Cornell University
ILR School

BLS Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the BLS Contract Collection, see
http://digitalcommons.ilr.cornell.edu/blscontracts/

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements (for a glossary of the elements see - http://digitalcommons.ilr.cornell.edu/blscontracts/2/)

Title: **Minnesota State Colleges & Universities (Technical & Commercial Faculty) and Minnesota State College Faculty (MSCF), (2005) (MOA)**

K#: **800241**

Location: **MN**

Employer Name: **Minnesota State Colleges & Universities (Technical & Commercial Faculty)**

Union: **Minnesota State College Faculty (MSCF)**

Local:

SIC: **8222**

NAICS: **611210**

Sector: **S**

Number of Workers: **3700**

Effective Date: **07/01/05**

Expiration Date: **06/30/07**

Number of Pages: **148**

Other Years Available: **N**

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School - http://www.ilr.cornell.edu/

PREAMBLE

This Contract is made and entered into this ~~2nd~~ day of ~~February 2004~~November 2005, 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.

Converted Temporary Full-time Faculty. "Converted Temporary Full-time Faculty" shall mean individual temporary part-time faculty who meet minimum hiring qualifications and are assigned a full-time work load over the academic year at a single college.

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.

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 (80%) for 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.

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 (*discipline(s)* may mean division, department, or program). The faculty will select one member to serve as Council President. 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~~ president 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. Beginning July 1, 2006, the release time for an individual officer may be in credits or in days, as agreed to by the state MSCF President and the Chancellor or designee. For purposes of reimbursement the days shall be converted to a reasonable credit equivalency. Such officers shall remain on the state payroll at their regular salary and lose no benefits. Effort will be made to schedule such officers' college duties to accommodate their MSCF responsibilities.

Section 7. Release Time for Other MSCF Representatives.

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

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

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

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

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

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

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

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

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

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

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

Up to eighteen (18) delegates from the 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. The MSCF shall reimburse the colleges at the rate of $ ~~900.00~~ 1,000.00 per credit for actual release time utilized.

ARTICLE 10
WORK YEAR AND WORK WEEK

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

The determination of the actual number and configuration of the class, test, and administration assigned duty days in each semester shall be by agreement of the leadership of the administration and the faculty at each college. Such agreement shall be reached after two

(2) meetings or the calendar shall contain the same number and configuration of class, test and administration assigned duty days as the previous academic year. Before the calendar is finalized, the student leadership shall have the opportunity to review and comment on the proposed calendar.

Subd. 1. Alternate Academic Calendar for Specific Occupational or Technical Programs. For an occupational or technical program that needs additional instructional days beyond the number established above, the program instructor(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. 2. Instructors who are on special assignment ~~or Counselors~~ or Librarians. Instructors who are on special assignment ~~or any counselors~~ or librarians shall work at their normal duties for the one hundred seventy-one (171) day total minus the administration assigned duty days. Such duty days may or may not be conducted at the same time as the rest of the college.

Subd. 3. Counselors. Counselors' calendars shall reflect the same number of days as the teaching faculty at the college. The dates of the administratively assigned duty days may be different from those of the teaching faculty, but the number of such days shall be the same. The dates of the administratively assigned duty days for counselors shall be determined in accordance with Section 1 of this Article.

Subd. ~~3~~4. Part-Time Faculty. Part-Time faculty shall be responsible for the appropriate pro-ration of the full-time faculty obligation.

Section 2. 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. 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 3. 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, or 2 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 4. 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. Year-round occupational/technical programs are

exempt from the thirty-nine (39) day provision. For purposes of this subdivision, year-round occupational/technical programs shall mean those programs that require enrollment in an occupational/technical course(s) outside of the established academic year as a condition for continuation in or completion of the program.

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 nine (9) 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 17. The administration, after consultation with the faculty members in each credential field, 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 Subd.~~ivision~~ 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.

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

A. Courses/sections added after the initial rotation but before the end of the academic year shall be offered to faculty as follows:
   1. Courses/sections added to the summer schedule shall first be offered to the faculty member at the top of the summer rotation list in the credential field appropriate to the course/section even if the faculty member is fully loaded.
   2. After the faculty member at the top of the list has made his/her selection the remaining course(s)/section(s) shall be offered to those faculty members on the summer rotation list, in rotation order, who are not fully loaded.
   3. A faculty member who is offered a course/section under this provision shall make his/her decision to accept or decline within three (3) days of being offered the course/section.

B. Course(s)/section(s) added after the end of the academic year but prior to the beginning of summer session are not subject to rotation. This includes

courses/sections that start on dates that do not coincide with the official beginning of the summer session.

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

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

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

Section 5. 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 6. 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 librarian 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. 2. Counselors. If a counselor in a college accepts at least ten (10) extra days during any fiscal year, by mutual consent of the counselor 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. Effective January 1, 2006, the workload for internship supervision shall be one (1) credit for every seventeen (17) student credits. A student credit shall be defined as one student enrolled for one credit. ~~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. An alternate method for compensation may be implemented at the request of either the faculty member or the administration and upon agreement of the faculty member, the college president and the MSCF.

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) Continuing Education Unit (CEU) shall count as two-thirds (2/3) credit for the purpose of load computation.

Subd. 8. Class 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 approval and, if approved, consolidated into a master schedule. In the case of multi-faculty programs and/or disciplines, the faculty member(s) shall first work in consultation with the administration and each other to develop schedules prior to submission to the college administration for approval. The administratively-approved schedule shall be provided to the faculty member in writing and shall include an itemization of all equated credit assignments.

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

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

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

Subd. 10. 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 MSCF and the administration. Under exceptional circumstances an instructor may admit two (2) additional students per section.

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.

	Per Semester	Per Academic Year
Credits (assigned to courses	15	30

or equated credits)

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

	Per Semester	Per Academic Year
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 MSCF and the administration.~~

Subd. 5 ~~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 (½) the total number of credits assigned for all the individual classes plus one (1), whichever is greater.~~

Subd. 6 ~~9~~. Department and/or Division Coordinators. The president may establish, through the Shared Governance Council at each college, department and/or division coordinator positions as needed. If such positions are established they shall be based upon the faculty members' community of interest and shall be done in accordance with the following:

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

E. **Consolidated Campuses:** At consolidated campuses where departments/divisions are combined, an alternate process for designating departments/division 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. An alternate method for compensation may be implemented at the request of the faculty member and upon agreement of the college president and the MSCF.

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 given a minimum credit equivalence of three (3) credits per semester, unless the MSCF chapter president, coordinator and college president agree in writing to a lesser amount.

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

Subd. 1. Credits and Contact Hours. Faculty in the former UTCE bargaining unit may be assigned an annual maximum of up to thirty-two (32) credits or up to twenty-seven (27) contact hours per week. Whenever either limit has been reached the instructor may accept additional credit or contact hour assignments as overload. When making part-time assignments, the credit/contact hour limitation shall be a 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 hour. Two (2) weekly student contact hours in any lab is equal to one (1) lab credit.

~~**Subd. 2. Class 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, consolidated 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. 2 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. An alternate method for compensation may be implemented at the request of the faculty member and upon agreement of the college president and the MSCF.

Subd. 3 ~~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.

Subd. 4 ~~6~~. Preparations for Faculty Teaching General Education Disciplines (See Paragraph 2 of 1999 BMS Orders). 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 ~~7~~. Office Hours for Faculty Teaching General Education Disciplines (See Paragraph 2 of 1999 BMS Orders.) Each instructor shall post and maintain one (1) office (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.

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.~~ All counselors, by credential field, shall be responsible for the development, and implementation of the counseling services, including summer coverage, to support the mission and philosophy of each institution and to develop, cooperatively with the administration, the goals and objectives for these services prior to the start of each academic year. Counselors on each campus, among themselves, shall develop their methods of implementation for the purpose of accomplishing these goals and objectives. Priority will be 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~~. Counselors shall be responsible for scheduling thirty-five (35) hours per week to accomplish the goals and objectives referred to above. 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 and no ~~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 17.

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:

Subd. 1. Uniform Assignments	**Credit Equivalencies**
A. **Athletics**	
Football (Head)	7
Football (Asst.)	4
Wrestling (Head)	7
Wrestling (Asst.)	4
Baseball	7
Volleyball	7

Basketball (Head Women's)	7
Basketball (Head Men's)	7
Basketball (Asst. Women's)	4
Basketball (Asst. Men's)	4
Soccer (Women's)	7
Soccer (Men's)	7
Softball	7
Cross Country (Combined)	4.5
Cross Country (Men's)	3
Cross Country (Women's)	3
Golf (Men's)	3
Golf (Women's)	3
Golf (Combined)	4.5
Tennis (Women's	3
Tennis (Men)	3
Tennis (Combined)	4.5

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

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

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

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

Golf (Women's)	.5
Golf (Combined)	.5
Tennis (Women's	.5
Tennis (Men)	.5
Tennis (Combined)	.5

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

C. **Theater**

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

D. **Music**

1. Major group - 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 Academic Affairs and Standards Council ~~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. Other Assignments. 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:

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

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 five hundred dollars ($1,500~~.00~~) for ~~the~~ academic year 2005-2006 and two thousand five hundred dollars ($2,500) for academic year 2006-2007. 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, Sparsity Farm Business Management, Small Business Management, Computerizing Small Business, Lamb & Wool Management, and Specialty Crop Management.

Management Credit: Management C~~c~~redits 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~~ the faculty member which is one of the following: a part time contract, a base contract, or a base contract plus a maximum of up to ~~30~~ thirty-four (34) 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.~~

~~**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.~~

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

~~**Unique Assignments**~~ **Credit Equivalence**~~: "Unique Assignments"~~ Credit equivalence shall be reasonable and may be calculated as a proportion of the 30 or 32-credit load or as a proportion of the days worked. ~~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~~ this Contract that are not contained in this section shall remain in full force and effect.

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

Subd. 1. Management Faculty Credit Expectation for Base Contract: ~~Only paid~~ Registered management credits ~~will~~ shall 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~~

Contract Expectations up to Base	**Credits Per Day**	
Up to 171 days	**FY06**	**FY07**
Farm Business Management	2.02	2.03
Sparsity Farm Business Management	1.76	1.79
Small Business Management	1.76	1.79
Computerizing Small Business	1.70	1.79
Specialty Crop Management	1.60	1.79
Lamb & Wool Management	1.65	1.79
Contract Length (Days) = Registered Credits / Credits Per Day		

Subd. 2. Management Faculty Credit Expectation for Extended Days: Registered management credits generated in the current year in excess of the base shall be used to calculate extended days for the current year. Total workload for the delivery of management credits including base and extended days shall be limited to a maximum of 1.4 FTE. Credit expectations for extended days for management faculty are as follows:

Extended Day Credit Expectations	**Credits Per Day**	
Level 1: 172 days to 205 days	**FY06**	**FY07**
Farm Business Management	2.02	2.25
Sparsity Farm Business Management	1.76	2.00
Small Business Management	1.76	2.00
Computerizing Small Business	1.76	2.00
Specialty Crop Management	1.76	2.00
Lamb & Wool Management	1.76	2.00
Contract Length (Days) = Registered Credits / Credits Per Day		

Extended Day Credit Expectations	**Credits Per Day**	
Level 2: 206 days to 239 days	**FY06**	**FY07**
Farm Business Management	2.25	2.75
Sparsity Farm Business Management	2.00	2.50
Small Business Management	2.00	2.50
Computerizing Small Business	2.00	2.50
Specialty Crop Management	2.00	2.50
Lamb & Wool Management	2.00	2.50

$$\text{Contract Length (Days)} = \frac{\text{Registered Credits}}{\text{Credits Per Day}}$$

~~**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~~ shall submit for approval ~~a schedule of workdays~~ to the college president or designee a schedule of workdays for the initial contract up to a maximum of 205 days. This schedule shall include student contact days ~~(including up to a maximum of 30 extended days),~~ and all duty days assigned by administration including regularly scheduled department/division meetings. The schedule may be modified as needed by the management faculty with prior approval of the college president or designee.

~~**Section 3. 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 or to what extent overload will be awarded in the following year.~~

Section ~~4~~ 3. ~~Workload Modifications to Initial~~ Contract Adjustments: ~~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.~~ A review of registered credits shall be made January 15 and April 15 to determine if an adjustment to the faculty member's contract is needed.

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

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

Subd. 3. ~~B.~~ Payment: Salary adjustments ~~will~~ shall be ~~paid~~ made on or before ~~beginning with~~ the second full pay period following the ~~calculation~~ contract adjustment.

~~Subd. 2~~ Section 4. Final Calculation: A ~~second and~~ final calculation of additional workload for the current year will be made according to ~~paid~~ registered credits at the close of the business day on June 30. If the ~~paid~~ credit level exceeds the workload level determined in ~~the first~~ the previous contract adjustment ~~workload modification calculation~~, additional extended days will be awarded, up to a ~~total~~ maximum contract length of the ~~30~~ 239 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 the base 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. **Subd. 1. Payment:** ~~Salary will be paid the first full pay period in July.~~ Salary adjustments will be made on or before the second full pay period following the final calculation.

Section 5. ~~New~~ Management Faculty New to a Program or Site: A probationary management faculty~~, new to a program or site are~~ member is expected to reach the Initial Contract credit expectation by the end of his/her third year. The administration may allow unlimited faculty new to a program site flexibility in meeting the base contract credit expectation. ~~New faculty~~ Probationary and unlimited faculty, new to a program or site, shall be awarded extended days ~~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, w~~When ~~additional~~ time is needed to establish/expand the program, administration may award ~~additional base and~~ extended days beyond ~~those~~ what is 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 Unlimited Faculty: Unlimited ~~F~~faculty are considered full time if the ~~paid~~ credits delivered are at least ninety-five percent (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.

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.

Section 1. Initial 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 secondary (grades 7-12) and post-secondary teaching experience shall be granted regardless of the discipline area of teaching. Effective July 1, 2004, credit for elementary (grades K-6) teaching experience shall be granted for faculty hired in the areas of reading, child development, and education. Full-time appropriate 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.

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

Column I	-	Step ~~14~~ 13
Column II	-	Step ~~12~~ 11
Column III	-	Step ~~10~~ 9
Column IV	-	Step ~~09~~ 8
Column V	-	Step ~~08~~ 7

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

A faculty member who has relevant interim work experience shall be placed on the salary schedule as if ~~his/her step movement had not been interrupted~~ he/she had been employed and shall include any salary schedule reformatting and/or renumbering.. The relevant interim work experience shall be credited on a one (1) year for one (1) step basis. If no such interim work experience has occurred, the faculty member will be placed on the salary schedule where he/she was at the time of separation and include any salary schedule reformatting and/or renumbering.

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

Subd 3. Exceptions to the Maximum Placement. Initial step placement may exceed the step limits when:

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

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

C. The MSCF and the Office of the Chancellor have mutually agreed upon a waiver as requested by the college administration.

Subd. 4. Job Market Stress. Between January 1 and January 15 of each year, representatives from MSCF and MnSCU shall meet and mutually agree on disciplines/program areas that are suffering job market stress. For those disciplines/program areas identified, the step placement process shall be waived and new hires may be placed on any step within the appropriate column.

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.

Subd 1. Definition of Columns.

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 m~~ Master's or doctoral degree with thirty (30) graduate semester credits (forty-five (45) graduate quarter credits) in the credential field.

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

Subd. 2. In Credential Field and Advanced Degrees and Credits. 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.

H. 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.

I. 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.

J. 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 bachelor's degree in accounting, but will have to meet the other requirements for Column IV and Column V.

K. 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.

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

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

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

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

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

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

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

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

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

~~**Subd. 4. Grandparented 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. Lump Sum Payment~~.~~ All faculty members with unlimited status on or before August 15, 2005 who were at the top step of their respective column during the 2004-2005 academic year will be paid one lump sum payment of $4000 as soon as possible following approval by the Legislative Coordinating Commission Subcommittee on Employee Relations. ~~No later than April 30, 2004, faculty members who are on Column I-step 19 or below, Column II-step 17 or below, Column III-step 15 or below, Column IV-step 13 or below and Column V-step 11 or below of the 2003-04 salary schedule shall receive a lump sum payment of $ 250.00. Part-time faculty shall be prorated based on his/her cumulative F.T.E. for the 2003-04 academic year.~~

Section 5. Awards for Excellence.
At the discretion of the College President or designee, a faculty member may be granted an award for excellence of up to five thousand dollars ($5,000), subject to the following limitations:

A. A faculty member or a group of faculty members seeking consideration for an award for excellence will submit a written proposal that has been approved by the individual's or individuals' supervising administrator(s) to a College Award for Excellence Committee. The proposal must specifically delineate either: a.) performance objectives to be achieved during an identified period of time that are above and beyond the normal requirements of the individual's position(s), and a method of assessing the outcome; or b.) special project goals during an identified period of time, and a method of assessing the outcome. The committee will be composed of an equal number of college administrators appointed by the College President or designee and MSCF faculty members appointed by the MSCF Chapter President. The committee may accept, reject or make suggestions on how to improve the proposal to make it acceptable. Rejected proposals and proposals with improvement suggestions shall be returned to the proposer(s). In the event the committee is deadlocked the proposal shall be forwarded, with supporting documentation, to the College President or designee for a decision.

B. Proposals deemed acceptable by the committee will be forwarded to the College President or designee, who may approve the proposal. At the time of approval, the College President shall identify the monetary award to be paid upon successful completion of the proposal. Approval of the College President or designee must be received prior to initiation of the plan.

C. Each college may propose additional reasonable and necessary written guidelines, for this committee's use after review by the Faculty Shared Governance Council.

D. Failure to complete the objectives and/or goals of the project shall result in no award for excellence being given but shall not be cause for any discipline or loss of professional advantage.

E. Upon completion of the objectives and/or goals of the proposal, the faculty member(s) will provide written notice to the committee and describe how the objectives and/or goals have been achieved. The committee will meet and prepare a written recommendation for the College President or designee whether or not to issue an award for excellence. The committee shall keep minutes of its meetings and post them.

The College President or designee may accept or reject the committee's recommendation if the recommendation is neutral or negative. If the recommendation is positive, the College President or designee shall authorize payment.

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

Section 6 ~~5~~. Step Movement.

Subd. 1. ~~Effective July 1, 2004, and prior to the step movement provided in Subd. 2 below, faculty members on Column I-step 21, Column II-step 19, Column III-step 17, Column IV-step 15 and Column V-13 of the 2003-04 salary schedule shall advance to the top step of their column on the 2004-05 salary schedule.~~ Effective July 1, ~~2004~~ 2005, a faculty member who was employed during the 2004-05 academic year and paid via the salary schedule shall advance one (1) step if:

- he/she was not at the top step in 2004-05, and
- he/she is employed during academic year 2005-06 ~~2004-05~~ and continues to be paid from the salary schedule.

Subd. 2. Effective ~~July~~ January 1, 2007, a faculty member who was employed during the ~~2004-05~~ 2005-2006 academic year and paid via the salary schedule shall advance one (1) step if:

- he/she was not at the top step in 2005-06, and
- he/she is employed during academic year 2006-07 and continues to be paid from the salary schedule.

Section 7 ~~6.~~ Salary Schedules.

Subd. 1. ~~2003-2004~~ 2005-2006 Salary Schedule. The salary schedule for the 2005-2006 ~~2003-2004~~ academic year, to be effective July 1, ~~2003~~ 2005,, 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~~				

STEPS	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
01	32,350	35,850	39,350	42,850	46,350
02	34,100	37,600	41,100	44,600	48,100
03	35,850	39,350	42,850	46,350	49,850
04	37,600	41,100	44,600	48,100	51,600
05	39,350	42,850	46,350	49,850	53,350
06	41,100	44,600	48,100	51,600	55,100
07	42,850	46,350	49,850	53,350	56,850
08	44,600	48,100	51,600	55,100	58,600
09	46,350	49,850	53,350	56,850	60,350
10	48,100	51,600	55,100	58,600	62,100
11	49,850	53,350	56,850	60,350	63,850
12	51,600	55,100	58,600	62,100	67,350
13	53,350	56,850	60,350	63,850	
14	55,100	58,600	62,100	67,350	
15	56,850	60,350	63,850		
16	58,600	62,100	67,350		
17	60,350	63,850			
18	62,100	67,350			
19	63,850				
20	67,350				

Subd. 2. 2006-07 ~~2004-2005~~ Salary Schedule. The salary schedule for the 2006-07 ~~2004-2005~~ academic year, to be effective July 1, 2006 ~~2004~~, 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~~	~~66,750~~
~~14~~	~~52,750~~	~~56,250~~	~~59,750~~	~~63,250~~	
~~15~~	~~54,500~~	~~58,000~~	~~61,500~~	~~66,750~~	
~~16~~	~~56,250~~	~~59,750~~	~~63,250~~		
~~17~~	~~58,000~~	~~61,500~~	~~66,750~~		
~~18~~	~~59,750~~	~~63,250~~			
~~19~~	~~61,500~~	~~66,750~~			
~~20~~	~~63,250~~				
~~21~~	~~66,750~~				

STEPS	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
01	33,000	36,500	40,000	43,500	47,000
02	34,750	38,250	41,750	45,250	48,750
03	36,500	40,000	43,500	47,000	50,500
04	38,250	41,750	45,250	48,750	52,250
05	40,000	43,500	47,000	50,500	54,000
06	41,750	45,250	48,750	52,250	55,750
07	43,500	47,000	50,500	54,000	57,500
08	45,250	48,750	52,250	55,750	59,250
09	47,000	50,500	54,000	57,500	61,000
10	48,750	52,250	55,750	59,250	62,750
11	50,500	54,000	57,500	61,000	64,500
12	52,250	55,750	59,250	62,750	68,000
13	54,000	57,500	61,000	64,500	
14	55,750	59,250	62,750	68,000	
15	57,500	61,000	64,500		
16	59,250	62,750	68,000		
17	61,000	64,500			
18	62,750	68,000			
19	64,500				
20	68,000				

Section 8 ~~7~~. 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 9 ~~8~~. 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.~~ Honoraria and/or stipends may be mutually agreed to by the faculty member and the college administration for purposes of special project work, extra curricular activities, etc. if the amount is equal to or less than five hundred dollars ($500) for each occurrence. Faculty members shall not earn more than one thousand dollars ($1000) in any fiscal year. Such payments shall be exempt from the forty percent (40%) overload salary maximum.

Section 10. PSEO/Concurrent Enrollment. Payment for assignments for mentoring/monitoring instruction in the college/high school credit programs shall be paid on a pro rata credit equivalent basis. In no case shall an individual who does not meet minimum qualifications in the credential field of the course be assigned to mentor or do similar work. Effective July 1, 2006, mentors for these programs shall be compensated at the rate of one (1) credit for the first time an instructor is mentored in a course and one-half (1/2) credit each successive time.

Section 11. 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)~~ twenty-five ($25) per lecture credit and ~~thirty dollars ($30) per lab credit~~ fifty dollars ($50) 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)~~ twenty-five ($25) per lecture credit and ~~thirty dollars ($30) per lab credit~~ fifty dollars ($50) per lab credit.

Section 12. 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 13. 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~~ temporary part-time/full-time 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 14. 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 compensated at the rate of five hundred and twenty-five dollars ($525) to ~~one thousand fifty dollars ($1,050)~~ one thousand two hundred dollars ($1200) 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)~~ one thousand two hundred dollars ($1200). 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 15. 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. If the workload in each semester is essentially equal, unlimited part-time faculty members may choose to be paid equally over nine (9) or twelve (12) months. Unlimited part-time faculty members whose assignments do not meet their minimum guaranteed appointment shall be compensated for the balance of their appointment in the spring semester. However, unlimited part-time faculty members may be given additional assignments consistent with Article 11 to meet the minimum guaranteed appointment.

Section 16. 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 17 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 (½) hour lesson per week.

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

Section 18. 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 19. Overload Assignments and Overload Salary Maximum.

A. An overload assignment shall be defined as any assignment to a faculty member that exceeds the workload assignment limitations in this contract. Overload assignments must be mutually agreed upon between the faculty member and the college president or designee.

B. The total payment for non-credit teaching, summer school teaching, overload, and extra days shall not exceed forty percent (40%) of the faculty member's schedule salary, except in cases where the conditions of an outside grant requires additional days, or except as specified in Article 11, Section 2, Subd. 8 and Section 3, Subd. 3. The one hundred forty percent (140%) total for a given year refers to the academic year and overload pay and/or the extra days assigned during the fiscal year in which the academic year occurs.

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

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

E. The activities listed in paragraphs B and D above must be non-student contact. C.B.E. evaluation payments, life/work experience evaluation and test out payments, customized training compensation, ~~and~~ short-term substitute faculty work, and honoraria/stipend payments in accordance with Section 9 above shall not count toward the overload restriction. The guiding principle is that whenever assignments require student contact, approval for exception to the forty percent (40%) restriction must be granted prior to the assignment.

Section 20. 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 21. 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 22. Other Pre-tax Expense Account. The Employer agrees to provide faculty members with the option to participate in an expense account for payment of parking fees and transit expenses on a pretax basis as permitted by law or regulation.

Section 23. 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. Birth or Adoption Leave. A faculty member shall be granted up to five (5) days, charged against sick leave, for the birth of a child or 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 college 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 ten (10) days.

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

Personal leave may be taken in full day or one-half (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~~ college 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~~.~~ , plus such additional time in each case as such a faculty member may be required to serve pursuant to law.

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~~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 eligible faculty members ~~hired before July 1, 1995~~ who ~~have reached age fifty-five (55) and~~ have a total of fifteen (15) years of service shall be granted ~~eligible for~~ enhanced sick leave liquidation pay upon permanent separation from state service.

B. All eligible 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. All eligible f~~F~~aculty 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 (12½%) 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. Payment of Benefits. The faculty member shall receive the enhanced sick leave payment in two (2) equal installments: the first upon separation and the second on the first pay period following the one (1) year anniversary of the faculty member's date of separation.

Subd. 4 ~~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.

Subd. 4. Payment of Benefits. Faculty members shall receive compensation for the benefits outlined in this section 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 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~~5. 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 two hundred dollars ($2,200.00) for all eligible faculty members in the former MCCFA bargaining unit during the 2003-2004 academic year and up to a maximum of~~ two thousand three hundred dollars ($2,300) for all eligible faculty members in the former MCCFA bargaining unit during the ~~2004-2005~~ 2005 - 2006 academic year to be paid into the Minnesota State Colleges and Universities Supplemental Retirement Account of the retirement fund.

Subd. 2. Former UTCE. Pursuant to M.S. 136.80, 136.81 and 356.24, the ~~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 six hundred dollars ($1,600.00) for all eligible faculty members in the former UTCE bargaining unit during the 2003-2004 academic year and up to a maximum of~~ one thousand eight hundred dollars ($1,800) for all eligible faculty members in the former UTCE bargaining unit during the ~~2004-2005~~ 2005 – 2006 academic year to be paid into the Minnesota State Colleges and Universities Supplemental Retirement Account of the retirement fund.

Subd. 3 Amount of Deduction. Effective July 1, 2006, and 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 ($6000) up to a maximum of two thousand three hundred dollars ($2,300) for all eligible faculty members in the MSCF bargaining unit during the 2006 – 2007 academic year to be paid into the Minnesota State Colleges and Universities Supplemental Retirement Account of the retirement fund.

Subd. ~~3~~4. New Hires. Faculty members who become eligible for this benefit during the life of this contract shall receive the benefits in Subd.~~1~~. 3 above.

Section ~~7~~6. Phased Retirement Program.

Subd. 1. Eligibility. Pursuant to M.S. 354.66, 354A.094 or 354B.31 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. If the parties are unable to reach mutual agreement on the faculty member's request, the request will be granted unless, the college can demonstrate that approving a portion or all of an individual's phased retirement proposal would pose a unique and undue burden on the institution. 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~~ .40 FTE and no more than ~~.67~~ .80 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 20 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 11 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%)~~ eighty percent (80%), then the faculty member will be granted ~~6.7~~ eight (8) days of sick leave and ~~1.34~~ one point six (1.6) 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~~7. ~~Post Retirement~~ Health Care Savings Plan (HCSP).

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 (HCSP) 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. 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 (HCSP) Account established under Minnesota Statutes 352.98. With the remaining fifty percent (50%), faculty members may work with the college Human Resources office to have this cash payout rolled directly into a tax-deferred account of the faculty members' choosing.

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 percent (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 percent (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 college 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 college 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 college 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. 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 sabbaticals, if for a full-year, will be at ninety percent (90%) of 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~~ An unlimited faculty member may apply for an internship under the following conditions:

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

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

Subd. 3. Selection of Applicants. A committee jointly appointed by the Shared Governance Council and the College President will determine eligible applicants based

on the purposes stated in 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. 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. (See www.hr.mnscu.edu/LR/Contracts/adminPlan03-05/expReim.pdf)

ARTICLE 19
INSURANCE

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

All insurance eligible faculty members will be provided with a Summary Plan Description (SPD) called "Your Employee Benefits". 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**. The spouse of an eligible faculty member (if not legally separated). For the purposes of health insurance coverage, if that spouse 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 work for the State or another organization participating in the State's Group Insurance Program, neither spouse may be covered as a dependent by the other, unless one spouse is not eligible for a full employer contribution as defined in Section 3A.

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) step-child. 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 work for the State or another organization participating in the State's Group Insurance Program, either spouse, 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

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

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

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

A. **Unlimited and Temporary Full-time Faculty.** Unlimited full-time, unlimited part-time and temporary full-time f~~F~~aculty 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)~~.

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

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

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

3. If a temporary part-time faculty member is eligible for insurance coverage during the summer, the level of the employer contribution (full or partial) shall be the same as the temporary part-time faculty member received during

the immediately preceding spring semester. However, if the aggregate number of credits assigned to the temporary part-time faculty member for the academic year (fall and spring semesters) is twenty-four (24) or more the faculty member shall receive the full employer contribution for insurance during the summer regardless of the level received during the immediately preceding spring semester.

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

A. **Unlimited Faculty.**

1. Unlimited 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.

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

1. When a temporary part-time faculty member is assigned to at least six (6) credits but less than twelve (12) credits or credit equivalents is fall semester then the faculty member shall receive the partial employer contribution for that semester.

2. When a temporary part-time faculty member is assigned to at least six (6) credits but less than twelve (12) credits or credit equivalents is spring semester then the faculty member shall receive the partial employer contribution for that semester.

~~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 for health and dental coverage(s). The partial employer contribution for health and dental coverage(s) is fifty percent (50%) of the full cost.~~

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

A. **Faculty Members on Layoff.**

1. A ~~former MCCFA~~ faculty member with assigned field credentials 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~~ the full employer contribution and

all other benefits provided under this Article for twelve (12) months ~~from the date of layoff~~ in accordance with Article 22, Section 5, Subd. 6, **Group Insurance**.

2. A ~~former UTCE~~ faculty member with license credentials 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~~ the full employer contribution and all other benefits provided under this Article for twelve (12) months ~~from the date of layoff~~ in accordance with Article 22, Section 6, Subd. 2A, Option A, **Group Insurance**.

3. A ~~former UTCE~~ faculty member with license credentials who receives a full employer contribution, who has four (4) years of continuous service, and who has been laid off, remains eligible for ~~a~~ the full employer contribution and all other benefits provided under this Article for six (6) months ~~from the date of layoff~~ in accordance with Article 22, Section 6, Subd 2B, **Group Insurance**.

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~~ 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~~ 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 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 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. (www.doer.state.mn.us/cmr-prsl/fmla.htm)

Section 4. Amount of Employer Contribution. For faculty members eligible for an employer contribution as described in Section 3., the amount of the employer contribution will be determined as follows beginning on January 1, ~~2004~~2006 The employer contribution amounts and rules in effect on June 30, ~~2003~~2005will continue through December 31, ~~2003~~2005.

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 for the ~~2004 and 2005~~ 2006 and 2007 plan years, the Employer contributes an amount equal to eighty-five percent (85%) of the dependent premium of the Minnesota Advantage Health Plan (Advantage).

Subd. 2. Contribution Formula -- Dental Coverage.

A. **Faculty Member Coverage**. For faculty member dental coverage, the Employer contributes an amount equal to the lesser of ninety percent (90%) of the faculty member premium of the state dental plan, or the actual faculty member premium of the dental plan chosen by the faculty member. However, for calendar years beginning January 1, 2006 and January 1, 2007. the minimum faculty member contribution shall be five dollars ($5.00) per month.

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

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

Section 5. Coverage Changes and Effective Dates.

Subd. 1. When Coverage May Be Chosen.

A. Newly Hired Faculty Members. All faculty members hired to an insurance eligible position must make their elections by their initial effective date of coverage as defined in this Article, Section 5C. Insurance eligible faculty members will automatically be enrolled in basic life coverage. If employees eligible for a full employer contribution do not choose a health plan administrator and a primary care clinic by their initial effective date, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that meets established access standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the employee's residence at the beginning of the insurance year.

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

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

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. (A 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,
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, 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 (including changing between part-time and full-time or hourly and salary) of the faculty member, the faculty member's or retiree's spouse, 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, marital status or other similar circumstances.
5. A change in the place of residence of the faculty member, retiree or their spouse, or dependent.

6. Significant cost or coverage changes (including coverage curtailment and the addition of a benefit package).
7. Family Medical Leave Act (FMLA) leave.
8. Judgments, decrees or orders.
9. A change in coverage of a spouse, or dependent under another Employer's plan.
10. Open enrollment under the plan of another Employer.
11. Health Insurance Portability and Accountability Act (HIPAA) special enrollment rights for new dependents and in the case of loss of other insurance coverage.
12. A COBRA-qualifying event.
13. Loss of coverage under the group health plan of a governmental or education institution (a State's children's health insurance program, medical care program of an Indian tribal government, State health benefits risk pool, or foreign government group health plan).
14. Entitlement to Medicare or Medicaid.
15. 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, dental and life coverage termination will take effect on the first of the month following the loss of eligible faculty member or dependent status. Disability benefit coverage terminations will take effect on the loss of eligible faculty member status.

Subd. 3. Effective Date of Coverage.

A. **Initial Effective Date.** The initial effective date of coverage under the Group Insurance Program is the thirty-fifth (35th) day following the faculty member's first day of employment, ~~re-employment,~~ re-hire, or reinstatement with the State. The initial effective date of coverage for a faculty member whose eligibility has changed is the date of the change. 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 a faculty member is not actively at work on the initial effective date of coverage, coverage will be effective on the first day of 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 effective on the first day of 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 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. Each year of the Contract, all faculty members shall have the option to complete a Health Assessment. Open enrollment periods shall last a minimum of fourteen (14) calendar days in each year of the Contract. Open enrollment changes become effective on January 1 of each year of this Contract. Subject to a timely contract settlement, the Employer shall make open enrollment materials available to faculty members at least fourteen (14) days prior to the start of the open enrollment period.

B. **Eligibility to Participate**. A faculty member eligible to participate in the State Employee Group Insurance Program, as described in Sections ~~2A and 2B~~ 2, Subd. 1 and 2, Subd. 2, may participate in open enrollment. In addition, a person in the following categories may, as allowed in section 5, Subd. 4~~D1~~ above, make certain changes: (1) a former faculty member or dependent on continuation coverage, as described in Section 2, Subd. 4~~D~~, 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~~ month following the date of retirement.

Section 6. Basic Coverage. (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 four (4) Benefit Level options. Provider networks and claim administration are provided by multiple plan administrators. Coverage offered through Advantage is determined by Section 6, Subd. 2.

Subd. 2. Coverage Under the Minnesota Advantage Health Plan. From July 1, ~~2003~~2005 through December 31, ~~2003~~2005, health coverage under the SEGIP will continue at the level in effect on June 30, ~~2003~~2005. Effective January 1, ~~2004~~2006, 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 ~~2004 and 2005~~ 2006 and 2007.**

~~2004-2005~~2006 and 2007 Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays
Deductible for all services except drugs and preventive care (S/F)	$30/60	~~$80/160 in 2004~~ $100/200 ~~in 2005~~	$280/560	$500/1000
Office visit copy/urgent care (copay waived for preventive services) 1)Having taken health assessment 2) Not having taken health assessment	1) $15 2) $20	1) $20 2) $25	1) $20 2) $25	~~N/A – subject to Deductible and 30% Coinsurance to OOP maximum~~ 1) $30 2) $35
Minute Clinic (deductible waived)	$10	$10	$10	$10
Emergency room Copay	$50	$50	$50	N/A – subject to Deductible and 30% Coinsurance to OOP maximum
Facility copays --Per inpatient Admission --Per outpatient Surgery	 $50 $25	 $150 $75	 $400 $150	 N/A—subject to Deductible and 30% Coinsurance to OOP maximum
Coinsurance for services NOT subject to copays	0% (100% coverage after payment of	0% (100% coverage after payment of	10% (90% coverage after payment of	30% for all services to OOP maximum

~~2004-2005~~2006 and 2007 Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays
	deductible)	deductible)	deductible)	after deductible.
Coinsurance for durable medical equipment	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	30% for all services to OOP maximum after deductible.
Copay for formulary/non-formulary prescription drug Plan	$15 formulary $30 non-formulary	$15 formulary $30 non-formulary	$15 formulary $30 non-formulary	$15 formulary $30 non-formulary
Maximum drug out-of-pocket limit (S/F)	~~$600/1200 in 2004~~ $650/1300 ~~in 2005~~	~~$600/1200 in 2004~~ $650/1300 ~~in 2005~~	~~$600/1200 in 2004~~ $650/1300 ~~in 2005~~	~~$600/1200 in 2004~~ $650/1300 ~~in 2005~~
Maximum non-drug Out-of-pocket limit (S/F)	~~$800/1600 in 2004~~ $1000/2000 ~~in 2005~~	~~$800/1600 in 2004~~ $1000/2000 ~~in 2005~~	~~$800/1600 in 2004~~ $1000/2000 ~~in 2005~~	~~$800/1600 in 2004~~ $1000/2000 ~~in 2005~~

B. **Office Visit Co-payments.** In each year of the Contract, the level of the office visit co-payment applicable to a faculty member and dependents is based upon whether the faculty member has completed the on-line Health Assessment during open enrollment.

~~B~~C. **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~~D. **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~~E. **Prescription drugs**.

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

   For each year of the contract:

   - **Formulary co-payment**: Fifteen dollar ($15) co-payment per prescription or refill for a formulary drug dispensed in a thirty-four (34) day supply.
   - **Non-formulary co-payment**: Thirty dollar ($30) co-payment 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 ~~six hundred dollars ($600) per person or one thousand two hundred dollars ($1,200) per family in~~ 2004, and six hundred fifty dollars ($650) per person or one thousand three hundred dollars ($1,300) per family ~~in 2005~~.

2. **Insulin**. Insulin will be treated as a prescription drug subject to a separate copay for each type prescribed.

3. **Brand Name Drugs**. If the subscriber chooses a brand name drug when a bioequivalent generic drug is available, the subscriber is required to pay the standard co-payment plus the difference between the cost of the brand name drug and the generic. Amounts above the co-pay that an individual elects to pay for a brand name instead of a generic drug will not be credited toward the out-of-pocket maximum.

4. **Special Coverage for "Grandfathered Diabetic Group"**. For insulin dependent diabetics who have been continuously enrolled for health coverage insured or administered by Blue Cross Blue Shield through the SEGIP since January 1, 1991 and who were identified as having used these supplies during the period January 1, 1991 through September 30, 1991 (herein the "Grand fathered Diabetic Group"), diabetic supplies are covered as follows:

- Test tapes and syringes are covered at one hundred (100) percent for the greater of a thirty four (34) day supply or one hundred (100) units when purchased with insulin.

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

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

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

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

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

1. **Deductible**. There is a three hundred fifty dollar ($350) 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~~J. **Lifetime maximums and non-prescription out-of-pocket maximums**. Coverage under Advantage is not subject to a per person lifetime maximum. Coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of one thousand dollars ($1,000.00) per person or two thousand dollars ($2,000.00) per family.

~~**Plan Year 2004**. 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.~~

~~**Plan Year 2005**. Coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of one thousand dollars ($1,000) per person, or two thousand dollars ($2,000) per family.~~

K. **Minute Clinics.** Services received at Minute Clinics are subject to a ten dollar ($10.00) co-payment in each year of the Contract. First dollar deductibles are waived for Minute Clinic visits. (Note that prescriptions received as a result of a visit are subject to the drug co-payment and out-of-pocket maximums described above.)

Subd. 3. Benefit Level Two Health Care Network Determination. Issues regarding the health care networks for the ~~2005~~2007 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 ~~2005~~2007urance year the Employer shall meet and confer with the Joint Labor/Management Committee on Health Plans in an attempt to reach agreement on the Benefit Level Two health care networks.

B. If no agreement is reached within five (5) working days, the Employer and the Joint Labor/Management Committee on behalf of all of the exclusive representatives shall submit a list of providers/provider groups in dispute to a mutually agreed upon neutral expert in health care delivery systems for final and binding resolution. The only providers/provider groups that may be submitted for resolution by this process are those for which, since the list for the ~~2004~~2006 Insurance year was established, Benefit Level Two access has changed, or those that are intended to address specific problems caused by a reduction in Benefit Level Two access.

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

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

C. **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.

D. **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.

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

Section 7. Faculty Member Life Coverage.

Subd. 1. Basic Life and Accidental Death and Dismemberment Coverage. The Employer agrees to provide and pay for the following term life coverage and accidental death and dismemberment coverage for all faculty members eligible for an employer contribution, as described in Section 3. Any premium paid by the State in excess of fifty thousand dollars ($50,000) coverage is subject to a tax liability in accord with Internal Revenue Service regulations. A faculty member may decline coverage in excess of fifty thousand dollars ($50,000) by filing a waiver in accord with 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 8. Faculty Member and Family Dental Coverage.

Subd. 1. Coverage Options. Eligible faculty members may select coverage under any one of the dental plans offered by the Employer, including health maintenance organization plans, the State Dental Plan, or other dental plans. Coverage offered through health maintenance organization plans is subject to change during the life of this Agreement upon action of the health maintenance organization and approval of the Employer after consultation with the Joint Labor/Management Committee on Health Plans. However, actuarial reductions in the level of HMO coverage effective during the term of this Agreement, including increases in co-payments, require approval of the Joint Labor/Management Committee on Health Plans. Coverage offered through the State Dental Plan is determined by Section ~~7~~8 Subd. 2.

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

A. **Co-payments**. Effective January 1, ~~2004~~2006, the State Dental Plan will cover allowable charges for the following services subject to the co-payments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from dental care providers not in the State Dental Plan network. Services provided through the State Dental Plan are subject to the State Dental Plan's managed care procedures and principles, including standards of dental necessity and appropriate practice. The plan shall cover general cleaning two (2) times per plan year and special cleanings (root or deep cleaning) as prescribed by the dentist.

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

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

B. **Deductible**. An annual deductible of fifty dollars ($50) and one hundred fifty dollars ($150) per family applies to State Dental Plan non-preventive services received from in-network providers. An annual deductible of one hundred twenty-five dollars ($125) per person applies to State Dental Plan services received from out of network providers. The deductible must be satisfied before coverage begins.

C. **Annual maximums**. State Dental Plan coverage is subject to a one thousand dollar ($1,000) annual maximum benefit payable (excluding orthodontia) per person. "Annual" means per insurance year.

D. **Orthodontia lifetime maximum**. Orthodontia benefits are available to eligible dependent children ages 8 through 18 subject to a two thousand four hundred dollar ($2,400) lifetime maximum benefit.

Section 9. Optional Coverage.

Subd. 1. Life Coverage.

A. **Faculty member**. A faculty member may purchase up to five hundred thousand dollars ($500,000) additional life insurance, in increments established by the Employer, subject to satisfactory evidence of insurability. A new faculty member may purchase up to two (2) times annual salary in optional faculty member life coverage by their initial effective date of coverage as defined in this Article, Section 5, Subd. 3, without evidence of insurability. A faculty member who becomes eligible for insurance may purchase up to two (2) times annual salary in optional faculty member life coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Article.

B. **Spouse**. A faculty member may purchase up to five hundred thousand dollars ($500,000) life insurance coverage for his/her spouse in increments established by the Employer, subject to satisfactory evidence of insurability. A new faculty member may purchase either five thousand dollars ($5,000) or ten thousand dollars ($10,000) in optional spouse life coverage by their initial effective date of coverage as defined in this Article, Section 5, Subd. 3. without evidence of insurability. A faculty member who becomes eligible for insurance may purchase either five thousand dollars ($5,000) or ten thousand dollars ($10,000) in optional spouse coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Article.

C. **Children/Grandchildren**. A faculty member may purchase life insurance in the amount of ten thousand dollars ($10,000) as a package for all eligible children/grandchildren (as defined in Section 2, Subd.3 of this Article). For a new faculty member child/grandchild coverage requires evidence of insurability if application is made after the initial effective date of coverage as defined in Article, Section 5, Subd.3. A faculty member who becomes eligible for insurance may purchase child/grandchild coverage without evidence of insurability if application is made within thirty (30) days of the initial effective date as defined in this Article. Child/grandchild coverage commences fourteen (14) calendar days after birth.

D. **Accelerated Life**. The additional faculty member, spouse or 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 life insurance for the five (5) consecutive years immediately preceding the date of the faculty member's retirement or spouse 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 life insurance in force during that five (5) year period. The spouse post-retirement death benefit shall be effective as of the date of the faculty member's retirement or spouse age sixty-five (65), whichever is later. The faculty member must continue the full amount of optional spouse life insurance to the date of the faculty member's retirement or spouse or age sixty-five (65), whichever is later, in order to remain eligible for the spouse 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. For a new faculty member coverage applied for the initial effective date of coverage as defined in Section 5, Subd. 3. of this Article does not require evidence of insurability. For a faculty member who becomes eligible for insurance, coverage applied for within thirty (30) days of the initial effective date does not require evidence of insurability.

B. **Long-term Disability Coverage**. New faculty members may enroll in long-term disability insurance by their initial effective date of coverage. The terms are the same

as for faculty members who wish to add/increase coverage 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, the faculty member shall pay the entire premium via payroll deduction.

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, 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 CREDENTIAL ~~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 designee ~~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. When a credential field does not exist, the Co-chairs of the Joint Committee shall be notified prior to the creation of the temporary minimum qualifications.

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

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

granted. A probationary faculty member who successfully completes the probationary appointment period shall become an unlimited full-time faculty member.

~~Faculty members who were hired during academic years 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~~ 3. Unlimited Special. If it is to the mutual advantage of the faculty member and the college, an unlimited full-time faculty member's load may be reduced to a load between fifty percent (50%) and eighty percent (80%) of a full-time load for a semester, two (2) semesters or one (1) or more academic years. For purposes of this provision, a full-time load shall be defined in accordance with the workload provisions of this Contract. Such reduction must have the agreement of the faculty member and the college president. Written notification of the agreement must be submitted to the Office of the Chancellor ~~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. Faculty members who are eligible under M.S. 354.66, 354A.094 or 354B.31 part-time teacher programs may elect to participate if participation is at no additional cost to the Employer. A work assignment load reduction under this provision shall not be construed as a leave of absence under Article 15.

Section 3. Unlimited Part-Time. An unlimited part-time faculty member is defined as a faculty member with a part-time assignment between forty 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. Probationary Status. A faculty member must complete six (6) semesters of probationary status before becoming an unlimited part-time faculty member. A probationary appointment means that the individual holding such status is being evaluated for purposes of determining whether or not unlimited status will be granted. A probationary faculty member who successfully completes the probationary appointment shall become an unlimited part-time faculty member.

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

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 and Probationary Part-Time to Unlimited and Probationary 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. Faculty members serving their probationary period may also convert as long as the minimum qualifications for the credential field(s) are fully met at the time of

conversion. At the time of conversion the remaining probationary period from the probationary unlimited part-time appointment will transfer to the probationary unlimited full-time appointment.

Subd. 5. Automatic Rollover from Unlimited Part Time to Unlimited Full Time. 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. Not withstanding 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 established 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 at a college requests unlimited status, s/he shall be granted such status if agreed to by the college president. If a faculty member who holds a non grant funded temporary full-time appointment for six (6) consecutive years at a college requests unlimited status, he/she shall be granted such status.

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

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

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

If a temporary part-time faculty member is assigned a full load, the faculty member shall be converted to temporary full-time in accordance with the following:

A. The conversion shall be made without the position being posted.

B. The conversion shall occur when the faculty member begins working either the 30th or 32nd credit.

C. The conversion shall not be retroactive for the purposes of insurance eligibility or sabbatical leave eligibility.

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

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

Section 7. Hiring Practices. The Employer will insure that the system employs no less than seventy percent (70%) of the total 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)~~ one (1) full-time unlimited financial aid director~~s~~ 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~~ Office of the Chancellor 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~~ Office of the Chancellor 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, See MnSCU websites for Licenses and Assigned Fields, www.licensure.mnscu.edu and www.hr.mnscu.edu/HROffice/cc/assigned fields.html).

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. **Designation of a Credential Field(s) Upon 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. **Adding an Assigned Field(s) Subsequent to Unlimited Status.** As an a 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. **Adding a License(s) Subsequent to Unlimited Status**. As an a 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.

Section 9. 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 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 A, B, and C above, a tie still exists, the tie shall be broken by lot.

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

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

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

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

Section 9. Seniority at a New College Via Claiming.

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. Post Retirement Annuitant faculty members in the credential field shall be terminated before a probationary faculty member is terminated.

B. Temporary faculty members in the credential field shall be terminated before a probationary faculty member is terminated.

C. Probationary faculty members in the credential field shall be terminated before any unlimited faculty member is laid off

D. 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.

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

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

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 and has met the recency requirement by updating his/her knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years, 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 and has met the recency requirement by updating his/her knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years, 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. Notification of Posted Vacancies. The Office of the Chancellor shall distribute vacancy notices via the MnSCU Employment Opportunities to the colleges for posting on the official bulletin board simultaneous with any external advertisements or postings. A copy shall also be sent to the MSCF president or designee. All unlimited full-time, temporary full-time, and unlimited part-time MSCF positions shall be posted unless otherwise agreed to by the Employer and the MSCF. No position shall be filled until at least fifteen (15) calendar days have elapsed after posting date of the MnSCU Employment Opportunities, unless the Office of the Chancellor and the MSCF have mutually agreed to an exception.

Section 5. Layoff Benefits for Faculty with Assigned Field Credentials.

Subd. 1. Eligibility. Eligibility for benefits provided by this section requires the faculty member to be employed at the time of notice at a stand-alone Community College or to be 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,~~ ~~f~~ Faculty members who have met the recency requirement by updating his/her knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years and who are covered by this section may claim and reserve positions as specified below.

A. **Claiming Period for Unlimited Full-time Faculty.** 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 provided s/he meets the minimum qualifications for the assigned field or license of the vacancy and has met the recency requirement by updating his/her knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years. 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. **Claiming Period for Unlimited Part Time Faculty.** 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 provided s/he has met the recency requirement by updating his/her knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years. If more

than one (1) laid off faculty member claims a particular vacancy, the faculty member with the greatest state college system seniority shall receive the job.

C. ~~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 office of the chancellor with a copy to the human resources designee at the college of the posted vacancy of their intent to do so in writing during the fifteen (15) day posting period. In order to claim vacant positions, faculty members must hold either the credential field of the vacancy or meet the 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 who have met the recency requirement by updating his/her knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years, may claim vacant unlimited full-time or temporary full-time or unlimited part-time positions for which they are qualified in the following order:

   a. Unlimited full-time faculty members who have been notified of layoff and hold the credential field or meet 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.

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

1. **Order of Claiming Part-Time Work**. Current faculty members who are on layoff and have met the recency requirement by updating his/her knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years, may claim 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. Group Insurance. The faculty member shall receive employer paid basic health, dental and life insurance for one (1) year. The coverage level will be the same, either single or family, as was in effect at the time of layoff. When the faculty member claims temporary work that would provide the full employer contribution that year while on layoff, the employee may bank this benefit for a period of two years. If the faculty member successfully claims temporary work that provides the full employer contribution for two years, then the banking will not be permitted. If the faculty member claims temporary work that carries insurance eligibility but less than the full employer contribution this benefit shall be used on a pro rata basis to bring the contribution to the full employer contribution. The faculty member will continue drawing this benefit until it is exhausted, or two (2) years elapses, which ever comes first.

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

Section 6. Layoff Benefits for Faculty with License Credentials.

Subd. 1. Eligibility. To be eligible ~~to select~~ for one of the options listed below, the unlimited full-time faculty member must be employed at the time of notice at a stand-alone technical college or be employed at a consolidated college in a credential field the Bureau of Mediation Services order issued on January 14, 1999 placed in the former UTCE unit. (See appendix 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 and inform the no later than thirty (30) days prior to the actual layoff.

Subd. 2. Layoff Benefits Options.

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

Option A.

Tuition Support. A faculty member selecting this option shall receive six thousand five hundred dollars ($6,500) of tuition support including books and other fees at any institution as selected by the faculty member.

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

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

Reserving Vacant Positions. The faculty member may reserve a vacant position, as mutually agreed to between the college president and the faculty member, during the four (4) year claiming period. The plan must be approved by the college president or designee who is offering the vacancy. The reservation is null and void if the retraining plan is not successfully completed in one (1) year. Under this provision, 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.

Group Insurance. The faculty member shall receive employer paid basic health, dental and life insurance for one (1) year. The coverage level will be the same, either single or

family, as was in effect at the time of layoff. When the faculty member claims temporary work that would provide the full employer contribution that year while on layoff, the employee may bank this benefit for a period of two years. If the faculty member successfully claims temporary work that provides the full employer contribution for two years, then the banking will not be permitted. If the faculty member claims temporary work that carries insurance eligibility but less than the full employer contribution, this benefit shall be used on a pro rata basis to bring the contribution to the full employer contribution. The faculty member will continue drawing this benefit until it is exhausted, or two (2) years elapses, which ever comes first.

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.

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

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 and has met the recency requirement by updating his/her knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years, for a period of four (4) years.

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

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

Group Insurance. The faculty member shall receive employer paid basic health, dental and life insurance for six (6) months ~~one (1) year~~. The coverage level will be the same,

either single or family, as was in effect at the time of layoff. When the faculty member claims temporary work that would provide the full employer contribution that year while on layoff, the employee may bank this benefit for a period of two years. If the faculty member successfully claims temporary work that provides the full employer contribution for two years, then the banking will not be permitted. If the faculty member claims temporary work that carries insurance eligibility but less than the full employer contribution this benefit shall be used on a pro rata basis to bring the contribution to the full employer contribution. The faculty member will continue drawing this benefit until it is exhausted, or two (2) years elapses, which ever comes first.

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 with a copy to the human resources designee at the college of the posted vacancy of their intent to do so in writing during the fifteen (15) day posting period. In order to claim vacant positions, faculty members must hold either the credential field of the vacancy or meet the minimum qualifications for the credential field of the vacancy at the time of the posting and has met the recency requirement by updating his/her knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years,

   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.

Section 6. Reinstatement of Position. If a faculty member has claimed a position within the state college system as provided for in this Article or if a faculty member is on the current recall list, 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. Applying for a Permanent Transfer. A permanent transfer shall only be by mutual consent of the Office of the Chancellor, 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. 2. Transfer to a Temporary Position. When the college 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. The college president of the receiving institution may require that the transferring faculty member has held an assignment in the credential field of the posted vacancy within the previous five (5) years. If the length of the temporary transfer(s) will exceed a total of three (3) academic years (years need not be consecutive), the faculty member must have the consent of the college president of the sending institution. The college president shall not deny consent prior to the consultation with the faculty member and the MSCF.

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.

3. 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~~ unlimited full-time, unlimited part-time, temporary full-time and temporary part-time (temporary part-time appointment must be in accordance with Subd. 2 below) 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. Temporary Part-Time Faculty.

A. Access to the tuition waiver benefit by temporary part-time faculty shall be based on assignments held on a semester by semester basis.

B. If a temporary part-time faculty member is assigned to twelve (12) or more credits or credit equivalents in fall semester the faculty member shall be able to use at anytime during the academic year (defined as fall through summer) up to twelve (12) credits of tuition waiver for himself/herself or up to eight (8) credits for a spouse or dependent(s).

C. If a temporary part-time faculty member is assigned to twelve (12) or more credits or credit equivalents in spring semester the faculty member shall be able to use at anytime during the academic year (defined as fall through summer) an additional, twelve (12) credits of tuition waiver for himself/herself or an additional eight (8) credits for a spouse or dependent(s).

D. In no instance shall unused tuition waiver credits be carried over from one (1) academic year to another.

Subd. 3. Faculty on Layoff or Notice of Layoff.
Faculty members on notice of layoff, their spouse and dependents shall remain eligible for the tuition waiver benefit through the effective date of layoff. After the effective date of layoff the faculty member, their spouse and dependent(s) shall cease eligibility for the tuition waiver benefit. However, the faculty member shall have access to those tuition support benefits outlined in Article 22, Sections 5 and 6.

Subd.4 ~~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. MSCF shall be notified in writing when such assignments are made.

No member of the bargaining unit shall exercise supervision over any other member of the bargaining unit except as specified in this Contract

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 twenty-five (25) working days after the occurrence of the event giving rise to the grievance, or within twenty-five (25) working days of the date the grievant knew or through the use of reasonable diligence should have known of the event or occurrence that gave rise to the grievance. Grievances that are not submitted within the time lines shall be deemed to be withdrawn.

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

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

Subd. 3. Computing Time Limits. In computing any period of time prescribed in this Article, the date that the grievant through the use of reasonable diligence became aware of the act, event, default, or failure to act for which the designated period of time begins to run shall not be included. If such event occurs during the summer when the faculty member involved is not on duty, the first day shall be deemed to be the first day of duty in the succeeding academic year. The last day of the period so computed shall be 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 MSCF/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 ~~C~~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 ~~C~~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 ~~C~~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 ~~C~~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, Subd.~~ivision~~ 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.

ARTICLE 33
TERM OF CONTRACT

This contract shall be effective on the 1st day of July, 2005, subject to acceptance by the Minnesota State Legislature, and shall remain in full force and effect through June 30, 2007. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than October 1, 2006, or by October 1 of any succeeding year, that it desires to modify this contract. In the event that such notice is given, negotiations shall begin no later than November 1, of the year in which the notification is given. This contract shall remain in full force and effect during the period of negotiations and until notice of termination of this contract is provided to the other party in the manner set forth in the following paragraph.

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

In witness whereof, the parties hereto have set their hands this_____ day of_____2005.

FOR THE STATE OF MINNESOTA, MINNESOTA STATE COLLEGES AND UNIVERSITIES (MNSCU):

James H. McCormick, Chancellor
MnSCU

William L. Tschida,
Vice Chancellor for Human Resources
MnSCU

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

Rebecca Wodziak
Principal Labor Relations Representative

Minnesota Department of Employee Relations

MnSCU Management Team Members:

Deena Allen	Sylvia Bergh	John Cacich
Linda Erickson	Cheryl Frank	Darren Hoff
Deb Holstad	James Johnson	Karen Kedrowski
Larry Lundblad	Paul Mazur	Toni Munos
Nancy Paulson	Josephine Reed-Taylor	
Don Supalla	Lori Voss	Anne Weyandt
Ron Wood		

FOR THE MINNESOTA STATE COLLEGE AND FACULTY (MSCF):

Larry O. Oveson, Chief Negotiator
President, MSCF

Greg Mulcahy, Chief Spokesperson
MSCF

MSCF Staff:
Paul Germscheid
William L. Newton

MSCF Team Members:
Sheryl Barton
Norm Halsa
Kathy Pederson
JoAnn Roche
Anne-Marie Ryan Guest
Gregg Wright

~~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~~						
	~~171~~	~~1.000~~	~~342~~	~~304~~	~~294~~	~~279~~	~~248~~	~~264~~
~~Ext Days~~	~~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~~ A

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 instruction employees represented by 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
Reading/SS	Russian	Sociology
Spanish	Speech	Theater

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 <u>either</u> 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
CivilEngineeringTech	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 Engineer
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.
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~~ B
MEMORANDUM OF UNDERSTANDING
between
MINNESOTA STATE COLLEGES AND UNIVERSITIES
and
MINNESOTA STATE COLLEGE FACULTY

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 is normally released by the federal government on or about October 1 of each calendar year, and;

Whereas, the Air Traffic Control campus of Minneapolis Community and Technical College functions on a fiscal year that is different from the July 1 through June 30 Minnesota State Colleges and Universities fiscal year, and;

Whereas, the Minnesota State Colleges and Universities and the Minnesota State College Faculty agree to waive and/or modify certain provisions of the ~~2003-2005~~ 2005-2007 Minnesota State College Faculty/Minnesota State Colleges and Universities 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 ~~2003-2005~~ 2005-2007 Master Agreement:

1. Article 22, Section 1, Subd. 2, Layoff Notice Timelines, shall remain entirely intact and operational for the purposes identified in this MOU, except as follows:
    a) If layoffs are to occur, the administration shall meet with the Minnesota State College Faculty to discuss the layoffs during the academic years first meeting of the Shared Governance Council.
    b) Faculty members shall be notified of layoff no later than September 15th of each year;
    c) The effective date of layoff shall be 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 the Minnesota State Colleges and Universities or the Minnesota State College Faculty.

For The
Minnesota State College Faculty

//s//
Larry Oveson, President
MSCF

For The
Minnesota State Colleges and Universities

//s//
Jeffrey O. Wade, System Dir Labor Relations
Minnesota State Colleges and Universities

//s//
Toni T. Munos, System Dir Personnel
Minnesota State Colleges and Universities

APPENDIX ~~D~~ C—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 the 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 Community Colleges and the Minnesota State Technical Colleges into 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 courses 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. Developmental 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 has 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.

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, athletics), clubs and intra-murals 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 (Intro.)	Business (Admin.)
Business (Law)	Business (Mgmt.)	Chem. Dep.
Emergency Health Svcs	Human Services	Information Mgmt(Currently Office)

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 MCCFA 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.	Communications Tech.	Computer Tech.
Data Processing	Dental Assisting	Dental Hygiene
Dietetic Tech.	Drafting/Design Tech.	Electrical Engin. 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.

~~APPENDIX E~~

~~MEMORANDUM OF AGREEMENT~~

~~This Memorandum of Agreement is made and entered into this _____ day of November, 2003, by and between the **Minnesota State Colleges and Universities, MnSCU** [*hereinafter called the* Employer] and **the Minnesota State College Faculty, MSCF** [*hereinafter called the Union*] to address the issue of column movement via training experiences other than college credits.~~

~~Whereas, the parties agree that the concept of developing a method for faculty to accrue credit equivalencies that could be used for column movement via training experiences other than graduate credits would enhance faculty development; and~~

~~Whereas, the parties are desirous of not holding up the completion of the current negotiations process;~~

~~The following provisions are therefore agreed to by the parties:~~

1. ~~A joint labor management task force will be created to recommend a process by which faculty might advance columns using training experiences sponsored or accredited by industry, trade or a professional association of the faculty member's credential field(s)/area of assignment.~~

2. ~~The task force shall be composed of 5 representatives appointed by the Office of the Chancellor and 5 representatives appointed by the MSCF. Subject matter experts shall be invited to attend as needed.~~

3. ~~The task force will report to the Associate Vice Chancellor for Labor Relations and to the President of MSCF. The report should address the process by which faculty members may identify appropriate potential experiences, the process by which the experiences are validated, the process or guidelines by which the equivalency to college course credits is determined, limiters for the usage of the equivalencies, and other issues as deemed appropriate.~~

4. ~~The implementation task force will begin its work no later than January 15, 2004 and submit its report no later than December 31, 2004.~~

~~**FOR THE UNION:**~~	~~**FOR THE EMPLOYER:**~~
~~_____//s//_____~~	~~_____//s//_____~~
~~Larry Oveson, Co-President~~	~~Jeffrey O. Wade, Chief Negotiator~~
~~Minnesota State College Faculty~~	~~Minnesota State Colleges and Universities~~
~~_____//s//_____~~	~~_____//s//_____~~
~~Edward Schones, Co-President~~	~~John Shabatura, Associate Vice Chancellor~~
~~Minnesota State College Faculty~~	~~Minnesota State Colleges and Universities~~

~~APPENDIX F~~

~~MEMORANDUM OF AGREEMENT~~

~~This Memorandum of Agreement is made and entered into this _____ day of November, 2003, by and between the **Minnesota State Colleges and Universities, MnSCU** [*hereinafter called the* Employer] and **the Minnesota State College Faculty, MSCF** [*hereinafter called the Union*] to address the issue of Farm Business Management workload.~~

~~The parties agree to establish a joint labor management task force comprised of faculty and administrators from the management programs to examine this area between ratification of the 2003-2005 contract and the initiation of the negotiations for the 2005-2007 contract.~~

~~The task force will report to the Associate Vice Chancellor for Labor Relations and to the President of MSCF no later than December 31, 2004.~~

~~**FOR THE UNION:**~~	~~**FOR THE EMPLOYER:**~~
_____//s//_____	_____//s//_____
~~Larry Oveson, Co-President~~	~~Jeffrey O. Wade, Chief Negotiator~~
~~Minnesota State College Faculty~~	~~Minnesota State Colleges and Universities~~
_____//s//_____	_____//s//_____
~~Edward Schones, Co-President~~	~~John Shabatura, Associate Vice Chancellor~~
~~Minnesota State College Faculty~~	~~Minnesota State Colleges and Universities~~

APPENDIX D

Recency Letter

Minnesota State College Faculty

October 6, 2005

Jeff Wade
System Director for Labor Relations
Minnesota State Colleges and Universities
500 Wells Fargo Place
30 East 7th Street
St. Paul, MN 55101-5227

Dear Jeff,

This letter is to memorialize our conversations in bargaining the MSCF 2005-2007 Contract around the issues of recency and updating in Article 22.

For purposes of recency, faculty members may meet the requirement via assignment or by updating their skills in an assigned field or licensure area (credential field). While the assignment option is clear, I wish to clarify our understanding of the updating. The updating must occur within the four-year time frame. It must consist of more than a single class or workshop. It must be reasonable, rigorous, demonstrable, and reasonably significant.

MSCF believes it will be obvious whether or not a faculty member has rigorously updated his/her skills. We expect the determination will occur through a good faith discussion(s) between the faculty member and the administration at a college at which a position is claimed.

It is our intent to inform our faculty of the positions stated in this letter.

For the MSCF,

Greg Mulcahy
MSCF Spokesman

y:\Oct05\gmWade :ms

55 Sherburne Avenue ◆ St. Paul, MN 55103 ◆ Phone: (651) 767-1262 or (800) 377-7783 ◆ Fax: (651) 767-1266
MSCF is an affiliate of Education Minnesota, the American Federation of Teachers, the National Education Association and AFL-CIO