

## **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 facilities, and current locations mutually agreed upon for community-based programs. The establishment of any future site shall be determined by mutual agreement between Minnesota State and MSCF. A college may include multiple campuses and/or sites.

**Subd. 1.** Small business management, farm business management, computer small business, lamb and wool management, specialty crops management, and other like programs" faculty will have site-based seniority only. Faculty members who transfer to an existing or new site will retain seniority rights to their original site or campus.

**Subd. 2.** Corrections facility faculty will have site-based seniority only. Corrections facility faculty who had position rights at a campus/college prior to July 1, 1995, will retain all other rights provided in this agreement. Faculty members who transfer to a corrections facility will retain seniority rights to their original site or campus.

**Subd. 3.** Native American reservations faculty will have site-based seniority only. Native American reservations faculty who had position rights at a campus/college prior to July 1, 1995, will retain all other rights provided in this agreement. Faculty members who transfer to a Native American reservation site will retain seniority rights to their original site or campus.

**Section 3. Calculation of Temporary Service.** When a temporary faculty member who has been employed continuously (at least one (1) semester per academic year) becomes probationary, unlimited full-time or unlimited part-time his/her seniority shall be calculated by including his/her service prior to the change in status on a pro-rata (FTE) basis at the college.

**Section 4. Unlimited Part-time Seniority Roster.** All faculty members granted unlimited part-time status shall have their seniority status maintained on a separate roster from unlimited full-time faculty.

**Section 5. Posting and Recalculation.** The seniority roster shall be posted by November 1 of each academic year. Faculty members may request seniority recalculations within thirty (30) calendar days after distribution of the seniority roster. The system office and MSCF shall maintain a statewide seniority system.

**Section 6. Tie Breakers.** A tie may occur whenever two (2) or more faculty members are hired at the same time in the same credential field(s), when faculty members return from an unpaid leave of absence that does not merit the accrual of seniority, and when faculty members are hired with previous temporary service.

Ties in college/campus/site seniority shall be broken at the time of employment. Ties in statewide seniority shall be broken at the time of claiming or at the time of determining sabbatical leave eligibility. When two (2) or more faculty members have the same seniority, their relative position shall be determined by using the following criteria in the order listed:

- A. The faculty member with the greater total employment in the Minnesota state college, including temporary employment, shall have the greater seniority.
- B. The faculty member with the higher number of graduate credits in the credential field shall have the greater seniority.
- C. The faculty member with the earlier date on which the issuing agency approved the license, as evidenced by the issuing agency's signature and date on the license application form, shall have the greater seniority.
- D. If after consideration of A, B, and C above, a tie still exists, the tie shall be broken by lot.

**Section 7. Break in Seniority.** Seniority shall be broken by resignation, retirement, failure to return from an authorized leave of absence, or failure to return from a layoff. An unlimited full-time or unlimited part-time faculty member who is placed in a temporary part-time status shall not be considered to have had a break in service during the period of temporary part-time status.

**Section 8. Seniority in New Credential Fields.** If subsequent to a faculty member's start of unlimited service in the faculty member's initial credential field, another credential field is/was approved for such faculty member, the seniority in this credential field shall start at the beginning of the semester when such credential field was approved.

Once a credential field is approved and established for a faculty member, the faculty member continues to accumulate seniority in that credential field for as long as the faculty member remains as an unlimited faculty member in the system.

If a faculty member has more than one (1) credential field, and the original credential field is deleted from the Minnesota State Board Policy or Minnesota State procedures, then the faculty member will be granted seniority in the second credential retroactive to the original seniority date.

**Section 9. Seniority at Same or a New College Via Claiming.**

**Subd. 1.** A faculty member on layoff who claims a vacancy at the same college where the layoff occurred or another college in a new credential field shall retain system seniority in the original credential field(s). Such faculty member shall have his/her system seniority in the original credential field(s) noted on the college seniority roster. S/he shall begin accruing seniority in the new credential field starting from the beginning of the semester in which s/he claims.

**Subd. 2.** A faculty member on layoff who claims a vacancy at the same college where the layoff occurred or another college in a credential field that the faculty member already holds shall retain system seniority and shall establish college seniority at the respective college equal to the seniority held at the previous college.

**Section 10. Seniority at a New College Via Voluntary Transfer.** A faculty member who voluntarily transfers to a position in another college shall retain system wide seniority in the original credential field(s) for purposes of claiming positions in the future, salary schedule placement, and sabbatical eligibility/tie breakers. S/he shall begin accruing seniority at the new college starting from the beginning of the semester in which s/he transfers barring an agreement per Article 22, Section 10 between the parties to the contrary.