

## **ARTICLE 9 REPRESENTATIVES**

**Section 1. Administration of Contract.** The Employer agrees that the MSCF grievance representative on each campus shall be provided the opportunity to investigate and process grievances, and the MSCF president on each campus shall be provided the opportunity to confer with the college president or designee concerning the provisions and application of this Contract.

Meetings with the administration or arbitration or arbitration hearings regarding the processing of grievances shall be during the normal work day whenever practicable, and the grievant, the local MSCF grievance representative and MSCF local president shall not lose wages due to their participation.

Upon request of the MSCF president, the college president shall afford release time not to exceed twelve (12) credits per year to be shared by one (1) or more local MSCF officers on each campus for the purposes of conducting MSCF duties.

**Section 2. MSCF Representatives Access to Private Telephones.** It is the intent of the state colleges to provide the MSCF representatives with reasonable access to private telephones when they are conducting MSCF business on campus.

**Section 3. Certification of Campus Representatives.** The names of any local MSCF officers and representatives who may represent the faculty members in the administration of this Contract shall be communicated to the college president on each campus by means of a copy of a certification from the MSCF to the Chancellor's designee. The names of the Employer designees responsible for administering this Contract on the campus shall be communicated to the local MSCF Chapter by means of a copy of a certification from the Chancellor's designee to the MSCF.

**Section 4. Certification of State Representatives.** The MSCF officers and other MSCF representatives shall be certified in writing to the Employer by the MSCF. The Employer designee(s) responsible for the administration of this Contract at the state level shall be certified to the MSCF in writing by the Employer.

**Section 5. Release Time for the MSCF President.** The president of the MSCF shall be granted up to full release time from college-assigned duties to conduct the business of the MSCF.

**Subd. 1. Additional Release Time.** The MSCF, at its request, may also provide for additional release time for the president for the forty percent (40%) overload. The MSCF shall reimburse the Employer for the actual cost of the overload payment based on the president's actual salary schedule placement for the academic year.

**Subd. 2. Payroll.** The MSCF president shall remain on the state payroll at the regular salary and lose no benefits.

**Subd. 3. President's Sabbatical.** A faculty member who has served as the MSCF president shall be given the right to a one (1) semester sabbatical if s/he has served one (1) term, and a two (2) semester sabbatical if s/he has served two (2) or more terms.

The sabbatical shall be consistent with the applicable provisions of Article 17, Section 4. However, the president's sabbatical shall be in addition to earned sabbaticals granted under Article 17, Section 4. The sabbatical shall not be denied.

**Subd. 4. Prior Service Time.** Time spent in the former UTCE and MCCFA as president shall be carried forward and included in the calculation of service eligibility for a presidential sabbatical as an MSCF president.

**Section 6. Release Time for Other MSCF State Officers.** The MSCF may buy release time for up to five (5) other state officers. The amount of release time shall be specified by the MSCF before the beginning of each academic year or at other times by mutual agreement. The release time for an individual officer may be in credits or in days, as agreed to by the State MSCF President and the Chancellor or designee. For purposes of reimbursement the days shall be converted to a reasonable credit equivalency. Such officers shall remain on the state payroll at their regular salary and lose no benefits. Effort will be made to schedule such officers' college duties to accommodate their MSCF responsibilities.

**Section 7. Release Time for Other MSCF Representatives.**

**Subd. 1. MSCF Representatives.** The parties agree that the following faculty members shall be granted reasonable amounts of paid release time to conduct MSCF business.

- A. **Negotiations Team.** As needed to conduct contract negotiations.
- B. **Board of Directors Members.** Up to five (5) days per academic year.
- C. **Executive Committee.** Up to nine (9) days per academic year.

**Subd. 2. Conditions.** Paid release time will occur under the following conditions:

- A. Faculty assignments are rescheduled to another day and/or evening; or
- B. Alternate assignments/activities, which can be accomplished in the absence of the instructor are assigned to the class; or
- C. The services of another faculty member are secured to assume the faculty member's obligations at no additional cost to the college;
- D. If a substitute is necessary, MSCF will be billed for the cost of the substitute.

## Article 9 and Article 10

Faculty members are responsible for notifying the college administration, whenever possible, at least two (2) weeks in advance of the need for release time to conduct MSCF business. In addition, faculty members are responsible for making the appropriate arrangements as discussed above. Arrangements must be approved in advance by the college president or designee.

**Section 8. Representative (Delegate) Assemblies.** Each delegate to the MSCF and/or the Education Minnesota Representative Convention will be excused without loss of pay or benefits one (1) day for each assembly, provided that the faculty member has notified the college president or designee as to the dates of the planned absence during the month prior to the month in which the assembly is scheduled.

Up to eighteen (18) delegates from the colleges will be excused to attend the NEA Representative Assembly, the AFT Representative Convention, or the NEA Higher Education Conference for three (3) consecutive working days, provided that the faculty member has notified the college president or designee as to the dates at least one (1) month before the planned absence.

**Section 9. Reimbursement Rate.** The MSCF shall reimburse the colleges at the rate of \$1,000.00 per credit for actual release time utilized.