

## ARTICLE 13 WAGES

The evaluation of each faculty member's credentials for initial salary schedule placement in accordance with this Contract will be conducted in the system office. Each applicant who is offered employment shall, at the time of the offer, be so notified in writing and shall be required to complete the salary schedule placement application forms. The faculty member and the MSCF's designee shall be notified concurrently in writing of the final column and step determination. Such determination shall be implemented at the beginning of any semester or of the extra days that precede the semester.

Challenges to the salary schedule placement shall be raised by either the individual faculty member or the MSCF within thirty (30) working days of receipt of the written placement to be considered. For faculty members hired on or after July 1, 2002, requests for re-evaluation will be granted one time during the employment of the faculty member. Such requests shall be made no later than the end of the first year following completion of probation. Such requests for temporary full-time and temporary part-time faculty shall be made no later than the end of six (6) semesters of employment.

**Section 1. Initial Step Placement.** The initial step placement shall reflect the number of years of experience for which credit is given on the salary schedule and will be determined at the college. Credit for teaching experience and/or relevant work experience, (as determined by the college president or designee), shall be granted on a one (1) for one (1) basis according to the full-time aggregate of experience. The aggregate sum of experience shall be rounded up to the next salary step. For example: 1.5 years of experience equals Step 02; 5.25 years of experience equals Step 06; 4.00 years of experience equals Step 05. Credit for military experience shall be granted only in cases where the faculty member leaves the college for military service and returns to the college after completion of the service and then shall be on a one (1) for one (1) basis.

Credit for secondary (grades 7-12) and post-secondary teaching experience shall be granted regardless of the discipline area of teaching. Effective July 1, 2004, credit for elementary (grades K-6) teaching experience shall be granted for faculty hired in the areas of reading, child development, and education. Full-time appropriate teaching employment for one (1) academic year shall count as one (1) year of experience and all time worked may be counted, but in no instance can more than one (1) year of experience credit be earned in a fiscal year.

A faculty member with one (1) year of relevant work experience shall be placed on the salary schedule at step two.

**Subd. 1. Step Limits.**

Except as noted in Subd. 4. below, initial step placement shall not exceed:

Column I	-	Step 13
Column II	-	Step 11
Column III	-	Step 9
Column IV	-	Step 8
Column V	-	Step 7

**Subd. 2. Placement for Re-employed Temporary Part-time, Converted Temporary Full-time, Temporary Full-time and Adjunct Faculty.** Temporary part-time, converted temporary full-time, temporary full-time and adjunct faculty who have had a break in service (defined as no assignments for four (4) or more consecutive semesters) and are re-employed will be placed on the salary schedule where s/he was at the time of separation and including any salary schedule reformatting and/or renumbering. If such step re-placement does not exceed the step limits, a faculty member may request to have relevant interim work experience evaluated for a higher step placement up to the step limit. However, any additional steps granted shall not be more than the total number of collectively bargained steps granted to current faculty during the same intervening period of time. The relevant interim work experience shall be credited on a one (1) year for one (1) step basis.

An adjunct faculty member whose previous employment was limited to the per-credit rate of pay shall upon receiving a probationary appointment be given credit for all appropriate experience including work in the state colleges and the state universities subject to the step placement limits contained in Subd. 1. of this section.

**Subd. 3. Placement for Re-employed Unlimited Faculty.** When a faculty member who has previously been employed by the state colleges as unlimited full-time, or unlimited part-time is re-employed, such faculty member will be placed on the salary schedule where s/he was at the time of separation and including any salary schedule reformatting and/or renumbering. If the faculty member has relevant interim work experience, such work experience will be evaluated for a higher step placement. However, any additional steps granted shall not be more than the total number of collectively bargained steps granted to current faculty during the same intervening period of time. The relevant interim work experience shall be credited on a one (1) year for one (1) step basis.

**Subd. 4. Exceptions to the Maximum Step Placement.** Initial step placement may exceed the step limits when:

- A. A college takes over a program from another institution and also employs the faculty member(s) in the program. Such faculty member cannot be placed higher than one step above his/her former base salary; or
- B. The MSCF and the system office have mutually agreed upon a waiver as requested by the college administration.

**Subd. 5. Job Market Stress.** Between January 1 and January 15 of each year, representatives from MSCF and the system office shall meet and mutually agree on disciplines/program areas that are suffering job market stress. For those disciplines/program areas identified, the step placement process shall be waived and new hires may be placed on any step within the appropriate column.

**Section 2. Column Placement.** Column placement shall reflect the amount of preparation for which credit is given. Column placement for new faculty members shall be established at the system office and shall go into effect at the beginning of employment. An average grade of "B" must be maintained.

**Definition of Columns.**

**Column I.** All faculty members who do not possess the academic credentials described below shall be placed on Column I.

**Column II.** Bachelor's degree or one hundred twenty (120) undergraduate semester credits.

**Column III.** Master's degree in the credential field, or a master's degree with fifteen (15) graduate semester credits (twenty-three (23) graduate quarter credits) in the credential field, or bachelor's degree with twenty-four (24) graduate semester credits (thirty-six (36) graduate quarter credits) in the credential field.

**Column IV.** Master's or doctoral degree with thirty (30) graduate semester credits (forty-five (45) graduate quarter credits) in the credential field.

**Column V.** Master's or doctoral degree with forty-five (45) graduate semester credits (sixty-eight (68) graduate quarter credits) in the credential field.

**Section 3. In-Field and In-Field Advanced Degrees and Credits.** Credit will be counted as in-field when:

- A. The college department offering the course has the same name as the assignment or credential field of the faculty member.
- B. The course title indicates that the course is intended for the faculty member's assignment or credential field.
- C. The course description states that the course is intended specifically for the assignment or credential field.
- D. The faculty member has received written pre-approval from the college president or designee. A copy of the approval shall be forwarded to the system office and MSCF. The written pre-approval of specific courses for individuals will not set a precedent at the college or system wide.

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- E. A faculty member with an assignment or a credential field of Accounting who holds a CPA or CMA and a bachelor's degree in Accounting shall be placed on Column III, but will have to meet the other requirements for Column IV and V.
- F. In the case of librarians, up to eight (8) graduate semester (twelve (12) graduate quarter) credits in a combination of two (2) or more academic disciplines may be counted in-field for movement to Column IV, and up to ten (10) graduate semester (fifteen (15) graduate quarter) credits in a combination of two (2) or more academic disciplines may be counted as in-field for movement to Column V.
- G. Faculty members who are assigned to teach environmental science courses in the Biology department of the college shall be granted in-field credit for graduate coursework in environmental science; except those environmental science courses specifically designated for other disciplines or law-related. These courses will not be counted as in-field for Biology.
- H. Faculty members who are assigned to teach statistics courses in the Mathematics department of the college shall be granted in-field credit for graduate coursework in statistics; except those statistics courses specifically designated for other disciplines. These courses will not be counted as in-field for Math.
- I. Faculty who are consistently assigned in a discipline other than in their credential field(s) shall be granted in-field credit for graduate credits in the discipline of the other assignment(s). For this purpose, "consistently" shall be defined as at least one course per semester for two (2) or more academic years and the college president verifies that the assignment will continue.
- J. Undergraduate credits, if approved by the system office prior to enrollment in the course, shall be counted as in-field graduate credit.
- K. When the name of the assignment or credential field area of a faculty member is not the same as that of an academic department such as history, sociology, etc., and is an assignment or credential field which cuts across disciplinary lines, then the determination as to which credits will count as in-field for such a faculty member will be made by the system office.
- L. Master's degree in Education, Curriculum and Instruction, Vocational Education or equivalent shall be considered in-field for all instructors who teach in an occupational or technical area in which there is no advanced degree available.
- M. Advanced professional degrees may substitute for the master's degree for column movement beyond Column III if all other requirements are met. Professional school credits may count as graduate credits if they are in the credential field of the faculty member.
- N. Credits will be considered to be graduate-level credits if such credits are granted by a recognized institution of higher education that grants graduate level degrees and the faculty member was granted graduate credit for the courses.

**Section 4. Column Change and Documentation.** When a faculty member applies, the application for a column change shall be reviewed on the basis of additional education gained after original placement or the previous column change. The system office shall review the application. When verified, a column change shall be granted.

**Subd. 1. Eligibility to Advance a Column.** A column change may be made at the start of any semester or of the extra days or weeks that precede the semester. A column change may be made by the completion of academic requirements as required for the column. A column change must be documented and established as follows:

- A. The faculty member must provide to the college human resources designee a written statement of intent to change columns, with either copies of official transcripts to document a column change or a written statement verifying that requirements for a column change have been completed prior to the start of the semester. This material shall be delivered to the college human resources designee before the start of such semester or sent by e-mail prior to the start of such semester.
- B. When documentation for a column change is provided to and a column change is verified by the system office, the salary of the faculty member will be adjusted accordingly and such adjustment will apply retroactively to the start of the faculty member's assignment for the semester referred to in paragraph A. above or the weeks attached to such semester.
- C. Column changes based on changes of assignment or credential field may occur at the beginning of any academic semester.
- D. A change of the assignment or credential field shall not result in a decrease in pay for a faculty member.

**Subd. 2. Credits for In-Field for Occupational and Technical Areas.** Current faculty members will be granted in-field without any limitation if the credits are in-field or a part of a pre-approved degree or pre-approved on a course-by-course basis.

- A. If the faculty member holds a master's degree, then only graduate courses in-field will be approved, when in-field graduate courses are available. If in-field graduate courses are not available, then pre-approved other graduate courses or relevant pre-approved undergraduate courses will be granted.
- B. If the faculty member holds a bachelor's degree, then pre-approved graduate courses required for a master's degree in Education, Vocational Education, or Curriculum and Instruction will be granted.
- C. If the faculty member does not hold a master's degree, then re-approved relevant undergraduate courses will be granted.

**Subd. 3. Formerly Licensed Faculty Members on Column I or Column II.** Faculty members who held a five-year license prior to July 1, 2006 and are currently placed on Column I or II shall be granted a column change from either Column I to Column II or from Column II to Column III, provided they have met the requirements set forth in the March 22, 2006 Memorandum of Agreement appended here as Appendix E.

Faculty members who hold more than one (1) license will be able to use this provision only once during a five-year period.

**Section 5. Awards for Excellence.** At the discretion of the college president or designee, a faculty member may be granted an award for excellence of up to two thousand five hundred dollars (\$2,500.00), subject to the following limitations:

- A. A faculty member or a group of faculty members seeking consideration for an award for excellence will submit a written proposal that has been approved by the individual's or individuals' supervising administrator(s) to a college award for excellence committee. The proposal must specifically delineate either: a.) performance objective to be achieved during an identified period of time that are above and beyond the normal requirements of the individual's position(s), and a method of assessing the outcome; or b.) special project goals during an identified period of time, and a method of assessing the outcome. The committee will be composed of an equal number of college administrators appointed by the college president or designee and MSCF faculty members appointed by the MSCF Chapter president. The committee may accept, reject or make suggestions on how to improve the proposal to make it acceptable. Rejected proposals and proposals with improvement suggestions shall be returned to the proposer(s). In the event the committee is deadlocked the proposal shall be forwarded, with supporting documentation, to the college president or designee for a decision.
- B. Proposals deemed acceptable by the committee will be forwarded to the college president or designee, who may approve the proposal. At the time of approval, the college president shall identify the monetary award to be paid upon successful completion of the proposal. Approval of the college president or designee must be received prior to initiation of the plan.
- C. Each college may propose additional reasonable and necessary written guidelines, for this committee's use after review by the faculty Shared Governance Council.
- D. Failure to complete the objectives and/or goals of the project shall result in no award for excellence being given but shall not be cause for any discipline or loss of professional advantage.
- E. Upon completion of the objectives and/or goals of the proposal, the faculty member(s) will provide written notice to the committee and describe how the objectives and/or goals have been achieved. The committee will meet and prepare a written recommendation for the college president or designee whether or not to issue an award for excellence. The committee shall keep minutes of its meetings and post them.

- F. The college president or designee may accept or reject the committee's recommendation if the recommendation is neutral or negative. If the recommendation is positive, the college president or designee shall authorize payment.
- G. This payment will be in the form of a one-time lump sum payment, and it will not be added to the faculty member's base salary. This lump sum payment shall be exempt from the forty percent (40%) overload salary maximum.
- H. Work done for an Award for Excellence is excluded from hiring practices calculation.

## **Section 6. Step Movement.**

### **Subd. 1. Career Steps.**

- A. **Eligibility.** Effective July 1, 2018, all unlimited full-time, unlimited part-time, temporary full-time, and temporary part-time faculty members who have completed fifteen (15) consecutive years of service in the MSCF bargaining unit and who are not at the top step of the salary schedule shall, at the beginning the faculty member's sixteenth (16<sup>th</sup>) consecutive year of service in the MSCF bargaining unit, receive one (1) additional step on the salary schedule.

For purposes of this subdivision, a "year of service" means that the faculty member has completed an assignment of at least five (5) credits (or the equivalent thereof) in at least one semester (i.e. either fall or spring, but not summer) of the academic year at one or more Minnesota State college(s). An academic year which did not constitute a year of service, as defined above, for the faculty member shall constitute a break in the consecutive years of service, with the following exceptions:

- 1) **Paid Leaves.** For purposes of this subdivision, paid leaves of absence shall be treated the same as time worked and shall not constitute a break in the consecutive years of service;
  - 2) **Unpaid Leaves.** For purposes of this subdivision, unpaid leave of absence under Article 15 shall not be treated as time worked, but shall not constitute a break in consecutive years of service.
- B. **Lump Sum Payment in Lieu of Step.** Effective beginning July 1, 2018, faculty members who are at the top of the salary schedule and who otherwise would be eligible for the Career Step shall receive, at the of beginning the faculty member's sixteenth (16<sup>th</sup>) consecutive year of service in the MSCF bargaining unit, a lump sum payment equivalent to one (1) step. The lump sum payment for part-time faculty shall be prorated according to the faculty member's FTE in the preceding academic year (i.e., cumulative FTE for fall and spring semesters, truncated at 1.0).

- C. **One-time Catch-up Provision.** Faculty members who, as of July 1, 2018, have completed more than fifteen (15) consecutive years of service in the MSCF bargaining unit and who otherwise would meet the terms in “A” or “B” of this subdivision shall receive either one (1) additional step on the salary schedule or, if the faculty member is at the top of the salary schedule, a lump sum payment equivalent to one (1) step. The lump sum payment for part-time faculty shall be prorated according to the faculty member’s FTE in the preceding academic year (i.e., cumulative FTE for fall and spring semesters, truncated at 1.0).

**Section 7. Salary Schedules.**

**Subd. 1.** The salary schedule for the 2017-2018 academic year, to be effective July 1, 2017 shall be as follows:

STEPS	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
1	36,560	40,380	44,199	48,020	51,839
2	38,470	42,290	46,109	49,929	53,748
3	40,380	44,199	48,020	51,839	55,659
4	42,290	46,109	49,929	53,748	57,569
5	44,199	48,020	51,839	55,659	59,479
6	46,109	49,929	53,748	57,569	61,389
7	48,020	51,839	55,659	59,479	63,298
8	49,929	53,748	57,569	61,389	65,208
9	51,839	55,659	59,479	63,298	67,118
10	53,748	57,569	61,389	65,208	69,028
11	55,659	59,479	63,298	67,118	70,938
12	57,569	61,389	65,208	69,028	72,847
13	59,479	63,298	67,118	70,938	74,757
14	61,389	65,208	69,028	72,847	76,667
15	63,298	67,118	70,938	74,757	78,576
16	65,208	69,028	72,847	76,667	80,485
17	67,118	70,938	74,757	78,576	
18	69,028	72,847	76,667	80,485	
19	70,938	74,757	78,576		
20	72,847	76,667	80,485		
21	74,757	78,576			
22	76,667	80,485			
23	78,576				
24	80,485				

**Subd. 2.** The salary schedule for the 2018-2019 academic year, to be effective July 1, 2018, shall be as follows:

STEPS	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
1	37,437	41,349	45,260	49,173	53,084
2	39,393	43,305	47,216	51,128	55,038
3	41,349	45,260	49,173	53,084	56,994
4	43,305	47,216	51,128	55,038	58,950
5	45,260	49,173	53,084	56,994	60,906
6	47,216	51,128	55,038	58,950	62,862
7	49,173	53,084	56,994	60,906	64,817
8	51,128	55,038	58,950	62,862	66,773
9	53,084	56,994	60,906	64,817	68,729
10	55,038	58,950	62,862	66,773	70,685
11	56,994	60,906	64,817	68,729	72,641
12	58,950	62,862	66,773	70,685	74,596
13	60,906	64,817	68,729	72,641	76,551
14	62,862	66,773	70,685	74,596	78,507
15	64,817	68,729	72,641	76,551	80,462
16	66,773	70,685	74,596	78,507	82,417
17	68,729	72,641	76,551	80,462	
18	70,685	74,596	78,507	82,417	
19	72,641	76,551	80,462		
20	74,596	78,507	82,417		
21	76,551	80,462			
22	78,507	82,417			
23	80,462				
24	82,417				

**Section 8. Customized Training Instructors.** The compensation for customized training faculty, as defined in Article 28, Section 1, shall be agreed to by the college president or designee and the faculty member with a copy of such agreements to the local grievance representative.

**Section 9. Miscellaneous Wages.** Non-credit teaching, if not part of assigned load, shall be paid to faculty members on the same basis as to others with like assignments.

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Honoraria and/or stipends may be mutually agreed to by the faculty member and the college administration for purposes of special project work, extracurricular activities, etc. Faculty members shall not earn more than one thousand dollars (\$1,000.00) in any fiscal year. Such payments shall be exempt from the forty percent (40%) overload salary maximum. These wages may be paid as discrete, mutually agreed, non-teaching assignments which do not rise to reasonable credit equivalence. As such, they are excluded from hiring practices.

**Section 10. PSEO/Concurrent Enrollment.** Payment for assignments for mentoring/monitoring instruction in the college/high school credit programs shall be paid on a pro-rata credit equivalent basis. In no case shall an individual who does not meet minimum qualifications in the credential field of the course be assigned to mentor or do similar work. Mentors for these programs shall be compensated at the rate of one (1) credit for the first time an instructor is mentored in a course and one-half (1/2) credit each successive time.

**Section 11. Life/Work Experience Evaluation and Test Outs.** A faculty member who agrees to evaluate a student's life/work experience application for the purpose of college credit shall be paid at the rate of twenty-five dollars (\$25.00) per lecture credit and fifty dollars (\$50.00) per lab credit.

A faculty member who agrees to conduct student test outs for the purpose of acquiring college credit without participating in the regular class shall be paid at the rate of twenty-five dollars (\$25.00) per lecture credit and fifty dollars (\$50.00) per lab credit.

**Section 12. Extended Contracts.** Extended contracts or extra days worked prior to July 1 shall be compensated on the previous academic year base salary. Extended contracts or extra days worked on or after July 1 shall be compensated based on the subsequent academic year base salary.

**Section 13. Summer Session Wages.** Faculty members employed for the summer session(s) shall be paid on the basis of the number of credits taught. Unlimited full-time and unlimited part-time faculty members, and temporary part-time/full-time faculty members teaching more than three (3) credits for the summer session, shall be paid a proration of the faculty member's salary schedule for the previous academic year.

**Section 14. Temporary Part-time and Adjunct Faculty Wages.** Prior to accepting a part-time appointment, the applicant(s) shall provide the college with information pertaining to current or anticipated employment at another state college.

**Subd. 1. Temporary Part-time.** Temporary part-time faculty members teaching five (5) or more credits per semester during an academic year shall be paid a proration of the appropriate position on the salary schedule for that academic year. Temporary part-time contracts shall be semester by semester.

**Subd. 2. Adjunct.** Adjunct faculty members who teach fewer than five (5) credits per semester will be compensated at the rate of five hundred and twenty-five dollars (\$525.00) to one thousand four hundred dollars (\$1,400.00) per semester credit. If a temporary or adjunct faculty member is rehired as an adjunct for a subsequent year, the faculty member shall be entitled to a minimum increase of one hundred dollars (\$100.00) per credit up to the maximum of one thousand four hundred dollars (\$1,400.00). An assignment in an academic year qualifies the faculty member to move up the pay increase progression if the faculty member is hired in any subsequent academic year. Current temporary or adjunct faculty will not be reduced in the wage per credit and will be granted a minimum increase of one hundred dollars (\$100.00) if employed as an adjunct in any subsequent year.

**Subd. 3. Fluctuating Workload Salary Rates for Temporary Part-time and Adjunct.** The salary rate for temporary part-time and adjunct faculty in Subd. 1. and Subd. 2 above shall be modified as follows. (Faculty members working at one college or at multiple colleges within a semester are included.)

- A. When a temporary part-time faculty member's workload decreases below five (5) credits as a result of a class cancellation, the pay rate shall be adjusted from a proration of the appropriate position on the salary schedule (pro-rata) to a per credit rate as established in Section 15, Subd. 2 above. The credit rate shall be effective at the beginning of the pay period following notification the class(es) cancelled.
- B. When a temporary part-time faculty member's workload decreases below five (5) credits after a class has started but before the end of the semester, as a result of a separation for any reason, the final FTE calculation will continue to be paid based on a proration of the appropriate position on the salary schedule (pro-rata), as of the faculty member's last day of work or final salary placement if in the queue for approval, whichever is greater, as established in Section 15, Subd. 1 above.
- C. When an adjunct faculty member's workload increases to five (5) or more credits after the semester has begun, the pay rate shall be adjusted from a per credit rate to a proration of the appropriate position on the salary schedule (pro-rata) as established in Section 15, Subd. 1 above. The pro-rata rate shall be effective at the beginning of the pay period following notification the class(es) were added.

**Section 15. Unlimited Part-time Wages.** Unlimited part-time faculty members shall be paid a proration of the appropriate position on the salary schedule for all work assigned. Unlimited part-time faculty members will be paid according to credits taught on a semester by semester basis. If the workload in each semester is essentially equal, unlimited part-time faculty members may choose to be paid equally over nine (9) or twelve (12) months. Unlimited part-time faculty members whose assignments do not meet their minimum guaranteed appointment shall be compensated for the balance of their appointment in the spring semester. However, unlimited part-time faculty members may be given additional assignments consistent with Article 11 to meet the minimum guaranteed appointment.

**Section 16. Substitute Wages.** Faculty members who are included in the MSCF bargaining unit and are assigned to provide substitute services shall be paid according to the following:

**Subd. 1.** The nature of the assignment, including load, shall be determined prior to acceptance of the assignment by the faculty member.

**Subd. 2.** Faculty members who are assigned to provide substitute services for short-term absences where there are no or minimal responsibilities outside the classroom shall be paid an hourly rate that is established by first dividing the individual annual base salary amount by one hundred and seventy-one (171) days and then dividing the quotient by seven (7) hours. The amount paid shall be for the actual number of hours assigned. Short term substitute wages shall not count against the overload maximum.

**Subd. 3.** Faculty members who are assigned to provide full substitute services commensurate to the duties of the faculty member being replaced shall be paid by FTE of the work provided.

**Subd. 4.** An assignment to substitute may cause a faculty member to move from the per-credit rate to a pro-rata salary schedule pay level.

**Section 17. Applied Music.**

**Subd. 1. Credit Equivalency.** Part-time music instructors who also teach applied music during the academic year will receive credit equivalency of one (1) credit for every five (5) students with each student being equal to one-fifth (1/5) of a credit.

**Subd. 2. Private Lesson Rate.** Applied music instruction provided by part-time instructors who teach only applied music shall be paid at the rate of at least one hundred twenty-seven dollars and fifty cents (\$127.50) per semester for each one half (1/2) hour lesson per week.

**Subd. 3. Uniform Application.** The applied music instruction pay rate shall be applied uniformly at the college.

**Section 18. Coaching Salaries.** Coaches and assistant coaches shall receive pro-rata pay when coaching a student activity whose credit equivalency exceeds three (3) credits. The credits allocated may be distributed over two (2) semesters whenever the actual season of the activity occurs over two (2) semesters. When a student activity has more than one (1) assistant coach assigned, the credit equivalency will be divided between/among coaches to reflect the assignment. Individuals who volunteer to assist during college athletic practices and/or events shall not be identified as coaches or assistant coaches.

**Section 19. Overload Assignments and Overload Salary Maximum.**

A. An overload assignment shall be defined as any assignment to a faculty member that exceeds the workload assignment limitations in this contract. Overload assignments must be mutually agreed upon between the faculty member and the college president or designee.

- B. The total payment for non-credit teaching, summer school teaching, overload, and extra days shall not exceed forty percent (40%) of the faculty member's schedule salary, except in cases where the conditions of an outside grant requires additional days, or except as specified in Article 11, Section 2, Subd. 6D. and Section 3, Subd. 2 D. The one hundred forty percent (140%) total for a given year refers to the academic year and overload pay and/or the extra days assigned during the fiscal year in which the academic year occurs.
- C. When offered to a full-time unlimited instructor, overload shall first be offered to full-time unlimited instructors within the credential field, except where provisions of a grant require an exception to this provision.
- D. The exceptions in paragraph B. above shall include grants and honoraria, including those from college foundations, that faculty apply for competitively and that are dispersed through payroll.
- E. The activities listed in paragraphs B. and D. above must be non-student contact. C.B.E. evaluation payments, life/work experience evaluation and test out payments, customized training compensation, short-term substitute faculty work, and honoraria/stipend payments in accordance with Section 10. above shall not count toward the overload restriction. The guiding principle is that whenever assignments require student contact, approval for exception to the forty percent (40%) restriction must be granted prior to the assignment.

**Section 20. Health/Dental Expense Accounts.** The Employer agrees to provide insurance-eligible faculty members with the option to pay for the employee portion of health and dental premiums on a pretax basis as permitted by law or regulation. The Employer also agrees to allow faculty members to cover Copayments, deductibles and other medical and dental expenses or expenses for services not covered by health or dental insurance as permitted by law or regulation.

**Section 21. Dependent Care Expense Account.** The Employer agrees to provide insurance-eligible faculty members with the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by law or regulation.

**Section 22. Other Pretax Expense Account.** The Employer agrees to provide faculty members with the option to participate in an expense account for payment of parking fees and transit expenses on a pretax basis as permitted by law or regulation.

**Section 23. Appeals.** Any grievances filed under this article shall be filed initially at Step 2 of the grievance procedure consistent with time limits provided therein.