purposes, a pre-existing condition is defined as any disability that is caused by, or results from, any injury, sickness or pregnancy that occurred, was diagnosed, or for which medical care was received during the period of leave or layoff. In addition, any pre-existing condition limitations that would have been in effect under the policy but for the discontinuance of coverage shall continue to apply as provided in the policy.

The limitations set forth above do not apply to leaves that qualify under the Family Medical Leave Act (FMLA).

ARTICLE 20
APPOINTMENTS AND CREDENTIAL FIELDS

Section 1. Appointments. All appointments shall be made by the college via a letter of appointment which includes the type of appointment, the length of appointment (if not an unlimited position), the faculty member’s address, State of Minnesota employee identification number, and the wages. The college shall provide the MSCF with a copy of this letter of appointment. In the case of adjunct and temporary part-time faculty, a letter of appointment will be used which includes information regarding the managerial right to cancel some or all of the temporary appointment in order to fulfill the contractual obligations to unlimited full-time and unlimited part-time faculty.

Subd. 1. Types of Appointments. The following types of appointments may be made: unlimited full-time, unlimited part-time, temporary full-time, and temporary part-time, and adjunct.

Subd. 2. Posting of Vacancies. The college president or designee shall simultaneously distribute both full-time and part-time vacancy notices to all campus/sites for posting on the official bulletin board prior to any external advertisements or postings. Copies shall also be sent to the MSCF designee. No position shall be filled until at least ten (10) days have elapsed after posting the notification.

Section 2. Unlimited Full-time. 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. To qualify for unlimited full-time status, the faculty member must meet minimum qualifications for the credential field and successfully complete probationary status. All unlimited full-time positions must be posted with an approved credential field. When a credential field does not exist, the Co-chairs of the Joint Committee on Credential Fields shall be notified prior to the creation of the temporary minimum qualifications.

No faculty member shall serve more than one (1) probationary period in the MSCF bargaining unit except when the faculty member has separated for more than five (5) years. An unlimited full-time faculty member who is rehired into an unlimited position after being separated for more than five (5) years may be required to serve a one (1) year probationary period upon rehire. Time spent on layoff or recall shall not count as being separated.
**Article 20**

**Subd. 1. Probationary Status.** A faculty member must complete three (3) years (six (6) semesters) of probationary status before becoming an unlimited full-time faculty member. A probationary 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 faculty member who successfully completes the probationary appointment period shall become an unlimited full-time faculty member.

**Subd. 2. Non-Renewal.** Probationary faculty members who are non-renewed shall be notified of the non-renewal by written notice, as defined in Article 2, no later than one (1) month prior to the end of the sixth (6th) probationary semester. Probationary faculty members who receive a non-renewal, complete their sixth (6th) semester, and are rehired into an unlimited position have fulfilled their probationary period. Faculty members rehired after five (5) years may have a one (1) year probationary period imposed pursuant to Section 2. above.

There shall be no employment rights for layoff or recall for probationary faculty members. The non-renewal of a probationary faculty member is not subject to the grievance procedures, outlined in Article 27.

**Subd. 3. 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 fifty percent (50%) and eighty percent (80%) of a full-time load for a semester, two (2) semesters or one (1) or more academic years. For purposes of this provision, a full-time load shall be defined in accordance with the workload provisions of this Contract. Such reduction must have the agreement of the faculty member and the college president. Written notification of the agreement must be submitted to the system office and the MSCF. 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 the Contract provisions in effect at the time. Faculty members who are eligible under M.S. 354.66, 354A.094 or 354B.31 Part-time Teacher programs may elect to participate if participation is at no additional cost to the Employer. A work assignment load reduction under this provision shall not be construed as a leave of absence under Article 15.

**Section 3. Unlimited Part-time.** 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. To qualify for unlimited part-time status, the faculty member must meet minimum qualifications for the credential field and successfully complete the probationary period. All unlimited part-time positions must be posted with an approved credential field.

98
No faculty member shall serve more than one (1) probationary period in the MSCF bargaining unit except when the faculty member has separated for more than five (5) years. An unlimited part-time faculty member who is rehired into an unlimited position after being separated for more than five (5) years may be required to serve a one (1) year probationary period upon rehire. Time spent on layoff or recall shall not count as being separated.

**Subd. 1. Level of Minimum Guarantee.** The minimum percentage guaranteed of an unlimited part-time position shall be established when the position is posted or be the level of employment during the previous academic year when a temporary part-time faculty member is granted unlimited part-time status. Assignments above the minimum guarantee may be made. Unlimited part-time faculty members will be offered up to eighty percent (80%) when assignments are available. Fringe benefits will be based on the minimum guaranteed appointment or actual academic year workload, whichever is greater and will be annualized.

An unlimited part-time faculty member holding appointments at more than one state college who has conflicting work schedules must select which college's assignment s/he will meet and must resign the appointment from the other college if alternative arrangements which are acceptable to the college administration cannot be implemented. Unlimited part-time faculty who decline assignments as part of the minimum guaranteed percentage appointment or who refuse unlimited full-time positions that are offered at their college shall lose their unlimited part-time status.

**Subd. 2. Probationary Status.** A faculty member must complete six (6) semesters of probationary status before becoming an unlimited part-time faculty member. A probationary 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 faculty member who successfully completes the probationary appointment shall become an unlimited part-time faculty member.

**Subd. 3. Non-Renewal.** Probationary faculty members who are non-renewed shall be notified of the non-renewal by written notice, as defined in Article 2, no later than one (1) month prior to the end of the sixth (6th) probationary semester. Probationary faculty members who receive a non-renewal, complete their sixth (6th) semester, and are rehired into an unlimited position have fulfilled their probationary period. Faculty members rehired after five (5) years may have a one (1) year probationary period imposed pursuant to Section 3. above.

There shall be no employment rights for layoff or recall for probationary faculty members. The non-renewal of a probationary faculty is not subject to the grievance procedures, outlined in Article 27.

**Subd. 4. Conversion from Unlimited and Probationary Part-time to Unlimited and Probationary Full-time.** Upon mutual agreement between the MSCF and the college president, a current unlimited Part-time faculty member may be granted an unlimited full-time position at his/her college that includes his/her current unlimited part-time assignment. Faculty
members serving their probationary period may also convert as long as the minimum qualifications for the credential field(s) are fully met at the time of conversion. At the time of conversion the remaining probationary period from the probationary unlimited part-time appointment will transfer to the probationary unlimited full-time appointment.

**Subd. 5. Automatic Rollover from Unlimited Part-time to Unlimited Full-time.** Unlimited part-time faculty whose actual assignments exceed eighty percent (80%) for two (2) consecutive academic years shall be converted to unlimited full-time status at their college if there are no eligible unlimited full-time faculty members on layoff who claim the position. Assignments for replacement of other faculty on sabbatical leave or assignments paid from soft money will not qualify as actual assignments for purposes of automatic conversion to unlimited full-time. Such assignments shall be identified at the time the assignments are made.

**Section 4. Temporary Full-time.** 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. A temporary full-time faculty member must meet the minimum qualifications for the credential field of the position. Such employment terminates at the end of the stated appointment. When the length of the temporary full-time position is known to be more than one year, the posting shall indicate the number of years. The typical duration of the posted position will be one (1) academic year, but a temporary full-time appointment may be continued for up to five (5) years without posting in the interim if no unlimited full-time faculty member is on layoff. Notwithstanding the provisions contained in Article 22, Section 10, Subd. 2, faculty who transfer to a temporary full-time position posted for more than one year shall be granted the position for the number of years contained in the posting.

When a faculty member who has held a temporary full-time appointment for three (3) full academic years is rehired to an unlimited full-time position in the same established credential field, the faculty member shall receive an unlimited full-time appointment rather than a probationary appointment. If a faculty member who holds a temporary full-time appointment for six (6) or more years at a college requests unlimited status, s/he shall be granted such status if agreed to by the college president. If a faculty member who holds a non-grant funded temporary full-time appointment for six (6) consecutive years at a college requests unlimited status, he/she shall be granted such status.

**Section 5. Temporary Part-time.** 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 more than three (3) credits in a summer session. Such employment terminates at the end of the stated appointment period except as provided in Article 25 of this Contract. Temporary part-time faculty members will be hired in accordance with Minnesota State policies and procedures.

**Subd. 1. Overload Assignments for Temporary Part-time.** A temporary part-time faculty member shall not be assigned overload unless the assignment is made in an emergency situation.
**Subd. 2. Full-time Assignment of Temporary Part-time Faculty.** A temporary part-time faculty member shall not be assigned a full load (30 or 32 credits as appropriate) at the same college unless s/he meets the minimum qualifications for the credential field(s). If a temporary part-time faculty member is assigned a full load, the faculty member shall be converted to temporary full-time in accordance with the following:

A. The conversion shall be made without the position being posted.

B. The conversion shall occur when the faculty member begins working either the 30th or 32nd credit.

C. The conversion shall not be retroactive for the purposes of insurance eligibility or sabbatical leave eligibility.

**Subd. 3. Changing Converted Temporary Full-time to Unlimited Full-time.** If a temporary part-time faculty member is converted to temporary full-time for six consecutive years at the same college, the faculty member shall be changed to unlimited full-time effective the next fall semester.

**Section 6. Adjunct Faculty Member.** An adjunct faculty member is defined as a faculty member with a part-time assignment of fewer than five (5) credits for a semester or three (3) or fewer credits in a summer session. Such employment terminates at the end of the stated appointment period except as provided in Article 25 of this Contract.

**Section 7. Hiring Practices.** The Employer will insure that the system employs no less than seventy percent (70%) of the total FTE MSCF bargaining unit ten (10) faculty as unlimited full-time faculty headcount FTE plus unlimited part-time faculty minimum guarantee FTE that each state college employs no less than sixty percent (60%) of the total FTE MSCF bargaining unit ten (10) faculty as unlimited full-time faculty headcount FTE plus unlimited Part-time faculty minimum guarantee FTE as calculated below.

**Subd. 1. Calculation of UFT Positions Needed.** The basis for calculating the number of unlimited full-time faculty positions required at each college will be as follows:

A. No later than February 15 of each year, the Employer shall provide the MSCF with a report of total MSCF bargaining unit employment at all technical colleges, community colleges and comprehensive community colleges for the current year. This report will include all credit assignments, including overload during the academic year, activity credits, and fifty percent (50%) of the concurrent enrollment, provided by full-time and part-time faculty regardless of bargaining unit eligibility. It shall include all persons who are paid wages by the college or system regardless of funding source.

B. Summer assignments, extra days and customized training (credit and non-credit) provided by customized training faculty members as defined in Article 28, awards for excellence and miscellaneous wages as defined in Article 13, Sections 5 and 10, respectively, shall not be included in this calculation.
C. The work that is done by temporary faculty members who are hired as replacements for sabbatical leaves and for MSCF release time shall be subtracted from the total at each college.

D. The hiring practices requirement of seventy percent (70%) state-wide and sixty percent (60%) at each college shall be established by multiplying the total MSCF employment as described above times 0.70 and 0.60 and rounded to the nearest whole number. If the rounding down causes the percentage to go below seventy percent (70%) and sixty percent (60%), the number will be rounded up.

Subd. 2. Verification of Rosters. The unlimited full-time and unlimited part-time faculty rosters as of February 15 shall include all instructors, counselors and librarians. No later than March 15 of each year, the system office and the MSCF shall jointly produce an analysis of the unlimited full-time headcount FTE plus unlimited part-time minimum guarantee FTE of MSCF faculty employed at each technical college, community college and consolidated community college for the current academic year. The analysis will examine each college. Customized Training faculty members as defined in Article 28 shall not be included in this analysis.

A. Faculty who have been terminated for cause or have been non-renewed as of February 15 shall be subtracted from the total. Any faculty member who is on an unpaid leave of absence to serve as a Minnesota State administrator for more than three (3) years shall also be subtracted from the total.

The difference between the number of unlimited full-time headcount FTE plus part-time unlimited minimum guarantee FTE faculty currently employed at each college as of February 15 and respective of deletions indicated above and the number needed to insure seventy percent (70%) and sixty percent (60%) as established in Subd. 1, paragraphs A and B above shall be the minimum number posted and hired. The posting of the required number of unlimited full-time positions needed to be in compliance with the hiring practices above shall occur no later than March 31, to allow for filling at the start of the next academic year. It is the intent of this section to provide compliance by the beginning of the next academic year. The system office and the MSCF will meet no later than May 1 to assure that the number of positions posted will bring the colleges into compliance.

Class size increases may not be used to alter the ratio of unlimited full-time faculty to temporary part-time faculty.

Colleges with a higher percentage of unlimited full-time headcount FTE plus unlimited part-time minimum guarantee FTE faculty than the sixty percent (60%) referenced above may not use the percentage of faculty as a reason to issue layoff notices.

When special circumstances exist and agreement is reached between the MSCF and the Chancellor, terms of this subdivision may be waived or altered.
Section 8. Faculty Credential Fields (Assigned Fields, License Fields and new and/or modified Credential Fields).

Subd. 1. Establishing A Credential Field. The credential field of instructors, counselors, or librarians shall be the field for which the faculty member was hired as approved by the college president. This credential field must correspond to the majority of the assignments held. Upon initial hiring a written notice of the credential field shall be sent to the faculty member and MSCF and a written notice of any change in credential field shall be sent to the faculty member and MSCF. A student activity assignment shall not be considered an assigned field. The faculty member shall file official copies of required transcripts to comply with the credentialing process in accordance with Board Policy 3.32. College Faculty Credentialing. The evaluation of those credentials shall be provided to the faculty member and to the MSCF.

An additional credential field(s) shall be added, by the college president, under the following provisions:

A. Designation of a Credential Field(s) Upon Initial Hire. As part of the original credential field when the assignment is verified by the college to include at least six (6) credits per semester for two (2) semesters within the first two (2) academic years, the college president verifies that the assignment will continue, and the faculty member meets the system established minimum qualifications for the credential field.

B. Adding an Assigned Field(s) Subsequent to Unlimited Status. Adding an additional assigned field occurs when an unlimited full-time or unlimited part-time faculty member has completed assignments of at least four (4) credits per semester in the requested assigned field, for two (2) semesters within two (2) consecutive academic years, the college president verifies that the assignment will continue, and the faculty member meets system established minimum qualifications for the assigned field.

C. Adding a License Field(s) Subsequent to Unlimited Status. Adding an additional license field occurs when an unlimited full-time or unlimited part-time faculty meets system established minimum qualifications for the license field and is reassigned into the new license field area.

D. Layoff Prohibition. A faculty member shall not be granted an initial or subsequent credential field at a college if another faculty member is on notice of layoff or on layoff in that credential field at the college.

Subd. 2. Joint Committee on Credential Fields. A joint committee composed equally of faculty members appointed by the MSCF and administrators appointed by the Chancellor shall continue to make recommendations on credential fields and minimum hiring qualifications to the Chancellor. When the joint committee and the system office have reached agreement on a credential field and the minimum qualifications, the Employer will maintain the current
Article 20 and Article 21

qualifications and provide a copy to the MSCF. The Employer will also maintain a current listing of faculty who hold each credential field and will provide a copy to the MSCF. The current listing of credential fields and the minimum qualifications are available on the Employer’s website and at the college’s human resources office.

Section 9. Changes in Credential Field(s). If the system office modifies the faculty member’s credential field(s) in such a way that the faculty member must retrain, the Employer will bear all costs including release time for the retraining.

ARTICLE 21
SENIORITY

All faculty members including probationary who are listed on the unlimited full-time and unlimited part-time seniority rosters published in November 2001 shall continue their seniority as previously established. Faculty hired after November 2001 shall have their seniority determined in accordance with Section 1 below.

For purposes of seniority, all Minnesota state colleges shall be considered to have the same starting date for comparable semesters. The semester starting date shall be the earliest date published each year for each semester at a Minnesota state college as the first work date for the faculty. When a faculty member’s first employment date is prior to the starting date, the extra days worked shall be reflected on the seniority roster and may be used if necessary in the tie breaking process. When a faculty member’s first employment date is later than the common date, the actual starting date will be the starting date.

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 credential field(s) since the faculty member’s starting date in the credential field. The starting date of a faculty member’s seniority shall be the beginning of the term when a faculty member started probationary/unlimited full-time or probationary/unlimited part-time service. Seniority shall accrue in each credential field held by the faculty member.

Faculty members appointed as Minnesota State administrators may be granted a leave of absence of up to a maximum of thirty-six (36) cumulative months and continue to accrue seniority during such thirty-six (36) cumulative month period. Each administrator who remains in a Minnesota State administrative position(s) after thirty-six (36) cumulative months shall be removed from the seniority roster. In the event that the administrator is rehired into the MSCF bargaining unit, the administrator shall have his/her seniority reinstated for all time actually served as a faculty member. For purposes of this section, working a day or more in a month shall count as one month.

The procedures for the establishment, posting and appeal of the seniority lists are described below:

Section 2. Site Defined. A “site” is defined as an off campus location where one or more unlimited full-time faculty members are assigned as their primary work site. For purposes of definition within this section the current sites are Native American reservations, correctional