



Minnesota State College Faculty The GREEN SHEET

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Introducing Paul Germscheid, MSCF's newest staff member

Hello everyone! I am excited to have been selected to join the very experienced Bill Newton as your newest MSCF staff person.

Since becoming full-time with MSCF in May, I have been busy learning about the strength of your contract through working with Bill, with the MSCF officers, with the bargaining team, and with a few members. I am eager to learn more about how things work on all your campuses and to get to know more of you.

My background in education and advocacy should help make that learning easier. Prior to starting with MSCF, I spent 12 years as a high school science teacher and local union leader, seven years as a professional staff person at the University of Minnesota, and two years as a K-12 field staff person with Education Minnesota in the St. Cloud office.

Through those positions I have gained experience in curriculum development, instructional pedagogy,



Paul Germscheid
*Higher Education
Field Staff*

work rules and scheduling, shared decision making, negotiations, mediation, grievance processing, membership recruitment, political action, insurance plan design, education finance, retirement issues, PELRA, unionism, and many other areas. I look forward to utilizing this experience to help you at each of your campuses.

In the past, field staff were assigned specific campuses. While the exact plan is still in development, Bill and I will focus on issues not on locations and service all campuses. This will help me learn the system more quickly and, hopefully, get you help faster.

To get further down the road in my learning, I hope that the local leaders at each campus will invite me to one of their fall meetings. Again, I am very eager to visit your campuses, to meet your leaders and members, to learn about how things work at your campus, and to help you solve those problems you encounter.

Highlights of the 2005 legislative session

The Higher Education Omnibus bill, which was signed by the governor on May 26, 2005, provides funding for the Minnesota State Colleges and Universities, the University of Minnesota, and the Higher Education Services Office (HESO).

Appropriations:

- Increase of \$107.5 million for FY 2006-07 - \$53 million in the first year (FY06) and \$54.5 million

in the second year (FY07) for a total of \$107.5 million.

- \$12 million fenced for competitive salaries.
- Language on funding recurring enrollment adjustment, Minnesota Online, nurses, teachers, farm and small business management, and underserved populations with appropriation; however, no specific

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2005 legislative session highlights

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dollars were fenced for these initiatives.

- \$10 million fenced for centers of excellence:
 - Board must designate 3-8 centers.
 - Specifies criteria for selecting a center, including capacity to build recognition, expand influence, improve employment and earnings of graduates, partnerships between two- and four-year institutions, comprehensive plans, and commitments from area employers.

HESO:

- Must study the for-profit postsecondary education sector licensed or registered in Minnesota.
- \$400,000 for accountability system:
 - Must report to the legislature by Jan. 15, 2006, on implementing a process to measure and report on the effectiveness of postsecondary institutions in the state.

Rochester:

- Committee is composed of 11 members, one of which is a trustee of MnSCU.
- Committee is to consider specifically whether the expansion of the University of Minnesota in Rochester is the most appropriate method of meeting the region's needs.

Language Changes:

- Enrollment Adjustment - The enrollment adjustment was eliminated, and a task force was created to recommend new funding models for higher education. Lawmakers did not repeal the old funding model until 2007.
- Technical and Consolidated Technical Colleges - Provides an option for technical colleges to offer either a certificate or a degree in a program.

Health and Human Services:

- Transfers \$125,000 the first year and \$200,000 the second year from the state government special revenue fund to the health professional education loan forgiveness program account for loan forgiveness for nurses under Minnesota Statutes, section 144.1501.

E-12 Education:

- Rigorous Course of Study – Exempts a student who satisfactorily completes a PSEO course or program from the academic standard that corresponds to that course or program.
- CLEP (College-Level Examination Program) – Requires MnSCU and encourages the University of Minnesota and private institutions to award college credit to high school students who receive a satisfactory score on a CLEP exam. Directs the commissioner of finance, in consultation with MnSCU, to set a passing score for college credit.
- Reading Strategies – Requires teacher preparation programs to include research-based best practices in reading that enable the licensure candidate to teach reading in the candidate's content field.

***Check the MSCF Web site
(<http://mscf.educationminnesota.org>)
for more details and a summary of the
2005 regular session***

- PSEO – Directs MnSCU and the University of Minnesota to award postsecondary credit for successfully completed courses in a program certified by the National Alliance of Concurrent Enrollment Partnerships.
- College Preparation Standards – Directs the Higher Education Advisory Council (HEAC) to convene a working group to develop standards describing the knowledge and skills a high school graduate must have at entry into postsecondary education in order to successfully graduate from college. HESO is to staff this working group.

Look for the House and Senate Capital Investment and Higher Education committees to start touring the campus bonding projects later this summer and fall. Stay turned for more information as dates firm up.

—Rick Nelson, Co-chair
MSCF Legislative Steering Committee



Don't know much about... *Post retirement health care savings accounts*



The following article is the third in a series clarifying issues around which there was much confusion in the negotiations surveys. The previous two articles dealt with the economics of the last round of bargaining and with insurance bargaining for state employees (May 2005 Green Sheet).

What is the health care savings plan?

The health care savings plan is an employer-sponsored program that allows employees to save money into an account to pay medical expenses and/or health insurance premiums after termination of public service.

Employees choose from seven different investment options provided by the State Board of Investment. Assets in the account will accumulate tax-free, and since payouts are used for medical expenses, they will remain tax-free.

Who chooses how contributions will be made to the health care savings plan?

All employees in our bargaining unit are subject to the negotiated contribution according to the IRS rules for the benefit.

What type of contributions can be made to the plan to receive the favorable tax treatment?

- **Employer Contributions:** For example, an employer could elect to put a specific dollar amount into employees' accounts or set aside a percentage of employees' salaries into the accounts.
- **Mandatory Employee Contributions:** For example, a portion of the next salary increase could be required to be set aside in a plan.
- **Severance Pay:** For example, many public employers pay unused vacation or sick leave as severance pay at the time of termination. All or a portion of the severance pay may be required to be put into the plan. Currently, the MSCF contract specifies that 50 percent of the unused sick leave buyout money goes into the account.

"Under the health care savings plan, amounts contributed are tax-free and no taxes are paid (later) on amounts to pay health and dental insurance premiums and to cover out-of-pocket medical expenses."

How will I benefit from the plan?

The health care savings plan allows employees to set aside money to cover the ever-increasing costs of health insurance and medical expenses after termination of public service. While deferred compensation plans or retirement accounts provide a tax-deferred benefit, amounts paid out are considered taxable income. Under the health care savings plan, amounts contributed are tax-free and no taxes are paid on amounts to pay health and dental insurance premiums and to cover out-of-pocket medical expenses.

This tax advantage could result in significant savings to you and your family. For example, let's say you are eligible for \$5,000 in severance. If paid in cash, after subtracting federal, state, and FICA (social security and Medicare) taxes, the net amount of the payment would be approximately \$3,000. If that same amount was transferred into your health care savings plan, the entire amount of \$5,000 would be available to provide health care coverage. (A typical MSCF sick leave buyout is about \$27,000.)

What if I die before my account is exhausted?

The employee's spouse and dependents continue to use the account for health care reimbursements and the reimbursements remain tax-free. If the employee has no spouse or dependents, the designated beneficiary will continue to submit receipts for healthcare expenses. However, at this point, the reimbursements become taxable income.

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Need-to-know provisions of

With more than 300 new faculty hires during the hiring season, we need to personally welcome the new faculty, encourage them to become new members, and take the time to help them understand the provisions of the labor agreement. I encourage every reader to join the MSCF leadership and staff in this endeavor. I believe the most important assistance for your new colleagues is to revisit excerpts from the August 2004 *Green Sheet* article developed last year for the membership campaign.

Payroll and deductions— Article 4, page 21

Payroll. Unlimited (tenured) full-time, temporary full-time and unlimited (tenured) part-time faculty will be paid every other week and can choose to receive the base annual salary spread out over 20 or 26 paychecks.

Temporary part-time faculty will be paid every other week during the semester of the assignments.

Payroll Deductions. Faculty members may have union dues deducted from paychecks. Faculty members may also have pre-tax health/dental/dependent care expenses and other pre-tax parking and transit expenses deducted from paychecks. All faculty members will have the mandated pension deductions from paychecks. All new faculty must make an irrevocable, once in a career choice of contributing to the Minnesota Teacher's Retirement Association (TRA) pension plan, a defined benefit retirement fund, or the Individual Retirement Association Plan (IRAP), a defined contribution retirement fund. The IRAP plan is totally portable.

Work assignments— Article 11, page 34

Assignments for All Teaching Faculty. The elapsed time for all assignments made by the administration will not exceed a daily average of six hours per week. Elapsed time is calculated by counting the number of hours per day from the beginning of the first assignment to the end of the last assignment (including drive time to/from off campus assignments), adding the total hours together, and dividing by five days.

Both independent study assignments and internship

supervision assignments require payment according to contractual formulae. Contact your chapter grievance representative whenever these assignments are given to you to assure compliance.

Contractually Speaking
By William L. Newton



Teaching Faculty in the Former MCCFA Bargaining Unit. The maximum credits per academic year that may be assigned is 30. The maximum student contact hours per academic year that may be assigned is 40. The number of preparations of three credits or more that may be assigned is six. Any assignment that exceeds these maximums is considered overload and must be compensated and agreed to by the faculty member. Class schedules require consultation with the faculty member. Class size limits have been locally agreed to and faculty members are not allowed to accept additional students in any class that has reached the maximum. Each faculty member is required to post and maintain five office hours or a pro ration thereof to assist students.

Teaching Faculty in the Former UTCE Bargaining Unit. The maximum credits per academic year that may be assigned is 32. The maximum weekly student contact hours that may be assigned is 27. Any assignment that exceeds these maximums is considered overload and must be compensated and agreed to by the faculty member. Class schedules shall be developed collaboratively between the administration and the faculty member. Travel time between campuses or sites, if required on the same day, shall be counted as student contact time according to the contractual calculation. Travel time to other campuses or sites, if required on alternate days, shall be compensated by mileage reimbursement in accordance with the expense Article of the Contract.

Salary schedule placement— Article 13, page 52

Initial Column Placement. The salary schedule has five columns that are labeled I, II, III, IV, and V.

of the labor contract

Placement on the columns is based on the educational background a faculty member brings to his/her employment. Official transcripts must be provided to the employer for verification. An official transcript is defined as one that is presented in a sealed envelope from the college or university.

Column I is for faculty members who do not possess the educational background to be placed on any other column.

To be placed on Column II a faculty member must either hold any Bachelor's degree or have completed 120 undergraduate semester credits.

There are three different ways to be placed on Column III. The first way is to hold a Master's degree in the credential field(s) for which the faculty member was employed to teach. The second way is to hold any Master's degree with a minimum of 15 graduate semester credits in the credential field(s) for which the faculty member was employed to teach. The third way is to hold any Bachelor's degree with a minimum of 24 graduate semester credits for which the faculty member was employed to teach.

To be placed on Column IV a faculty member must hold a Master's degree or a Doctorate degree with a minimum of 30 graduate semester credits including those within the degree in the credential field for which the faculty member was employed to teach.

To be placed on Column V a faculty member must hold a Master's degree or a Doctorate degree with a minimum of 45 graduate semester credits including those within the degree in the credential field for which the faculty member was employed to teach or a Doctorate degree in the credential field.

Initial Step Placement. The initial step placement is granted by the college that hires a new faculty member. Step placement is designed to provide a higher starting salary for having previous relevant work experience. All teaching experience at the secondary or collegiate level is granted one for one experience for initial placement. Other previous work experience will also be granted if the work is deemed to be relevant to the teaching area for which the faculty member is employed. There are

limits in the amount of previous experience that will be granted for each column (13 for I, 11 for II, nine for III, eight for IV, and seven for V). The college may request permission to grant more experience than the limit if the faculty member has more experience. Such approval comes from both the Office of the Chancellor and the State MSCF union.

Salary Placement Challenges. The placement on the salary schedule must be challenged within 30 days of receipt of official notice. Both the step (interpretation of prior experience) and the column (interpretation of educational background) can be challenged if a factual or judgment error is made or if additional documentation can be provided to alter the original placement.

Paid leaves of absence— Article 14, page 62

Sick Leave. Each new full-time faculty member is granted 20 days of paid sick leave during the first year of employment. This allocation of days is to cover the first two years. An additional allocation of 10 days per year will be granted starting with the third year and each year thereafter. Sick leave may be taken by contacting the designated college official in a timely manner and by filing the proper form upon return to the college. Sick leave may be taken in full or half day increments and may be used for the care of other members of the family.

Personal Leave. Faculty are entitled to two personal leave days per year. The days, if not used, are accumulated up to 10 days. When faculty have more than three days accumulated, they may use up to three days in a semester without prior approval. The reason for absence should not be given on the form. "Personal" is all that needs to be reported.

Insurance programs— Article 19, page 80

The employer offers group health, dental, life and disability programs.

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Need-to-know contract items

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Temporary full-time faculty members, unlimited full-time faculty members, unlimited part-time faculty members and temporary part-time faculty members who have taught at least six credits for two consecutive semesters are eligible to participate in the insurance programs.

Temporary full-time faculty members, unlimited full-time faculty members, unlimited part-time faculty members and eligible temporary part-time faculty members who teach 12 or more credits in a semester qualify for the full employer contribution toward monthly premiums. The full employer contribution varies with each insurance program.

Eligible temporary part-time faculty members (teach six credits per semester) qualify for the part-time employer contribution toward monthly premiums. The part-time employer contribution is 50 percent of the full cost.

Appointments & seniority— Article 20, page 102; Article 21, page 108

Faculty members are hired into unlimited (tenured) full-time, unlimited (tenured) part-time, temporary full-time, temporary part-time, and adjunct positions. Each faculty member must serve a three-year probationary period to be granted tenure if hired into an unlimited position. By Contract, each faculty member must meet the minimum qualifications for the position hired into except temporary part-time and adjunct. By Board of Trustees policy, each temporary part-time faculty member must meet minimum qualifications also.

Miscellaneous rights— Article 23, page 122

Teaching Materials. Each faculty member selects his/her own textbooks and teaching materials to be purchased by the students.

Academic Freedom. Each faculty member is afforded the full freedom, within the law, of inquiry, teaching, and research.

Grievance procedure— Article 27, page 130

Each faculty member is guaranteed the right to process a grievance ending in binding arbitration when the administration violates the provisions contained in the Contract. It is very important to notify the MSCF grievance representative within 25 working days of any time you think the Contract has not been followed. It is also very important for you to read and learn the provisions provided by the Contract.

Work year— Article 10, page 29

Full-time faculty members are required to work 171 days. The faculty member must, unless absent for approved reasons, work on the scheduled administrative duty days and the student class and test days. The remaining days are self-assigned by the faculty member for purposes of faculty development/professional preparation. The academic year calendar has no classes scheduled on the state holidays or on the two days the MSCF reserves for union activities in mid-October. Part-time faculty are responsible for a pro-rata portion of the administrative duty days.

Professional development— Article 17, page 74; Article 24, page 125

College Level Funds. Each college must allocate \$250 per full-time equivalent faculty member for professional development to the chapter union committee. All faculty members have access to these funds. The chapter develops guidelines for application, assesses each application, and grants the amount of funds to the individual faculty members.

Tuition Waiver. Unlimited (including probationary), temporary full-time faculty members, and temporary part-time faculty members who teach 12 or more credits in a semester are eligible for tuition waiver at any MnSCU institution. This includes all community colleges, technical colleges, consolidated colleges and State Universities.

Post retirement health care savings accounts

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How will my assets be invested?

Your money will be invested in the Money market, an interest bearing account, until you designate otherwise. You will be able to choose among seven different investment options. You may change your investment selections once per month. You can contribute to as many of the seven available investments as you wish.

What is the cost?

The administrative fees to administer the plan are deducted from your account. You will be charged 0.15 percent of your account balance each quarter (0.60 percent per year). For exam-

ple, if you have an account value of \$10,000, \$15 per quarter will be deducted from your account. The maximum annual fee charged on an account will be \$140 or \$35 per quarter. All fees are subject to change.

At what point am I eligible to begin receiving amounts to cover medical insurance or expenses?

You are eligible to draw from your account under any of the following circumstances:

- If you leave employment
- If you retire
- If you are collecting a disability benefit from one of the public pension plans
- If you are on a medical leave (six months or longer)
- If you are on a leave of absence (one year or longer)

How are reimbursements from the health care savings plan treated for tax purposes?

Reimbursements paid from the health care savings plan to cover health insurance and medical expenses will never be taxed. No income tax withholding or reporting is required.

However, it is important that you understand that this money can only be used to offset health care costs or the cost of health insurance and at no time can be accessed for other purposes.

To get answers to frequently asked questions:

Please refer to the MSRS web site at www.msrs.state.mn.us. The Q&A and other helpful information is behind the "Health Care" button.



An affiliate of Education Minnesota

The GREEN SHEET

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An affiliate of the National Education Association and American Federation of Teachers

MSCF faculty awarded grants

Twice a year, the MnSCU Center for Teaching and Learning (CTL) solicits proposals from faculty who wish to organize and chair a system wide, discipline-based faculty development workshop. The following MSCF faculty have been awarded CTL grants:

Richard Jewell and Anthony Collins (Inver Hills CC) are working with Randall McClure (Minnesota State University-Mankato) to plan the workshop for writing and literature faculty. "Writing and Literature: Teaching New Audiences and Each Other" will be held at Inver Hills Community College on October 28-29.

Rekha Ganaganur and Wendy Naughton (Minneapolis CTC) are working with Lakshmaiah Sreerama (St. Cloud State University) to plan the workshop for chemistry faculty. "Green Chemistry: Innovative Developments and Implementation in Chemistry Curriculum" will be held at Minneapolis Community and Technical College on October 14-15.

Patty Wheeler-Andrews (Anoka Ramsey-Coon Rapids) is working with Kathy Wellington (Metropolitan State University) and Jim Wilmesmeier (St. Cloud State University) to plan the workshop for Developmental Education faculty. "If Not Now, If Not Us: Research, Resources, and Responsibilities" will be held at Ruttger's Conference Center, Deerwood, on October 6-7.

Change...the constant in our lives

—By Larry Oveson, *MSCF President*



As I begin to write this, I am saddened by the death of John Shabatura. John was the leader of the Labor Relations Division at the Office of the Chancellor. At the time of his hire a few years ago, the unions in MnSCU were in constant battle with management on all levels. John, through the power of his humanity, his spectacularly bright mind, and his consistent adherence to telling the truth and being fair, turned that situation around.

We see the influence of John's principles and philosophy in his employees and in ourselves. He has taught some of us how important it is to listen to our hearts as well as our minds when we deal with one another.

John has something to teach us about dealing with change, as well. Never one to embrace change for its own sake, he nevertheless understood that we work in a field where change is a fundamental condition. Your bargaining team is dealing with that as we negotiate your employment contract every two years.

This summer we have addressed some changes in how our counselors will apportion their time and get done all of the duties and functions it takes to offer a broad range of effective and efficient counseling services to our students. The team has agreed to join with

MnSCU in convening a task force to examine technical instructor workload, a project that we strongly feel will lead to some changes in how that group and their supervisors view the terms and conditions of their status as college faculty. Another task force will inform itself on the needs of faculty who teach online courses, even to the point of asking whether or not faculty who teach 100 per cent online should access a different set of terms and conditions and benefits than do the rest of us.

At a greater distance from us are some national conversations that are setting the stage for changes in the foundations of higher education. An example is reflected in an article in the July/August 2005 edition of *Change* magazine. The article titled, "Credit Hour: Counting What Counts," by Jane Wellman relates the history (brief as it is) of the college credit as a measure of academic progress and accomplishment. Wellman suggests

that the credit hour might have been a fair representation of these things when seat time was thought to be more tightly related to mastery of a topic or skill or idea, but when it became a measure of business functions of institutions (faculty load and cost of instruction per student, for example) its value began to erode.

Wellman suggests that the idea of a "credit hour" would have more meaning if changed to something like "credit unit," which in her argument would begin to break the link between learning and time.

In my opinion, the base for this was set when we systematically broke all of our courses down into outcomes and objectives. In doing so, we implicitly recognized the possibility of breaking the courses themselves into fragments (remember, the notion of a discreet

course within a discipline is only 120 years or so old) and the further potential of offering students access to specific outcomes rather than just to the entire set of outcomes that we now recognize as a course. I predict that very soon students will begin demanding access to specific outcomes only, thereby driving a massive change in how we describe, organize, and deliver the knowledge and skills within our discipline, program, or area.

"If the union position is that things must remain as they are, the faculty immediately become irrelevant as a force in our own profession."

We have written before about how change is coming to our colleges and to our jobs. We are no longer focused on predicting change; we are actively managing it at the bargaining table and in other venues. As much as we would like things to remain comfortably the same, we cannot ignore the need for us to be intimately involved in shaping our responses to pressures, external and internal. If the union position is that things must remain as they are, the faculty immediately become irrelevant as a force in our own profession.

As we present this and future contracts for your consideration, you will see a constant flow of new and different ways of doing some of the things we have always done. Our hope is that you will consider these changes in the largest context of the dynamic field we are in.