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EMPLOYMENT CONTRACT

1979 - 81

Between

MINNESOTA STATE BOARD FOR  
COMMUNITY COLLEGES

and

MINNESOTA COMMUNITY COLLEGE  
FACULTY ASSOCIATION

MINNESOTA COMMUNITY COLLEGE SYSTEM  
OFFICE OF THE CHANCELLOR  
301 CAPITAL SQUARE  
550 CEDAR STREET  
ST PAUL MN 55101

X 6/81

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MINNESOTA STATE BOARD FOR COMMUNITY COLLEGES  
and  
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PREAMBLE

This Contract is made and entered into this 19th day of April, 1979, by and between the Minnesota State Board for Community Colleges, hereinafter called the Employer, and the Minnesota Community College Faculty Association, hereinafter called the Association, and has as its purpose the promotion of effective and harmonious relations between the Employer and the Association; the furtherance of quality education by maintaining a high standard of academic excellence and efficient governmental services; the establishment of an equitable and peaceful procedure for the resolution of complaints and grievances without interruption of work and interference with the efficient operation of the colleges; to maintain and increase quality of services; and the establishment of a formal understanding relative to all conditions of employment.

ARTICLE I

RECOGNITION

The Employer recognizes the Association as the exclusive bargaining representative for all instructors, counselors, and librarians who work more than 14 hours per week or more than 35% of a normal work week and more than 100 work days per calendar year; excluding presidents, vice presidents, assistants to presidents, administrative assistants, deans, assistant deans, associate deans, directors, assistant directors, and all classified personnel. In accordance with the Bureau of Mediation Services Case No. 69-PR-422, the term "employee," when used hereinafter in the Contract shall refer to all employees of the designated bargaining unit, and reference shall include both male and female employees.

The Employer will not during the life of this Contract meet and negotiate or meet and confer relative to terms and conditions of employment with any employee or group of employees who are covered by this Contract except through the exclusive bargaining representative.

If titles or positions are created during the life of this Contract that are not listed above, the parties will meet and 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 II

STRIKES AND LOCK-OUTS

Section 1. Lock-Outs. No lock-out of employees shall be instituted by the Employer during the term of this Contract.

Section 2. No Strikes. The Association agrees that it will not promote or support any strike as defined in Minnesota Statutes 179.63, Subdivision 12, except a strike that may occur either as a result of a violation of Minnesota Statutes 179.68, Subdivision 2, Clause 9, or by a refusal by the Employer to agree to submit to binding arbitration as provided in Minnesota Statutes 179.69, Subdivision 3 and 5. Any employee who knowingly violates the provisions of this Section may be discharged or otherwise disciplined.

### ARTICLE III

#### ASSOCIATION DEDUCTIONS

Section 1. Dues Check-Off. The Employer agrees to cooperate with the Department of Finance and the Association in facilitating the deduction of membership dues established by the Association from the salary of each employee who has authorized such deduction in writing. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Association office no later than 15 days following the end of each payroll period.

Section 2. Fair Share Check-Off. In accordance with Minnesota Statute 179.65 the Association may request the Employer to check-off a fair share fee for each member of the unit who is not a member of the Association.

Section 3. Indemnity. The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer by an employee as a result of any action taken in accordance with the provisions of this Article.

### ARTICLE IV

#### NON-DISCRIMINATION

Section 1. Equal Application. The provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age, physical disability, reliance on public assistance, or sex unless sex is a bona fide occupational qualification, marital status, political affiliation, or any other class or group distinction.

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, or any other class or group distinction. The Employer will not interfere with the rights of employees to become or not to become members of the Association and there shall be no discrimination or interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Association membership or non-membership or because of any employee activity in an official capacity on behalf of the Association which is in accordance with the provisions of this Contract.

Section 3. Association Responsibility. The Association accepts its responsibility as exclusive bargaining representative and agrees to represent all employees in the bargaining unit without discrimination as to 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, or any other class or group distinction.

## ARTICLE V

### MANAGEMENT RIGHTS

It is recognized that except as expressly stated herein the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the colleges in all of their various aspects, including but not limited to, the educational policies of the colleges; the right to direct and assign employees; to schedule working hours; to determine whether goods or services should be made or purchased; to make and enforce reasonable rules and regulations affecting terms and conditions of employment that are uniformly applied and enforced in accordance with the provisions of the rules or regulations. Any term or condition of employment not specifically established by this Contract shall remain solely within the discretion of the Employer to modify, establish or eliminate.

## ARTICLE VI

### ASSOCIATION RIGHTS

Section 1. Communications. Copies of all communications distributed generally to employees by the Board office or a college shall be supplied to the Association at the same time. The Association shall designate its address for this purpose.

Section 2. Use of Facilities. The Association and its representatives shall have the right to use the college facilities for purposes of holding meetings and for carrying out the Association's 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 is used by the Association, such use requires prior approval and reimbursement to the college for costs involved with such use. Utilization of space by the Association 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 Association shall be permitted to transact official Association business on college premises at reasonable times, provided that this shall not unduly interfere with nor interrupt the operations of the college. The Association may use the college distribution service and employee mailboxes for communications to employees.

Section 4. Bulletin Boards. The Association shall have the right to post announcements and notices of its activities and concerns on employee bulletin boards. One bulletin board on each campus will be at a location mutually agreeable to the Local Association Chapter and the College President or her/his designee.

Section 5. Association Local Committees. The Association shall establish from one to six committees. Membership on each committee shall not exceed six. The number of committees may be limited to three at the College President's request or to a lesser number with Local Association agreement. Committees will be assigned responsibility for one or more of the following topic areas: Personnel, Student Affairs, Curriculum, Facilities, Fiscal Matters, and General Matters. The exchange of views process is recognized as being a significant and necessary part of the local campus operation.

Each committee will have full authority in the assigned area to present the views of the employees in meetings with the College President or her/his designee and a committee of not more than five additional administrators. Meetings shall be scheduled monthly during the academic year and may be held at additional times by mutual consent of the College President or her/his designee and the Chairman of the Local Association Committee.

The agenda for each meeting shall be prepared and distributed by the College President or her/his designee at least one week before the meeting, and shall contain all items submitted by the Chairman of the Association Committee and the College President or her/his designee. Within two weeks after each meeting the College President or her/his designee will announce to the employees agreements reached and/or actions taken as a result of discussions at the meeting.

Proposals in the areas of the college budget, faculty activities during scheduled duty days, new program proposals, proposals to eliminate programs, any reduction in unlimited employees, college organization, and changes in academic standards or credit offerings in existing programs will be considered at an exchange of views meeting. If agreement is not reached at that meeting, the proposal shall be reconsidered at the next exchange of views meeting before implementation by the Local Administration.



Proposals initiated by the college administration to create or change existing policies and/or rules and regulations affecting employees will be submitted in writing to the Local Association for reaction before a final decision is made by the college administration. Sincere efforts shall be made to reach agreement. If the Local Association or the administration feels that sincere efforts to reach agreement or understanding have not been made in exchange of views, either party may request that the Chancellor or her/his designee and a State Association representative attend the earliest possible exchange of views meeting at that campus and make recommendations within one week.

As an alternative to the above, a different system of Local Association involvement in campus governance may be agreed to between the Local Association and the College President. Such agreement shall not in any way regulate or control the right of selection or participation by the Local Association but shall be confined to the design of the structure and its operational mode. Any alternative system of Local Association involvement in campus governance must be approved by the State Association and the Chancellor.

Section 6. Association State Committee. The State Association shall establish a committee of no more than eight members to meet and confer with the Minnesota State Community College Board for discussion and mutual exchange of ideas regarding statewide matters which are considered significant by the State Association 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 times a year. Agenda will be prepared and distributed one week in advance by the Board President or her/his designee and will include all items submitted by the State Association. The agenda shall also include all items submitted by the Board President.

Section 7. Access to Information. Upon request, the Employer or the employer's designees agree to provide the Association at state and local levels information available to it concerning the professional staffing and financial resources of the Minnesota Community Colleges, 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 employees in the bargaining unit, and such other information requested by the Association in contract matters or in the processing of a grievance.

## ARTICLE VII

### REPRESENTATIVES

Section 1. Administration of Contract. The Employer agrees that the Association Grievance representative on each campus shall be provided the opportunity to investigate and process grievances and the Local Association President on each campus shall be provided the opportunity

to confer with the College President or her/his designees concerning the provisions and application of this contract.

Section 2. Certification of Campus Representatives. The Local Association Chapter President and the Local Association Chapter Grievance Representative or her/his alternate, who may serve if the regular Grievance Representative is not available, and other non-employee Association representatives who may represent the employees in the administration of this Contract shall be communicated to the Employer designees on the campus by means of a copy of a certification from the State Association to the Chancellor. The Employer designees responsible for administering this Contract on the campus shall be communicated to the Local Association Chapter by means of a copy of a certification from the Chancellor to the State Association.

Section 3. Certification of State Representatives. The State Association President and other State Association representatives shall be certified in writing to the Employer by the State Association. The Employer designees responsible for administration of this Contract at the state level shall be certified to the State Association in writing by the Employer.

## ARTICLE VIII

### EMPLOYEE PROTECTION AND ASSISTANCE

Section 1. Assault. Employees shall report as soon as practicable, cases of assault suffered by them in connection with their employment to the appropriate dean or the College President, who shall comply with any reasonable request from the employee for information in the possession of the administration relating to the incident or the persons involved and shall act in appropriate ways as liaison between employee, the police, and the courts to protect the employee from further aggravation regarding the matter.

Section 2. Legal Counsel. If civil proceedings are brought against an employee for acts committed while acting within the scope of her/his employment, she/he shall be furnished legal counsel in accordance with Minnesota Statutes.

Section 3. Embarrassment. Discussions involving the Employer which concern an employee's performance on the job shall be held in a manner which will not embarrass the employee before other employees, students, or the public.

## ARTICLE IX

## WORK YEAR AND WORK WEEK

Section 1. Academic Calendar. A committee on each campus composed of the College President, the Local Association President, and the Local Student Government President, shall establish the academic year calendar and summer school calendar.

Each Academic year calendar shall include 170 days, start on the second Monday of September, and shall end no later than the 273rd calendar day following. Each calendar shall have a minimum of 165 class and test days. Deviations from the normal three quarter calendar format must have the approval of the State Faculty Association and the Chancellor.

There shall be no classes on holidays or on the two days when the State Association meets.

The College President may cancel classes one day each academic year for each assigned field in the college to allow the employees in the same assigned field to participate in common staff development activities.

Section 2. Summer Session. Effective in 1980, each summer session shall be 28 consecutive work days in length and shall be composed of 27 class and test days and one duty day, unless the period includes July 4th in which case the number of days shall be 27. Two summer sessions shall be considered the equivalent of one academic year quarter. The college administration after consultation with the employees in each assigned field shall determine course offerings for each summer session. In each assigned field in which courses are offered the opportunity to teach shall be offered in the following order:

- (1) Unlimited employees on a rotation basis, by assigned field, with those with the most continuous service in each assigned field receiving first chance, except where employees have already established a rotation basis for each assigned field.
  - (a) If an instructor is offered an opportunity to teach one or more courses on a go/no-go basis, each such instructor, beginning with the one at the top of the rotation, shall be given the opportunity to choose from among the courses or sections of courses scheduled in her/his assigned field for that summer session.
  - (b) If an instructor chooses and is assigned a specific course or section of a course on a go/no-go basis which depends on enrollment, the opportunity to teach that session applies only to that offer.
  - (c) An employee who rejects an offer to teach one or more classes in a summer session shall not receive another offer to teach a summer session class until the employee

comes up again in the rotation. However, if the offer to teach in the summer session is for a class offered on a go/no-go basis, which will depend on enrollment, then the employee may refuse that offer without dropping to the bottom of the rotation list. An instructor's position in the rotation shall not be altered because of the failure of a go/no-go offering to go.

- (2) Other applicants, except that no assignments of other applicants shall be made if currently employed qualified "unlimited" employees have indicated their willingness to accept the assignment.

### Section 3. Extra Weeks.

- A. Counselors who accept extra weeks assignments in counseling beyond their academic year assignment shall have their work load for such extra weeks determined in the same manner as for the academic year.
- B. Librarians who accept extra weeks assignments to perform normal library services beyond their academic year assignment shall have their work load for such extra weeks determined in the same manner as for the academic year.
- C. Any employee employed for extra weeks to perform services other than counseling for counselors, teaching for instructors, and library service for librarians shall be scheduled for 35 hours during such extra weeks assignments.
- D. Extra weeks employment shall be paid for at the rate of 5/170 of the employee's scheduled salary for that fiscal year for each full week worked.
- E. No assignment of extra weeks shall be made to other than unlimited employees if currently employed qualified unlimited employees are available and willing to accept the assignment.

However, if a temporary employee holds a position during the year which is so specific as to require continuance during the extra weeks period, such employee shall be allowed to have the extra weeks assigned.

## ARTICLE X

### WORK ASSIGNMENTS

Section 1. Load. It is recognized that employees normally average 40 or more hours per week in carrying out their professional responsibilities. Such responsibilities may include professional preparation, student evaluations, committee work, community services, maintenance of professional expertise, and participation in similar professional activities. It is also recognized that many of these hours will be planned by the employee and that some of these hours may be spent off campus.

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

A. Instructors

	<u>Per Quarter</u>	<u>Per Year</u>
<u>Credits</u> (assigned to courses or equated credits)	16	45

An individual instructor may be assigned as many as 18 credits in a given quarter if this assignment is necessary to provide the course offerings within a specific program or department. The total credits for the year shall not exceed 45. In any case, where a variation is implemented the college administration shall provide in writing to the instructor the reasons why this assignment is necessary and reasonable.

	<u>Per Quarter</u>	<u>Per Year</u>
<u>Contact Hours</u>	20	60

Preparation When possible, without disrupting the normal class offerings a maximum of three separate class preparations may be assigned.

Office Hours Each instructor shall post and maintain one office hour or hour of student availability in some other campus location per week for each three credits she/he teaches to a maximum of fifteen credits. Additional office hours or student availability may be scheduled at the instructor's option.

Class Size. The administration at each college shall establish, through the exchange of views process, a regulation which sets a reasonable maximum class size for all instruction at the college. Once the regulation is established, any change must be considered through the exchange of views process at least one quarter in advance, unless the annual staffing allocation would necessitate a change in which case such changes shall be considered as soon as they can be scheduled after the publication of the allocations.

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

Elapsed Time. The average daily elapsed time per week from the beginning of the first assignment to the end of the last assignment shall not exceed 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 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 college administration shall provide in writing to the instructor the reasons why this assignment is necessary and reasonable.

Class Schedules. Class schedules for each instructor shall be developed in each college by the administration based on consultation with the employee. Such schedules shall be provided to the employee in writing and shall include an itemization of all equated credit assignments.

Vocational Certificate Program Instruction. Twenty-five hours of instruction are required for Vocational Certificate Programs. Therefore, instructors whose assignments are exclusively in such programs may have 25 hours of instruction assigned. Reasonable effort will be made to reduce that load to the standard for other instructors by combining sections where appropriate, by assigning vocational certificate instructors to non-vocational certificate programs where appropriate for part of their assignment, or by other appropriate means. Instructors who teach only vocational certificate program courses shall not be required to post and maintain office hours. Vocational Certificate Program instructors who also teach non-vocational certificate program courses shall be required to post and maintain office hours for the non-vocational certificate program courses, provided that the total of classroom and office hours shall not exceed 25.

Combined Classes. An assignment to teach two or more classes 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 or one-half the total number of credits assigned for all the individual classes plus one, whichever is greater.

Intern Supervision. When instructors are assigned to supervise students who are working as interns, the instructor shall be assigned credit(s) quarterly as follows:

- (1) One credit for each four students or fraction thereof if the number of credits for the course(s) is less than 6.
- (2) One credit for each three students or fraction thereof if the number of credits for the course(s) is from 6 to 10.
- (3) One credit for each two students or fraction thereof if the number of credits for the course(s) is 11 or more.

Alternate Calendar for 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 an employee must conform to the number of days in the college calendar, and days may not be scheduled on the State Association meeting days. This change must be agreeable to the college administration, the employee, the Chancellor and the State Association.

- B. Librarians. Librarians, by assigned field, shall be responsible for the development and implementation of library/media services 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.

If librarians in a college are offered an average of four or more extra weeks during any fiscal year, by mutual consent of an employee who is offered four or more extra weeks and the administration of the college, the work days of the academic year may be different than and cover a period longer than the academic year agreed upon for the college. However, the total number of days shall be 170.

- C. Counselors. Counselors, by assigned field, shall be responsible for the development and implementation of the counseling services 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. Counselors on each campus among themselves, after consultation with the administration, shall develop and post their hours of student availability.

When counselors perform teaching assignments their responsibilities shall be adjusted proportionately.

If counselors in a college are offered an average of four or more extra weeks during any fiscal year, by mutual consent of an employee who is offered four or more extra weeks and the administration of the college, the work days of the academic year may be different than and cover a period longer than the academic year agreed upon for the college. However, the total number of days shall be 170.

- D. Other Assignments. Instructors, librarians, and counselors who are assigned full time to perform duties other than teaching, counseling duties, or librarian duties, or who are assigned to instructional labs which require no special advance preparation or evaluation which

cannot be completed during the lab periods shall be responsible for scheduling 35 hours per week for the purposes of carrying out the development and implementation of services to support the mission and philosophy of their assigned 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.

Employees may have split assignments, a portion in conformity with the "Other Assignments" clause and the balance under the Counselor, Librarian, or Instructor clauses of the contract.

- E. Departments and Department Co-ordinators. The President may establish, through exchange of views at each college, departments as needed based upon a community of interest. The employees in each department may annually submit to the College President a list of at least two acceptable candidates for the position of Department Coordinator. The College President shall appoint the Department 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 a Department Coordinator from the department for a one-year term.

Department co-ordinators shall co-ordinate the activities of the department and may responsibly direct other members of the bargaining unit in their department only but may not exercise other supervisory responsibilities as defined by M.S. 179.63 subdivision 9.

The administration at each college shall establish, through the exchange of views process, the tasks and responsibilities which will be assigned to each department coordinator. After these tasks and responsibilities have been established, a reasonable credit equivalence shall be assigned to department co-ordinators for their coordination responsibilities. If there are ten or fewer F.T.E. faculty positions in the department, the credit equivalence shall be no less than three per quarter. If there are more than ten F.T.E. faculty positions in the department, at least one additional equated credit per quarter shall be assigned for each additional ten 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, the administration may elect to pay for the



equated credits as overload pay on a pro rata basis. Also, the administration may in such cases elect to assign part of the equated credits as release time and the rest as overload pay.

Department co-ordination overload pay may exceed the 1/6 overload limitation; but if it does, such department co-ordinator shall not be eligible for additional overload pay, extra weeks, or summer school.

- F. Occupational Program Coordinators. The college president 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. 179.63, Subdivision 9. Such coordinator shall be selected and appointed by the president and be given a minimum credit equivalence of three credits per quarter.
- G. Independent Study Assignments. Independent study assignments shall be defined as the employee's supervision of a course, for a student, which 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.

At the employee's option, her/his quarterly load may include one independent study assignment of one student in one course of up to 5 credits or 5 CBE units. An employee who agrees to accept additional independent study or CBE assignments shall receive overload pay at the rate of 1/450 of her/his scheduled salary for each student credit or CBE unit.

- H. Student Activity Assignments. Student activity assignments to employees shall be given an equitable credit equivalence on each campus according to the following:

Uniform Assignments

Credit Equivalencies

A. Athletics

Football	(Head)	10
Football	(Asst.)	6
Wrestling	(Head)	10
Wrestling	(Asst. or J.V.)	6
Hockey		10
Baseball		6

Volleyball  
Basketball

6-10-  
6-10-

Depending on schedule  
Depending on schedule  
6 cr. for 12 games/  
matches on different dates

10 cr. for 20 games/  
matches on different dates

(pro-rata between 12 and 20)

Credit EquivalenciesAthletics

Basketball (Asst. or J.V.)	6
Softball	6
Cross Country	4
Golf	3
Tennis	4
Track	6

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

<u>Sport</u>	<u>Credit Equivalency</u>
Football	2.25 - Subtract from total the amount received for football in summer before contract year starts.
Cross Country	.75
Volleyball	1.50
Hockey	2.25
Wrestling	2.25
Basketball (20 or more games)	2.25 - (Minus .07 for each game under 20)
Baseball	1.50
Softball	1.50
Track	.75
Golf	.75
Tennis	.75
General Responsibility	2.25

Athletic Coordinators may responsibly direct other members of the bargaining unit in their activity only, but may not exercise other supervisory responsibility as defined in M.S. 179.63, subdivision 9.

ActivityCredit Equivalency

## B. Theater

- |                     |  |
|---------------------|--|
| 1. major production | 3 credits per major production, to be divided as appropriate between director and technical director |
| 2. minor production | 3 credits per minor production, to be divided as appropriate between director and technical director |

## C. Music

- |   |                       |
|---|-----------------------|
| 1. major group - a group which rehearses a minimum of 4 times per week, has a minimum membership of 45 persons, and has a minimum of one major performance per quarter. | 5 credits per quarter |
|---|-----------------------|

2. intermediate group - 4 credits per quarter  
 a group which rehearses  
 2 or 3 times per week,  
 has a membership of 45  
 or more persons, and has  
 at least one major per-  
 formance per quarter; or  
 a group which rehearses 4  
 or 5 times per week, has a  
 membership of 10-44 persons,  
 and has at least one major  
 performance per quarter.
3. minor group - a group which 3 credits per quarter  
 rehearses a minimum of 2  
 times per week, has a mini-  
 mum membership of 10 persons  
 and has a minimum of one  
 major performance per quarter.
4. specialty group - a credits determined under  
 group which does not meet Non-Uniform Assignments  
 the specifications of 1,  
 2, or 3 above.

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.

#### Non-Uniform Assignments

For a number of activities the assignment can vary greatly, depending on the extent of the program within the college. This program variation can and does exist between colleges of the same size as well as between colleges of different sizes. The development of these programs can be the result of any of a variety of factors -- community tradition, college desire, student interest, and director enthusiasm-interest-ability. The development, in many instances, has been long-term.

To establish a credit equivalency that is non-uniform would allow for the continuation of the programs developed as a result of these other factors. In some cases it would protect from the requirement of cutting well-established programs, and in others the expansion of programs where the situation did not warrant it.

The credit equivalency for all activities not stated in I of this agreement shall be as follows:

one credit for every 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-theatre activities, intramurals, drill-dance teams, cheerleading, literary magazine, newspaper, and others not listed).

Note: The assignment is actually to be made in credit equivalencies, and not as a 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.

Variance from the listed number of equated credits may be requested through the following process:

After discussion at local meet and confer, variations of equated credits may be requested by the 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.

Both the Chancellor and the State Association must agree to the variance prior to implementation. If such variation is approved, that fact and the reasons for it shall be posted on official bulletin boards.

The employee shall have responsibility for scheduling the activity in cooperation with the college administration. However, the actual contact hours of the activity will not be counted in the determination of the employee's classroom contact hour limitation, instead the annual classroom contact hours limitation for employees assigned activities will be reduced by the same proportion that the equated credits are of 45. The classroom contact hours reduction shall be applied in total to the quarter in which the activity assignment occurs unless requested by the employee and agreed to by the administration. The administration will endeavor to schedule classes for employees having student activity assignments at such times that the combination of classes and activities will result in reasonable elapsed time.

- I. Duty Days. Duty day assignments shall be made in such a way that they do not exceed five hours of assigned time and six hours of elapsed time unless they are contiguous days; in which case these figures shall be used as averages. Duty Day assignments shall be made according to these guidelines without consideration for assignments already made for class days.
- J. Reasonable Credit Equivalence. Any assignment given employees by the administration which is not otherwise within the load description of Article X shall be given a reasonable credit equivalence. The actual hours of assignment will not be counted in the determination of the employee's contact hour limitation. Instead, the annual classroom contact hours limitation for employees given assignments which are not within the load description will be reduced by the same proportion

that the equated credits are of 45. The classroom contact hours reduction shall be applied in total to the quarter(s) in which the assignment(s) occur(s). The administration will endeavor to schedule classes for employees having assignments which are not within the load description at such times that the combination of classes and other assignments will result in reasonable elapsed time.

- K. Unique Assignments. If an employee is given an assignment that is not in compliance with the statements in this Contract, the assignment must be acceptable to the employee, the Chancellor and the State Association.
- L. Paraprofessional Supervision. Paraprofessionals in instructional, media, and student service programs will be under the supervision of an employee(s). The responsibilities of the paraprofessional will be assigned by the employee(s). Employees shall have the option to participate in the interview and selection of paraprofessionals to be added to the staff and assigned to them.

## ARTICLE XI

### WAGES

Evaluation of faculty for salary placement in accordance with this agreement will be conducted in the Community College System office, and all applicants who are offered employment shall at the time of the offer be so notified in writing.

Section 1. Step Placement. Step placement shall reflect the number of years of experience for which credit is given. Credit for full-time teaching experience shall be granted on a 1 for 1 basis according to the aggregate of experience. Credit for work experience for instructors of occupational courses shall be granted on a 2 for 1 basis. Credit for military experience shall be granted only in cases where the staff member leaves the college for military service and returns to the college after completion of the service and then shall be on a 1 for 1 basis. Initial placement shall not exceed Step 03, except in cases where a college takes over a program from another institution and also takes over the employees in the program, in which cases the Employer may allow placement above Step 03 providing that the placement is not more than the next step above the employee's former salary.

At the time of "initial placement" as used in paragraph one of this section, an employee shall be given credit for all applicable experience in determining appropriate step placement not to exceed Step 03. Any continuous additional step movement after "initial placement" shall be earned only by counting subsequent experience in the Minnesota Community College System.

If a Temporary Employee is employed as an Unlimited Full Time Employee, such employee shall be given credit for all appropriate experience if such employee is not placed above Step 03.

If a Temporary Employee who holds a step placement above Step 03 moves directly into an Unlimited Full Time position, such employee shall retain the step placement held at the time of the transition.

If an Unlimited Full Time employee at the time of hiring has a total experience which is in fractional years and if that employee is hired after the commencement of the fall quarter, the fractional year of experience may be combined with the experience in the System for purposes of step movement for the following academic year.

Step placement for any employee for a given year shall be determined and implemented at the beginning of the academic year (fall quarter), or at the start of extra weeks assigned during the same fiscal year but prior to the start of the academic year, or at the beginning of employment which occurs after the start of the academic year, whichever comes first. No change in step placement may be implemented for any employee at any other time.

Full time appropriate employment for one academic year shall count as one year of experience and all time worked may be counted, but in no instance can more than one year of experience credit be earned in a fiscal year.

If a temporary employee has an involuntary break in service of one academic year or less and then returns to service, such employee will be placed at the step appropriate at the time of the break.

If a temporary employee has a voluntary break in service of one academic quarter or more and returns, such employee shall be placed on the appropriate step but in no case above Step 03.

Section 2. Column Placement. Column placement shall reflect the amount of preparation for which credit is given.

Column I. Bachelor's Degree with a major in the "assigned field" or for instructors of occupational courses, work experience necessary for certification in the State Plan for Vocational Education, or other employees with less than a Bachelor's Degree but with appropriate training and/or experience.

Column II. Master's Degree with a major or a majority of the credits in the "assigned field", or BA plus 70 graduate quarter credits or equivalent semester credits with two thirds of the credits in the "assigned field" and an average grade of "B".

Column III. Seventy graduate quarter credits or equivalent semester credits beyond the Bachelor's Degree, including the Master's Degree, with two thirds of the graduate credits in the "assigned field" and an average grade of "B".

Column IV. Ninety graduate quarter credits or equivalent semester credits beyond the Bachelor's Degree, including the Master's Degree, with two thirds of the graduate credits in the "assigned field" and an average grade of "B", or a Doctor's Degree with a major in the "assigned field."

- A. Graduate Credits. Credits will be considered to be graduate level credits if such credits are granted by a recognized institution of higher education which grants graduate level degrees and courses are taken for graduate credit by the employee.

Professional school credits may count as graduate credits if they are in the "assigned field" of the employee.

Undergraduate credits if approved by the Chancellor or his designee, prior to enrollment in the course, may be counted as "in assigned field" graduate credit.

- B. "Assigned Field" of Employees. The original "assigned field" of instructors, or counselors, or librarians shall be considered to be the field or fields for which the college president verifies an employee was hired.

The "assigned field" of an employee may be changed if the College President verifies that a change in assignment has been made which is intended to be continuous for at least more than one academic year.

If, after the College President verifies a change in the "assigned field" for an employee, the employee earns at least six (6) graduate credits "in assigned field" for the new assignment, such employee shall then be granted credit for all graduate credits previously earned in that field.

Column changes based on "in assigned field" assignment changes may occur only at the beginning of an academic year.

A change of the "assigned field" shall not result in a decrease in pay for an employee.

- C. Credits "In Assigned Field". Credits will be counted as "in assigned field" if:

1. The college department offering the course has the same name as the "assigned field" of the employee, or
2. The course title indicates that the course is intended for the employee's "assigned field", or

3. The course description states that the course is intended specifically for the "assigned field", or
4. The employee has received written approval from the Chancellor or her/his designee prior to taking the course.
5. The courses taken are education courses specifically directed at the "assigned field".
6. The courses and credits are in compliance with the statements that (a) up to (9) quarter hour credits in education courses specifically directed at the community college, (3) quarter hours of credits in Psychology of Learning, and (3) quarter hours of credits in Measurement in the Classroom may count in the "assigned field", except that not more than a total of 9 such credits may count in "assigned field" for Column II, and not more than a total of 12 such credits may count in "assigned field" for Column III, and (b) all education credits specifically directed at Community Colleges for which enrollment occurred prior to July 1, 1975 shall count.

When the name of the "assigned field" of an employee is not the same as that of an academic department such as history, sociology, and etc., and is an "assigned field" which cuts across disciplinary lines, then the determination as to which credits will count as "in assigned field" for such an employee will be determined by the Chancellor or her/his designee.

When the "assigned field" is in an occupational area which does not have sufficient credit courses available for column placement or movement the employee's column placement or movement shall be determined by the Chancellor or her/his designee after a thorough study of the overall training and experience background of the employee.

When such an employee applies, the application for a column change shall be evaluated by the Chancellor or her/his designee on the basis of additional training and/or experience gained after original placement, and if merited, a column change shall be granted. Such training and/or work experience in the "assigned field" undertaken after July 1, 1977 must be approved in advance by the Chancellor or her/his designee in order to count toward such a column movement.

If the employee feels the ruling of the Chancellor or her/his designee on the two preceding paragraphs is unreasonable, she/he may initiate a grievance at step 02.

- D. Column Placement and Change. Column placement for new employees shall be established and shall go into effect at the beginning of employment.

Column placement change for Unlimited Full-Time employees may be made at the start of the fall quarter or of extra weeks which precede the fall quarter.



Column placement change for Temporary Full or Part-Time employees may be made at the start of any quarter or of the extra weeks which precede the quarter.

- E. Column Change Documentation. Column placement change must be documented and established as follows:

Unlimited Full-Time Employees

1. The employee must provide to the Chancellor or her/his designee in the Board Office or on campus, either copies of official transcripts to document the column change or a written statement verifying that the requirements for a column change have been completed by August 31. This material shall be delivered by August 31 or sent by certified mail by August 31 prior to the academic year of the intended change.
2. When the documentation for a column change is provided and a column change is approved by the Chancellor or her/his designee, the salary of the employee will be adjusted accordingly and such adjustment will apply retroactively to the start of the employee's assignment period attached to that academic year. No column change for Unlimited Full Time employees may be implemented at any other time.

Temporary Full and Part-Time Employees

1. The employee must provide to the Chancellor or her/his designee in the Board Office or on campus, 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 quarter. This material shall be delivered before the start of such quarter or sent by certified mail prior to the start of such quarter.
2. When documentation for a column change is provided and a column change is approved by the Chancellor or her/his designee, the salary of the employee will be adjusted accordingly and such adjustment will apply retroactively to the start of the employee's assignment for the quarter referred to in (1) above or the weeks attached to such quarter.

Section 3. Miscellaneous. Non-credit teaching, if not part of assigned load, shall be paid to employees on the same basis as to others with like assignments.

Miscellaneous duties paid for from the all-college fund shall be paid to employees on the same basis as to others with like assignments.

Employees shall be paid for assessment of competencies for credit as follows:

- 1979-81 - one to four credit assessment, \$16.00;  
\$4.00 per credit over four credits.

An Unlimited employee who teaches full time during a summer session shall be paid 28/170 of the employee's schedule salary for the previous academic year and shall be paid a pro-ration of that schedule salary for a part time assignment.

The total payment for non-credit teaching, summer school teaching, overload, and extra weeks shall not exceed 1/6 of the employee's schedule salary, except in cases where the conditions of an outside grant requires additional weeks, or except as specified in Article X Section 1, E.

The 1/6 total for a given year refers to the academic year, the extra weeks assigned during the fiscal year in which the academic year occurs, and the summer session(s) following the academic year.

Temporary Part-Time instructors teaching more than 35% of a full quarter's load during an academic quarter or summer session(s) shall be paid a pro-ration of the appropriate position on the salary schedule for that academic year or the previous academic year in the case of summer sessions. Step movement shall be by aggregate of experience in the Minnesota Community College System. Contracts shall be quarter by quarter.

Section 4. 1979-80 Salary Schedule. The salary schedule for the 1979-80 academic year to be effective July 1, 1979, shall be as follows:

<u>Step</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
00	9,656	11,521	12,178	12,858
01	10,261	12,178	12,858	13,558
02	10,882	12,858	13,558	14,275
03	11,521	13,558	14,275	15,015
04	12,178	14,275	15,015	15,779
05	12,858	15,015	15,779	16,567
06	13,558	15,779	16,567	17,373
07	14,275	16,567	17,373	18,209
08	15,015	17,373	18,209	19,064
09	15,779	18,209	19,064	19,950
10	16,567	19,064	19,950	20,859
11	17,373	19,950	20,859	21,795
12	18,209	20,859	21,795	22,764
13	19,064	21,795	22,764	23,758

1980-81 Salary Schedule. The salary schedule for the 1980-81 academic year to be effective July 1, 1980, shall be as follows:

<u>Step</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
00	10,293	12,281	12,982	13,707
01	10,938	12,982	13,707	14,453
02	11,600	13,707	14,453	15,217
03	12,281	14,453	15,217	16,006
04	12,982	15,217	16,006	16,820
05	13,707	16,006	16,820	17,660
06	14,453	16,820	17,660	18,520
07	15,217	17,660	18,520	19,411
08	16,006	18,520	19,411	20,322
09	16,820	19,411	20,322	21,267
10	17,660	20,322	21,267	22,236
11	18,520	21,267	22,236	23,233
12	19,411	22,236	23,233	24,266
13	20,322	23,233	24,266	25,326

For 79-80 and again for 80-81, each employee not at the maximum step on the salary schedule, and who meets the requirements for step movement, will be moved to the next step.

Employee's positions on the salary schedule shall not be altered because of this contract except as provided for under the terms of this contract.

## ARTICLE XII

LEAVES OF ABSENCE WITH PAY

Communicating Absence. Employees may on occasion be unavoidably absent. An employee who finds it necessary to be absent shall communicate with the community college official to whom the employee is responsible, as soon as possible. No absence authorized, or unauthorized, shall be recorded except in a manner conforming to the procedures described below.

Section 1. Sick Leave. Upon initial employment each Unlimited Full-Time employee 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 Unlimited employee 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 her/his attendance on duty may endanger the health of fellow employees or the public, or the illness of her/his spouse, minor children, or parent and spouse's parents living in the household of the employee for such periods as her/his attendance shall be necessary. An employee who finds it necessary to be absent for any of these reasons shall communicate with the College President or her/his designee as soon as possible and file a request in writing for approval of the use of sick leave for such absence. Unused sick leave may be accumulated to a maximum of 112 days. Sick leave earned over the maximum will be considered lapsed but shall be recorded to her/his credit. In the event that an employee with an illness exhausts her/his current accumulated sick leave and has lapsed sick leave recorded to her/his credit, additional sick leave shall be granted by the President upon valid medical documentation, to the extent required by the employee's illness, but not to exceed the total amount of her/his lapsed sick leave.

One additional day of sick leave allowance shall be credited to each Unlimited employee who is employed full-time for a summer session or for four or more extra weeks. If less than full-time, it shall be pro-rated.

Sick leave credited to an employee in advance is assumed to be earned at the rate of ten (10) days per academic year. If an employee resigns or is dismissed for cause and has used more sick leave than has been earned, such employee shall reimburse the employer for any such overpayment.

Section 2. Bereavement Leave. Upon application, an employee shall be granted up to five days of approved leave charged against sick leave as necessary for funeral purposes for members of the immediate family. Immediate family for the purpose of this Section is defined as spouse, parents of the spouse, parents, guardian, children, brothers, sisters, grandparents, grandchildren, or wards of the employee.

Section 3. Personal Leave. Upon application and approval, each Unlimited Full-Time employee will be granted two days per academic year for use as personal leave. Personal leave may accumulate to eight days

but use shall not exceed two days in any quarter unless an emergency arises in which case a third day may be used if approved by the College President.

Section 4. Legal Leave. Upon application, an employee shall be excused from work for jury service or in response to a subpoena or other direction by proper authority. Such employee shall be paid his regular pay less the fee he receives, exclusive of expenses, for serving jury call or witness, as required by the court.

Section 5. Sabbatical Leave. The purpose of sabbatical leaves is to give employees the opportunity to secure additional education, training, or experience which will make them better prepared for carrying out their college assignments. Such leaves shall be granted if the following criteria are met:

- (1) The employee will have served on an Unlimited Full-Time basis for six or more continuous academic years in the Community College System with an aggregate of 18 quarters of actual service without having been granted a sabbatical leave. Any quarter in which an employee has received 30 or more working days of unpaid leave shall not count as one of the 18 quarters, excluding the one quarter exception specified in Article XIII Section 5. This total must be achieved prior to the commencement of the leave.
- (2) The employee has submitted a plan for the sabbatical leave which is designed to serve the purpose described above.
- (3) The College President has certified that a replacement can be found.
- (4) Funds to cover the cost of the sabbatical are available.
- (5) The number of sabbaticals approved for a college does not exceed five percent, rounded up to the next whole number, of the number of full-time equivalent employee positions allocated to the college for the academic year preceding the application, or one, whichever is greater.

If the number of applicants in a given college exceeds five percent of the number of full-time equivalent employee positions allocated to the college for the previous year, approval will be granted to those who have the greatest number of continuous years of full-time service based on the date of employment or the date of return after the last sabbatical, whichever is most recent.

If requested by a College President and agreed to by the Chancellor and the State Association, additional sabbaticals may be approved.

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

Sabbatical leaves may be granted for one, two, or three consecutive quarters in an academic year, with 50% pay for the period of the leave.

Sabbatical leaves may also be requested for one quarter at full pay. The plan for such leave will be developed in close cooperation with the College President, and may be granted if recommended by the College President, and then by the Chancellor, and approved by the Board. If the leave is not recommended by the College President, the employee may appeal to the Chancellor.

Employees on sabbatical leave may accept scholarships, fellowships, grants, or employment during the sabbatical leave provided the scholarships, fellowships, or grants or employment provide experience which serves the purpose of the sabbatical leave.

Applications for sabbaticals shall be submitted to the Chancellor or her/his designee in the Board Office or on the campus between December 1st - 15th in the academic year preceding the academic year during which the employee is planning to take the leave. The application must be delivered to the Chancellor or her/his designee in the Board Office or on the campus 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 Board no later than February 1.

In the event a sabbatical is granted and the employee wishes to refuse the sabbatical, the employee may make a written request to the College President stating this fact. The College President shall submit this request along with her/his recommendation and if the Board grants the request the employee shall forfeit eligibility for a sabbatical leave until such employee has served for four more continuous, full-time academic years in the Minnesota Community College System with an aggregate of 12 quarters of actual service as an Unlimited Full-Time employee unless the Board chooses to waive this requirement. The determination of whether or not the four year waiting period will apply shall be made at the time the refusal is approved. Any quarter interrupted by 30 or more working days of unpaid leave shall not count as one of the 12 quarters. This total shall be achieved prior to the commencement of the leave.

An employee who has taken a sabbatical leave shall be required to return to her/his college for at least one academic year of service. If the employee refuses to do so, she/he will be required to repay the salary which was paid by the Employer during the sabbatical leave unless the Board chooses to waive this requirement because of special circumstances which the Board deems to merit such waiver. The repayment shall be completed not later than the beginning of the academic quarter in which the employee was expected to return.

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

No sick leave or personal leave shall be accumulated or credited to an employee during a sabbatical leave.

Section 6. 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 7. Pro-Rata. The provisions of Article XII, Section 1 - Sick Leave, Section 2 - Bereavement Leave, and Section 3 - Personal Leave shall apply on a pro-rata basis to all part-time employees in the bargaining unit.

Section 8. 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 employee by the employee's college.

Section 9. Leave Benefit Accumulations. Leave benefit accumulations accrued on the basis of service prior to the signing of this Contract shall be retained by the employee after such signing.

### ARTICLE XIII

#### LEAVES OF ABSENCE WITHOUT PAY

Section 1. Military Leave. Leave shall be granted to an employee who enters into active military service in the armed forces of the United States for the period of military service, not to exceed four (4) years.

Section 2. Parenthood Leave. Upon application, parenthood leave shall be granted without pay to any employee who is expecting a child either by natural birth, adoption, or through a foster parent program. Parenthood leave requests should be filed as early as possible, but one month prior to date of leave is required. The leave shall commence on the date requested by the employee and shall continue for a period up to nine months, provided, however, that the parenthood leave may be extended upon application to the College President for up to an additional six months. The initial leave and subsequent extension may be adjusted by the College President up to three months to synchronize with an academic quarter except that no adjustment may be made which would reduce the initial leave to less than six months without approval of the employee.

Section 3. Other Leaves of Absence Without Pay. Upon application, employees may be allowed to be absent without pay with the approval of the College President consistent with the conditions that such leave shall be granted only when it will not result in undue prejudice to the interests of the college beyond any benefits to be realized. Leaves for the following purposes shall be considered: illness or poor health beyond the limits of paid sick leave; work experience in education, business, industry, and/or government; service in a professional organization; and advanced study.

Leaves for personal emergencies will be authorized. Leave requests for other specific personal reasons may be considered. Applications for an extension of a leave will be considered by the College President providing the application for extension is submitted at least 90 days prior to the expiration of the current leave.

Section 4. Religious Holidays. Any employee who observes a religious holiday on a day which does not fall on a Sunday or a legal holiday shall be entitled to such day off from his employment for such observance. Such day off shall be taken off without pay except where the employee has unused personal leave, and in that case such day may be charged against the personal leave of the employee upon request of the employee. The employee shall notify the college in writing between 10 and 20 days prior to her/his absence.

Section 5. Benefits. No benefits shall accrue to employees during unpaid leaves that exceed an aggregate of ten working days in an academic year, except as provided by statute or as otherwise modified in this contract. However, an exception shall be made in case of unpaid leave necessitated by reason beyond the control of the employee in which instance no benefits shall accrue to such employee if the unpaid leave exceeds an aggregate of thirty (30) working days in any academic year.

An Unlimited Full Time employee who is granted an unpaid leave for up to one full academic quarter to take effect after September 1, 1974, shall upon return, be placed on the salary schedule as if the employee's service had been continuous in the system. Such employee may be granted this provision once only during the employee's career with the Employer. Such one quarter shall also be counted as continuous service for purposes of seniority and service to count towards sabbatical leave eligibility.

An employee who is granted an unpaid leave specifically to do full time teaching elsewhere or to accept full time employment in the "assigned field" shall, if certified in writing by the Chancellor or her/his designee in advance of the granting of the leave, upon return, be placed on the salary schedule as if the employee's service had been continuous in the System, and the time spent on such leave shall count for seniority purposes as well.

An employee on unpaid leave shall not be considered to have had a break in service. Time spent on leave shall count only toward such benefits as are provided in this contract.

#### ARTICLE XIV

##### HOLIDAYS

The academic calendar will provide that no employee will be scheduled to work on the following holidays: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day, and any other days provided by statute. When any of the above 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.

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## ARTICLE XV

SEVERANCE PAY

Severance pay shall be granted to all employees under the following provisions:

(1) Employees who have completed 20 years of continuous service, including service in those school district junior colleges that were taken over by the Junior College Board shall receive severance pay upon any separation from state service in an amount equal to 35% of the employee's regular accumulated but unused sick leave balance (not to exceed 112 days) plus 12 1/2% of the employee's accumulated but unused sick leave bank times the employee's regular daily rate of pay at the time of separation.

(2) All employees who are mandatorily retired from state service or are separated by reason of death shall receive severance pay in an amount equal to 35% of the employee's regular accumulated but unused sick leave balance (not to exceed 112 days) plus 12 1/2% of the employee's accumulated but unused sick leave bank times the employee's regular daily rate of pay at the time of separation. In the event of death, such payment shall be made to the beneficiary designated by the employee under the Minnesota Teacher's Retirement Association.

(3) All employees who are laid off from service in the community colleges, except on a seasonal basis, shall receive severance pay in an amount equal to 35% of the employee's regular accumulated but unused sick leave balance (not to exceed 112 days) plus 12 1/2% of the employee's accumulated but unused sick leave bank times the employee's regular daily rate of pay at the time of separation. Should such employee be subsequently re-appointed to state service, eligibility for future severance pay shall be computed upon the difference between the amount of accumulated but unused sick leave to the employee's credit at the time of layoff, and the amount of accumulated but unused sick leave at the time of subsequent eligibility for severance pay.

(4) Employees 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 severance pay.

An employee who completes 20 academic years of service and who retires at the end of the academic year will be considered to have retired as of the following July 1 for purposes of severance pay.

## ARTICLE XVI

STAFF DEVELOPMENT AND TRAVEL EXPENSE ALLOWANCE

Section 1. Expense Allowance. Employees shall be reimbursed for expenses they incur while on authorized and/or required travel status in accordance with state travel regulations promulgated by the Commissioner of Personnel. Copies of current travel regulations will be provided to all employees.

Section 2. Staff Development Allowance. Funds allocated to the colleges for "Staff Development" shall be budgeted for the employee group at least in the proportion that the employee F.T.E. is to the total F.T.E. of all classified and unclassified personnel at the college.

## ARTICLE XVII

INSURANCE

Section 1. Paid Life Insurance. The Employer agrees to provide and pay for the following term life insurance and accidental death and dismemberment coverage for all eligible employees:

<u>Employees Annual Base Salary</u>	<u>Group Life Insurance</u>	<u>Accidental Death and Dismemberment-Principle Sum</u>
0-\$10,000	\$10,000	\$10,000
\$10,001-\$15,000	\$15,000	\$15,000
\$15,001-\$20,000	\$20,000	\$20,000
over \$20,000	\$25,000	\$25,000

Up to \$100,000 additional insurance may be purchased by employees, subject to satisfactory evidence of insurability, in increments established by the Employer. The Employer shall also make available dependent coverage of \$2,000 for each dependent and optional life insurance for the spouse of the employee to a maximum coverage equal to one-half (1/2) the total state group life insurance coverage maintained by the employee. Such additional optional insurance for the spouse must be purchased in increments established by the Employer.

Section 2. Health Insurance-Employees and Dependents. The Employer agrees to continue all existing health insurance coverage, and shall continue to provide obstetrical benefits not to exceed the usual and reasonable fee charged.

The Employer agrees to pay the full cost of employee coverage.

Effective the first day of the first payroll period following July 1, 1979, (July 4) the Employer contribution for dependent coverage is sixty dollars (\$60.00) per month, not to exceed the total cost, or ninety percent (90%) of the total cost whichever is greater.

Section 3. Dental Insurance. The Employer agrees to contribute the following for dental insurance.

Effective the first day of the first payroll period following July 1, 1979, the Employer agrees to make limited dental care benefits, including limited orthodontics benefits for eligible dependent children from age eight (8) to nineteen (19), available to all eligible employees and their families. The Employer agrees to pay the full cost of coverages for the employee, and also agrees to pay one-half (1/2) of the difference in premium between single and family coverage for all eligible employees carrying dependent coverage.

Section 4. Health Testing. The Employer shall make available to all eligible employees who elect health insurance coverage under Blue Cross and Blue Shield of Minnesota an annual health evaluation and screening through the National Health Testing, Inc., or a similar organization.

Eligible employees who elect coverage under a Health Maintenance Organization shall also be eligible to receive this benefit if the Health Maintenance Organization in which the employee is enrolled does not make available, without additional cost, on an annual basis, the tests performed for State Employees by National Health Testing, Inc.

The Employer shall contribute up to sixty-four dollars (\$64.00) per contract year per eligible employee for this benefit. If the total premium cost for the evaluation and screening is less than the above amount, the Employer shall pay only the total cost.

Section 5. Optional Insurance. The Employer shall continue to make available all existing optional insurance coverages.

Section 6. Group Premium for Early Retirement. Employees who retire from state service prior to age sixty-five (65) 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 employee's expense, in the group hospital and medical benefits as set forth in Minn. Stat. Sec. 43.491, Subd. 5 at the state group premium rates.

Section 7. Life Insurance - Retired Employees. Employees who retire from state service on or after July 1, 1977, shall be entitled to a five hundred dollar (\$500.00) cash death benefit payable to a beneficiary designated by the employee if at the time of death the employee 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 an employee who becomes totally and permanently disabled after July 1, 1979, 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. Open Enrollment. There shall be an open enrollment period for the coverages available under Sections 2 and 3 above during the period of August 15th through September 30th each year. Changes in coverages shall become effective at the beginning of the payroll period nearest to October 1 in each year.

Section 9. Insurance Coverage for Employees on Layoff. All eligible employees with three (3) years or more of continuous service who have been laid off shall continue to be eligible to receive the benefits provided under this Article for a period of six (6) months from the date of layoff. Such employees shall have the option to continue to participate in the group insurance programs for an additional six (6) months at their own expense at the group premium rates.

## ARTICLE XVIII

### APPOINTMENTS, TRANSFERS, PROMOTIONS, AND SEPARATIONS

Section 1. Appointments. The following types of appointments may be made:

- A. Unlimited Full-Time. An employee with a full-time assignment for an academic year which carries the assumption that such employment will continue on a full-time basis in subsequent years.
- B. Unlimited Part-Time. If it is to the mutual advantage of the employee and the college, a part-time employee, who is employed continuously both for at least three years and for at least 36% of a full load, may be placed on Unlimited Part-Time status. Unlimited Part-Time status of 36% to 75% may be granted to an employee if the arrangement is agreed to in writing by the employee, the College President, and the Local Association, and approved by the Chancellor and the State Association. If an Unlimited Full-Time position is offered to an Unlimited Part-Time employee and the offer is refused, such employee shall no longer be on Unlimited status. Unlimited Part-Time employees except for being on Unlimited status shall accrue benefits like other part-time employees.
- C. Unlimited Special. If it is to the mutual advantage of the employee and the college, an Unlimited Full-Time employee's load may be reduced to a load of 50%, 66 2/3%, or 75% of a full year's load. Such reduction must have the agreement of the employee, the College President, and the Local Association, and the approval of the Chancellor and the State Association. The agreement relative to the reduction and the conditions under which the employee may or must return to full time status shall be stated in writing at the time of the agreed reduction. Such Unlimited Special employee 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 employee in accordance with State regulations in effect at the time.

- D. Temporary Full-Time. An employee with a full-time assignment for an academic year, extra weeks, a quarter, or a summer session. Such employment terminates at the end of the stated contract period, carries no implication for future employment, and is to be used only when such position is clearly a temporary position.
- E. Temporary Part-Time. An employee with a part-time assignment for extra weeks, a quarter, or a summer session. Such employment terminates at the end of the stated contract period and carries no implication for future employment.
- F. Hiring Practice. It shall be the normal practice to hire Unlimited Full-Time employees unless special circumstances, as identified by the Community College Board, suggest that this would not serve the best interest of the college. The normal practice shall be to hire a full-time employee in a field after three successive quarters in which sufficient demand in the offerings in a field has been equal to or greater than an assignment to a full time employee. It shall also be normal practice to hire a minimum number of part time employees by combining their assignments to the maximum amount feasible. Unless specified in writing at the time of employment, each employee will be presumed to be Unlimited Full-Time.

Section 2. Faculty Movement Between Colleges. Notice of Unlimited Full-Time vacancies in each college shall be sent to the Chancellor's office at the same time that the vacancy notice is distributed to other agencies. The Chancellor will see that the vacancy notices are distributed to the colleges for posting on the official bulletin board at each college. No Unlimited Full-Time position shall be offered until at least 14 calendar days have elapsed after the posting at the college except if an emergency arises and the Chancellor has approved an exception.

An Unlimited employee who is an applicant to fill such a vacancy shall be invited for an interview and shall be considered for filling the vacancy. If the employee is not given the position, such employee shall be notified of the reasons prior to announcing the name of the successful applicant.

An employee who has not been notified of layoff but who accepts a position in another college shall retain system-wide seniority for purposes of claiming positions in the future, salary schedule placement, and sabbaticals. Such person's seniority at **the new college shall be limited to** the length of service in her/his assigned field(s) at that college.

Section 3. Exchange Status. An exchange status of up to two years shall be granted to an employee, upon application by the employee and approval by the College President, for the purpose of participating in an exchange program. This status may be granted to employees who have arranged to exchange positions within the Minnesota Community College System and to an employee who has arranged to exchange positions with a faculty member in a system other than the Minnesota Community College System.

The Employer shall continue its exchange employee under the System's salary schedule, and all rights and privileges of that employee shall continue in effect during the exchange period.

Employees who exchange positions within the system shall be carried on the payroll of the original college, and the allocation of funds to support the positions shall be made to the original college.

Section 4. Change in Position Status. The Board reserves the right to offer to members of the bargaining unit, positions excluded from the bargaining unit. No employee shall be required to accept such a position. Employees returning from non-bargaining unit positions to positions covered in the bargaining unit shall have their seniority restored to the level earned at the time they left the unit. Other rights and benefits shall be restored as though they had continued in the bargaining unit during the time they held the non-bargaining unit position.

Section 5. Layoffs. Layoffs of Unlimited employees may occur only when necessary for bona fide, good and sufficient reasons.

- A. If a layoff is contemplated by the college administration, the faculty member to be laid off shall be notified of the impending layoff during the fall quarter of the year previous to the year at the end of which the employee's service to the college will be terminated. Following the giving of a layoff notice to a faculty member, the administration and the faculty shall study the situation and consider alternatives through the exchange of views process by March 15 of that academic year.
- B. Layoffs shall be based on inverse seniority within the "assigned field", and an employee shall not be laid off if a less senior employee in the college holds a position for which the first employee has greater seniority.
- C. In the case of a substantial reduction in funds available to the State Board for Community Colleges every effort shall be made to equalize the effect of the reduction on all staff classifications in the System.
- D. No layoffs shall be made if the college continues to employ unclassified part-time employees who are providing bargaining unit work which could be provided by the employee.
- E. For a period of 3 years a laid off employee may claim any bargaining unit vacancy in any of the Minnesota Community Colleges for which she/he is qualified. If more than one laid off employee claims a particular vacancy, the most senior shall receive the job.
- F. The Employer shall notify all laid off employees of all full-time vacancies within the system as soon as positions are open. The laid off employee who wishes to claim a vacancy must so notify the Employer in accordance with reasonable time lines as established by the Employer.

- G. The laid off employee shall file, with the Chancellor or her/his designee, a statement defining the locations and minimum percentage part time position, within the Community College System, that she/he would accept. Those laid off employees who have filed such statements shall be notified of all acceptable part time vacancies for which they are qualified. The employee may reject such part time offer with no penalty. If the employee claims the part time position, the employee shall not forfeit any Unlimited employee rights, shall be considered to be on the layoff list, and shall be entitled to all rights of laid off employees.
- H. Laid off employees shall be considered to be in an "Unrequested Leave" category and shall have the right to continue to participate at the group **rate** at their own expense in all employee insurance benefits for a period up to three years while on such Unrequested Leave.
- I. As an alternative to Unrequested Leave, the employee may accept a Sabbatical Leave if offered by the Employer to retrain in a field for which employment is available in the Minnesota Community Colleges. The normal conditions and quota which apply to the granting of Sabbatical Leaves shall not apply to the granting of a Sabbatical Leave under this clause.

Section 6. Resignation. An Unlimited Full-Time employee may automatically terminate her/his employment effective at the end of an academic year by submitting a written resignation to the College President by April 1 of that year. Granting releases to employees at other times will be at the discretion of the Employer.

Section 7. Retirement. In accordance with Minnesota Statute 354.44 Subdivision 1a, retirement is required not later than the end of the academic year during which the employee reaches age 65.

## ARTICLE XIX

### MISCELLANEOUS RIGHTS OF EMPLOYEES

Section 1. Textbooks. All textbooks and other teaching materials to be purchased by students shall be selected by the employee, except that a textbook authored by an employee of the State's education systems or of the University of Minnesota may be used as a required course material only upon receipt of written approval from the dean to whom the employee, making such requests, reports.

Section 2. Citizenship. Employees shall be entitled to full rights of citizenship and no outside religious or political activities of any employee or the lack thereof, shall be the grounds for any discipline or discrimination with respect to the professional employment of such employee.

Section 3. Academic Rights. The employee shall have the right to freely discuss her/his 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.

Section 4. Employee Work Rules. Each employee shall be given a copy of the Employer Work Rules and Regulations. Each rule or regulation shall include its effective date. Each new or changed rule or regulation shall be distributed to employees upon adoption, with a notation as to the rule or regulation it replaces or changes. Employees shall not be held accountable for such rules and regulations until distribution to the employees has been made. A copy of each college's personnel directory shall be furnished to the State Association upon request.

Section 5. Confidentiality. Employees will not be required to disclose confidential information obtained by them regarding students.

Section 6. Check Distribution. Faculty members may, by providing addressed-stamped envelopes and any necessary instruction, have their checks mailed for deposit to the bank of their choice.

Section 7. Delegate Assemblies. A delegate to the MCCFA and/or the MEA Delegate Assembly will be excused one day for each Assembly provided that the employee has notified the College President or her/his designee as to the dates of the planned absence before the start of the quarter in which the assembly is scheduled, and provided the employee has rearranged her/his schedule in a manner acceptable to the College President or her/his designee.

Section 8. Seniority Defined. Seniority of an employee shall be determined by figuring the total length of continuous Unlimited Full-Time service in the employee's "assigned field(s)" since the employee's starting date in the "assigned field(s)". The starting date of an employee shall be the beginning of the quarter when an employee started Unlimited Full-Time service in the "assigned field" in a Minnesota State Community College.

The "assigned field(s)" of an employee, as defined in Article XI Section 2B, shall become official when the field(s) appear(s) on the list maintained in the Chancellor's office. Upon initial hiring a written notice of the "assigned field" shall be sent to the employee, and a written notice of any change in "assigned field" shall be sent to the employee. If subsequent to an employee's start of Unlimited Full-Time service in the employee's initial "assigned field", another "assigned field" is/was approved for such employee, the seniority in this "assigned field" shall start at the beginning of the quarter when such "assigned field" is/was approved.

Once an "assigned field" is approved and established for an employee, the employee continues to accumulate seniority in that field for as long as the employee remains as an Unlimited Full-Time employee in the System.



For the purposes of seniority, all Minnesota Community Colleges shall be considered to have the same starting date for comparable quarters. Where two or more employees have the same seniority, their relative position shall be determined by lot.

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 employee who is placed in a Temporary Part-Time status shall not be considered to have had a break in service during the period of part-time status.

Section 9. Release Time for MCCFA President. The President of MCCFA shall be granted release time from her/his college assigned duties to conduct the business of the State Association. The amount of release time shall be between half and full time per quarter. The amount of release time per quarter shall be specified by the State Association before the beginning of each academic year.

The State Association President shall remain on the State payroll at her/his regular salary and lose no benefits. MCCFA shall reimburse the State Board for Community Colleges an amount equal to the State Association President's salary and out-of-pocket fringe benefit costs multiplied by the percentage of release time.

Effort will be made to schedule the State Association President's college duties to accommodate her/his Association responsibilities.

## ARTICLE XX

### FACILITIES AND EQUIPMENT

The Employer will make reasonable effort to provide each employee with sufficient equipment, facilities, support services, and secretarial services necessary for the employee to perform her/his assignment.

## ARTICLE XXI

### MISCELLANEOUS PROVISIONS

Section 1. College Closing. In the event the Employer closes the college facilities because of inclement weather or emergency repairs to the physical facilities of the campus, employees will not be required to make up the time lost during such closing, and the employees shall not lose salary or benefits as a result of such closing.

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

Section 3. Attendance at Community College Functions. Employee attendance at all community college sponsored functions and activities shall be voluntary unless part of the employee's load.

Section 4. Liability. The Employer does not accept liability for personal property of employees stored or utilized on college property.

Section 5. 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 employees. However, when this is done, the instructor, counselor, or librarian assignments shall not exceed 35% of the assignment unless the assignment was between 35% and 50% during the 1976-77 year, in which case the assignment may continue at that level. Effort will be made to reduce the assignment to 35% as soon as it is practical. In the event of special circumstances an exception may be approved by the Chancellor and the State Association. No Unlimited employee shall be displaced because of instructor, counselor, or librarian assignments to excluded unclassified staff members. No member of the bargaining unit shall exercise supervision over any other member of the bargaining unit except as specified in Article X, Section 1E, Departments and Department Coordinators, Section 1F, Occupational Program Coordinators, and Section 1 H-A, Athletic Coordinators.

Section 6. Physical Examinations. Physical examinations required by the Employer shall be paid for by the Employer.

Section 7. Protection of Bargaining Process. Instructors, counselors, and librarians who are not included in the bargaining unit will not receive any term or condition of employment that is more advantageous than those contained in this Contract.

## ARTICLE XXII

### REPRIMAND, DISMISSAL FOR CAUSE, SUSPENSION AND DISCHARGE

Disciplinary action may be imposed upon an employee for just cause. Disciplinary action or measure shall include only the following:

- (1) Written reprimand
- (2) Dismissal for cause
- (3) Suspension and discharge

An employee who is to be disciplined has the right to request and have the Association President on the campus present when the disciplinary action is taken, except in cases in which a written reprimand is to be sent to an employee.

Section 1. Written Reprimand. If a written reprimand is given to an employee it shall be done in a manner that will not embarrass the employee before the other employees, students, or the public. The employee shall be given the opportunity to respond to any written reprimand and the response shall be entered into the employee's personnel record along with the reprimand. The employee shall be given a copy of any entry in her/his personnel record and shall be permitted to insert a response thereto. Only such material as it entered in the employee's personnel record shall be used as evidence in any subsequent disciplinary action or hearing. Upon the written request of an employee, the contents of the personnel record shall be disclosed to the employee and/or the Association representative and/or legal counsel.

Section 2. Dismissal for Cause. An Unlimited Employee at a college may be dismissed for just cause upon recommendation of the College President and dismissal by the Board.

If a College President recommends that an Unlimited Employee be dismissed for cause during the employee's first year of service at that college, the employee shall be notified by March 15 of that year that the College President is recommending that the employee's services be terminated at the end of that academic year. If an Unlimited Employee's service is to be terminated at the end of the second consecutive or any subsequent consecutive academic year of service at a college, such employee shall be notified of such recommendation by December 15 of that academic year. The reason or reasons for recommending dismissal must be stated in the notice to the employee.

Any Unlimited Employee who has been recommended for dismissal for cause by the College President shall have the right to a hearing before the Board or its designee. An employee desiring such a hearing shall file a written request through the State Association to the Chancellor within 30 calendar days after receiving notification of the recommendation for dismissal. The Board or its designee shall hold the hearing within 60 calendar days after the Chancellor received the request for the hearing. At the hearing, both the employee and the College President 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 College President assumes the burden of substantiating his charges through presentation of proper, relevant, and sufficient evidence. The hearing shall be open or closed at the discretion of the employee. If the Board dismisses the employee, the action is final, except that the employee may appeal the case to the arbitration procedure as stated in Article XXII. The Board's action shall be communicated to the employee in writing within 15 calendar days after the hearing.

If the employee recommended for Dismissal for Cause does not request a hearing within the required time limit, such employee is considered to have waived the right to any appeals as provided in this Contract. The Board shall then consider the recommendation of the College President and if the Board dismisses the employee, the action is final.

Section 3. Suspension and Discharge. If an action or actions of any employee gives just cause for immediate and severe disciplinary remedy, the College President may suspend the employee without pay and recommend discharge of the employee to the Board. The reasons or reasons for the suspension and discharge shall be stated in a written notice to the employee within two working days after the time of suspension. The suspended employee shall have the right to the same kind of hearing as described under Dismissal for Cause in this Article. If the suspended employee makes a written request through the State Association to the Chancellor for a hearing, within seven working days after the date of suspension, then the Board or its designee shall hold the hearing within 20 working days after the date the request is received. If the Board reinstates the employee, such employee shall be reimbursed for the salary withheld between the dates of suspension and reinstatement. If the Board reaffirms the College President's recommendation and discharges the employee, the action is final except that the employee may appeal the case to the arbitration procedure as stated in Article XXII.

If the suspended employee does not request a hearing within the required time limit, such employee is considered to have waived the right to any appeals as provided in this Contract. The Board shall then consider the recommendation of the College President and if the Board dismisses the employee, the action is final.

## ARTICLE XXIII

### ADJUSTMENT PROCEDURES

Section 1. Complaints. Definition: A complaint is an informal claim by an employee, or group of employees in the bargaining unit or by the Local Association 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.

Section 2. Informal Procedure for Handling Complaints. Any employee in the bargaining unit either with or without the Association grievance representative on the campus may orally present and discuss his complaint with the administrator who made the decision. Similarly, the Association grievance representative on the campus may orally present and discuss a complaint on behalf of any employee or group of employees with the community college officer involved to whom the employee or group of employees is responsible and shall be entirely informal. 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.

Section 3. Grievances. A grievance is defined as a dispute or disagreement raised in writing by an employee or the Association against the Employer involving the interpretation or application of the specific provisions of this Contract or application of a rule or regulation in other than a uniform manner or other than in accordance with the provisions of the rule or regulation.

Grievances as defined shall be processed in the following manner on a uniform grievance form furnished by the Employer. No reprisals of any kind shall be taken against an employee for participating in a grievance.

Section 4. Grievance Procedure.

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, a grievance may be filed on the official grievance form supplied by the Employer. No grievance shall be entertained or processed unless it is submitted within twenty (20) working days after the first occurrence of the event giving rise to the grievance, or within twenty (20) working days after the employee through the use of reasonable diligence should have obtained knowledge of the first occurrence of the event giving rise to the grievance. If such event occurs during the summer when the employee involved is not on duty, the first day shall be deemed to be the first day of duty in the succeeding academic year. The written grievance signed by both the employee and the Association grievance representative on the campus in individual employee grievances and the Association grievance representative on the campus alone in Association grievances shall set forth the nature of the grievance, the facts on which it is based, the alleged violation, and the relief requested. The College President or her/his designee shall discuss the grievance within five (5) working days with the Association 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 her/his designee, and the Association grievance representative on the campus. If no settlement is reached, the College President or her/his designee shall give the Employer's written answer to the Association Grievance representative on campus within five (5) working days following their meeting and shall also forward a copy to the Chancellor. A grievance for action which does not occur at the college where the grievance is employed, shall begin at step 2 of the grievance procedure.

Step 2. If the grievance is not settled in Step 1 and the Association desires to appeal, it shall be referred by the State Association in writing to the Chancellor or her/his designee within ten (10) working days after the designated College President's answer in Step 1 is due. A meeting or discussion between the Chancellor and the State Association Representative shall be held within ten (10) 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, and the State Association representative. If no settlement is reached, the Chancellor shall give the Employer's written answer to the State Association within five (5) working days following the meeting.

Step 3. If the grievance is not settled in Step 2 and the State Association desires to appeal, it shall be referred by the State Association in writing to the Board within ten (10) working days after the Chancellor's answer in Step 2 is due. A meeting between the Board or a designee of the Board and the State Association shall be held within ten (10) 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 Board and the State Association. If no settlement is reached, the Board shall give the Employer's written answer to the State Association within five (5) working days following the meeting. If the grievance is not settled in accordance with the foregoing procedure, the State Association may refer the grievance to arbitration within seven (7) working days after the answer of the Board in Step 3 is due.

Step 4. The parties shall attempt to agree upon an arbitrator within five (5) working days after receipt of notice of referral, and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, either party may request the Director of the Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the Employer and the State Association shall have the right to alternately strike two (?) names from the panel. The State Association shall strike the first name, the Employer shall then strike one name, and the process will be repeated and the remaining person shall be the arbitrator. The arbitrator shall be notified of her/his selection by a joint letter from the Employer and the State Association requesting that she/he set a time and a place for a hearing at a location that is most convenient to all participants, subject to the availability of the Employer and the State Association.

Section 5. Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Contract. She/he shall consider and decide only the specific issue submitted to her/him in writing by the Employer and the State Association, and shall have no authority to make a decision on any other issue not so submitted to her/him. 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 law. The arbitrator shall submit in writing her/his 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 her/his 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 Association, and the employees.

The fees and expenses of the arbitrator shall be divided equally between the Employer and the State Association; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6. Time Limits. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step, except the time limit for filing the grievance in Step 1, may be extended by mutual written agreement of the Employer and the Association, in each step, which extension shall not be unduly withheld by either party. The term "working days" as used in this Article shall mean the days Monday through Friday inclusive (including holidays), but excluding calendar breaks of the academic year.

Section 7. Evidence. There shall be no withholding of evidence or information within the knowledge of either party at any step of the proceedings.

#### ARTICLE XXIV

#### COMPLETE AGREEMENT AND WAIVER

The parties acknowledge that during the negotiations which resulted in the Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Therefore, the Employer and the Association, for the life of this Contract, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Contract, with respect to any subject or matter not specifically referred to or covered in this Contract.

It is understood by the parties that this Contract is the entire agreement and concludes negotiations for the 1979-81 biennium and the provisions which establish wages and economic fringe benefits must be submitted to the 71st session of the Minnesota Legislature for approval prior to implementation. Accordingly, both parties pledge their complete and active support toward early affirmative action by the Legislature. Concurrently, the parties further agree not to support or seek to modify, its terms through legislative action which would alter the express provisions of this Contract.

In the event that the Legislature should fail to fully approve the wages and economic fringe benefits established herein, this agreement shall be null and void.

## ARTICLE XXV

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 Association regarding such legislation before it is introduced in the legislature. The Employer agrees to consult with the Association regarding such rule changes.

## ARTICLE XXVI

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 which 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 XXVII

TERM OF CONTRACT

This Contract shall be effective on the 1st day of July, 1979 subject to acceptance by the 71st session of the Minnesota State Legislature, and shall remain in full force and effect through the 30th day of June, 1981. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than April 1, 1980, or by April 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 May 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 19th day of April, 1979.

FOR THE EMPLOYER

Barbara J. Sundquist  
Philip E. Helland, Chancellor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE ASSOCIATION

James M. Durban  
Ralph Chubbuck  
Cal Mink  
Cheryl Kipler  
John M. Witzel  
Ann Sanders

EMPLOYEMENT CONTRACT  
 Between  
 MINNESOTA STATE BOARD FOR COMMUNITY COLLEGES  
 and  
 MINNESOTA COMMUNITY COLLEGE FACULTY ASSOCIATION  
 1979 - 1981

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830469

*This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.*

O.M.B. No. 44-R0003  
App. exp. March 31, 1980

SEPTEMBER 29, 1979

DIRECTOR OF PERSONNEL AFFAIRS  
BOARD FOR COMMUNITY COLLEGES  
550 CEDAR STREET  
ST PAUL, MN. 55101

OCT 15 1979

PREVIOUS AGREEMENT EXPIRED  
JUNE 30, 1979

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s):

**MINNESOTA STATE BOARD FOR COMMUNITY COLLEGES FACULTY WITH EDUCATION ASSOCIATION; NATION MINNESOTA**

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

*Janet L. Norwood*  
JANET L. NORWOOD  
Acting Commissioner

**PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).**

*If more than one agreement, use back of form for each document. (Please Print)*

- 1. Approximate number of employees involved 1500
- 2. Number and location of establishments covered by agreement 18 colleges and system office
- 3. Product, service, or type of business College
- 4. If your agreement has been extended, indicate new expiration date New contract. Expires June 30, 1981

<u>Geraldine A. Evans, Director of Personnel Services</u>	<u>(612) 296-3795</u>
Your Name and Position	Area Code/Telephone Number
<u>301 Capitol Square</u>	<u>550 Cedar Street, St. Paul, MN 55101</u>
Address	City/State/ZIP Code



Employer, Product, Service or Type of Business      Name of Union or Association      Number of Employees Normally Covered by Agreements

PREVIOUS AGREEMENT EXPIRED  
JUNE 30, 1979

DIRECTOR OF PERSONNEL AFFAIRS  
BOARD FOR COMMUNITY COLLEGES  
250 CEDAR STREET  
ST PAUL, MN. 55101

MINNESOTA STATE BO FOR COMMUNITY COLLEGES FACULTY WITH EDUCATION ASSOCIATION, MINNESOTA

World you please send us a copy of your current agreement with any supplement (e.g., employee benefit plans and wage schedules) negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated. I should like to remind you that our agreement file is open for your use except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,  
JANET L. HORWOOD  
Acting Commissioner

PLEASE RETURN THIS LETTER WITH YOUR RESPONSE ON AGREEMENT(S).

1. Approximate number of employees involved: 1500

2. Number and location of establishments covered by agreement: 18 colleges and system office

3. Product, service or type of business: College

4. If your agreement has been extended, indicate new expiration date: New contract. Expires June 30, 1981

Evans, Director of Personnel Services  
250 Cedar Street, St. Paul, MN 55101  
(612) 388-3795

