

Temporary Part-time Faculty Member. A “temporary part-time faculty member” is defined as a faculty member with a part-time assignment of five (5) or more credits in a semester or a summer session.

Unlimited Full-time Faculty Member. An “unlimited full-time faculty member” is defined as a faculty member with a full-time assignment for an academic year that carries the assumption that such employment will continue on a full-time basis in subsequent years.

Unlimited Part-time Faculty Member. An “unlimited part-time faculty member” is defined as a faculty member with a Part-time assignment between forty percent (40%) and eighty percent (80%) for an academic year that carries the assumption that such employment will continue on a part-time basis in subsequent years.

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

ARTICLE 3 NO STRIKE OR LOCKOUT

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

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

ARTICLE 4 MSCF PAYROLL AND DEDUCTIONS

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

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

Article 4

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

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

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

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

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

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

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

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

Section 5. Indemnity. The MSCF agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer by a faculty member as a result of any action taken or not taken in accordance with the provisions of Sections 3, 4, and 6 of this Article.

Section 6. Faculty Member Lists. The system office shall notify the MSCF president or designee of all faculty members added to or removed from the bi-weekly payroll. The bi-weekly personnel status report shall be transmitted to the MSCF president or designee no later than one (1) week following the end of the payroll period. When no such personnel transactions have taken place, the report shall so state.

A copy of each college's personnel directory shall be furnished to the MSCF upon request.

ARTICLE 5 NON-DISCRIMINATION

Section 1. Equal Applications. The provisions of this Contract shall be applied equally to all faculty members in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age, physical disability, reliance on public assistance, sex, marital status, political affiliation, sexual orientation or any other class or group distinction, as provided by state or federal anti-discrimination laws. The parties are committed to ensuring an educational and employment environment free of harassment and violence of any kind.

Section 2. Employer Responsibility. The Employer accepts its responsibility to ensure equal opportunity in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, physical disability, reliance on public assistance, sex, unless sex is a bona fide occupational qualification, marital status, political affiliation, sexual preference or any other class or group distinction. The Employer will not interfere with the rights of faculty members to become or not to become members of the MSCF, and there shall be no discrimination or interference, restraint or coercion by the Employer, or any Employer representative, against any faculty member because of MSCF membership, non-membership or any faculty member acting in an official capacity on behalf of the MSCF which is in accordance with the provisions of this Contract.

Section 3. Jurisdiction. The parties recognize that jurisdiction for the enforcement of the provisions of Section 1, above, is vested solely in various state and federal agencies and the courts, and therefore, complaints regarding such matters shall not be subject to the grievance procedure in this Contract.

ARTICLE 6 MANAGEMENT RIGHTS

Section 1. Inherent Managerial Rights. The MSCF recognizes that the Employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policies as the functions and programs of the Employer; its overall budget; utilization of technology; the organizational structure; and selection, direction and number of personnel.