

ARTICLE 10

WORK YEAR AND WORK WEEK

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

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

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

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

Subd. 2. Instructors who are on Special Assignment or Librarians.

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

Subd. 3. Counselors.

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

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

Section 2. Holidays.

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

Subd. 2. The college administration and the faculty president at each college may agree to observe Veterans Day on a different day than the actual holiday. The State MSCF may also agree to allow classes to be held or flexible days to be scheduled on the two days normally scheduled for State MSCF activities.

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

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

- A. All credit and non-credit offerings shall maintain academic integrity as determined by Carnegie units or by another measure agreed to by the faculty and administration.

Article 10

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

Section 4. Summer Assignments.

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

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

continuation in or completion of the program. In addition, the parties recognize that there may be circumstances where certain days within a summer session may not be counted toward the 39-day limit. The exclusion of such days shall require mutual agreement between the local MSCF chapter grievance representative and the local administration.

Two (2) summer sessions shall be considered the equivalent of one (1) academic year semester. It is understood that a faculty member may be offered the equivalent of nine (9) credits or two (2) courses, whichever is greater, per summer in one (1) or over both sessions in rotation order, subject to the overload provisions in Article 13, Section 19. The administration, after consultation with the faculty members in each credential field, shall determine course offerings for summer session.

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

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

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

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

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

- A. Unlimited full-time faculty members who hold the credential field and have held assignments in the credential field within the past two (2) academic years, on a rotation basis, by credential field, with those with the most continuous service in each credential

Article 10

field receiving first choice, except where faculty members have already established a rotation basis for each credential field. Probationary faculty, as defined in Article 2, are included at this step in the rotation order.

- B. If no unlimited full-time faculty member qualified under paragraph A. above accepts the assignment, unlimited full-time faculty with multiple credential fields who hold another credential field and have held assignments in that credential field within the past two (2) years, on a rotation basis, with those with the most continuous service in each credential field receiving first chance, subject to conditions of Subd. 3. above.
- C. If no unlimited full-time faculty member qualified under paragraphs A. and B. above accepts the assignment, unlimited full-time faculty who hold the credential field and have not held assignments in the credential field within the past two (2) years, on a rotation basis, with those with the most continuous service in each credential field receiving first chance, subject to conditions of Subd. 3. above.
- D. If no unlimited full-time faculty member qualified under paragraphs A., B. and C. above accepts the assignments, unlimited part-time faculty who hold the credential field, on a rotation basis, with those with the most continuous service in each credential field receiving first chance, subject to conditions of Subd. 3. above. Probationary faculty, as defined in Article 2, are included at this step in the rotation order.
- E. If assignments are offered in an area for which no current unlimited faculty hold the credential field, then the assignments shall be offered on a rotation basis to the unlimited faculty members who have held assignments in that credential field in the previous two (2) years. The initial rotation list will be established by calculating the total FTE in that credential field which has been assigned to the faculty member within the previous two (2) years.
- F. Other applicants are last in the rotation order. No assignments of other applicants shall be made if currently employed qualified "unlimited" faculty members have indicated their willingness to accept the assignment.

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

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

3. A faculty member who is offered a course/section under this provision shall make his/her decision to accept or decline within three (3) days of being offered the course/section.
- B. Course(s)/section(s) added after the end of the academic year but prior to the beginning of summer session are not subject to rotation. This includes course(s)/section(s) that start on dates that do not coincide with the official beginning of the summer session.
 - C. The college shall make a good faith effort to contact those faculty members on the summer rotation list who are not fully loaded and offer them the available course(s)/section(s). Faculty members offered such course(s)/section(s) shall make their decision to accept or decline within forty-eight (48) hours from the time an offer is made. The parties agree that contact by e-mail (either work or other location provided by the faculty member) shall constitute a good faith effort.
 - D. The parties agree that a college may, in the interest of time, contact all eligible faculty members on the summer rotation list and offer the additional course/section. The additional course/section will be given to the faculty member who responds within the time limitations and is highest on the summer rotation list. A faculty member who does not respond within the time limits outlined in A3. and C. above will be treated as if s/he declined the offered course/section.

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

Section 5. Extra Days.

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

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

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

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

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

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

Section 6. Alternate Calendars.

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

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

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