

ARTICLE 2 DEFINITIONS

Adjunct Faculty Member. “Adjunct Faculty Members” are faculty who work fewer than five (5) credits in a term. Such faculty do not accrue seniority and are not probationary.

Administration. “Administration” shall mean the Chancellor, college president and/or his/her designees.

Chancellor. “Chancellor” shall refer to the Chancellor of the Minnesota State Colleges & Universities.

College. “College” means an administrative unit that is the appointing authority administering a campus or campuses and all associated off campus locations (satellites, centers, etc.) and related personnel.

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

Credential Field. “Credential field” shall mean the assigned field, credential field or licensed field for which the faculty member was hired. The granting of which indicated that the faculty member meets the minimum qualifications required by the Board of Trustees Policy.

Customized Training. “Customized Training” is defined as: all non-credit instruction with an occupational/professional focus offered to the general public, or all credit and/or non-credit instruction offered via contract to a specific customer.

Customized Training Faculty. “Customized Training Faculty” are those faculty who deliver instruction as defined in Customized Training above for no more than 925 hours in a fiscal year. Customized Training Faculty do not accrue seniority and are not probationary.

Days. “Days” means calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.

Dependent. “Dependent,” for all purposes except tuition waiver under Article 24, shall mean spouse, unmarried eligible children, and unmarried eligible grandchildren as defined in Article 19, Section 2, Subd. 3 of this Contract. For Tuition-waiver purposes, “dependent” is defined in Article 24, Section 3, Subd. 4.C.

Duty Day. “Duty Day” shall mean a day included in the college calendar, or individual faculty member’s assignment, on which a faculty member engages in duties as assigned by the administration.

Elapsed Time. “Elapsed time” shall be defined as the time period between the start of the faculty member’s first assignment and the end of the faculty member’s last assignment on any day.

Employee(s), Faculty, and Faculty Member. “Employee” or “Faculty Member” shall mean a member of the appropriate unit as described in this contract. “Employees” or “Faculty” shall mean all members of the appropriate unit as described in the Contract.

Employer. “Employer” shall mean the Minnesota State Colleges & Universities (Minnesota State) Board of Trustees or its designees.

Grievance. A “grievance” is defined as a written dispute or disagreement raised by a faculty member, an MSCF Chapter, or the State MSCF involving the Employer’s interpretation or application of the provisions of this Contract. An informal complaint is not a grievance.

Grievance Form. Grievances as defined above shall be processed on a uniform “grievance form” provided by MSCF or the Employer.

Grievant. “Grievant” shall be any faculty member, or a group of faculty members within the MSCF bargaining unit who file a grievance.

Immediate Family. The “immediate family” shall mean: spouse, parents, parents of spouse, guardian, children, grandchildren, brothers, sisters, grandparents or wards of the faculty member or of the faculty member’s spouse.

Meet and Confer. “Meet and Confer” shall mean the exchange of views and concerns between Minnesota State and the state MSCF, or the college president and the MSCF Chapter leadership according to the applicable provisions of P.E.L.R.A.

Meet and Negotiate. “Meet and Negotiate” means the performance of the mutual obligations of public employers and the exclusive representatives of public employees to meet at reasonable times, including where possible meeting in advance of the budget making process, with the good faith intent of entering into a Contract on terms and conditions of employment. This obligation does not compel either party to agree to a proposal or to make a concession.

Minimum Guarantee. “Minimum guarantee” means the amount of work that an unlimited part-time faculty member is guaranteed for the academic year. It is not the amount of work that an unlimited part-time faculty member may actually work during an academic year.

Minnesota State Board of Trustees. “Minnesota State Board of Trustees”, “Board of Trustees”, or “Board” shall mean the Board of Trustees for the Minnesota State Colleges & Universities.

MSCF. “MSCF” (Minnesota State College Faculty) shall mean the exclusive representative of all faculty who are included in the bargaining unit.

MSCF Chapter. “MSCF Chapter” shall mean the chapter at one or more technical, community, or consolidated college(s) of the Minnesota State Colleges & Universities. As used in this Contract, “MSCF Chapter” shall mean the MSCF Chapter president or designee.

Article 2

P.E.L.R.A. “P.E.L.R.A” shall mean the Minnesota Public Employment Labor Relations Act of 1971, as amended.

Permanent Work Location. A faculty member’s “permanent work location” is the campus/site at which the majority of the faculty member’s work assignment exists at the time of hire. At the time of hire if the work assignment is split equally, the employee shall designate his/her permanent work location.

President. “President” shall refer to the presidents of each college of the Minnesota State Colleges & Universities.

Presidential Designee. Whenever allowed by this Contract, the use of a “designee” by the President shall in no way abrogate the responsibility and accountability of the President for the decision made by the designee.

Probationary Faculty Member. A “probationary faculty member” is an unlimited full-time or unlimited part-time faculty member who has not completed the required probationary period in accordance with Article 20, Sections 2 and 3.

Program. “Program” shall mean a grouping of courses for which a degree, diploma, or certificate is awarded.

Qualified. “Qualified” refers to members of the MSCF bargaining unit who meet the prescribed minimum qualification of their credential field.

Replacement Representative. The State MSCF may designate an additional representative or a “replacement representative” at any point in the grievance process. Whenever possible, the State MSCF will notify the affected campus administrators and Chancellor or designee of the additional replacement representative in a timely manner that will not interrupt processing of the grievance.

Representation. A faculty member or group of faculty members will be represented by MSCF in the grievance procedure including arbitration.

Sabbatical Tie Breaker. For breaking a tie “greatest system-wide seniority” shall mean the date of unlimited status plus all temporary service on an FTE basis and minus unpaid leave of absence on an FTE basis.

Site. A “site” is defined as an off campus location such as a Native American reservation, a correctional facility, or a location mutually agreed upon for community-based programs such as Farm Business Management and Small Business Management.

Student Credits. “Student credits” are defined as the number credits for which students are enrolled.

Temporary Full-time Faculty Member. A “temporary full-time faculty member” is defined as a faculty member who has been hired for a full-time assignment for an academic year.

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

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

Unlimited Part-time Faculty Member. An “unlimited part-time faculty member” is defined as a faculty member with a Part-time assignment between forty 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.