
Master Agreement

Between

**Minnesota State Colleges and Universities
Board of Trustees**

and

United **T**echnical **C**ollege **E**ducators

1997-1999

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Master Agreement

ARTICLE 1 Parties

This contract is entered into by the State of Minnesota/Minnesota State Colleges and Universities (hereafter known as MnSCU) and the United Technical College Educators (hereafter known as UTCE).

ARTICLE 2 Recognition Of Exclusive Representative

Section 1. Recognition. In accordance with the Public Employment Labor Relations Act (“P.E.L.R.A.”), the Employer recognizes UTCE as the exclusive bargaining representative of the members of the bargaining unit, which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in this contract.

Section 2. Appropriate Unit. UTCE shall represent all members of the appropriate unit, as defined by the Bureau of Mediation Services, including its Certification of Unit Determination and Certification of Exclusive Representative order (BMS #94-PCE-1670 and 95-PCL-1647), who meet with the statutory definition of a public employee.

Section 3. “Faculty Member”. The term “faculty member” when used hereinafter in this Agreement shall refer to all employees within the designated bargaining unit.

Section 4. Changes to Terms and Conditions of Employment. Except as provided in Article 9 (Faculty Senate), Section 4, Subd. 5., the Employer will not during the life of this Agreement meet and negotiate or meet and confer relative to terms and conditions of employment with any employee or group of employees who are covered by this Agreement except through the exclusive representative.

Section 5. Unit Changes. If an existing bargaining unit position is moved out of the bargaining unit or if a new position is created where the position description indicates any performance of UTCE bargaining unit work, the chancellor or designee shall give the UTCE President or designee written notice at least fourteen (14) calendar days in advance of actual implementation. The parties will meet prior to implementation, if the UTCE President requests, and will attempt to agree on the inclusion or exclusion of the new title or position. If the parties cannot agree, the question will be submitted to the Commissioner of the Bureau of Mediation Services for a determination of the inclusion or exclusion of the position.

ARTICLE 3

Definitions

Section 1. Adjunct Faculty Member. “Adjunct Faculty” are faculty who have not achieved non-probationary status and are working less than .33 FTE in a term. These faculty do not accrue seniority and are not probationary.

Section 2. Administration. “Administration” shall mean the Chancellor of MnSCU, College President, and designees.

Section 3. Chancellor. “Chancellor” shall refer to the Chancellor of the Minnesota State Colleges and Universities.

Section 4. College. “College” means an administrative unit that is the appointing authority administering a campus or campuses and all associated off campus locations (satellites, centers, etc.) and related personnel.

Section 5. Customized Training. “Customized Training” is defined as all hour-based instruction not offered for or directly transferable to college credit, or college credit courses offered under contract to a specific customer.

Section 6. Customized Training Faculty. “Customized Training Faculty” are faculty who work 1,000 hours or less in a fiscal year who teach hour-based instruction not offered for or directly transferable to college credit, or college credit courses offered under contract to a specific customer. These faculty do not accrue seniority and are not probationary.

Section 7. Days. “Days” means calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.

Section 8. Dependent. Refer to Article 17, Section 2., Subd. 3. and Article 21, Section 5.

Section 9. Duty Day. “Duty Day” shall mean a day included in the college calendar, or individual faculty member’s contract, on which a faculty member engages in duties as described in this Agreement.

Section 10. Employee(s), Faculty, and Faculty Member. “Employee” or “Faculty Member” shall mean a member of the appropriate unit as described in this Agreement. “Employees” or “Faculty” shall mean all members of the appropriate unit as described in this Agreement.

Section 11. Employer. “Employer” shall mean the Minnesota State Colleges and Universities (MnSCU) Board of Trustees or its designees.

Section 12. Full-Time Faculty. “Full-Time Faculty” are faculty who have received a letter of appointment to work at least 175 duty days or its equivalent and who have an annual workload assignment of between twenty- seven (27) and thirty-two (32) credits or between twenty-three (23) and twenty-seven (27) contact hours per week. See the workload as defined in Article 14.

Section 13. Immediate Family. Refer to Article 18, Section 3., Subd. 2.

Section 14. Meet and Confer. “Meet and Confer” shall mean the exchange of views and concerns between MnSCU and the state UTCE according to the applicable provisions of P.E.L.R.A.

Section 15. Meet and Negotiate. “Meet and negotiate” means the performance of the mutual obligations of public employers and the exclusive representatives of public employees to meet at reasonable times, including where possible meeting in advance of the budget making process, with the good faith intent of entering into an agreement on terms and conditions of employment. This obligation does not compel either party to agree to a proposal or to make a concession.

Section 16. Member in Good Standing. “Member in good standing” is defined by the UTCE Constitution and Bylaws.

Section 17. Minnesota Technical Colleges. “Minnesota Technical Colleges” includes technical and consolidated College s.

Section 18. MnSCU Board of Trustees. “MnSCU Board of Trustees”, Board of Trustees”, or “Board” shall mean the Board of Trustees for the Minnesota State Colleges and Universities.

Section 19. Non-Probationary Faculty Member. “Non-probationary Faculty Members” are full-time and part-time faculty who have completed their probationary period and have not received written notice of termination of their employment in accordance with Article 27, Section 1., Subd. 6. of this Agreement.

Section 20. Part-Time Faculty. “Part-Time Faculty” are faculty who receive a letter of appointment to work less than 175 days or less than the full-time workload as defined in Section 12 of this Article. Additional work beyond the letter of appointment shall be considered an extended contract. Part-time faculty who teach at least fourteen (14) or more credits each semester or at least twenty-three (23) or more contact hours per week for three (3) consecutive semesters shall be classified full-time at the beginning of the fourth (4th) consecutive semester.

Section 21. P.E.L.R.A. “P.E.L.R.A.” shall mean the Minnesota Public Employment Labor Relations Act of 1971, as amended.

Section 22. Permanent Work Location. A faculty member’s “permanent work location” is the campus/site at which the majority of the faculty members work assignment exists. If the work assignment

is split equally, the employee shall designate his/her permanent work location.

Section 23. President. “President” shall refer to the presidents of each member technical or consolidated college of the Minnesota State Colleges and Universities.

Section 24. Presidential Designee. Whenever allowed by this Agreement, the use of a designee by the President shall in no way abrogate the responsibility and accountability of the President for the decisions made by the designee. Within thirty (30) days of signing this Agreement, each president will furnish UTCE a list of his/her appropriate designees. A President may revise his/her list of designees after UTCE has been provided an opportunity to meet and confer. In the event of a new President being appointed, he/she will submit a new/revised list of designees with in thirty (30) days of assuming office. No member of the UTCE bargaining unit shall be a presidential designee.

Section 25. Probationary Faculty Member. See Article 27, Section 1.

Section 26. Program. “Program” shall mean a grouping of courses for which a degree, diploma, or certificate is awarded.

Section 27. Site. A “site” is defined as an off campus location such as a Native American reservation, a correctional facility, or a location mutually agreed upon for community-based programs such as Farm Business Management and Small Business Management.

Section 28. Qualified. “Qualified” refers to members of the bargaining unit who are licensed by the appropriate state licensing agency (MnSCU).

Section 29. UTCE. “UTCE” (United Technical College Educators) shall refer to the exclusive representative.

Section 30. UTCE Chapter. “UTCE Chapter” shall mean the chapter at one or more technical or consolidated college(s) of the Minnesota State Colleges and Universities. As used in this Agreement, “UTCE Chapter” shall mean the UTCE Chapter President or designee.

ARTICLE 4 UTCE Rights

Section 1. Transaction of Business. Duly authorized representatives of UTCE shall be permitted to transact official UTCE business on college premises at reasonable times, provided that this shall not unduly interfere with nor interrupt the operations of the College. UTCE may use the College distribution service and/or faculty member mailboxes for communications to faculty members.

Section 2. Bulletin Boards. UTCE shall have the right to post announcements and notices of its activities and concerns on faculty member bulletin boards. One (1) bulletin board on each campus

will be at a location mutually agreeable to the local UTCE Chapter and the College President or designee.

ARTICLE 5 Management Rights

Section 1. Inherent Managerial Rights. UTCE recognizes that the Employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policies as the functions and programs of the Employer; its overall budget; utilization of technology; the organizational structure; and selection, direction and number of personnel.

Section 2. Management Responsibilities: UTCE recognizes the right and obligation of the Employer to efficiently manage and conduct the operation of the technical or consolidated colleges within its legal limitations and with its primary obligation to provide educational opportunity at the technical colleges.

Section 3. Reservation of Management Rights. The foregoing enumeration of inherent management rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this agreement are reserved to the Employer.

ARTICLE 6 Strikes and Lockouts

Section 1. Lock-Outs. No lock-out of faculty shall be instituted by the Employer during the term of this Contract.

Section 2. Strikes. UTCE will not participate in any strike as defined in Minnesota Statute 179A.18, subd.1. Any faculty member who knowingly violates the provisions of this section may be discharged or otherwise disciplined by the Employer.

ARTICLE 7 Non-Discrimination

Section 1. Equal Application. The provisions of this Agreement shall be applied equally to all faculty members in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age,

physical disability, reliance on public assistance, sex, marital status, political affiliation, sexual orientation, and any other class or group distinction, as provided by state or federal anti-discrimination laws. The parties are committed to ensuring an educational and employment environment free of harassment and violence of any kind.

Section 2. Employer Responsibility. The parties recognize that jurisdiction for the enforcement of the provisions of Section 1 hereof is vested solely in various state and federal agencies and the courts, and, therefore, complaints regarding such matters shall not be subject to the grievance procedure in this Agreement.

ARTICLE 8

Representatives And Release Time

Section 1. Administration of Agreement. The Employer agrees that the UTCE grievance representative on each campus shall be provided adequate opportunity to investigate and process grievances, and the local UTCE President on each campus shall be provided adequate opportunity to confer with the College President or designee concerning the provisions and application of this Agreement. Meetings with the administration or arbitration hearings regarding the processing of grievances shall usually be during the normal work day and the grievant, the UTCE grievance representative, and UTCE chapter president shall not lose wages due to their participation.

Section 2. Certification of Campus Representatives. The names of any UTCE chapter officers and representatives who may represent the faculty members in the administration of this Agreement shall be communicated to the president on each campus by UTCE.

Section 3. Release Time for State UTCE President. The state president of UTCE shall be granted release time from all of his/her college assigned duties to conduct the business of UTCE.

Subd. 1. Additional Release Time. At the request of UTCE the state president shall be granted an additional 25% release time beyond the release specified in this section.

Subd. 2. Payroll. The UTCE President shall remain on the state payroll at her/his actual salary schedule placement for the academic year and shall maintain and/or accrue all contract benefits that would be maintained and/or accrued if the president were performing assigned duties for the College. UTCE will reimburse MnSCU for the actual costs of the state president's release time.

Subd. 3. Sabbatical. A faculty member who has served as UTCE President and is returning to their college assigned duties, shall have the right to receive a sabbatical in accordance with Article 21 Professional Development before returning to their college assigned duties. This sabbatical shall not be denied.

Section 4. Release Time for State UTCE First Vice President. The first vice president of

UTCE shall be granted ½ release time from college assigned duties to conduct the business of UTCE. The UTCE first vice president shall remain on the state payroll at the regular salary and lose no benefits. UTCE shall reimburse MnSCU for the state first vice president’s release time for the actual cost of the amount of release time granted.

Section 5. Release Time for Other State UTCE Officers. UTCE may buy release time for other officers and/or faculty members. The amount of release time shall be specified by the state UTCE thirty (30) days prior to the beginning of each academic quarter or semester, when possible, or at other times by mutual agreement. Such officers and/or faculty members shall remain on the state payroll at their regular salary and lose no benefits. UTCE shall reimburse MnSCU for each officer’s release time at the actual cost of the full amount of release time.

Section 6. Release Time for Faculty UTCE Representatives.

Subd. 1. Release Time. The amount of release time shall be specified by the state UTCE thirty (30) days prior to the beginning of each academic quarter or semester, when possible, or at other times by mutual agreement.

Subd. 2. Local Representatives. Upon request of the state UTCE President, the College President shall afford paid release time for UTCE chapter representatives on each campus for the purposes of conducting UTCE duties. UTCE shall reimburse MnSCU for such release time at the actual cost of the full amount of release time.

Subd. 3. State Representatives. The parties agree that faculty members on all UTCE standing committees and/or the executive board shall be granted reasonable amounts of paid release time to conduct UTCE business. UTCE shall reimburse MnSCU for such release time at the actual cost of the full amount of release time.

ARTICLE 9 Faculty Senate

Section 1. Purpose. The purpose of the Senate is to provide a forum for campus faculty to act in full partnership with campus administration in determination of campus operations, policy and planning prior to decision making. Nothing contained in this Article shall be construed to prevent the Employer from having discussions with any individual or organization provided such discussions do not conflict with P.E.L.R.A. or other provisions of this agreement.

Section 2. Membership. The membership of the Senate at each campus shall consist of the UTCE

chapter leadership team and the elected UTCE members in good standing representing a cross-section of disciplines. (The term discipline(s) may mean division, department, or program and will be defined according to other provisions of this agreement.)

Subd. 1. Senate Size. The number of members of the Senate shall be determined by the Senate.

Subd. 2. Senate Liaison. The College President or designee shall serve as an administrative liaison to the Senate.

Subd. 3. Senate Appointees. The College President or designee may appoint up to 10% of the Senate membership as non-voting members from employees outside the UTCE bargaining unit.

Subd. 4. Senate Location. The Senate will be campus-based unless mutually agreed upon by the College President and UTCE chapter leadership team.

Section 3. Senate Leadership. Senate leadership shall consist of UTCE members in good standing elected according to procedures adopted by the Senate.

Section 4. Procedures of the Senate. The Senate shall establish election and operating procedures and committees as needed.

Subd. 1. Meeting Schedule. Meetings shall be scheduled monthly during the academic year. The president of the Senate or College President or designee may call additional meetings when necessary.

Subd. 2. Meeting Agendas. The agenda for each meeting shall be prepared and distributed by the College President or designee at least one (1) week before the meeting and shall contain all items submitted by the President of the Senate or designee, or the College President and designee.

Subd. 3. Clerical Support. The College shall provide clerical support:

- a) to prepare and distribute the agenda.
- b) to prepare and distribute the minutes to the faculty within two weeks of the meeting after they have been reviewed and approved by the senate leadership.

Subd. 4. Meeting Leadership. The President of the Senate or designee shall preside over all meetings of the Senate.

Subd. 5. Reports. Within two (2) weeks of each meeting, the College President or designee will report to the Senate in writing actions taken or decisions made accompanied by written rationale.

Subd. 6. Relationship to Other Campus Committees. The Employer may establish, appoint members to, and utilize instructor/management participation groups or other groups of a similar nature. Any recommendations of these groups affecting College operations, policy, or planning shall be submitted to the Senate for review prior to decision making. The specific and express terms of this contract shall not be changed as a result of any such meeting except by mutual written agreement of the Employer and UTCE.

Section 5. Appeals. While it is recognized that the Employer reserves the ultimate decision-making authority, sincere efforts shall be made to reach mutual agreement. If the Senate or Employer feels that sincere efforts to reach a mutual agreement or understanding have not been made, either party may move the issue to the state Meet and Confer process.

Section 6. Alternative Committee Structure. As an alternative to the above at consolidated colleges, a different system of local UTCE involvement in campus governance may be agreed to between local UTCE and the College President. Such agreement shall not in any way regulate or control the right of selection or participation by the local UTCE but shall be confined to the design of the structure and its operational mode. Any alternative system of local UTCE involvement in campus governance must be approved by the state UTCE and the Employer.

ARTICLE 10

Department/Division and Department/Division Chairs

Section 1. Departments/Divisions. The administration and the UTCE Chapter(s) shall designate various departments/divisions consistent with the College's mission. Designation of departments/divisions shall occur once each year. All faculty members shall be a member of at least one (1) department/division.

Section 2. Department/Division Chairpersons. Each designated department/division will have a chair according to the following:

Subd. 1. Selection. When such chair positions are established, an election shall be held by the faculty members of each department/division. The two candidates from each division/department receiving the most votes in a secret ballot election, shall be submitted to the president of the College. The College President shall appoint the division/department chairperson from among the acceptable candidates for a one-year term. However, if none of these will voluntarily accept the appointment, or if no list is submitted, then the College President may select and appoint a division/department chairperson from the division/department for a one-year term no later than May 15.

The requirements of this subdivision may be waived by mutual agreement of administration and the UTCE Chapter.

Subd. 2. Eligibility. All UTCE faculty members in good standing who have at least a one-half (.5) time FTE appointment in the department during the current semester (for 1997-98/quarter) and who have completed a minimum of a one-half (.5) time assignment in the previous semester (for 1997-98 each of the two (2) previous consecutive quarters) in that department shall be eligible to vote in matters pertaining to the department and be eligible for chair appointment.

Subd. 3. Duties. The department chairperson shall coordinate the activities of the department through a process of regular consultation with all the members of the department, the Senate, and the College President or her/his designee.

Subd. 4. Method of Compensation. Any faculty member appointed to a position of Division/Department Chair may mutually agree with the administration to one of the following: the stipend of \$2,500; release time in addition to the stipend of \$2,500; or, release time equal to a minimum of \$2,500 based on the faculty members' annual salary prorated. Compensation may be shared by up to three (3) faculty members by mutual agreement between the faculty members, UTCE Chapter and the College President or designee.

Section 3. Consolidated Campuses: At consolidated campuses where MCCFA and UTCE College Divisions/departments are combined, an alternate process for designating departments/divisions and electing chairpersons may be implemented by mutual agreement of the Employer and UTCE. The compensation of the elected chairperson shall be pursuant to the provisions of the appropriate master agreement.

ARTICLE 11

UTCE State Organization

Section 1. UTCE State Organization. UTCE shall establish a committee of UTCE members in good standing to meet and confer with the Chancellor for discussion and mutual exchange of ideas regarding statewide matters which are considered significant by UTCE or the Employer. The Employer shall provide the facilities and set the time for such conferences to take place, and such conferences shall be held at least three (3) times per year and other dates as mutually agreed. The agenda will be prepared and distributed one (1) week in advance by the Chancellor or designee and will include all items submitted by Chancellor and UTCE.

Section 2. Access to Information. Within fourteen (14) calendar days of a request, the Employer will provide UTCE at state and local levels information available to it concerning the professional staffing and financial resources of the Minnesota State Colleges and Universities, including routine reports, registry of professional personnel, tentative budgetary requirements and allocations, agendas and minutes of Board meetings, names and addresses and position on the salary schedule of all

faculty members in the bargaining unit, and such other information pursuant to applicable state and federal statutes.

ARTICLE 12

Academic Freedom

Section 1. Policy. It shall be the policy of MnSCU to maintain and encourage full freedom, within the law, of inquiry, teaching and occupational research. The Employer shall not discriminate against a faculty member for engaging in political activities or holding or voicing political views so long as the exercise of this right does not interfere with her/his responsibility as a faculty member.

Section 2. Prohibition. The Employer shall not use any video, listening or recording devices except with the expressed written consent of the faculty member. The parties agree that the faculty member has the right to representation by UTCE prior to signing the written consent. Nothing herein shall be construed to preclude the recording of formal proceedings where a record or minutes are customarily maintained.

Section 3. Faculty Rights and Obligations. In the exercise of academic freedom, the faculty member may, without limitation, discuss her/his own subject in the classroom, but s/he should not introduce into her/his teaching controversial matter which is not related to her/his subject. The faculty member may not, however, claim as her/his right the privilege of persistently discussing in the classroom any matter which has no relation to the course subject. There is an obligation to respect the dignity of others, to acknowledge their right to express differing opinions and to foster and defend intellectual honesty, freedom of inquiry and instruction. A faculty member must follow course outlines as developed by and with her/his colleagues in the department(s). The faculty member shall have the right to freely discuss the faculty member's subject in teaching, to choose teaching methods consistent with available resources, to evaluate student performance, to select library and other educational materials consistent with available resources and to research results, subject to adequate performance of her/his academic duties. When a faculty member speaks, writes or endorses products or candidates as a citizen, s/he is obligated to make certain that such endorsements or statements imply no endorsement by the College.

Section 4. Teaching Materials. A single coordinated set of teaching materials to be purchased by students shall be collectively selected by the faculty members teaching the course at that campus.

ARTICLE 13

Customized Training

Section 1. Definition. Customized training is defined as:

- (1.) All hour-based instruction not offered for or directly transferable to college credit; or
- (2.) College credit courses offered under contract to a specific customer

Section 2. Customized Training Faculty.

Subd. 1. Status. Customized training faculty will be hired so long as they do not exceed 1000 hours of work in a fiscal year.

Subd. 2. Seniority. Customized training faculty cannot become permanent faculty or accrue seniority as provided in Article 27. A Customized training faculty assignment terminates at the end of the stated period and carries no implication of further employment.

Subd. 3. Limits. Bargaining unit members cannot assert seniority rights to customized training work.

Section 3. Special Considerations for Staffing Customized Training Courses.

Subd. 1. Customized Training Courses Subject to Special Considerations for Staffing. Only college courses for two (2) or more credits offered under a contract with a customer shall be subject to special considerations for staffing.

Subd. 2. Faculty Eligible for Special Considerations for Staffing Customized Training. Only qualified faculty members on layoff from or working less than 1.0 FTE at that College have special considerations for staffing customized training.

For purposes of this section, an “eligible” faculty member is defined as a faculty member who has recent relevant work experience or expertise in the specific content area to be covered in the customized training.

Subd. 3. Procedures for Special Considerations for Staffing Customized Training.

- (a.) **Posting:** The College will post available customized training courses for three (3) working days.
- (b.) **Faculty Expression of Interest:** Eligible faculty members shall have three (3) working

days from the initial date of posting to express in writing to the College designee their interest in teaching the course.

- (c.) **Right to Interview:** The most senior faculty member who is eligible according to Subd. 2 and who submits a timely written expression of interest in teaching the course shall have the opportunity to make a presentation to the customer (i.e. to be interviewed). The customer or its designee has the right to make the final decision about who shall teach the course and is not required to accept the interviewee. An exception to the right to interview will exist if the customer requests a specific instructor.

ARTICLE 14

Workload

Section 1. Basic Work Year.

Subd. 1. Duty Days. The academic calendar of each College shall be established by the College President. Prior to establishing or making changes in the calendar, the president shall place the subject of the academic calendar on the agenda of the Faculty Senate.

Faculty will have 175 duty days consisting of the following:

- (i.) 166 student contact days
- (ii.) Six (6) workshop or in-service days.
- (iii.) The remaining three (3) days to consist of projects or activities mutually agreed upon by the faculty member and College President or designee.

Subd. 2. Holidays. Except as noted below, no faculty members will be scheduled to work on the following holidays: New Year's Day, Martin Luther Kings's Birthday*, Presidents' Day*, Memorial Day, Independence Day, Labor Day, Veterans' Day*, Thanksgiving Day, Thanksgiving Friday*, Christmas Day, and any other holidays provided by statute. When any of the above holidays fall on Saturday, the preceding Friday shall be the holiday. When any of the above holidays fall on Sunday, the following Monday shall be the holiday.

*With mutual agreement between the UTCE Chapter and the College President, the College may designate alternate non-duty days for the observance of these days for the College and academic units, when such revisions are in the best interest of the College. With mutual agreement between the affected faculty member, the UTCE Chapter and the College President, the College may designate alternate non-duty days for the observance of these days for an individual faculty member(s) when such revisions are in the best interest of the College .

Subd. 3. Religious Holidays. Any faculty member who observes a religious holiday on a day that

does not fall on a Sunday or a legal holiday shall be entitled to such day off from his/her employment for such observance. Such day off shall be taken without pay except where the faculty member has unused personal leave, and in that case such day may be charged against the personal leave of the faculty member upon request of the faculty member. The faculty member shall inform the College administration at least ten (10) calendar days in advance of his/her intention to take the religious holiday off of work.

Subd. 4. State UTCE Meetings. The two (2) days when the state UTCE organization meets shall not be duty days.

Section 2. Workload Assignment.

Subd. 1. Work Week. It is recognized that full-time faculty members, including counselors and librarians, normally average forty (40) hours per week in carrying out their professional responsibilities and that part-time faculty members work a proportionate amount of time. The reference to forty (40) hours is a generalization intended for recognition of the many non-assignable duties that faculty members perform. It does not establish a threshold of maximum assignable hours. It is further recognized that a faculty member's work assignment includes a number of diverse professional responsibilities. Classroom teaching and other contacts with students form the core of the faculty work assignment. Faculty members will plan to engage in such activities as: student advising, course evaluation, classroom preparation, the evaluation of student performance, committee assignments, conferences, departmental meetings, curriculum/program review and revision, business and industry contacts, student recruitment, retention and placement, and staff meetings as part of their professional responsibilities. In regard to student advising, it is recognized that faculty will establish the necessary level of advising time to meet this obligation. Non-teaching activities may be completed off campus. This method of workload assignment is known as the "open campus" concept. The faculty are required to be on campus to cover their assigned classes. It is also recognized that the work assignments of part-time faculty include similar duties performed on a proportional basis.

- (a.) **Schedules.** It is understood that faculty members and the College administration shall work collaboratively in the development of schedules. Schedules for each faculty member shall be developed by that faculty member, in consultation with the College President or designee, and submitted to the College administration for approval and, if applicable, consolidation into a master schedule. In the case of multi-faculty programs, the faculty shall first work in consultation with each other to develop schedules prior to submitting them to the College administration.
- (b.) **Elapsed Time.** The work must be scheduled within an eight (8) hour continuous timespan between 7:00 a.m. and 10:00 p.m., Monday through Friday. Any variation of the continuous duty day or work week shall be by mutual agreement between the faculty member, UTCE Chapter and the College President or designee.

Subd. 2. Instructors.

- (a.) **Quarterly Workload 1997-98.** The instructional hour, credits taught, and overload compensation for a full-time faculty member shall be determined by past practices and the applications of the provisions of the 1993-95 contracts for each College except for those provisions which may be in conflict with the provisions of this agreement.
- (b.) **Semester Workload 1998-99.** A faculty member may be assigned an annual maximum of up to thirty-two (32) credits or up to twenty-seven (27) contact hours a week. Whenever either limit has been reached, the instructor may accept additional credit or contact hour assignments as overload. When making part-time faculty assignments, the credit/contact hour limitation shall be a proration of the FTE.
 - (i.) For purposes of calculating “student contact hours,” one (1) lecture credit equals one (1) weekly student contact hour and one (1) lab credit equals two (2) weekly student contact hours. Two (2) weekly student contact hours in any lab is equal to one (1) lab credit.
 - (ii.) Professional Accreditation Assignments: Programs that have professional accreditation requirements dictating extensive faculty monitoring of students on assignment outside the College, shall be administered in accordance with the language in Article 14, Section 3, Unique Assignments. Criteria such as the number of students served, number of credits, location of sites, number of visits required, and preparation for and evaluation of the educational experience will be considered when determining student contact hours.
 - (iii.) Internships: An internship shall include supervision of a planned educational experience in a work setting, and/or a supervised occupational experience, and/or a cooperative work experience. Programs that have students on these assignments outside the College shall be administered in accordance with the language in Article 14, Section 3., Unique Assignments. Criteria such as the number of students served, number of credits, location of sites, number of visits required, and preparation for an evaluation of the educational experience will be considered when determining student contact hours.

Subd. 3. Alternative Delivery. Whenever possible, the Administration will work cooperatively with faculty when assignments for distance learning, combined classes or flex labs are necessary.

- (a.) **Distance Learning.** The intent of distance learning, including telecourses, is to provide student access to instruction and services. Tapes or other materials developed expressly for distance learning by the faculty on their own time may not

be reused without the faculty members' permission. The faculty member shall not be responsible for maintenance of equipment. The terms of this contract shall apply to faculty that are providing such services.

- (b.) **Combined Classes.** This is an assignment to teach two (2) or more classes of different content at the same time. Workload for combined classes shall be based on the credit value of the course with the greatest number of credits.
- (c.) **Flex Labs/Individualized Instruction.** These courses are taught on an individualized basis. Workload is based on contact hours.

Subd. 4. Workload for Management Programs. The workload shall be determined by past practices and the application of the provisions of the 1993-95 contracts for each College except for those provisions which may be in conflict with the provisions of this agreement. A memorandum of agreement for the task force is Appendix A in the back of this contract. The Northland MOU for management programs Appendix B continues.

Subd. 5. Travel Time. Compensation for travel will be determined by the following:

- (a.) When a faculty member is assigned to travel between campuses or sites on the same day, the travel time shall be applied to the faculty member's student contact hours. The travel time shall be determined by dividing the number of miles between the work locations by fifty (50).
- (b.) When a faculty member is assigned to travel to different campuses or sites on alternating days, mileage compensation will be determined by Article 20, Section 2., for travel from the faculty member's permanent work location to and from the assigned location.

Section 3. Unique Assignments. A faculty member may be assigned duties that are not described in this agreement by mutual agreement between the faculty member, UTCE Chapter and the College President or designee. Credit/student contact hour equivalence for the assignment will be determined by the faculty member and the College administration before the assignment is made. The instructor's regular workload will be reduced by an equal number of credit/student contact hours. The College administration will schedule the unique assignment within the parameters described in this Article for work day, work week, and elapsed time except by mutual agreement between the faculty member and the College President or designee. If an overload condition is created, compensation shall be according to the overload calculation in Article 15.

ARTICLE 15

Salary

Section 1. Step Placement for New Hires. New faculty hired during the term of this agreement shall be assigned to a step determined to be appropriate by the President or designee of the College.

Section 2. Step Movement.

Subd. 1. Eligibility to Advance a Step. A faculty member must earn ten (10) salary units to advance one step on the salary schedule. At the beginning of the academic year 1998-99, all faculty members will automatically advance one (1) step in addition to steps earned prior to and subsequent to this step.

Subd. 2. Application of Salary units. A faculty member may earn salary units in the following manner.

- (a.) **Teaching Experience.** A faculty member on a continuous contract shall earn five (5) salary units for one full academic year of teaching experience, beginning with the 1996-97 academic year. Leaves of absence of greater than twelve (12) weeks shall not count as teaching for purposes of this Article.
- (b.) **College Credits.** A faculty member shall earn one salary unit for each pre-approved college quarter credit earned since July 1, 1995. (Note: one semester credit equals 1.5 quarter credit.)
- (c.) **Workshops and Seminars.** A faculty member shall earn one salary unit for each twelve (12) hours of pre-approved workshops or seminars attended since July 1, 1995.
- (d.) **Work Experience.** A faculty member shall earn one salary unit for each twenty-four (24) hours of pre-approved work experience worked since July 1, 1995.
- (e.) **Prior Unused Salary Units.** Professional development activities that occurred after July 1, 1993 and prior to July 1, 1997, and were acceptable for salary advancement under the provisions of preceding contracts, but not used, shall be carried forward and applied in accordance with the provisions of this agreement. All units earned under this provision must be used within seven (7) years of date earned.

Subd. 3. Limitations on Accrual of Salary Units. Unless salary units earned in accordance with Section 2, Subdivision 2 of this Article are applied to a pre-approved degree plan, salary units earned must be used within three (3) years of completion date.

- (a.) **College Credits, Workshops, or Seminars Paid for by the College.** If the College pays any of the cost for the faculty member earning college credits or attending workshops or seminars, such college credits, workshops, or seminars shall not earn salary units for advancement on the salary schedule. For purposes of this Article, if the faculty member uses tuition waiver to earn college credits, the College shall be deemed to have paid the cost of the course. These credits may not be applied toward step advancement. Also, if the faculty member attends a seminar or workshop during the duty day, the hours attended will not be eligible to earn salary units for step advancement unless the faculty member used a personal day.
- (b.) **Work Experience.** No more than three salary units of work experience may be earned in any one fiscal year. Business/Industry internships for which the faculty member receives compensation from the College shall not earn salary units for advancement.
- (c.) **Prior Approval.** In order to earn salary units for advancement on the salary schedule, all college credits and workshop, seminar, and work experience hours must be approved prior to taking the college course, workshop, seminar or fulfilling the work experience. Faculty must earn a grade “C”, “Pass”, or “Satisfactory” or higher in any college course in order to earn salary units for salary schedule advancement for that course.

Subd. 4. Limitation on Application of Salary units.

- (a.) **Workshops and Seminars.** For each step, a faculty member may use a maximum of three (3) salary units earned for attending workshops and seminars.
- (b.) **Work Experience.** For each step, a faculty member may use a maximum of three (3) salary units earned for work experience.

Subd. 5. Limitation on Number of Steps Earned in an Academic Year.

- (a.) **Maximum Number of Steps Per Year.** A faculty member may advance no more than two (2) steps on the salary schedule in any one academic year.
- (b.) **Maximum Number of Steps in Two Consecutive Years.** A faculty member may not advance more than three (3) steps on the salary schedule in any two consecutive academic years. The automatic 1998-99 step advancement will not be counted as one of these steps.
- (c.) **Status of Salary Schedule.** If negotiations for a successor contract are not completed at the commencement of the 1999-00 academic year, no adjustment shall

be made in any faculty member's step placement on the salary schedule prior to ratification of a successor contract.

Subd. 6. Frequency of Step Advancement. A faculty member's placement will be modified to reflect steps earned twice every academic year, effective at the beginning of fall quarter or semester and on January 15 or the beginning of the winter semester. Verification of workshop, seminar or work experience hours or college credits earned must be submitted by the faculty member to the College President or designee no later than October 1 and January 15 of each year. The burden of proof for all college credits or workshop, seminar or work experience hours lies with the faculty member, and this proof must be in the form of a transcript, grade report, or workshop, seminar, or work experience verification. College credits and workshop, seminar or work experience hours submitted after October 1, even though otherwise qualifying to earn salary units, shall not be considered until the following January 15 and credits and hours submitted after January shall not be considered until the following October 1.

Section 3. Salary Schedule. The salary schedule for the 1997-98 academic year, to be effective July 1, 1997, shall be as follows:

<u>STEP</u>	<u>SALARY</u>
1	22,050
2	23,050
3	24,050
4	25,050
5	26,050
6	27,050
7	28,050
8	29,050
9	30,050
10	31,050
11	32,050
12	33,050
13	34,050
14	35,050
15	36,050
16	37,050
17	38,050
18	39,050
19	40,050
20	41,050
21	42,050
22	43,050
23	44,050
24	45,050
25	46,050

26	47,050
27	48,050
28	49,050
29	50,050
30	51,050
31	52,050
32	53,050
33	54,050
34	55,050
35	56,050
36	57,050
37	58,050
38	59,050

Effective July 1, 1998, Faculty members who are on steps 1 through 5 on the 1997-1998 salary schedule, shall be moved to step 6 of the 1998-1999 salary schedule.

The salary schedule for the 1998-99 academic year shall be as follows:

<u>STEP</u>	<u>SALARY</u>
6	27,275
7	28,050
8	29,050
9	30,050
10	31,050
11	32,050
12	33,050
13	34,050
14	35,050
15	36,050
16	37,050
17	38,050
18	39,050
19	40,050
20	41,050
21	42,050
22	43,050
23	44,050
24	45,050
25	46,050
26	47,050
27	48,050
28	49,050
29	50,050
30	51,050
31	52,050

32	53,050
33	54,050
34	55,050
35	56,050
36	57,050
37	58,050
38	59,050

On September 1, 1998, the faculty members on steps 37 and 38 will receive a one-time payment of five hundred dollars \$500 - not to be included in the base salary.

Section 4. Degree Completion Incentive. Effective 1998-99 academic year, faculty members who submit, have approved and successfully complete a college degree plan shall, upon proof of completion be compensated in the following manner:

- (a.) BA/BS - one thousand four hundred dollars (\$1,400)
- (b.) Masters - one thousand four hundred dollars (\$1,400)
- (c.) Doctorate - one thousand four hundred dollars (\$1,400)

Section 5. Customized Training Instructors. The compensation for customized training faculty, as defined in Article 13, Section 1, shall be determined on a case-by-case basis.

Section 6. Adjunct Faculty. Any adjunct faculty hired on a course-by-course basis and not on a continuous contract shall be compensated at a rate of three hundred and fifty dollars to seven hundred and one dollars (\$350 - \$701) per quarter credit taught or five hundred and twenty-five dollars to one thousand fifty dollars (\$525 - \$1050) per semester credit taught. If the .33 threshold is met any time during the term by a faculty member, the pro-rated compensation shall be retroactive to the beginning of the term.

Section 7. Student Activity Assignments. Assignment to student activities that are not part of the regular curriculum shall be by mutual agreement between the faculty member and the administration. Compensation for such assignment shall be paid according to the following chart. Release time may be mutually agreed upon between the faculty member, the UTCE Chapter and the College President or designee.

<u>Assignment</u>	<u>Compensation</u>
Interscholastic Sports and Campus Club Advisors	Not less than \$500
Cheerleader Advisor	Not less than \$175
Student Senate Advisor	\$1,400
Supervision of a student club activity on a night or weekend	\$90 per day plus expenses

To qualify for the ninety dollar (\$90) per diem compensation, the following conditions must be met:

- (a.) The faculty member must complete and have administrative pre-approval of a student activity assignment form.
- (b.) The faculty member must be involved in a pre-approved state or national vocational student organization activity.

- (c.) The faculty member must be involved in a pre-approved student contact/direction activity.
- (d.) The faculty member must be spending the night until 6:00 a.m.

Section 8. Substitute Pay.

- (a.) The compensation for short-term substitute assignments shall be determined by the College administration.
- (b.) Long-term substitute instructors are those who teach in excess of thirty consecutive days. They shall be placed on the salary schedule in accordance with this Article.

Section 9. Overload Pay. Overload pay will be compensated pro rata based on the faculty member's base salary

Section 10. Extended Contracts. Extended contracts will be compensated pro rata based on the faculty member's base salary.

Section 11. Summer Session. Summer sessions commencing prior to July 1, shall be compensated based on the previous academic year base salary. Summer sessions commencing on or after July 1, shall be compensated based on the subsequent academic year base salary.

Section 12. Distance Learning. The terms of this contract shall apply to faculty that are providing such services.

Section 13. Life/Work Experience Evaluation. 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 ten dollars (\$10) per lecture credit and twenty dollars (\$20) per lab credit.

Section 14. Test Outs. 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 ten dollars (\$10) per lecture credit and twenty dollars (\$20) per lab credit

Section 15. Degree Plans. The College administration shall develop and disseminate guidelines for submission and approval of College degree completion plans.

Section 16. Independent Study. Independent study has no formalized lectures or labs and is available by arrangement with an instructor. A faculty member who agrees to accept additional independent study as overload shall be paid at the rate of fifty dollars (\$50) per quarter credit or seventy-five dollars (\$75) per semester credit, for each student credit.

ARTICLE 16

Payroll and Dues Deduction

Section 1. Pay Period. Employees will be paid the total amount due in biweekly installments according to the pay option described in subdivision 1, subdivision 2 or subdivision 3 of this section, as selected by the employee. Pay dates occur every other week and are ten (10) days after the end of the pay period in which the work was completed.

Subd. 1. Additional Assignments. Additional assignments, i.e. overload, extended contract, weekend workshop, will be paid according to one of the payment methods in this subdivision, when the start and end dates of the assignment are known. The employee may select either a lump sum payment payable upon completion of the work, or installments that span the length of the work performed.

Subd. 2. Temporary Employees. Temporary employees with a minimum of a one quarter or one semester appointment, will be paid in biweekly installments. Paychecks will begin the pay day following the pay period in which the first day of work occurred. The final paycheck will be received on the pay day immediately following the pay period in which the final day of work occurs.

Subd. 3. Contracted Employees. Full time and part time annual contract employees as defined in this Agreement, will be paid the total amount due in biweekly installments. Paychecks will begin the pay day following the pay period in which the first day of work occurred. Paychecks will be in installments according to one of the following:

- (a.) A nine (9) or ten (10) month paycheck option in which the final paycheck will be received on the pay day immediately following the pay period in which the final day of work occurs.
- (b.) A twelve (12) month paycheck option in which the final paycheck will be received in the payroll period of a biweekly sequence beginning with the first day of work and ending with the last day immediately prior to the succeeding pay year.

Section 2. Dues Check-Off. The Employer agrees to cooperate with the Department of Finance and UTCE in facilitating the deduction of membership dues established by UTCE from the salary of each faculty member who has authorized such deduction in writing.

Subd. 1. The Employer will deduct dues from each paycheck in equal installments for a duration and in an amount determined by UTCE.

Subd. 2. The aggregate of the deductions of all faculty members shall be remitted together with an itemized statement to the UTCE office no later than 15 days following the end of each payroll period.

Section 3. Fair Share Check-off. In accordance with Minnesota Statute 179A.06, Subd. 3, the Employer will deduct a fair share fee for each faculty member who is not a member of UTCE.

Section 4. Indemnity. UTCE agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer by a faculty member as a result of any action taken or not taken in accordance with the provisions of Section 5 of this Agreement.

Section 5. Faculty Member Lists. The Employer shall notify the UTCE President or designee of all faculty members added to or removed from the biweekly payroll. The biweekly personnel status report shall be transmitted to the UTCE President or designee in a mutually agreed to format no later than one week following the end of each payroll period. Where no such personnel transactions have taken place, the report shall so state.

ARTICLE 17

Insurance

Section 1. State Employee Group Insurance Program. During the life of this Agreement, the Employer agrees to offer a Group Insurance Program that includes health, dental, life, and disability coverages equivalent to existing coverages, subject to the provisions of this Article. All insurance eligible employees will be provided with a Summary Plan Description describing these coverages. Such Summary Plan Description shall be provided no less than biennially and prior to the beginning of the insurance year. New insurance eligible employees shall receive a Summary Plan Description within thirty (30) days of their date of eligibility.

Section 2. Eligibility for Group Participation. This section describes eligibility to participate in the Group Insurance Program.

Subd. 1. Employees - Basic Eligibility. Permanent employees may participate in the Group Insurance Program if they are employed on the basis of at least fifty percent (50%) of a full-time work assignment, as defined in Article XIV. Coverage will terminate at the end of the payroll period of the effective date of resignation, termination or non-renewal.

Subd. 2. Employees - Special Eligibility. The following employees are also eligible to participate in the Group Insurance Program.

- (a.) **Employees with a Work-related Injury/Disability.** An employee who was off the payroll due to a work-related injury or a work-related disability may continue to participate in the Group Insurance Program as long as such employee receives workers' compensation payments or while the workers' compensation claim is pending.

- (b.) **Totally Disabled Employees.** Consistent with Minnesota Statute 62A.148, certain totally disabled employees may continue to participate in the Group Insurance Program.
- (c.) **Retired Employees.** An employee who retires from State service, is not eligible for regular (non-disability) Medicare coverage, has five (5) or more years of allowable pension service, and meets the age or length of service requirements of TRA or MSRS (thirty (30) years service, no age limit; or fifty-five (55) years of age, not less than three (3) years of service; or Rule of Ninety (90), and is entitled at the time of retirement to immediately receive an annuity under a retirement program, may continue to participate in the health and dental coverages offered through the Group Insurance Program. Pension service includes service from K-12, Joint Vocational, or Intermediate District.

Consistent with Minnesota Statute 43A.27, Subd. 3, a retired employee who receives an annuity under a retirement program may continue to participate in the health and dental coverages offered through the Group Insurance Program. Retiree coverage will be coordinated with Medicare.

- (d.) **Summer Coverage - Temporary Employees.** An employee on a temporary appointment who is eligible to participate in the Group Insurance Program continues that eligibility during the summer if notice has been received from the Employer by May 31 of each year that the employee will be rehired in an insurance eligible position for the subsequent fall quarter.
- (e.) **Education Leave.** For the duration of this agreement, an employee who is eligible to participate in the Group Insurance Program immediately prior to taking an education leave continues that eligibility during the education leave.
- (f.) **Employees on Unpaid Leaves of Absence.** An employee who is eligible to participate in the Group Insurance Program immediately prior to taking an unpaid leave of absence continues that eligibility during the unpaid leave of absence.

Subd. 3. Dependents. Eligible dependent for the purpose of this Article are as follows:

- (a.) **Spouse.** The spouse of an eligible employee (if not legally separated). For the purposes of health insurance coverage, if that spouse works full-time for an organization employing more than 100 people and elects to receive either credits or cash (1) in place of health insurance or health coverage or (2) in addition to a health plan with a seven hundred and fifty dollars (\$750) or greater deductible through his/her employing organization, he/she is not eligible to be a covered dependent for the purposes of this Attachment. If both spouses work for the State or another organization participating in the State's Group Insurance Program, neither spouse may be covered as a dependent by the other, unless

one spouse is not eligible for a full Employer contribution as defined in Section 3., Subd. 1. (a.)

- (b.) **Children and Grandchildren.** An eligible employee's unmarried dependent children and unmarried dependent grandchildren: (1) through age eighteen (18); or (2) through age twenty-four (24) if the child or grandchild is a full-time student at an accredited educational institution; or (3) a child or grandchild, regardless of age or marital status, who is incapable of self-sustaining employment by reason of mental retardation, mental illness, or physical disability and is chiefly dependent on the employee for support. The handicapped dependent shall be eligible for coverage as long as s/he continues to be handicapped and dependent, unless coverage terminates under the contract.

“Dependent Child” includes an employee's (1) biological child, (2) child legally adopted by or placed for adoption with the employee, (3) foster child, and (4) step child. To be considered a dependent child, a foster child must be dependent on the employee for his/her principal support and maintenance and be placed by the court in the custody of the employee. To be considered a dependent child, a step child must maintain residence with the employee and be dependent upon the employee for his/her principal support and maintenance.

If both spouses work for the State or another organization participating in the State's Group Insurance Program, either spouse, but not both, may cover their eligible dependent children and grandchildren. This restriction also applies to two divorced, legally separated, or unmarried employees who share legal responsibility for their eligible dependent children or grandchildren.

Subd. 4. Continuation Coverage. Consistent with state and federal laws, certain employees, former employees, dependents, and former dependents may continue group health, dental, and/or life coverage at their own expense for a fixed length of time. As of the date of this Agreement, state and federal laws allowed certain group coverage's to be continued if they would otherwise terminate due to:

- termination of employment (except for gross misconduct);
- layoff;
- reduction of hours to an ineligible status;
- dependent child becoming ineligible due to change in age, student status, marital status, or financial support (in the case of a foster child or stepchild);
- death of employee; or
- divorce

Section 3. Eligibility for Employer Contribution. This section describes eligibility for an Employer Contribution toward the cost of coverage.

Subd. 1. Full Employer Contribution - Basic Eligibility. The following employees covered by this Agreement receive the full Employer Contribution:

- (a.) Employees who are appointed for at least seventy-five percent (75%) of a full-time work assignment receive the full Employer contribution.

Subd. 2. Partial Employer Contribution - Basic Eligibility. The following employees covered by this Agreement receive the full Employer Contribution for basic life coverage, and at the employee's option, a partial Employer Contribution for health and dental coverage. The partial Employer Contribution for health and dental coverage is fifty percent (50%) of the full Employer Contribution.

- (a.) **Part-time Employees.** Employees who hold part-time, unlimited appointment of at least fifty percent (50%) of a full-time assignment but less than seventy-five percent (75%) of a full-time work assignment.

Subd. 3. Special Eligibility. The following employees also receive an Employer Contribution:

- (a.) **Employees On Layoff.** An employee who receives an Employer contribution, who has three (3) or more years of continuous service, and who has been placed on layoff, remains eligible for an Employer contribution and all other benefits provided by this Master Agreement for a period of six (6) months from the date of layoff.
- (b.) **Work-related Injury/Disability.** An employee who receives an Employer Contribution and who is off the State payroll due to a work-related injury or a work-related disability remains eligible for an Employer Contribution as long as such an employee receives workers' compensation payments. If such employee ceases to receive workers' compensation payments for the injury or disability and is granted a disability leave under provision(s) of the applicable Master Agreement, s/he shall be eligible for an Employer Contribution during that leave.
- (c.) **Summer Coverage - Temporary Employees.** An employee on a temporary assignment who is eligible for an Employer contribution continues to receive the Employer contribution during the summer if notice has been received from the Employer by May 31 of each year that the employee will be rehired in an insurance eligible position for the subsequent fall quarter.
- (d.) **Education Leave.** For the duration of this Agreement, an employee who is eligible for an Employer contribution immediately prior to taking an education leave continues that eligibility during the education leave.

Subd. 4. Maintaining Eligibility for Employer Contribution.

- (a.) **General.** An employee who receives a full or partial Employer Contribution maintains that eligibility as long as the employee meets the Employer Contribution eligibility requirements, and appears on a State payroll for at least one (1) full working day during each payroll period. This requirement does not apply to employees who receive an Employer Contribution while eligible for workers' compensation payments as described in Section 3., Subd. 3., (b.).
- (b.) **Unpaid Leave of Absence.** If an employee is on an unpaid leave of absence, then vacation leave, compensatory time, or sick leave cannot be used for the purpose of maintaining eligibility for an Employer Contribution by keeping the employee on a State payroll for one (1) working day per pay period.
- (c.) **Academic Year Employment.** When employees are employed on a basis of an academic year and such employee contemplates absence from the State payroll during the summer months or vacation periods scheduled by the Appointing Authority which occur during the regular school year, the employee shall nonetheless remain eligible for an Employer Contribution, provided that the employee appears on the regular payroll for at least one (1) working day in the payroll immediately preceding such absences.
- (d.) An employee who is on an approved FMLA leave or on a voluntary reduction in hours as provided elsewhere in this agreement maintains their eligibility.

Section 4. Amount of Employer Contribution. For employees eligible for an Employer Contribution as described in Section 3, the amount of the Employer Contribution will be determined as follows; beginning on December 24, 1997. The Employer contribution amounts and rules in effect on June 10, 1997, will continue through December 23, 1997.

Subd. 1. Contribution Formula - Health Coverage.

- (a.) **Employee Coverage.** For employee health coverage, the Employer contributes an amount equal to the lesser of one hundred percent (100%) of the employee-only premium of the Low-Cost Health Plan, or the actual employee-only premium of the health plan chosen by the employee.
- (b.) **Dependent Coverage.** For dependent health coverage, the Employer contributes an amount equal to the lesser of ninety percent (90%) of the dependent premium of the Low-Cost Health Plan, or the actual dependent premium of the health plan chosen by the employee.

- (c.) **Low-Cost Health Plan.** For the purposes of Section 4., Subd. 1. “Low-Cost Health Plan” means the health plan with: (1) the lowest family premium rate; and (2) operating in the county of the employee’s permanent work location. “Family premium” is the total of the employee premium and the dependent premium.

The Low-Cost Health Plan for each county for the 1998 insurance year is listed in Addendum C. During the 1998 insurance year, the list may be changed only if the Low-Cost Health Plan no longer operates in a county.

- (d.) **Low Cost Health Plan Determination 1999.** The list for the 1999 insurance year shall be established in accordance with the following procedures:

1. At least twelve (12) weeks prior to the open enrollment period for the 1999 insurance year, the Employer shall meet and confer with the Joint Labor/Management Committee on Health Plans in an attempt to reach agreement on the low-cost health plan for each county.
2. If no agreement is reached within five (5) working days, the Employer and the Joint Labor/Management Committee on behalf of all of the exclusive representatives shall submit counties in dispute to a mutually agreed upon neutral expert in health care delivery systems for final and binding resolution. The only counties that may be submitted for resolution by this process are those in which, since the list for the 1996 insurance year was negotiated, one or more of the following has occurred:
 - changes in the network of one or more of the plan offered;
 - changes in premium amounts affecting which plan is low cost;
 - The addition or deletion of carriers affecting which plan is low cost.
3. Absent agreement on a neutral expert the parties shall select an arbitrator from a list of five (5) arbitrators supplied by the Bureau of Mediation Services. The parties shall flip a coin to determine who strikes first. One-half of the fees and expenses of the neutral shall be paid by the Employer and one-half by the exclusive representatives. The parties shall select a neutral within five (5) working days after no agreement is reached, and a hearing shall be held within fourteen (14) working days of the selection of the neutral.
4. The decision of the neutral shall be issued within two (2) working days after the hearing.

- (e.) **Employee Work Location.** The Employer Contribution for each employee is based on the employee’s permanent work location on the effective date of each new insurance year.

If the health plan an employee is enrolled in is not available at the permanent work location, then the Employer Contribution changes to the amount in effect at the permanent work location.

Subd. 2. Contribution Formula - Dental Coverage.

- (a.) **Employee Coverage.** For employee dental coverage, the Employer contributes an amount equal to the lesser of one hundred percent (100%) of the employment premium of the State Dental Plan, or the actual employee premium of the dental plan chosen by the employee.
- (b.) **Dependent Coverage.** For dependent dental coverage, the Employer contributes an amount equal to the lesser of fifty percent (50%) of the dependent premium of the State Dental Plan, or the actual dependent premium of the dental plan chosen by the employee.

Subd. 3. Contribution Formula - Basic Life Coverage. For employee basic life coverage and accidental death and dismemberment coverage, the Employer contributes one hundred percent (100%) of the cost.

Section 5. Coverage Changes and Effective Dates.

Subd. 1. When Coverage May Be Chosen. All employees must make their choice of plans and choice of employee health and dental plans and dependent coverage (if applicable) within sixty (60) calendar days of the date of initial appointment to an insurance eligible position. When health and dental coverage are elected, the employee will automatically be enrolled in basic life coverage. Employees eligible for a partial Employer contribution may elect health and dental coverage within sixty (60) calendar days of initial employment or during an open enrollment period. Employees who become eligible for a full Employer contribution must make their choice of employee and dental plans and dependent coverage within sixty (60) calendar days of becoming eligible or be enrolled in the low cost in the county of the employee's work location.

Subd. 2. Initial Effective Date. The initial effective date of coverage under the Group Insurance Program is the first day of the first payroll period beginning on or after the 28th calendar day following the employees' first day of employment, re-employment, re-hire, or reinstatement with the State. An employee must be actively at work on the initial effective date of coverage, except that an employee who is on paid leave on the date State-paid life insurance benefits increase is also entitled to the increased life insurance coverage. In no event shall an employee's dependents coverage become effective before the employee's coverage.

Subd. 3. Changing Coverage - All Employees. An employee may change his/her health or dental plan if the employee changes to a new permanent work location, and the employee's current plan is

not available at the new work location. An employee who receives notification of a work location change between the end of their initial enrollment period and the beginning of the next insurance year, may change his/her health or dental plan within thirty (30) calendar

days of the date of the relocation under the same provisions accorded during the last open enrollment period.

An employee may also add dependent health or dental coverage following the birth of a child or dependent grandchild, or following the adoption of a child.

An employee may add dependent health or dental coverage within thirty (30) calendar days after the following events:

- (a.) If an employee becomes married, the employee may add his/her spouse and any dependent children/grandchildren.
- (b.) If the employee's spouse loses group health or dental coverage, the employee may add his/her spouse and any dependent children/grandchildren.
- (c.) When an employee acquires their first dependent child, grandchild, or step child, the employee may add dependent coverage to cover both the child and the employee's spouse.

Subd. 4. When Coverage May Be Canceled.

- (a.) An employee may cancel dependent health or dental coverage outside of open enrollment only in the case of certain life events that are consistent with the request to cancel coverage. The request to cancel coverage must be made within sixty (60) days of the event. Life events include, but are not limited to:
 - loss of dependent status of a sole dependent;
 - death of a sole dependent;
 - divorce;
 - change in employment condition of an Employer or spouse; and
 - a significant change of spousal insurance coverage (cost of coverage is not significant change).
- (b.) Dependent health or dependent dental coverage may also be canceled during the open enrollment period that applies to each type of plan for any reason.
- (c.) A part-time employee may also cancel employee coverage within sixty (60) days of when

one of these same life events occurred.

- (d.) Cancellation will take effect on the first day of the pay period coinciding with or next following the date of the application to cancel coverage, or the loss of eligible dependent status.

Subd. 5. Delay in Coverage Effective Date.

- (a.) **Health, Dental and Basic Life.** Except for dependent coverage for newborn children, handicapped dependents as defined in Minnesota 62A.14 and 62A.141 and children placed for the purpose of adoption, the effective date of initial coverage or a change in coverage is delayed in the event that, on the date coverage would otherwise be effective, an employee or his/her dependent is hospitalized. Initial coverage for a newborn child is not affected by the child's hospitalization. In all other cases, coverage does not begin or change until the beginning of the first payroll period following the employee's or dependent's hospital discharge. However, initial employee-only coverage may begin if the employee's dependent is hospitalized.

The effective date of a change in coverage is not delayed in the event that, on the date the coverage change would be effective, an employee is on an unpaid leave of absence or layoff.

- (b.) **Optional Life and Disability Coverages.** In order for coverage to become effective, the employee must be active in payroll status and not using sick leave on the first day of the pay period coinciding with or next following approval by the insurance company. If it is an open enrollment period, coverage may be applied for but will not become effective until the first day of the pay period coinciding with or next following the employee's return to work.

Subd. 6. Open Enrollment.

- (a.) **Frequency and Duration.** There shall be an open enrollment period for health coverage in each year of this Collective Bargaining Agreement, and for dental coverage in the first year of this Collective Bargaining Agreement. Open enrollment periods shall last a minimum of thirty (30) calendar days. Open enrollment changes become effective on December 24, 1997 in the first year of this Agreement, and on January 6, 1999 in the second year of this Agreement..
- (b.) **Eligibility to Participate.** An employee eligible to participate in the State Employee Group Insurance Program, as described in Section 2., Subd. 1. and Subd. 2, may

participate in open enrollment. In addition, a person in the following categories may as allowed in Section 5., Subd. 5. (a.) above, make certain changes. (1) a former employee or dependent on continuation coverage, as described in Section 2., Subd. 4., may change plans or add coverage for health and/or dental plans on the same basis as active employees; and (2) an early retiree, prior to becoming eligible for Medicare, may change health and/or dental plans as agreed to for active employees, but may not add dependent coverage.

- (c.) **Materials for Employee Choice.** Each year prior to open enrollment in 1995, the

Appointing Authority will give eligible employee the information necessary to make open enrollment selections. Employees will be provided a statement of his/her current coverage each year of the contract.

Subd. 7. Coverage Selection Prior to Retirement. An employee who retires and is entitled to receive an annuity under a State retirement program may change his/her health or dental plan during the sixty (60) calendar day period immediately preceding the date of retirement. The employee may not add dependent coverage during this period. The change takes effect on the first day of the first pay period beginning after the date of retirement.

Section 6. Basic Coverage.

Subd. 1. Employee and Family Health Coverage.

- (a.) **Coverage Options.** Eligible employees may select coverage under one of the health plans offered by the Employer, including maintenance organization plans, the State Health Plan, or other health plans. Coverage offered through health maintenance organization plans is subject to change during the life of this Collective Bargaining Agreement upon action of the health maintenance organization and approval of the Employer after consultation with the Joint Labor/Management Committee on Health Plans. However, actuarial reductions in the level of HMO coverage effective during the term of this Collective Bargaining Agreement, including increases in co-payments, requires approval of the Joint Labor/Management Committee on Health Plans. Coverage offered through the State Health Plan is determined by Section 6., Subd. 1., (b.).
- (b.) **Coverage Under the State Health Plan.** From July 1, 1997 through December 23, 1997, coverage under the State Health Plan Point of Service and State Health Plan Select (hereinafter referred to as SHPPOS and SHPS, respectively) will continue at the level in effect on June 30, 1997. Effective December 24, 1997, SHPPOS and SHPS will cover allowable charges for the following eligible services subject to the co-payments and coverage limits stated. Services provided through both plans are subject to their managed care procedures and principles, including standards of medical necessity and appropriate practice.
- (1). **Services received from, or authorized by a primary care physician within the primary care clinic. State Health Plan Point of Service (SHPPOS) and State Health Plan Select (SHPS).**

The following health care services under SHPPOS and SHPS shall be received from, or authorized by a primary care physician within the primary care clinic. The primary care clinic shall be selected from approved clinics in accordance with SHPPOS and SHPS administrative

procedures. Higher out-of-pocket costs as described in Section 6., Subd. 1., (b.) (2.) apply to the following services if not received from, or authorized by, a primary care physician within the primary care clinic.

- Inpatient hospital services. One hundred percent (100%) coverage.
- Outpatient surgery center services. One hundred percent (100%) coverage.
- Home health services. One hundred percent (100%) coverage up to a maximum of five thousand (\$5,000) eligible expenses per person per year.
- X-rays and laboratory tests. One hundred (100%) percent coverage.
- Preventive care. One hundred percent (100%) coverage.
- Physicians services. One hundred percent (100%) coverage.
- Durable medical equipment. Eighty percent (80%) coverage.

- (2.) **Services not authorized by a primary care physician within the primary care clinic.** Coverage under this Section 6., Subd. 1., (b.) (2.) is only available to individuals who elect SHPPOS coverage and then only under the terms and conditions outlined in the Certificate of Coverage.

For services under Section 6., Subd. 1., (b.) (2.) which are not authorized by a primary care physician within the primary care clinic in the 1998 and 1999 insurance years:

- C there is a three hundred fifty dollars (\$350) deductible per person with a maximum deductible per family of seven hundred dollars (\$700).

After deductible is satisfied, seventy percent (70%) coverage up to a maximum annual co-payment of:

- C three thousand dollars (\$3,000) per person and six thousand dollars (\$6,000) per family

These deductibles and co-payments are separate from the deductibles and co-payments for authorized services under Section 6., Subd. 1., (b.) (1.).

- (3.) **Special Service networks (applies to SHPPOS and SHPS).**

The following services must be received from Special Service network provide

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order to
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covered.
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- (a.) **Mental health services - inpatient and outpatient.** One hundred percent (100%) coverage (up to three hundred and sixty-five (365) days for inpatient services). No coverage for services obtained from out-of-network providers under SHPS. Out-of-network services are available under SHPPOS according to the terms of the Certificate of Coverage. Services need not be authorized by a primary physician within the primary care clinic.
- (b.) **Chemical dependency services - Inpatient and outpatient.** One hundred percent (100%) percent coverage (up to 365 days for inpatient services. No coverage for services obtained from out-of-network providers under SHPS. Out-of-network services are available under SHPPOS according to the terms of the Certificate of Coverage. Services need not be authorized by a primary physician within the primary care clinic.
- (c.) **Chiropractic services. One hundred percent (100%) coverage.** No coverage for services obtained from out-of-network providers. Services need not be authorized by a primary care physician within the primary care clinic.
- (d.) **Transplant coverage.** SHPPOS and SHPS shall provide transplant coverage as specified in their respective Certificate of Coverage. No coverage for services obtained from out-of-network providers.

Referrals for eligible transplant services must be authorized by a primary care physician within the primary care clinic.
- (e.) **Cardiac services.** No coverage for non-emergency cardiac services obtained from out-of-network providers. Referrals for services must be authorized by a primary care physician within the primary care clinic.
- (f.) **Home Infusion Therapy.** SHPPOS and SHPS shall provide Home Infusion Therapy coverage as specified in their respective Certificates of Coverage. No coverage for services obtained from out-of-network providers. Referrals for eligible Infusion Therapy services must be authorized by a primary care physician within the primary care clinic.
- (g.) **Hospice Benefit.** One hundred (100) percent coverage for services obtained from in-

network providers. Seventy (70) percent coverage for services obtained from out-of-network providers under SHPPOS.

(4.) **Services not requiring authorization by a primary care physician within the primary care clinic.**

The following services do not require authorization by a primary care physician within the primary care clinic in order to be covered.

(a.) **Prescription drugs.**

- C Insulin will be treated as a prescription drug subject to a separate co-pay for each type prescribed.
- C If the subscriber chooses a brand name drug when a bio-equivalent generic drug is available, the subscriber is required to pay the standard co-payment plus the difference between the cost of the brand name drug and the generic.

(1.) **SHPS. Prescription drugs.** For the 1998 and 1999 insurance years:

- C eight dollars (\$8) co-payment per prescription or refill for a formulary drug dispensed in a thirty four (34) day supply.
- C all diabetic supplies, including test tapes and syringes, are covered under the durable medical equipment benefit at eighty percent (80%) and are not subject to the thirty four (34) day or one hundred (100) unit dispensing limitation.

(2.) **SHPPOS.** For the 1998 and 1999 insurance years:

- C eight dollars (\$8) co-payment per prescription or refill for a formulary drug dispensed in a thirty four (34) day supply, or a one hundred (100) day supply for approved maintenance drugs;
- C fourteen dollar (\$14) for non-formulary drugs; one hundred (100) percent coverage after co-payment.
- C A prescription for a non-formulary drug will be treated as formulary if the physician has written Dispense as Written (DAW) on the prescription.

Diabetics may purchase necessary syringes and test tapes for the standard prescription co-payment identified in the above paragraph for a thirty-four (34) day or one hundred

(100) unit supply for each product, whichever is greater.

- (b.) **Eye exams.** SHPPOS and SHPS. One hundred (100) percent coverage. (Limited to one routine examination per year.)
- (c.) **Outpatient emergency and urgicenter services. SHPPOS and SHPS.** Thirty dollars (\$30) co-payment per visit for outpatient emergency visits and fifteen dollar (\$15) co-payment per visit for urgicenter visits that do not result in hospital admission within twenty-four (24) hours; one hundred (100) percent coverage thereafter.
- (d.) **Ambulance. SHPPOS and SHPS.** Eighty percent (80%) coverage for eligible expenses. (Air ambulance paid to ground ambulance coverage limit only, unless ordered “first response” or if air ambulance is the only medically acceptable means of transport as certified by the attending physician.)
- (1.) **Lifetime maximum. SHPPOS and SHPS.** Coverage under the State Health Plan is subject to a per-person lifetime maximum. The lifetime maximum is two million dollars (\$2,000,000) except for services not authorized by a primary care physician within the primary care clinic (SHPPOS) where the five hundred thousand dollar (\$500,000) lifetime maximum remains. The lifetime maximum for services under Section 6., Subd. 1. (b.)(2.) is limited to five hundred thousand dollars (\$500,000). The five hundred thousand dollar (\$500,000) maximum which applies under Section 6., Subd. 1. (b.)(2.) is part of, and not in addition to, the two million dollar (\$2,000,000) lifetime plan maximum.
- (e.) **Coordination with Workers’ Compensation.** When an employee has incurred an on-the-job injury or an on-the-job disability and has filed a claim for worker’s compensation, medical costs connected with the injury or disability shall be paid by the employee’s health plan, pursuant to M.S. 176.191, Subd. 3.
- (f.) **Health Promotion and Health Education.** Both parties to this Agreement recognize the value and importance of health promotion and health education programs. Such programs can assist employees and their dependents to maintain and enhance their health, and to make appropriate use of the health care system. To work toward these goals:
 - (1.) **Develop Programs.** The Employer will develop and implement health promotion and health education programs, subject to the availability of resources. Each Appointing Authority will develop a health promotion and health education program consistent with the Department of Employee Relations policy. Upon request of any exclusive representative in an agency, the Appointing Authority shall jointly meet and confer with the exclusive representative(s) and may include other interested exclusive

representatives.

Agenda items shall include but not be limited to smoking cessation, weight loss, stress management, health education/self-care, and education on related benefits provided through the State Health Plan and HMO plans.

- (2.) **Health Plan specifications.** The Employer will require health plans participating in the Group Insurance Program to develop and implement health promotion and health education programs for State employees and their dependents.

- (3.) **Employee Participation.** The Employer will assist employees' participation in health promotion and health education programs.

Health promotion and health education programs that have been endorsed by the Employer (Department of Employee Relations) will be considered to be non-assigned job-related pursuant to Administrative Procedure 21B. Approval for this training is at the discretion of the Appointing Authority and is contingent upon meeting staffing needs in the employee's absence and the availability of funds. Employees are eligible for release time, tuition reimbursement, or a pro rata combination of both. Employees may be reimbursed for up to one hundred percent (100%) of tuition or registration costs upon successful completion of the program. Employees may be granted release time, including the travel time, in lieu of reimbursement.

- (4.) **Health Promotion Incentives.** The Joint Labor-management Committee on Health Plans shall develop a program which provides incentives for employees who participate in a health promotion program. The health promotion program shall emphasize the adoption and maintenance of more healthy lifestyle behaviors and shall encourage wiser usage of the health care system.

- (g.) **Healthcare Delivery Strategy.** The Joint Labor Management Committee on Health Plans shall review the performance of the managed competition strategy in promoting the goals of health care cost containment, access to care, and quality of care. The Committee shall consider other strategies for financing and delivering health care to state employees and their dependents, including the care system competition strategy implemented by the Buyers' Health Care Action Group. The Committee shall complete its work by December, 1998, so that any changes to the insurance offerings may be bargained for Plan Year 2000-2001.

- (h.) **Employer Medical Contribution Formula Study.** The Joint Labor Management Committee on Health Plans shall meet and confer regarding the administrative and economic feasibility of using the primary care clinic chosen by the employee as the basis for the Employer contribution. If the Joint Labor Management Committee is able to agree on a methodology, this may be implemented for Plan Year 1999.

Subd. 2. Employee and Family Dental Coverage.

- (a.) **Coverage Options.** Eligible employees may select coverage under any one of the dental plans offered by the Employer, including health maintenance organization plans, the State Dental Plan, or other dental plans. Coverage offered through health maintenance organization plans is subject to change during the life of this Agreement upon action of the health maintenance organization and approval of the Employer

after consultation with the Joint Labor-Management Committee on Health Plans. However, actuarial reduction in the level of HMO coverages effective during the term of this Agreement, including increases in co-payments, require approval of the Joint Labor-Management Committee on Health Plans. Coverage offered through the State Dental Plan is determined by Section 6.B2.

(b.) **Coverage Under the State Dental Plan.** The State Dental Plan will provide the following coverage:

(1.) **Co-payment.** Effective December 24, 1997, the State Dental Plan will cover allowable charges for the following services subject to the co-payments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from dental care providers not in the State Dental Plan network. Services provided through the State Dental Plan are subject to the State Dental Plan’s managed care procedures and principles, including standards of dental necessity and appropriate practice.

The plan shall cover general cleaning two (2) times per plan year and special cleanings (root or deep cleaning) as prescribed by the dentist.

<u>Service</u>	<u>In-Network</u>	<u>Out-of-Network</u>
Diagnostic/Preventative	100%	50%
Fillings	80%	50%
Endodontics	80%	50%
Periodontics	80%	50%
Oral Surgery	80%	50%
Crowns	80%	50%
Prosthetics	50%	None
Prosthetic Repairs	50%	None
Orthodontics*	80%	50%

*Please refer to your certificate of coverage for information regarding age limitations for dependent orthodontic care.

(2.) **Deductible.** An annual deductible of one hundred dollars (\$100) per person applies to State Dental Plan basic and special services received from out of network providers. The deductible must be satisfied before coverage begins.

(3.) **Annual Maximums.** State Dental Plan coverage is subject to a one thousand dollar (\$1,000) annual maximum in eligible expenses per person. “Annual” means per

insurance year.

Subd. 3. Employee Life Coverage.

- (a.) **Basic Life and Accidental Death and Dismemberment Coverage.** The Employer agrees to provide and pay for the following term life coverage and accidental death and dismemberment coverage for all employees eligible for an Employer Contribution, as described in Section 3. Any premium paid by the State in excess of fifty thousand dollars (\$50,000) coverage is subject to a tax liability in accord with Internal Revenue Service regulations. An employee may decline coverage in excess of fifty thousand dollars (\$50,000) by filing a waiver in accord with Department of Finance procedures.

Employee's Annual Base Salary	Group Life Insurance Coverage	Accidental Death and Dismemberment Principal Sum
\$0-\$20,000	\$30,000	\$30,000
\$20,001-\$30,000	\$40,000	\$40,000
\$30,001-\$40,000	\$50,000	\$50,000
\$40,001-\$50,000	\$60,000	\$60,000
over \$50,000	\$70,000	\$70,000

- (b.) **Extended Benefits.** An employee who becomes totally disabled before age 70 shall be eligible for the extended benefit provisions of the life insurance policy until age 70. Current recipients of extended life insurance shall continue to receive such benefits consistent with applicable statutes.
- (c.) **Additional Death Benefit.** Employees who retire on or after July 1, 1995, shall be entitled to a five hundred dollar (\$500) death benefit payable to a beneficiary designated by the employee, if at the time of death the employee is entitled to an annuity under a State retirement program. A five hundred (\$500) cash death benefit shall also be payable to the designated beneficiary of an employee who becomes totally and permanently disabled on or after July 1, 1995, and who at the time of death is receiving a State disability benefit and is eligible for a deferred annuity under a State retirement program.

Section 7. Optional Coverages.

Subd. 1. Eligibility During Unpaid Leaves or Layoff. An employee who takes an unpaid leave of absence or who is laid off may discontinue premium payments on optional policies

during the period of leave or layoff. If the employee returns within one (1) year, the employee shall be permitted to pick up all optionals held prior to the leave or layoff. For purposes of reinstating such optional coverages, the following limitations shall be applicable.

- (a.) For the first twenty-four (24) months of short-term and /or long-term disability coverage after such a period of leave or layoff, any such disability coverage shall exclude coverage for certain pre-existing conditions. For disability purposes, a pre-existing condition is defined as any disability which is caused by, or results from, any injury, sickness or pregnancy which 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.
- (b.) For the first twenty-four (24) months of optional life coverage after such a period of leave or layoff, any such optional life coverage shall exclude coverage for certain pre-existing conditions. For optional life purposes, any death which is caused by, or results from any injury or sickness which occurred, was diagnosed, or for which medical care was received during the period of leave or layoff shall be excluded from coverage for such 24-month period.

The limitations set forth in (a.) and (b.) above do not apply to Family Medical Leave Act (FMLA) leaves.

Subd. 2. Regular Eligibility for Life and Disability Coverage - Evidence of insurance may be required. The following optional life and disability coverages may be available with evidence of insurability. Each of the following requires evidence of insurability unless otherwise indicated.

(a.) **Life Coverage.**

- (1.) **Employee.** An employee may purchase a combined total of up to three hundred thousand dollars (\$300,000) additional life insurance, in increments established by the Employer, subject to satisfactory evidence of insurability. A new employee hired on or after July 1, 1995, may purchase up to two (2) times annual salary or two hundred thousand dollars (\$200,000), whichever is less, in optional employee life coverage within sixty (60) calendar days of hire without evidence of insurability.
- (2.) **Spouse.** An employee may purchase up to three hundred thousand dollars (\$300,000) life insurance coverage for his/her spouse in increments established by the Employer, subject to satisfactory evidence of insurability. A new employee hired on or after July 1, 1995 may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse life coverage within

sixty (60) calendar days of hire without evidence of insurability.

- (3.) **Children/Grandchildren.** An employee may purchase life insurance in the amount of ten thousand dollars (\$10,000) as a package for all eligible children/grandchildren (as defined in Section 2., Subd. 3. of this Attachment). Child/grandchild coverage for new employees hired on or after July 1, 1995, requires evidence of insurability if application is made after the first sixty (60) calendar days of employment. Child/grandchild coverage commences fourteen (14) calendar days after birth.
- (4.) **Waiver of Premium.** In the event an employee becomes totally disabled after the effective date of insurance coverage provided by this agreement but before age seventy (70), there shall be a waiver of premium for all life insurance coverage that the employee had at the time of disability.
- (5.) **Paid Up Life Policy.** At age sixty-five (65) or the date of retirement, an employee who has carried optional employee life insurance for the five (5) consecutive years immediately preceding the date of the employee's retirement or age sixty-five (65), which ever is later, shall receive a post-retirement paid-up insurance policy in an amount equal to ten (10) percent of the smallest amount of optional employee life insurance in force during that five (5) year period. The employee's post-retirement death benefit shall be effective as of the date of the employee's retirement or the date the employee reaches age sixty-five, whichever is later. Employees who retire prior to age sixty-five (65) must be immediately eligible to receive a state retirement annuity and must continue their employee life insurance to age sixty-five (65) in order to remain eligible for the employee post-retirement death benefit.

An employee who has carried optional spouse life insurance for the five (5) consecutive years immediately preceding the date of the employee's retirement or spouse age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to ten (10) percent of the smallest amount of optional spouse life insurance in force during that five (5) year period. The spouse post-retirement death benefit shall be effective as of the date of the employee's retirement or the date the spouse reaches age sixty-five (65) whichever is later. The employee must continue the full amount of optional spouse life insurance to the date of the employee's retirement or spouse age sixty-five (65), whichever is later, in order to remain eligible for the spouse post-retirement death benefit.

Each policy remains separate and distinct, and amounts may not be combined for the purpose of increasing the amount of a single policy.

(b.) **Disability Coverage**

- (1.) **Short-term Disability Coverage.** Subject to evidence of good health, an employee may purchase short-term disability coverage that provides benefits of from three hundred dollars (\$300) to three thousand dollars (\$3,000) per month, up to two-thirds (2/3) of an employee's salary, for up to one hundred eighty (180) calendar days during total disability due to a non-occupational accident or a non-occupational sickness. Benefits are paid from the first day of a disabling injury or from the eighth day of a disabling sickness. Employees hired on or after July 1, 1995 may purchase coverage without providing evidence of good health if coverage is purchased within the first sixty (60) days of their insurance eligibility.
- (2.) **Long-term Disability Coverage.** New employees may enroll in long-term disability insurance within sixty (60) days of employment or insurance eligibility. The terms are the same as for employees who wish to add/increase during the annual open enrollment. During open enrollment only, an employee may purchase long-term disability coverage that provides benefits of from two hundred dollars (\$200) to two thousand dollars (\$2,000) per month based on the employee's salary, commencing on the 181st calendar day of total disability, with a limited term pre-existing exclusion. Employees hired on or after July 1, 1995 may enroll within the first sixty (60) days of their employment or their insurance eligibility. In the event that the employee becomes totally disabled before age seventy (70), the premiums on this benefit shall be waived. Employees should be aware that other wage replacement benefits as described in the certificate of coverage (i.e., Social Security Disability, Minnesota State Retirement Disability, etc.) may result in a reduction of the monthly benefit levels purchased.
- (3.) **Limited Term Pre-existing Exclusion.** Pre-existing medical conditions are excluded from coverage during the first twenty-four (24) months of long-term disability coverage. A pre-existing condition is defined as any disability which is caused by or results from any injury, sickness or pregnancy which occurred, was diagnosed, or for which medical care was received during the 12 months prior to the effective date of your long-term disability coverage.
- (4.) **Accidental Death and Dismemberment Coverage.** For employees hired on or after July 1, 1995, an employee may purchase accidental death and dismemberment coverage that provides principal sum benefits in amount ranging from five thousand dollars (\$5,000) to one hundred thousand dollars (\$100,000), with evidence of insurability. Payment is made only for accidental bodily injury or death and may vary, depending upon the extent of dismemberment. An employee may also purchase from five thousand dollars (\$5,000) to twenty-five thousand dollars (\$25,000) in coverage for his/her spouse, but not in excess of the

amount carried by the employee.

- (5.) **Group Universal Life Insurance.** The Employer and the Joint Labor-Management Committee, together, shall examine the various universal life insurance programs and determine what attributes may be appropriate for the State Employee Group Insurance Program and, if agreeable to both parties, the Employer shall implement such a program for the 1997 insurance year.

ARTICLE 18

Paid Leaves

Section 1. Compensation. Faculty members will receive compensation for all paid leave days equal to compensation received for a regular duty day, as described in this Agreement. Accrual of all benefits (seniority, salary advancement, retirement, insurance's etc.) continues uninterrupted during any paid leave.

Section 2. Sick Leave.

Subd. 1. Initial Allowance. Upon initial employment each faculty member shall be credited with twenty (20) days of sick leave allowance. At the beginning of the third academic year of employment and each academic year thereafter, each faculty member shall be credited with ten (10) days of sick leave. Unused sick leave will accumulate to one hundred twelve (112) days.

- (a.) One (1) additional day of sick leave shall be credited to each faculty member for every four (4) weeks of additional assignments.
- (b.) A faculty member who is reinstated or re-appointed within four (4) years from the date of resignation or retirement may have the accumulated but unused sick leave balance restored and posted to the faculty member's credit provided such sick leave was accrued in accord with the provisions of the Agreement.
- (c.) Faculty member's accrued sick leave from the transferring districts shall be credited to current sick leave and shall continue to accrue. Sick leave transferred or earned over the maximum will be considered lapsed but shall be recorded to the faculty member's credit. In the event that a faculty member with an illness exhausts the current accumulated sick leave and has lapsed sick leave recorded to the faculty member's credit, additional sick leave shall be granted to the extent required by the faculty member's illness, but not to exceed the total amount of lapsed sick leave. The president may request a statement from a medical practitioner before granting additional sick leave.

Subd. 2. Utilization.

- (a.) Sick leave may be used in one-hour increments.

- (b.) Sick leave shall be granted for absences made necessary by reason of illness, injury, for dental or medical care, by exposure to contagious disease so that attendance on duty may endanger the health of other faculty members or the public, or the illness of the faculty member's spouse, or parent for such periods as the faculty member's attendance shall be necessary.
- (c.) An employee may use sick leave benefits provided by the Employer for absences due to an illness of or injury to the employee's child for such reasonable periods as the employee is able to use sick leave benefits for the employee's own illness or injury.
- (d.) Sick leave may be used in accordance with the state-wide policy on the Family Medical Leave Act.

Section 3. Bereavement/Critical Illness.

Subd. 1. Critical Illness Definition. Critical illness shall be defined as in-patient or emergency hospitalization with the leave being taken during the hospitalization or immediately thereafter.

Subd. 2. Utilization. A faculty member shall be granted up to five (5) days of approved leave as necessary for bereavement/critical illness purposes. Immediate family bereavement/critical illness leave of up to five (5) days shall not be deducted from sick leave. The term "immediate family" shall mean: spouse, parents, parents of spouse, guardian, children, grandchildren, brothers, sisters, grandparents, or wards of the faculty member or faculty member's spouse, or the named beneficiary in the faculty member's retirement program. Other approved bereavement/critical illness leave may be deducted from sick leave.

Section 4. Personal Leave. Upon prior notification, each full-time faculty member will be granted two (2) days per academic year for use as personal leave accumulative to a maximum of four (4) days. A faculty member may not use more than two (2) days of personal leave per quarter or semester. Prior approval may be required only if more than ten percent (10%) of the faculty at a campus request personal leave on any given day. Personal leave may be used in one-half (1/2) day increments. Upon approval by the president/designee a faculty member may be granted the use of additional personal leave days.

Section 5. Legal Leave.

Subd. 1. Jury Leave. A faculty member shall be excused from work for jury service. For the duration of such leave the faculty member shall be paid her/his regular pay. Payments received for jury service will be retained by the faculty member.

Subd. 2. Court Appearance Leave. Leave shall be granted for appearance before a court, legislative committee, or other judicial or quasi-judicial body in response to a subpoena or other direction of proper authority for job related purposes other than those instituted by the employee or the exclusive representative. Leave shall also be granted for attendance in court in connection with an employee's official duty, which shall include any necessary travel time. Such employee shall be paid for the employee's regular rate of pay but shall remit to his/her Appointing Authority the amount received, exclusive of expenses, for serving as a witness, as required by the court. Unpaid leave shall be granted or personal leave requested for appearances before a court, judicial, or quasi-judicial body in response to a subpoena, except for situations in which paid leave is granted under this Subdivision.

Section 6. Military Leave. Faculty members who are members of the state or federal armed services are entitled to leave of absence with pay as defined in Minnesota Statutes.

Section 7. Adoption Leave. A faculty member shall be granted up to five (5) days, charged against sick leave, for placement of an adoptive or foster child.

Section 8. Accounting for Sick and Personal Leave. At the end of each fiscal year, an accounting of sick and personal leave status will be provided to each faculty member.

Section 9. Pro rata. The provisions of Section 2. Sick Leave, Section 3. Bereavement/Critical Illness Leave and Section 4. Personal Leave above shall apply on a pro rata basis to all part-time faculty members with an appointment of .5 FTE or above.

Section 10. Advanced Degree or Certification Leave. A faculty member shall receive a paid leave of up to five (5) days to take written or oral exams for an advanced degree or certification, upon the president's prior approval.

ARTICLE 19

Unpaid Leaves Of Absence

Section 1. Benefits. A faculty member on unpaid leave under this Article shall:

- (A.) Be reinstated to his or her original position or to a position of similar status and pay.
- (B.) Retain all seniority, salary, and benefit status and other advantages accrued prior to taking the leave.
- (C.) The faculty member shall not accrue or use sick or personal leave during the period of an unpaid leave.

- (D.) The faculty member shall not accrue teaching experience for purposes of salary schedule advancement while on unpaid leave, unless the unpaid leave is equal to or less than twelve (12) weeks in duration.
- (E.) The period of time a probationary faculty member is on an unpaid leave will not count toward fulfilling his or her probationary period.
- (F.) The faculty member shall be eligible to continue benefits under this contract at his or her own expense during the period of the leave.

Section 2. Parenting Leave. Faculty members are entitled to unpaid parenting leave under the following conditions:

Subd. 1. Eligibility. The Employer shall grant a parenting leave without pay to any faculty member who requests such a leave for the purpose of providing parental care to his or her newborn, newly adopted, or newly foster-care placed child or children. The faculty member must commence this leave within two (2) years of the birth or adoption or placement of the foster child.

Subd. 2. Duration. A faculty member may take a parenting leave of up to one (1) year by notifying the Employer in writing stating the beginning date and length of the requested leave. The request for parenting leave shall be submitted at least six (6) weeks before the effective beginning date, except in the event of an emergency.

Subd. 3. Extension. The faculty member may elect to extend the parenting leave for an additional six (6) months by notifying the Employer of this election in writing. The faculty member's election to extend the leave shall be submitted at least six (6) weeks before the ending date of the previously scheduled parenting leave.

Subd. 4. Return from Leave. In the event of interruption of pregnancy or cancellation of adoption or foster care placement, the faculty member may cancel parenting leave, if it has not already commenced. If the leave has commenced, the faculty member may return to duty early in the event of interruption of the pregnancy or cancellation of adoption or foster care placement upon giving six (6) weeks written notice to the Employer.

Subd. 5. Leave Synchronization. The initial leave or subsequent extension may be adjusted by the College President to the next natural academic schedule break following the scheduled ending date of the initial leave or subsequent extension of that leave.

Subd. 6. Mutual Agreement. The provisions of this section may be altered by mutual agreement among the College President, the faculty member, and UTCE.

Subd. 7. FMLA. In the event a parenting leave granted under this Section qualifies for a leave under the federal Family Medical Leave Act of 1993 (“FMLA”), the leaves shall run concurrently and the faculty member shall be entitled to any benefits under the FMLA for which he or she is eligible.

Section 3. General Leave. A faculty member shall be considered for a general leave which the Employer may grant under the following conditions:

Subd. 1. Duration. A general leave of absence shall be for a maximum of one (1) year. Upon request of the faculty member, up to two (2) one (1) year extensions of the leave may be granted by the Employer. The Employer shall not arbitrarily deny a faculty member’s request for a general leave or an extension thereof.

Subd. 2. Notice. Except in the case of an emergency, a faculty member must give two (2) months notice when applying for a general leave or for an extension of the general leave. A faculty member’s failure to timely return from the leave shall constitute a voluntary resignation and the faculty member shall be severed from state service.

Subd. 3. Mutual Agreement. The provisions of this section may be altered by mutual agreement among the College President, the faculty member, and UTCE.

Section 4. Extended Leaves of Absences: Full-time employees who are eligible and apply for extended leave under M.S. 136F.43 (a full-time faculty member who has been employed by the Minnesota State Colleges and Universities Board of Trustees or a MnSCU predecessor Employer for at least five (5) years and has at least ten (10) years of allowable service as defined in M.S. 354.05, Subd. 13) may be granted a leave without pay of at least three (3) years but no more than five (5) years. An extended leave of absence pursuant to this section may be granted only once. Denials of such leaves shall not be arbitrary, unreasonable, or discriminatory. Pursuant to M.S. 354.094, the state shall pay Employer contributions into the fund for each year for which a member who is on extended leave pays employee contributions into the fund. Such contribution shall be based on the salary schedule amount the faculty member received in the year immediately preceding the leave. In accordance with M.S. 136F.43, the years spent by the faculty member on an extended leave shall not be included in the determination of the teacher’s salary upon reinstatement. However, if the faculty member was eligible for salary advancement at the commencement of the extended leave, then he/she shall be entitled to the salary advancement upon his/her return from the extended leave. The provisions of M.S. 136F.43 and M.S. 354 apply to the extended leave even though those provisions are not stated in full in this Agreement.

ARTICLE 20

Expense Allowances

Section 1. General. The Employer may authorize travel at state expense for the effective conduct of the

state's business. Such authorization must be granted prior to incurring the actual expenses.

Faculty members affected under this Article shall be reimbursed for such expenses which have been authorized by the Employer in accordance with the terms of this Article.

Section 2. Automobile Expense. When a state-owned vehicle is not available and a faculty member is required to use the faculty member's automobile to conduct authorized state business, the Employer shall reimburse the faculty member at the current state rate for actual mileage driven for such business.

When a state-owned vehicle is offered and declined by the faculty member, the Employer shall authorize the mileage be paid at the rate of twenty-three (.23) cents per mile on the most direct route. Deviations from the most direct route, such as vicinity driving or departure from the faculty member's residence, shall be shown separately on the faculty member's daily expense record and reimbursed under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. A faculty member shall not be required by the Employer to carry automobile insurance coverage beyond that required by law.

When a faculty member is assigned to off campus duties, the allowable mileage is (1) the lesser of the mileage from the faculty member's residence to the first stop or from his/her campus to the first stop, (2) all mileage between points visited on college business, and (3) the lesser of mileage from the last stop to the faculty member's residence or from the last stop to his/her campus. When a state owned vehicle is not available and weather related towing or other emergency problems are incurred by the faculty member during use of the member's vehicle on behalf of the Employer, the Employer will reimburse the faculty member for actual costs upon receiving proof of such expenses such as towing receipts, etc.

Section 3. Commercial Transportation. When a faculty member is required to use commercial transportation (air, taxi, rental car, etc.) in connection with authorized business of the Employer, the faculty member shall be reimbursed for the actual expenses of the mode and class of transportation so authorized. Reasonable gratuities may be included in commercial travel costs.

Section 4. Overnight Travel. A faculty member in travel status who incurs expenses for lodging shall be allowed actual reasonable costs of lodging in addition to the actual cost of meals while away from the home station, up to the maximums stated in Section 5 of this Article. A faculty member in travel status in excess of one (1) week without returning home shall be allowed actual cost not to exceed a total of sixteen dollars (\$16) per week for laundry and/or dry cleaning for each week after the first week.

Section 5. Meal Allowances. A faculty member assigned to be in a travel status between the faculty member's work station and a field assignment shall be reimbursed for the actual cost of meals, including a reasonable gratuity. A faculty member may claim meal reimbursement when authorized by the College as a special expense prior to incurring such expense.

Subd. 1. Breakfast. Reimbursement may be claimed only if the faculty member is on

assignment away from home station in a travel status overnight or departs from home in an assigned travel status before 6:00 a.m.

Subd. 2. Lunch. Eligibility for lunch reimbursement shall be based upon the faculty member being on assignment over thirty-five (35) miles from his/her temporary or permanent work station with the work assignment extended over the normal meal period.

Subd. 3. Dinner. Dinner reimbursement may be claimed whenever the faculty member is away from his/her home station in a travel status overnight or is required to remain in a travel status until 7:00 p.m.

Subd. 4. Meals. Maximum reimbursement for meals, including tax and gratuity, shall be:

Breakfast \$7.00

Lunch \$9.00

Dinner \$15.00

Section 6. Special Expenses. When prior approval has been granted by the Employer, special expenses, such as registration or conference fees and banquet tickets incurred as a result of state business, shall also be reimbursed.

Section 7. Advance Payment of Expenses. The Employer will advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars (\$50), provided the faculty member makes such a request within a reasonable period of time in advance of the travel date.

ARTICLE 21

Professional Development

Section 1. Occupational Technology Internship. A faculty member may apply for an occupation technology internship under the following conditions:

Subd. 1. Purpose. The purpose of the internship is to give faculty members the opportunity to update and enhance the faculty member's technical background, job knowledge, or teaching skills.

Subd. 2. Internship Benefits. For occupational technology internships which are assigned as part of the faculty member's regular duty days, the faculty member shall receive his or her regular pay and benefits. For occupational technology internships which are not part of the faculty member's regular duty days, the faculty member shall be compensated at a rate of one hundred twenty-five dollars (\$125) per day.

Subd. 3. Reimbursement. If the faculty member is compensated by an organization other than the College for services during the leave, the faculty member shall promptly remit the compensation to the College.

Subd. 4. Selection of Applicants. Approval of applications for occupational technology internships will be determined by the selection committee established in Section 2., Subd. 4., below. The committee shall not approve internships if the cost of the internships for the fiscal year will exceed the amount allocated to the College by MnSCU for such internships, unless the College President authorizes expenditures from the College's funds in excess of those allocated by MnSCU for such internships.

Section 2. Sabbaticals. Any faculty member may apply for a sabbatical under the following conditions:

Subd. 1. Purpose. The purpose of a sabbatical is to give faculty members an opportunity to obtain additional education or training on a full-time basis, relating to his or her job assignment with the College which will support the professional development of the faculty, the development needs of programs and the planned instructional priorities of the College.

Subd. 2. Criteria. A faculty member is free to submit to the College at any time written notice that he or she would like to be considered for placement on sabbatical by the College. Sabbaticals may be granted if the following criteria are met:

- (a.) The applicant must have continuously served the equivalent of six (6) or more full-time equivalent academic years in a technical college with an aggregate of eighteen (18) quarters or semester equivalent of actual service without having been granted a sabbatical. All continuous employment shall be included in the calculation of full-time equivalency. For purposes of this Section, continuous employment shall mean holding an assignment during each academic year. The total must be achieved prior to the commencement of the leave. Faculty members may have one (1) quarter in which the faculty member was on an approved unpaid leave count as one (1) of the eighteen (18) quarters. If a faculty member is on an unpaid leave for one (1) year or more, the calculation of equivalent FTE will resume the day of return.
- (b.) If the program the faculty member teaches in has been suspended or closed by the College or MnSCU or the faculty member has received notice of layoff, the faculty member will not be eligible for a sabbatical. This exclusion may be waived by the selection committee as defined in Subdivision 4, below.
- (c.) The faculty member has submitted a request for a sabbatical which is designed to serve the purposes set forth above in Subdivision 1.

- (d.) The College President has certified that a suitable replacement can be found. In individual cases where a replacement cannot be found, a faculty member determined to meet the other eligibility requirements in the year of request, will not be denied a sabbatical in subsequent years based solely on this reason. This provision shall not be applicable to the faculty member after a sabbatical request is granted.
- (e.) The number of sabbaticals approved by a College will not exceed two percent (2%) FTE, rounded to the nearest whole number, of the full-time equivalent UTCE faculty positions the College had for the academic year preceding the year in which the application is made, or one (1) FTE, whichever is greater.
- (f.) If approved by a College President, additional sabbaticals may be granted. The College reserves the right to deny all sabbaticals during any academic year in which the projection for state appropriations and tuition revenue for the College falls in excess of seven percent (7%) below the actual appropriations and tuition revenue for the prior fiscal year.

Subd. 3. Application Procedure. Applications for sabbaticals shall be submitted to the College President or designee by January 1 of the year preceding the academic year the faculty member is planning to take the sabbatical. Notification of approval or rejection will be given by the College to the applicant on or before April 1.

Subd. 4. Selection of Applicants. Approval of eligible applicants will be determined by a committee jointly appointed by the Faculty Senate and the College President based on the purposes stated in Subdivision 1 above.

Subd. 5. Refusal. When a sabbatical is granted and the faculty member wishes to refuse the sabbatical, the faculty member must make a written request to the College President stating this fact within ten (10) working days of receipt of notice that the sabbatical was granted. If after the expiration of the ten (10) day period a College President permits a faculty member to withdraw his or her application for a sabbatical, a sabbatical may be granted to another faculty member as a substitute for the withdrawing faculty member.

Subd. 6. Compensation. A sabbatical may be granted to a faculty member for up to three (3) consecutive quarters or two (2) consecutive semesters in an academic year. A faculty member will receive full salary and benefits for a sabbatical of one (1) quarter duration, or sabbatical of one (1) semester duration, or two-thirds (2/3) salary and full benefits for a sabbatical of two (2) or three (3) quarters or two (2) semesters duration. Faculty members on sabbatical may accept scholarships, fellowships, or grants during the sabbatical. A substantiated report that the faculty member is failing to fulfill the education program stated in his or her application for a sabbatical will result in termination of all compensation for the duration of the sabbatical. No sick leave or personal leave shall be accumulated or credited to a faculty member during a sabbatical. Time spent on sabbatical shall be

deemed to be continuous service for all purposes for which continuous service is a factor in MnSCU.

Subd. 7. Return Requirements. A faculty member who has taken a sabbatical shall be required to return to the performance of his/her duties with the College at least for a period of time enabling the faculty member to earn compensation or benefits in an amount equal to that provided to the faculty member while on sabbatical. If a faculty member does not do so, the faculty member shall reimburse the College an amount equal to that paid in salary and provided in benefits to the faculty member during the sabbatical, unless the College chooses to waive this requirement due to special circumstances.

Subd. 8. Sabbatical Denial. The Committee's decisions on whether to grant or deny an application for a sabbatical are not subject to review through the grievance procedure.

Section 3. Changes in Licensure/Credentialing. If MnSCU modifies the licensure/credentialing standards which would require a faculty member who met licensure/credentialing requirements when hired, and is currently assigned to teach in that area, to obtain additional training or education, then all costs, including release time, will be borne by the Employer.

Section 4. Professional Development Funds. For each fiscal year of this Agreement, each College will budget professional development funds at a minimum of one hundred and seventy-five dollars (\$175) per each full-time equivalent position at the College, which will be calculated at the beginning of each academic year. The appropriate committee of the campus Faculty Senate shall establish procedures and criteria for the application of these funds. Faculty members on layoff are not eligible for these funds.

Funds provided by this Section may be used to reimburse the cost of travel, housing, meals, and registration associated with participation in professional conferences, workshops, and similar meetings or memberships. The committee may carry over any portion of its allocation from the first to the second year of the biennium and from one biennium to the next, up to one hundred percent (100%) of the previous year's allocation.

Section 5. Tuition Waiver. Full-time faculty shall be entitled to enroll on a space available basis in credit courses, without payment of tuition, at any MnSCU two-year institution. Such enrollment shall not exceed sixteen (16) semester credits for a year. The year shall be defined as the start of the fall session through the end of summer session. The faculty member's spouse or dependent children may share this right within the limit established above with waiver of tuition only.

ARTICLE 22

Grievance Procedure

Section 1. Definitions.

Subd. 1. Written Notice, Response, Personal Service. When a written notice or a written response is required to be given under the terms of this Agreement, such notice or response shall be made by personal service or service by certified mail. Personal service shall be deemed complete when the notice or response is handed to or received by the party to whom directed. Service by certified mail shall be deemed complete upon mailing.

Subd. 2. P.E.L.R.A. “P.E.L.R.A.” shall mean the Minnesota Public Employment Labor Relations Act of 1971, as amended.

Subd. 3. Employer. “Employer” shall mean the Minnesota State Colleges and Universities.

Subd. 4. Administration. “Administration” shall mean the Chancellor of the Minnesota State Colleges and Universities, College President, and designees.

Subd. 5. Employee(s), Faculty and Faculty Members. “Employee” or “Faculty Member” shall mean a member of the appropriate unit as described in this Agreement. “Employees” or “Faculty” shall mean all members of the appropriate unit as described in this Agreement.

Subd. 6. UTCE. “UTCE” (United Technical College Educators) shall refer to the exclusive representative.

Subd. 7. UTCE Chapter. “UTCE Chapter” shall mean the chapter at one (1) campus or site of the Minnesota State Colleges and Universities.

Subd. 8. President. “President” shall refer to the presidents of each technical or consolidated college of the Minnesota State Colleges and Universities.

Subd. 9. Chancellor. “Chancellor” shall refer to the Chancellor of the Minnesota State Colleges and Universities.

Subd. 10. MnSCU Board of Trustees. The “Board of Trustees” or “Board” shall mean the Board of Trustees for the Minnesota State Colleges and Universities.

Subd. 11. Presidential Designee. The use of a designee by the President shall in no way abrogate the responsibility of the President for the decisions made by the designee provided that the action of the designee is not in violation of the applicable collective bargaining agreement, applicable state or federal statute(s), rule(s) or regulations(s). On or before October 1 of each school year, each President and UTCE Chapter will furnish each other a list of their appropriate designees. Each may revise their list of designees upon written notice to the other.

Subd. 12. College. “College” means an administrative unit that is the appointing authority

administering a campus or campuses and all associated off campus locations (satellites, centers, etc.) and related personnel.

Subd. 13. Grievances. A grievance is defined as a dispute or disagreement raised in writing by a faculty member, UTCE Chapter, or UTCE against the Employer involving the interpretation or application of the provisions of the contract.

Subd. 14. Grievance Form. Grievances as defined shall be processed on a uniform grievance form agreed to by, UTCE and the Employer.

Subd. 15. Grievant. “Grievant” as used hereinafter shall be UTCE, any faculty member, or a group of faculty members within the appropriate unit.

Subd. 16. Representation. A faculty member, or group of faculty members will be represented by UTCE in the grievance procedure including arbitration. The Employer may be represented by a designee who is not in the bargaining unit.

Subd. 17. Day(s). The word “day” or “days” as used in this Agreement refers to calendar days and shall mean days Monday through Friday excluding legal holidays.

Subd. 18. Replacement Representative. The State UTCE may designate an additional, or replacement representative at any point in the grievance process. Whenever possible, UTCE will notify the affected campus administrators and Chancellor, or designee, of the additional or replacement representative in a timely manner that will not interrupt processing of the grievance.

Section 2. Informal Resolution.

Subd. 1. Employees are encouraged but not required to resolve the occurrence of any grievance on an informal basis with the employee’s immediate supervisor at the earliest opportunity.

Section 3. Time Limits. No grievance shall be entertained or processed unless it is submitted within thirty (30) days after the occurrence of the event giving rise to the grievance, or within thirty (30) days of the date the grievant knew or through the use of reasonable diligence should have known of the event or occurrence that gave rise to the grievance. Grievances that are not submitted within the time lines shall be deemed to be withdrawn.

Subd. 1. Appeals. Failure to appeal a grievance from one level to another within the time periods or extensions as described herein shall constitute a withdrawal of the grievance.

Subd. 2. Extension of Time Limits. The time limit in each step, except the time limit for filing the grievance in Step 1, may be extended by mutual written agreement of the Employer and UTCE

grievance representative. Said extension shall not be unduly withheld by either party.

Subd. 3. Computing Time Limits. In computing any period of time prescribed in this Article, the date that the grievant through the use of reasonable diligence became aware of the act, event, default, or failure to act for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted unless it is a Saturday, Sunday or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or legal holiday.

Section 4. Formal Grievance Procedure. The parties may mutually agree to waive Step 1, 2, 3 of the grievance procedure.

Step 1. If the complaint cannot be resolved informally and falls within the definition of a grievance in Section 1., Subd. 13., it may become a grievance. A grievance will be filed on the uniform grievance form described in definitions in this Agreement.

Subd. 1. Grievance. An individual grievance must be signed by both the grieving faculty member and the UTCE grievance representative. A class action grievance must be signed by only the UTCE grievance representative. All grievances shall set forth, in writing, the nature of the grievance, the facts on which it is based, the alleged contract violation, and the relief requested.

Subd. 2. Meeting. The College President or designee shall discuss the grievance within ten (10) days with the UTCE grievance representative and grievant on the campus at a time mutually agreeable to the parties.

- (a.) If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the designee and the UTCE grievance representative within ten (10) days; or
- (b.) If no settlement is reached, the designee shall give the Employer's written answer to the UTCE grievance representative within ten (10) days following their meeting.

Step 2. The Appeal. If the grievance is not resolved in Step 1, UTCE may appeal the grievance to the College President or designee within ten (10) days of receiving the answer from the President or designee. The College President or designee shall discuss the grievance within ten (10) days with the UTCE grievance representative and grievant on the campus at a time mutually agreeable to the parties.

- (a.) If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the College President or designee and the UTCE grievance representative within ten (10) days; or

- (b.) If no settlement is reached, the College President or designee shall give the Employer's written answer to the UTCE grievance representative within ten (10) days following their meeting.
- (c.) A grievance for action which does not occur at the College where the grievant is employed shall begin at Step 2 of the grievance procedure, except that the discovery time line provisions in this Section still apply.

Step 3. If the grievance is not settled in Step 2 and UTCE desires to appeal, the grievance shall be referred by UTCE, in writing, to the Chancellor or designee, within ten (10) days after the President or designee's answer in Step 2 is received, in order for the grievance to be valid.

Subd. 2. Meeting. A meeting or discussion between the Chancellor, or designee, and the UTCE representative shall be held within fifteen (15) days at a time mutually agreeable to the parties.

- (a.) If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Chancellor, or designee, and the UTCE representative within ten (10) days of the meeting; or
- (b.) If no settlement is reached, the Chancellor or designee shall give the Employer's written answer to UTCE within ten (10) days following the meeting.

Step 4. If the grievance is not settled in accordance with the foregoing procedure, UTCE may move the grievance to arbitration within fifteen (15) days after receipt of the written answer of the Chancellor or designee, in Step 3, in order for the submission to be valid, by serving written notice of same to the Chancellor or designee.

Section 5. Arbitration.

Subd. 1. Arbitration Panel. The arbitration proceeding shall be conducted by an arbitrator to be selected by lot from a permanent panel of nine (9) arbitrators. The members of the permanent panel shall be selected by mutual agreement. Vacancies on the panel that arise during the term of this Agreement shall be filled by mutual agreement. An arbitrator for a particular grievance shall be chosen randomly from the entire panel of nine (9) arbitrators within ten (10) days of receipt of UTCE's request for arbitration under Section 4., Step 4.

Subd. 2. Process. The parties shall schedule, within ten (10) days of the selection of an arbitrator, a mutually agreeable date of the arbitration hearing. The grievance shall be heard by the arbitrator and both parties shall have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issue(s) before the arbitrator.

Subd. 3. Expenses. Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party and at the requesting party's expense. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 4. Release Time. The processing of grievances under the grievance procedure shall be conducted during the normal business hours of the Employer. Faculty members designated by UTCE shall be released without loss of regular earnings as a result of their participation in meetings or hearings held pursuant to the grievance procedure. The cost of a substitute, if needed, shall be reimbursed by UTCE.

Subd. 5. Arbitrator's Decision. The decision of the arbitrator shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.

Subd. 6. Decision Binding. The decision shall be based solely upon the interpretation or application of the express terms of the existing contract and the facts of the grievance presented. The decision of the arbitrator shall be final and binding upon UTCE, the Employer and the grievant(s).

Subd. 7. Arbitrator's Jurisdiction. The arbitrator shall have no right to amend modify, nullify, ignore, add to, or subtract from provisions of any existing contract and/or this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and UTCE and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law.

Section 6. Reprisal. Faculty members who bring evidence forward or participate in any way in a grievance or arbitration proceeding shall not suffer reprisal of any sort from the Employer for such action or participation.

ARTICLE 23

Faculty Discipline

Section 1. Disciplinary Action. Disciplinary action may be taken for just cause and normally will have remediation as its goal. Termination of probationary faculty members shall not be deemed to be discipline within the meaning of this Article and shall not be subject to the grievance procedure. Disciplinary action or measure shall include only the following:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Dismissal

A faculty member who may be disciplined has the right to request and have a UTCE representative present during any investigatory interview.

Subd. 1. Oral Reprimand. An oral reprimand may be issued by the appropriate supervisor for just cause. If an oral reprimand is given to a faculty member, it shall be done in a private manner that will not embarrass the faculty member before other faculty members, students, or the public. There shall be no record or mention of an oral reprimand placed into the faculty member's personnel file.

Subd. 2. Written Reprimand. If a written reprimand is given to a faculty member, it shall be done in a manner that will not embarrass the faculty member before the other faculty members, students, or the public.

- (a.) The faculty member shall have the opportunity to respond to any written reprimand, and the response shall be entered into the faculty member's personnel file along with the reprimand.
- (b.) The faculty member shall be given a copy of any entry into the faculty member's personnel file within three (3) days of such entry into the personnel file and shall be permitted to insert a response thereto.
- (c.) Only such material as is entered into the faculty member's official personnel file shall be used as evidence in any subsequent disciplinary action or hearing.
- (d.) If it is determined through the grievance procedure that a written reprimand was issued without just cause, such reprimand shall be immediately removed from the faculty member's personnel file.
- (e.) Upon the written request of a faculty member, the contents of the personnel file shall be disclosed to the faculty member and/or UTCE and/or legal counsel.

Subd. 3. Suspension. Faculty members may only be suspended for up to fifteen (15) working days with or without pay for just cause. The faculty member shall be notified in writing of a proposed suspension, specifying the reasons.

Subd. 4. Dismissal for Cause. A non-probationary faculty member may be dismissed for just cause by the College President upon ten (10) calendar days' advance written notice. The reason for dismissal

must be stated in the notice to the faculty member. A copy of the dismissal notice will be simultaneously sent to UTCE.

Section 2. Grievability. Disciplinary actions for just cause shall be subject to the grievance procedure. A faculty member dismissed for cause may initiate the grievance at Step 3.

Section 3. Arbitration Hearing. At any arbitration hearing concerning disciplinary actions for just cause, both the faculty member and the Employer shall have the right to be represented by counsel, to be heard, to have witnesses testify, to see all evidence and to cross examine all witnesses. The Employer assumes the burden of substantiating the charges through presentation of proper, relevant, and sufficient evidence. The hearing shall be open or closed at the mutual agreement of the parties.

ARTICLE 24 Personnel Files

Section 1. College Responsibility. The Employer shall maintain only one (1) official personnel file for each faculty member. All faculty personnel files shall be maintained at a single location to be determined by the Employer. Such file shall contain personnel transactions, official correspondence with the faculty member, disciplinary actions, and other data relevant to the faculty member's performance of specific duties.

The faculty member's signature is required to be on each performance-related item in the file to acknowledge receipt of the document. If the faculty member refuses to sign the document within three (3) duty days of receipt, the document may be placed in his/her file without such signature. Documents of anonymous origin relating to a faculty member's performance shall not be placed in the file without a cover letter explaining the circumstances under which the document was received by the administration. Individual student evaluations shall not be placed in the file.

Access to data in the personnel file shall be granted only in accordance with the Minnesota Data Practices Act (M.S. Chapter 13).

Section 2. Member Rights. A faculty member shall have the right to place such material in his/her personnel file which he/she determines is relevant to the faculty member's performance of his/her duties.

Subd. 1. Copies. Upon request of the faculty member, the College shall provide him/her one (1) copy per year of the contents of the personnel file without charge. For any additional requested copies of the personnel file, the faculty member shall pay the standard per page copying fee for copying the file.

Subd. 2. Contents Removed. A faculty member may request that the President remove material

from his/her personnel file. Expungement of any materials in a faculty member's official personnel file will be according to the grievance procedure in this Agreement and/or relevant statutes.

Subd. 3. Use of Information. Prior discipline, other than oral reprimands, may be used against the faculty member only if it was documented and maintained in the faculty member's personnel file.

ARTICLE 25

Faculty Evaluation

Section 1. Faculty Evaluation. If formal evaluations are conducted, the process is subject to Article 9, Faculty Senate. Evaluation of faculty members shall not be performed by any member of the faculty bargaining unit.

ARTICLE 26

Faculty Member Protection and Assistance

If civil proceedings are brought against a faculty member for acts committed while acting within the scope of employment, legal counsel shall be furnished at the Employer's expense, in accordance with Minnesota Statutes.

ARTICLE 27

Seniority, Layoff And Faculty Mobility

Section 1. Probationary Status.

Subd. 1. Faculty Beginning Employment After July 1, 1995. Full-time and part-time faculty members working at least .33 full-time equivalent ("FTE") who begin employment after July 1, 1995, shall serve a probationary period of three (3) continuous, equivalent full years of service. For the purposes of this Article, an "equivalent, full year of service" is the equivalent of three (3) full-time quarter or two (2) semester appointments (1.0 FTE). Faculty members working less than full-time but at least .33 shall accumulate service toward completion of the probationary period on a pro rata basis.

Subd. 2. Faculty Employed Prior to July 1, 1995. Full-time and part-time faculty members working at least .33 FTE who began employment prior to and completed their probationary period by July 1, 1995, shall be considered to have completed their probationary period. Full-time and part-time faculty members working at least .33 FTE who began employment prior to and have not completed

their probationary period by July 1, 1995, shall be given credit for the years of service toward completion of their probationary period recognized as of June 30, 1995, by the technical or consolidated college transferring the faculty member to the Employer. Thereafter, the faculty member shall complete his or her probationary period on a three (3) continuous, full academic years of service basis.

Subd. 3. Part-time Faculty Employed Less Than .33 FTE. Part-time faculty members employed less than .33 FTE at a technical or consolidated college shall not be eligible for non-probationary status and will permanently remain in a probationary status.

Subd. 4. Part-time Faculty Employed at More Than One (1) Technical or Consolidated College. Part-time faculty members working at more than one (1) technical college may aggregate their FTE's from each of the technical or consolidated colleges at which the faculty member works in order to meet the .33 FTE threshold to participate in a probationary period. Faculty members who participate in and ultimately satisfy the probationary period because of aggregating FTE's are allowed in this subdivision to acquire seniority rights for the purpose of this Article at each technical college only to the extent of the FTE position held by the faculty member at that particular technical or consolidated college.

Subd. 5. Adjunct Faculty. Adjunct faculty cannot fulfill a probationary period.

Subd. 6. Termination. Probationary faculty members are subject to termination without cause upon written notice without recourse to the grievance procedure or to termination for cause pursuant to Article 23. There shall be no employment rights for layoff or recall for probationary faculty members. The termination of a probationary faculty member without cause shall be effective at the end of the academic quarter immediately following the academic quarter during which the notice is given.

Section 2. Seniority Defined. Seniority shall accrue to qualified non-probationary faculty members in each area of assignment or licensure. Seniority of a non-probationary faculty member shall be determined by the first paid day of service in the faculty member's area of assignment or licensure(s). For employees hired before July 1, 1995, the starting date shall be that date established by their previous Employer (technical college). For employees hired after July 1, 1995, the starting date shall be the first day of service in an area of assignment or in a position requiring a license. Non-probationary full-time faculty members shall always be deemed to be more senior than less than full-time faculty members. Full-time faculty members may assert seniority to a maximum of 1.0 FTE. Part-time faculty members may not assert seniority to a FTE position in excess of their most recent annual FTE. In no event will a faculty member be allowed to assert seniority to an amount greater than 1.0 FTE. The procedures for the establishment, posting and appeal of the seniority lists is described below:

Subd. 1. Establishment of State-Wide Seniority Lists.

- (a.) Separate seniority lists for non-probationary full-time instructors and less than full-time instructors shall be prepared and distributed to each site. The seniority lists shall include the following information: instructor's name; most recent date of continuous service; license(s); seniority increments; and assigned college/campus/site.

Subd. 2. Posting of Seniority Lists. Seniority lists shall be posted on the official bulletin board in a prominent place on each site and copies shall be provided to UTCE by November 1 of each year.

Subd. 3. Appeals of Seniority Lists.

- (a.) Any faculty member who disagrees with the accuracy of the seniority list in any respect will have ten (10) days from the date of posting to submit a written request for a change in the seniority list, with documentation, to the faculty member's President.
- (b.) Any faculty member who disagrees with the posted seniority list may file a grievance within ten (10) days of the President's response to the request for a change or within twenty (20) days of the faculty member's initial request for a change. Any such grievance shall begin at Step 2.
- (c.) The final seniority lists as determined by a. and b. above, shall be binding on the Employer, UTCE and the faculty member. The arbitrator's decision on the seniority ranking shall be final and binding.
- (d.) Errors of fact on the seniority roster may be raised by either party at any time and changed by mutual agreement of the College and local UTCE.

Subd. 4. Tie Breakers. A tie in seniority shall be broken by using the following criteria in the order listed:

- (a.) The faculty member with the earlier issue date of initial full-time post-secondary licensure by the issuing agency for technical colleges shall be senior.
- (b.) If criteria (a.) does not break the tie, 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 be senior.
- (c.) If criteria (b.) does not break the tie, then the teacher who signed the initial licensure application submitted to the issuing agency on the earlier date, as evidenced by the date of the signature indicated on the application, shall be senior.
- (d.) If criteria (a.), (b.), or (c.) do not break the tie, then a coin flip will be used to break the

tie.

Subd. 5. Break In Service. Seniority shall be broken by resignation, retirement, failure to return from an authorized leave of absence, or termination for cause. A non-probationary full-time or part-time faculty member who is placed in temporary part-time status shall not be considered to have had a break in service during the period of temporary part-time status.

Subd. 6. Seniority in New Area of Assignment or Licensure. If subsequent to a faculty member's start of non-probationary service in the faculty member's initial area of assignment or licensure, another assignment or license is acquired by such faculty member, the seniority in this area of assignment or licensure shall be established pursuant to this Article. When additional area(s) of assignment or licensure is/are established for a faculty member, the faculty member accumulates seniority in the additional area(s) of assignment or licensure for as long as the faculty member remains a non-probationary faculty member in the system. A faculty member on layoff who claims a vacancy at another college in a new area of assignment or licensure shall retain system seniority in all individual area(s) of assignment or licensure(s).

Subd. 7. Retention of Seniority. A faculty member who accepts a position in another college shall retain system-wide seniority.

Section 3. Site Defined. Site, for purposes of this Article, shall be defined as an individual site such as Native American reservations. Correctional Facilities are another example of a site. Sites for Community-based programs such as Farm Business Management and Small Business Management shall be determined by mutual agreement between the Employer and UTCE. A college may include multiple campuses or sites.

Section 4. Layoffs. Layoffs of non-probationary faculty members shall be based on standards which are subject to the review and comment process of the Faculty Senate. Decisions of the college as to the necessity of laying off faculty are not subject to the grievance procedure.

Subd. 1. Order. Layoffs shall be based on inverse seniority. When layoffs are made in the bargaining unit, the following order will be followed: first, temporary employees; second, probationary faculty members; third, faculty members having the least seniority within the areas of assignment or licensure. A faculty member shall not be placed on layoff if a less senior faculty member holds a position for which the first faculty member has greater seniority according to the following order: site, campus, college.

- (a.) Temporary faculty position(s) shall be terminated before a probationary faculty member in the area of assignment or licensure is placed on layoff.
- (b.) Probationary faculty position(s) in the area of assignment or licensure shall be terminated before any non-probationary faculty member is placed on layoff.

- (c.) Non-probationary part-time faculty shall be placed on layoff, based on inverse seniority within an area of assignment or licensure, prior to placing any non-probationary full-time faculty member(s) in the area of assignment or licensure on layoff.
- (d.) 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.
- (e.) 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.
- (f.) 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

Subd. 2. Multiple Area of Licensure. A non-probationary faculty member who has more than one (1) "area of assignment or licensure" shall not be placed on layoff but will be reassigned to another area of assignment or licensure at his/her college. The faculty member shall be reassigned according to seniority in the "new" area. Affected faculty member(s) will be reassigned according to seniority in new assignment or licensure areas unless more than one (1) (affected) faculty member is licensed in the same licensure area.

- (a.) When assignment qualifications or licensure is identical, the faculty member with the greater seniority will have the option of choosing reassignment to the new position. If the more senior faculty member rejects an offer to claim such assignments, the less senior faculty member will be reassigned in that area. The above described process will be repeated until assignment and/or licensure realignment and all necessary reassignments are complete.
- (b.) Once a decision is rendered by the more senior faculty member, the process as described above continues for the remaining faculty member(s) according to the provisions of this Agreement.
- (c.) When any of the above occurs, no displaced faculty member will be assigned to teach in the area of assignment or licensure where the initial layoff (or reassignment) occurred until such time that the faculty member on layoff (or reassignment) has claimed another full-time position, had his/her layoff rescinded, resigned, or if appropriate, had her/his five (5) year claiming rights expire, whichever comes first. When any of the conditions set forth in this paragraph are met, the faculty member shall be offered all available assignments for which he/she is qualified.

- (d.) The Employer shall not be required to realign faculty members among programs in which they hold the proper credentials and/or have seniority in order to prevent a less senior faculty member from being laid off. The parties acknowledge that the principles of realignment articulated in the Strand and Harms cases and their progeny do not apply to layoffs under this Article.

Subd. 3. Notice of Layoff. If a layoff is contemplated, the non-probationary faculty member on the seniority roster who is to be placed on layoff shall be notified of the impending layoff at least ninety (90) days prior to the end of the individual's academic year. The Employer shall provide both UTCE and the affected faculty member a written summary of the rationale for the layoff. The effective date of layoff shall be the end of the individual's academic year. Layoffs are subject to the grievance procedure.

Subd. 4. Retraining. The Faculty Senate may consider and recommend retraining for a non-probationary faculty member who has received written notice of layoff. It is recognized that the Employer retains the ultimate decision-making authority on whether to provide retraining to the non-probationary faculty-member.

Subd. 5. Temporary Part-time. No layoffs shall be made if the College continues to employ temporary part-time faculty members who are performing bargaining unit work in the faculty member's areas of assignment or licensure.

Subd. 6. Recall and/or Reinstatement to Original Position. If a faculty member is on layoff or has claimed a position or accepted a position within the technical and consolidated colleges and the faculty member's original position is reinstated at .5 FTE or greater within five (5) years of the effective date of layoff, the faculty member shall have the first right to reclaim such position.

Subd. 7. Consultation. The Employer shall provide, upon request, consultation on retraining and transfer for faculty members who have received layoff notices.

Subd. 8. Claiming Positions.

- (a.) **Vacancies.** Eligible faculty members shall have claiming rights to vacant positions in the Technical College system on the basis of system-wide seniority for up to five (5) years after the effective date of their layoff. Written notice of vacancies for which the faculty member has seniority shall be sent to the faculty member's last known address on file with the College provided that the faculty member has given the College written notice of his/her availability for reemployment prior to January 1 of each year he/she is on layoff. Failure of the vacancy notice to reach the faculty member shall not be the responsibility of the Employer. The faculty member shall have ten (10) days from the date of postmark of such notice to assert a claiming right. Failure to reply within ten (10) days of the postmark date

shall constitute a waiver on the part of the faculty member to that position only. Once a faculty member on layoff has claimed and been awarded a vacancy within the system, the claimed position may not be withdrawn. A faculty member on layoff may reject any offer with no penalty or loss of rights. If the faculty member claims a part-time position, the faculty member shall retain rights to a full-time position.

- (b.) Claiming Full-time Vacancies. Current faculty members may claim vacant full-time positions within the technical and consolidated colleges for which they are qualified in the following order according to seniority (most senior first):
 - non-probationary full-time faculty members on layoff
 - non-probationary full-time faculty members who have been notified of layoff

- (c.) Claiming Part-time Vacancies. Current faculty members may claim part-time vacancies within the technical and consolidated colleges for which they are qualified in the following order according to seniority (most senior first):
 - non-probationary full-time faculty members on layoff
 - non-probationary full-time faculty members who have been notified of layoff.(Non-probationary part-time faculty may only exercise these rights at the College from which they were laid off)
 - non-probationary part-time faculty members on layoff
 - non-probationary part-time faculty members who have been notified of layoff

- (d.) Interviewing for Positions held by Probationary Faculty. A non-probationary faculty member who has been notified of layoff shall have the right to interview for a position in the state occupied only by a probationary faculty member in the same licensure area. The Chancellor or designee shall notify by certified mail all faculty members notified of layoff of all probationary positions for which they are qualified. Copies shall also be sent to the UTCE State President. If the faculty member is denied the position after the interview, written rationale for the denial shall be provided to the faculty member by the College President or designee within ten (10) days. If the employee fails to request an interview within ten (10) days of the postmark of the notification, he/she waives the right to interview for a position whether at the College or state level and will be placed on layoff according to this Agreement. As long as the appropriate faculty notification and written rationale for the denial is provided, the decision is not subject to the grievance procedure.

- (e.) Interviewing for Temporary Full-time Vacancies. A non-probationary full-time faculty member who has been notified of layoff or is on layoff shall have a right to interview for a temporary full-time vacancy.

Section 5. Effect. This Article shall govern all faculty members in the bargaining unit, including faculty members on unrequested leave of absence pursuant to M.S. 125.12, Subd. 6a. or 6b., or M.S. 125.17,

or approved leaves of absences. Faculty members on unrequested leave as of the date this collective bargaining agreement is ratified shall have reinstatement rights according to the terms of this Article for five (5) years from the date of initial layoff.

Section 6. Faculty Mobility.

Subd. 1. Vacant Positions.

- (a.) **Notification.** 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 UTCE State President. No position shall be filled until at least ten (10) days have elapsed after notification posting.
- (b.) **Interviewing for Vacancies.** Faculty members wishing to interview for a vacant position must notify the College President or designee where the vacancy exists of their intent to do so in accordance with the time lines specified on the vacancy notice. In order to interview for a position, faculty members must hold a current license or be qualified for the vacancy.

A current non-probationary faculty member shall have the right to interview for vacant positions within the Minnesota Technical Colleges for which they are qualified. If the faculty member is denied the position after the interview, written rationale for the denial shall be provided to the faculty member by the College President or designee within ten (10) days. Official notification to faculty who are not successful applicants shall be sent prior to the official announcement of the name of the successful applicant. As long as appropriate faculty notification and written rationale for the denial is provided, the decision is not subject to the grievance procedure.

Subd. 2. Interviewing for Additional Work. After the requirements of Article 14 (Workload) of this Agreement have been met, non-probationary part-time faculty members shall have the right to interview for “new” workload up to a full-time load within their area(s) of assignment or licensure. If the faculty member is denied the position after the interview, written rationale for the denial shall be provided to the faculty member by the College President or designee within ten (10) days. Official notification to faculty who are not successful applicants shall be sent prior to the official announcement of the name of the successful applicant. As long as written rationale for the denial is provided, the decision is not subject to the grievance procedure.

Subd. 3. Exchange Status. An exchange status of up to two (2) years may be granted to a faculty member upon application by the faculty member and approval by College Presidents, for the purpose of participating in an exchange program. This status may be granted to a faculty member(s) who have arranged to exchange positions within the Minnesota Technical Colleges and to a faculty member who has arranged to exchange positions with faculty member(s) in a system other than the Technical and consolidated colleges.

- (a.) The Employer shall continue its exchange faculty member under the system's salary schedule, and all rights and privileges of that faculty member shall continue in effect during the exchange period.
- (b.) Faculty members who exchange positions within the technical colleges shall be carried on the payroll of the original campus, and the allocation of funds to support the positions shall be made to the original campus.

Subd. 4. Faculty Transfer to Temporary Positions or Special Assignments. For the purposes of this subdivision, a temporary position or special assignment shall be a college appointment that has a specific starting and ending date and terminates at the end of the stated period. Non-probationary faculty members shall have the right to interview for temporary positions or special assignments. If the faculty member is denied the position after the interview, written rationale for the denial shall be provided to the faculty member by the College President or designee within ten (10) working days. Official notification to faculty who are not successful applicants shall be sent prior to the official announcement of the name of the successful applicant. As long as written rationale for the denial is provided, the decision is not subject to the grievance procedure. Upon completion of the temporary position, the faculty member shall return to her/his previous position. The faculty member shall retain and accrue seniority at the college/campus/site from which the temporary transfer took place. Other outside candidates will only be considered for the posted vacancy if the position remains unfilled after all provisions of this Agreement have been met and satisfied.

Subd. 5. Transfer. Transfer shall be only by mutual consent of the Employer, faculty member, and UTCE.

Subd. 6. Return from Non-Bargaining Unit Positions. Employees who have accepted positions in MnSCU but outside of the UTCE bargaining unit shall have the right, for a period of five (5) years, to an interview for vacant positions. If employees return, they shall have their seniority, rights, and benefits restored to the level earned at the time they left the unit.

Subd. 7. Summer School Work Assignments. The most senior faculty member who is qualified for the work assignment and has taught the course content(s) within the previous three fiscal years shall have the first choice for summer work in the department in which they are teaching. If the most senior member refuses the work assignment, the offer of summer work progresses to the next most senior faculty member. Progression continues until the least senior person refuses the summer work assignment.

ARTICLE 28

Severance Pay and Retirement Incentive

Section 1. Administration of Severance Pay and Retirement Incentive.

Subd. 1. Sunset Provision. A Faculty member hired after June 30, 1995, shall not be eligible for the provisions outlined in Section 2., Subd. 2, and Section 3.

Subd. 2. Payment of Benefits. Faculty members shall receive compensation for the benefits outlined in Section 2 and Section 3 in three (3) annual payments, the first upon separation and the remaining two in each of the following years on the anniversary of separation. Faculty members who become eligible for severance pay pursuant to Section 2., Subd. 1.(1.) (a.) (c.) shall receive a lump sum payment during the pay period immediately following their last pay period.

Section 2. Severance Pay. Severance pay shall be granted to faculty members who complete ten (10) years of service under the following provisions:

Subd. 1. Basic Severance Pay.

- (1.) **Eligibility.** All faculty members shall be eligible for basic severance pay under the following provisions:
 - (a.) All faculty members who have completed ten (10) years of service shall receive basic severance pay upon permanent separation from state service.
 - (b.) All faculty members who are mandatorily retired from state service or are separated by reason of death shall receive basic severance pay. In the event of death, such payment shall be made to the beneficiary designated by the faculty member under the Minnesota Teacher's Retirement Association, Retirement Plan in a city of the first class, or Individual Retirement Account Plan.
 - (c.) All eligible full-time and part-time faculty members who are laid off from service in the technical colleges shall receive basic severance pay.
 - (d.) Faculty members who retire from state service after ten (10) years of continuous state service and who are immediately entitled at the time of retirement to receive an annuity under a state retirement program shall, notwithstanding an election to defer payment of the annuity, also receive basic severance pay.
- (2.) **Benefits.** The faculty member shall receive basic severance pay in an amount equal to forty percent (40%) of the faculty member's accumulated but unused sick leave balance (not to exceed one hundred twelve (112) days) plus twelve percent (12%) of the faculty member's accumulated but lapsed unused sick leave times the faculty member's regular daily rate of pay at the time of separation. If necessary, accumulated but unused bank days shall be added to the sick leave balance to attain the one hundred twelve (112) days maximum.

Subd. 2. Enhanced Severance Pay.

- (1.) Eligibility. Faculty members hired prior to July 1, 1995 who have reached age fifty-five (55) and have fifteen (15) years of service shall be eligible for enhanced severance pay under the following provisions:
 - (a.) All faculty members hired before July 1, 1995 who have reached age fifty-five (55) and have fifteen (15) years of service shall be eligible for enhanced severance pay upon permanent separation from state service.
 - (b.) All faculty members who are mandatorily retired from state service or are separated by reason of death shall receive enhanced severance pay. In the event of death, such payment shall be made to the beneficiary designated by the faculty member under the Minnesota Teacher's Retirement Association, Retirement Plan in a city of the first class, or Individual Retirement Account Plan.
 - (c.) All eligible full-time and part-time faculty members who are laid off from service in the technical colleges shall receive enhanced severance pay.
 - (d.) Faculty members who retire from state service after ten (10) years of continuous state service and who are immediately entitled at the time of retirement to receive an annuity under a state retirement program shall, notwithstanding an election to defer payment of the annuity, also receive enhanced severance pay.

- (2.) Benefits. The faculty member shall receive enhanced severance pay in an amount equal to fifty percent (50%) of the faculty member's accumulated but unused sick leave balance (not to exceed one hundred twelve (112) days) plus twelve percent (12 %) of the faculty member's accumulated but lapsed

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Subd. 3. Reinstatement. Should any faculty member who has received basic or enhanced severance pay be subsequently reappointed to state service, eligibility for future severance pay shall be computed upon the difference between the amount of accumulated but unused sick leave restored to the faculty member's credit at the time the faculty member was reappointed and the amount of accumulated but unused sick leave restored to the faculty member's credit at the time the faculty member was reappointed and the amount of accumulated but unused sick leave at the time of the faculty member's subsequent eligibility for basic or enhanced severance pay. However, if the faculty member has bought back the total amount of sick leave previously paid off on severance, eligibility for future severance pay shall be computed upon the amount of accumulated but unused sick leave to the faculty member's credit at the time of the faculty member's subsequent eligibility for severance pay.

Section 3. Retirement Incentive Grandparent Clause.

Subd. 1. Eligibility. Faculty members who as of July 1, 1995, have served at least ten (10) years

in Minnesota Technical College(s), and/or in a K-12 district(s) which was the Employer for a technical college, shall be eligible for the retirement incentive and severance except for post age sixty-five (65) insurance. The aggregate from the above-described Employers shall be considered as single eligibility for the purposes of this section where no break in service occurred. This section shall include Farm Business Management (FBM), Small Business Management (SBM), or any other instructor who became the employee of a technical college when a program was transferred, or is transferred, to a technical college from a K-12 district. Those faculty who have ten (10) years of service as defined above by July 1, 1995 will have a choice at the time of retirement to choose the early retirement and severance provisions of their member district 1993-1995 contract from which they transferred to the state on July 1, 1995, or the enhanced severance pay as provided in Section 2., Subd. 2. In no event, however, will a faculty member be allowed to receive Employer provided health insurance beyond age sixty-five (65). The Employer contribution shall continue at the Employer dollar contribution in effect on the date of retirement.

Section 4. Supplemental Retirement. Pursuant to M.S. 136.80, 136.81 and 356.24, the Employer shall deduct from the salary of full-time faculty a sum equal to five (5) percent of the annual salary paid after the first six thousand dollars (\$6,000) up to a maximum of five hundred dollars (\$500) per year to be paid to the Minnesota State Colleges and Universities Supplemental Retirement Account of the retirement fund. The Employer shall make a contribution in an amount equal to the deductions made from the faculty member's salary. Deductions shall begin in the faculty member's third year of employment.

Section 5. Phased Retirement Program.

Subd. 1. Eligibility. Pursuant to M.S. 354.66, unlimited full-time faculty members who are fifty-five (55) years of age and who have at least ten (10) FTE years of service credit in the Minnesota State Colleges and Universities shall be granted, upon application, a phased retirement subject to the provisions below.

Subd. 2. Application Procedure. Faculty members who are eligible may request in writing to take part in the phased retirement program. Such written request shall be submitted prior to the end of Fall quarter in the academic year prior to the year the reduction is going to start. The length of the phased retirement period and the faculty member's annual workload shall be mutually agreed to by the faculty member and the College President, subject to the limitations in Subd. 3. below. The agreed upon arrangements shall be made in writing between the faculty member and the College President. A copy of the phased retirement agreement shall be forwarded to the Chancellor's designee and the UTCE President.

Subd. 3. Terms of Program. The phased retirement agreement must meet the following terms:

- (1.) A length of time no less than one (1) year and no more than ten (10) years.
- (2.) An annual workload no less than .33 FTE and no more than .67 FTE.

The level of reduction and the length of time phased retirement may change upon mutual agreement of the faculty member and the College President. At the end of the phased retirement period the faculty member must retire from MnSCU.

Subd. 4. Benefits. The faculty member shall continue to receive insurance benefits and payment toward their Teacher's Retirement, City of the First Class Teacher Retirement Account or IRAP as if working full-time. Any employee contributions toward insurance premiums will continue to be deducted from the faculty member's paycheck. The faculty member shall be directly responsible for payment of the faculty member's portion of TRA or IRAP.

ARTICLE 29

Americans With Disabilities Act

Section 1. Purpose. The Employer has an obligation under Americans with Disabilities Act (ADA) to consider accommodation requests from disabled faculty members. The Employer's decision regarding a faculty member's accommodation request is not subject to the grievance procedure. In the event that the Employer's efforts to satisfy a faculty member's request for personal accommodation would conflict with this Agreement, the Employer and UTCE shall follow the procedures in Section 2.

Section 2. Process.

Subd. 1. Responsibility. Both parties recognize a responsibility to respect the privacy and confidentiality of employees. An employee seeking an accommodation shall be entitled to a union representative. The Employer shall review employee requests for accommodations considering ADA defined options which include but may not be limited to the following: equipment purchase or modification; faculty access improvement; scheduling modifications, restructuring of current positions and duties which are allowable under the collective bargaining Agreement.

Subd. 2. Waiver of Agreement Provisions. If during efforts to accommodate a disabled faculty member the Employer become aware that waiver of certain provisions of this Agreement are necessary, it shall request a meeting to negotiate items specific to the employee's accommodation with the state UTCE. At or before the initial meeting, the Employer shall inform UTCE of the employee's restriction(s) subject to each party's confidentiality obligations, the specific contract provision(s) needing waiver, and the manner in which the Employer proposes to modify the contract provision(s). The Employer shall consider accommodation options presented by UTCE, if any.

Subd. 3. Temporary Accommodations. The Employer may make temporary accommodations requested by the employee between the meeting with UTCE and its response.

Subd. 4. Formalized Agreement. A waiver of provisions in this Agreement that is specific to the individual situation and satisfies ADA requirements will be negotiated by the Employer and UTCE and formalized in a Memorandum of Understanding.

ARTICLE 30

Miscellaneous Provisions

Section 1. Physical Examinations. Physical examinations and immunizations required by the Employer shall be paid for by the Employer and shall be consistent with state and federal laws.

Section 2. Substitutes. Faculty members being temporarily replaced for any reason shall assist in

determining if a substitute is qualified. Faculty member shall not be responsible for any expenses incurred to hire either a casual or long-term replacement for a faculty member.

Section 3. Attendance at Technical College Functions. Faculty member attendance at all technical college functions and activities shall be voluntary unless part of the faculty member's workload.

Section 4. Safety Equipment. Safety equipment such as uniforms, safety glasses (including full prescription lenses and frames), safety shoes, etc. as required by the Employer, will be provided to employees, as needed, by the Employer at no cost to the employee.

Section 5. Parking Fees. Faculty members at a college will not be assessed any fee for parking greater than other employees at the same college.

Section 6. College Closing. If a college closes because the Governor declares an emergency, or the College President or his/her designee declares an emergency pursuant to MnSCU board policy, faculty members will not be required to make up the time lost during such closing, and such faculty members shall not lose salary or benefits as a result of such closing. If college classes are canceled because the College President or his/her designee declares an emergency pursuant to MnSCU board policy, faculty members may make appropriate curricular adjustments as approved by the administration (e.g. office hours or other compensatory activities), or take personal leave. When the personal leave option is selected, the faculty member will submit the proper leave request as soon as possible.

Section 7. Paraprofessional Coordination. Faculty input for the evaluation of paraprofessionals under their coordination shall be advisory to the administration.

Section 8. Correctional Facility Faculty. Correctional Facility faculty shall not be required to perform lock-downs and cell searches.

ARTICLE 31

Complete Agreement And Severability

Section 1. Effect. This Agreement constitutes the full and complete written Agreement between the Employer and UTCE. The parties specifically agree that the provisions of this collective bargaining Agreement supersede any and all prior agreements as indicated in this Agreement.

The parties specifically agree that portions of prior collective bargaining agreement will continue in effect only if contained in attached appendices which are incorporated by reference as if fully set forth herein.

Section 2. Finality. The provisions of this collective bargaining Agreement will not be open for negotiations during the term of the agreement except as described in this Agreement or through mutual consent of the parties in a written, signed Memorandum of Understanding incorporated by reference into this Agreement.

Section 3. Severability. The provisions of this Agreement shall be severable and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof. If a provision is rendered inoperative by this Article, but subsequently becomes legal as a result of a modification of federal and state laws during the term of this Agreement or extension thereof, the operation of such provision shall be renewed.

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ARTICLE 32
Duration

This Agreement shall be effective on the 24th day of June, subject to acceptance by the Minnesota State Legislature, and shall remain in full force and effect through June 30, 1999. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than June 15, 1999, or by October 1 of any succeeding year, that it desires to modify this Agreement. When such notice is given, negotiations shall begin within 30 days. All provisions of this Agreement shall remain in full force and effect during the period of negotiations.

In witness whereof, the parties hereto have set their hands this 24th day of June 1998.

**FOR THE STATE OF MINNESOTA, FOR THE UNITED TECHNICAL
MINNESOTA STATE COLLEGES COLLEGE EDUCATORS:
AND UNIVERSITIES:**

Morrie Anderson, Chancellor

Bruce Hemstad, President

Jim Lee, Deputy Commissioner
Department of Employee Relations

Pam Graff
Lead Negotiator

John Shabatura
Associate Vice Chancellor for Labor Relations

Robert Menne
1st Vice President

Michael Goar, Lead Negotiator
System Director for Labor Relations

Jeffrey O. Wade
Labor Relations Representative Principal

Team Members:

Deena Allen	Robert Larson	Diane Paulson
Julie Goodman	Larry Lundblad	Larry Shellito
Jerry Johnson	Diane MacMillan	Lori Voss
Robert Larson	Toni Munos	

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