shall consist of six (6) persons appointed by the MSCF and six (6) persons appointed by the Chancellor.

1 Meetings shall be scheduled as needed at the request of the MSCF, but no more than one (1)
2 each month. Additional persons may be invited as needed. The MSCF representative and/or
3 chancellor's designee may also request grievance mediation prior to arbitration.
4

5 **Section 7. Waiver of Steps.** The parties may mutually agree to waive step 1 and/or step 2 of
6 the grievance procedure.
7

8 **Section 8. Arbitration Panel.** The arbitration proceeding shall be conducted by an arbitrator, to
9 be selected by lot, from a permanent panel of ten (10) arbitrators. The members of the
10 permanent panel shall be selected by the following method: the MSCF and the chancellor's
11 designee shall submit a list of ten (10) arbitrators until agreement is reached on a permanent
12 panel. Vacancies on the panel that arise during the term of this agreement shall be filled by
13 mutual agreement or by each party submitting a list of three (3) arbitrators, until a replacement is
14 agreed upon.
15

16 **Section 9. Arbitrator's Authority.** The arbitrator shall have no right to amend, modify,
17 nullify, ignore, add to or subtract from the provisions of this Contract. The arbitrator shall
18 consider and decide only the specific issue submitted in writing by the Employer and the MSCF,
19 and shall have no authority to make a decision on any other issue not so submitted. The
20 arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying
21 or varying in any way the application of laws, and rules and regulations having the force and
22 effect of laws. The arbitrator shall submit in writing the decision within thirty (30) days
23 following close of the hearing or the submission of briefs by the parties, whichever is later,
24 unless the parties agree to an extension thereof. The decision shall be based solely upon the
25 interpretation or application of the express terms of this Contract and to the facts of the grievance
26 presented. The decision of the arbitrator shall be final and binding on the Employer, the MSCF,
27 and the faculty member(s).
28

29 **Section 10. Fees and Expenses.** The fees and expenses of the arbitrator shall be divided
30 equally between the Employer and the MSCF provided, however, that each party shall be
31 responsible for compensation of its own representatives and witnesses.
32

33 **ARTICLE 28**

34 **CUSTOMIZED TRAINING**

35

36 **Section 1. Definitions**

37

38 **Customized Training** is defined as:

- 39
- 40 • All non-credit instruction with an occupational/professional focus offered to the
 - 41 general public, or
 - 42
 - 43 • All credit and/or non-credit instruction offered via contract to a specific customer.
 - 44

1 **Customized training faculty** are those faculty who deliver instruction (as defined above)
2 for no more than 925 hours in a fiscal year.

3
4 **Section 2. Conditions of Employment.**

5
6 **Subd. 1.** Customized training faculty shall be individually responsible for agreeing to all
7 terms and conditions of employment. The wage Article 13 does not apply to customized
8 training faculty.

9
10 **Subd. 2.** Customized training faculty assignments terminate at the end of the stated period
11 and carry no implication of further employment.

12
13 **Subd. 3.** Customized training faculty do not accrue seniority rights. The seniority Article
14 21 does not apply to Customized training faculty.

15
16 **Section 3. Limits.** Bargaining unit members cannot assert seniority rights to customized
17 training work.

18
19 **Section 4. Rights to Interview for Staffing Customized Training Credit Courses.**

20
21 **Subd. 1. Customized Training Credit Courses Subject to Interview Rights for**
22 **Staffing.** Only courses for two (2) or more credits offered via a contract with a customer
23 shall be subject to interview rights for staffing.

24
25 **Subd. 2. Faculty Eligible for Right to Interview for Staffing Customized Training**
26 **Credit Courses.** Only qualified faculty members on layoff from or working less than 1.0
27 FTE at that college have the right to interview for staffing customized training credit courses.

28
29 For purposes of this section, an “eligible” faculty member is defined as a faculty member
30 who has recent relevant work experience or expertise in the specific content area to be
31 covered in the customized training credit courses.

32
33 **Subd. 3. Procedures for Right to Interview for Staffing Customized Training Credit**
34 **Courses.**

35
36 A. **Posting.** The college will date and post on the official MSCF bulletin board available
37 customized training credit courses for five (5) working days.

38
39 B. **Notification.** The college will notify all MSCF chapter presidents within a college of
40 available customized training credit courses at the time of posting.

41
42 C. **Faculty Expression of Interest.** Eligible faculty members shall have five (5) working
43 days from the initial date of posting to express in writing to the college designee their
44 interest in teaching the course.

1 D. **Right to Interview.** The most senior faculty member who is eligible according to Subd.
2 2 and who submits a timely written expression of interest in teaching the course shall
3 have the opportunity to make a presentation to the customer (i.e. to be interviewed). The
4 customer or its designee has the right to make the final decision about who shall teach the
5 course and is not required to accept the interviewee. An exception to the right to
6 interview will exist if the customer requests a specific instructor.

7
8 **Section 5. Customized training faculty Fringe Benefits.** Customized training faculty shall
9 have access to the health and dental insurance programs as outlined in Article 19, Section 2. of
10 this Contract. Customized training faculty members shall also receive the retirement benefits
11 established by law. Customized training faculty members shall not be eligible for the accrual of
12 any paid or unpaid leave of absence benefits.

13
14 **Subd. 1. Establishing Eligibility to Participate in Insurance Programs.** A customized
15 training faculty member, who has provided 300 or more hours of instruction in each of two
16 consecutive six-month time periods in a fiscal year, shall be eligible to participate in the
17 insurance programs. Employer contribution rates shall be established in accordance with
18 Section 2, Subd. 1. of this Article.

19
20 **Subd. 2. Maintaining Eligibility.** The customized training faculty member must maintain
21 300 or more hours in each six-month time period after establishing eligibility to continue to
22 receive the Employer contribution.

23 24 **ARTICLE 29** 25 **AMERICANS WITH DISABILITIES ACT**

26
27 **Section 1. Purpose.** The MSCF and the Employer agree that they have a joint obligation to
28 comply with the Americans with Disabilities Act (ADA). The MSCF and the Employer agree
29 that they have the obligation to consider the accommodation request(s) from qualified disabled
30 individuals.

31
32 In the event that the accommodation request(s) raise conflicts with this Contract, the Employer
33 and the MSCF shall follow the procedures in Section 2. below.

34
35 **Section 2. Process.** Both parties recognize their responsibility to respect the privacy and
36 confidentiality of faculty members. Upon request, a faculty member seeking an accommodation
37 shall be entitled to MSCF representation. The Employer shall review faculty member requests
38 for accommodations considering options such as equipment purchase or modification,
39 accessibility improvement, scheduling modifications and/or restructuring of current positions and
40 duties which are allowable under this Contract, before requesting waiver of any provision of this
41 Contract.

42
43 If the Employer determines that contract waiver is necessary, it shall meet and confer with the
44 MSCF. At this meeting, the Employer shall inform the MSCF of the faculty member's

1 restriction(s) subject to each party's confidentiality obligations, the specific Article(s) to be
2 waived and the manner in which the Employer proposes to modify the Article(s). The Employer
3 shall also consider additional options presented by the MSCF. Any contract waiver must be
4 agreed to by both the Employer and the MSCF. Between the meet and confer and notification to
5 the Employer of the MSCF's decision concerning waiver, the Employer may make any
6 temporary accommodations.

7

8 **ARTICLE 30**

9 **COMPLETE AGREEMENT AND WAIVER**

10

11 The parties agree that, during the negotiations that resulted in this Contract, each had the
12 unlimited right and opportunity to make demands and proposals with respect to any subject that
13 is not prohibited by law. The understandings and agreements arrived at by the parties are set
14 forth in this Contract. Therefore, during the life of this Contract, the Employer and the MSCF
15 each voluntarily and unqualifiedly waives the right or obligation to bargain collectively with
16 respect to any subject or matter referred to or covered in this Contract.

17

18 Concurrently, the parties further agree not to support or seek to modify, its terms through
19 legislative action which would alter the express provision of this Contract.

20

21

22 **ARTICLE 31**

23 **LEGISLATION AND RULE CHANGES**

24

25 The Employer agrees to draft all necessary legislation and rule changes required to implement
26 the full provisions of this Contract. The Employer agrees to consult with the MSCF regarding
27 such legislation before they are introduced in the Minnesota State Legislature.

28

29 **ARTICLE 32**

30 **SAVINGS CLAUSE**

31

32 This Contract is intended to be in conformity with all valid federal and state laws and rules and
33 regulations. In the event that any provision of this Contract is found to be unlawful by court or
34 other authority having jurisdiction, then such provision shall be inoperative, but all other valid
35 provisions shall remain in full force and effect. Where a provision that has been rendered
36 inoperative by this Article subsequently becomes legal as a result of a modification of federal
37 and state laws during the term of this Contract or extension thereof the operation of such
38 provision shall be renewed.

39

40 If the implementation of any provision of the Contract is rendered unlawful by wage and price
41 controls promulgated by valid federal and state law, rules and regulations thereof, or by
42 executive order, then only the specific provisions rendered unlawful shall be invalid and the
43 remainder of this Contract shall continue in full force and effect for its term. Provided,

1 however, any provision of this Contract so rendered unlawful shall be implemented at such time,
2 in such amounts and for such periods, retroactively and prospectively, as will be permitted by
3 law at any time during the term of this Contract or extension thereof. This Contract supersedes
4 all Board policy and rules and regulations that are inconsistent with it.
5

1
2 **ARTICLE 33**
3 **TERM OF CONTRACT**
4

5 This Contract shall be effective on the 1st day of July, ~~2014~~2013, subject to acceptance by the Minnesota State
6 Legislature, and shall remain in full force and effect through June 30,~~2013~~2015. It shall be automatically renewed
7 from year to year thereafter unless either party shall notify the other in writing no later than October 1, ~~2006~~2014, or
8 by October 1 of any succeeding year, that it desires to modify this Contract. In the event that such notice is given,
9 negotiations shall begin no later than November 1, of the year in which the notification is given or on a date agreed
10 to by the parties to this agreement. This Contract shall remain in full force and effect during the period of
11 negotiations and until notice of termination of this Contract is provided to the other party in the manner set forth in
12 the following paragraph.
13

14 In the event that either party desires to terminate this Contract, written notice must be given to the other party not
15 less than ten days prior to the desired termination date which shall not be before the expiration date set forth in the
16 preceding paragraph.
17

18 Dated this _____ day of July 2014
19

20
21
22 FOR THE MINNESOTA STATE COLLEGE
23 FACULTY:
24
25
26

27 _____
28 Kevin Lindstrom, President
29
30

31 _____
32 Damon Kapke, Vice President
33
34
35
36

37 MSCF Team Members:
38 Sheryl Barton, Ryan Brovold,
39 Kerry Duncan, Lisa Dusek, Derek Fox, Gregg
40 Wright
41

42 MSCF Field Staff:
43 Kari Ann Cruz, Sara Ford, Joe Juairé
44
45
46
47
48
49

50
51
52 FOR THE STATE OF MINNESOTA,
53 MINNESOTA STATE COLLEGES AND
54 UNIVERSITIES:
55
56

57 _____
58
59 Steven J. Rosenstone, Chancellor
60

61
62 _____
63 Mark Carlson, Vice Chancellor
64
65
66

67 _____
68 Jeffrey O. Wade, Chief Negotiator
69

70 _____
71 James Schowalter, Commissioner – MMB
72 For Insurance Purposes Only
73

74 _____
75 James Johnson, President MN State College-
76 Southeast Technical
77

77 MnSCU Team Members:

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

1| Susan Anderson, Tricia Budke, Scott Erickson,
2| Julie Guelich, Kent Hansen, Mark Magnuson,
3| Sharon Mohr, Toni Munos, Mary Nadeau,
4| Nancy Paulson, Mary Rothchild, Rachelle
5| Schmidt, Betsy Thompson, Jeffrey Williamson,
6| Tim Wynes