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**EMPLOYMENT CONTRACT**

**State of Minnesota**

**MINNESOTA STATE BOARD  
FOR COMMUNITY COLLEGES**

**and the**

**MINNESOTA COMMUNITY COLLEGE  
FACULTY ASSOCIATION**

**1989 — 1991**

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## PREAMBLE

This Contract is made and entered into this 7th day of November 1989 by and between the State of Minnesota/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 representative for all instructors, counselors, and librarians who meet the statutory definition of public employee as contained in BMS Case No. 83-PR-1219-A. (See Appendix A).

The term "faculty member" when used hereinafter in the contract shall refer to all employees within the designated bargaining unit and reference shall include both male and female faculty members. 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 are created during the life of this Contract, or if existing faculty positions are moved into the classified service or unclassified administrative service, the Chancellor or designee shall give the Association President or designee written notice at least fourteen (14) calendar days in advance of actual implementation. The parties will meet prior to implementation if the Association requests and will attempt to agree on the inclusion or exclusion of the new title or position. If the parties cannot agree, the question will be submitted to the Director of the Bureau of Mediation Services for a determination of the inclusion or exclusion of such title.

## ARTICLE II STRIKES AND LOCK-OUTS

Section 1. Lock-Outs. No lock-out of faculty members shall be instituted by the Employer during the terms of this Contract.

Section 2. No Strikes. The Association agrees that it will not promote or support any strike as defined in Minnesota Statutes 179A.03, Subdivi-



sion 16, except as provided in Minnesota Statutes 179A.18, Subdivision 1. Any faculty member 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 faculty member who has authorized such deduction in writing. The aggregate deductions of all faculty members 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 179A.06, Subdivision 3 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 a faculty member as a result of any action taken or not taken in accordance with the provisions of this Article.

Section 4. Faculty Member Lists. The Chancellor or designee shall notify the Association President or designee of all faculty members added to or removed from the bi-weekly payroll. The Bi-Weekly Personnel Status Report shall be transmitted to the Association President or designee no later than one (1) week following the end of the payroll period. When no such personnel transactions have taken place, the report shall so state.

### ARTICLE IV NON DISCRIMINATION

Section 1. Equal Application. The provisions of this contract shall be applied equally to all faculty members in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age, physical disability, reliance on public assistance, or sex unless sex is a bona fide occupational qualification, marital status, political affiliation, sexual preference, 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, sexual preference, or any other class or group distinction. The Employer will not interfere with the rights of faculty members to become or not to become members of the Association; and there shall be no discrimination or interference, restraint, or coercion by the

Employer or any Employer representative against any faculty member because of Association membership, non-membership, or any faculty member 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 faculty members 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, sexual preference, 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 select, direct, and assign faculty members; 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 faculty members 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 faculty member mailboxes for communications to faculty members.

Section 4. Bulletin Boards. The Association shall have the right to post announcements and notices of its activities and concerns on faculty member bulletin boards. One bulletin board on each campus will be at locations mutually agreeable to the Local Association Chapter and the College President or 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 Presidents 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, Community Service, 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 faculty members in meetings with the College President or 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 designee and the Chairman of the Local Association Committee.

The agenda for each meeting shall be prepared and distributed by the College President or 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 designee. Within two weeks after each meeting the College President or designee will announce to the faculty members agreements reached and/or actions taken as a result of discussions at the meeting. A written rationale of agreements reached and/or actions taken will accompany the announcement, or the College President shall state the rationale at the next exchange of views meeting.

Proposals in the areas of the college budget, faculty activities during scheduled duty days, new program proposals, faculty proposals to discontinue a non-credit course, proposals to eliminate courses or programs, any reduction in unlimited faculty members, college organization, and changes in academic standards or credit offerings in existing programs will be considered at an exchange of views meeting. Reductions in unlimited faculty members must be discussed prior to the actual date of lay-off. If agreement is not reached at that meeting, the proposal shall be reconsidered at the next exchange of views meeting before action by the Local Administration.

Proposals initiated by the college administration to create or change existing policies and/or rules and regulations affecting faculty members 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 admin-

istration 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 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 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 faculty members in the bargaining unit, and such other information requested by the Association in contract matters or in the processing of a grievance.

Section 8. Delegate Assemblies. A delegate to the MCCFA and/or the MEA Delegate Assembly will be excused one day for each Assembly provided that the faculty member has notified the college president or designee as to the dates of the planned absence before the start of the quarter in which the Assembly is scheduled. Up to seven (7) delegates from the system will be excused to attend either the NEA Representative Assembly or the NEA Higher Education Conference for three (3) consecutive working days provided that the faculty member has notified the college president or designee as to the dates of the planned absence before the start of the quarter in which the Assembly is scheduled.

Section 9. Release Time for the MCCFA President. The President of MCCFA shall be granted release time from 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 the regular salary and lose no benefits. MCCFA shall reimburse the State Board for Community Colleges for the State President's release time at the part-time per credit rate listed in Article XI, Section 7 for the amount of release time granted.

A faculty member who has served as MCCFA President shall be given the right to a full-pay one-quarter sabbatical if he/she has served one term; a two-thirds pay, two quarter sabbatical if she/he has served two terms, and a two-thirds pay three quarter sabbatical if he/she has served three (3) or more terms.

The sabbatical shall be consistent with the applicable provisions of Article XII, Section 7. However, the President's sabbatical shall be in addition to earned sabbaticals granted under Article XII, Section 7.

Section 10. Release Time For Other Association Officers. The Association may buy release time for up to three other officers. The amount of release time shall be specified by the State Association before the beginning of each academic quarter or at other times by mutual agreement. Such officers shall remain on the state payroll at their regular salary and lose no benefits. MCCFA shall reimburse the State Board for Community Colleges for such officers' release time at the part-time per credit rate listed in Article XI, Section 7 for the amount of release time granted. Effort will be made to schedule such officers' college duties to accommodate their Association responsibilities.

Section 11. Release Time for Faculty Association Representatives.

The parties agree that faculty members on the Negotiating Team and/or the Board of Directors shall be granted reasonable amounts of paid release time, to conduct contract negotiations, and/or attend Board of Directors meetings up to five (5) Fridays per academic year under the following conditions:

1. Faculty assignments are re-scheduled to another day and/or evening; or
2. Alternate assignments/activities which can be accomplished in the absence of the instructor are assigned to the class; or
3. The services of another faculty member are secured to assume the faculty member's obligations at no additional cost to the Community College System.
4. Faculty members are responsible for making the appropriate arrangements, as discussed above. Such arrangements must be approved, in advance, by the College President or designee.
5. Whenever possible, faculty members should request release time at least one week in advance.
6. Faculty members who do not make arrangements for coverage of assignments or whose arrangements are not approved shall be granted unpaid release time.

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 designees concerning the provisions and application of this contract. Meetings with the administration or arbitration hearings regarding the processing of grievances shall be during the normal work day whenever practicable and the Grievant, the Association Grievance Representative and Association Local President shall not lose wages due to their necessary participation.

Upon request of the Association Chapter President, the College President shall afford release time not to exceed a total of two (2) courses per quarter with maximum of eight (8) credits per quarter to be shared by one (1) or more Local Association Officers on each campus for the purposes of conducting Association duties. The Association shall reimburse the College for such release time at the part-time per credit rate listed in Article XI, Section 7.

Section 2. Association Representatives Access to Private Telephones. It is the intent of the Community Colleges to provide Association Representatives with reasonable access to a private telephone when they are conducting Association business on campus.

Section 3. Certification of Campus Representatives. The names of the Local Association Chapter President and the Local Association Chapter Grievance Representative or alternate, who may serve if the regular Grievance Representative is not available, and other non-faculty member Association representatives who may represent the faculty members 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 names of 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 4. 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  
FACULTY MEMBER PROTECTION AND ASSISTANCE

Section 1. Assault. Faculty members 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 faculty member for informa-

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

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

## ARTICLE IX WORK YEAR AND WORK WEEK

Section 1. Academic Calendar. The academic calendar of each college shall be established by the College President. Prior to establishing or making changes in the calendar, the President or his/her designees shall afford the Local Association an opportunity to meet and confer on the calendar.

The calendar shall contain 171 workdays. Three days shall be scheduled by the college President or designee for staff and/or curriculum development activities. Within this total, the College President may schedule staff development activities on designated days. There shall be no classes on holidays or on the two days when the State Association meets.

Section 2. Holidays. No faculty members will be scheduled to work on the following holidays: New Years Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, and any other days provided by statute. When any of the holidays fall on Saturday, the preceding Friday shall be the Holiday. When any of the above holidays fall on Sunday, the following Monday shall be the holiday.

Section 3. Summer Sessions. Each summer session shall consist of no more than 28 work days exclusive of holidays. Two summer sessions shall be considered the equivalent of one academic year quarter. It is understood that a faculty member may be offered the equivalent of nine (9) credits per summer in one or over both sessions in rotation order, subject to the overload provisions in Article X, Section 12, and Article XI, Section 10. The college administration after consultation with the faculty members in each assigned field shall determine course offerings for summer session. Faculty shall be offered the opportunity to teach the courses offered within their assigned fields in the following order:

Subd. 1. Unlimited full-time faculty members who hold the assigned field and have taught in the assigned field within the past two academic years, on a rotation basis, by assigned field, with those with the most continuous service in each assigned field receiving first choice, except where faculty members have already established a rotation basis for each assigned field. The faculty member's choice shall be for courses offered over both sessions when two separate sessions are held. Unlimited faculty members with two or more assigned fields shall be limited to inclusion on the rotation list for one assigned field only. Each faculty member

will select the one assigned field summer session rotation list of their choice prior to the end of the Fall Quarter of each academic year. The faculty member may change from one list to another, but shall be placed on the bottom of the newly elected rotation list when this option is exercised. If the number of faculty members in an assigned field results in the same rotation ranking for two (2) consecutive years, the rotation list shall be adjusted prior to the second year to provide equal access to the top of the list.

A. If a faculty member is offered an opportunity to teach one or more courses on a go/no-go basis, each such faculty member, 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 the faculty member's assigned field for that summer session.

B. If a faculty member 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. A faculty member 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 faculty member 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 faculty member 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.

Subd. 2. If no unlimited, full-time faculty member qualified under Subd. 1 above accepts the assignment, unlimited full-time faculty with multiple assigned fields who hold another assigned field and have taught in that assigned field within the past two (2) years, on a rotation basis, with those with the most continuous service in each assigned field receiving first chance, subject to conditions A, B, and C above.

Subd. 3. If no unlimited full-time faculty member qualified under Subd. 1 and 2 above accepts the assignment, unlimited full-time faculty who hold the assigned field and have not taught in the assigned field within the past two (2) years, on a rotation basis, with those with the most continuous service in each assigned field receiving first chance, subject to conditions A, B, and C, above.

Subd. 4. If no unlimited full-time faculty member under Subd. 1, 2, and 3 above accepts the assignment, unlimited part-time faculty who hold the assigned field, on a rotation basis, with those with the most continuous service in each assigned field receiving first chance, subject to conditions in A, B, and C above.

Subd. 5. Other applicants, except that no assignments of other applicants shall be made if currently employed qualified "unlimited" faculty members have indicated their willingness to accept the assignment.



#### Section 4. Extra Days.

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

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

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

Subd. 4. Offers of extra days shall be made in writing and agreed to in writing. Such offer shall include full disclosure of compensation with a copy to the local grievance representative. Extra days employment shall be paid for at the rate of 1/171 per day of the faculty member's scheduled salary for that fiscal year for each full day worked.

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

Subd. 6. Extra days offered shall be scheduled consecutively insofar as is feasible unless the faculty member and the College President agree to a non-consecutive schedule.

Subd. 7. Notification of extra days employment during the summer shall be given no later than June 1.

#### Section 5. Alternate Calendars.

Subd. 1. Librarians. If librarians in a college are offered an average of twenty or more extra days during any fiscal year, by mutual consent of the faculty member who is offered twenty or more extra days 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 of the college. However, the total number of days shall be 171 plus the number of extra days offered.

Subd. 2. Counselors. If counselors in a college are offered an average of twenty or more extra days during any fiscal year, by mutual consent of the faculty member who is offered twenty or more extra days 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 171 plus the number of extra days offered. Offers of extra days employment and/or alternate calendar proposals shall be made in writing and agreed to in writing.

Subd. 3. 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 faculty member shall conform to the number of days in the college calendar, and days may not be scheduled on the State Association meeting days. The alternate calendar must be agreeable to the college administration, the faculty member, and the local Grievance Representative.

ARTICLE X  
WORK ASSIGNMENTS

It is recognized that full-time faculty members 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 faculty member and that some of these hours may be spent off campus. It is also recognized that part-time faculty will normally average a pro rata percentage of 40 hours per week.

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

Section 1. Instructors

|   | <u>Per Quarter</u> | <u>Per Year</u> |
|---|--------------------|-----------------|
| Credits (assigned to Courses<br>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 and any additional assignment beyond 45 shall be considered overload. 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> |
|---------------|--------------------|-----------------|
| Contact Hours | 20                 | 60              |

Contact hours above 20, but no more than 25 per quarter, are allowable by mutual written agreement between the instructor and the College President. However, the 60 hours per year limitation shall remain. Part-time faculty contact hour assignments shall be determined on a pro-rata basis.

Subd. 1. Science Laboratory Courses. Science laboratory courses (Chemistry, Biology, Physics, Natural Science) shall be credited on the basis of one (1) credit for each one (1) lecture hour and one (1) credit for each two (2) laboratory hours. Credits for science laboratories shall be averaged over the academic year with totals in odd numbers being reduced to the nearest lower whole number.

Subd. 2. Preparation. When possible, without disrupting the normal class offerings, a maximum of three separate class preparations may be assigned.

Subd. 3. 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 taught to a maximum of fifteen credits. Additional office hours or student availability may be scheduled at the instructor's option.

Subd. 4. 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, or unless the annual staffing allocation would necessitate a change in which case such change shall be considered as soon as they can be scheduled after the publication of the allocation.

Subd. 5. 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.

Subd. 6. 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 and to the local grievance representative the reasons why this assignment is necessary and reasonable.

Subd. 7. Class Schedules. Class schedules for each instructor shall be developed in each college by the administration based on consultation with the faculty member. Such schedules shall be provided to the faculty member in writing and shall include an itemization of all equated credit assignments.

Subd. 8. 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 certifi-

cate program courses, provided that the total of classroom and office hours shall not exceed 25.

Subd. 9. Combined Classes. An assignment to teach two or more classes of different content at the same time may be made only if requested by the instructor. If such an assignment is then made by the administration, the number of credits assigned to the instructor shall be the credits of the class with the greatest number of credits of those in this assignment plus one or one-half the total number of credits assigned for all the individual classes plus one, whichever is greater.

Subd. 10. Intern Supervision. When instructors are assigned to supervise student interns, the instructor shall be assigned credit(s) yearly as follows:

A. One credit for each four students or fraction thereof if the number of credits for the course(s) is less than 6.

B. One credit for each three students or fraction thereof if the number of credits for the course(s) is from 6 to 10.

C. One credit for each two students or fraction thereof if the number of credits for the course(s) is 11 or more.

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

Section 2. 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. Part-time librarian assignments shall be determined on a pro-rata basis.

Section 3. 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 implemen-

tation 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. It is further recognized by the parties that:

A. After consultation with the counseling department, the College President or designee decides when and where counseling services necessary to meet the goals and objectives shall be offered.

B. Counselors on each campus among themselves shall decide which individuals shall work to cover the hours set by the College President or designee.

C. In the event that Counselors are unable to decide which individuals shall work to cover the set hours, the College President or designee shall assign individual counselors.

D. For each counselor, no more than twenty-five (25) hours of student contact hours of availability over a five (5) day week shall be scheduled, and no more than six (6) hours averaged daily elapsed time of student contact availability may be scheduled for an individual Counselor per week. Part-time counselor assignments shall be determined on a pro-rata basis.

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

Section 4. 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.

If faculty members have a portion of their assignments in conformity with the "Other Assignments" clause, then the balance of their assignment under the Counselor, Librarian, or Instructor clauses of the contract will be reduced proportionately.

Section 5. Department Coordinators. The President may establish through exchange of views at each college, department coordinator positions as needed based upon a community of interest. If such coordinator positions are established, the faculty members 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 coordinators shall coordinate the activities of the department and may responsibly direct other members of the bargaining unit in their department but may not exercise other supervisory responsibilities as defined by M.S. 179A.03, Subdivision 17.

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 coordinators 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 unless the Chapter President, Coordinator, and College President agree in writing to a lesser amount. 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 coordination overload pay may exceed the 1/5 overload limitation; but if it does, such department coordinator shall not be eligible for additional overload pay, extra weeks, or summer school.

Section 6. Occupational Program Coordinators. The College President or designee may determine that an occupational program shall have a faculty coordinator who shall responsibly direct other members of the bargaining unit in the program but may not exercise other supervisory responsibilities as defined in M.S. 179A.03, Subdivision 17. Such coordinator shall be selected and appointed by the President and be given a minimum credit equivalence of three credits per quarter unless the Chapter President, Coordinator, and College President agree in writing to a lesser amount.

Section 7. Independent Study Assignments. Independent Study Assignments shall be defined as the faculty member'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 (Com-

petency Based Education) student. Upon agreement of the faculty member and the college president or designee, the faculty member's quarterly load may include independent study assignments. A faculty member who agrees to accept independent study or CBE assignments as overload shall be paid at the rate of 1/675 of schedule salary for each student credit or CBE unit.

Section 8. Student Activity Assignments. Student activity assignments to faculty members shall be given an equitable credit equivalence on each campus according to the following:

| <u>Subd. 1. Uniform Assignments</u> | <u>Credit Equivalencies</u> |
|-------------------------------------|-----------------------------|
| A. <u>Athletics</u>                 |                             |
| Football (Head)                     | 10                          |
| Football (Asst.)                    | 6                           |
| Wrestling (Head)                    | 10                          |
| Wrestling (Asst. or J.V.)           | 6                           |
| Hockey                              | 10                          |
| Baseball                            | 10                          |
| Volleyball                          | 10                          |
| Basketball (Head)                   | 10                          |
| Basketball (Asst. or J.V.)          | 6                           |
| Softball                            | 10                          |
| Cross Country                       | 4                           |
| Golf                                | 4                           |
| Tennis (Women)                      | 4                           |
| Tennis (Men)                        | 4                           |
| Track (Women)                       | 6                           |
| Track (Men)                         | 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> |
|---|---------------------------|
| General Responsibility  | 2.25                      |
| Football  | 2.25                      |
| (Subtract from total, the amount received in the summer before the contract year starts.) |                           |
| Volleyball  | 2.25                      |
| Hockey  | 2.25                      |
| Wrestling   | 2.25                      |
| Basketball  | 2.25                      |
| Baseball  | 1.50                      |
| Softball  | 1.50                      |
| Track (Men)   | .50                       |
| Track (Women)   | .50                       |
| Golf (Men)  | .50                       |
| Golf (Women)  | .50                       |
| Tennis (Men)  | .50                       |
| Tennis (Women)  | .50                       |
| Cross Country (Women)   | .50                       |
| Cross Country (Men)   | .50                       |

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. 179A.03, Subdivision 17.

B. Theatre.

- |                     |   |
|---------------------|---|
| 1. major production | 10 credits per major production to be divided as appropriate between director and technical director(s) at the request of the 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 - group which rehearses 2 or 3 times per week, has a membership of 45 or more persons, and has at least one major performance 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. | 4 credits per quarter                            |
| 3. minor group - a group which rehearses a minimum of 2 times per week, has a minimum membership of 10 persons and has a minimum of one major performance per quarter.  | 3 credits per quarter                            |
| 4. specialty group - a group which does not meet the specifications of 1, 2, or 3 above.  | credits determined under Non-Uniform assignments |

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.

D. Publications.

- |  |                       |
|--|-----------------------|
| 1. Major Publication - a publication which requires three or more multi-page publications per quarter. | 5 credits per quarter |
| 2. Minor Publication - a publication which requires less than three publications per quarter.          | 3 credits per quarter |

Subd. 2. Non Uniform Activity 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.

A. The credit equivalency for all activities not stated in Section 8 of this article 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-theater activities, intramurals, drill-dance teams, cheerleading, 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.

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

1. After discussion at local meet and confer, variations of equated credits may be requested by the college president provided that justification is included which clearly demonstrates the need or desirability for such variations. The requests and justification will be made in writing to the Chancellor.
2. 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.
3. The faculty member 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 faculty member's classroom contact hour limitation, instead the annual classroom contact hours limitation for faculty members assigned activities will be reduced by the same proportion that the equated credits are of 45. The classroom contact hours reduction shall be applied in total to the quarter in which the activity assignment occurs unless requested by the faculty member and agreed to by the administration. The administration will endeavor to schedule classes for faculty members having student activity assignments at such times that the combination of classes and activities will result

in reasonable elapsed time.

Section 9. Reasonable Credit Equivalence. Any assignment given faculty members by the administration which is not otherwise within the load description of Article X shall be given a reasonable credit equivalence, e.g. art gallery.

The actual hours of assignment will not be counted in the determination of the faculty member's contact hour limitation. Instead, the annual classroom contact hours limitation for faculty members 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 faculty members 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.

Section 10. Unique Assignments. If a faculty member is given an assignment that is not in compliance with the statements in this Contract, the assignment must be acceptable to the faculty member, the College President or designee, the local Association and the local Association Grievance Representative.

Section 11. Paraprofessional Supervision. When paraprofessionals in instructional, media, and student service programs are under the supervision of a faculty member, the responsibilities of the paraprofessional will be assigned by the faculty member. When the faculty member is not on duty, a paraprofessional shall report to the employee outside of the bargaining unit to whom the faculty member reports. Faculty members shall have the option to participate in the interview and selection of paraprofessionals to be added to the staff and assigned to them. Faculty input for the evaluation of paraprofessionals under their supervision shall be advisory to the administration.

Section 12. Overload Assignments.

A. An overload assignment shall be defined as any assignment to a faculty member which exceeds the workload assignment limitations in this agreement, subject to the one-fifth maximum defined in Article XI, Section 10.

B. Overload assignments must be mutually agreed upon by the faculty member and the College President.

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

## 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. A faculty member and the MCCFA President or designee shall be notified concurrently in writing of the final column and step determination.

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 and/or relevant work experience (as determined by the Chancellor or designee) shall be granted on a 1 for 1 basis according to the aggregate of experience. Credit for military experience shall be granted only in cases where the faculty member leaves the college for military service and returns to the college after completion of the service and then shall be on a 1 for 1 basis.

Initial placement shall not exceed Step 04 except where a college takes over a program from another institution and also takes over the faculty members in the program, in which case the Employer may allow placement above the steps defined above providing the placement is not more than the next step above the faculty member's former salary.

At the time of "initial placement" as used in paragraph one of this section, a faculty member shall be given credit for all applicable experience in determining appropriate step placement not to exceed the limitations in paragraph one of this section. However, new faculty members who have previously been employed by the Community College System shall be placed on the salary schedule as if their step movement had not been interrupted provided that credit for relevant interim work experience shall be granted on a one for one basis subject to the limitations in paragraph one of this section. Any continuous additional step movement after "initial placement" shall be earned only by counting subsequent experience in the Minnesota Community College System. System administrators who are appointed to faculty positions shall be granted step placement based on their experience at the time of initial hire as an administrator, plus one (1) additional year of credit on the salary schedule for each year of administrative experience in Minnesota Community Colleges, subject to the limitations in paragraph one of this section.

If a Temporary Faculty Member is employed as a Probationary Faculty Member, such faculty member shall be given credit for all appropriate experience subject to the limitations in paragraph one of this section.

If a Temporary Faculty Member who holds a step placement above the step limitations in paragraph one of this section moves directly into a Probationary position, such faculty member shall retain the step placement held at the time of the transition.

If a Probationary faculty member at the time of hiring has a total experience which is in fractional years and if that faculty member 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 faculty member shall be determined and implemented at the beginning of any quarter or of the extra weeks which precede the quarter.

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.

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 faculty members with less than a Bachelor's Degree but with appropriate training and/or experience.

Column II. Master's Degree in the "assigned field", or a Master's Degree with 23 graduate quarter credits in the "assigned field," or Bachelor's Degree plus 70 graduate quarter credits or equivalent semester credits with 42 graduate quarter credits in the "assigned field", of which 12 graduate quarter credits may be in allied or related fields, and an average grade of "B".

Column III. Seventy (70) graduate quarter credits or equivalent semester credits beyond the Bachelor's Degree, including the Master's Degree, with 47 graduate quarter credits in the "assigned field", of which 12 graduate quarter credits may be in allied or related fields, and an average grade of "B".

Column IV. Ninety (90) graduate quarter credits or equivalent semester credits beyond the Bachelor's Degree, including the Master's Degree, with 60 graduate quarter credits in the "assigned field", of which 15 graduate quarter credits may be in allied or related fields, and an average grade of "B", or a Doctor's Degree with a major in the "assigned field."

Advanced professional degrees, e.g. a law degree, may substitute for the Master's degree for column movement beyond column II if all other requirements are met. A faculty member with a C.P.A. shall be placed on Column II when the faculty member holds a B.A. degree in Accounting, but will have to meet the other requirements for Column III and Column IV.

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 faculty member.

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

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

Undergraduate credits in computer sciences up to a maximum of nine (9) quarter credits shall be counted as graduate level credits "not in the assigned field."

B. Assigned Field of Faculty Members. The original assigned field of instructors, or counselors, or librarians shall be considered to be the field or fields for which the Chancellor or designee verifies a faculty member was hired.

Additional assigned fields may be secured under the provisions of Article XIX, Section 2.

Column changes based on in assigned field assignment changes may occur at the beginning of any academic quarter.

A change of the assigned field shall not result in a decrease in pay for a faculty member.

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 faculty member.
2. The course title indicates that the course is intended for the faculty member's assigned field, or
3. The course description states that the course is intended specifically for the assigned field, or
4. The faculty member has received written approval from the Chancellor or designee prior to taking the course.
5. The courses taken are education courses specifically directed at the assigned field.

When the name of the assigned field of a faculty member is not the same as that of an academic department such as history, sociology, 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 a faculty member will be determined by the Chancellor or designee.

When the assigned field is in an occupational area which does not have sufficient credit courses available for column placement or movement, the faculty member's column placement or movement shall be determined by the Chancellor or designee based upon a combination of the following alternative learning experiences of the faculty member:

1. Training in advanced techniques in the faculty member's field.
2. Appropriate in-field experiences.
3. Professional activities which have an equivalent learning effect.

When such a faculty member applies, the application for a column change shall be evaluated by the Chancellor or 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 designee in order to count toward such a column movement.

D. Allied or Related Credits. Credits will be counted as allied or related if:

1. The course meets "in field" criteria in areas of assignment when

- the faculty member is currently teaching in that assignment on a regular basis or the college president verifies that the faculty member will be teaching in that assignment on a regular basis in the future.
2. The college department offering the course has a different name from the assigned field and the course is related or allied to the assigned field.
  3. The courses and credits are in compliance with the statements that:
    - A. Education courses specifically directed at the community college, three (3) quarter credits in Psychology of Learning, and three (3) quarter credits in Measurement in the Classroom.
    - B. However, all education credits specifically directed at Community Colleges for which enrollment occurred prior to July 1, 1975 shall count.
  4. In the case of librarians, it is recognized that content courses in other disciplines are useful in the reference and acquisition aspect of their duties. Therefore, up to 12 graduate quarter credits in a combination of two or more academic disciplines may be counted in "other assignments" for movement to Column III, and up to 15 graduate quarter credits in a combination of two or more academic disciplines may be counted as in "other assignments" for movement to Column IV.

E. Column Placement. Column placement for new faculty members shall be established and shall go into effect at the beginning of employment.

F. Column Change and Documentation. Column placement change for faculty members may be made at the start of any quarter or of the extra days or weeks which precede the quarter. Column placement change must be documented and established as follows:

1. The faculty member must provide to the Chancellor or designee in the Board office a written statement of intent to change columns, with either copies of official transcripts to document a column change or a written statement verifying that requirements for a column change have been completed prior to the start of the 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 designee, the salary of the faculty member will be adjusted accordingly and such adjustment will apply retroactively to the start of the faculty member's assignment for the quarter referred to in (1) above or the weeks attached to such quarter.

Section 3. Step Movement. For 1989-90 and again for 1990-91, each faculty member not at the maximum step on the salary schedule, and who meets the requirements for step movement, will be moved to the next step. Step movement shall be by aggregate of experience after initial placement in the Minnesota Community College.

Section 4. Salary Schedule. The salary schedule for the 1989-90 academic year to be effective July 1, 1989, shall be as follows:

| <u>STEP</u> | <u>COLUMN I</u> | <u>COLUMN II</u> | <u>COLUMN III</u> | <u>COLUMN IV</u> |
|-------------|-----------------|------------------|-------------------|------------------|
| 01          | 21,020          | 24,520           | 25,750            | 27,800           |
| 02          | 22,170          | 25,750           | 27,030            | 29,160           |
| 03          | 23,320          | 27,030           | 28,330            | 30,530           |
| 04          | 24,520          | 28,330           | 29,680            | 31,960           |
| 05          | 25,750          | 29,680           | 31,070            | 33,440           |
| 06          | 27,030          | 31,070           | 32,500            | 34,960           |
| 07          | 28,330          | 32,500           | 33,970            | 36,510           |
| 08          | 29,680          | 33,970           | 36,220            | 39,040           |
| 09          | 31,070          | 36,220           | 38,470            | 41,570           |
| 10          | 33,070          | 38,470           | 40,700            | 44,100           |

The salary schedule for the 1990-91 academic year to be effective July 1, 1990, shall be as follows:

| <u>STEP</u> | <u>COLUMN I</u> | <u>COLUMN II</u> | <u>COLUMN III</u> | <u>COLUMN IV</u> |
|-------------|-----------------|------------------|-------------------|------------------|
| 01          | 22,070          | 25,750           | 27,040            | 29,190           |
| 02          | 23,280          | 27,040           | 28,380            | 30,620           |
| 03          | 24,490          | 28,380           | 29,750            | 32,060           |
| 04          | 25,750          | 29,750           | 31,170            | 33,560           |
| 05          | 27,040          | 31,170           | 32,620            | 35,120           |
| 06          | 28,380          | 32,620           | 34,130            | 36,700           |
| 07          | 29,750          | 34,130           | 35,670            | 38,340           |
| 08          | 31,170          | 35,670           | 38,030            | 40,990           |
| 09          | 32,620          | 38,030           | 40,390            | 43,650           |
| 10          | 34,720          | 40,390           | 42,740            | 46,310           |

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

Section 5. Miscellaneous Wages. Non-credit teaching, if not part of assigned load, shall be paid to faculty members on the same basis as to others with like assignments.

Miscellaneous duties paid for from the all college fund shall be paid to faculty members on the same basis as to others with like assignments. Payment for assignments for mentoring/monitoring instruction in the College/High School credit programs shall be paid on a pro-rata credit equivalent basis as defined in Article X, Section 9.

Faculty members shall be paid for assessment of competencies for credit at the rate of \$10.00 per credit.

Section 6. Summer Session Wages. A faculty member employed for the summer session(s) shall be paid on the basis of the number of credits taught. Unlimited full-time and unlimited part-time with a minimum guaranteed percentage of 36% or more, and other faculty members teaching more than four (4) credits for the summer session, shall be paid a pro-ration of the faculty member's salary schedule for the previous academic year.

Section 7. Part-time Faculty Wages. Temporary faculty members and unlimited part-time faculty members, with a minimum guaranteed percentage of less than 36%, teaching more than five (5) credits per quarter during an academic year shall be paid a pro-ration of the appropriate position on the salary schedule for that academic year. Except for temporary full-time faculty, contracts shall be quarter by quarter.

Temporary part-time faculty members and unlimited part-time faculty members with a minimum guaranteed percentage of less than 36%, who teach five (5) credits or less per quarter shall be compensated at the rate of \$330.00 per credit in 1989-90 and at the rate of \$350.00 per credit in 1990-91.

Unlimited part-time faculty members will be paid according to credits taught on a quarter by quarter basis. Unlimited part-time faculty members whose assignments do not meet their minimum guaranteed appointment, will be compensated for the balance of their appointment in the Spring quarter. However, unlimited part-time faculty members may be given additional assignments consistent with Article X to meet the minimum guaranteed appointment.

Section 8. Applied Music.

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

Subd. 2. Applied music instruction provided by part-time instructors who teach only applied music shall be paid at the rate of at least \$85.00 per quarter for each one-half (1/2) hour lesson per week.

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

Section 9. Student Activity Credits. Coaches and Assistant Coaches shall receive pro-rata pay when coaching a student activity whose credit equivalency exceeds four (4) credits. The credits allocated may be distributed over two quarters whenever the actual season of the activity occurs over two quarters. When a student activity has more than one assistant coach assigned, the credit equivalency will be divided between/among coaches to reflect the assignment.

Section 10. Limit. The total payment for non-credit teaching, summer school teaching, overload, and extra weeks shall not exceed 1/5 of the faculty member's schedule salary, except in cases where the conditions of an outside grant requires additional weeks, or except as specified in Article X, Section 5.

The 1/5 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.



Section 11. Appeals. Any grievances filed under this article shall be filed initially at Step 02 of the grievance procedure consistent with time limits provided therein (see Article XXIV, Section 4).

ARTICLE XII  
LEAVES OF ABSENCE WITH PAY

Section 1. Communicating Absence. A faculty member who finds it necessary to be absent shall communicate with the community college official to whom the faculty member is responsible, in advance whenever possible.

Section 2. Sick Leave. Upon initial employment each full-time faculty member shall be credited with twenty (20) days of sick leave allowance. At the beginning of the third academic year of employment and each academic year thereafter, each full-time faculty member shall be credited with ten (10) days of sick leave allowance to be used for approved absences necessitated by reason of illness or injury, by necessity for dental or medical care, by exposure to contagious disease so that attendance on duty may endanger the health of fellow faculty members or the public, or the illness of the faculty member's spouse, minor children, or parent and spouse's parents for such periods as the faculty member's attendance shall be necessary. Further, a faculty member shall be granted up to five (5) days, charged against sick leave, for the reason of establishing bonding with an adoptive or foster child. A faculty member who finds it necessary to be absent for any of these reasons shall communicate with the College President or 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 the faculty member's credit. In the event that a faculty member with an illness exhausts the current accumulated sick leave and has lapsed sick leave recorded to the faculty member's credit, additional sick leave shall be granted by the President upon valid medical documentation, to the extent required by the faculty member's illness, but not to exceed the total amount of lapsed sick leave.

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

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

A faculty member who is reinstated or reappointed to the Minnesota Community College System within four (4) years from the date of resignation or retirement may, at the Appointing Authority's discretion, have the accumulated but unused sick leave balance restored and posted to the faculty member's credit in the records of the employing department, provided such sick leave was accrued in accord with the provisions of this Agree-

ment. However, upon reinstatement or rehire, a faculty member who has received severance pay shall either have the sick leave balance restored at sixty (60) percent of the faculty member's accumulated but unused sick leave balance plus eighty seven and one half (87 1/2) percent of the faculty member's but unused sick leave bank or may buy back the total amount of sick leave previously paid off as severance by paying the college at the time of reinstatement or rehire the gross amount of dollars previously paid out.

Section 3. Bereavement Leave. A faculty member shall be granted up to five (5) days of approved leave as necessary for bereavement purposes. Bereavement leave of up to five (5) days shall not be deducted from sick leave in the event of death in the immediate family or of death of any individual who is named a beneficiary in the employee's TRA program. The term "immediate family" shall mean: spouse, parents, parents of spouse, guardian, children, grandchildren, brothers, sisters, grandparents, or wards of the faculty member or of the faculty member's spouse. Other approved bereavement leave shall be deducted from sick leave.

Section 4. Personal Leave. Upon application and approval, each full-time faculty member 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 and/or fourth day may be used if approved by the College President. Personal leave may be taken in half (1/2) day increments.

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

Section 6. Legal Leave. Upon application, a faculty member shall be excused from work for jury service, or in response to a subpoena or other direction by proper authority. Such faculty member shall be paid his/her regular pay. Payments received for jury service may be retained by the faculty member; however, fees received by serving as a witness must be returned to the college unless the witness service does not involve the use of legal leave.

Section 7. Sabbatical Leave. The purpose of sabbatical leaves is to give faculty members the opportunity to secure additional education, training, or experience which will make them better prepared for carrying out their college assignments.

Subd. 1. Criteria. Such leaves shall be granted if the following criteria are met:

A. The full-time or unlimited part-time faculty member will have continuously served the equivalent of six or more 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 a faculty member 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 6. This total must be achieved prior

to the commencement of the leave. Faculty members on notice of lay-off are not eligible for sabbatical leaves, but for retraining under Article XVIII, Section 6. In the event that the faculty member's lay-off notice is rescinded, a faculty member who has applied for and met all other requirements for a sabbatical leave shall be granted the sabbatical regardless of the number of sabbaticals that have already been granted if the faculty member is more senior than the least senior faculty member who was granted a sabbatical at that college.

B. The faculty member has submitted a plan for the sabbatical leave which is designed to serve the purpose described above.

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

D. Funds to cover the cost of the sabbaticals are available. Except in situations of financial exigency for the Minnesota Community College System, sabbaticals will not be denied for this reason.

E. The number of sabbaticals approved for a college does not exceed seven percent, rounded up to the next whole number, of the number of full-time equivalent faculty 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 seven percent of the number of full-time equivalent faculty 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 equivalent service based on the date of employment or the date of return after the last sabbatical, whichever is most recent. In the event of a tie, the sabbatical leave will be awarded to the applicant with the greatest system-wide seniority. Then, if a tie still exists, the applicant with the lowest number represented by the last four digits in their social security number will be awarded the sabbatical leave.

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 in accordance with the tie-breaker procedure above. Applicants must make a separate application each year that they wish to be considered for a sabbatical leave.

Subd. 2. Additional Sabbaticals. If requested by a College President and agreed to by the Chancellor and the State Association, additional sabbaticals may be approved.

Subd. 3. Sabbatical Leave Benefits. Sabbatical leaves may be granted for one, two, or three consecutive quarters in an academic year, with full base salary for one quarter, or with two-thirds (2/3) of base salary for two or three quarters.

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

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

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

Subd. 4. Application procedure. Applications for sabbaticals shall be submitted to the Chancellor or designee in the Board Office between November 24th and December 15th in the year preceding the academic year during which the faculty member is planning to take the leave. The application must be delivered to the Chancellor or designee in the Board Office by December 15th or mailed by certified mail not later than December 15th to be considered. Notification of approval or rejection will be provided by the Board no later than February 15.

Subd. 5. Sabbatical refusal. When a sabbatical is granted and the faculty member wishes to refuse the sabbatical, the faculty member may make a written request to the College President stating this fact. The College President shall submit this request along with a recommendation and if the Board grants the request the faculty member shall forfeit eligibility for a sabbatical leave until such faculty member has served the equivalent of four more full-time academic years in the Minnesota Community College System as a full-time or an Unlimited Part-time faculty member without a break in service 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 toward the four years. This total shall be achieved prior to the commencement of the leave.

Subd. 6. Return Requirements. A faculty member 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 faculty member refuses to do so, the faculty member 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 faculty member was expected to return. Upon returning from sabbatical, the faculty member shall submit a written description of plan activities undertaken during the sabbatical. If a faculty member desires to change the substance of the sabbatical plan which was previously approved by the Board, the faculty member shall submit an amended plan to the Chancellor. If the Chancellor fails to approve the amended plan, the faculty member may submit an alternative plan(s).

Section 8. 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 ap-

propriate 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 9. Pro-Rata. The provisions of Article XII, Section 2 - Sick Leave, Section 3 - Bereavement Leave and Section 4 - Personal Leave shall apply on a pro-rata basis to all part-time faculty members in the bargaining unit.

Section 10. Accounting of Leave Status. At the end of each fiscal year an accounting of sick, personal, and unpaid leave status will be provided to each faculty member by the faculty member's college.

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

### ARTICLE XIII LEAVES OF ABSENCE WITHOUT PAY

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

Section 2. Parenthood Leave. Upon application, parenthood leave shall be granted without pay to any faculty member 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 faculty member and shall continue for a period of 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 faculty member.

Section 3. Other Leaves of Absence Without Pay. Upon application, faculty members 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.

For faculty members granted unlimited part-time status on or after July 1, 1987, such leaves shall not be granted for purposes of vacations, non-college employment obligations, or opportunities which should or could be accommodated outside of their college assignments.

Section 4. Religious Holidays. Any faculty member 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 faculty member has unused personal leave, and in that case such day may be charged against the personal leave of the faculty member upon request of the faculty member. The faculty member shall notify the college in writing between 10 and 20 days prior to the absence.

Section 5. Extended Leaves of Absence. Full-time employees who are eligible and apply for extended leave under M.S. 136.88 (a full-time faculty member who has been employed by the Community College Board for at least five (5) years and has at least ten (10) years of allowable service as defined in M.S. 354.05 Subd. 13) may be granted a leave without pay of at least three (3) years but no more than five (5) years. An extended leave of absence pursuant to this section may be granted only once. Denials of such leaves shall not be arbitrary, unreasonable, or discriminatory. Pursuant to M.S. 354.094, the State shall pay employer contributions into the fund for each year for which a member who is on extended leave pays employee contributions into the fund. Such contribution shall be based on the schedule salary amount the faculty member received in the year immediately preceding the leave.

Section 6. Benefits. No benefits shall accrue to faculty members 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 faculty member in which instance no benefits shall accrue to such faculty member if the unpaid leave exceeds an aggregate of thirty (30) working days in any academic year.

An Unlimited faculty member 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 faculty member's service has been continuous in the system. Such faculty member may be granted this provision once only during the faculty member'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.

Upon application, a faculty member who is granted an unpaid leave specifically to do full time teaching elsewhere, or to engage in other full time (or its equivalence) endeavors which are related to the faculty member's performance or expertise at the college, except in cases of extended leaves pursuant to M.S. 136.88, shall, upon return, be placed on the salary schedule as if the faculty member's service had been continuous in the System, and the time spent on such leaves shall count for

seniority purposes as well. When this type of unpaid leave is less than one (1) academic year, the time spent on the leave shall count for sabbatical eligibility.

A faculty member 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  
SEVERANCE PAY AND EARLY RETIREMENT INCENTIVE

Section 1. Severance Pay. Severance pay shall be granted to all faculty members under the following provisions:

Subd. 1. Faculty members 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 separation from state service in an amount equal to 40% of the faculty member's accumulated but unused sick leave balance (not to exceed 112 days) plus 12 1/2% of the faculty member's accumulated but unused sick leave bank, times the faculty member's regular daily rate of pay at the time of separation.

Subd. 2. All faculty members who are mandatorily retired from state service or are separated by reason of death shall receive severance pay in an amount equal to 40% of the faculty member's accumulated but unused sick leave balance (not to exceed 112 days) plus 12 1/2% of the faculty member's accumulated but unused sick leave bank times the faculty member's regular daily rate of pay at the time of separation. In the event of death, such payment shall be made to the beneficiary designated by the faculty member under the Minnesota Teacher's Retirement Association.

Subd. 3. All faculty members who are laid off from service in the community colleges, except on a seasonal basis, shall receive severance pay in an amount equal to 40% of the faculty member's accumulated but unused sick leave balance (not to exceed 112 days) plus 12 1/2% of the faculty member's accumulated but unused sick leave bank times the faculty member's regular daily rate of pay at the time of separation.

Subd. 4. Should any faculty member who has received severance pay be subsequently reappointed to State service, eligibility for future severance pay shall be computed upon the difference between the amount of accumulated but unused sick leave restored to the faculty member's credit at the time the faculty member was reappointed and the amount of accumulated but unused sick leave at the time of the faculty member's subsequent eligibility for severance pay. However, if the faculty member has bought back the total amount of sick leave previously paid off on severance, eligibility for future severance pay shall be computed upon the amount of accumulated but unused sick leave to the faculty member's credit at the time of the faculty member's subsequent eligibility for severance pay.

Subd. 5. If necessary, accumulated but unused bank days shall be added to the sick leave balance to attain the 112 days maximum.

Subd. 6. Faculty members who retire from state service after ten (10) years of continuous state service, and who are immediately entitled at the time of retirement to receive an annuity under a state retirement program shall, notwithstanding an election to defer payment of the annuity, also receive severance pay.

A faculty member 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.

Section 2. Early Retirement Incentive.

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

Subd. 2. Compensation. An eligible faculty member who elects early separation through resignation or early retirement shall receive compensation equal to his/her base salary. An eligible faculty member who elects such early separation shall receive compensation equal to his/her base salary minus 20% of his/her base salary for each year beyond age sixty (60). The faculty member shall receive the compensation in two equal annual payments, the first upon separation and the second in the following year or on other reasonable terms as conveyed by the faculty member and accepted by the administration.

Subd. 3. Maintenance of Benefits. The separated faculty member shall have the right to continue, at the employer's expense, health insurance benefits for one year after separation.

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

Section 3. Supplemental Retirement. Pursuant to M.S. 136.80, 136.81 and 356.24, the employer shall deduct from the salary of full-time faculty members a sum equal to five (5) percent of the annual salary paid after the first \$6,000 up to a maximum of \$450.00 during the 1989-90 academic year and up to a maximum of \$1,000.00 during the 1990-91 academic year to be paid into the Minnesota Community College Supplemental Retirement Account of the retirement fund. The employer shall make a contribution in an amount equal to the deductions made from the faculty member's salary. Deductions shall begin in the faculty member's third year of employment.

ARTICLE XV  
EXPENSE ALLOWANCES

Section 1. General. The Employer may authorize travel at state expense for the effective conduct of the state's business. Such authorization



must be granted prior to the incurrence of the actual expenses. Faculty members affected under this Article shall be reimbursed for such expenses which have been authorized by the Employer in accordance with the terms of this Article.

Section 2. Automobile Expense. When a state-owned vehicle is not available and a faculty member is required to use the faculty member's automobile to conduct authorized state business, the Employer shall reimburse the faculty member at the rate of twenty-seven (27.0) cents per mile for mileage on the most direct route according to Transportation Department records. When a state-owned vehicle is offered and declined by the faculty member, the Employer shall authorize the mileage be paid at the rate of twenty-one (21.0) cents per mile on the most direct route. Deviations from the most direct route, such as vicinity driving or departure from the faculty member's residence, shall be shown separately on the faculty member's daily expense record and reimbursed under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. A faculty member shall not be required by the Employer to carry automobile insurance coverage beyond that required by law.

When a faculty member is assigned to off campus duties, the faculty member shall be paid the full round trip mileage allowance between the teaching location and the faculty member's home less the round trip distance between the home and campus.

Section 3. Commercial Transportation. When a faculty member is required to use commercial transportation (air, taxi, rental car, etc.) in connection with authorized business of the Employer, the faculty member shall be reimbursed for the actual expenses of the mode and class of transportation so authorized. Reasonable gratuities may be included in commercial travel costs.

Section 4. Overnight Travel. A faculty member in travel status who incurs expenses for lodging shall be allowed actual reasonable costs of lodging, in addition to the actual cost of meals while away from the home station, up to the maximums stated in Section 5 of this Article. A faculty member in travel status in excess of one (1) week without returning home shall be allowed actual cost not to exceed a total of \$16.00 per week for laundry and/or dry cleaning for each week after the first week. A faculty member shall be reimbursed for baggage handling. Actual documented personal telephone call charges shall be reimbursed in the following manner: the maximum reimbursement for each trip shall be the result of multiplying the number of nights away from home by two dollars.

Section 5. Meal Allowances.

A. Breakfast. A faculty member assigned to be in a travel status between the faculty member's work station and a field assignment shall be reimbursed for the actual cost of meals, including a reasonable gratuity. Breakfast reimbursement may be claimed only if the faculty member is on assignment away from home station in a travel status overnight or departs from home in an assigned travel status before 6:00 a.m.

B. Lunch. Eligibility for lunch reimbursement shall be based upon the faculty member being on assignment, over thirty-five (35) miles from

his/her temporary or permanent work station, with the work assignment extending over the normal meal period. However, a faculty member may claim lunch reimbursement when authorized by the Appointing Authority as a special expense prior to incurring such expenses.

C. Dinner. Dinner reimbursement may be claimed only if the faculty member is away from home station in a travel status overnight or is required to remain in a travel status until 7:00 p.m.

D. Maximum reimbursement for meals including tax and gratuity, shall be:

|           |           |
|-----------|-----------|
| Breakfast | - \$ 6.00 |
| Lunch     | - \$ 7.50 |
| Dinner    | - \$13.50 |

Section 6. Special Expenses. When prior approval has been granted by the Employer, special expenses, such as registration or conference fees and banquet tickets, incurred as a result of state business, shall also be reimbursed.

Section 7. Payment of Expenses. The Employer will advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars (\$50.00), provided the faculty member makes such a request within a reasonable period of time in advance of the travel date.

## ARTICLE XVI FACULTY DEVELOPMENT

Section 1. College Level. Each College will be allocated faculty development funds at the rate of \$175 per each full-time equivalent faculty position allocated to the College for the preceding academic year. Funds provided by this Section shall be used only for financing expenses for faculty members only to attend conferences, workshops and other activities off-campus, or for the provision of on-campus activities for staff development of the faculty. The Local Association Chapter shall determine an equitable procedure for the distribution of faculty development funds. The College President or designee may review proposed faculty development expenditures, and may veto a proposed expenditure within one week of its receipt if the proposed expenditures do not meet the purposes stated above. Nothing in this Section shall preclude the Local Association Chapter from proposing to spend faculty development funds on joint activities with other groups at the College. Upon mutual written agreement, the Association Chapter President and the College President may agree to another method for determination of the use of College level development funds.

Section 2. System Level. For each fiscal year of this Agreement, the Community College System will allocate a pro-rata share of the funds identified in the budget as "staff development" for faculty development. Such funds will be used to provide statewide or regional conferences, workshops and other activities for the staff development of faculty members. A Joint Committee comprised of three faculty members appointed by the MCCFA and three administrators appointed by the Chancellor shall aid and advise the Chancellor or designee in the use of these funds.

ARTICLE XVII  
INSURANCE

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

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

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

A. Holds a temporary full-time or an unlimited appointment with an annual guarantee of at least 18 credits or its equivalent; or

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

1. Initial qualification requires an appointment totaling at least six (6) credits per quarter or its equivalent over three (3) consecutive academic quarters.
2. Once qualified, the faculty member remains qualified for each quarter in which his/her appointment equals at least six (6) credits.
3. When the faculty member's quarterly appointment drops below six (6) credits, insurance eligibility will cancel for that quarter, but will be reinstated when the quarterly appointment returns to at least six (6) credits.
4. Once a break in service occurs (excluding summer session) initial qualification in "a" above must be re-met.

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

A. Faculty members with a work-related injury/disability. A faculty member who was off the State payroll due to a work-related injury or a work-related disability may continue to participate in the Group Insurance Program as long as a such a faculty member receives workers compensation payments or while the worker's compensation payments or while the worker's compensation claim is pending.

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

C. Retired faculty members. A faculty member who retires from State service, is not eligible for regular (non-disability) Medicare coverage, has ten (10) or more years of allowable pension service, and is entitled at the time of retirement to receive an annuity under a State retirement program, may continue to participate in the health and dental coverage offered through the Group Insurance Program.

Consistent with M.S. 43A.27, Subdivision 3, a retired faculty member of the State who receives an annuity under a State retirement program may continue to participate in the health and dental coverage offered through the Group Insurance Program. Retiree coverage must be coordinated with Medicare.

D. Summer coverage - temporary faculty. A faculty member on a temporary appointment who is eligible to participate in the Group Insurance Program continues that eligibility during the summer if notice has been received from the College President (Provost) or designee by May 31 of each year that the faculty member will be re-hired in an insurance-eligible position (at least six (6) credits or its equivalent) for the subsequent fall quarter.

E. Sabbatical leave. A faculty member who is eligible to participate in the group Insurance Program immediately prior to taking a sabbatical leave continues that eligibility during the sabbatical leave.

F. Faculty members on lay-off. A faculty member who is eligible to participate in the group Insurance Program immediately prior to being placed on lay-off continues that eligibility during the recall period.

G. Faculty members on Unpaid Leave of Absence. A faculty member who is eligible to participate in the group insurance Program immediately prior to taking an Unpaid leave of absence continues that eligibility during the unpaid leave of absence at their own expense.

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

A. Spouse. The spouse of an eligible faculty member (if not legally separated). If both spouses work for the State or another organization participating in the State's Group Insurance Program, neither spouse may be covered as a dependent by the other.

B. Children and Grandchildren. An eligible faculty member's unmarried dependent children and unmarried dependent grandchildren: (1) through age 18; or (2) through age 22 if the child or grandchild is a full-time student at an accredited educational institution; or (3) through any age if the child or grandchild is incapable of self-sustaining employment by reason of mental retardation or physical disability and if chiefly dependent on the faculty member for support.

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

"Dependent Grandchild" includes a faculty member's: (1) grandchild placed in the legal custody of the faculty member, (2) grandchild legally adopted by the faculty member or placed for adoption with the faculty member, or (3) grandchild who is the dependent child of the faculty member's unmarried dependent child.

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

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

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

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

Subd. 1. Full Employer Contribution - Basic Eligibility. Faculty members covered by this Agreement and appointed for at least seventy-five (75) percent of the full-time work assignment load for the academic year receive the full Employer Contribution.

Subd. 2. Partial Employer Contribution - Basic Eligibility. The following faculty members covered by this Agreement receive the full Employer Contribution for basic life coverage, and at the faculty member's option, a partial Employer Contribution for health and dental coverage. The partial Employer Contribution for health and dental coverage is fifty (50) percent of the full Employer Contribution.

A. A faculty member who holds an unlimited part-time appointment and works eighteen (18) or more credits or its equivalent per academic year but less than seventy-five (75) percent of a full-time work assignment load.

B. A faculty member who holds a temporary part-time appointment and meets the following conditions:

- 1. Initial qualification requires an appointment totaling at least six (6) credits per quarter over three (3) consecutive academic year quarters.
- 2. Once qualified, the faculty member remains qualified for each quarter in which his/her appointment equals at least six (6) credits.
- 3. When the faculty member's quarterly appointment drops below six

(6) credits, insurance eligibility will cancel for that quarter, but will be reinstated when the quarterly appointment returns to at least six (6) credits.

4. Once a break in service occurs (excluding summer session) initial qualification in "a" above must be re-met.

Subd. 3. Special Eligibility. The following faculty members also receive an Employer Contribution:

A. Faculty Members on Layoff. A faculty member who receives an Employer Contribution, who has three (3) or more years of continuous service, and who has been laid off, remains eligible for an Employer Contribution and all other benefits provided under this Article for twelve (12) months from the date of layoff.

B. Work-related injury/disability. A faculty member who receives an Employer Contribution and who is off the State payroll due to a work-related injury or a work-related disability remains eligible for an Employer Contribution as long as such a faculty member receives workers' compensation payments. If such faculty member ceases to receive workers' compensation payments for the injury or disability and is granted a disability leave under Article XII, he/she shall be eligible for an Employer Contribution during that leave.

C. Summer coverage - temporary faculty. A faculty member on a temporary appointment who is eligible for an Employer Contribution continues to receive the Employer Contribution during the summer if notice has been received from the College President (Provost) or designee by May 31 of each year that the faculty member will be re-hired in an insurance-eligible position (at least six (6) credits or its equivalent) for the subsequent fall quarter.

D. Sabbatical Leave. A faculty member eligible for an Employer Contribution immediately prior to taking a sabbatical leave continues to receive the Employer Contribution during the sabbatical leave.

Subd. 4. Maintaining Eligibility for Employer Contribution.

A. General. A faculty member who receives a full or partial Employer Contribution maintains that eligibility as long as the faculty member meets the Employer Contribution eligibility requirements, and appears on a State payroll for at least one full working day during each payroll period. This requirement does not apply to faculty members who receive an Employer Contribution while on layoff as described above, or while eligible for workers' compensation payments as described in above.

B. Unpaid Leave of Absence. If a faculty member is on an unpaid leave of absence, then sick leave cannot be used for the purpose of maintaining eligibility for an Employer Contribution by keeping the faculty member on a State payroll for one working day per pay period.

C. School Year Employment. If a faculty member is employed on the basis of a school year and such employment contemplates absences from the State payroll during the summer months or vacation periods scheduled by the Ap-

pointing Authority which occur during the regular school year, the faculty member shall nonetheless remain eligible for an Employer Contribution, provided that the faculty member appears on the regular payroll for at least one working day in the payroll period immediately preceding such absences.

Section 4. Amount of Employer Contribution. For faculty members eligible for an Employer Contribution as described in Section 3, the amount of the Employer Contribution will be determined as follows beginning on December 30, 1989. The Employer Contribution amounts and rules in effect on June 30, 1989 will continue through December 19, 1989.

Subd. 1. Contribution Formula - Health Coverage.

A. Faculty Member Coverage. For faculty member health coverage, the Employer contributes an amount equal to the lesser of one hundred (100) percent of the faculty member premium of the Lowest Cost Carrier, or the actual faculty-member premium of the health plan chosen by the faculty member.

B. Dependent Coverage. For dependent health coverage, the Employer contributes an amount equal to the lesser of ninety (90) percent of the dependent premium of the Lowest Cost Carrier, or the actual dependent premium of the health plan chosen by the faculty member.

C. Lowest Cost Carrier. For the purposes of this section, "Lowest Cost Carrier" means the health plan with: (1) the lowest family premium rate; and (2) operating in the county of the faculty member's permanent work location. "Family Premium" is the total of the faculty-member premium and the dependent premium.

The low-cost carrier for each county for the 1990 insurance year is listed in Appendix C. During the 1990 insurance year, the list may be changed only if the low-cost carrier no longer operates in a county.

D. Low Cost Carrier List. The list for the 1991 insurance year shall be established in accordance with the following procedures:

1. At least twelve (12) weeks prior to the open enrollment period for the 1991 insurance year, the Employer shall meet and confer with the Joint Labor/Management Committee on Health Plans in an attempt to reach agreement on the low-cost carrier for each county.
2. If no agreement is reached within five (5) working days, the Employer and the Joint Labor/Management Committee on behalf of all of the exclusive representatives shall submit counties in dispute to a mutually agreed upon neutral expert in health care delivery systems for final and binding resolution. The only counties that may be submitted for resolution by this process are those in which, since the list for the 1990 insurance year was negotiated, one or more the following has occurred:
  - (a) changes in the network of one or more of the plans offered;
  - (b) changes in the premium amounts affecting which plan is low cost;
  - (c) the addition or deletion of carriers affecting which plan is

low cost.

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

E. Faculty Member Work Location. The Employer Contribution for each faculty member is based on the faculty member's permanent work location on the effective date of each new insurance year. If the health plan a faculty member is enrolled in is not available at the new permanent work location, then the Employer Contribution changes to the amount in effect at the new permanent work location.

Subd. 2. Contribution Formula - Dental Coverage.

A. Faculty Member Coverage. For faculty member dental coverage, the Employer contributes an amount equal to the lesser of one hundred (100) percent of the faculty member premium of the State Dental Plan, or the actual faculty member premium of the dental plan chosen by the faculty member.

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

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

Section 5. Coverage Changes and Effective Dates.

Subd. 1. When Coverage May Be chosen. A faculty member must make his/her choice of plans and choice of dependent coverage (if applicable) at the time of initial employment or during an open enrollment period. A faculty member may change his/her health or dental plan if the faculty member changes to a new permanent work location, and the faculty member's current plan is not available at the new work location. A faculty member may also add dependent health or dental coverage within 30 days after the following events:

A. If a faculty member becomes married, the faculty member may add his/her spouse and any dependent children/grandchildren acquired as a result of the marriage.

B. If the faculty member's spouse loses group health or dental coverage, the faculty member may add his/her spouse and any dependent chil-



dren/grandchildren who lost coverage as a result of the spouse's loss of coverage.

C. If a faculty member acquires a dependent child/grandchild, the faculty member may add coverage for that child/grandchild.

Subd. 2. Initial Effective Date. The initial effective date of coverage under the Group Insurance Program is the first day of the first payroll period beginning on or after the 18th calendar day following the faculty member's first day of employment, re-employment, re-hire, or reinstatement with the State. A faculty member must be actively at work on the initial effective date of coverage, except that a faculty member who is on paid leave on the of State -paid life insurance benefits increase is also entitled to the increased life insurance coverage. In no event shall a faculty member's dependent's coverage become effective before the faculty member's coverage.

Subd. 3. Delay in Coverage Effective Date. Except for dependent coverage for newborn children, the effective date of initial coverage or change on coverage is delayed in the event that, on the date coverage would otherwise be effective, a faculty member or his/her dependent is hospitalized. Initial coverage for a newborn child is not affected by the child's hospitalization. In all other cases, coverage does not begin or change until the beginning of the first payroll period following the faculty member's or dependent's hospital discharge. however, initial faculty member-only coverage may begin if the faculty member's dependent is hospitalized.

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

Subd. 4. Open Enrollment.

A. Frequency and Duration. There shall be an open enrollment period for health coverage in each year of this Agreement, and for dental coverage in the first year of this Agreement. Open enrollment changes become effective on December 20, 1989 in the first year of this Agreement, and on January 2, 1991 in the second years of this Agreement.

B. Eligibility to Participate. A faculty member, eligible to participate in the Group Insurance Program, as described in Section 2 above, may participate in open enrollment. In addition, a person in the following categories may change his/her health or dental plan during open enrollment, but may not add coverage: (1) a former faculty member or dependent on continued coverage, as described in Section 2: or (2) an early retiree prior to becoming eligible for regular Medicare coverage.

C. Materials for Faculty Member Choice. Prior to each open enrollment, the Appointing Authority will give each faculty member a statement of his/her current coverage and a copy of he Summary Plan Document.

Subd. 5. Coverage Selection Prior to Retirement. A faculty member who retires and is entitled to receive an annuity under a State retirement

program may change his/her health or dental plan during the thirty (30) calendar day period immediately preceding the date of retirement. The faculty member may not add dependent coverage during this period. The change takes effect on the first pay period beginning after the date of retirement.

## Section 6. Basic Coverage.

### Subd. 1. Faculty Member and Dependent Health Coverage.

A. Coverage Options. Eligible faculty members must select coverage under one of the health plans offered by the Employer, including health maintenance organization plans, the State Health Plan, or other health plans. Coverage offered through health maintenance organization plans is subject to change during the life of this Agreement upon action of the health maintenance organization and approval of the Employer after consultation with the Joint Labor/Management Committee on Health Plans. However, actuarial reductions on the level of HMO coverage effective during the term of this agreement, including increases in copayments, require approval of the Joint Labor/Management Committee on Health Plans. Coverage offered through the State Health Plan is determined by Section 6, Subd. 1., para B.

B. Coverage under the State Health Plan. From July 1, 1989 through December 19, 1989, coverage under the State Health Plan will continue at the level in effect on June 30, 1989. Effective December 20, 1989, the State Health Plan will cover allowable charges for the following eligible services subject to the copayments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from health care providers not in the State Health Plan network. Services provided through the State Health Plan are subject to the State Health Plan's managed care procedures and principles, including standards of medical necessity and appropriate practice.

1. Inpatient hospital services, \$100 deductible per person per year, maximum \$200 per family per year. After deductible is satisfied 80% coverage up to a maximum annual copayment per family: 100% coverage thereafter.
2. Outpatient surgery center services. 100% coverage.
3. Outpatient emergency and urgent care services. \$30 copayment per visit for outpatient emergency visits and \$15 copayment per visit for urgent care visits that do not result in hospital admission within 24 hours: 100% coverage thereafter.
4. Out-of-network services. \$300 deductible per person per year, maximum \$600 deductible per family per year. After deductible is satisfied, 70% coverage up to a maximum annual copayment of \$3000 per person, \$6000 per family; 100% coverage thereafter. The out-of-network deductibles and copayments are separate from the in-network deductibles and copayments.
5. Home health services. 100% coverage up to a maximum of \$5000 eligible expenses per person per year.
6. X-rays and laboratory tests. 100% coverage.
7. Preventive care. 100% coverage.
8. Physicians services. 100% coverage.
9. Eye exams. 100% coverage (limited to one routine examination

- per year).
10. Mental health services - inpatient. Inpatient hospital services deductible and copayments apply , except that coverage is limited to a maximum of 73 days per year. No coverage for services obtained from out-of network providers.
  11. Mental health services - outpatient. 80% coverage for up to 40 hours per year: hours 11 -40 require preauthorization. No coverage for services obtained from out-of-network providers.
  12. Chemical dependency services - inpatient. Inpatient hospital services deductible, copayments, and coverage levels apply, except that coverage is limited to a maximum of 73 days per year. No coverage for services obtained from out-of-network providers.
  13. Chemical dependency services - outpatient. 100% coverage for up to 65 hours per year (two group-session hours count as one hour). No coverage for services obtained from out-of-network providers.
  14. Chiropractic services. 100% coverage. No coverage for services obtained from out-of-network providers.
  15. Prescription drugs. For the 1990 insurance year, \$5 copayment per prescription or refill for a 34-day supply, or a 100-day supply for approved maintenance drugs: \$11 copayment for non-formulary drugs: 100% coverage after copayment. For the 1991 insurance year, \$6 copayment per prescription, \$12 for non-formulary drugs.
  16. Durable medical equipment. 80% coverage.
  17. Ambulance. 80% coverage for eligible expenses. (Air ambulance paid to ground ambulance coverage limit only, unless ordered "first response" or if air ambulance is the only medically acceptable means of transport).
  18. Lifetime maximum. Coverage under the State Health Plan is subject to a per-person lifetime maximum. The lifetime maximum is \$1,000,000 for coverage through the State Health Plan provider network, and \$500, 000 for coverage outside the provider network. The out-of-network maximum.

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

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

1. Develop Programs. The employer will develop and implement health promotion and health education programs, subject to the availability of resources. each Appointing Authority will develop a health promotion and a health education program consistent with the Department of Employee Relations policy. Upon request of any exclusive representative in an agency, the Appointing Authority shall meet and confer with the exclusive

representative and may include other interested exclusive representatives. Discussion topics shall include but are not limited to smoking cessation, weight loss, stress management, health education/self-care, and education on related benefits provided through the State Health Plan and HMO plans.

2. Health Plan Specifications. The Employer will require health plans participating in the Group Insurance Program to develop and implement health promotion and health education programs for State members and their dependents.
3. Faculty Member Participation. The Employer will assist faculty members' participation in health promotion and health education programs. Health promotion and health education programs that have been endorsed by the Employer (Department of Employee Relations) will be considered to be non-assigned job-related training pursuant to Administrative Procedure 21B. Approval for this training is at the discretion of the Appointing Authority and is contingent upon meeting staffing needs in the faculty member's absence and the availability of funds. Faculty members are eligible for release time, tuition reimbursement, or a prorata combination of both. Faculty members may be reimbursed for 75 percent of tuition or registration costs upon successful completion of the program. Any exception to the 75 percent amount must be approved by the Department of Employee Relations. Faculty members may be granted release time, including the travel time, in lieu of reimbursement.

#### Subd. 2. Faculty Member and Dependent Dental Coverage.

A. Coverage Options. Eligible faculty members may select coverage under any one of the dental plans offered by the Employer, including health maintenance organization plans, the State Dental Plan, or other dental plans. Coverage offered through health maintenance organization plans subject to change during the life of this Agreement upon action of the health maintenance organization and approval of the Employer after consultations with the Joint Labor/Management Committee on Health Plans. However, actuarial reductions in the level of HMO coverage effective during the term of this Agreement, including increases in copayments, require approval of the Joint Labor/Management Committee in Health Plans. Coverage offered through the State Dental Plan is determined by Section 6, Subd. 2., para B.

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

1. Deductible. An annual deductible of \$25 per person applies to State Dental Plan basic, special, and prosthetic coverage. The deductible must be satisfied before coverage begins.
2. Copayments. The State Dental Plan covers 80 percent of eligible expenses for diagnostic and preventive services, basic and special services, and orthodontics, and 50 percent of eligible expenses for prosthetics, except for:
  - (a) Expenses incurred before the deductible is satisfied, as described in Section 6, Subd. 2, para B.1.
  - (b) Expenses incurred after the annual maximum is reached, as described in Section 6, Subd. 2, para B.3.

3. Annual maximums, State Dental Plan coverage is subject to a \$1000 annual maximum of eligible expenses per person.
4. Covered services. The State Dental Plan covers allowable charges for the following eligible services subject to the co-payments and limits stated in Section 6. For all covered services, the usual customary, and reasonable charge is based on State Dental Plan dentists, The amount of an enrollee's obligation may be greater if the dentist does not participate in the State Dental Plan.
  - o Diagnostic and preventive services.
  - o Basic and special services.
  - o Prosthetics
  - o Orthodontics

Subd. 3. Faculty Member Life Coverage.

A. Basic Life and Accidental Death and Dismemberment Coverage. The Employer agrees to provide and pay for the following term life coverage and accidental death and dismemberment coverage for all faculty members eligible for a full for partial Employer Contribution, as described in Section 3.

| <u>Faculty Member's Annual Base Salary</u> | <u>Group Life Insurance Coverage</u> | <u>Accidental Death and Dismemberment Principal Sum</u> |
|--|--------------------------------------|---|
| 0 - 20,000                                 | 30,000                               | 30,000  |
| 20,001 - 30,000                            | 40,000                               | 40,000  |
| over 30,000                                | 50,000                               | 50,000  |

B. Extended Benefits. A faculty member who becomes totally disabled before age 70 shall be eligible for the extended benefit provisions of the life insurance policy until age 70. Current recipients of extended life insurance shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1983.

C. Faculty members in the bargaining unit who are appointed for three (3) credits or more per quarter shall receive \$5000 of state-paid life insurance while employed by the College.

Section 7. Optional Coverage. From July 1, 1989 through December 19, 1989 the optional coverage available will remain the same as on June 30, 1989. Effective December 20, 1989, the following optional insurance coverage may be purchases by faculty members eligible to participate in the Group Insurance Program:

Subd. 1. Life Coverage.

A. Faculty Member. A faculty member may purchase up to \$250,000 additional life insurance, in increments established by the Employer, subject to satisfactory evidence of insurability. A new faculty member may purchase up to \$10,000 in optional life coverage within sixty (60) days of hire without evidence of insurability.

B. Spouse. A faculty member may purchase life insurance coverage for his/her spouse, subject to satisfactory evidence of insurability. In order to purchase spouse coverage in excess of \$5000, the faculty member must carry equal or greater optional life coverage for his/herself. A new faculty member may purchase \$5000 in optional spouse life coverage within sixty (60) days of hire without evidence of insurability.

C. Children/Grandchildren. A faculty member may purchase life insurance of \$5000 for all eligible children/grandchildren (as defined in Section 2 of this Article. Child/grandchild coverage requires evidence of insurability if application is made after the first (60) days of employment. Child/grandchild coverage commences fourteen (14) days after birth.

D. Waiver of Premium. In the event a faculty member becomes totally disabled before age 70, there shall be a waiver of premium for all life insurance coverage that the faculty member had at the time of disability.

#### Subd. 2. Disability Coverage.

A. Short-term disability coverage. A faculty member may purchase short-term disability coverage that provides benefits of from \$300 to \$1500 per month, up to two-thirds of a faculty member's salary, for up to 180 days during total disability due to a non-occupational accident or a non-occupational sickness. Benefits are paid from the first day of disabling injury or from the eighth day of a disabling sickness.

B. Long-term disability coverage. When an eligible faculty member has elected to take the State's long-term disability coverage, the State shall contribute one-half of the premium or \$5.90 biweekly, whichever is less.

C. Accidental Death and Dismemberment Coverage. A faculty member may purchase accidental death and dismemberment coverage that provides principal sum benefits in amounts ranging from \$5,000 to \$100,000, subject to evidence of insurability for coverage purchased in excess of \$15,000. Payment is made only for accidental bodily injury or death and may vary, depending upon the extent of dismemberment. A faculty member may also purchase from \$5,000 to \$25,000 in coverage for his/ her spouse, but not in excess of the amount carried by the faculty member.

Section 8. Group Premium for Early Retirement. Faculty members who retire from State service prior to age sixty-five (65) with 10 years of credited pension service, and who are entitled at the time of retirement to receive an annuity under a state retirement program shall be eligible to continue to participate, at the faculty member's expense, in the group hospital, medical and dental benefits as set in forth M.S. 43A.27, Sub-division 3 at the State group premium rates.

Section 9. Health and Dental Premium Expense Account. Effective on or after January 1, 1988, the Employer agrees to provide insurance eligible faculty members with the option to pay for the employee portion of health and dental premiums on a pretax basis as permitted by law or regulation.

Section 10. Dependent Care Expense Account. Effective on or after January 1, 1989, the Employer agrees to provide insurance eligible faculty members with the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by law or regulation.

ARTICLE XVIII  
APPOINTMENTS, TRANSFERS, PROMOTIONS, AND SEPARATIONS

Section 1. Appointments. All appointments shall be made by the Employer via a standardized letter of appointment which includes the type of appointment, the length of the appointment (if not an Unlimited Full-time position) and the wages. The following types of appointments may be made:

A. Probationary. A faculty member must complete at least one (1) but no more than (2) year(s) on probationary status before becoming an unlimited faculty member. A probationary appointment is an appointment other than unlimited or temporary. Such an appointment means that the individual holding such status is being evaluated for purposes of determining whether or not unlimited status will be granted. A probationary appointee shall be provided an annual written evaluation which shall not be arbitrary or capricious; this evaluation shall serve as a basis for retention decisions except when a probationary appointment is terminated due to layoff. If the faculty member's performance during the first year of probation has been determined to be satisfactory, the faculty member will be granted unlimited status at the end of that academic year. A probationary appointment may be terminated at the end of the first year upon at least forty-five (45) days advance written notice. In individual cases where the College President believes that a faculty member's performance is unsatisfactory the President may extend the probationary period by one (1) additional academic year. Prior to the beginning of the second year, the President shall meet with the faculty member to discuss strengths and deficiencies and performance expectations identified in the first year's evaluation. A second year probation may be terminated at the end of the second year upon at least forty-five (45) days advance written notice. A probationary faculty member who completes the probationary appointment without receiving a termination notice or a notice extending the probationary period for the second year shall become an unlimited faculty member. No faculty member shall serve more than one probationary period in the Minnesota Community College System.

B. Provisional Unlimited Status. Faculty members hired after July 1, 1987, who do not meet minimum qualifications and who have satisfactorily completed probation shall be granted provisional unlimited status. Provisional unlimited status shall not exceed three years. The faculty member shall become Unlimited full time immediately upon satisfactory attainment of the minimum qualifications. Failure to meet minimum qualifications at the end of three years shall constitute just cause for immediate dismissal.

C. Unlimited Full-Time. An unlimited full-time faculty member is defined as a faculty member 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. To qualify for an unlimited full-time position, the faculty member must meet minimum qualifications and successfully complete probationary status.

D. Unlimited Part-Time. A part-time faculty member who meets minimum qualifications and has been employed for 36% to 80% of a full load for four consecutive years shall be placed on Unlimited Part-Time status. When a faculty member becomes Unlimited Part-Time, such faculty member shall receive a "designated assignment/assigned field". The assigned field/designated assignment of the new unlimited part-time faculty member shall correspond to the faculty member's major academic assignment.

The minimum percentage guaranteed in the unlimited part-time assignment shall be determined at the time of initial unlimited part-time appointment by averaging the percentage of assignments the faculty member has worked during the three (3) previous academic years including activity credits. Activity credits, however, will only be used in the determination of the minimum percentage guaranteed in the unlimited part-time appointment. Faculty members may not claim activity assignments. At the discretion of the administration, faculty members can be reassigned or laid off from activity assignments without cancellation of the assignment. A student activity assignment shall not be considered an assigned field/designated assignment. The minimum percentage guaranteed appointment will be based on the actual percentage calculated.

Assignments above the minimum unlimited percentage may be made. The level of minimum guaranteed assignments may be reviewed for possible increase at the request of either party. The review shall include the assignments held over the previous three years. In the event the administration projects a need for possible lay-off, an unlimited part-time faculty member may mutually agree to a reduction in the level of guaranteed employment in lieu of a lay-off notice.

Courses taught as a replacement for other faculty on Sabbatical Leave, other Leaves of Absence or "soft money" programs shall not be included in the calculation of eligibility for Unlimited Part-time. The definition of "soft money" may include teaching. However, a temporary part-time faculty member employed as such a replacement or on soft money will have such time count toward the eligibility requirements for Unlimited Part-time status if the faculty member serves the subsequent consecutive two years in unrestricted assignments. For purposes of eligibility, time worked as a replacement or on soft money shall be limited to a maximum of two years of service at 36%.

Temporary faculty who are employed and have claiming rights on July 1, 1987, shall either:

1. be converted to unlimited part-time if they meet minimum qualifications for their assigned field, or
2. If they do not meet minimum qualifications for their assigned field, shall continue to hold existing claiming rights based on having taught the course(s) for two years commencing January 9, 1988, or until they meet minimum qualifications, whichever comes first.



Unlimited part-time faculty members holding appointments at more than one community college campus who have conflicting work schedules must select which college's assignment he/she will meet and must resign his/her appointment from the other college if alternate arrangements which are acceptable to the college administration cannot be implemented. Unlimited Part-time faculty members except for being on Unlimited status shall accrue benefits like other part-time faculty members. Fringe benefits will be based on the minimum guaranteed appointment and will be annualized.

Unlimited part-time faculty who decline assignments as part of the minimum guaranteed percentage appointment or who refuse unlimited full-time positions which are offered at their college shall lose their unlimited part-time status. Unlimited part-time faculty who apply for vacant unlimited full-time positions at their college shall be covered by the provisions of Section 3, Subd. 4. of this Article.

Any references in this contract to unlimited faculty members shall include only probationary, unlimited full-time, and unlimited part-time faculty who had achieved unlimited part-time status prior to July 1, 1987, unless specifically noted otherwise.

E. Unlimited Special. If it is to the mutual advantage of the faculty member and the college, an Unlimited Full-Time faculty member's load may be reduced to a load between 50% and 80% of a full-time load for a quarter, two quarters, or one or more academic years. For purposes of this provision, a full-time load shall be defined as one quarter equals 15 credits and one year equals 45 credits. Such reduction must have the agreement of the faculty member, the College President, and the Local Association, and (the approval of) written notification must be submitted to the Chancellor and the State Association. The agreement relative to the reduction and the conditions under which the faculty member may or must return to full-time status shall be stated in writing at the time of the agreed reduction. Such Unlimited Special faculty member shall have each year of service count as a full year for purposes of seniority, step movement, and sabbatical leave. Other fringe benefits shall accrue to such faculty member in accordance with State regulations in effect at the time. A work assignment load reduction under this provision shall not be construed as a leave of absence under Article XIII.

F. Temporary Full-Time. A temporary full-time faculty member is defined as a faculty member with a full-time assignment for an academic year. Such employment terminates at the end of the stated appointment period and is to be used only when such position is clearly a temporary full-time position. A temporary full-time academic year appointment is to be used only under the following circumstances:

1. Replacement of a faculty member on leave; or
2. Position is funded by soft money.
3. When the college is unable to meet its affirmative action goals with available candidates and temporary appointment is needed during the continued search process (said appointment shall not exceed one year;)
4. When special circumstances exist and agreement is reached by the local Association Grievance Rep and the campus President

(said appointment shall not exceed one year.)

When a faculty member who has held a temporary full-time appointment for one (1) full academic year is rehired to an unlimited full-time position in the same assigned field, the faculty member shall receive an unlimited full-time appointment rather than a probationary appointment.

G. Temporary Part-Time. A temporary part-time faculty member is defined as a faculty member with a part-time assignment for extra weeks, a quarter, or a summer session. Such employment terminates at the end of the stated appointment period.

H. Hiring Practices. It shall be the normal practice to hire Unlimited full-time faculty members unless special circumstances, as identified in "F" above, suggest that this would not serve the best interest of the college.

The normal practice shall be to hire a full-time faculty member 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 faculty member. Exceptions to these provisions may be made only in the following situations:

1. A faculty member at the college who has received a layoff notice wishes to retrain for the position.
2. Some of these offerings were short courses or seminars of less than a quarter in duration and were not intended to be offered on an on-going basis as a part of the regular curriculum. After the credits generated by such courses have been excluded, if sufficient credits to offer a full-time position exist, such a position will be posted.
3. The course offerings in an occupational field require special expertise in more than one area, a search has been conducted, and no candidate has met the posted qualifications. In such case, an annual internal posting will be made within the Community College System.
4. When special circumstances exist and agreement is reached by the State Association President and the Chancellor or Chancellor's designee. Said agreement shall end at the end of each year unless renewed.

It shall also be normal practice to hire a minimum number of temporary part-time faculty members by combining their assignments to the maximum amount feasible.

Section 2. Evaluation. Faculty evaluation procedures shall be established by each of the colleges and shall be in compliance with the current Board Policy VI.07 Evaluation (7/10/86).

Section 3. Faculty Movement Between Colleges and Claiming Vacant Positions.

Subd. 1. Notification. Notice of full-time vacancies of at least one year 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 Chan-

cellor or designee shall distribute vacancy notices to the colleges for posting on the official bulletin board simultaneous with any external advertisements or postings. Copies shall also be sent to Local Faculty Association Chapter Presidents and State Association President or designee. No unlimited full-time position shall be offered until at least fourteen (14) calendar days have elapsed after posting at the college, except if an emergency has arisen and the Chancellor and the State Association President have mutually agreed to an exception.

Subd. 2. Claiming Vacant Positions.

A. Unlimited Full-Time. Current faculty members may claim vacant unlimited full-time positions for which they are qualified in the following order:

1. Faculty members who have been notified of layoff.
2. Unlimited faculty members in the order of seniority who are employed in an assigned field at a college in which a faculty member is on notice of layoff.

B. Unlimited Part-Time.

1. Unlimited part-time faculty members who have received notice of lay-off may claim vacant part-time assignments for which they are qualified, at the college from which they are laid-off, in seniority order.
2. Upon mutual agreement between the State Association and the System office, Unlimited Part-time faculty may be granted an unlimited full-time position at their college which includes their current part-time assignment.
3. Unlimited part-time faculty whose actual assignment exceeds 80% for 2 consecutive academic years shall be granted an unlimited full-time position at their college which includes their current part-time assignment if there are no eligible unlimited full-time faculty on layoff who claim the position.

Subd. 3. Claiming Vacant Position Procedure. Faculty members wishing to claim a vacant position must notify the Chancellor or designee of their intent to do so in accordance with the time-lines specified on the vacancy notice.

Subd. 4. Applying for Vacant Position. An Unlimited full-time or part-time faculty member who has not received a layoff notice and does not qualify to claim a vacancy under Subd. 3. and who is an applicant to fill an unlimited full-time vacancy shall be invited for an interview and shall be considered for filling the vacancy. Unlimited faculty who apply for vacant positions shall do so by letter to the Chancellor or Designee within the posted period. The Chancellor or Designee shall notify the college where the vacancy is posted of those unlimited faculty who must be provided with an interview. Notification to faculty who are not successful applicants shall be sent prior to the announcement of the name of the successful applicant.

Section 4. Exchange Status and Faculty Transfer.

Subd. 1. An exchange status of up to two years shall be granted to a faculty member, upon application by the faculty member and approval by

College Presidents, for the purpose of participating in an exchange program. This status may be granted to faculty members who have arranged to exchange positions within the Minnesota Community College System and to a faculty member 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 faculty member under the System's salary schedule, and all rights and privileges of that faculty member shall continue in effect during the exchange period. Faculty members who exchange positions 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.

Subd. 2. A full-time unlimited faculty member may apply for a temporary transfer to any temporary full-time position. Upon termination of the temporary position, the faculty member shall be returned to his/her previous position. The faculty member shall retain and accrue seniority at the college from which the temporary transfer took place.

Section 5. Change in Position Status. The Board reserves the right to offer to members of the bargaining unit, positions excluded from the bargaining unit. When administrative positions are advertised, notices of such vacancies shall be posted at each college simultaneous with any external advertisements or postings. No faculty member shall be required to accept such a position.

Faculty members 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 6. Layoffs. Layoffs of Unlimited faculty members may occur only when necessary for bona fide, good and sufficient reasons.

Subd. 1. If a layoff is contemplated by the college administration, the faculty member on the Unlimited Full-time seniority roster (including those granted Unlimited Part-time status, prior to June 30, 1987) who is 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 faculty member's service to the college will be terminated. The administration shall provide both the Association and the faculty member affected a written summary of the circumstances giving cause to the layoff and of the alternatives to layoff which have been considered.

Subd. 2. Unlimited part-time faculty members, except those referenced in Subd. 1. above, shall be notified in writing of impending lay-off by the 30th day of the quarter to be effective at the end of the subsequent two quarters and is subject to the EOY language contained in Article VI.

Subd. 3. Any unlimited faculty member referenced in Subd. 1. above who has received a written notice of layoff shall be granted up to three (3) quarters or the equivalent of paid release time for the purpose of retraining. If adequate retraining can be completed in less than three quarters, release time shall be granted only as needed. The arrangements

and schedules for each release time shall be subject to the mutual agreement of the faculty member and the college president.

Subd. 4. Layoffs shall be based on inverse seniority within the "assigned field/designated assignment" and a faculty member shall not be laid off if a less senior faculty member in the college holds a position for which the first faculty member has greater seniority.

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

Unlimited part-time faculty shall be laid off based on inverse seniority within the "assigned field/designated assignment" prior to any unlimited full-time faculty member, except those unlimited part-time faculty referenced in Subd. 1. above.

Subd. 5. 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.

Subd. 6. No layoffs shall be made if the college continues to employ unclassified part-time faculty members who are providing bargaining unit work in the faculty member's assigned field(s).

Subd. 7. For a period of 3 years a laid off unlimited full-time or unlimited part-time faculty member referenced in Subd. 1. above may claim any bargaining unit vacancy in any of the Minnesota Community Colleges for which she/he is qualified. For a period of two years a laid off unlimited part time faculty member may claim any part-time assignment at the college from which she/he is laid off and for which she/he is qualified. If more than one laid off faculty member claims a particular vacancy, the most senior shall receive the job.

Subd. 8. The Chancellor's designee shall notify all unlimited full-time or unlimited part-time laid off faculty members referenced in Subd. 1. above of all full-time vacancies within the system as soon as positions are open. The laid off faculty member who wishes to claim a vacancy must so notify the Chancellor's designee in accordance with reasonable time lines as established by the System. Once a faculty member on lay-off has claimed and been awarded a vacancy within the System, the claimed position may not be withdrawn.

Subd. 9. The laid off unlimited full-time or unlimited part-time faculty member referenced in Subd. 1. above shall file, with the Chancellor or designee, no later than the effective date of lay-off, a statement defining the locations and minimum percentage part-time position, within the Community College System, that would be accepted. Those laid off faculty members who have filed such statements shall be notified of all acceptable part-time vacancies for which they are qualified. The faculty member may reject such part-time offer with no penalty. If the faculty member claims the part-time position, the faculty member shall not forfeit any Unlimited faculty member rights, shall be considered to be on the layoff list, and shall be entitled to all rights of laid off faculty members.

Subd. 10. If a faculty member has claimed a position within the System as provided for in Section 3, Subd. 2 and Section 6, Subd. 7, above, and the faculty member's original position is re-instated, said faculty member shall have the first right to reclaim such position.

Subd. 11. The Minnesota Community College System shall provide upon request consultation on retraining and transfer for faculty members who have received layoff notice.

Subd. 12. A faculty member who has more than one "assigned field," may be by-passed for the purpose of lay-off, when she/he has adequate seniority in another assigned field(s) and sufficient work load is available in such field(s) to retain full-time employment. When this occurs, the faculty member may not be assigned to teach in the assigned field where the lay-off occurred until such time that the laid off faculty member has claimed another full-time unlimited position, had the lay-off rescinded, resigned, or had the 3 year claiming rights expire, whichever comes first. When the more senior faculty member has provided notification of intent to claim part-time vacancies pursuant to Section 6, Subd. 8. above, she/he shall be offered all available assignments for which she/he is qualified prior to the assignment of the less senior faculty member who was by-passed. If the more senior laid off faculty member rejects an offer to claim such assignments, the by-passed faculty member may be reassigned in that field(s). The by-passed faculty member shall not be eligible for re-training as provided in Section 6, Subd. 3. above. In the event it is later determined by the administration that a lay-off is needed in the by-passed faculty member's other assigned field(s) and that faculty member is given the layoff notice, any grievance appeal of such layoff shall be limited to the current circumstances in that assigned field.

Section 7. Resignation. An unlimited faculty member may automatically terminate employment by submitting two months written notice of resignation to the College President. Granting releases to faculty members at other times will be at the discretion of the Employer.

#### ARTICLE XIX SENIORITY AND ASSIGNED FIELDS

Section 1. Seniority Defined. Seniority of a faculty member shall be determined by figuring the total FTE length of continuous Probationary and Unlimited full-time or Unlimited part-time service in the faculty member's designated assignment/assigned field(s) since the faculty member's starting date in the designated assignment/assigned field. The starting date of a faculty member shall be the beginning of the quarter when a faculty member started Probationary/Unlimited Full-time or Unlimited part-time service in the designated assignment/assigned field in a Minnesota State Community College.

Subd. 1. Before July 1, 1987. When temporary faculty members become probationary or unlimited full-time or part-time faculty members, their seniority shall be calculated by including their service prior to the change in status in the following manner:

A. For faculty members who have been employed continuously (at least one quarter per academic year), their seniority shall include their total accumulated temporary service on a pro rata basis at the college.

B. For faculty members who have not been employed continuously, their seniority shall include their total accumulated service after July 1, 1974, on a pro rata basis at the college.

Subd. 2. After July 1, 1987. All faculty members granted unlimited part-time status shall have their seniority status maintained on a separate roster from unlimited full-time faculty.

Subd. 3. Calculation. Faculty members may request seniority recalculations within sixty (60) calendar days after distribution of the contract. The employer shall respond no later than sixty (60) calendar days after the deadline for submission by faculty members.

Subd. 4. Seniority and Assigned Fields. The assigned field of a faculty member shall become official when the field(s) appear(s) on the list maintained in the Chancellor's Office, a complete and accurate copy of this list shall be made available to the MCCFA upon request but not later than November 1st of the academic year. Upon initial hiring a written notice of the assigned field shall be sent to the faculty member and a written notice of any change in assigned field shall be sent to the faculty member. If subsequent to a faculty member's start of Unlimited service in the faculty member's initial assigned field, another assigned field is/was approved for such faculty member, the seniority in this assigned field shall start at the beginning of the quarter when such assigned field was approved.

Once an assigned field is approved and established for a faculty member, the faculty member continues to accumulate seniority in that field for as long as the faculty member remains as an Unlimited faculty member in the System, except when a faculty member accepts or transfers to a position at another college. A faculty member on lay-off who claims a vacancy at another college shall retain seniority only in the assigned field(s) of the vacancy claimed.

For purposes of seniority, all Minnesota Community Colleges shall be considered to have the same starting date for comparable quarters. Where two or more faculty members have the same seniority, their relative position shall be determined by using the following criteria in the order listed:

1. The faculty member with the greater total employment in the Minnesota Community College System, including temporary employment on a pro rata basis, shall have the greater seniority.
2. The faculty member with the higher number of graduate credits in the assigned field shall have the greater seniority.
3. If after consideration of 1, and 2, a tie still exists, the tie shall be broken by lot.

In relation to seniority in an assigned field at one campus, ties in seniority shall be broken at the time of employment. In relations to two

or more faculty members claiming a vacant position, ties in seniority shall be broken at the time of claiming.

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

A faculty member 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 faculty member's seniority at the new college shall be limited to the length of service in the faculty member's assigned field(s) at the college.

Section 2. Assigned Field(s) of Faculty Members. The original assigned field of instructors, or counselors, or librarians shall be the field for which the faculty member was hired as approved by the Chancellor or designee. Upon initial hiring, the college shall provide the faculty member with written notice of the assigned field. An additional assigned field(s) may be added, by the Chancellor or designee, under the following provisions:

Subd. 1. Initial Hire. As part of the original assigned field when the assignment is verified by the college to include at least six (6) credits per quarter for four quarters within the first two (2) academic years, the College President verifies that the assignment will continue, and the faculty member meets the criteria defined in Appendix B.

Subd. 2. Subsequent to Initial Hiring. As an additional assigned field when a faculty member has completed four quarters within two (2) consecutive academic years of at least six (6) credits each in the requested assigned field, the college president verifies that the assignment will continue, and the faculty member meets the criteria defined in Appendix B.

Subd. 3. A faculty member shall not be granted an initial or subsequent assigned field at a college if another faculty member is on notice of lay-off or on lay-off in that assigned field at the college.

ARTICLE XX  
MISCELLANEOUS RIGHTS OF FACULTY MEMBERS

Section 1. Textbooks. All textbooks and other teaching materials to be purchased by students shall be selected by the faculty member, except that a textbook authored by a faculty member 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 faculty member, making such requests, reports.

Section 2. Citizenship. Faculty members shall be entitled to full rights of citizenship and no outside religious or political activities of



any faculty member or the lack thereof, shall be the grounds for any discipline or discrimination with respect to the professional employment of such faculty member.

Section 3. Academic Rights. The faculty member shall have the right to freely discuss the faculty member's subject in teaching, to choose teaching methods consistent with available resources, to evaluate student performance, to select library and other educational materials consistent with available resources, and to research and publish.

Section 4. Faculty Member Work Rules. Each faculty member shall be given a copy of the Employer Work Rules and Regulations. Each rule or regulation shall include its effective date, cite its origin, and be presented in a uniform format and numbering system as prescribed by the Chancellor. Such format and numbering system shall include only rules and regulations affecting terms and conditions of employment. Each new or changed rule or regulation shall be distributed to faculty members upon adoption, with a notation as to the rule or regulation it replaces or changes. Faculty members shall not be held accountable for such rules and regulations until distribution to the faculty members has been made. A copy of each college's personnel directory shall be furnished to the State Association upon request.

Section 5. Confidentiality. Faculty members 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. Embarrassment. Discussions involving the Employer which concern a faculty member's performance on the job shall be held in a manner which will not embarrass the faculty member before other faculty members, students, or the public.

#### ARTICLE XXI MISCELLANEOUS PROVISIONS

Section 1. College Closing. If a college closes because the Commissioner of Employee Relations declares an emergency pursuant to M.S. 43A.05, Subd. 4, faculty members will not be required to make up the time lost during such closing, and such faculty members shall not lose salary or benefits as a result of such closing.

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

Section 3. Tuition Waiver at Minnesota Community Colleges.

Subd. 1. General Provisions. Faculty members holding unlimited Full-time or Part-time appointments (on a pro-rata basis) shall be entitled to

enrollment on a space available basis in courses at any Minnesota Community College without payment of tuition. Such enrollment shall not exceed eight (8) credits per academic quarter or summer session, nor a total of twenty-four (24) credits per year. In the event the faculty member does not exercise this right, the faculty member's spouse or dependents shall be eligible to take credits within the limits above, with waiver of tuition only. "Space available" shall be interpreted to allow the faculty member, spouse, or dependent to register for classes through the normal registration process. However, individuals enrolled in a class under this provision shall not be included in the class tally count used in determining maximum class size.

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

A. More than Eight Credits. When an eligible faculty member, spouse or dependent registers for more than eight credits, a full eight credits of tuition shall be waived.

B. Spouses. Two eligible faculty members who are spouses of each other shall have 16 credits of tuition waiver per quarter (48 per year) that they can apply however they decide between themselves and/or their dependents.

C. Dependents. Dependents shall be defined as a child (own, adopted, step-child, or legal ward) of up to 23 years of age. Proof of financial dependency is not required.

D. Fixed Station Labs. An eligible faculty member, spouse or dependent may register for a fixed station lab and cannot be "bumped out." However, the eligible faculty member, spouse or dependent is not guaranteed a station if the maximum number of lab stations are taken by tuition paying students. A faculty member, spouse or dependent shall be allowed to use the lab at other scheduled open times the same as other students, or other arrangements may be made with the instructor.

E. Drop/Add. An eligible faculty member, spouse and/or dependent in a fixed station lab course or any other course for which tuition is being waived may drop such lab or course within the normal time limits of the drop/add policy of the college and transfer the appropriate tuition waiver credits to another course(s) or lab(s), in accordance with the other provisions of this Article.

F. Community Service Classes. Community service classes shall not be eligible for tuition waiver under this contract provision.

G. Split Usage. The tuition waiver benefits may be split between an eligible faculty member, spouse and/or dependent in one quarter or a year as the faculty member chooses.

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

Section 5. Liability. The employer does not accept liability for personal property of faculty members stored or utilized on college property.

Section 6. Assignment of Unit Work to Excluded Unclassified Staff Members. Excluded unclassified staff members may be given assignments of the type that are normally given to faculty members. However, when this is done, the instructor, counselor, or librarian assignments shall not exceed 35% of the assignment. In the event of special circumstances an exception may be approved by the Chancellor and the State Association. No unlimited faculty member shall be displaced because of instructor, counselor, or librarian assignments to exclude 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 5, Department and Department Coordinators, Section 6, Occupational Program Coordinators and Section 8.A, Athletic Coordinators.)

Section 7. Physical Examinations. Physical examinations required by the Employer shall be paid for by the Employer.

Section 8. 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.

Section 9. Facilities and Equipment. The employer will make reasonable effort to provide each faculty member with sufficient equipment, facilities, support services, and secretarial services necessary for the faculty member to perform her/his assignment.

ARTICLE XXII  
WRITTEN REPRIMAND, SUSPENSION, DISMISSAL FOR CAUSE

Disciplinary action may be imposed upon a faculty member for just cause. Disciplinary action or measure shall include only the following:

1. Written reprimand
2. Suspension
3. Dismissal

A faculty member who is to be disciplined has the right to request and have the Association President or designee on the campus present when the disciplinary action is taken, except in cases in which a written reprimand is to be sent to a faculty member.

A faculty member who is to be disciplined has the right to request and have the Association President or designee on the campus present when the disciplinary action is taken, except in cases in which a written reprimand is to be sent to a faculty member.

Section 1. Written Reprimand. If a written reprimand is given to a faculty member it shall be done in a manner that will not embarrass the faculty member before the other faculty members, students, or the public. The faculty member shall be given the opportunity to respond to any written reprimand and the response shall be entered into the faculty member's

personnel record along with the reprimand. The faculty member shall be given a copy of any entry in the faculty member's personnel file and shall be permitted to insert a response thereto. Only such material as is entered in the faculty member's personnel file shall be used as evidence in any subsequent disciplinary action or hearing. If it is determined through the Grievance Procedure that a written reprimand was issued without just cause, such reprimand shall be removed from the faculty member's personnel file. Upon the written request of a faculty member, the contents of the personnel file shall be disclosed to the faculty member and/or the Association representative and/or legal counsel.

Section 2. Suspension. A faculty member may be suspended for up to fifteen (15) work days with or without pay for just cause. The faculty member shall be notified in writing of a proposed suspension, specifying the reasons.

Section 3. Dismissal for Cause. An Unlimited Faculty Member may be dismissed for just cause by the College President upon ten (10) calendar days advance written notice. The Reason for dismissal must be stated in the notice to the faculty member.

Section 4. Grievability. Disciplinary actions for just cause shall be subject to the Grievance Procedure. A faculty member dismissed for cause may initiate the grievance at Step II. If a faculty member fails to grieve a disciplinary action in a timely manner pursuant to Article XXIV, such faculty member is considered to have waived the right to appeal as provided in this Contract.

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

#### ARTICLE XXIII PERSONNEL FILES

Each college shall maintain at the college one (1) official personnel file for each faculty member. Such file shall contain personnel transactions, official correspondence with the faculty member, disciplinary actions, and other data relevant to the faculty member's performance of duties. Unsigned letters, unsigned statements, or unsigned evaluations shall not be placed in this file. Only those Minnesota Community System employees or agents or other persons specifically authorized and whose job responsibilities require it, by law, shall have access to a faculty member's personnel file. Access shall also be provided to the faculty member as the subject of the private data and to other persons after presentation to the college of written authorization from the faculty member.

A faculty member shall have the right to place such material in his/her personnel file which he/she determines has a bearing on the faculty mem-

ber's performance of his/her duties. Upon request of the faculty member, the college shall provide two (2) copies of the contents of the personnel file. Additional copies shall be provided at the cost of the faculty member.

Annually, any material which a faculty member requests be removed from his/her file shall, with the approval of the president, be removed. A faculty member shall upon request, have data removed from the file which is more than two (2) years old, with the following three exceptions:

- 1) that which is required to be kept by law;
- 2) written reprimands which shall be removed after three years provided that no further discipline has been taken against the faculty member during the interim;
- 3) written records of suspension which shall be removed after five (5) years provided that not further discipline has been taken against the faculty member in the interim.

#### ARTICLE XXIV GRIEVANCE PROCEDURE

Section 1. Complaints. A complaint is an informal claim by a faculty member, or group of faculty members in the bargaining unit or by the Local 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 faculty member in the bargaining unit either with or without the Association grievance representative on the campus may orally present and discuss a complaint on behalf of any faculty member or group of faculty members with the community college officer involved to whom the faculty member or group of faculty members is responsible, and it 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 a faculty member 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 affecting terms and conditions of employment in other than a uniform manner or other than in accord with the provision 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 a faculty member for participating in a grievance.

#### Section 4. Grievance Steps.

Step 1. If a complaint, which has gone through the Informal Procedure for Handling Complaints and has not been resolved at that level, falls within the definition of a grievance. 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 faculty member 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 faculty member involved is not on duty, the first day shall be deemed to be the first day of duty in the succeeding academic year. The written grievance signed by both the faculty member and the Association grievance representative on the campus in the individual faculty member 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 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 designee and the Association grievance representative on the campus. If no settlement is reached, the College President or 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 grievant is employed, shall begin at step 2 of the grievance procedure.

Step 2. If the grievance is not settled in Step 1 and the Association desires to appeal, it shall be referred by the State Association in writing to the Chancellor or 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 or designee 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 or designee and the State Association representative. If no settlement is reached, the Chancellor or designee 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 accordance with the foregoing procedure, the State Association may refer the grievance to arbitration within seven (7) working days after the answer of the Chancellor or designee in Step 2 by serving written notice of same to the Commissioner of Employee Relations with a copy to the Chancellor or designee.

Section 5. Arbitration Panel. The arbitration proceeding shall be conducted by an arbitrator to be selected by lot from a permanent panel of three (3) arbitrators. The members of the permanent panel shall be

selected by the following method: The State Association and the State Negotiator shall each submit a list of 3 arbitrators until agreement is reached on a permanent panel. Vacancies on the panel that arise during the term of this agreement shall be filled by mutual agreement or by each party submitting lists of three arbitrators, until a replacement is agreed upon.

Section 6. Arbitrators' Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Contract. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the State Association, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing the decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon the interpretation or application of the express terms of this Contract and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Association, and the faculty members.

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 7. 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 specific 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 specific 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 8. Evidence. There shall be no withholding of evidence or information within the knowledge of either party at any step of the proceedings.

ARTICLE XXV  
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.

It is understood by the parties that this Contract and any attached memoranda of agreement are the entire agreement and conclude negotiations for the 1989-91 biennium and that this contract must be submitted to the Minnesota Legislature for approval. 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.

ARTICLE XXVI  
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 XXVII  
SAVING 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 XXVIII  
TERM OF CONTRACT

This Contract shall be effective on the 1st day of July, 1989, subject to acceptance by the Minnesota State Legislature, and shall remain in full force and effect through the 30th day of June, 1989. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than October 1, 1990 or by October 1st of any succeeding year, that it desires to modify this contract. In the event that such notice is given, negotiations shall begin no later than November 1, of the year in which the notification is given. This Contract shall remain in full force and effect during the period of negotiations and until notice of termination of this Contract is provided to the other party in the manner set forth in the following paragraph.

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

In witness whereof, the parties hereto have set their hands this 7th day of November, 1989.

FOR THE STATE OF MINNESOTA/MINNESOTA  
STATE BOARD FOR COMMUNITY COLLEGES

Nina Rothchild  
Nina Rothchild, Commissioner  
Department of Employee Relations

Lance Teachworth  
Lance Teachworth  
State Labor Negotiator

Gerald W. Christenson  
Gerald Christenson, Chancellor  
MN Community College System

Carl Gerber  
Carl Gerber, Vice Chancellor  
MN Community College System

Bernardine Bryant  
Bernardine Bryant, Director of  
Employee Relations  
MN Community College System

FOR THE MINNESOTA COMMUNITY  
COLLEGE FACULTY ASSOCIATION

Jennings Simpson  
Jennings Simpson, President  
MN Community College Fac. Assoc.

Judith Whaley  
Judith Whaley  
Negotiator

Larry P. Oveson  
Larry Oveson  
Negotiator

Donald J. Maher  
Donald Maher  
Negotiator

Joann Cerar  
Joann Cerar  
Negotiator

William L. Newton  
William L. Newton  
Director of Labor Relations

## ARROWHEAD COMMUNITY COLLEGE REGION

### Memorandum of Agreement

WHEREAS the Minnesota State Board for Community Colleges has decided to consolidate the administrative structure of Hibbing Community College, Itasca Community College, Mesabi Community College, Rainy River Community College and Vermilion Community College into an entity titled Arrowhead Region, to be called Arrowhead Community College Region, with the five named campuses in order to maintain and increase the educational services to the citizens in the northeastern region of Minnesota;

The following contractual provisions apply only to the Arrowhead Region. Contractual provisions not cited below, shall be applied at the college level in the Arrowhead Region. Where applicable, the term College President shall mean Provost.

#### Article VI

1. Exchange of Views (E.O.V.) will continue at the college level for policies or decisions made at the college level.
2. E.O.V. will take place at the Regional level for policies and decisions made at the Regional level.
  - a. The Regional Association E.O.V. Committee will consist of two Association representatives from each college certified by the State Association.
  - b. The Administrative E.O.V. Committee will consist of the A.C.C.R. President, the five college Provosts and no more than four other representatives of the state certified by the Chancellor.
  - c. Regional E.O.V. meetings will rotate among the five colleges and the A.C.C.R. shall provide either transportation or mileage reimbursement for the Association representatives.
  - d. Regional E.O.V. meetings shall be held quarterly, or more often by mutual agreement.
  - e. All of the other provisions of Article VI concerning the E.O.V. process shall apply at both college and Regional level.

Article XII

The 7% (rounded up to the next whole number) guarantee of sabbatical leaves shall apply at the college level except that sabbatical leaves unused at the college level shall be made available to A.C.C.R. faculty members at the other A.C.C.R. colleges by seniority.

Article XVIII

A faculty member shall qualify for the right to claim vacant positions under Section 3., Subd. 2. at the A.C.C.R. level.

Article XXVI

1. The complaint and Step 1 stages of the grievance process shall be implemented at the college level for action or decisions made at the college level and at the A.C.C.R. level for actions or decisions made at the A.C.C.R. level. The employer shall clearly define where such actions or decisions are made.

2. Step 2 of the grievance procedure shall be processed for the employer by the Chancellor or designee.

APPENDIX A  
BARGAINING UNIT

The Bureau of Mediation Services, Case NO. 83-PR-1219-A recognizes the Association as the exclusive representative for all instructors, counselors, and librarians who meet the statutory definition of public employee except those:

- a. who teach one course for up to four (4) credits for one (1) quarter in a year;
- b. who teach only non-credit community service or community education courses;
- c. who are substitutes who work fewer than thirty-one (31) days while replacing an instructor, counselor or librarian already in the bargaining unit;
- d. who provide services for not more than two (2) consecutive quarters to the community college board under the terms of a professional or technical services contract as defined in M.S. 16.98; and
- e. all presidents, vice presidents, assistants to presidents, provosts, vice provosts, deans, assistant deans, associate deans, directors and assistant directors and all classified personnel and any other employees excluded by M.S. 179A.01-179A.25.

APPENDIX B  
QUALIFICATIONS FOR ADDITIONAL ASSIGNED FIELDS

The requirements which appear below constitute minimum qualifications required for an additional assigned field as provided in Article XIX, Section 2 of the Contract. All degrees and credits must be from graduate schools of recognized institutions of higher education.

Librarian

A Master's degree with a major in library science.

Audio-Visual Specialist

A Master's degree, with at least twenty-three graduate quarter credits in audio-visual education.

Instructor in Liberal Arts and Sciences

A Master's degree with at least twenty-three graduate quarter credits which would apply to a major in the assigned field.

Instructor of Specialized Courses in an Associate Degree Technical Program

A baccalaureate degree with a major in the area of the assigned field, plus any additional requirements by licensing bodies or other agencies which have been accepted by the State Board for Community Colleges, plus three years (6000 hours) of work experience directly related to the assignment or two years (4000 hours) of work experience if the instructor has a graduate degree with a major in the area of the assigned field.

Instructor in a Vocational Certificate Program

As stated in the Minnesota Plan for Vocational Education, except that the human relations training required of public school teachers shall not be required.

Counselor

A Master's degree in counseling.

Financial Aids Officer

A Master's degree with at least twenty-three graduate quarter credits from among the areas of counseling, psychology, or student personnel.

Placement Officer

A Master's degree with at least twenty-three graduate quarter credits from among the areas of counseling, vocational education, personnel psychology, personnel administration or student personnel.

( ) Specialist

A Master's degree with at least twenty-three graduate quarter credits appropriate to the specialty, as determined by the Chancellor or designee at the time the position is established.

APPENDIX C  
 LOW-COST HEALTH PLAN BY COUNTY-1990 INSURANCE YEAR

| <u>County</u> | <u>Low-Cost Health Plan</u>         | <u>County</u> | <u>Low-Cost Health Plan</u> |
|---------------|-------------------------------------|---------------|-----------------------------|
| Aitkin        | PHP                                 | Mahnomen      | State Health Plan           |
| Anoka         | Group Health                        | Marshall      | State Health Plan           |
| Becker        | State Health Plan                   | Martin        | State Health Plan           |
| Beltrami      | State Health Plan                   | Meeker        | PHP                         |
| Benton        | Central Minnesota Group Health Plan | Mille Lacs    | PHP                         |
|               |                                     | Morrison      | PHP                         |
| Big Stone     | State Health Plan                   | Mower         | State Health Plan           |
| Blue Earth    | State Health Plan                   | Murray        | State Health Plan           |
| Brown         | State Health Plan                   | Nicollet      | PHP                         |
| Carlton       | First Plan                          | Nobles        | MedCenters                  |
| Carver        | Group Health                        | Norman        | State Health Plan           |
| Cass          | State Health Plan                   | Olmsted       | State Health Plan           |
| Chippewa      | State Health Plan                   | Otter Tail    | State Health Plan           |
| Chisago       | Group Health                        | Pennington    | State Health Plan           |
| Clay          | State Health Plan                   | Pine          | PHP                         |
| Clearwater    | State Health Plan                   | Pipestone     | State Health Plan           |
| Cook          | State Health Plan                   | Polk          | State Health Plan           |
| Cottonwood    | State Health Plan                   | Pope          | PHP                         |
| Crow Wing     | State Health Plan                   | Ramsey        | Group Health                |
| Dakota        | Group Health                        | Red Lake      | State Health Plan           |
| Dodge         | State Health Plan                   | Redwood       | State Health Plan           |
| Douglas       | State Health Plan                   | Renville      | PHP                         |
| Fairbault     | State Health Plan                   | Rice          | State Health Plan           |
| Fillmore      | State Health Plan                   | Rock          | State Health Plan           |
| Freeborn      | State Health Plan                   | Roseau        | State Health Plan           |
| Goodhue       | MedCenters                          | St. Louis     | State Health Plan           |
| Grant         | PHP                                 | Scott         | Group Health                |
| Hennepin      | Group Health                        | Sherburne     | State Health Plan           |
| Houston       | State Health Plan                   | Sibley        | MedCenters                  |
| Hubbard       | State Health Plan                   | Stearns       | State Health Plan           |
| Isanti        | PHP                                 | Steele        | State Health Plan           |
| Itasca        | State Health Plan                   | Stevens       | State Health Plan           |
| Jackson       | MedCenters                          | Swift         | State Health Plan           |
| Kanabec       | PHP                                 | Todd          | PHP                         |
| Kandiyohi     | State Health Plan                   | Traverse      | State Health Plan           |
| Kittson       | State Health Plan                   | Wabasha       | MedCenters                  |
| Koochiching   | State Health Plan                   | Wadena        | State Health Plan           |
| LacQuiParle   | State Health Plan                   | Waseca        | State Health Plan           |
| Lake          | First Plan                          | Washington    | Group Health                |
| LakeofWoods   | State Health Plan                   | Watonwan      | State Health Plan           |
| Le Sueur      | PHP                                 | Wilkin        | State Health Plan           |
| Lincoln       | State Health Plan                   | Winona        | State Health Plan           |
| Lyon          | State Health Plan                   | Wright        | MedCenters                  |
| McLeod        | MedCenters                          | Yellow Med.   | State Health Plan           |



MINNESOTA  
COMMUNITY  
COLLEGES

Office of the Chancellor  
203 Capitol Square Building  
550 Cedar Street  
St. Paul, Minnesota 55101  
612/296-3990

July 11, 1989

Jennings Simpson, President  
MCCFA  
165 Western Avenue - Blair Arcade  
St. Paul, MN 55101

Dear Mr. Simpson:

This is to confirm the understanding between the parties that internship supervision, occupational program coordination, and competency based education coordination constitute job assignments that fall within the faculty bargaining unit currently represented by the MCCFA. As such, if employees excluded from the bargaining unit perform those assignments, such employees are subject to all of the provisions of Article XXII, Section 6 of the 1987-89 contract including the maximum limit of performing bargaining unit work of 35% of their full-time equivalent assignments.

It is also agreed by the parties that the above understanding is subject to the application of the provisions of Article 10, Section 6 Occupational Program Coordinators and Section 1, Subd 10 Intern Supervision.

The parties further agree that nothing herein is intended to limit a community college from employing excluded administrators to serve as Directors, on more than a 35% time basis, of programs such as but not limited to Nursing, Dental Hygiene, or LPN.

Sincerely,

Lance Teachworth  
Labor Relations  
DOER

LT:bd

cc: Bernadine Bryant  
Director, Labor Relations  
Minnesota Community College System



State of Minnesota

**DEPARTMENT OF EMPLOYEE RELATIONS**

3rd Floor

520 Lafayette Road, St. Paul, MN 55155 • 612 296-2616

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July 28, 1989

Jennings Simpson, President  
MCCFA  
165 Western Avenue  
St. Paul, Minnesota 55102

Dear Mr. Simpson:

This is to confirm our mutual understanding that counselors fall within the faculty bargaining unit as presently certified by the Bureau of Mediation Services and referenced in Article 1 of the current Bargaining Agreement.

If unclassified employees excluded from the unit perform duties which require counselor minimum qualifications as provided in the Agreement, such employees are subject to the provisions of Article 22, Section 6 of the 1987-89 Agreement (Article 21, Section 6 of the 1989-91 Agreement).

The MCCFA and the State of Minnesota agree to meet and confer, upon request of either party, to discuss and resolve any disputes regarding inclusion/exclusion from the bargaining unit. Unresolved disputes may be referred to the Bureau of Mediation Services for disposition.

Sincerely,

Lance Teachworth  
State Labor Negotiator

cc: Bernadine Bryant





MINNESOTA  
COMMUNITY  
COLLEGES

Office of the Chancellor  
203 Capitol Square Building  
550 Cedar Street  
St. Paul, Minnesota 55101  
612/296-3990

July 21, 1989

Jenning Simpson, President  
MCCFA  
165 Western Avenue - Blair Arcade  
St. Paul, MN 55101

Dear Mr. Simpson:

This is to advise you that the Minnesota Community College System will adopt a System Leave Request Form for use at all the Community College sites. It is our intention to have this form developed within several months from the date of execution of the faculty contract.

Please feel free to contact me if you have any questions regarding this matter.

Sincerely,

  
Bernardine Bryant  
Director of Employee Relations

BB:bd

cc: Neil Christenson  
Lance Teachworth

August 2, 1989

Mr. Lance Teachworth, Deputy Commissioner  
Department of Employee Relations  
520 Lafayette Road, 3rd Floor  
St. Paul, Minnesota 55155

Dear Mr. Teachworth:

This letter confirms our understanding regarding the designation of the low cost carriers for Rice County. You have agreed that for insurance year 1990, the State Health Plan (SHP) will be designated low cost carrier for Rice County despite your initial position that Group Health, Inc. qualified as low cost carrier because of its affiliated clinics in Northfield.

However, we agree that in situations such as Faribault, the SHP's viability requires that we exert leverage for clinics to sign a standard Blue Plus provider agreement. In the interest of providing such leverage, we agree that if the Faribault Clinic does not sign a standard Blue Plus agreement for the 1991 insurance year, they would become non-network providers in 1991. We are willing to work with you to encourage Faribault-based employees assistance in these efforts, as appropriate.

We agree that this approach may be appropriate in a limited number of additional locations where a targeted clinic is unwilling to sign a standard Blue Plus agreement, and where alternative providers exist within an acceptable (although less desirable) distance. Depending on individual clinics' reactions, such locations may include Lake City/Wabasha, Winona/LaCrosse, and Montevideo/Granite Falls.

Sincerely,

Jennings Simpson  
President, MCCFA

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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.*

Form Approved  
O.M.B. No. 1220-0001  
Approval Expires 1/31/90

DECEMBER 28, 1989

6/91

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

PREVIOUS AGREEMENT EXPIRED  
JUNE 30, 1989

Respondent:

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

Minnesota State Bd For Community Colleges Faculty WITH EDUCATION ASSOCIATION; NATIONAL 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 or 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  
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 2,100 full and part time faculty
2. Number and location of establishments covered by agreement see attached 18 campus, 3 Extension Centers
3. Product, service, or type of business Community College
4. If your agreement has been extended, indicate new expiration date 06/30/91

Brian Ecker Management Analyst

612-297-3379

Your Name and Position

Area Code/Telephone Number

MN COMM CLG SYSTEM OFFICE  
CAPITOL SQUARE RM 203  
550 CEDAR STREET  
ST PAUL MN

f the Cancellor

City/State/ZIP Code

55101