

LEGISLATIVE REFERENCE LIBRARY
3 0307 00002 1504

03 - 0221



**Master Agreement
Between
State Colleges and Universities
Board of Trustees
and
Minnesota State College Faculty**

2001 - 2003

KFM
5732.8
.C55
M37
2001/
2003

TABLE OF CONTENTS

PREAMBLE	18
ARTICLE 1 RECOGNITION OF MSCF	18
Section 1. Recognition	18
Section 2. Changes to Terms & Conditions of Employment	18
Section 3. Unit Changes	18
ARTICLE 2 DEFINITIONS	18
Adjunct Faculty Member	18
Administration	18
Chancellor	19
College	19
Credential Field	19
Customized Training	19
Customized Training Faculty	19
Days	19
Dependent	19
Domestic Partner	19
Duty Day	19
Elapsed Time	19
Employee(s), Faculty, & Faculty Member	19
Employer	19
Grievance	20
Grievance Form	20
Grievant	20
Immediate Family	20
Meet and Confer	20
Meet and Negotiate	20
MnSCU Board of Trustees	20
MSCF	20
P.E.L.R.A.	20
Permanent Work Location	20
President	20
Presidential Designee	21
Probationary Faculty Member	21
Program	21
Qualified	21
Replacement Representative	21
Representation	21
Sabbatical Tie Breaker	21
Site	21
Student Credits	21
Temporary Full-Time Faculty Member	21
Temporary Part-Time Faculty Member	21

Unlimited Full-Time Faculty Member	21
Unlimited Part-Time Faculty Member	21
Written Notice, Response, Personal Service	22
ARTICLE 3 NO STRIKE OR LOCKOUT	22
Section 1. Lock-Outs	22
Section 2. No Strikes	22
ARTICLE 4 MSCF PAYROLL AND DEDUCTIONS	22
Section 1. Payroll Changes	22
Section 2. Pay Period	22
Subd. 1. Additional Assignments	22
Subd. 2. Temporary Faculty Members	22
Subd. 3. Contracted Faculty Members	23
nine or ten-month paycheck option	23
twelve-month paycheck	23
Subd. 4. Check Distribution	23
Section 3. Dues Check-Off	23
Subd. 1. installment deductions	23
Subd. 2. aggregate deductions	23
Section 4. Fair-Share Check-Off	23
Section 5. Indemnity	23
Section 6. Faculty Member Lists	23
ARTICLE 5 NON-DISCRIMINATION	24
Section 1. Equal Application	24
Section 2. Employer Responsibility	24
Section 3. Jurisdiction	24
ARTICLE 6 MANAGEMENT RIGHTS	24
Section 1. Inherent Managerial Rights	24
Section 2. Management Responsibilities	24
Section 3. Reservation of Management Rights	25
ARTICLE 7 MSCF RIGHTS	25
Section 1. Communications	25
Section 2. Use of Facilities	25
Section 3. Transaction of Business	25
Section 4. Bulletin Boards	25
Section 5. Access to Information	25
Section 6. MSCF State Meet and Confer Committee	25
ARTICLE 8 SHARED GOVERNANCE AND ACADEMIC AFFAIRS	26
Section 1. Faculty Shared Governance Council	26
Subd. 1. Purpose of the Council	26
Subd. 2. Structure of the Council	26

Subd. 3. Authority of the Council	26
Subd. 4. Procedures of the Council	26
Subd. 5. Meeting Agendas	26
Subd. 6. Clerical Support	26
Subd. 7. Reports	27
Subd. 8. Matters Which Must Be Considered	27
Subd. 9. Appeals.....	27
Section 2. Academic Affairs and Standards Council	27
Subd. 1. Purpose of the Council.....	27
Subd. 2. Structure of the Council	27
Subd. 3. Process	28
Section 3. Alternative Structure	28
ARTICLE 9 REPRESENTATIVES	28
Section 1. Administration of the Contract.....	28
Section 2. MSCF Representatives Access to Private Telephones.....	28
Section 3. Certification of Campus Representatives.....	28
Section 4. Certification of State Representatives	29
Section 5. Release Time for the MSCF Presidents	29
Subd. 1. Additional Release Time.....	29
Subd. 2. Payroll	29
Subd. 3. President's Sabbatical	29
Subd. 4. Prior Service Time	29
Section 6. Release Time for Other MSCF State Officers	29
Section 7. Release Time for Other MSCF Representatives	29
Subd. 1. MSCF Representatives.....	29
Negotiations Team	29
Board of Directors Members.....	29
Executive Committee	30
Subd. 2. Conditions	30
Faculty assignments	30
Alternate assignments/activities.....	30
Services of another faculty member.....	30
Substitute necessity	30
Section 8. Representative (Delegate) Assemblies.....	30
Section 9. Reimbursement Rate.....	30
ARTICLE 10 WORK YEAR AND WORK WEEK.....	30
Section 1. The 2001-2002 Basic Work Year.....	30
Section 2. The 2002-2003 Basic Work Year.....	30
Subd. 1. Basic Academic Calendar	31
Subd. 2. Alternate Academic Calendar	31
Subd. 3. Counselors, Librarians, & Instructors on Special Assignments.....	31
Subd. 4. Part-Time Faculty	31
Section 3. Holidays	31
Subd. 1. observed no work holidays	31

Subd. 2. observation of Veteran’s Day	31
Subd. 3. observance of Martin Luther King’s birthday.....	31
Section 4. Flexible Academic Calendar Option	32
Section 5. Summer Assignments.....	33
Subd. 1. Summer Sessions	33
Subd. 2. Establishment of Rotation List.....	33
Subd. 3. Conditions for Rotation.....	33
Subd. 4. Rotation Order.....	33
Section 6. Extra Days	34
Subd. 1. Counselors.....	34
Subd. 2. Librarians	34
Subd. 3. Other Faculty.....	35
Subd. 4. Rate of Pay	35
Subd. 5. Limited Access.....	35
Subd. 6. Offers	35
Section 7. Alternate Calendars	35
Subd. 1. Librarians	35
Subd. 2. Counselors.....	35
Subd. 3. Instructors.....	35

ARTICLE 11 WORK ASSIGNMENTS 36

Section 1. All Teaching Faculty Workload Provisions	36
Subd. 1. Elapsed Time for Instructors.....	36
Subd. 2. Internship Supervision	36
Subd. 3. Saturday and Sunday Assignments	36
Subd. 4. Team Teaching.....	37
Subd. 5. Independent Study Assignments.....	37
Subd. 6. Professional Accreditation Assignments	37
Subd. 7. Non-Credit Instruction	37
Section 2. Teaching Faculty in the Former MCCFA Bargaining Unit	37
Subd. 1. Credits	38
Subd. 2. Contact Hours	38
Subd. 3. Science Laboratory Courses.....	38
Subd. 4. Preparations.....	39
Subd. 5. Class Schedules.....	39
Subd. 6. Class Size	39
Subd. 7. Office Hours.....	39
Subd. 8. Combined Classes	39
Subd. 9. Department and/or Division Coordinators	39
Selection process	39
Responsibilities	40
Compensation.....	40
Overload limitation	40
Subd. 10. Occupational Program Coordinators.....	40
Section 3. Teaching Faculty in the Former UTCE Bargaining Unit.....	40
Subd. 1. Credits and Contact Hours	40

Subd. 2. Schedules	41
Subd. 3. Combined Classes	41
Subd. 4. Department/Division Chairpersons	41
Selection process	41
Duties	41
Method of Compensation	41
Overload Limitation	42
Consolidated Campuses	42
Subd. 5. Travel Time	42
Section 4. Librarians	42
Section 5. Counselors in the Former MCCFA Unit	42
Section 6. Other Assignments	43
Section 7. Reasonable Credit Equivalence	43
Section 8. Alternate Delivery	44
Subd. 1. Distance Learning	44
Subd. 2. Flex Labs/Individualized Instruction	44
Section 9. Student Activity Assignments	44
Subd. 1. Uniform Assignments	44
Athletics	44
Athletic Coordination	45
Theatre	45
Music	45
Publications	46
Subd. 2. Assignments by Mutual Agreement	46
Subd. 3. Non-Uniform Activity Assignments	47
Subd. 4. Variations of Equated Credits	47
Subd. 5. Scheduling Activities and Credit Determination	47
Section 10. Academic Affairs and Standards Council	48
ARTICLE 12 WORKLOAD FOR MANAGEMENT PROGRAMS	48
Section 1. Definitions	48
Management Programs	48
Management Credit	48
Initial Contract	48
Base Contract	48
Paid Credits	48
Base Year	48
Two-year Look-back	49
Management Education Program Matrix	49
Extended Days	49
Overload	49
Unique Assignments	49
Section 2. Management Program Faculty Workload	49
Subd. 1. Management Faculty Credit Expectation for Base Contract	49
Subd. 2. Workload	50
Subd. 3. Work Schedule	50

Section 3. Overload Guidelines.....	50
Section 4. Workload Modifications to Initial Contract.....	50
Subd. 1. Base Contract Adjustment	50
Overload	50
Payment.....	50
Subd. 2. Final Calculation	50
Overload	51
Payment.....	51
Section 5. New Management Faculty to a Program or Site	51
Section 6. Full-time Status for Faculty.....	51
Section 7. Management Education Program Workload Matrix	51

ARTICLE 13 WAGES..... 51

Section 1. Step Placement	52
Section 2. Column Placement	52
Columns I-V	52
Subd. 1. Advanced Degrees and Credits	52
Subd. 2. Column Placement for Former UTCE BU Members.....	52
Section 3. Column Change and Documentation	52
Subd. 1. Eligibility to Advance a Column	54
Subd. 2. Credits for In-Credential Field for Liberal Arts.....	54
Subd. 3. Credits for In-Credential Field for Occupational and Technical Areas .	55
Subd. 4. Licensed Faculty Members without Degrees.....	55
Subd. 5. Licensed Faculty Members Column Changes	55
Subd. 6. Grand Parented Former MCCFA Column Language	56
Section 4. Step Movement	56
Section 5. Salary Schedules	56
Subd. 1. 2001-2002 Salary Schedule	56
Former MCCFA Faculty Members	56
Former UTCE Faculty Members.....	56
Subd. 2. 2002-2003 Salary Schedule	57
Former MCCFA Faculty Members	57
Former UTCE Faculty Members.....	57
Section 6. Customized Training Instructors	59
Section 7. Miscellaneous Wages.....	59
Section 8. Life/Work Experience Evaluation and Test Outs.....	59
Section 9. Extended Contracts	59
Section 10. Summer Session Wages	59
Section 11. Temporary Part-time and Adjunct Faculty Wages.....	59
Subd. 1. Temporary Part-time	59
Subd. 2. Adjunct.....	59
Section 12. Unlimited Part-time Wages	60
Section 13. Substitute Wages	60
Subd. 1. Nature of the assignment.....	60
Subd. 2. Faculty assigned to provide substitute services	60
Subd. 3. Provide full substitute services	60

Subd. 4. Pro rata salary schedule pay level	60
Section 14. Applied Music	60
Subd. 1. Credit Equivalency.....	60
Subd. 2. Private Lesson Rate.....	60
Subd. 3. Uniform Application	60
Section 15. Coaching Salaries	61
Section 16. Overload Assignments	61
Section 17. Health/Dental Expense Accounts.....	61
Section 18. Dependent Care Expense Account.....	61
Section 19. Other Pre-tax Expense Account	62
Section 20. Appeals.....	62
ARTICLE 14 LEAVES OF ABSENCE WITH PAY.....	62
Section 1. Compensation.....	62
Section 2. Communicating Absence	62
Section 3. Sick Leave	62
Subd. 1. Adoption Leave.....	62
Subd. 2. Accumulation of Sick Leave.....	62
Subd. 3. Maternity Use of Sick Leave	63
Subd. 4. Sick Leave Usage.....	63
Subd. 5. Additional Sick Leave.....	63
Subd. 6. Reinstatement of Sick Leave.....	63
Section 4. Bereavement Leave	63
Section 5. Personal Leave	63
Section 6. Pro Rata.....	64
Section 7. Advanced Degree or Certification Leave.....	64
Section 8. Legal Leave	64
Subd. 1. Jury Leave	64
Subd. 2. Court Appearance Leave.....	64
Section 9. Military Leave	64
Section 10. Accounting of Leave Status	64
Section 11. Leave Benefit Accumulations	64
ARTICLE 15 LEAVES OF ABSENCE WITHOUT PAY	65
Section 1. Benefits.....	65
Section 2. Military Leave	65
Section 3. Parenting Leave.....	65
Subd. 1. Eligibility	65
Subd. 2. Duration	65
Subd. 3. Extension.....	65
Subd. 4. Return from Leave	66
Subd. 5. Leave Synchronization.....	66
Subd. 6. Mutual Agreement	66
Subd. 7. FMLA.....	66
Section 4. General Leave.....	66
Subd. 1. Duration	66

Subd. 2. Notice	66
Subd. 3. Mutual Agreement	66
Subd. 4. Leave for Teaching and Related Occupational Activities	66
Section 5. Extended Leaves of Absence	67
Section 6. Religious Holidays	67

ARTICLE 16 SICK LEAVE LIQUIDATION AND

FACULTY RETIREMENT PROVISIONS	67
Section 1. Sick Leave Liquidation	67
Subd. 1. Eligibility	67
Subd. 2. Benefits	68
Subd. 3. Reinstatement.....	68
Subd. 4. Age at Separation	67
Section 2. Early Retirement Incentive-MCCFA	68
Subd. 1. Sunset Provision.....	68
Subd. 2. Eligibility	68
Subd. 3. Compensation.....	68
Subd. 4. Maintenance of Benefits	69
Subd. 5. Early Separation	69
Subd. 6. EEOC Window	69
Section 3. Enhanced Sick Leave Liquidation-UTCE.....	69
Subd. 1. Eligibility	69
Subd. 2. Benefits	70
Subd. 3. Reinstatement.....	70
Section 4. Retirement Incentive Grandparent-UTCE	70
Subd. 1. Eligibility	70
Subd. 2. Choices.....	70
Subd. 3. EEOC Window	71
Section 5. Payment of Benefits	71
Section 6. Supplemental Retirement	71
Subd. 1. Former MCCFA.....	71
Subd. 2. Former UTCE	71
Subd. 3. New Hires	72
Section 7. Phased Retirement Program	72
Subd. 1. Eligibility	72
Subd. 2. Application Procedure.....	72
Subd. 3. Terms of Program	72
Subd. 4. Benefits	73
Subd. 5. Limits on Access.....	73
Section 8. Post Retirement Health Care Savings Plan	73
Subd. 1. Eligibility	74
Subd. 2. Methodology	74

ARTICLE 17 PROFESSIONAL DEVELOPMENT & ACADEMIC AFFAIRS..... 74

Section 1. College Level Funds.....	74
Section 2. System Level Faculty Development Funds.....	75

Section 3. Sabbatical Backlog Fund.....	75
Section 4. Sabbatical Leave	75
Subd. 1. Sabbatical Leave Criteria	75
Subd. 2. Application Procedure.....	77
Subd. 3. Selection of Applicants	77
Subd. 4. Additional Sabbatical Leaves.....	77
Subd. 5. Refusal of an Approved Sabbatical Leave.....	77
Subd. 6. Prior Service Time	78
Subd. 7. Sabbatical Return Requirements	78
Subd. 8. Sabbatical Leave Benefits	78
Section 5. Faculty Internships	78
Subd. 1. Purpose.....	78
Subd. 2. Benefits	78
Subd. 3. Selection of Applicants	78
Subd. 4. Return Requirements.....	79
Section 6. Collaborative For On Academic Affairs	79
Subd. 1. Membership	79
Subd. 2. Scope	79
Subd. 3. Mission.....	79
Subd. 4. Process	79
Section 7. Changes in Credential Field(s).....	80
ARTICLE 18 EXPENSE ALLOWANCES	80
Section 1. General	80
Section 2. Expense Reimbursement	80
ARTICLE 19 INSURANCE.....	80
Section 1. State Employee Group Insurance Program	80
Section 2. Eligibility for Group Participation	80
Subd. 1. Faculty Members-Basic Eligibility	80
Subd. 2. Faculty Members-Special Eligibility	81
Faculty members with a work-related injury/disability	81
Totally disabled faculty members	81
Retired faculty members.	81
Summer Coverage-Unlimited Faculty	81
Summer Coverage-Temporary Faculty	82
Summer Coverage-Probationary Faculty	82
Sabbatical Leave	82
Faculty Members on Layoff.....	82
Faculty Members on Unpaid Leave of Absence	82
Subd. 3. Dependents.....	82
Spouse and Same Sex Domestic Partner.....	82
Children and Grandchildren	82
Subd. 4. Continuation Coverage	83
Section 3. Eligibility for Employer Contribution.....	84
Subd. 1. Full Employer Contribution.....	84

Subd. 2. Partial Employer Contribution	84
Subd. 3. Special Eligibility.....	84
Faculty Members on Layoff.....	84
Work-Related Injury/Disability.....	84
Summer Coverage-Unlimited Faculty	85
Summer Coverage-Temporary Faculty	85
Summer Coverage-Probationary Faculty	85
Sabbatical Leave	85
Subd. 4. Maintaining Eligibility for Employer Contribution	85
General	85
Unpaid Leave of Absence	85
Academic Year Employment	86
FMLA Leave	86
Section 4. Amount of Employer Contribution	86
Subd. 1. Contribution Formula-Health Coverage	86
Faculty Member Coverage	86
Dependent Coverage	86
Subd. 2. Contribution Formula-Dental Coverage	86
Faculty Member Coverage	86
Dependent Coverage	86
Subd. 3. Contribution Formula-Basic Life Coverage.....	86
Section 5. Coverage Changes and Effective Dates	86
Subd. 1. When Coverage may be Chosen	86
Subd. 2. When Coverage may be Changed or Cancelled.....	87
Changes Due to a Life Event.....	87
Canceling Dependent Coverage During Open Enrollment	88
Canceling Faculty Member Coverage.....	88
Effective Date of Benefit Termination.....	88
Subd. 3. Effective Date of Coverage.....	89
Initial Effective Date	89
Delay in Coverage Effective Date.....	89
Basic Life	89
Medical and Dental	89
Optional Life and Disability Coverage	89
Subd. 4. Open Enrollment.....	89
Frequency and Duration	90
Eligibility to Participate	90
Materials for Faculty Member Choice	90
Subd. 5. Coverage Selection Prior to Retirement.....	90
Section 6. Basic Coverage for Health Insurance	90
Subd. 1. Minnesota Advantage Health Plan.....	90
Subd. 2. Coverage Under Minnesota Advantage Health Plan	90
Benefit Options	91
Plan Administrator	91
Benefit Level	91
Primary Care Clinic.....	91

Advantage Benefit Chart for 2002	91
Advantage Benefit Chart for 2003	92
Services received from primary care physician	92
Services not requiring authorization	93
Eye Exams	93
Outpatient emergency and urgent center services	93
Emergency and urgent care outside service area	93
Ambulance	93
Prescription drugs	93
Copayments	93
Insulin	93
Brand Name Drugs	94
Special Coverage for Diabetic Group	94
Special Service Networks	94
Out-of-area (and State) services	94
Covered Children	94
Out-of-area/out-of-network services	94
Deductible	95
Coinsurance	95
Lifetime maximums and non-prescription	95
Plan Year 2002	95
Plan Year 2003	95
Subd. 3. Benefit Level One Health Care Network	95
Subd. 4. Coordination with Worker's Compensation	96
Subd. 5. Health Promotion and Education	96
Develop programs	96
Health plan specification	96
Faculty member participation	96
Health promotion incentives	96
Section 7. Faculty Member and Family Dental Coverage	97
Subd. 1. Coverage Options	97
Subd. 2. Coverage under the State Dental Plan	97
Co-payments	97
Deductible	97
Annual maximums	98
Orthodontia lifetime maximum	98
Section 8. Faculty Member Life Coverage	98
Subd. 1. Basic Life and Accidental Death/Dismemberment	98
Subd. 2. Extended Benefits	98
Subd. 3. Additional Death Benefit	98
Section 9. Optional Coverage	99
Subd. 1. Life Coverage	99
Faculty member	99
Spouse or Same Sex Domestic Partner	99
Children/Grandchildren	99
Accelerated Life	99

Waiver of Premium	99
Paid Up Life Policy	99
Subd. 2. Disability Coverage.....	100
Short-term Disability Coverage.....	100
Long-term Disability Coverage.....	100
Accidental Death & Dismemberment Coverage.....	101
Continuation of Optional Coverage	101
Section 10. Group Premium for Early Retirement.....	101
ARTICLE 20 APPOINTMENTS AND LICENSES/ASSIGNED FIELDS	101
Section 1. Appointments	101
Subd. 1. Types of Appointments.....	102
Subd. 2. Posting of Vacancies.....	102
Section 2. Unlimited Full-time.....	102
Subd. 1. Probation	102
Subd. 2. Non-Renewal	102
Subd. 3. Provisional Unlimited Status	102
Subd. 4. Unlimited Special.....	103
Section 3. Unlimited Part-time.....	103
Subd. 1. Level of Minimum Guarantee.....	103
Subd. 2. Probation	104
Subd. 3. Non-Renewal	104
Subd. 4. Conversion from Unlimited Part-time to Unlimited Full-time	104
Section 4. Temporary Full-time	104
Section 5. Temporary Part-time	105
Section 6. Adjunct Faculty Member	105
Section 7. Hiring Practices	105
Subd. 1. Calculation of UFT Positions Needed	105
Subd. 2. Verification of Rosters	105
Section 8. Faculty Credential Fields	106
Subd. 1. Establishing a Credential	106
Subd. 2. Joint Committee on Credential Fields.....	107
ARTICLE 21 SENIORITY	107
Section 1. Seniority Defined	108
Section 2. Site Defined.....	108
Subd. 1. SBM, FBM, and other like programs faculty.....	108
Subd. 2. Corrections Facility faculty.....	108
Subd. 3. Native American Reservations faculty.....	108
Section 3. Calculation of Temporary Service	109
Section 4. Unlimited Part-time Seniority Roster.....	109
Section 5. Posting and Recalculation	109
Section 6. Tie Breakers	109
Section 7. Break in Seniority.....	109
Section 8. Seniority in New Credential Fields	109
Section 9. Seniority at a New College via Claiming.....	110

Subd. 1. Claim new credential field vacancy	110
Subd. 2. Claim credential field already held	110
Section 10. Seniority at a New College via Transfer	110

ARTICLE 22 LAYOFF AND FACULTY TRANSFERS 110

Section 1. Layoffs	110
Subd. 1. Reasons	110
Subd. 2. Layoff Notice Timelines	110
Subd. 3. Order	111
Subd. 4. Equalization of Budget Cuts	111
Subd. 5. College Closing	111
Section 2. Layoff Procedure for Colleges with Multiple-Campuses or Sites	111
Subd. 1. Identification of Positions to be Eliminated.....	111
Subd. 2. Issuance of Layoff Notices and/or Termination Notices	111
Subd. 3. Reassignment of Senior Faculty	112
Subd. 4. Reassignment of Senior Faculty due to Multiple Layoffs.	112
Subd. 5. Deadlines for Faculty Identifying Choices.	112
Subd. 6. Reassignment, Transfer and Claiming	112
Section 3. Multiple Credential Fields.....	113
Subd. 1. Multiple Assigned Fields	113
Subd. 2. Multiple Licenses	113
Section 4. Layoff Benefits for Former MCCFA Bargaining Unit Members	113
Subd. 1. Eligibility	113
Subd. 2. Reassignment for Retraining.....	113
Subd. 3. Tuition Support	114
Subd. 4. Claiming Vacant Positions.....	114
Claiming Period.....	114
Process for Claiming Vacancies.....	114
Notice of Full-time vacancies.....	114
Claiming posted vacancies	115
Order of Claiming Posted Vacancies	115
Claiming Part-time Work Assignments	115
Order of Claiming Part-time Work	115
Notification to College Human Resource Designees	115
Subd. 5. Sick Leave Liquidation Pay	116
Subd. 6. Health Insurance	116
Subd. 7. Reserving Full-time Vacancy Process	117
Section 5 Layoff Benefits for Former UTCE Bargaining Unit Members	117
Subd. 1. Eligibility	117
Subd. 2. Layoff Benefit Options	117
Faculty Members with Five Years of Service	117
Option A	117
Tuition Support	117
Claiming of Recall rights	117
Reserving Vacant Positions.....	117
Sick Leave Liquidation Pay	118

Health Insurance.....	118
Option B	118
Lump Sum Payment	118
Sick Leave Liquidation pay.....	118
Health Insurance.....	118
Faculty Members with 4 Years of Service	118
Claiming or Recall Rights	118
Sick Leave Liquidation pay.....	118
Health Insurance.....	119
Subd. 3. Process for Claiming Vacancies.....	119
Notice of Full-time Vacancies.....	119
Claiming Posted Vacancies	119
Order of Claiming Posted Vacancies	119
Subd. 4. Interviewing for Positions held by Probationary Faculty	119
Section 6. Reinstatement of Position.....	120
Section 7. Consultation	120
Section 8. Faculty Transfers.....	120
Subd. 1. Notification of Vacancies.....	120
Subd. 2. Applying for a Permanent Transfer.....	120
Subd. 3. Transfer to A Temporary Position	120
Section 9. Involuntary Faculty Transfer.....	121
Section 10. Exchange Status	121

ARTICLE 23 MISCELLANEOUS RIGHTS OF FACULTY MEMBERS 121

Section 1. Teaching Materials	121
Section 2. Citizenship.....	121
Section 3. Academic Freedom	122
Section 4. Patents and Intellectual Property Rights	122
Subd. 1. Faculty Ownership	122
Subd. 2. Shared Ownership	122
Subd. 3. Faculty Logs.....	123
Subd. 4. Course Outlines and Syllabi.....	123
Section 5. Faculty Member Work Rules	123
Section 6. Confidentiality	123
Section 7. Personnel Actions.....	123
Section 8. Paraprofessional Direction	123
Section 9. Faculty Member Protection and Assistance	123
Subd. 1. Assault.....	123
Subd. 2. Legal Counsel	124

ARTICLE 24 MISCELLANEOUS PROVISIONS..... 124

Section 1. College Closing	124
Section 2. Classes at Other Institutions	124
Section 3. Tuition Waiver at Minnesota State Colleges.....	124
Subd. 1. General Provision.....	124
Subd. 2. Specific Applications	125

More than Allowed Credits	125
Spouses	125
Dependents	125
Fixed Station Labs	125
Drop/Add	125
Community Service Classes	125
Split Usage	125
Section 4. Attendance at State College Functions	125
Section 5. Safety Equipment	126
Section 6. Parking Fees	126
Section 7. Correctional Facility Faculty	126
Section 8. Liability	126
Section 9. Assignment of Unit Work to Excluded Unclassified Staff Members	126
Section 10. Change in Bargaining Unit Status	126
Section 11. Medical Examinations	126
Section 12. Facilities and Equipment	126
ARTICLE 25 DISCIPLINARY PROCEDURES	126
Section 1. Written Reprimand	127
Section 2. Suspension	127
Section 3. Dismissal for Cause	127
Section 4. Grievability	127
Section 5. Arbitration Hearing	127
Section 6. Temporary Part-time and Adjunct Faculty	127
Subd. 1. Temporary Part-time or Adjunct Faculty with Less than 2.0 FTE	128
Subd. 2. Temporary Part-time or Adjunct Faculty with 2.0 FTE or more	128
Subd. 3. Continuous Service	128
ARTICLE 26 PERSONNEL FILES	128
Section 1. College Responsibility	128
Section 2. Faculty Member Rights	128
ARTICLE 27 GRIEVANCE PROCEDURE	129
Section 1. Complaints	129
Subd. 1. Informal Procedure for Handling Complaints	129
Subd. 2. Encouragement to Resolve	129
Section 2. Time Limits	129
Subd. 1. Appeals	129
Subd. 2. Extension of Time Limits	130
Subd. 3. Computing Time Limits	130
Subd. 4. Failure to Respond	130
Section 3. Evidence	130
Section 4. Grievances	130
Section 5. Reprisal	130
Section 6. Grievance Steps	130
Section 7. Waiver of Steps	131

Section 8. Arbitration Panel	131
Section 9. Arbitrator's Authority	132
Section 10. Fees and Expenses.....	132
ARTICLE 28 CUSTOMIZED TRAINING	132
Section 1. Definitions	132
Customized Training	132
Customized Training Faculty	132
Section 2. Conditions of Employment	132
Subd. 1. CT Faculty.....	132
Subd. 2. CT Faculty Assignment	132
Subd. 3. CT Faculty Seniority	132
Section 3. Limits	133
Section 4. Right to Interview for Staffing CT Credit Courses	133
Subd. 1. C T Credit Courses Subject to Interview Rights for Staffing	133
Subd. 2. Faculty Eligible Right to Interview for Staffing CT Credit Courses ...	133
Subd. 3. Procedures for Right to Interview for Staffing CT Credit Courses	133
Posting.....	133
Notification.....	133
Faculty expression of interest.....	133
Right to interview	133
Section 5. Customized Training Faculty Fringe Benefits	133
Subd. 1. Establishing Eligibility to Participate in Insurance Programs	134
Subd. 2. Maintaining Eligibility	134
ARTICLE 29 AMERICANS WITH DISABILITIES ACT	134
Section 1. Purpose.....	134
Section 2. Process.....	134
ARTICLE 30 COMPLETE AGREEMENT AND WAIVER	134
ARTICLE 31 LEGISLATION AND RULE CHANGES	135
ARTICLE 32 SAVINGS CLAUSE.....	135
ARTICLE 33 TERM OF CONTRACT	136
APPENDIX A	
MANAGEMENT EDUCATION PROGRAM WORKLOAD MATRIX.....	137-138
APPENDIX B	
BMS ORDER JANUARY 14, 1999	139-146

APPENDIX C
DOMESTIC PARTNERS DEFINITION FOR INSURANCE..... 147

APPENDIX D
MOU AIR TRAFFIC CONTROL..... 148

ATTACHMENT 1
EXCERPTS FROM THE MEMORANDUM OF UNDERSTANDING
(Pending Inclusion)149-152

ATTACHMENT 2
FMLA STATE-WIDE POLICY
(Pending Inclusion)153-161

MSCF Master Agreement

PREAMBLE

This Contract is made and entered into this ____ day of _____, 2002, by and between the State of Minnesota and its Minnesota State Colleges and Universities, hereinafter referred to as the Employer, and the Minnesota State College Faculty, hereinafter referred to as MSCF. This Contract is intended to express the full and complete understanding of the parties pertaining to all terms and conditions of employment.

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

ARTICLE 1 RECOGNITION OF MSCF

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

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

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

ARTICLE 2 DEFINITIONS

Adjunct Faculty Member. "Adjunct Faculty Member" are faculty who work fewer than five (5) credits in a term. Such faculty do not accrue seniority and are not probationary.

Administration. "Administration" shall mean the Chancellor, College President and/or his/her designees.

Chancellor. “Chancellor” shall refer to the Chancellor of the Minnesota State Colleges and Universities.

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

Credential Field. Credential field shall mean the Assigned Field or Licensed Area for which the faculty member was hired. The granting of which indicates that the faculty member meets the minimum qualifications required by the Board of Trustees Policy.

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

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

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

Dependent. “Dependent” shall mean spouse, unmarried eligible children, and unmarried eligible grandchildren as defined in Article 19, Section 2, Subd. 3 of this Contract.

Domestic Partner. Domestic partner shall mean domestic partner as defined by the Department of Employee Relations for the purposes of insurance coverage and other benefits. Wherever the word “spouse” appears in this Contract, such provisions shall also be applicable to a faculty member’s domestic partner.

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

Elapsed Time. Elapsed time shall be defined as the time period between the start of the faculty member’s first assignment and the end of the faculty member’s last assignment on any day.

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

Employer. “Employer” shall mean the Minnesota State Colleges and Universities (MnSCU) Board of Trustees or its designees.

Grievance. A grievance is defined as a written dispute or disagreement raised by a faculty member, an MSCF Chapter, or the state MSCF involving the Employer's interpretation or application of the provisions of this Contract. An informal complaint is not a grievance.

Grievance Form. Grievances as defined above shall be processed on a uniform grievance form provided by MSCF or the Employer.

Grievant. "Grievant" shall be any faculty member, or a group of faculty members within the MSCF bargaining unit who file a grievance.

Immediate Family. The "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.

Meet and Confer. "Meet and Confer" shall mean the exchange of views and concerns between MnSCU and the state MSCF, or the College President and the MSCF Chapter leadership according to the applicable provisions of P.E.L.R.A.

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

MnSCU Board of Trustees. "MnSCU Board of Trustees", "Board of Trustees", or "Board" shall mean the Board of Trustees for the Minnesota State Colleges and Universities.

MSCF. "MSCF" (Minnesota State College Faculty) shall mean the exclusive representative of all faculty who are included in the bargaining unit.

MSCF Chapter. "MSCF Chapter" shall mean the chapter at one or more technical, community, or consolidated college(s) of the Minnesota State Colleges and Universities. As used in this Contract, "MSCF Chapter" shall mean the MSCF Chapter President or designee.

P.E.L.R.A. "P.E.L.R.A." shall mean the Minnesota Public Employment Labor Relations Act of 1971, as amended.

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

President. "President" shall refer to the presidents of each Technical, Community or Consolidated College of the Minnesota State Colleges and Universities.

Presidential Designee. Whenever allowed by this Contract, the use of a designee by the President shall in no way abrogate the responsibility and accountability of the President for the decisions made by the designee

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

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

Qualified. “Qualified” refers to members of the MSCF bargaining unit who meet the prescribed minimum qualifications and are either licensed by MnSCU or who hold an Assigned Field.

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

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

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

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

Student Credits. Student credits are defined as the number credits for which students are enrolled.

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

Temporary Part-Time Faculty Member. 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.

Unlimited Full-Time Faculty Member. 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.

Unlimited Part-Time Faculty Member. An unlimited part-time faculty member is defined as a faculty member with a part-time assignment between forty per cent (40%) and eighty per cent

an academic year that carries the assumption that such employment will continue on a part-time basis in subsequent years.

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

ARTICLE 3 NO STRIKE OR LOCKOUT

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

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

ARTICLE 4 MSCF PAYROLL AND DEDUCTIONS

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

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

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

Subd. 2. Temporary Faculty Members. Temporary faculty members with a minimum of a one-semester appointment will be paid in biweekly installments. Paychecks will begin the payday following the pay period in which the first day of work occurred. The final paycheck

will be received on the payday immediately following the pay period in which the final day of work occurs.

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

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

Subd. 4. Check Distribution. Faculty members may elect to have their paycheck electronically deposited to their banking institution or shall have their paychecks directly mailed to their home address.

Each faculty member who declines to elect direct electronic deposit must complete a waiver form provided by the Employer.

Section 3. Dues Check-Off. The Employer agrees to cooperate with the Department of Finance and the MSCF in facilitating the deduction of membership dues established by the MSCF from the salary of each faculty member who has authorized such deduction in writing.

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

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

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

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

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

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

ARTICLE 7 MSCF RIGHTS

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

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

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

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

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

Section 6. MSCF State Meet and Confer Committee. The MSCF shall establish a committee of no more than eight (8) members to meet and confer with the Chancellor and if requested, the Chair of the Minnesota State Colleges and Universities Board of Trustees. This meet and confer shall be for the purposes of discussion and the mutual exchange of ideas regarding statewide matters which are considered significant by the MSCF or the Employer. The Employer shall provide the facilities and set the time for such conferences to take place, and such conferences

shall be held at least three (3) times a year. The agenda will be prepared and distributed one (1) week in advance by the board chair or designee, and will include all items submitted by the MSCF. The agenda shall also include all items submitted by the board chair.

ARTICLE 8

SHARED GOVERNANCE and ACADEMIC AFFAIRS

Section 1. Faculty Shared Governance Council.

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

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

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

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

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

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

- A. To assist in the preparation and distribution of the agenda, and
- B. To assist in the preparation and distribution of the minutes to the faculty within two weeks of the meeting after the minutes have been reviewed and approved by the council leadership and the college president.

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

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

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

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

Subd. 9. Appeals. Sincere efforts shall be made to reach agreement. If the local MSCF or the administration feels that sincere efforts to reach agreement or understanding have not been made in shared governance council meetings, either party may request that the MSCF bring the issue(s) to the next monthly meeting of the MnSCU/MSCF Joint Labor-Management Committee.

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

Subd. 1. Purpose of the Council. The purpose of the Council is to provide direction for the College president in all matters included in academic affairs, including course outlines, award requirements, academic standards, course and program components, and the inventory of course and program offerings.

Subd. 2. Structure of the Council. The Council shall consist of two-thirds faculty members and one-third administrators and/or other staff. The faculty members will be selected by the faculty president after consultation with the college president. The administrative members will be selected by the college president after consultation with the faculty president but must include the chief academic officer. The parties agree to make appointments that represent broadly the academic programming of the college. A faculty

member shall serve as chair of the council. S/he shall develop agendas and meeting arrangements cooperatively with the Chief Academic Officer. Other individuals may be invited to address the council.

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

Section 3. Alternative Structure. As an alternative to the structures in Sections 1 and/or 2 above, a different structure may be agreed to between the College President and the MSCF chapter with the approval of the state MSCF. Such agreement shall be confined to the design of the structure and its operational mode. Such an agreement shall not in any way regulate or control the right of selection or participation by the MSCF chapter. In the event that no agreement is reached on such an alternative structure, the governance structure shall be that set forth in Section 1 and/or 2 above.

ARTICLE 9 REPRESENTATIVES

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

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

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

Section 3. Certification of Campus Representatives. The names of any local MSCF officers and representatives who may represent the faculty members in the administration of this Contract shall be communicated to the president on each campus by means of a copy of a certification from the MSCF to the chancellor's designee. The names of the employer designees responsible

for administering this contract on the campus shall be communicated to the local MSCF chapter by means of a copy of a certification from the chancellor's designee to the MSCF.

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

Section 5. Release Time for the MSCF Presidents. The co-presidents of the MSCF shall be granted up to full release time from college assigned duties to conduct the business of the MSCF.

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

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

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

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

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

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. 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 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 state 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. For July 1, 2001, thru June 30, 2002, the MSCF shall reimburse the colleges at the appropriate rates contained in the 1999-2001 contracts between the former UTCE and the former MCCFA and the Employer. Effective July 1, 2002, the MSCF shall reimburse the colleges at the rate of \$ 900.00 per credit for actual release time utilized.

ARTICLE 10 WORK YEAR AND WORK WEEK

Section 1. The 2001-2002 Basic Work Year. The 2001-2002 basic work year for the MSCF bargaining unit faculty shall be as established in the former UTCE and MCCFA labor agreements with the Employer and as adopted and published by the Colleges.

Section 2. The 2002-2003 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. Days not identified for these purposes shall be utilized by instructors for activities necessary for the successful accomplishment of their professional responsibilities.

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 be set in accordance with Subd. 1 below. Before the calendar is finalized, the student leadership shall have the opportunity to review and comment on the proposed calendar.

Subd. 1. Basic Academic Calendar. The actual number of class and test days in the academic calendar shall not exceed the number of such days in the college's calendar for the academic year 2001-2002. For consolidated colleges, the number of class and test days in the academic calendar shall not exceed the number of such days in the colleges' liberal arts calendar for academic year 2001-2002. The remaining days shall be divided equally, one-half (1/2) assigned by the administration and one-half (1/2) utilized by the faculty for professional activities described in Section 2. above.

Subd. 2. 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(s) 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. 3. Counselors, Librarians, and Instructors on Special Assignments. Faculty members who are counselors, librarians, or instructors on special assignments 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. 4. Part-Time Faculty. Part-Time faculty shall be responsible for the appropriate pro-ration of the full-time faculty obligation.

Section 3. Holidays.

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

Subd. 2. Beginning with academic year 2002-2003, the college administration and the faculty president at each college may agree to observe Veteran's Day on a different day than the actual holiday. The state MSCF may also agree to allow classes to be held or flexible days to be scheduled on the two days normally scheduled for state MSCF activities.

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

Section 4. Flexible Academic Calendar Option. A flexible academic calendar shall be defined as an academic calendar other than the standard college-wide block academic calendar as described in Sections 1, 2, or 3 above. All flexible academic calendars shall meet all of the following requirements:

- A. All credit and non-credit offerings shall maintain academic integrity as determined by Carnegie units or by another measure agreed to by the faculty and administration.
- B. Faculty shall be subject to overall workload expectations equivalent to those under a standard academic calendar. The faculty load for a course or an assignment under a flexible academic calendar shall be the same as that for the same course or assignment under a standard academic calendar. These statements shall mean similar student credits/contact time and similar expectations for professional development and participation in the life of the college.
- C. All faculty members on a flexible academic calendar shall have the right to calendar breaks commensurate with, but not necessarily at the same time as, those under a standard academic calendar.
- D. Each individual flexible academic calendar must be agreeable to the faculty member, the local MSCF grievance representative, and the local administration.
- E. Exclusive of overload assignments, faculty compensation and benefits shall be identical to those earned under a standard academic calendar.
- F. It is possible for part of a faculty member's load to be under a standard academic calendar and remainder of the load to be under a flexible academic calendar. In such a case, letter D. above shall apply.
- G. Contractual limitations as included in Article 11, Sections 1, Section 2, and Section 3 may be waived by the faculty member and grievance representative as part of the agreement indicated in D. above.
- H. Assignments of faculty under a flexible academic calendar that overlap the summer session(s) of the college must be agreeable to the department.
- I. The parties agree to meet and negotiate additional details of implementation as necessary and as requested by either party.

Section 5. Summer Assignments.

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

No summer session or course offered during the summer shall exceed thirty-nine (39) days. Colleges may offer shorter terms/courses with fewer than thirty-nine (39) days by compressing the requisite class time. Two (2) summer sessions shall be considered the equivalent of one (1) academic year semester. It is understood that a faculty member may be offered the equivalent of eight (8) credits or two (2) courses, whichever is greater per summer in one (1) or over both sessions in rotation order, subject to the overload provisions in Article 13, Section 16. The administration, after consultation with the faculty members in each assigned field and licensed area, shall determine course offerings for summer session.

Subd. 2. Establishment of Rotation List. The established rotation list for each credential field will be used to make assignments. If a rotation list has not been established for the 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 Subdivision 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.
- B. If no unlimited full-time faculty member qualified under paragraph A. above accepts the assignment, unlimited full-time faculty with multiple credential field 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.
- D. If no unlimited full-time faculty member under paragraphs A., B. and C. above accepts the assignments, unlimited part-time faculty who hold the credential field, 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.
- E. If assignments are offered in an area for which no current unlimited faculty hold the credential field, then the assignments shall be offered on a rotation basis to the unlimited faculty members who have held assignments in that credential field in the previous two (2) years. The initial rotation list will be established by calculating the total FTE in that credential field which has been assigned to the faculty member within the previous two (2) years.
- F. Other applicants are last in the rotation order. No assignments of other applicants shall be made if currently employed qualified "unlimited" faculty members have indicated their willingness to accept the assignment.

Section 6. Extra Days

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

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

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

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

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

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

Section 7. Alternate Calendars.

Subd. 1. Librarians. If a librarian in a college accepts at least ten (10) or more extra days during any fiscal year, by mutual consent of the faculty member who is offered ten (10) or more extra days and the administration of the college, the work days of the academic year may be different from and cover a period longer than the academic year agreed upon for the college. These days need not be contiguous or consecutive. However, the total number of days shall be one hundred and seventy-one (171) plus the number of extra days offered.

Subd. 2. Counselors. If a counselor in a college accepts at least ten (10) extra days during any fiscal year, by mutual consent of the faculty member who is offered ten (10) or more extra days and the administration of the college, the work days of the academic year may be different from and cover a period longer than the academic year agreed upon for the college. These days need not be contiguous or consecutive. However, the total number of days shall be one hundred and seventy-one (171) plus the number of extra days offered. Offers of extra days employment and/or alternate calendar proposals shall be made in writing and agreed to in writing.

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

ARTICLE 11 WORK ASSIGNMENTS

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

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

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

Subd. 1. Elapsed Time for Instructors. Except as provided below, the average daily elapsed time per week from the beginning of the first assignment to the end of the last assignment shall not exceed six (6) hours exclusive of self-assigned office hours. An individual instructor may be assigned a schedule in which the average daily elapsed time per week is increased to a maximum of eight (8) hours if this assignment is necessary to provide the course offerings within a specific program or department. An individual instructor must approve any increase in average daily elapsed time per week. In any case, where a variation is implemented, the administration shall provide in writing to the instructor and to the local grievance representative the reasons why this assignment is necessary and reasonable.

Subd. 2. Internship Supervision. When instructors are assigned to supervise students who are working as interns the workload shall be assigned on a term-to-term basis. However a full-time instructor may have the assigned credit(s) distributed over the academic year. The calculation shall be made for each term using the following formula:

One (1) credit of workload shall be assigned for the supervision of every thirteen (13) student credits. Student credits are defined as the number credits for which students are enrolled. The resulting actual number of workload credits will be rounded to the nearest one-half (1/2) credit with the lowest possible number being one-half (1/2) credit.

Subd. 3. Saturday and Sunday Assignments. Assignments to faculty members for Saturdays and Sundays shall be considered to be within the academic calendar. This

provision does not include student activity assignments. Faculty members assigned to Saturday and/or Sunday shall have their schedules arranged to provide two (2) consecutive days in each week without assignment, if desired.

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

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

Independent study assignments may be done as a part of the faculty member's semester load or as overload. Because independent study is student initiated, independent study assignments shall not be subject to the summer rotation language contained in Article 10, Section 5.

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

Independent study may not be used to substitute for course offerings, unless agreed to by the faculty member and administration. Such agreement must include approval of the local grievance representative when the number of students exceeds three (3) students per course per semester.

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

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

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 pro ration 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 adjustments 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.

Subd. 3. Science Laboratory Courses. Science laboratory courses (chemistry, biology, physics, 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. A class counts as a separate preparation each semester in which it is taught. 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. Class Schedules. Class schedules for each instructor shall be developed in each college by the administration based on consultation with the faculty member. Such schedules shall be provided to the faculty member in writing and shall include an itemization of all equated credit assignments.

Subd. 6. 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. There will be no intentional enrollment beyond the maximum class size unless agreed to by the state MSCF and the administration.

Subd. 7. 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.

Subd. 8. Combined Classes. An assignment to teach two (2) or more classes of different content at the same time may be made only if requested by the instructor. If such an assignment is then made by the administration, the number of credits assigned to the instructor shall be the credits of the class with the greatest number of credits of those in this assignment plus one (1) or one-half ($\frac{1}{2}$) the total number of credits assigned for all the individual classes plus one (1), whichever is greater.

Subd. 9. Department and/or Division Coordinators. The president may establish through the Shared Governance Council, at each college, department and/or divisions consistent with the College's mission. If established each designated department and/or division will have a chair according to the following: Designation of departments and/or divisions shall occur once each year, and all faculty members shall be a member of at least one (1) department and/or division.

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. The college president shall appoint the department and/or division coordinator 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 from the department for a one (1) year term for the following year.

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

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

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

Subd. 10. 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 give 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 pro-ration of the FTE.

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 hours. Two (2) weekly student contact hours in any lab is equal to one (1) lab credit.

Subd. 2. Schedules. It is understood that faculty members and the college administration shall work collaboratively in the development of schedules. Schedules for each faculty member shall be developed by that faculty member, in consultation with the college president or designee, and submitted to the college administration for consideration and, if approved, consolidation into a master schedule as appropriate. In the case of multi-faculty programs, the faculty shall first work in consultation with each other to develop schedules prior to submitting them to the college administration.

Subd. 3. Combined Classes. This is an assignment to teach two (2) or more classes of different content at the same time. When these assignments are in distance learning the assignment may be made only if requested by the instructor. Workload for combined classes shall be based on the credit value of the course with the greatest number of credits.

Subd. 4. Department/Division Chairpersons. The administration and the MSCF chapter(s) shall designate various departments/divisions consistent with the college’s mission. Designation of departments/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/division will have a chairperson according to the following:

- A. **Selection Process.** When such chair positions have been established an election shall be held by the faculty members of each department/division. 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 department/division chairperson from the department/division for a one year term no later than May 15.
- B. **Duties.** The department/division chairperson shall coordinate the activities of the department/division through a regular consultation with all members of the department/division, the Shared Governance Council and the college president.
- C. **Method of Compensation.** Any faculty member appointed to a position of Department/Division chairperson may mutually agree with the administration to one of the following: the stipend of \$ 2,500; release time in addition to the stipend of \$ 2,500; or release time equal to a minimum of \$ 2,500 based on the faculty members’ annual base salary prorated. Compensation may be shared by up to three (3) faculty members by

mutual agreement between the faculty members, the MSCF chapter and the college president or designee.

- D. **Overload Limitation.** Department/division coordination overload pay may exceed the forty percent (40%) overload limitation; but if it does, such department/division coordinator shall not be eligible for additional overload pay, extra weeks, or summer school.
- E. **Consolidated Campuses.** At consolidated campuses where departments/divisions are combined, an alternate process for designating departments/divisions and electing chairpersons may be implemented by mutual agreement of the administration and the MSCF. The compensation of the elected chairperson shall be pursuant to the provisions of the faculty member's former unit designation.

Subd. 5. Travel Time. Compensation for travel will be determined by the following:

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

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 in the Former MCCFA Unit. 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 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. When counselors perform teaching assignments their responsibilities shall be adjusted proportionately. Part-Time counselor assignments shall be determined on a pro rata basis.

It is further recognized by the parties that:

- A. After consultation with the counseling department, the college president or designee decides when and where counseling services necessary to meet the goals and objectives shall be offered.
- B. Counselors on each campus, among themselves, shall decide which individuals shall work to cover the hours set by the college president or designee.
- C. In the event that counselors are unable to decide which individuals shall work to cover the set hours, the college president or designee shall assign individual counselors.
- D. For each counselor, no more than twenty-five (25) hours of student contact hours of availability over a five (5) day week shall be scheduled and no more than six (6) hours averaged daily elapsed time of student contact availability may be scheduled for an individual counselor per week. When counselors perform teaching assignments, their responsibilities shall be adjusted proportionately. Part-Time counselor assignments shall be determined on a pro rata basis.

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

Priority will be given to services necessary to fulfill the educational needs of students and the 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.

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

Section 7. Reasonable Credit Equivalence. A faculty member may be assigned duties that are not described in this agreement by mutual agreement among the faculty member, MSCF chapter grievance representative and the college president or designee. 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, and the college president or designee. If an overload condition is created, compensation shall be according to the overload calculation in Article 13, Section 16.

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. Tapes or other 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 such services. 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:

<u>Subd. 1. Uniform Assignments</u>	<u>Credit Equivalencies</u>
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 (Men's)	3
Cross Country (Women's)	3
Golf (Men's)	3
Golf (Women's)	3
Tennis (Women)	3
Tennis (Men)	3

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 (Men's)	.5	
Cross Country (Women's)	.5	
Golf (Men's)	.5	
Golf (Women's)	.5	
Tennis (Men's)	.5	
Tennis (Women's)	.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 between the director and the technical director(s), at the request of the director |
| 2. Minor Production | Two (2) credits per minor production, to be divided as appropriate between the director and the technical director. |

D. **Music**

- | | |
|---|-------------------------------|
| 1. Major group - a group which rehearses a minimum of four (4) times per week, and has a minimum of one (1) major performance per semester. | five (5) credits per semester |
|---|-------------------------------|

- | | |
|---|---|
| 2. Intermediate group - group which rehearses a minimum of three (3) times per week, and has at least one (1) major performance per semester. | four (4) credits per semester |
| 3. Minor group - a group which rehearses a minimum of two (2) times per week, and has at least one (1) major performance per semester. | three (3) credits per semester |
| 4. Specialty group - a group which does not meet the specifications of 1. 2. or 3. above. | credits determined under non-uniform assignments. |

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

E. Publications

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

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

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

activity on a night or weekend

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

Section 10. Academic Affairs and Standards Council. Release time for the chairperson of the Academic Affairs and Standards Council may be mutually agreed upon between the faculty member and the college president or designee in consultation with the MSCF grievance representative. If release time is not agreed upon, the chairperson shall receive a stipend of one thousand dollars (\$1,000.00) for the year. The other faculty members of the Council may be compensated if and as agreed to by the college president or designee.

ARTICLE 12 WORKLOAD FOR MANAGEMENT PROGRAMS

Section 1. Definitions:

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

Management Credit: Management credits recognize the direct application of instruction by the student at the business on a continuous basis and give the student credit for those applications and experiences. The management credit equates to 48 hours of total student effort under the semester system, which includes 4 hours of formalized instruction and 44 hours of student application.

Initial Contract: “Initial Contract” refers to the annual workload assignment issued to an instructor that is one of the following: a part time contract, a base contract, or a base contract plus a maximum of up to 30 extended days.

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

Paid Credits: Paid credits refer to management credits for which tuition has been received in the college business office or for which the business office has received a letter from a third party which is guaranteeing tuition payment for that credit.

Paid credits will be applied to the management faculty member’s Initial Contract or Overload calculation according to the provisions in this article, in the base year in which tuition payment is received by the college or guaranteed.

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

Two-year Look-back: “Two-year-Look-back” refers to the current fiscal year and the prior fiscal year. Paid credits generated in the prior year are added to the paid credits generated in the current year; that credit level is averaged to determine the initial contract for the upcoming year. The two-year look-back is limited to determining the base plus extended days only.

For the 2002-2003 academic year two-year look-back, the 1999-2001 Workload Matrix will be used to determine base plus extended days for the Lamb and Wool faculty for the 2003-2004 academic year.

Management Education Program Matrix: The matrix is a chart that sets forth the workload calculation for Management Program Instructors. Workload in this matrix is based on a daily rate of credits delivered for each of the Management Programs. The minimum credits to be delivered are based on workloads of varying lengths including base contract, extended days, and overload.

Extended Days: “Extended Days” refers to days awarded beyond the base contract to management faculty for the delivery of management credits. A maximum of up to 30 extended days may be awarded during the initial contract and/or through subsequent adjustments to the initial contract. All extended days will be identified on the management faculty calendar. The Management Education Program Workload Matrix will be used to calculate extended days.

Overload: “Overload” refers to management credits delivered in excess of the base contract plus the maximum of 30 extended days. Paid management credits generated in the current year in excess of the base plus the maximum of up to 30 extended days shall be used to calculate overload. Total workload for the delivery of management credits including base, extended, and overload shall be limited to 1.33 FTE. The Management Education Program Workload Matrix will be used to calculate overload.

Unique Assignments: “Unique Assignments” shall refer to workload other than delivering management credits. Unique assignments may be assigned based on Article 11, Section 7. Reasonable Credit Equivalence of this Contract, except that any overload created by such assignment shall be compensated according to the Management Education Program Matrix.

Section 2. Management Program Faculty Workload. This section establishes a workload for the delivery of management credits by management program faculty. All other provisions of the Contract that are not contained in this section shall remain in full force and effect. Management faculty may be awarded an initial contract for one of the following: a part-time contract, a base contract, or a base contract plus extended days.

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

Farm Business Management	342 credits
Sparsity Farm Business Management	304 credits

Small Business Management	294 credits
Computerizing Small Business	279 credits
Specialty Crop Management	248 credits
Lamb & Wool Management	264 credits

Subd. 2. Workload. The initial contract for each faculty member for the following fiscal year will be determined according to the two-year look-back procedure using the number of paid credits on June 15 of the current year and the number of paid credits used for the final contract calculation for the prior year. A faculty member is guaranteed an extended contract (up to a maximum of 30 days) if the two-year look-back calculation exceeds the base contract credit expectation.

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 will submit for approval a schedule of workdays to the college president or designee for the initial contract.

This schedule shall include student contact days (including up to a maximum of 30 extended days), 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. Overload Guidelines. Overload may be awarded to management faculty for the delivery of management credits based on the Management Education Program Workload Matrix up to a total workload maximum of 1.33 FTE. Prior to June 15 of each year, the college president or designee must inform the management faculty if overload will be awarded and to what extent overload will be awarded in the following year.

Section 4. Workload Modifications to Initial Contract. Fifteen days after the last day to register continuing students for the spring term, a calculation of paid credits will be made to determine excess workload above the initial contract.

Subd. 1. Base Contract Adjustment. If the paid credit level exceeds the initial contract and the initial contract was less than base plus 30 extended days, those paid credits will be used to award management faculty extended days up to a maximum of 30.

A. **Overload.** Paid credits in excess of those used for extended days will be used to award overload to management faculty according to the Management Education Program Workload Matrix if authorized in advance by the college president or designee.

B. **Payment.** Salary will be paid beginning with the second full pay period following the calculation.

Subd. 2. Final Calculation. A second and final calculation of additional workload will be made according to paid credits at the close of the business day on June 30. If the paid credit level exceeds the workload level determined in the first workload modification calculation,

additional extended days will be awarded up to a total maximum of the 30 days. These work days must be identified by management faculty prior to the payment of the salary. Additional paid credits in excess of those used for extended days will be used to award overload to management faculty up to the maximum identified by the college president or designee according to the Management Education Program Workload Matrix.

A. **Overload.** Paid credits in excess of those used for extended days will be used to award overload to management faculty according to the Management Education Program Workload Matrix if authorized in advance by the college president or designee.

B. **Payment.** Salary will be paid the first full pay period in July.

Section 5. New Management Faculty to a Program or Site. Management faculty new to a program or site are expected to reach the Initial Contract credit expectation by their third year. New faculty shall be awarded extended day and overload according to the same guidelines established for other management faculty if they meet the credit expectations established in the Management Education Program Workload Matrix.

During the Management Faculty's first two years, when they are allowed to deliver less than the expected credit load, administration may, when additional time is needed to establish/expand the program, award additional base and extended days beyond those earned according to the guidelines established for other management instructors. These additional days may be awarded at any time during the fiscal year. During the third and fourth years, the administration may award additional days to the initial contract.

Section 6. Full-Time Status for Faculty. Faculty are considered full time if the paid credits delivered are at least ninety-five per cent (95%) of the base expectation.

Section 7. Management Education Program Workload Matrix. See Appendix A.

ARTICLE 13 WAGES

The evaluation of each faculty member's credentials for initial salary schedule placement in accordance with this contract will be conducted in the Office of the Chancellor. Each applicant who is offered employment shall, at the time of the offer, be so notified in writing and shall be required to complete the salary schedule placement application forms. The faculty member and the MSCF's designee shall be notified concurrently in writing of the final column and step determination. Challenges to the salary schedule placement shall be raised by either the individual faculty member or the MSCF within thirty (30) working days of receipt of the written placement to be considered. For faculty members hired on or after July 1, 2002, requests for re-evaluation will be granted one time during the employment of the faculty member. Such requests shall be made no later than the end of the first year following completion of probation. Such requests for temporary full-time and temporary part-time faculty shall be made no later than the end of six (6) semesters of employment.

Section 1. Step Placement. Credit for full-time teaching experience and/or relevant work experience, (as determined by the college president or designee), shall be granted on a one (1) for one (1) basis according to the aggregate of experience. Credit for teaching experience shall be granted regardless of the level of teaching or the discipline area of teaching. Full-Time appropriate 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 year of 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.

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. Initial placement shall not exceed the number of years of experience for which credit is given except as noted below.

"Initial" step placement may exceed the actual number of years of experience when a college takes over a program from another institution and also takes over the faculty members in the program, in which case the Employer may allow placement above the steps defined above providing the placement is not more than the next step above the faculty member's former salary. Step placement may also exceed the actual number of years of experience when new faculty members who have previously been employed as unlimited full-time, unlimited part-time, or temporary full-time faculty by the state colleges are re-employed. Such faculty members shall be placed on the salary schedule as if their step movement had not been interrupted if the faculty member has relevant interim work experience on a one (1) year for one (1) step basis. The "initial" step placement of an individual faculty member may also exceed the actual number of years of work experience based on a request for waiver by the college administration upon agreement of the Office of the Chancellor after consultation with the MSCF.

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

If a probationary faculty member has a total experience that is in fractional years and if that faculty member is hired after the commencement of the fall semester the fractional year of experience may be combined with their experience in the system for purposes of step movement for the following academic year.

If an adjunct faculty member whose previous employment was limited to the per-credit rate of pay is employed as a probationary faculty member, such faculty member shall be given credit for all appropriate experience including the work in the state colleges and the state universities.

Section 2. Column Placement. Column placement shall reflect the amount of preparation for which credit is given. Column placement for new faculty members shall be established at the Office of the Chancellor and shall go into effect at the beginning of employment. An average grade of "B" must be maintained.

Column I. All faculty members who do not possess the academic credentials described below shall be placed on Column I.

Column II. A Bachelor's degree or one hundred twenty (120) undergraduate semester credits.

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

Column IV. A master's or doctoral degree with thirty (30) graduate semester credits (forty-five (45) graduate quarter credits) in the credential field.

Column V. A master's or doctoral degree with forty-five (45) graduate semester credits (sixty-eight (68) graduate quarter credits) in the credential field.

Subd. 1. Advanced Degrees and Credits. A Master's degree in Education, Curriculum and Instruction, Vocational Education or equivalent shall be considered "in credential field" for all instructors who teach in an occupational or technical area in which there is no advanced degree available.

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

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

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

Subd. 2. Column Placement for Former UTCE Bargaining Unit Members. Each former UTCE bargaining unit faculty member who applies will have the application reviewed on the basis of education, training and/or experiences for the purpose of being placed on a different column, and when verified, a column change will be granted. The Office of the Chancellor shall be review the application.

Section 3. Column Change and Documentation. When a faculty member applies, the application for a column change shall be reviewed on the basis of additional education, training and/or experiences gained after original placement or the previous column change, and when

verified, a column change shall be granted. The Office of the Chancellor shall review the application.

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

- A. The faculty member must provide to the college human resources designee a written statement of intent to change columns, with either copies of official transcripts to document a column change or a written statement verifying that requirements for a column change have been completed prior to the start of the semester. This material shall be delivered to the college human resources designee before the start of such semester or sent by certified mail prior to the start of such semester.
- B. When documentation for a column change is provided to and a column change is verified by the Office of the Chancellor, the salary of the faculty member will be adjusted accordingly and such adjustment will apply retroactively to the start of the faculty member's assignment for the semester referred to in paragraph A. above or the weeks attached to such semester.
- C. Column changes based on changes of assignment or credential field may occur at the beginning of any academic semester.
- D. A change of the assignment or credential field shall not result in a decrease in pay for a faculty member.
- E. When the name of the assignment or credential field area of a faculty member is not the same as that of an academic department such as history, sociology, etc., and is an assignment or credential field which cuts across disciplinary lines, then the determination as to which credits will count as in credential field for such a faculty member will be made by the Office of the Chancellor.

Subd. 2. Credits for In-Credential Field for Liberal Arts. Credits will be counted as "in-credential field" when:

- A. The college department offering the course has the same name as the assignment or credential field of the faculty member.
- B. The course title indicates that the course is intended for the faculty member's assignment or credential field.
- C. The course description states that the course is intended specifically for the assignment or credential field.

- D. The faculty member has received written pre-approval from the college president or designee. A copy of the approval shall be forwarded to the Office of the Chancellor and MSCF. The written pre-approval of specific courses for individuals will not set a precedent at the college or system-wide.
- E. In the case of librarians, up to eight (8) graduate semester (twelve (12) graduate quarter) credits in a combination of two (2) or more academic disciplines may be counted “in credential field” for movement to Column IV, and up to ten (10) graduate semester (fifteen (15) graduate quarter) credits in a combination of two (2) or more academic disciplines may be counted as “in credential field” for movement to Column V.
- F. Faculty who are consistently assigned in a discipline other than in their credential field(s) shall be granted “in-credential field” credit for graduate credits in the discipline of the other assignment(s). For this purpose, “consistently” shall be defined as at least one course per semester for two or more academic years and the college president verifies that the assignment will continue.
- G. Undergraduate credits, if approved by the Office of the Chancellor or designee prior to enrollment in the course, shall be counted as "in-credential field" graduate credit.

Subd. 3. 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 either a Bachelor’s or a Master’s degree, then pre-approved relevant undergraduate courses will be granted.

Subd. 4. Licensed Faculty Members Without Degrees. Faculty members who do not hold a master’s degree 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 five (5) year renewed license. The column change shall be effective upon verification of the license having been issued.

Subd. 5. Licensed Faculty Members Column Changes. Faculty members who hold licenses shall become eligible for the column change language in this Section effective on February 1, 2003.

Subd. 6. Grand Parented Former MCCFA Column Language. Until June 30, 2004, faculty members who filed a letter of intent by June 20, 2000 with the college human resources office may utilize either the requirements as outlined above or the provisions contained in the 1998-99 MCCFA Labor Agreement to complete a column change.

Section 4. Step Movement. This section is reserved for potential use in the future.

Section 5. Salary Schedules.

Subd. 1. 2001-2002 Salary Schedule. The salary schedule for the 2001-2002 academic year, to be effective July 1, 2001, shall be as the salary schedules that were in effect for the 2000-2001 academic year.

STEPS	FORMER UTCE	COLUMN I	COLUMN II	COLUMN III	COLUMN IV
01	28,700	26,816	30,789	32,386	35,739
02	30,200	28,156	32,329	34,004	37,525
03	31,700	29,563	33,944	35,704	39,401
04	33,200	31,041	35,641	37,488	41,370
05	34,700	32,592	37,422	39,361	43,437
06	36,200	34,221	39,292	41,328	45,608
07	37,700	35,931	41,256	43,394	47,887
08	39,200	37,727	43,317	45,563	50,281
09	40,700	39,612	45,482	47,804	52,793
10	42,200	41,592	47,755	50,230	55,432
11	43,700	43,671	50,142	52,741	58,202
12	45,200	45,853	52,648	55,376	61,111
13	46,700				
14	48,200				
15	49,700				
16	51,200				
17	52,700				
18	54,200				
19	55,700				
20	57,200				
21	58,700				
22	60,200				

Former MCCFA Faculty Members: Full-Time faculty members on columns I, II, III, and IV above shall receive a one-time lump sum salary increase of four thousand eight hundred dollars (\$4,800.00). Part-Time faculty shall receive a pro rata portion of the lump sum salary increase based on actual F.T.E. of work assigned.

Former UTCE Faculty Members: Full-Time faculty members on the former UTCE column above shall receive a one-time lump sum salary increase of one thousand dollars (\$1,000.00) for the 2001-2002 academic year and one thousand dollars (\$1,000.00) for the 2002-2003 academic year. In addition, on July 1, 2002, faculty members on the former UTCE column shall be granted steps in accordance with the 1999-01 Contract. Such steps shall not exceed two (2) per academic year or three (3) over the period of academic years 2000-2001 and 2001-2002. Faculty members will also receive a one-time lump sum of one

hundred fifty dollars (\$150.00) for all additional salary units not used in the movement as described herein. Part-Time faculty shall receive a pro rata portion of the lump sum salary increase based on actual F.T.E. of work assigned.

Subd. 2. 2002-2003 Salary Schedule. Each faculty member shall be placed on the 2002-2003 salary schedule in accordance to the following:

Former MCCFA Faculty Members: Each faculty member on Column I who does not hold a Bachelor's degree shall be placed on Column I of the transition salary schedule at the base salary that is closest to but not less than his/her current base salary. Each faculty member on Column I who holds a Bachelor's degree shall be placed on Column II of the transition salary schedule at the base salary that is closest to but not less than his/her current base salary. Each faculty member on Column II shall be placed on Column III of the transition salary schedule at the base salary that is closest to but not less than his/her current base salary. Each faculty member on Column III shall be placed on Column IV of the transition salary schedule at the base salary that is closest to but not less than his/her current base salary. Each faculty member on Column IV shall be placed on Column V of the transition salary schedule at the base salary that is closest to but not less than his/her current base salary.

Each faculty member shall then be placed on the 2002-2003 salary schedule and advance one step except that faculty members who are on Column V, Step 12 shall be advanced two steps.

Former UTCE Faculty Members. Each faculty member shall be placed on Column I of the transition salary schedule at the base salary that is closest to but not less than their current base salary. Each faculty member shall then be placed on the 2002-2003 salary schedule and advance one step.

[Intentionally left Blank]

The transition salary schedule is as follows:

STEPS	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
01	28,750	32,250	35,750	39,250	42,750
02	30,500	34,000	37,500	41,000	44,500
03	32,250	35,750	39,250	42,750	46,250
04	34,000	37,500	41,000	44,500	48,000
05	35,750	39,250	42,750	46,250	49,750
06	37,500	41,000	44,500	48,000	51,500
07	39,250	42,750	46,250	49,750	53,250
08	41,000	44,500	48,000	51,500	55,000
09	42,750	46,250	49,750	53,250	56,750
10	44,500	48,000	51,500	55,000	58,500
11	46,250	49,750	53,250	56,750	60,250
12	48,000	51,500	55,000	58,500	62,000
13	49,750	53,250	56,750	60,250	63,750
14	51,500	55,000	58,500	62,000	65,500
15	53,250	56,750	60,250	63,750	
16	55,000	58,500	62,000	65,500	
17	56,750	60,250	63,750		
18	58,500	62,000	65,500		
19	60,250	63,750			
20	62,000	65,500			
21	63,750				
22	65,500				

The salary schedule for the 2002-2003 academic year, to be effective January 1, 2003, shall be as follows:

STEPS	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
01	30,000	33,500	37,000	40,500	44,000
02	31,750	35,250	38,750	42,250	45,750
03	33,500	37,000	40,500	44,000	47,500
04	35,250	38,750	42,250	45,750	49,250
05	37,000	40,500	44,000	47,500	51,000
06	38,750	42,250	45,750	49,250	52,750
07	40,500	44,000	47,500	51,000	54,500
08	42,250	45,750	49,250	52,750	56,250
09	44,000	47,500	51,000	54,500	58,000
10	45,750	49,250	52,750	56,250	59,750
11	47,500	51,000	54,500	58,000	61,500
12	49,250	52,750	56,250	59,750	63,250
13	51,000	54,500	58,000	61,500	65,000
14	52,750	56,250	59,750	63,250	66,750
15	54,500	58,000	61,500	65,000	
16	56,250	59,750	63,250	66,750	
17	58,000	61,500	65,000		
18	59,750	63,250	66,750		
19	61,500	65,000			
20	63,250	66,750			
21	65,000				
22	66,750				

Section 6. 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 7. 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.

Miscellaneous duties paid for from the all college fund shall be paid to faculty members on the same basis as to others with like assignments. Payment for assignments for mentoring/monitoring instruction in the college/high school credit programs shall be paid on a pro rata credit equivalent basis.

Section 8. 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 fifteen dollars (\$15) per lecture credit and thirty dollars (\$30) 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 fifteen dollars (\$15) per lecture credit and thirty dollars (\$30) per lab credit.

Section 9. 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 10. 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 other faculty members teaching more than three (3) credits for the summer session, shall be paid a pro-ration of the faculty member's salary schedule for the previous academic year.

Section 11. 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 pro-ration 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 shall be compensated at the rate of five hundred and twenty-five dollars (\$525) to one thousand fifty dollars (\$1,050) per semester credit. If a temporary faculty member is rehired for a subsequent year, the faculty member shall be entitled to a minimum increase of one hundred dollars (\$100) per credit up to the maximum of one thousand fifty dollars

(\$1,050). An assignment in an academic year qualifies the faculty member to move up the pay increase progression if hired during a subsequent academic year. Current temporary part-time faculty will not be reduced in the wage per credit and will be granted a minimum increase of one hundred dollars (\$100) if employed during the previous academic year.

Section 12. Unlimited Part-Time Wages. Unlimited part-time faculty members shall be paid a pro-ration 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. 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 13. 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 14. 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 \$127.50 per semester for each one-half (1/2) hour lesson per week.

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

Section 15. 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 16. Overload Assignments.

- 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. 8 and Section 3, Subd. 3. The forty percent (40%) total for a given year refers to the academic year and 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 assigned field or licensed area, 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, customized training compensation, and short-term substitute faculty work 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. The previous two (2) memoranda on minority interns and Bush grants remain in effect.

Section 17. 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 expenses or expenses for services not covered by health or dental insurance as permitted by law or regulation, up to a maximum of five thousand dollars (\$5,000) per insurance year.

Section 18. Dependent Care Expense Account. The Employer agrees to provide insurance-eligible faculty members with the option to participate in a dependent care reimbursement

program for work-related dependent care expenses on a pretax basis as permitted by law or regulation.

Section 19. Other Pre-tax Expense Account. The Employer agrees to provide faculty members with the option to participate in a expense account for payment of parking fees and transit expenses on a pretax basis as permitted by law or regulation.

Section 20. Appeals. Any grievances filed under this article shall be filed initially at Step 02 of the grievance procedure consistent with time limits provided therein.

ARTICLE 14 LEAVES OF ABSENCE WITH PAY

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

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

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

Subd. 1. Adoption Leave. A faculty member shall be granted up to five (5) days, charged against sick leave, for placement of an adoptive or foster child.

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

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

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

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

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

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.

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 eight (8) 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 (½) day increments. Faculty members who have accrued a fractional day other than a one-half (1/2) day may also use that fractional day.

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

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

Section 8. Legal Leave.

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

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

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

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

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

ARTICLE 15
LEAVES OF ABSENCE WITHOUT PAY

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

- A. Be reinstated to his/her original position or to a position of similar status and pay.
- B. Retain seniority accrual, salary and benefit status and other advantages accrued prior to taking the leave.
- C. Not accrue or use sick leave or personal leave during the period of the unpaid leave.
- D. Not receive service credit toward fulfillment of his/her probationary period.
- E. Be eligible to continue benefits provided by this contract at his/her own expense during the leave of absence.

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

Section 2. Military Leave. Leave shall be granted to a faculty member who enters into active military service in the armed forces of the United States for the period of military service, not to exceed four (4) years.

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

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

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

Subd. 3. Extension. The faculty member may elect to extend the parenting leave for an additional six (6) months by notifying the Employer of this election in writing. The faculty

member's election to extend the leave shall be submitted at least six (6) weeks before the ending date of the previously scheduled parenting leave.

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

Subd. 5. Leave Synchronization. The initial leave or subsequent extension may be adjusted by the College President to the next natural academic schedule break following the scheduled ending date of the initial leave or subsequent extension of that leave.

Subd. 6. Mutual Agreement. The provisions of this section may be altered by mutual agreement among the College President, the faculty member, and MSCF.

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

Section 4. General Leave. A faculty member shall be considered for a general leave that the Employer may grant under the following conditions:

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

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

Subd. 3. Mutual Agreement. The provisions of this section may be altered by mutual agreement among the College President, the faculty member, and MSCF.

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

or equal to one (1) academic year, the time spent on the leave shall count for sabbatical eligibility.

Section 5. Extended Leaves of Absence. Full-Time employees who are eligible and apply for extended leave under M.S. 136F.43, Subd. 2. (a full-time faculty member who has been employed by the state college and/or Minnesota State Colleges and Universities Board of Trustees for at least five (5), years and has at least ten (10) years of allowable service as defined 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. Effective with layoff notices issued during the 2002-2003 academic year, 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 (12½%) of the faculty member's accumulated but unused sick leave bank times the faculty member's regular daily rate of pay at the time of separation. If necessary, accumulated but unused bank days shall be added to the sick leave balance to attain the one hundred and twelve (112) days maximum. Faculty members who become eligible for severance pay pursuant to Subd. 1. A, C, and D above shall receive a lump sum payment during the pay period immediately following their last pay period.

Subd. 3. Reinstatement. Should any faculty member who has received a sick leave liquidation payment be subsequently reappointed to state service, eligibility for future a sick leave liquidation payment shall be computed upon the difference between the amount of accumulated but unused sick leave restored to the faculty member's credit at the time the faculty member was reappointed and the amount of accumulated but unused sick leave at the time of the faculty member's subsequent eligibility for a sick leave liquidation payment. However, if the faculty member has bought back the total amount of sick leave previously paid off on severance, eligibility for future a sick leave liquidation payment shall be computed upon the amount of accumulated but unused sick leave to the faculty member's credit at the time of the faculty member's subsequent eligibility for a sick leave liquidation payment.

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

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

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

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

Subd. 3. Compensation. An eligible faculty member who elects early separation through resignation or early retirement shall receive compensation equal to base salary. An eligible faculty member who elects such early separation shall receive compensation equal to base

salary minus twenty percent (20%) of base salary for each year beyond age sixty (60). The faculty member shall receive the compensation in two (2) equal annual payments: the first upon separation and the second in the following year or on other reasonable terms as conveyed by the faculty member and accepted by the administration.

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

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

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

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

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

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

Subd. 1. Eligibility. Faculty members hired prior to July 1, 1995 who have reached age fifty-five (55) and have fifteen (15) years of service shall be eligible for enhanced sick leave liquidation pay under the following provisions:

- A. All faculty members hired before July 1, 1995 who have reached age fifty-five (55) and have fifteen (15) years of service shall be eligible for enhanced sick leave liquidation pay upon permanent separation from state service.
- B. All faculty members who are separated by reason of death shall receive enhanced sick leave liquidation pay. Such payment shall be made to the beneficiary designated by the faculty member under the Minnesota Teacher's Retirement Association, Retirement Plan in a city of the first class, or Individual Retirement Account Plan.
- C. All eligible unlimited full-time and unlimited part-time faculty members who are laid off from service in the technical colleges shall receive enhanced sick leave liquidation pay.

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

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

Subd. 3. Reinstatement. Should any faculty member who has received basic or enhanced sick leave liquidation pay be subsequently re-appointed to state service, eligibility for future sick leave liquidation pay shall be computed upon the difference between the amount of accumulated but unused sick leave restored to the faculty member's credit at the time the faculty member was re-appointed and the amount of accumulated but unused sick leave at the time of the faculty member's subsequent eligibility for basic or enhanced sick leave liquidation pay. However, if the faculty member has bought back the total amount of sick leave previously paid off as sick leave liquidation pay, eligibility for future sick leave liquidation pay shall be computed upon the amount of accumulated but unused sick leave to the faculty member's credit at the time of the faculty member's subsequent eligibility for sick leave liquidation pay.

Section 4. Retirement Incentive Grandparent Clause for Former UTCE Bargaining Unit Members.

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

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

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

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

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

Section 5. Payment of Benefits. Faculty members shall receive compensation for the benefits outlined in Sections 3. and 4. in three (3) equal payments, the first upon separation, the second on or about the first anniversary of separation and the remainder the following year not later than one day prior to the second anniversary of separation.

Section 6. Supplemental Retirement. The Employer shall make a contribution in an amount equal to the deductions made from the faculty member's salary. Deductions shall begin in the faculty member's third year of employment.

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

Subd. 1. Former MCCFA. Pursuant to M.S. 136.80, 136.81 and 356.24, the Employer shall deduct from the salary of full-time faculty members a sum equal to five percent (5%) of the annual salary paid after the first six thousand dollars (\$6,000) up to a maximum of two thousand dollars (\$2,000.00) for all eligible faculty members in the former MCCFA bargaining unit during the 2001-2002 academic year and up to a maximum of two thousand two hundred dollars (\$2,200.00) for all eligible faculty members in the former MCCFA bargaining unit during the 2002-2003 academic year to be paid into the Minnesota State Colleges and Universities Supplemental Retirement Account of the retirement fund.

Subd. 2. Former UTCE. The Employer shall also deduct from the salary of full-time faculty members a sum equal to five percent (5%) of the annual salary paid after the first six thousand dollars (\$6000) up to a maximum of one thousand two hundred dollars (\$1,200.00) for all eligible faculty members in the former UTCE bargaining unit during the 2001-2002 academic year and up to a maximum of one thousand six hundred dollars (\$1,600.00) for all eligible faculty members in the former UTCE bargaining unit during the 2002-2003 academic year to be paid into the Minnesota State Colleges and Universities Supplemental Retirement Account of the retirement fund.

Subd. 3. New Hires. Faculty members who become eligible for this benefit during the life of this contract shall receive the benefits in Subd. 1. above.

Section 7. Phased Retirement Program.

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

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

Subd. 2. Application Procedure. Faculty members who are eligible may request in writing to take part in the phased retirement program. Such written request shall be submitted prior to the end of fall semester in the academic year prior to the year the reduction is going to start. The length of the phased retirement period and the faculty member's annual workload shall be mutually agreed to by the faculty member and the college president, subject to the limitations in Subd. 3. Each application and any subsequent request for a change will be considered on a case-by-case basis. The agreed upon arrangements shall be made in writing between the faculty member and the college president. Faculty members who are considering a sabbatical during phased retirement should include such intention in the program application. A copy of the phased retirement agreement shall be forwarded to the chancellor's designee and the MSCF.

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

- A. A length of time no less than one (1) year and no more than ten (10) years.
- B. An annual workload no less than .33 FTE and no more than .67 FTE.

The level of reduction and the length of time of phased retirement may change upon mutual agreement of the faculty member and the college president. At the end of the phased retirement period the faculty member must retire from the Minnesota State Colleges and Universities system, unless circumstances give cause for the faculty member and the college president to end the phased retirement program early and the faculty member returns to full-time employment. Faculty members who are in a phased retirement program shall be counted as full-time for the purpose of meeting the hiring practices requirements contained in Article 18 of this contract.

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

Article 10 and be responsible for fifty per cent (50%) of the administratively assigned duty days regardless of the length of the semester.

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

- A. Faculty members who are on phased retirement shall receive sick leave and personal leave on a pro rata basis, i.e. if the phased retirement contract is for sixty-seven percent (67%), then the faculty member will be granted 6.7 days of sick leave and 1.34 personal leave days.
- B. Faculty members are urged to select the twenty (20) pay option during the year prior to phased retirement and continuing during the phased retirement program.
- C. Overload restrictions shall be determined for a faculty member on phased retirement based on the actual pay received during the fiscal year prior to the first year of a phased retirement program.
- D. Normal summer session rotation rights shall be maintained.
- E. Faculty members shall maintain eligibility for a sabbatical and the benefits shall be the same as for full-time faculty. Any remaining FTE needed to qualify during phased retirement shall accrue on a pro rata basis. The return requirement shall also be satisfied on a pro rata basis. The return requirement must be reachable in the plan in order to be eligible for the sabbatical leave.

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

Section 8. Post Retirement Health Care Savings Plan.

Subd. 1. Eligibility. All faculty members who have been employed with the Minnesota State College and University System or its predecessors for at least ten (10) years shall participate in the Post Retirement Health Care Savings Plan in accordance with Subd. 2 below.

Subd. 2. Methodology. Severance payments received on or after the implementation date of this Contract shall be paid in cash if the severance payment is being made because of the death or layoff of the faculty member, or if the gross amount of a severance payment to be paid under this Article is less than \$ 1,000.00. Fifty per cent (50%) of any other severance payment made after the implementation of this Contract shall be transferred to a Post Retirement Health Care Savings Account established under Minnesota Statutes 352.98.

Severance payments for the purpose of this section shall mean the cash payments provided for in Sections 1, 3, and 4 of this Article. Any provision contained in Section 4 of this Article that relates to the health insurance premiums shall not be considered as a severance payment.

ARTICLE 17 PROFESSIONAL DEVELOPMENT AND ACADEMIC AFFAIRS

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

These funds are to be used to support the professional development of the faculty, the 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 the 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 two hundred ten thousand dollars (\$210,000). 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. 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 thirty thousand dollars (\$30,000) 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).
- D. Funds to cover the cost of the sabbaticals are available. Except in situations of financial exigency for the Minnesota state colleges, sabbatical leaves will not be denied for this reason.
- E. The number of sabbaticals approved for a college does not exceed ten per cent (10%) rounded up to the next whole number or one (1), whichever is greater, of the unduplicated headcount of unlimited (including probationary and provisional) full-time faculty and the total FTE of the minimum guarantees for unlimited part-time faculty on November 1 as published in the seniority rosters for that year for the former MCCFA bargaining unit at consolidated and community colleges.

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

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

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

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

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

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

Subd. 4. Additional Sabbatical Leaves. If requested by a college president and agreed to by the Office of the Chancellor and the MSCF, additional sabbatical leaves may be approved. Then, if a tie still exists, the tie shall be broken by a flip of the coin. At the request of either party, the tie shall be broken in the presence of an MSCF representative.

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

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

Subd. 7. Sabbatical Return Requirements. A faculty member who has taken a sabbatical leave shall be required to return to her/his college for at least one (1) academic year of service. If the faculty member refuses to do so, the faculty member will be required to repay the salary that was paid by the Employer during the sabbatical leave 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 in which the faculty member was expected to return.

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

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

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. A 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 subdivision 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.

Section 6. Collaborative Forum on Academic Affairs. A Joint Collaborative Forum on Academic Affairs shall meet at the request of either party to discuss and make recommendations to the parties on issues related to academic affairs.

Subd. 1. Membership.

The Forum shall consist of equal numbers of representatives appointed by the Chancellor and by the President of MSCF. The members of the Forum shall determine the chair of the Forum. The parties may bring additional issue-specific resource persons to the meetings of the Forum as necessary.

The parties also agree to participate in a larger, MnSCU-wide forum of a similar nature utilizing the representatives on the MnSCU/MSCF Forum. Details of the workings of the larger forum shall be established through discussions among all participants.

Subd. 2. Scope. The Forum shall accept on its agenda any academic affairs matter as brought forth by either party. Either party may refer a matter to the larger forum (Subd. 1.B.), thereby removing it from the agenda of the MnSCU/MSCF Forum.

Subd. 3. Mission. The members of the Forum shall meet as necessary to inform themselves on these issues, explore, investigate, and discuss them in a collaborative manner, and make a joint recommendation(s) to the Chancellor and the President of MSCF. The recommendation may be for independent or joint action(s) including recommendation for changes in the Employment Contract or current Memoranda of Understanding (MOU or MOA).

Subd. 4. Process. The Forum shall conduct its meetings using interest-based problem solving under the auspices of a facilitator. The facilitator shall be agreeable to both parties. The fees and expenses of the facilitator shall be paid by MnSCU.

When the Forum makes recommendations for changes to either the Employment Contract or to an MOU/MOA, those recommendations, if forwarded by the Chancellor and the President

of MSCF, shall be implemented through a process of meet and negotiate.

Section 7. Changes in Credential Field(s). If the Office of the Chancellor modifies the faculty member's assigned credential field(s) in such a way that the faculty member must retrain, then the Employer will bear all costs, including release time, for the retraining.

ARTICLE 18 EXPENSE ALLOWANCES

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

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

ARTICLE 19 INSURANCE

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

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

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

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

- A. Holds a temporary full-time, an unlimited full-time or an unlimited part-time appointment with annual guarantee of at least twelve (12) semester credits or its equivalent: or
- B. Holds a temporary part-time appointment and meets the following conditions:
 - 1. Initial qualification requires an appointment at one (1) institution totaling at least six (6) credits per semester over two (2) consecutive academic year semesters. Such eligibility starts at the beginning of the second semester.

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

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

- A. **Faculty members with a work-related injury/disability.** A faculty member who was off the state payroll due to a work-related injury or work-related disability may continue to participate in the group insurance program as long as such a faculty member receives workers' compensation payments or while the workers' compensation claim is pending.
- B. **Totally disabled faculty members.** Consistent with M.S. 62A.148, certain totally disabled faculty members may continue to participate in the group insurance program.
- C. **Retired faculty members.** A faculty member who retires from State service, is not eligible for regular (non-disability) Medicare coverage, has five (5) or more years of allowable pension service, and meets the age or length of service requirements of TRA or MSRS [(thirty (30) years service, no age limit; or fifty five (55) years of age, not less than three (3) years of service; or Rule of Ninety (90)] and is entitled at the time of retirement to immediately receive a retirement benefit under Minnesota Statute 354B or an annuity under a retirement program, may continue to participate in the health and dental coverages offered through the Group Insurance Program. Pension service includes service from K-12, Joint Vocational, or Intermediate Districts.

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

- D. **Summer Coverage - Unlimited Faculty.** A faculty member who submits a resignation but has completed the academic year and is enrolled in the group insurance program continues that eligibility and the employer contribution through the summer. This paragraph shall not apply to those faculty members who retire; however, faculty members who elect early retirement continue to be provided with the provisions of Article 16,

Sections 2, 3 or 4. This paragraph does not change current practice relative to the provisions of Article 16, Sections 2, 3 or 4, if eligible.

- E. **Summer Coverage - Temporary Faculty.** A faculty member on a temporary appointment who is eligible to participate in the group insurance program continues that eligibility during the summer if notice has been received from the college president (provost) or designee by May 31 of each year that the faculty member will be re-hired in an insurance-eligible position (at least six (6) credits or its equivalent) for the subsequent fall term.
- F. **Summer Coverage - Probationary Faculty.** A faculty member who is on a probationary appointment who is eligible to participate in the group insurance program continues that eligibility during the summer if the faculty member is either continuing on at the college for another year or has been hired at another college by May 31 of each year.
- G. **Sabbatical Leave.** A faculty member eligible to participate in the group insurance program immediately prior to taking a sabbatical leave continues that eligibility during the sabbatical leave.
- H. **Faculty Members on Layoff.** A faculty member who is eligible to participate in the group insurance program immediately prior to being placed on layoff continues that eligibility during the recall period.
- I. **Faculty Members on Unpaid Leave of Absence.** A faculty member who is eligible to participate in the group insurance program immediately prior to taking an unpaid leave of absence continues that eligibility during the unpaid leave of absence at his/her own expense.

Subd. 3. Dependents. Eligible dependents for the purposes of this article are as follows:

- A. **Spouse and Same Sex Domestic Partner.** The spouse or same sex domestic partner of an eligible faculty member (if not legally separated). For the purposes of health insurance coverage, if that spouse or same sex domestic partner works full-time for an organization employing more than one hundred (100) people and elects to receive either credits or cash (1) in place of health insurance or health coverage or (2) in addition to a health plan with a seven hundred and fifty dollar (\$750) or greater deductible through his/her employing organization, he/she is not eligible to be a covered dependent for the purposes of this Article. If both spouses or same sex domestic partners work for the State or another organization participating in the State's Group Insurance Program, neither spouse or same sex domestic partner may be covered as a dependent by the other, unless one spouse or same sex domestic partner is not eligible for a full Employer Contribution as defined in Section 3A. Same sex domestic partnership is defined in Appendix C.
- B. **Children and Grandchildren.** An eligible faculty member's unmarried dependent children and unmarried dependent grandchildren: (1) through age eighteen (18); or (2)

through age twenty-four (24) if the child or grandchild is a full-time student at an accredited educational institution; or (3) a handicapped child or grandchild, regardless of age or marital status who is incapable of self-sustaining employment by reason of mental retardation, mental illness or physical disability and is chiefly dependent on the faculty member for support. The handicapped dependent shall be eligible to continue coverage as long as s/he continues to be handicapped and dependent, unless coverage terminates under the contract. Children or grandchildren who become handicapped after they are no longer eligible dependents under (1) and (2) above may not be considered eligible dependents unless they are continuing coverage as a dependent through the faculty member's prior Employer.

"Dependent Child" includes a faculty member's: (1) biological child, (2) child legally adopted by or placed for adoption with the faculty member, (3) foster child, and (4) stepchild. To be considered a dependent child, a foster child must be dependent on the faculty member for his/her principal support and maintenance and be placed by the court in the custody of the faculty member. To be considered a dependent child, a stepchild must maintain residence with the faculty member and be dependent upon the faculty member for his/her principal support and maintenance.

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

If both spouses or same sex domestic partners work for the State or another organization participating in the State's Group Insurance Program, either spouse or same sex domestic partner, but not both, may cover their eligible dependent children or grandchildren. This restriction also applies to two divorced, legally separated, or unmarried faculty members who share legal responsibility for their eligible dependent children or grandchildren.

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

- A. termination of employment (except for gross misconduct);
- B. layoff;
- C. reduction of hours to an ineligible status;
- D. dependent child becoming ineligible due to change in age, student status, marital status, or financial support (in the case of a foster child or stepchild);

- E. death of faculty member;
- F. divorce, legal separation, or termination of same sex domestic partnership; or
- G. covered faculty member's entitlement to or enrollment in Medicare.

Section 3. Eligibility for Employer Contribution. This section describes eligibility for an employer contribution toward the cost of coverage.

Subd. 1. Full Employer Contribution. Faculty members covered by this contract and whose total appointments are at least seventy-five percent (75%) of the full-time work assignment load for the academic year shall receive the full employer contribution for health, dental and basic life coverage(s).

Subd. 2. Partial Employer Contribution. Faculty members covered by this contract and whose total appointments are at least six (6) credits per semester but less than seventy-five percent (75%) of the full-time work assignment load for the academic year shall receive the full employer contribution for basic life coverage, and at the faculty member's option, a partial employer contribution for health and dental coverage(s). The partial employer contribution for health and dental coverage(s) is fifty percent (50%) of the full employer contribution.

Subd. 3. Special Eligibility. The following faculty members also receive an employer contribution:

A. Faculty Members on Layoff.

1. A former MCCFA faculty member who receives a full employer contribution, who has three (3) or more years of continuous service, and who has been laid off, remains eligible for a full employer contribution and all other benefits provided under this Article for twelve (12) months from the date of layoff.
2. A former UTCE faculty member who receives a full employer contribution, who has five (5) or more years of continuous service, and who has been laid off, remains eligible for a full employer contribution and all other benefits provided under this Article for twelve (12) months from the date of layoff.
3. A former UTCE faculty member who receives a full employer contribution, who has four (4) years of continuous service, and who has been laid off, remains eligible for a full employer contribution and all other benefits provided under this Article for six (6) months from the date of layoff.

B. Work-Related Injury/Disability. A faculty member who receives an employer contribution and who is off the state payroll due to a work-related injury or a work-related disability remains eligible for an employer contribution as long as such a

faculty member receives workers' compensation payments. If such faculty member ceases to receive workers' compensation payments for the injury or disability and is granted a disability leave under Article 15, Section 4 he/she shall be eligible for an employer contribution during that leave.

- C. **Summer Coverage - Unlimited Faculty.** A faculty member who submits a resignation but has completed the academic year and is enrolled in the group insurance program continues that eligibility and the employer contribution through the summer. This paragraph shall not apply to those faculty members who retire; however, faculty members who elect early retirement continue to be provided with the provisions of Article 16, Sections 2, 3 or 4. This paragraph does not change current practice relative to the provisions of Article 16, Sections 2, 3 or 4, if eligible.
- D. **Summer Coverage - Temporary Faculty.** A faculty member on a temporary appointment who is eligible for an employer contribution continues to receive the employer contribution during the summer if notice has been received from the college president (provost) or designee by May 31st of each year that the faculty member will be re-hired in an insurance-eligible position (at least six (6) credits or its equivalent) for the subsequent fall term.
- E. **Summer Coverage - Probationary Faculty.** A faculty member who is on a probationary appointment who is eligible for an employer contribution continues to receive the employer contribution during the summer if the faculty member is either continuing on at the college for another year or has been hired at another college by May 31 of each year.
- F. **Sabbatical Leave.** A faculty member eligible for an employer contribution immediately prior to taking a sabbatical leave continues to receive the employer contribution during the sabbatical leave.

Subd. 4. Maintaining Eligibility for Employer Contribution.

- A. **General.** A faculty member who receives a full or partial employer contribution maintains that eligibility as long as the faculty member meets the employer contribution eligibility requirements, and appears on a state payroll for at least one full working day during each payroll period. This requirement does not apply to faculty members who receive an employer contribution while on layoff or who are off state payroll due to a work-related injury or disability as described above.
- B. **Unpaid Leave of Absence.** If a faculty member is on an unpaid leave of absence, then leave cannot be used for the purpose of maintaining eligibility for an employer contribution by keeping the faculty member on a state payroll for one working day per pay period. For a faculty member returning from an approved unpaid leave of absence of less than a full academic year, the employer contribution shall resume immediately following the end of the last semester of the leave.

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

D. **FMLA Leave.** A faculty member who is on an approved FMLA leave maintains eligibility for an employer contribution. (See Attachment 2)

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 2, 2002. The employer contribution amounts and rules in effect on June 30, 2001 will continue through January 1, 2002.

Subd. 1. Contribution Formula -- Health Coverage.

A. **Faculty Member Coverage.** 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).

B. **Dependent Coverage.** For dependent health coverage, the Employer contributes an amount equal to ninety percent (90%) 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 one hundred percent (100%) 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.

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. All faculty members must make their choice of faculty member health and dental plans and choice of dependent coverage (if applicable) within sixty (60) calendar days of the date of initial appointment to an insurance eligible

position. When health and dental coverage are elected, the faculty member will automatically be enrolled in basic life coverage. Faculty members eligible for a partial Employer Contribution may elect health and dental coverage within sixty (60) calendar days of initial employment or during an open enrollment period. Faculty members who become eligible for a full Employer Contribution must make their choice of faculty member health and dental plans and dependent coverage within sixty (60) calendar days of becoming eligible. If faculty members do not choose a health plan administrator and a primary care clinic within this sixty (60) day timeframe, they will be enrolled in a Benefit Level One clinic that meets established access standards in the health plan with the largest number of Benefit Level One clinics in the county of the faculty member's residence at the beginning of the insurance year. If faculty members do not choose a dental plan within this sixty (60) day timeframe, they will be enrolled in the State Dental Plan.

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

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

Subd. 2. When Coverage May be Changed or Cancelled.

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

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

1. A change in legal marital status, including marriage, death of a spouse, divorce, legal separation and annulment; a change in same sex domestic partnership status as defined in Appendix C, including beginning or terminating a same sex domestic partnership, or the death of a same sex domestic partner.
 2. A change in number of dependents, including birth, death, adoption, and placement for adoption.
 3. A change in employment status of the faculty member, or the faculty member's or retiree's spouse, same sex domestic partner or dependent, including termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, a change in worksite, and a change in working conditions of the faculty member, the faculty member's or retiree's spouse, same sex domestic partner or dependent which results in a change in the benefits they receive under a cafeteria plan or a health or dental plan.
 4. A dependent ceasing to satisfy eligibility requirements for coverage due to attainment of age, student status, or other similar circumstances.
 5. A change in the place of residence of the faculty member, retiree or their spouse, same-sex domestic partner, or dependent.
 6. Significant cost or coverage changes (including coverage curtailment and the addition of a benefit package).
 7. A change in coverage of a spouse, same-sex domestic partner, or dependent under another Employer's plan.
 8. Entitlement to Medicare or Medicaid.
 9. Any other situations in which the group health or dental plan is required by the applicable federal or state law to allow a change in coverage.
- B. **Canceling Dependent Coverage During Open Enrollment.** In addition to the above situations, dependent health or dependent dental coverage may also be cancelled for any reason during the open enrollment period that applies to each type of plan (as long as allowed under the applicable provisions, regulations and rules of the federal and state law in effect at the beginning of the plan year).
- C. **Canceling Faculty Member Coverage.** A part-time faculty member may also cancel faculty member coverage within sixty (60) days of when one of the life events set forth above occurs.
- D. **Effective Date of Benefit Termination.** Medical coverage termination will take effect on the first of the month following the end of the pay period coinciding with or next following the date of the application to cancel coverage, or the loss of eligible faculty

member or dependent status. All other benefit coverage terminations will take effect on the first day of the pay period coinciding with or next following the date of the application to cancel coverage, or the loss of eligible faculty member or dependent status.

Subd. 3. Effective Date of Coverage.

- A. **Initial Effective Date.** The initial effective date of coverage under the Group Insurance Program is the first day of the first payroll period beginning on or after the 28th calendar day following the faculty member's first day of employment, re-employment, re-hire, or reinstatement with the State. A faculty member must be actively at work on the initial effective date of coverage, except that a faculty member who is on paid leave on the date State-paid life insurance benefits increase is also entitled to the increased life insurance coverage. In no event shall a faculty member's dependent's coverage become effective before the faculty member's coverage.

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

B. Delay in Coverage Effective Date.

1. **Basic Life.** If an faculty member is not actively at work on the initial effective date of coverage, coverage will be delayed until the first day of the pay period coinciding with or next following the faculty member's return to work. The effective date of a change in coverage is not delayed in the event that, on the date the coverage change would be effective, a faculty member is on an unpaid leave of absence or layoff.
2. **Medical and Dental.** If a faculty member is not actively at work on the initial effective date of coverage due to a reason other than hospitalization or medical disability of the faculty member or dependent, medical and dental coverage will be delayed until the first day of the pay period coinciding with or next following the faculty member's return to work.

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

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

Subd. 4. Open Enrollment.

- A. **Frequency and Duration.** There shall be an open enrollment period for health coverage in each year of this Contract, and for dental coverage in the first year of this Contract. Open enrollment periods shall last a minimum of fourteen (14) calendar days in the first year of the Contract and thirty (30) calendar days in the second year of the Contract. Open enrollment changes become effective on January 2, 2002 in the first year of this Contract, and on January 1, 2003 in the second year of this Contract.
- B. **Eligibility to Participate.** A faculty member eligible to participate in the State Employee Group Insurance Program, as described in Sections 2A and 2B, may participate in open enrollment. In addition, a person in the following categories may, as allowed in section 5D1 above, make certain changes: (1) a former faculty member or dependent on continuation coverage, as described in Section 2D, may change plans or add coverage for health and/or dental plans on the same basis as active faculty members; and (2) an early retiree, prior to becoming eligible for Medicare, may change health and/or dental plans as agreed to for active faculty members, but may not add dependent coverage.
- C. **Materials for Faculty Member Choice.** Each year prior to open enrollment, the Appointing Authority will give eligible faculty members the information necessary to make open enrollment selections. Faculty members will be provided a statement of their current coverage each year of the Contract.

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

Section 6. Basic Coverage for Health Insurance. (Faculty Member and Family Health Coverage)

Subd. 1. Minnesota Advantage Health Plan (Advantage). The health coverage portion of the State Employee Group Insurance Program is provided through the Minnesota Advantage Health Plan (Advantage), a self-insured health plan offering three (3) Benefit Level options. Provider networks and claim administration are provided by multiple plan administrators. Coverage offered through Advantage is determined by Section 6A2.

Subd. 2. Coverage Under the Minnesota Advantage Health Plan. From July 1, 2001 through January 1, 2002, health coverage under the SEGIP will continue at the level in effect on June 30, 2001. Effective January 2, 2002, 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 2002.**

2002 Benefit Provision	Benefit Level 1	Benefit Level 2	Benefit Level 3
Office visit copay (copay waived for preventive services)	\$5	\$10	\$20
Emergency room copay	\$50	\$50	\$50
Facility copays			
Per inpatient admission	\$0	\$200	\$400
Per outpatient surgery	\$0	\$75	\$150
Deductible for services <u>NOT</u> subject to copays (S/F)	\$100 single \$200 family	\$150 single \$300 family	\$300 single \$600 family
Coinsurance for services <u>NOT</u> subject to copays	0%	5%	10%
	(100% coverage after payment of deductible)	(95% coverage after payment of deductible)	(90% coverage after payment of deductible)

2002 Benefit Provision	Benefit Level 1	Benefit Level 2	Benefit Level 3
Coinsurance for durable medical equipment	80%	80%	80%
Copay for Formulary/non-formulary prescription drug plan	\$12 formulary \$25 non-formulary	\$12 formulary \$25 non-formulary	\$12 formulary \$25 non-formulary
Maximum drug out-of-pocket limit (S/F)	\$300 single \$600 family	\$300 single \$600 family	\$300 single \$600 family
Maximum non-drug out-of-pocket limit (S/F)	\$500 single \$1000 family	\$500 single \$1000 family	\$500 single \$1000 family

5. **Advantage Benefit Chart for Services Incurred During Plan Year 2003.**

2003 Benefit Provision	Benefit Level 1	Benefit Level 2	Benefit Level 3
Office visit copay (copay waived for preventive services)	\$5	\$10	\$20
Emergency room copay	\$50	\$50	\$50
Facility copays			
Per inpatient admission	\$0	\$200	\$400
Per outpatient surgery	\$0	\$75	\$150
Deductible for services <u>NOT</u> subject to copays (S/F)	\$100 single \$200 family	\$150 single \$300 family	\$300 single \$600 family
Coinsurance for services <u>NOT</u> subject to copays	0% (100% coverage after payment of deductible)	5% (95% coverage after payment of deductible)	10% (90% coverage after payment of deductible)
Coinsurance for durable medical equipment	80%	80%	80%
Copay for Formulary/non-formulary prescription drug plan	\$12 formulary \$25 non-formulary	\$12 formulary \$25 non-formulary	\$12 formulary \$25 non-formulary
Maximum drug out-of-pocket limit (S/F)	\$300 single \$600 family	\$300 single \$600 family	\$300 single \$600 family
Maximum non-drug out-of-pocket limit (S/F)	\$800 single \$1600 family	\$800 single \$1600 family	\$800 single \$1600 family

- B. **Services received from, or authorized by, a primary care physician within the primary care clinic.** Under Advantage, the health care services outlined in the benefits charts above shall be received from, or authorized by a primary care physician within the primary care clinic. Preventive care, as outlined in the Summary of Benefits, is covered at one hundred (100) percent for services received from or authorized by the primary care

clinic. The primary care clinic shall be selected from approved clinics in accordance with the Advantage administrative procedures. Unless otherwise specified in 6A2, services not received from, or authorized by, a primary care physician within the primary care clinic may not be covered. 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.

C. **Services not requiring authorization by a primary care physician within the primary care.**

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

D. **Prescription drugs.**

1. **Copayments and annual out-of-pocket maximums.**

For each year of the contract:

- **Formulary copayment:** Twelve dollar (\$12) copayment per prescription or refill for a formulary drug dispensed in a thirty-four (34) day supply.
 - **Non-formulary copayment:** Twenty-five dollar (\$25) copayment per prescription or refill for a non-formulary drug dispensed in a thirty-four (34) day supply.
 - **Out-of-pocket maximum:** There is an annual maximum eligible out-of-pocket expense limit for prescription drugs of three hundred dollar (\$300) per person or six hundred (\$600) per family.
2. **Insulin.** Insulin will be treated as a prescription drug subject to a separate copay for each type prescribed.

3. **Brand Name Drugs.** If the subscriber chooses a brand name drug when a bioequivalent generic drug is available, the subscriber is required to pay the standard co-payment plus the difference between the cost of the brand name drug and the generic. Amounts above the co-pay that an individual elects to pay for a brand name instead of a generic drug will not be credited toward the out-of-pocket maximum.
 4. **Special Coverage for "Grand fathered 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 four (34) day supply or one hundred (100) units when purchased with insulin.
- E. **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.
- F. **Out-of-area (and State) services provided by the plan administrator's national preferred provider organization.** Except as outlined in paragraph "g" below, coverage under this paragraph is only available to individuals whose permanent residence is outside the State of Minnesota and outside of the service areas of the health plans participating in Advantage. Eligible individuals who use the plan administrator's national preferred provider organization will be covered at Benefit Level One benefits. All terms and conditions outlined in the Summary of Benefits apply.
- G. **Covered children living with former spouses out of area.** Covered children living with former spouses outside the service area of the faculty member's plan administrator will be covered at Benefit Level One benefits. If available, services must be provided by providers in the plan administrator's national preferred provider organization.
- H. **Out-of-area (and State) services through out-of-network providers.** Coverage under this paragraph is available only to individuals whose permanent residence is outside the

State of Minnesota and outside of the service areas of the health plans participating in Advantage. All terms and conditions outlined in the Summary of Benefits apply.

1. **Deductible**. There is a three hundred fifty dollar (\$350) annual deductible per person, with a maximum deductible per family per year of seven hundred dollars (\$700).
 2. **Coinsurance**. After the deductible is satisfied, seventy percent (70%) coverage up to the plan out-of-pocket maximum designated below.
- I. **Lifetime maximums and non-prescription out-of-pocket maximums**. Coverage under Advantage is not subject to a per person lifetime maximum.

Plan Year 2002. Coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of five hundred dollars (\$500) per person, or one thousand dollars (\$1000) per family.

Plan Year 2003. Coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of eight hundred dollars (\$800) per person, or one thousand six hundred dollars (\$1,600) per family.

Subd. 3. Benefit Level One Health Care Network Determination. Issues regarding the health care networks for the 2003 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 2003 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 One 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 2002 insurance year was established, Benefit Level One access has changed, or those that are intended to address specific problems caused by a reduction in Benefit Level One 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 coin to determine who strikes first. One-half (1/2) of the fees and expenses of the neutral shall be paid by the Employer and one-half (1/2) by the Exclusive Representatives. The parties shall select a neutral within five (5) working days after no agreement is reached, and a hearing shall be held within fourteen (14) working days of the selection of the neutral.

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

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

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

- A. **Develop programs.** The Employer will develop and implement health promotion and health education programs, subject to the availability of resources. Each Appointing Authority will develop a health promotion and health education program consistent with the Department of Employee Relations policy. Upon request of any exclusive representative in an agency, the Appointing Authority shall jointly meet and confer with the exclusive representative(s) and may include other interested exclusive representatives. Agenda items shall include but are not limited to smoking cessation, weight loss, stress management, health education/self-care, and education on related benefits provided through the State Health Plan and HMO plans.
- B. **Health plan specification.** The Employer will require health plans participating in the Group Insurance Program to develop and implement health promotion and health education programs for State faculty members and their dependents.
- C. **Faculty member participation.** The Employer will assist faculty members' participation in health promotion and health education programs. Health promotion and health education programs that have been endorsed by the Employer (Department of Employee Relations) will be considered to be non-assigned job-related training pursuant to Administrative Procedure 21. Approval for this training is at the discretion of the Appointing Authority and is contingent upon meeting staffing needs in the faculty member's absence and the availability of funds. Faculty members are eligible for release time, tuition reimbursement, or a pro rata combination of both. Faculty members may be reimbursed for up to one hundred (100) percent 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.
- D. **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.

Section 7. 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 7 Subd. 2.

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

- A. **Co-payments.** Effective January 2, 2002, 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.

<u>Service</u>	<u>In-Network</u>	<u>Out-of-Network</u>
Diagnostic/Preventive	100%	50%
Fillings	80%	50%
Endodontics	80%	50%
Periodontics	80%	50%
Oral Surgery	80%	50%
Crowns	80%	50%
Prosthetics	50%	None
Prosthetic Repairs	50%	None
Orthodontics*	80%	50%

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

- B. **Deductible.** An annual deductible of one hundred twenty-five dollars (\$125) per person applies to State Dental Plan services received from out of network providers. The deductible must be satisfied before coverage begins.

- C. **Annual maximums.** State Dental Plan coverage is subject to a one thousand dollar (\$1,000) annual maximum benefit payable (excluding orthodontia) per person. "Annual" means per insurance year.
- D. **Orthodontia lifetime maximum.** Orthodontia benefits are available to eligible dependent children ages 8 through 18 subject to a two thousand eight hundred dollar (\$2,800) lifetime maximum benefit.

Section 8. Faculty Member Life Coverage.

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

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

Subd. 3. Additional Death Benefit. Faculty members who retire on or after July 1, 1985, shall be entitled to a five hundred dollar (\$500) death benefit payable to a beneficiary designated by the faculty member, if at the time of death the faculty member is entitled to an annuity under a State retirement program. A five hundred dollar (\$500) cash death benefit shall also be payable to the designated beneficiary of a faculty member who becomes totally and permanently disabled on or after July 1, 1985, and who at the time of death is receiving a State disability benefit and is eligible for a deferred annuity under a State retirement program.

Section 9. Optional Coverage.

Subd. 1. Life Coverage.

- A. **Faculty member.** A faculty member may purchase up to five hundred thousand dollars (\$500,000) additional life insurance, in increments established by the Employer, subject to satisfactory evidence of insurability. A new faculty member may purchase up to two (2) times annual salary or \$200,000, whichever is less, in optional faculty member life coverage within sixty (60) calendar days of hire without evidence of insurability.
- B. **Spouse or Same Sex Domestic Partner.** A faculty member may purchase up to five hundred thousand dollars (\$500,000) life insurance coverage for his/her spouse or same sex domestic partner in increments established by the Employer, subject to satisfactory evidence of insurability. A new faculty member may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse or same sex domestic partner life coverage within sixty (60) calendar days of hire without evidence of insurability.
- C. **Children/Grandchildren.** A faculty member may purchase life insurance in the amount of ten thousand dollars (\$10,000) as a package for all eligible children/grandchildren (as defined in Section 2C of this Article). Child/grandchild coverage requires evidence of insurability if application is made after the first sixty (60) calendar days of employment. Child/grandchild coverage commences fourteen (14) calendar days after birth.
- D. **Accelerated Life.** The additional faculty member, spouse or same sex domestic partner and child life insurance policies will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.
- E. **Waiver of Premium.** In the event a faculty member becomes totally disabled before age seventy (70), there shall be a waiver of premium for all life insurance coverage that the faculty member had at the time of disability.
- F. **Paid Up Life Policy.** At age sixty-five (65) or the date of retirement, a faculty member who has carried optional faculty member life insurance for the five (5) consecutive years immediately preceding the date of the faculty member's retirement or age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to fifteen (15) percent of the smallest amount of optional faculty member life insurance in force during that five (5) year period. The faculty member's post-retirement death benefit shall be effective as of the date of the faculty member's retirement or the faculty member age sixty-five (65), whichever is later. Faculty members who retire prior to age sixty-five (65) must be immediately eligible to receive a state retirement annuity and must continue their optional faculty member life insurance to age sixty-five (65) in order to remain eligible for the faculty member post-retirement death benefit.

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

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

Subd. 2. Disability Coverage.

- A. **Short-term Disability Coverage.** A faculty member may purchase short-term disability coverage that provides benefits of from three hundred dollars (\$300) to five thousand dollars (\$5,000) per month, up to two-thirds (2/3) of a faculty member's salary, for up to one hundred eighty (180) days during total disability due to a non-occupational accident or a non-occupational sickness. Benefits are paid from the first day of a disabling injury or from the eighth day of a disabling sickness. Coverage applied for within sixty (60) days of hire or becoming insurance eligible does not require evidence of insurability.
- B. **Long-term Disability Coverage.** New faculty members may enroll in long-term disability insurance within sixty (60) days of employment or insurance eligibility. The terms are the same as for faculty members who wish to add/increase during the annual open enrollment. During open enrollment only, a faculty member may purchase long-term disability coverage that provides benefits of from three hundred dollars (\$300) to five thousand dollars (\$5,000) per month, based on the faculty member's salary, commencing on the 181st calendar day of total disability, and not subject to evidence of insurability but with a limited term pre-existing condition exclusion. Faculty members should be aware that other wage replacement benefits, as described in the certificate of coverage (i.e., Social Security Disability, Minnesota State Retirement Disability, etc.), may result in a reduction of the monthly benefit levels purchased. In any event, the minimum is the greater of three hundred dollars (\$300) or fifteen (15) percent of the amount purchased. The minimum benefit will not be reduced by any other wage replacement benefit. In the event that the faculty member becomes totally disabled before age seventy (70), the premiums on this benefit shall be waived. When an eligible faculty member has elected to take the state's long term disability coverage, the state shall contribute one half (1/2) toward the premium or \$ 3.00 bi-weekly, whichever is less.

- C. **Accidental Death and Dismemberment Coverage.** A faculty member may purchase accidental death and dismemberment coverage that provides principal sum benefits in amounts ranging from five thousand dollars (\$5,000) to one hundred thousand dollars (\$100,000). Payment is made only for accidental bodily injury or death and may vary, depending upon the extent of dismemberment. A faculty member may also purchase from five thousand dollars (\$5,000) to twenty-five thousand dollars (\$25,000) in coverage for his/her spouse or same sex domestic partner, but not in excess of the amount carried by the faculty member.
- D. **Continuation of Optional Coverage During Unpaid Leave or Layoff.** A faculty 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 LICENSES/ASSIGNED 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 State President. 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 (assigned field or license area) and successfully complete probationary status. All unlimited full-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 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. Probation. 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.

Faculty members who were hired during the 2000-2001 and 2001-2002 under the provisions of the former MCCFA contract shall continue to have the obligation of completing two (2) years [four (4) semesters] of probationary status.

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. Provisional Unlimited Status. Faculty members hired before July 1, 2002, who do not meet minimum qualifications and who have satisfactorily completed probation shall be granted provisional unlimited status. Provisional unlimited status shall not exceed two (2)

years. The faculty member shall become unlimited full-time immediately upon satisfactory attainment of the minimum qualifications. Failure to meet minimum qualifications at the end of the two (2) years shall constitute just cause for immediate dismissal.

Subd. 4. 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 chancellor's designee 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. 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 per cent (40%) and eighty per cent (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 per cent (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 administration can not 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. Probation. 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.

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

Subd. 4. Conversion from Unlimited Part-Time to Unlimited Full-Time. Upon mutual agreement between the MSCF and the college president, a current unlimited part-time faculty member may be granted an unlimited full-time position at his/her college that includes his/her current unlimited part-time assignment.

Unlimited part-time faculty whose actual assignments exceed eighty percent (80%) for two (2) consecutive academic years shall be converted to unlimited full-time status at their college if there are no eligible unlimited full-time faculty members on layoff who claim the position. Assignments for replacement of other faculty on sabbatical leave or assignments paid from soft money will not qualify as actual assignments for purposes of automatic conversion to unlimited full-time. Such assignments shall be identified at the time the assignments are made.

Section 4. Temporary Full-Time. A temporary full-time faculty member is defined as a faculty member who has been hired for a full-time assignment for an academic year. A temporary full-time faculty member must meet the minimum qualifications for the credential field of the position. Such employment terminates at the end of the stated appointment. When the length of the temporary full-time position is known to be more than one year, the posting shall indicate the number of years. The typical duration of the posted position will be one (1) academic year, but a temporary full-time appointment may be continued for up to five (5) years without posting in the interim if no unlimited full-time faculty member is on layoff. Notwithstanding the provisions contained in Article 22, Section 8, Subd. 3, faculty who transfer to a temporary full-time position posted for more than one year shall be granted the position for the number of years contained in the posting.

When a faculty member who has held a temporary full-time appointment for three (3) full academic years is rehired to an unlimited full-time position in the same credential field, the faculty member shall receive an unlimited full-time appointment rather than a probationary

appointment. If a faculty member who holds a temporary full-time appointment for six (6) or more years requests unlimited status, s/he shall be granted such status if agreed to by the college president.

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.

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 (70%) of the total FYE MSCF bargaining unit ten (10) faculty as unlimited full-time faculty and that each state college employs no less than sixty percent (60%) of the total FYE MSCF bargaining unit ten (10) faculty as unlimited full-time faculty 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 report of total MSCF bargaining unit employment at all technical colleges, community colleges and comprehensive community colleges for the current year. This report will include all credit assignments, including overload during the academic year, activity credits, and fifty percent (50%) of the concurrent enrollment, provided by full-time and part-time faculty regardless of bargaining unit eligibility. It shall include all persons who are paid wages by the college or system regardless of funding source. Summer assignments including extra days and Financial Aid will not be included except for the remaining two (2) full-time unlimited financial aid directors employed at Century College, and Minneapolis Community and Technical College. Customized Training (credit and non-credit) provided by Customized Training faculty members as defined in Article 28 shall not be included in this calculation.
- B. The work that is done by temporary faculty members who are hired as replacements for sabbatical leaves and for MSCF release time shall be subtracted from the total at each college.
- C. The Hiring Practices requirement of seventy percent (70%) state-wide and sixty percent (60%) at each college shall be established by multiplying the total MSCF employment as described above times 0.70 and 0.60 and rounded to the nearest whole number. If the rounding down causes the percentage to go below seventy (70%) and sixty (60%), the number will be rounded up.

Subd. 2. Verification of Rosters. The unlimited full-time faculty roster as of February 15

shall include all instructors, counselors and librarians with the exception of new unlimited part-time faculty after July 1, 1987. No later than March 15 of each year, the system office and the MSCF shall jointly produce an analysis of the unlimited full-time MSCF faculty employed at each technical college, community college and consolidated community college for the current academic year. The analysis will examine each college. Customized Training faculty members as defined in Article 28 shall not be included in this analysis.

- A. Faculty who have been terminated for cause or have been non-renewed as of February 15 shall be subtracted from the total. Any faculty member who is on an unpaid leave of absence to serve as a MnSCU administrator for more than three (3) years shall also be subtracted from the total.
- B. The difference between the number of unlimited full-time faculty currently employed at each college as of February 15 and respective of deletions indicated above and the number needed to insure seventy percent (70%) and sixty percent (60%) as established in Subd. 1, paragraphs A and B above shall be the minimum number posted and hired. The posting of the required number of unlimited full-time positions needed to be in compliance with the hiring practices above shall occur no later than March 31, to allow for filling at the start of the next academic year. It is the intent of this section to provide compliance by the beginning of the next academic year. The system and the MSCF will meet no later than May 1 to assure that the number of positions posted will bring the colleges into compliance.

Class size increases may not be used to alter the ratio of unlimited full-time faculty to temporary part-time faculty.

Colleges with a higher percentage of unlimited full-time faculty than the sixty percent (60%) referenced above may not use the percentage of full-time faculty as a reason to issue layoff notices.

When special circumstances exist and agreement is reached between the MSCF and the Chancellor, terms of this subdivision may be waived or altered.

Section 8. Faculty Credential Fields (Assigned Fields and Licenses).

Subd. 1. Establishing A Credential Field. The original assigned field or license of instructors, counselors, or librarians shall be the field for which the faculty member was hired as approved by the college president. This assigned field or license must correspond to the majority of the assignments held. Upon initial hiring a written notice of the assigned field or license shall be sent to the faculty member and MSCF and a written notice of any change in assigned field or license shall be sent to the faculty member and MSCF. A student activity assignment shall not be considered an assigned field. The faculty member shall file both a written application form and official copies of required transcripts. The evaluation of those credentials shall be provided to the faculty member and to the MSCF.

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

- A. Initial Hire. As part of the original credential field when the assignment is verified by the college to include at least six (6) credits per semester for two (2) semesters within the first two (2) academic years, the college president verifies that the assignment will continue, and the faculty member meets the minimum qualifications for the credential field.
- B. Subsequent to Unlimited Status. As an additional assigned field when an unlimited full-time or unlimited part-time faculty member has completed assignments of at least four (4) credits per semester in the requested assigned field, for two (2) semesters within two (2) consecutive academic years, the college president verifies that the assignment will continue, and the faculty member meets minimum qualifications for the assigned field.
- C. Subsequent to Unlimited Status. As an additional license when an unlimited full-time or unlimited part-time faculty meets licensure requirements and is reassigned into the new license area.
- D. Layoff Prohibition. A faculty member shall not be granted an initial or subsequent credential field at a college if another faculty member is on notice of layoff or on layoff in that credential field at the college.

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

ARTICLE 21 SENIORITY

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

For purposes of seniority, all Minnesota state colleges shall be considered to have the same starting date for comparable semesters. The semester starting date shall be the earliest date published each year for each semester at a Minnesota State College as the first work date for the

faculty. When a faculty member's first employment date is prior to the starting date, the extra days worked shall be reflected on the seniority roster and may be used if necessary in the tie breaking process. When a faculty member's first employment date is later than the common date, the actual starting date will be the starting date.

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

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

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

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

Subd. 1. Small Business Management, Farm Business Management, Computer Small Business, Lamb and Wool Management, Specialty Crops Management, and other like programs faculty will have site-based seniority only. Faculty members who transfer to an existing or new site will retain seniority rights to their original site or campus.

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

Subd. 3. Native American Reservations faculty will have site-based seniority only. Native American Reservations faculty who had position rights at a campus/college prior to July 1, 1995, will retain all other rights provided in this agreement. Faculty members who transfer to a Native American Reservation site will retain seniority rights to their original site or campus.

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

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

Section 5. Posting and Recalculation. The seniority roster shall be posted by November 1 of each academic year. Faculty members may request seniority recalculations within thirty (30) calendar days after distribution of the seniority roster. The Office of the Chancellor 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 colleges, 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 1., 2., and 3. 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.

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

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

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

**ARTICLE 22
LAYOFF AND FACULTY TRANSFERS**

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

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

Subd. 2. Layoff Notice Timelines. If a layoff is contemplated by the administration, the faculty member on the unlimited full-time seniority roster who is to be laid off shall be notified of the impending layoff no later than November 1 to be effective on the last day of the next spring semester. Unlimited part-time faculty members shall be notified in writing of impending layoff by November 1 of an impending layoff to be effective at the end of the

spring semester, and no later than April 1 of an impending layoff to be effective at the end of the following fall semester. The layoff is subject to the Shared Governance language contained in Article 8.

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

- A. Temporary faculty members in the credential field shall be terminated before a probationary faculty member is terminated.
- B. Probationary faculty members in the credential field shall be terminated before any unlimited faculty member is laid off.
- C. Unlimited part-time faculty shall be laid off based on inverse seniority within the credential field prior to any unlimited full-time faculty member.

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

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

Section 2. Layoff Procedure for Colleges with Multiple-Campuses or Sites. The following provisions are operative on a college-wide basis.

Subd. 1. Identification of Positions to be Eliminated.

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

Subd. 2. Issuance of Lay off Notices and/or Termination Notices and Identification of Positions to be Eliminated.

- A. Layoff notices shall be given to the least senior faculty member(s) in the area of assignment/licensure from which positions are being eliminated.

- B. Termination notices shall be issued in the following order:
 - 1. Temporary Faculty
 - 2. Probationary Faculty

- C. Lay off notices shall be issued in the following order:
 - 1. Unlimited part-time faculty.
 - 2. Least senior unlimited full-time faculty.

- D. The position(s) occupied by those least senior faculty who have received notice of layoff and/or termination notices shall be declared vacant in an (FTE) amount needed to accommodate the reassignment of more senior faculty whose positions are being eliminated, consistent with Subds. 3 and 4 of this section below.

Subd. 3. Reassignment of Senior Faculty.

- A. The most senior faculty member whose position is being eliminated shall be offered his/her choice of reassignment to the vacated position(s) as specified in Subd. 2 of this section.

- B. The college will make the offer of reassignment within 10 days of the date the layoff notice was received by the faculty member.

- C. If the faculty member declines this offer of reassignment, then s/he shall accept the layoff, unless the layoff is rescinded prior to the effective date of layoff.

Subd. 4. Reassignment of Senior Faculty due to Multiple Layoffs. If it is necessary to eliminate the positions of (and reassign) more than one senior faculty member, the affected faculty members shall choose the vacated position to which they will be reassigned according to the following order:

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

- B. The second most senior faculty member shall have the second choice and so forth.

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

Subd. 6. Reassignment, Transfer and Claiming.

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

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

Section 3. Multiple Credential Fields.

Subd. 1. Multiple Assigned Fields. A faculty member who has more than one (1) assigned field may be by-passed for the purpose of layoff, when s/he has adequate seniority in another assigned field(s) and sufficient workload is available in such field(s) to retain full-time employment. When this occurs, the faculty member may not be assigned to teach in the assigned field where the layoff occurred until such time that the laid-off faculty member has claimed another full-time unlimited position, had his/her layoff rescinded, resigned, or had his/her four (4) year claiming rights expire, whichever comes first. When the more senior faculty member has provided notification of intent to claim part-time vacancies pursuant to this article, s/he shall be offered all available assignments for which s/he is qualified prior to the assignment of the less senior faculty member who was by-passed. If the more senior laid-off faculty member rejects an offer to claim such assignments, the by-passed faculty member may be reassigned in that field(s). The by-passed faculty member shall not be eligible for re-training as provided in this article. In the event it is later determined by the administration that a layoff is needed in the by-passed faculty member's other assigned fields(s) and that faculty member is given the layoff notice, any grievance appeal of such layoff shall be limited to the current circumstances in that assigned field.

Subd. 2. Multiple Licenses. Faculty members who are licensed in more than one (1) program area will be bypassed for layoff if she/he has greater seniority than another faculty member at the college in any of her/his additional license area(s) according to the following:

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

Section 4. Layoff Benefits for Former MCCFA Bargaining Unit Members.

Subd. 1. Eligibility. Eligibility for benefits provided by this section require the faculty member is employed at the time of notice at a stand-alone Community College or is employed at a Consolidated College in a credential field the Bureau of Mediation Services order issued on January 14, 1999 placed in the former MCCFA unit (See Appendix B).

Subd. 2. Reassignment for Retraining. Any unlimited full-time faculty member who receives a notice of layoff by the Employer shall be granted the equivalent of twenty-one

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

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

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

Subd. 4. Claiming Vacant Positions. Effective July 1, 2002, faculty members covered by this section may claim and reserve positions as specified below.

A. **Claiming Period.** For a period of four (4) years a laid off unlimited full-time faculty member may claim any bargaining unit vacancy in any of the Minnesota technical, community or consolidated colleges for which s/he meets the minimum qualifications for the assigned field or license of the vacancy. For a period of two (2) years, a laid off unlimited part-time faculty member may claim any part-time assignment at the college from which s/he is laid off and for which s/he meets the minimum qualifications for the assigned field or license of the vacancy. 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.

B. Process for Claiming Vacancies.

1. **Notice of Full-Time Vacancies.** The office of the chancellor 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 chancellor or designee of their intent to do so in writing within fifteen (15) days of the posting. In order to claim vacant positions, faculty members must hold either the credential field of the vacancy or meet the 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 an assigned field, designated assignment, or license area.

3. **Order of Claiming Posted Vacancies.** Current faculty members 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 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 5, Subdivision 4. A. above and who reserve the position via Section 5, Subdivision 4, B. above and Subd. 7 below by declaring such and by preparing an approved/amended retraining plan to meet minimum qualifications for the position.

C. **Claiming Part-Time Work Assignments.**

1. **Order of Claiming Part-Time Work.** Current faculty members who are on layoff may claim part-time work for which they are qualified in the following order:
 - a. Unlimited full-time faculty members who are on layoff and hold the assigned field or meet the minimum qualifications for the assigned field.
 - b. Unlimited part-time faculty members who are on layoff and hold the assigned field or meet the minimum qualifications for the assigned field may claim the part-time work at the college from which they are laid off, in seniority order.
2. **Notification to College Human Resource Designees.** No later than the effective date of layoff, the laid-off unlimited full-time faculty member shall file, with the human resources designee(s) at all colleges where s/he would accept part-time work for which s/he is qualified, a statement defining the minimum part-time work within

that college s/he would accept. This statement shall remain in effect until such time as the faculty member submits documentation to the college human resources designee(s) at each college where he/she would accept part-time work that the Office of the Chancellor has confirmed minimum qualifications for additional assigned field(s) and/or the faculty member announces a change in the statement above.

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

Those laid-off faculty members who have filed such statements shall be notified of all acceptable part-time vacancies for which they are qualified (either by holding the assigned field(s) or by receiving Office of the Chancellor confirmation of having met minimum qualifications for additional assigned fields). The faculty member may reject any part-time offer with no penalty. If the faculty member claims the part-time position, the faculty member shall not forfeit any unlimited faculty member rights, shall be considered to be on the layoff list, and shall be entitled to all rights of laid-off faculty members.

The faculty member shall have until ten (10) calendar days before classes begin to accept offers for part-time work in areas of claiming rights. The college human resource directors shall make every reasonable effort to make such offers in writing as soon as possible. The faculty member who accepts part-time work at one college will continue to have the right to accept offers from other colleges up until ten (10) calendar days before the classes begin. If a new section or a new course is added to the schedule within the ten (10) calendar days, then the faculty member on layoff must be contacted with the offer. The faculty member shall have the right to accept the offer, if possible, along with the other offers already accepted, but may not accept a new offer and cancel out of the previously accepted work.

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

Subd. 6. Health Insurance. The faculty member shall receive employer paid health insurance for one (1) year.

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 5. Layoff Benefits for Former UTCE Bargaining Unit Members.

Subd. 1. Eligibility. To be eligible to select 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 B) 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 no later than thirty (30) days prior to the actual layoff.

Subd. 2. Layoff Benefit Options. The following shall be effective July 1, 2002.

A. **Faculty Members with Five (5) Years of Service.** Options A and B below apply to faculty member 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) 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 vacant unlimited full time, temporary full time, or unlimited part time bargaining unit vacancy for which s/he meets the minimum qualifications of the credential field for a period of four (4) years.

The faculty member shall hold claiming rights to part time work only on his/her campus. To exercise these claiming rights, the faculty member must either hold the license for the work or meet minimum qualifications for the appropriate credential field.

Reserving Vacant Positions. The faculty member may reserve a vacant position, as

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

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

Health Insurance. The faculty member shall receive employer paid health insurance for one (1) year.

Option B.

Lump Sum Payment. A faculty member selecting this option shall receive a lump sum payment of twelve thousand dollars (\$12,000).

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

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

Health Insurance. The faculty member shall receive employer paid health insurance for one (1) year.

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

Claiming or Recall Rights. The faculty member shall hold claiming or recall rights to any vacant unlimited full time, temporary full time, or unlimited part time bargaining unit vacancy for which s/he meets the minimum qualifications of the credential field for a period of four (4) years.

The faculty member shall hold claiming rights to part time work only on his/her campus. To exercise these claiming rights, the faculty member must either hold the license for the work or meet minimum qualifications for the appropriate credential field.

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

Health Insurance. The faculty member shall also receive employer paid health insurance for six (6) months.

Subd. 3. Process for Claiming Vacancies.

A. **Notice of Full-Time Vacancies.** The Office of the Chancellor 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.

B. **Claiming Posted Vacancies.** Faculty members wishing to claim or reserve a vacant position must notify the Office of the Chancellor of their intent to do so in writing within fifteen (15) days of the posting. In order to claim vacant positions, faculty members must hold either the credential field of the vacancy or meet the minimum qualifications for the credential field of the vacancy at the time of the posting.

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.

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

1. Unlimited full-time faculty members who have been notified of layoff and hold the credential field or meet minimum qualifications for the credential field;
2. 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;
3. Unlimited full-time faculty members who have been notified of layoff or are laid off and within the claiming period indicated in Section 6, Subdivision 2. and who reserve the position via Section 6, Subdivision 2, A (Option A) and B. above by declaring such and by preparing an approved/amended retraining plan to meet minimum qualifications for the position.

Subd. 4. Interviewing for Positions held by Probationary Faculty. An unlimited faculty member who has been notified of layoff and has not chosen Option B shall have the right to interview for any position in the state occupied by a probationary faculty member who holds the same license. The Office of the Chancellor shall notify by certified mail all faculty members notified of layoff of all probationary positions for which they are qualified. Copies shall also be sent to the MSCF. If the faculty member is denied the position after the

interview, written rationale for the denial shall be provided to the faculty member by the college president or designee within ten (10) days. If the employee fails to request an interview within ten (10) days of the postmark of the notification, s/he waives the right to interview for a position whether at the college or state level. As long as the appropriate faculty notification and written rationale for the denial is provided, the decision is not subject to the grievance procedure. Once the process for an interview has been initiated by requesting an interview, the faculty member who is offered a position may accept or reject the offer even when the layoff notice is rescinded.

Section 6. Reinstatement of Position. If a faculty member has claimed a position within the state college system as provided for in this article, and the faculty member's original position is reinstated, said faculty member shall have the first right to reclaim such position.

Section 7. Consultation. The Minnesota State Colleges and Universities shall provide, upon request, consultation on retraining and transfer for faculty members who have received layoff notices.

Section 8. Faculty Transfers.

Subd. 1. Notification of Vacancies. The office of the chancellor shall distribute vacancy notices to the colleges for posting on the official bulletin board simultaneous with any external advertisements or postings. Copies shall also be sent to local faculty MSCF chapter presidents and the MSCF president or designee. No unlimited full-time position shall be filled until at least fifteen (15) calendar days have elapsed after posting period at the college, unless the Office of the Chancellor and the MSCF president have mutually agreed to an exception.

Subd. 2. Applying for a Permanent Transfer. A permanent transfer shall only be by mutual consent of the Employer, the faculty member, and the MSCF. An unlimited full-time or unlimited part-time faculty member who has not received a layoff notice and does not qualify to claim a vacancy and who is an applicant to fill an unlimited full-time vacancy shall be invited for an interview and shall be considered for filling the vacancy, if s/he meets the minimum qualifications for the assigned field/license of the vacancy at the time of the application. Unlimited faculty who apply for vacant positions shall do so by letter to the Office of the Chancellor and the college human resources designee within the posting period. The office of the chancellor shall notify the college where the vacancy is posted of those unlimited faculty who must be provided with an interview. Notification to faculty who are not successful applicants shall be sent prior to the announcement of the name of the successful applicant.

Subd. 3. Transfer to a Temporary Position. When the administration decides to post a temporary full-time position, an unlimited full-time faculty member may apply for a temporary transfer to such position. Unlimited full-time faculty members who desire to transfer to a posted temporary full-time vacancy shall do so in writing to the Office of the Chancellor with a copy to the human resources designee at the college of the posted vacancy,

within the timelines of the posting. The faculty member must hold the assigned field of the posted vacancy with a Master's degree in the assigned field of the vacancy or if the posted vacancy requires a license, the faculty member must meet minimum qualifications or hold the license at the time of the application. The faculty member must also have been employed by the Minnesota State Colleges for at least four (4) years.

All eligible unlimited full-time faculty members who apply for such a temporary transfer shall be considered for the vacancy. The eligible faculty member with the greatest system seniority shall be granted the temporary transfer unless the administration can provide specific valid reasons to prevent the transfer. Other candidates will only be considered for the posted vacancy if no eligible, unlimited full-time candidate applies. Upon termination of the temporary position, the faculty member shall be returned to previous position. The faculty member shall retain and accrue seniority at the college from which the temporary transfer took place.

Section 9. Involuntary Faculty Transfer. There shall be no involuntary transfers.

Section 10. 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.

In the exercise of academic freedom, the faculty member may, without limitation, discuss his/her own subject in the classroom. The faculty member may not, however, claim as a right the privilege of persistently discussing in the classroom any matter that has no relation to the course subject. There is an obligation to respect the dignity of others, to acknowledge their right to express differing opinions and to foster and defend intellectual honesty, freedom of inquiry and instruction.

A faculty member must follow course outlines as developed by and with colleagues in the department(s). The faculty member shall have the right to freely discuss the faculty member's subject in teaching, to choose teaching methods consistent with available resources, to evaluate student performance, to select library and other educational materials consistent with available resources, and to research and publish. The faculty member is entitled to freedom in research and in the publication of the results, subject to adequate performance of other academic duties.

When a faculty member speaks, writes or endorses products or candidates as a citizen, s/he is obligated to make certain that such endorsements or statements imply no endorsement by the college.

Section 4. Patents and Intellectual Property Rights.

Subd. 1. Faculty Ownership. A faculty member shall be entitled to complete ownership and control of any patentable discoveries or inventions, or of intellectual property and copyrighted material, except where the faculty member's normal workload was reduced for purposes of the development project, where the college has provided substantial support for or involvement in the project, or where the inventions or discoveries are produced as a result of agreements or contracts between the college and external sponsors. Intellectual property produced during a sabbatical leave shall be considered scholarly work.

Subd. 2. Shared Ownership. Ownership of intellectual property, or copyrighted material, or of patentable discoveries or inventions, shall be shared by the faculty member and the college in an equitable ratio if the intellectual property, or the discoveries or invention, are produced under one (1) or more of the following circumstances:

- A. With substantial college support and involvement;
- B. With release time granted with the expectation that patentable information or products will result;

C. Under an assigned duty and/or work-for-hire arrangement with an external sponsor.

Whenever possible, an equitable ratio of ownership shall be established in advance and incorporated into an agreement between the college and the faculty member. Fees involved in copyright and patent application shall be shared on the basis of the equitable ratio of ownership established above.

Subd. 3. Faculty Logs. A faculty member engaged in research which may lead to patentable or non-patentable inventions or discoveries, or intellectual property, shall maintain a log which includes dates and hours worked on the project, activities engaged in, and college facilities and resources involved.

Subd. 4. Course Outlines and Syllabi. Common course outlines that are departmentally developed and approved by the Academic Affairs and Standards Council shall belong to the college. A course syllabus is a scholarly work and as such is the sole property of the faculty member. Upon request, the faculty member shall provide a copy of the syllabus to the administration. The Academic Affairs and Standards Council will develop procedures for student access to syllabi.

Section 5. Faculty Member Work Rules. Each faculty member shall be given a copy of the Employer work rules and regulations. Each new or changed rule or regulation shall be distributed to faculty members upon adoption. Faculty members shall not be held accountable for such rules and regulations until distribution to the faculty members has been made.

Section 6. Confidentiality. Faculty members will not be required to disclose confidential information obtained by them regarding students, except to the extent that federal or state law requires disclosure of the information.

Section 7. Personnel Actions. The parties mutually agree to respect the confidentiality of personnel actions involving faculty members, except to the extent that federal or state law requires disclosure of personnel data.

Section 8. Paraprofessional Direction. When paraprofessionals in instructional, media, and student service programs are under direction of a faculty member, the responsibilities of the paraprofessional will be assigned by the faculty member. When the faculty member is not on duty, a paraprofessional shall report to the employee outside of the bargaining unit to whom the faculty member reports. Faculty members shall have the option to participate in the interview and selection of paraprofessionals to be added to the staff and assigned to them. Faculty input for the evaluation of paraprofessionals under their direction shall be advisory to the administration.

Section 9. Faculty Member Protection and Assistance.

Subd. 1. Assault. Faculty members shall report, as soon as practicable, cases of assault suffered by them in connection with their employment to the appropriate administrator or the college president, who shall comply with any reasonable request from the faculty member for

information in the possession of the administration relating to the incident or the person(s) involved, and shall act in appropriate ways as liaison between faculty member, the police and the courts to protect the faculty member from further aggravation regarding the matter.

Subd. 2. Legal Counsel. If civil proceedings are brought against a faculty member for acts committed while acting within the scope of employment, legal counsel shall be furnished in accordance with Minnesota Statutes.

ARTICLE 24 MISCELLANEOUS PROVISIONS

Section 1. College Closing. If a college closes because the Governor declares an emergency or the college president or designee declares an emergency pursuant to MnSCU policy, faculty members will not be required to make up the time lost during such closing, and such faculty members shall not lose salary or benefits as a result of such closing.

If college classes are canceled because the college president or designee declares an emergency pursuant to MnSCU policy, faculty members may make appropriate curricular adjustments as approved by administration (e.g. scheduling make up classes or meetings), or make duty adjustments as approved by management (e.g. office hours or other compensatory activities), or take personal leave. When the personal leave option is selected, the faculty member will submit the proper leave request as soon as possible.

If the MnSCU Board of Trustees desires to change Board Policy 4.41, the terms of this provision shall be discussed at the State level of Meet and Confer prior to being amended to reflect such changes.

Section 2. Classes at Other Institutions. Insofar as practicable, faculty member's schedules are to be arranged whenever requested to allow faculty members to attend classes at other institutions of higher education up to six (6) credits per semester.

Section 3. Tuition Waiver at Minnesota State Colleges.

Subd. 1. General Provisions. Faculty members holding temporary full-time, temporary part-time of seventy-five percent (75%) or more over an academic year, unlimited full-time, and unlimited part-time appointments shall be entitled to enrollment on a space available basis in courses at any Minnesota State College without payment of tuition. Such enrollment shall not exceed a total of twenty-four (24) credits per year. The faculty member may use the twenty-four (24) credits at any Minnesota State Colleges and Universities institution. In the event the faculty member does not fully exercise this right, the faculty member's spouse or dependents shall be eligible to take a maximum of sixteen (16) credits per year with waiver of tuition only at any Minnesota State College. "Space available" shall be interpreted to allow the faculty member, spouse, or dependent to register for classes through the normal registration process. However, individuals enrolled in a class under this provision shall not be included in the class tally count used in determining maximum class size.

Current faculty members and faculty members who have retired since June 30, 1995, shall be entitled to audit courses on a space available basis at any MnSCU State College as set forth above without paying tuition.

Subd. 2. Specific Applications. The following interpretation and application of tuition waiver shall apply:

- A. **More than Allowed Credits.** When an eligible faculty member, spouse, or dependent registers for more than the available credits as per Subd. 1 above the full number of available credits of tuition shall be waived.
- B. **Spouses.** Two (2) eligible faculty members who are spouses of each other shall have twenty-four (24) credits of tuition waiver per semester (forty-eight (48) per year) or thirty-two (32) per year for their dependents that they can apply however they decide between themselves.
- C. **Dependents.** Dependents shall be defined as a child (biological, adopted, step-child, or legal ward) of up to twenty-five (25) years of age. Proof of financial dependency is not required.
- D. **Fixed Station Labs.** An eligible faculty member, spouse, or dependent may register for a fixed station lab and cannot be "bumped out." However, the eligible faculty member, spouse or dependent is not guaranteed a station if the maximum number of lab stations are taken by tuition paying students. A faculty member, spouse, or dependent shall be allowed to use the lab at other scheduled open times the same as other students, or other arrangements may be made with the instructor.
- E. **Drop/Add.** An eligible faculty member, spouse, and/or dependent in a fixed station lab course or any other course for which tuition is being waived may drop such lab or course within the normal time limits of the drop/add policy of the college and transfer the appropriate tuition waiver credits to another course(s) or lab(s), in accordance with the other provisions of this article.
- F. **Community Service Classes.** Community service classes shall not be eligible for tuition waiver under this contract provision.
- G. **Split Usage.** The tuition waiver benefits may be split between an eligible faculty member, spouse and/or dependent in one (1) semester or a year as the faculty member chooses.

Section 4. Attendance at State College Functions. Faculty member attendance at all state college functions and activities shall be voluntary unless part of the faculty member's load.

Section 5. Safety Equipment. Safety equipment such as uniforms, safety glasses (including full prescription lenses and frames), safety shoes, etc. as required by the college, will be provided to employees, as needed, by the college at no cost to the employee.

Section 6. Parking Fees. No faculty member shall be assessed a parking fee that is greater than a parking fee assessed any other person at the college or campus.

Section 7. Correctional Facility Faculty. Correctional Facility faculty shall not be required to perform lock-downs and cell searches.

Section 8. Liability. The college does not accept liability for faculty members' personal property that is stored or utilized on college property.

Section 9. Assignment of Unit Work to Excluded Unclassified Staff Members. Excluded unclassified staff members may be given assignments of the type that are normally given to faculty members. However, when this is done, the instructor, counselor, or librarian assignments shall not exceed thirty-five percent (35%) of the assignment. An exception may be approved by the Office of the Chancellor and the MSCF in the event of special circumstances. No unlimited faculty member shall be displaced because of instructor, counselor, or librarian assignments to excluded unclassified staff members.

No member of the bargaining unit shall exercise supervision over any other member of the bargaining unit. (except as specified in Article 11, Section 2, Subd. 8. and Section 3, Subd. 3., Department and Department Coordinators, Section 2, Subd. 9., Occupational Program Coordinators and Section 9, Subd. 1., Athletic Coordinators.)

Section 10. Change In Bargaining Unit Status. The Employer reserves the right to offer to members of the bargaining unit positions excluded from the bargaining unit. No faculty member shall be required to accept such a position.

Section 11. Medical Examinations. Medical examinations required by the college shall be paid for by the college.

Section 12. Facilities and Equipment. The college will make reasonable effort to provide each faculty member with sufficient equipment, facilities, support services, and secretarial services necessary for the faculty member to perform her/his assignment.

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.

Section 5. Arbitration Hearing. At any arbitration hearing concerning disciplinary actions for just cause, both the faculty member and the Employer shall have the right to be represented by counsel, to be heard, to have witnesses testify, to see all evidence and to cross examine all witnesses. The Employer assumes the burden of substantiating the charges through presentation of proper, relevant, and sufficient evidence. The hearing shall be open or closed at the mutual agreement of the parties.

Section 6. Temporary Part-Time and Adjunct Faculty. A temporary part-time or adjunct faculty member may be terminated under the following conditions:

Subd. 1. Temporary Part-Time or Adjunct Faculty with Less than 2.0 FTE Continuous Service. A temporary faculty member with less than 2.0 FTE continuous service may be terminated immediately. Such faculty member shall receive five (5) days of pay at his/her daily rate of pay.

Subd. 2. Temporary Part-Time or Adjunct Faculty with 2.0 or more FTE Continuous Service. A temporary faculty member with 2.0 FTE or more continuous service may be terminated before the end of the stated period for just cause. Such faculty member shall receive a ten (10) day notice as provided in this Article.

Subd. 3. Continuous Service. Continuous service shall mean without a break in service. For purposes of this section a "break in service" is defined as no assignment for one (1) full academic year.

ARTICLE 26 PERSONNEL FILES

Section 1. College Responsibility. Each college shall maintain at the college one (1) official personnel file for each faculty member. Such file shall contain personnel transactions, official correspondence with the faculty member, disciplinary actions, and other data relevant to the faculty member's performance of duties. Unsigned letters, unsigned statements, or unsigned evaluations shall not be placed in this file except as specified in Section 2 below. Access to data in the personnel file shall be granted only in accordance with the Minnesota Data Practices Act (M.S. Chapter 13). With respect to private data, access shall be provided to other persons after presentation to the college of written authorization from the faculty member.

Section 2. Faculty Member Rights. A faculty member shall have the right to place such material in the personnel file that s/he determines has a bearing on the faculty member's performance of duties. Upon request of the faculty member, the college shall provide two (2) copies of the contents of the personnel file. For any additional copies of the personnel file, the faculty member shall pay the standard per page copying fee for copying the file.

Upon written request, the faculty member's file should be delivered within three (3) working days to the faculty member's home campus in a secure, sealed envelope to be opened in the presence of the faculty member and the College President or designee.

The faculty member's signature is required to be on each performance-related item in the file to acknowledge receipt of the document. If the faculty member refuses to sign the document within three (3) duty days of receipt, the document may be placed in his/her file without such signature. Documents of anonymous origin relating to a faculty member's performance shall not be placed in the file without a cover letter explaining the circumstances under which the document was received by the administration. Individual student evaluations shall not be placed in the file.

Prior discipline may be used against the faculty member for purposes of further progressive discipline only if such prior discipline is documented and maintained in the faculty member's personnel file.

Annually, any material that a faculty member requests be removed from file shall, with the approval of the president, be removed. A faculty member shall upon request, have the following data removed from file:

1. Written reprimands after two (2) years provided that no further discipline has been taken against the faculty member during the interim.
2. Written records of suspension of ten (10) days or less after five (5) years provided that no further discipline has been taken against the faculty member in the interim.

ARTICLE 27 GRIEVANCE PROCEDURE

Section 1. Complaints. A complaint is an informal claim by a faculty member, or group of faculty members in the bargaining unit or by the local chapter or MSCF of alleged improper, unfair, arbitrary or discriminatory treatment. A complaint may constitute a grievance if not mutually resolved, and if the complaint falls within the definition of a grievance. Complaints shall be processed only through the informal procedure for handling complaints as herein set forth.

Subd. 1. Informal Procedure for Handling Complaints. Any faculty member in the bargaining unit either with or without the MSCF grievance representative on the campus may informally discuss a complaint on behalf of him/her self or other faculty members with the appropriate college administrator. Any settlement, withdrawal, or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of (similar) complaints or grievances. No complaint can become a grievance until it has gone through the informal procedure for handling complaints.

Subd. 2. Faculty members are encouraged but not required to resolve complaints on an informal basis with the employee's immediate supervisor at the earliest opportunity.

Section 2. Time Limits. No grievance shall be entertained or processed unless it is submitted within thirty (30) working days after the occurrence of the event giving rise to the grievance, or within thirty (30) working days of the date the grievant knew or through the use of reasonable diligence should have known of the event or occurrence that gave rise to the grievance. Grievances that are not submitted within the time lines shall be deemed to be withdrawn.

Subd. 1. Appeals. Failure to appeal a grievance from one level to another within the time periods or extensions as described herein shall constitute a withdrawal of the grievance.

Subd. 2. Extension of Time Limits. The time limit in each step, except the time limit for filing the grievance in Step 1, may be extended for periods of twenty (20) days, by mutual written agreement of the Employer and MSCF grievance representative. A request for an extension of time limits shall not be unduly withheld by either party.

Subd. 3. Computing Time Limits. In computing any period of time prescribed in this Article, the date that the grievant through the use of reasonable diligence became aware of the act, event, default, or failure to act for which the designated period of time begins to run shall not be included. If such event occurs during the summer when the faculty member involved is not on duty, the first day shall be deemed to be the first day of duty in the succeeding academic year. The last day of the period so computed shall be counted unless it is a Saturday, Sunday or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or legal holiday.

Subd. 4. Failure to Respond. If the Employer does not answer a grievance or an appeal thereof within the specific time limits, the MSCF grievance representative may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 3. Evidence. There shall be no withholding of evidence or information within the knowledge of either party at any step of the proceedings. At the request of either party, representatives of the parties shall meet no later than two (2) working days prior to the date of a scheduled arbitration hearing for the purpose of exchanging exhibits. Such exhibits shall include all those that the parties intend to introduce as part of their respective cases-in-chief and are known to them at the time of the meeting.

Section 4. Grievances. A grievance is defined as a dispute or disagreement raised in writing by a faculty member, a group of faculty members, or the MSCF against the Employer involving the interpretation or application of the specific provisions of the MCCFA/MnSCU and/or the UTCE/MnSCU contract or application of a rule or regulation affecting terms and conditions of employment in other than a uniform manner or other than in accordance with the provision of the rule or regulation.

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 the 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 an 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. Meetings shall be scheduled as needed at the request of the MSCF, but no more than one (1) each month. Additional persons may be invited as needed. The MSCF representative and/or chancellor's designee may also request grievance mediation prior to arbitration.

Section 7. Waiver of Steps. The parties may mutually agree to waive Step 1 and/or Step 2 of the grievance procedure.

Section 8. Arbitration Panel. The arbitration proceeding shall be conducted by an arbitrator, to be selected by lot, from a permanent panel of six (6) arbitrators. The members of the permanent panel shall be selected by the following method: the MSCF and the chancellor's designee shall each submit a list of six (6) arbitrators until agreement is reached on a permanent panel. Vacancies on the panel that arise during the term of this agreement shall be filled by mutual agreement or by each party submitting lists of three (3) arbitrators, until a replacement is agreed upon.

Section 9. Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this contract. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the MSCF, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, and rules and regulations having the force and effect of laws. The arbitrator shall submit in writing the decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon the interpretation or application of the express terms of this contract and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the MSCF, and the faculty member(s).

Section 10. Fees and Expenses. The fees and expenses of the arbitrator shall be divided equally between the Employer and the MSCF provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

ARTICLE 28 CUSTOMIZED TRAINING

Section 1. Definitions

Customized Training is defined as:

- All non-credit instruction with an occupational/professional focus offered to the general public, or
- All credit and/or non-credit instruction offered via contract to a specific customer.

Customized Training Faculty are those faculty who deliver instruction (as defined above) for no more than 925 hours in a fiscal year.

Section 2. Conditions of Employment.

Subd. 1. Customized Training Faculty shall be individually responsible for agreeing to all terms and conditions of employment. The wage Article 13 does not apply to Customized Training Faculty.

Subd. 2. Customized Training Faculty assignments terminate at the end of the stated period and carry no implication of further employment.

Subd. 3. Customized Training Faculty do not accrue seniority rights. The seniority Article 21 does not apply to Customized Training Faculty.

Section 3. Limits. Bargaining unit members cannot assert seniority rights to Customized Training work.

Section 4. Right to Interview for Staffing Customized Training Credit Courses.

Subd. 1. Customized Training Credit Courses Subject to Interview Rights for Staffing.

Only courses for two (2) or more credits offered via a contract with a customer shall be subject to interview rights for staffing.

Subd. 2. Faculty Eligible for Right to Interview for Staffing Customized Training Credit Courses.

Only qualified faculty members on layoff from or working less than 1.0 FTE at that College have the right to interview for staffing customized training credit courses.

For purposes of this section, an “eligible” faculty member is defined as a faculty member who has recent relevant work experience or expertise in the specific content area to be covered in the customized training credit courses.

Subd. 3. Procedures for Right to Interview for Staffing Customized Training Credit Courses.

- A. **Posting:** The College will date and post on the official MSCF bulletin board available customized training credit courses for five (5) working days.
- B. **Notification:** The college will notify all Chapter presidents within a college of available customized training credit courses at the time of posting.
- C. **Faculty Expression of Interest:** Eligible faculty members shall have five (5) working days from the initial date of posting to express in writing to the College designee their interest in teaching the course.
- D. **Right to Interview:** The most senior faculty member who is eligible according to Subd. 2 and who submits a timely written expression of interest in teaching the course shall have the opportunity to make a presentation to the customer (i.e. to be interviewed). The customer or its designee has the right to make the final decision about who shall teach the course and is not required to accept the interviewee. An exception to the right to interview will exist if the customer requests a specific instructor.

Section 5. Customized Training Faculty Fringe Benefits. Customized Training Faculty shall have access to the Health and Dental Insurance Programs as outlined in Article 19, Section 2 of this Contract. Customized Training Faculty members shall also received the retirement benefits established by law. Customized Training Faculty members shall not be eligible for the accrual of any paid or unpaid leave of absence benefits.

Subd. 1. Establishing Eligibility to Participate in Insurance Programs. A Customized Training Faculty member, who has provided 300 or more hours of instruction in each of two consecutive six-month time periods in a fiscal year, shall be eligible to participate in the insurance programs. Employer contribution rates shall be established in accordance with Section 2, Subdivision 1. of this Article

Subd. 2. Maintaining Eligibility. The Customized Training Faculty member must maintain 300 or more hours in each six-month time period after establishing eligibility to continue to receive the Employer contribution.

ARTICLE 29 AMERICANS WITH DISABILITIES ACT

Section 1. Purpose. The MSCF and the Employer agree that they have a joint obligation to comply with the Americans with Disabilities Act (ADA). The MSCF and the Employer agree that they have the obligation to consider the accommodation request(s) from qualified disabled individuals

In the event that the accommodation request(s) raise conflicts with this contract, the Employer and the MSCF shall follow the procedures in Section 2. below.

Section 2. Process. Both parties recognize their responsibility to respect the privacy and confidentiality of faculty members. Upon request, a faculty member seeking an accommodation shall be entitled to MSCF representation. The Employer shall review faculty member requests for accommodations considering options such as equipment purchase or modification, accessibility improvement, scheduling modifications and/or restructuring of current positions and duties which are allowable under this contract, before requesting waiver of any provision of this contract.

If the Employer determines that contract waiver is necessary, it shall meet and confer with the MSCF. At this meeting, the Employer shall inform the MSCF of the faculty member's restriction(s) subject to each party's confidentiality obligations, the specific article(s) to be waived and the manner in which the Employer proposes to modify the article(s). The Employer shall also consider additional options presented by the MSCF. Any contract waiver must be agreed to by both the Employer and the MSCF. Between the meet and confer and notification to the Employer of the MSCF's decision concerning waiver, the Employer may make any temporary accommodations.

ARTICLE 30 COMPLETE AGREEMENT AND WAIVER

The parties agree that, during the negotiations that resulted in this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject that is not prohibited by law. The understandings and agreements arrived at by the parties are set

forth in this Contract. Therefore, during the life of this Contract, the Employer and the MSCF each voluntarily and unqualifiedly waives the right or obligation to bargain collectively with respect to any subject or matter referred to or covered in this Contract.

Concurrently, the parties further agree not to support or seek to modify, its terms through legislative action which would alter the express provision of this Contract

ARTICLE 31 LEGISLATION AND RULE CHANGES

The Employer agrees to draft all necessary legislation and rule changes required to implement the full provisions of this Contract. The Employer agrees to consult with the MSCF regarding such legislation before they are introduced in the Minnesota State Legislature.

ARTICLE 32 SAVINGS CLAUSE

This Contract is intended to be in conformity with all valid federal and state laws and rules and regulations. In the event that any provision of this contract is found to be unlawful by court or other authority having jurisdiction, then such provision shall be inoperative, but all other valid provisions shall remain in full force and effect. Where a provision that has been rendered inoperative by this article subsequently becomes legal as a result of a modification of federal and state laws during the term of this Contract or extension thereof the operation of such provision shall be renewed.

If the implementation of any provision of this Contract is rendered unlawful by wage and price controls promulgated by valid federal and state law, rules and regulations thereof, or by executive order, then only the specific provisions rendered unlawful shall be invalid and the remainder of this Contract shall continue in full force and effect for its term. Provided, however, any provision of this Contract so rendered unlawful shall be implemented at such time, in such amounts and for such periods, retroactively and prospectively, as will be permitted by law at any time during the term of this Contract or extension thereof. This Contract supersedes all Board policy and rules and regulations that are inconsistent with it.

[Intentionally left blank]

ARTICLE 33 TERM OF CONTRACT

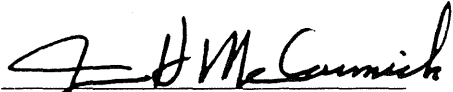
This contract shall be effective on the 1st day of July, 2001, subject to acceptance by the Minnesota State Legislature, and shall remain in full force and effect through June 30, 2003. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than October 1, 2002, or by October 1 of any succeeding year, that it desires to modify this contract. In the event that such notice is given, negotiations shall begin no later than November 1, of the year in which the notification is given. This contract shall remain in full force and effect during the period of negotiations and until notice of termination of this contract is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this contract, written notice must be given to the other party not less than ten days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.

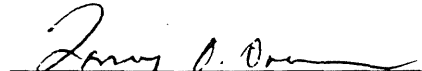
In witness whereof, the parties hereto have set their hands this 24th day of August.

**FOR THE STATE OF MINNESOTA,
MINNESOTA STATE COLLEGES
and UNIVERSITIES (MnSCU):**

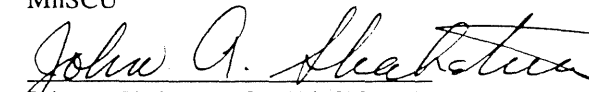
**FOR THE MINNESOTA STATE
COLLEGE FACULTY (MSCF):**



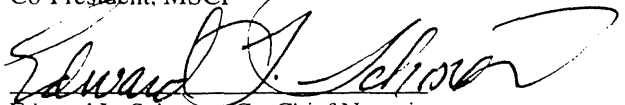
James H. McCormick, Chancellor
MnSCU



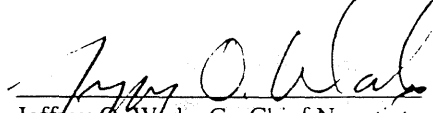
Larry O. Oveson, Co-Chief Negotiator
Co-President, MSCF



John A. Shabatura, Co-Chief Negotiator
Associate Vice Chancellor for Labor Relations



Edward L. Schones, Co-Chief Negotiator
CoPresident, MSCF



Jeffrey O. Wade, Co-Chief Negotiator
System Director, Labor Relations

MSCF Staff:

John DeSantis
William L. Newton

Joseph Stafki, Jr.

MnSCU Management Team Members:

Deena Allen	Ellen Nelson
Sylvia Bergh	Thomas Quinn
Marybeth Christenson-Jones	Gerry Rushenberg
Dianna Cusick	Dale Sheveland
Christopher DeLaForest	JoAnn Simser
Scott Erickson	Richard Tvedten
Jim Johnson	Anne Weyandt
Ron Kraft	Becky Wodziak
Larry Lundblad	Ron Wood
David Martineu	Mary Youngstrand
Toni Munos	

MSCF Team Members:

Betsy Picciano
JoAnn Roche
Greg Mulcahy
Ron Konickson
Kevin Lindstrom
Judy Whaley

APPENDIX A

**Management Education Program Workload Matrix –
171 Contract Days**

Description:		Farm Business	Sparsity Farm Bus	Small Business	Computerizing Small Bus	Specialty Crop	Lamb & Wool	
State Ratio:		11.4	10.14	9.8	9.3	8.25	8.8	
Ratio Credits:		342	304.2	294	279	247.5	264	
Credits/Day:		2.000	1.779	1.719	1.632	1.447	1.544	
Contract Days	% FTE							
Ext Days	171	1.000	342	304	294	279	248	264
	172	1.006	344	306	296	281	249	266
	173	1.012	346	308	297	282	251	267
	174	1.018	348	309	299	284	252	269
	175	1.023	350	311	301	286	254	270
	176	1.029	352	313	303	287	255	272
	177	1.035	354	315	304	289	257	273
	178	1.041	356	316	306	290	258	275
	179	1.047	358	318	308	292	260	276
	180	1.053	360	320	309	294	261	278
	181	1.058	362	322	311	295	262	279
	182	1.064	364	324	313	297	264	281
	183	1.070	366	325	315	299	265	283
	184	1.076	368	327	316	300	267	284
	185	1.082	370	329	318	302	268	286
	186	1.088	372	331	320	303	270	287
	187	1.094	374	332	322	305	271	289
	188	1.099	376	334	323	307	273	290
	189	1.105	378	336	325	308	274	292
	190	1.111	380	338	327	310	275	293
	191	1.117	382	340	328	312	277	295
192	1.123	384	341	330	313	278	296	
193	1.129	386	343	332	315	280	298	
194	1.135	388	345	334	317	281	300	
195	1.140	390	347	335	318	283	301	
196	1.146	392	348	337	320	284	303	
197	1.152	394	350	339	321	286	304	
198	1.158	396	352	340	323	287	306	
199	1.164	398	354	342	325	289	307	
200	1.170	400	356	344	326	290	309	
201	1.175	402	357	346	328	291	310	

Overload	202	1.181	404	359	347	330	293	312
	203	1.187	406	361	349	331	294	313
	204	1.193	408	363	351	333	296	315
	205	1.199	410	364	352	334	297	316
	206	1.205	412	366	354	336	299	318
	207	1.211	414	368	356	338	300	320
	208	1.216	416	370	358	339	302	321
	209	1.222	418	372	359	341	303	323
	210	1.228	420	373	361	343	304	324
	211	1.234	422	375	363	344	306	326
	212	1.240	424	377	364	346	307	327
	213	1.246	426	379	366	348	309	329
	214	1.251	428	380	368	349	310	330
	215	1.257	430	382	370	351	312	332
	216	1.263	432	384	371	352	313	333
	217	1.269	434	386	373	354	315	335
	218	1.275	436	388	375	356	316	337
	219	1.281	438	389	377	357	317	338
	220	1.287	440	391	378	359	319	340
	221	1.292	442	393	380	361	320	341
	222	1.298	444	395	382	362	322	343
	223	1.304	446	397	383	364	323	344
	224	1.310	448	398	385	365	325	346
	225	1.316	450	400	387	367	326	347
	226	1.322	452	402	389	369	328	349
	227	1.327	454	404	390	370	329	350
	228	1.333	456	405	392	372	330	352

APPENDIX B

BMS

BUREAU OF MEDIATION SERVICES

State of Minnesota

**THE MATTER OF PETITIONS FOR
CLARIFICATION OF AN
APPROPRIATE UNIT**

January 14, 1999

Minnesota State Colleges and Universities, St. Paul, Minnesota

- and -

Minnesota Community College Faculty Association, St. Paul, Minnesota

- and -

United Technical College Educators, St. Paul, Minnesota

BMS Case Nos. 98-PCL-1423; 98-PCL-1424; 98-PCL-1425; 98-PCL-1429; 98-PCL-1430;
98-PCL-1431; 98-PCL-1432; and 98-PCL-1433

PREPARED BY: Peter E. Obermeyer
Hearing Officer

UNIT CLARIFICATION ORDER

INTRODUCTION

On March 18, 1998, the State of Minnesota, Bureau of Mediation Services (Bureau), received petitions filed by the Minnesota Community College Faculty Association, St. Paul, Minnesota (MCCFA). The petitions raised the question of the proper appropriate unit assignment of eight faculty members of the Minnesota State Colleges and Universities, St. Paul, Minnesota (MnSCU). Identified as an interested party on all eight petitions was the United Technical College Educators, St. Paul, Minnesota (UTCE).

Pursuant to the filing of the petitions, the Bureau conducted pre-hearing conferences on October 8, 1998; October 13, 1998; November 5, 1998; and November 16, 1998. The parties provided the Bureau with extensive documentation, discussion, and oral summaries of their respective positions.

PARTIES

At the pre-hearing conferences Larry Oveson, President, represented the MCCFA; John Shabatura, Associate Vice Chancellor, appeared on behalf of MnSCU; and Bruce Hemstad, President, was the spokesperson for UTCE.

ISSUE

What is the appropriate faculty unit assignment (Unit 10 or Unit 11) of the eight faculty members in question?

DISCUSSION

1. Background. At issue in this case is more than the proper unit placement of eight faculty members raised by the filing of the petitions. The parties are trying to constructively deal with the volatile labor relations issues which have resulted from the formation of MnSCU. Central to the issue before the parties is the faculty bargaining structure at "consolidated campuses" where both technical college and community college programs are located. The Bureau must consider the overall bargaining structure issue, as well as, the unit placement of specific faculty positions.
2. Previous Actions. The Bureau has, by an earlier decision, given the parties some direction concerning the general bargaining structure of faculty appropriate units. On July 18, 1994, we issued a Unit Determination and Exclusive Representative Certification Order (Order).^{1/} This Order certified UTCE as the exclusive representative of the "technical college instructional employees" unit specifically established by the Public Employment Labor Relations Act (PELRA).^{2/} This certification by the Bureau established a multiple unit faculty bargaining structure at MnSCU. The bargaining structure established by the PELRA is as follows:
 - 1) State University instructional employees represented by the Inter Faculty Organization;
 - 2) Community College instructional employees represented by the MCCFA; and
 - 3) Technical College instructional employees represented by the UTCE.

The Order in BMS Case No. 94-PCE-1670 specifically identified certain "employees/positions: whose inclusion in the UTCE unit was not disputed (List A).^{3/} It also identified other

1/ United Technical College Educators and American Federation of State, County and Municipal Employees, Council 6 and Minnesota Association of Professional Employees and Middle Management Association and State of Minnesota, Department of Employee Relations – Higher Education Board, BMS Case No. 94-PCE-1670.

2/ Minn. Stat. 179A.10, Subd. 2, (11).

“employees/positions” who remained in contention (List B).^{4/} These contested “employees and positions” required the parties to continue an ongoing dialogue concerning bargaining unit structure and the unit assignment of faculty members and positions in dispute.

Following issuance of the Bureau’s Order, the parties entered into intense discussions. These discussions resulted in a Memorandum of Understanding (MOU) between the MCCFA, UTCE, and the “State of Minnesota.”^{5/} Signed on July 19, 1995, the MOU provided for the specific unit assignment of certain faculty members and courses with the advent of MnSCU on July 1, 1995. The MOU served as the basis for unit assignment during the transition period at MnSCU. However, with an increase in the number of actual “consolidated campuses” from three to eleven the Bureau Order and the MOU required a reconsideration.

3. Post Transition of MnSCU. As of July 1, 1995, MnSCU was created by law from the merger of Minnesota’s State University, Community College, and Technical College systems. The maturing of this combined higher education system necessitates a reconsideration of the Bureau’s July 18, 1994, Order and the agreements incorporated into the July 19, 1995, MOU.

Our original unit determination Order focused appropriate unit assignments on course content and the academic degree or award granted to a student. Although appropriate and useful at the time, the increase in “consolidated campuses” has created an environment in which that approach to unit assignment must be reevaluated.

The record developed by the Bureau in this case, supports a unit assignment standard which is driven by academic areas or fields. Use of this general principle will provide the parties with a more coherent system of unit assignment. The allocation of faculty members and positions by academic area or field will complement the educational mission of the MnSCU system and temper the collective bargaining conflicts between MCCFA, MnSCU, and UTCE over unit assignment.

3/ See BMS Case No. 94-PCE-1670 Order, List A.

4/ See BMS Case No. 94-PCE-1670 Order, List B.

5/ Memorandum of Understanding between the Minnesota Community College Faculty Association, the United Technical College Educators, and the State of Minnesota, signed July 19, 1995.

FINDINGS

1. The petitions before the Bureau are timely and valid.
2. The Bureau's Order in BMS Case No. 94-PCE-1670 and the PARTIES' Memorandum of Understanding signed July 19, 1995, are subject to amendment.

ORDERS

1. This Order shall apply to the make-up of the UTCE and MCCFA' appropriate units at the following "Consolidated colleges":

Central Lakes College
Century College, a Community and Technical College
Hibbing Community College, a Community and Technical College
Lake Superior College
Mesabi Range Community and Technical College
Minneapolis Community and Technical College
Minnesota West Community and Technical College
Northland Community and Technical College
Ridgewater College, a Community and Technical College
Riverland Community, a Community and Technical College
Rochester Community and Technical College

If the MnSCU Board of Trustees establishes additional "consolidated colleges," these new "consolidated colleges" are covered by this Order.

2. Courses offered at the "consolidated colleges" in the following general education disciplines shall be in the MCCFA appropriate unit:

American Studies	Anthropology	Art
Biology	CBE	Chemistry
Computer Science	Earth Science	Economics
Engineering	English	Environ.Science
Film Making	French	Geography
Geology	German	ESL
Health	History	Humanities
Int'l Relations	Japanese	Journalism
Mass Comm.	Mathematics	Music
NaAmerStd	Natural Science	Occupational ESL
Ojibwe	Philosophy	Physical Ed.
Physics	Poli Science	Psychology

- A. Current faculty members assigned and future faculty members hired, whose majority of assignment is in the related assigned fields or licenses listed above, shall be in the MCCFA appropriate unit.
 - B. This listing is intended to represent assigned fields and/or license codes that comprise the academic disciplines of the liberal arts and science curriculum. The actual names of assigned fields and/or license codes may change pursuant to MnSCU Board of Trustees policy.
 - C. Faculty members who are hired for, or assigned to provide work with activity courses and activities (music, drama, newspaper, and athletics), clubs, and intra-murals that evolve from the disciplines above, shall be in the MCCFA appropriate unit.
3. Courses offered at the “consolidated colleges” in the license code areas of Computer Operations and Computer Programming are included in both appropriate units.
- A. Current faculty members assigned and future faculty members hired, whose majority of assignments is to teach courses in computer diagnosis and/or repair, or the design, assembly and operation/maintenance/integration of computer hardware shall be in the UTCE appropriate unit. Introduction to microcomputers and computer programming courses that are included as an integral part of a specific UTCE occupational/technical program and taught either by the program instructor or through the Office/Administrative Support program shall continue to be in the UTCE appropriate unit.
 - B. Current faculty members assigned and future members hired, whose majority of assignments is to teach courses in programming, history of computing, futuristic trends in computing, computers and society, or specific computer applications which are taught from a theory basis, shall be in the MCCFA appropriate unit. Introduction to microcomputers and computer programming courses that are theory based and not an integral part of a specific UTCE occupational/technical program shall continue to be in the MCCFA appropriate unit.
4. Courses offered at the “consolidated colleges” in the following occupational assigned fields and/or license codes shall be in the MCCFA appropriate unit:

Accounting	Bookkeeping	Business (Intro)
Business (Admin)	Business (Law)	Business (Mgmt)
Chem. Dep.	Human Services	Legal Assisting
Nursing AD		

- A. Current faculty members assigned and future faculty members hired at the “consolidated colleges,” whose majority of assignments is in these occupational assigned fields and/or license codes, shall be in the MCCFA appropriate unit.
 - B. Faculty members who are assigned to provide direction of club activities that evolve from the programs related to the assigned fields and/or license codes above, shall continue to be in the MCCFA appropriate unit.
5. Courses offered at the “consolidated colleges” in the following occupational license codes and/or assigned fields shall be in the UTCE appropriate unit:

Agriculture	Agri-Business	Automated Mfg. Engr. Tech
Aviation	Career Orientation	Child Development
Civil Engineering Tech	Communications Tech	Computer Tech
Data Processing	Dental Assisting	Dental Hygiene
Dietetic Tech	Drafting/Design Tech	Electrical Engr. Tech
Emergency Health Services	Fashion Merchandising	Forestry Tech
Graphics	Health Care Mgmt.	Hospitality Mgmt.
Interpreter Training	Law Enforcement	Legal Office
Marketing	Mass Media Tech	Mechanical Engineering
Medical Assistant	Medical Lab Tech	Medical Office
Natural Resources Tech	Nursing (Practical)	Occupational Therapy
Office (Info Mgmt)	Radiological Tech	Real Estate
Water/Waste Mgmt.		

- A. Current faculty members assigned and future faculty members hired at the “consolidated colleges,” whose majority of assignments is in these occupational license codes and/or assigned fields, shall be in the UTCE appropriate unit.
 - B. Current faculty members and future faculty members hired at the “consolidated colleges,” whose majority of assignments are in occupational/technical programs which are not listed in Sections 3, 4, and 5 above, shall be in the UTCE appropriate unit.
 - C. Faculty members who are assigned to advise clubs, which are associated with the programs in these program areas, shall also continue to be in the UTCE appropriate unit.
6. Courses offered at the “consolidated colleges” in developmental math shall be MCCFA bargaining unit work. Current faculty members employed and new faculty

members hired at the “consolidated colleges,” whose majority of assignments is in this assigned field and/or license code, shall be in the MCCFA appropriate unit.

7. Courses offered at the “consolidated colleges” in all general studies license code areas, except Developmental Math, shall be UTCE bargaining unit work. Current faculty members employed and new faculty members hired at the “consolidated colleges”, with the above noted exception, and whose majority of assignments is general studies, shall be in the UTCE appropriate unit.
8. This Order shall supplement the BMS Order in Case No. 94-PCE-1670, and the Memorandum of Understanding of the parties dated July 19, 1995. If either BMS Case No. 94-PCE-1670 or the Memorandum of Understanding are in conflict with this Order, this Order shall prevail.
9. This Order shall be implemented in the following manner:
 - A. Assignment of assigned fields and occupational license codes to appropriate units as directed by this Order shall be effective with the date of issuance of the Order.
 - B. New faculty hired on or after the effective date of the Order shall be placed in the appropriate unit as directed by this Order.
 - C. The terms and conditions of employment for current faculty members shall continue in accordance with the provisions of collective bargaining agreements in effect as of the date of issuance of this Order through the 1999 Spring semester and the 1999 Summer sessions.
 - D. On July 1, 1999, the Employer shall place faculty members in appropriate units as directed by this Order, subject to the provisions as cited in C above.
10. The eight faculty members affected by this case are assigned to appropriate units in accordance with the following:

98-PCL-1423	Faculty Law Enforcement, MnSCU - Hibbing Community College – Assigned to UTCE Unit.
98-PCL-1424	Legal Assistant Instructor (temporary), MnSCU - Century College - Assigned to MCCFA Unit.

Unit Clarification Order
BMS Case Nos. 98-PCL-1423, etc.
Page 8...January 14, 1999

- 98-PCL-1425 Robert Federel, MnSCU – Central Lakes College - Assigned to MCCFA Unit.
- 98-PCL-1429 Chuck Lyons, MnSCU – Hibbing Community College - Assigned to MCCFA Unit.
- 98-PCL-1430 Barry Dahl, MnSCU – Lake Superior College - Assigned to MCCFA Unit.
- 98-PCL-1431 Patrick Carey, MnSCU – Lake Superior College - Assigned to MCCFA Unit.
- 98-PCL-1432 Lynn Murray, MnSCU – Minneapolis Community and Technical College - Assigned to MCCFA Unit.
- 98-PCL-1433 Pat Dorn, MnSCU – Rochester Community and Technical College - Assigned to MCCFA Unit.

STATE OF MINNESOTA
Bureau of Mediation Services

LANCE TEACHWORTH
Commissioner

/s/ Peter E. Obermeyer
PETER E. OBERMEYER
Hearing Officer

PEO:jlj

cc: Bruce Hemstad
Larry Oveson
John Shabatura (2)
(Includes Posting)

APPENDIX C

DEFINITION OF SAME SEX DOMESTIC PARTNERSHIP FOR INSURANCE PURPOSES

A domestic partnership is defined as a relationship between an employee and another adult of the same sex, in which the parties, hereinafter called domestic partners:

1. Have entered into a committed interdependent relationship with each other;
2. Are jointly responsible for each other's basic common welfare;
3. Share a common residence and intend to do so indefinitely;
4. Are not related by blood or adoption such that would prohibit marriage in Minnesota; are neither married nor registered in another domestic partnership; and
5. Are legally competent and qualified to enter into a contract.

“Joint responsibility” means that each partner agrees to provide for the other partner's basic living expenses if the partner is unable to provide for him or her self.

“Basic common welfare” includes food, shelter, and health care.

“Share a common residence” means that two (2) people share the same place to live. It is not necessary that the legal right to possess the common residence be in both of their names. Two (2) people may have a common residence even if one (1) or both persons have an additional place to live. Domestic partners do not cease to live together if one (1) partner leaves the common residence but intends to return, including, but not limited to, periods of time left for long-term or short-term medical care, education, sabbaticals, or employment.

APPENDIX D

**MEMORANDUM OF UNDERSTANDING
between
MINNESOTA STATE COLLEGES AND UNIVERSITIES
and
UNITED TECHNICAL COLLEGE EDUCATORS**

Whereas, funding for programs and operations of the Air Traffic Control campus of Minneapolis Community and Technical College is dependent on action by Congress, and

Whereas, the fiscal year for the Air Traffic Control campus of Minneapolis Community and Technical College is dependent on action normally completed by Congress on or about October 1 of each calendar year, and

Whereas, funding for the programs and operation of the Air Traffic Control campus of Minneapolis Community and Technical College is normally released by the federal government on or about October 1 of each calendar year, and

Whereas, historically the Air Traffic Control campus of Minneapolis Community and Technical College functioned on a fiscal year that is in reality considerably different than the July 1 through June 30 MnSCU fiscal year, and

Whereas, the Minnesota State Colleges and Universities (hereafter MnSCU) and the United Technical College Educators (hereafter UTCE) agree to waive or modify certain provisions of the 1999-01 UTCE MnSCU Master Agreement as those provisions are applied to layoff for faculty members at the Air Traffic Control campus of Minneapolis Community and Technical College;

Therefore, only for the purposes of faculty member layoff notice, and layoff at the Air Traffic Control campus of Minneapolis Community and Technical College, the parties agree to the following relative to the 1999-01 Master Agreement:

1. Article 27, Section 4, Subdivision 3, Notice of Layoff, shall remain entirely intact and operational for the purposes identified in this MOU, except as follows:
 - a) "days" means all calendar days including Saturdays, Sundays and legal holidays;
 - b) "the end of the individual's academic year" means December 31 of each year.
2. All other provisions of the Master Agreement are unaffected by this MOU and remain fully operational and intact with the meanings ascribed to them.
3. This agreement does not constitute a precedent nor does it establish a practice for either MnSCU or UTCE.

Duration: This Memorandum of Understanding shall take effect on October 8, 1999.

For UTCE

For MnSCU

/s/ Ed Schones
Ed Schones, President

/s/ Jeffery O. Wade
Jeffrey O. Wade, System Director for Labor Relations

Date

Date

ATTACHMENT 1--EXCERPTS FROM THE 1995 MOU

MEMORANDUM OF UNDERSTANDING
between the
Minnesota Community College Faculty Association,
the United Technical College Educators
and the
STATE OF MINNESOTA

This Memorandum of Understanding (hereinafter called MOU) is made and entered into by and between the Minnesota Community College Faculty Association (hereinafter called MCCFA), the United Technical College Educators (hereinafter called UTCE) and the State of Minnesota, Department of Employee Relations (hereinafter called the Employer) to resolve the issues of bargaining unit structure and membership representational rights and responsibilities inherent in the merger of the Minnesota State Colleges and Universities (hereinafter called MnSCU)

IT IS THEREFORE AGREED THAT:

For the purpose of this agreement, the following shall apply:

- A. **DEFINITIONS.** It is intended that the following definitions apply to full-time and part-time faculty, both continuing/unlimited and temporary, who work and/or teach in the area being defined.
1. General education shall mean courses which are college-level, transferable, and fit into the disciplines or sub-disciplines recognized as components of the liberal arts and sciences.
 2. General studies shall mean college level, non-technical, non-transferable, non-remedial and non-developmental course which are offered within a technical/occupational program. The course content would be related to and be a graduation requirement for a technical program(s).
 3. Development education shall mean non-transferable, pre-college level courses which are not included in general education or general studies. These courses are designed to upgrade students' basic skills to prepare them for college level courses.
 4. Assigned field shall mean the field of study which is typically part of an A.A. or A.S. degree in which a community college faculty member has been hired to teach/work in and has been deemed to meet the minimum hiring qualifications established for that field.
 5. License shall mean the field of study which is typically part of an A.A.S. degree or a certificate/diploma program in which a technical college faculty member has been hired to teach/work in and had been deemed to meet the prescribed qualifications established for the license.

6. Activities shall mean uniform assignments such as Athletics, Athletic Coordinators, Theater, Music, Publications and other non-uniform activities such as clubs that are an integral part of the student life programs at the Community and Technical Colleges.
7. Associate in Science (A.S.). The A.S. degree may be awarded for successful completion of programs which are intended to provide a liberal arts and sciences background and to provide the foundation for baccalaureate programs with highly structured lower division requirements. Associate in Science programs shall include at least 90 quarter credits, with a minimum of 45 liberal arts and sciences credits.
8. Associate in Arts (A.A.). The A.A. degree may be awarded for successful completion of programs primarily intended to provide a broad liberal arts and sciences background. Associate in Arts programs shall include at least 90 quarter credit hours of completed course work which is defined as college level and which is designed to constitute the foundation for a baccalaureate degree. A minimum of 60 credits of the total for the degree shall be in liberal arts and sciences.
9. Associate in Applied Science (A.A.S.). The A.A.S. degree may be awarded for successful completion of programs primarily intended to prepare people for employment. A.A.S. programs shall include a minimum of 90 quarter credit hours, at least 30 of which are in liberal arts and sciences.
10. Employer shall mean both the Department of Employer Relations and the Minnesota State Colleges and Universities.

B. BARGAINING UNIT STRUCTURE:

1. All current faculty members shall remain in their current bargaining units.
2. Faculty hired after July 1, 1995, who teach courses in the following general education assigned fields shall be in the MCCFA bargaining unit:

American Studies	Anthropology	Art	Biology
Chemistry	CBE	Computer Science	Earth Science
Economics	Engineering	English	Environ. Science
ESL	Film Making	French	Geography
Geology	German	Health	History
Humanities	Internat'l Relations	Japanese	Journalism
Mass Comm.	Mathematics	Music	Native Amer. Studies
Natural Science	Ojibwe	Philosophy	Physical Education
Physics	Political Science	Psychology	Reading/SS
Russian	Sign Language	Sociology	Spanish
Speech	Theater		

This listing is intended to represent Assigned Fields that comprise the academic disciplines of the liberal arts and science curriculum. The actual names of Assigned

Fields may change pursuant to Board policy. A current listing of approved assigned fields is found in Appendix A of this MOU.

Faculty members who are hired for or assigned to provide work after July 1, 1995, in activity courses and activities (music, drama, newspaper, and athletics) clubs and intramurals that evolve from the disciplines above shall continue to be in the MCCFA bargaining unit.

3. Faculty hired after July 1, 1995 to teach courses which typically are included as part of an A.A. or A.S. degree program in the following community college based occupational assigned fields shall be in the MCCFA bargaining unit:

Accounting	Business (Into)	Business [Admin.]
Business [Law]	Business [Mgt]	Chem. Dep.
EHealth Services	Human Services	InformationMgmt(CurrentlyOffice)
Law Enforcement	Legal Assisting	Marketing
Nursing (AD)		

Faculty members who are assigned to provide direction of club activities that evolve from the programs related to the assigned fields above shall continue to be in the MCCFA bargaining unit.

4. Faculty hired after July 1, 1995, in the non-teaching assigned field of Librarian shall be in the UTCE bargaining unit.
5. Faculty hired after July 1, 1995, in the non-teaching assigned field of Counselor shall be in the UTCE bargaining Unit.
6. Faculty hired after July 1, 1995, who teach courses which typically are included as part of an A.A.S. degree or certificate/diploma program in the following occupational assigned fields/areas where a license is required shall be placed in the UTCE bargaining unit, except for those community college based assigned fields listed in B(3) above:

Agriculture	Agri-Business	Automated Mfg. Engr. Tech
Aviation	Career Orientation	Child Development
Civil Engineering Tech	CommunicationsTech	Computer Tech
Data Processing	Dental Assisting	Dental Hygiene
Dietetic Tech	Drafting/Design Tech	ElectricalEngin.Tech
Fashion Merchandising	Forestry Tech	Graphics
Health Care Mgmt.	Hospitality Mgmt.	Interpreter Training
Legal Office	Mass Media Tech	Mechanical Engineering
Medical Assistant	Medical Lab Tech	Medical Office
Natural Res. Tech	Nursing (Practical)	Occupational Therapy
Radiological Tech	Real Estate	Water/Waste Mgmt

This list is intended to represent the current Assigned Fields in the Minnesota Community Colleges that are occupational/technical and not reserved in paragraph 3 above.

7. Faculty teaching in additional occupational areas that currently exist only in the Minnesota Technical Colleges shall continue to be in the UTCE bargaining unit. A list of such program areas is included as Appendix B to this MOU. When new occupational programs are approved, pursuant to Board Policy, the faculty will be in the UTCE bargaining unit, unless some unusual situation arises. Nothing in this agreement shall prohibit the MCCFA from challenging a bargaining unit assignment made by the Employer under this section.

Faculty members who are assigned to advise clubs which are associated with the programs in these licensed areas shall also continue to be in the UTCE bargaining unit.

8. Faculty hired after July 1, 1995, who teach general studies courses shall be in the UTCE bargaining unit.
 9. Faculty hired after July 1, 1995, who teach developmental education courses shall be in the MCCFA bargaining unit.
-

STATEWIDE POLICY ON FMLA

Purpose

To provide guidelines to agencies on implementation of the Federal Family Medical Leave Act of 1993 (FMLA).

Policy

Every fiscal year, the State of Minnesota will provide up to 12 weeks of job-protected leave to "eligible" employees for certain family and medical reasons consistent with the FMLA, relevant State law, and collective bargaining agreements and plans.

Definitions

Listed below are the definitions of specific words and phrases as used in the Family Medical Leave Act. These definitions are intended to be used solely in relation to the provisions of the Family Medical Leave Act, and should not be expanded to any other situation. Following each heading is a citation number from the regulations published in 1995.

"EMPLOYEE IS NEEDED TO CARE FOR A FAMILY MEMBER" 825.116

This encompasses both physical and psychological care which include situations where:

- 1) Because of a serious health condition, the family member is unable to care for his or her own basic medical, hygienic, nutritional needs or safety; or is unable to transport himself or herself to the doctor.
- 2) The employee is needed to provide psychological comfort and reassurance which would be beneficial to a child, spouse or parent with a serious health condition who is receiving inpatient or home care.
- 3) The employee may be needed to fill in for others who are caring for the family members, or to make arrangements for changes in care, such as transfer to a nursing home.

"HEALTH CARE PROVIDER" 825.118

a) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices.

b) Others capable of providing health care services including only:

Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the State.

Nurse practitioners and nurse-midwives who are authorized to practice under State law.

Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

Clinical Social Worker.

Any health care provider from whom an employer or the employer's group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits, including a foreign physician.

"INCAPABLE OF SELF-CARE" 825.113

Incapable of self-care means that the individual requires active assistance or supervision to provide daily self-care in three or more of the "activities of daily living" (ADLs) or "instrumental activities of daily living" (IADLs).

"IN LOCO PARENTIS" 825.113

Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

"PARENT" 825.113

A biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. This term does not include parents "in law".

"PHYSICAL OR MENTAL DISABILITY" 825.113

A physical or mental impairment that substantially limits one or more of the major life activities of an individual.

"SERIOUS HEALTH CONDITION" 825.114

For purposes of the FMLA, serious health condition means an illness, injury, impairment, or physical or mental condition that involves:

A. Inpatient care, i.e., an overnight stay, in a hospital, hospice, or residential care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or

B. Continuing treatment by a health care provider that involves:

1. A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom) of more than three consecutive calendar days; and

2. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(a) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under order of, or on referral by, a health care provider; or

(b) One treatment session by a physician which results in a regimen of continuing treatment by a health care provider, or at least under the supervision of the health care provider; or

C. Pregnancy. Any period of incapacity due to pregnancy, or for prenatal care. This absence qualifies for FMLA leave even though the employee does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days; or

D. Chronic serious health condition. Any period of incapacity or treatment for such incapacity due to a chronic serious health care condition. This absence qualifies for FMLA leave even though the employee or immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days.

Chronic serious health condition is defined as one which:

(a) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; and

(b) Continues over an extended period of time; and

(c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.); or

E. Permanent or long term condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider, e.g., Alzheimer's, a severe stroke, or the terminal stages of a disease; or

F. Multiple treatments by a health care provider or a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention such as cancer (radiation, chemotherapy, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

Specific Exclusions. Routine physical, eye, or dental examinations, cosmetic treatments, cold, flu, and earaches are excluded.

Specific Inclusions. The following conditions are included in the definition of serious health condition:

A. Mental illness resulting from stress or allergies; and

B. Substance abuse if the conditions of the FMLA rules are met. Leave may only be taken for treatment of substance abuse by a health care provider or by a provider of health care services on referral by a health care provider.

Absence due to an employee's use of the substance does not qualify for FMLA leave.

"SON" OR "DAUGHTER" 825.113

A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care" because of a mental or physical disability.

"SPOUSE" 825.113

A spouse means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides, including common law marriage in states where it is recognized.

"UNABLE TO PERFORM THE FUNCTIONS OF THE POSITION OF THE EMPLOYEE" 825.115

Where the health care provider finds that the employee is unable to work at all or is unable to perform any of the essential functions of the employee's position within the meaning of the Americans with Disabilities Act.

Procedures and Responsibilities

I. Eligibility

A. Employee Eligibility

1. The employee must have worked for the State of Minnesota for at least one year; and
2. The employee must have worked at least 1,250 hours during the 12 months immediately preceding the request.

The Fair Labor Standards Act requires employers to count hours of work only, not paid hours such as vacation, holidays, sick pay, unpaid leave of any kind, or periods of layoff.

B. Reasons For Taking a Qualifying Leave

1. For the birth of the employee's child, and to care for such child.
2. For the placement with an employee of a child for adoption or foster care.
3. To care for the employee's seriously ill spouse, son or daughter, or parent.
4. Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of an employee's job.

Circumstances may require that leave for the birth of a child, or for placement for adoption or foster care, be taken prior to actual birth or placement.

C. Medical Certification

1. Where FMLA qualifying leave is foreseeable and 30 days notice has been provided, an employee must provide a medical certification before leave begins.
2. Where FMLA qualifying leave is not foreseeable, an employee must provide notice to the Employer of the need for leave as soon as practicable (1 or 2 working days is expected except in extraordinary circumstances). The employee must then provide medical certification within a reasonable timeframe established by the Employer.
3. An Appointing Authority may require medical certification to support a FMLA qualifying leave request either to care for an employee's seriously ill family member, or for leave due to a serious health condition that makes the employee unable to perform the functions of his or her job.
4. The Appointing Authority may require a fitness for duty report upon the employees return.

D. Designating Leave

1. An employer may make a preliminary designation of leave as FMLA qualifying if medical certification was not provided prior to the beginning of leave, or if the employer is waiting for a second or third medical opinion.
2. Where an employer has knowledge that an employee's leave qualifies as FMLA leave and does not designate the leave as such, the employer may not designate leave retroactively as FMLA leave unless:
 - i. The employee has been out of work and the employer does not learn of the reason for the leave until after the employee returns (in which case the employer must designate the leave upon the employee's return to work); or
 - ii. The employer has provisionally designated leave as FMLA leave and awaits receipt of a medical certification or other reasonable documentation.

If the employee gives notice of the reason of the leave later than two days after returning to work, the employee is not entitled to the protections of the FMLA.

II. Coordination With Collective Bargaining Agreements/Plans

- A. FMLA qualifying leaves of absence will be identified as those authorized under collective bargaining agreements or plans, i.e., disability leave or personal leave, dependent on which leave is appropriate.
- B. The FMLA provides for an unpaid leave under certain circumstances. The employer shall require an employee to use sick leave for situations required by the collective bargaining agreements. The employer shall only require an employee to use vacation in specific instances allowed by the collective bargaining agreements. However, the employee may request and the employer shall grant vacation or compensatory time. All paid sick leave time and vacation leave time counts toward the twelve (12) weeks of FMLA qualifying leave. However, any absences which are paid from the employee's accrued compensatory time account shall not be counted against the employee's FMLA leave entitlement.

III. Job Benefits and Protection

- A. During an FMLA qualifying leave, the employee and dependent health and dental insurance is maintained on the same basis as coverage would have been provided if the employee had been continuously employed during the entire leave period.
- B. An eligible employee returning from a FMLA qualifying leave is entitled to be restored to the same position and shift that the employee held when the FMLA qualifying leave began, or to an equivalent position and shift with equivalent benefits, pay, and other terms and conditions of employment.

C. Provided the employee returns to work immediately following his/her FMLA qualifying leave (i.e., does not follow the FMLA qualifying leave with additional unpaid leave), benefits must be resumed upon the employee's return to work at the same level as were provided when leave began. Any new or additional coverage or changes in health benefits must be made available to an employee while on FMLA qualifying leave.

IV. General Provisions

A. Recordkeeping

1. FMLA provides that the Appointing Authority shall make, keep, and preserve records pertaining to the obligations under the Act.
2. The records must disclose the following:
 - (a) Basic payroll data - name; address; occupation; rate of pay; hours worked per pay period; additions and deductions from wages; total compensation paid.
 - (b) Dates FMLA qualifying leave is taken.
 - (c) If FMLA qualifying leave is taken in increments of less than one full day, the number of hours taken.
 - (d) Copies of employee notices of leave provided to the employer; copies of all general and specific notices given to employees by the employer.
 - (e) Any documents describing employee benefits or employer policies or practices regarding taking of paid or unpaid leave.
 - (f) Records of any disputes between the employer and employee regarding designation of FMLA qualifying leave.
 - (g) Records and documents relating to medical certifications or medical histories of employees or employees' family members, shall be maintained in separate confidential files.
 - (h) Premium payments for employee benefits.

B. Posting Requirements

1. Appointing Authorities must post a notice describing the Act's provisions. The notice must be posted in all areas where employees would normally expect to find official notices.
2. If an Appointing Authority publishes and distributes an employee handbook, information on employee entitlements and obligations under the FMLA must be included.

3. If the Appointing Authority does not publish or distribute a handbook, it must provide written guidance to employees when they request a FMLA qualifying leave.

C. Employer's Response to the Employee's Request for FMLA Leave

When an employee requests FMLA qualifying leave, the employer must provide the employee with the following:

1. Notice describing the employee's obligations and explaining the consequences of a failure to meet the obligations.
2. The leave will be counted against the employee's twelve weeks of FMLA leave.
3. Medical certification requirements.
4. Employee's right to use paid leave and whether the employer requires the substitution of paid leaves.
5. Requirements concerning payment of health insurance premiums.
6. The employee's potential liability for payment of health insurance premiums paid by the employer during FMLA leave if the employee fails to return to work for at least thirty (30) calendar days after taking the leave.
7. Requirements for a fitness-for-duty certificate for the employee to be restored to employment.
8. The employee's rights to restoration to the same or an equivalent job upon return from FMLA leave.

D. Appeal Process

If an employee believes that their rights under the FMLA have been violated, he/she may:

1. Internal

- a.) Contact your Human Resources office, or;
- b.) Contact your Labor Union/Association.

2. External

- a.) File or have another person file on his/her behalf, a complaint with the Secretary of Labor.

- (1.) The complaint may be filed in person, by mail or by

telephone, with the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor. The complaint may be filed at any local office of the Wage and Hour Division; the address may be found in telephone directories.

- (2.) A complaint filed with the Secretary of Labor should be filed within a reasonable time of when the employee discovers that his/her FMLA rights have been violated, but in no event more than two (2) years from the date the alleged violation occurred, or three (3) years for a willful violation.
- (3.) No particular form is required to make a complaint, however the complaint must be reduced to writing and include a statement detailing the facts of the alleged violation.

or;

- b.) File a private lawsuit pursuant to section 107 of the FMLA.
-