

Collective Bargaining Agreement

Adjunct Faculty

Minneapolis College of Art and Design
and
Service Employees International Union,
Local 284

January 1, 2023 – August 15, 2026

Table of Contents

ARTICLE I RECOGNITION AND BARGAINING UNIT DESCRIPTION	1
ARTICLE II DEFINITIONS	1
ARTICLE III ACADEMIC FREEDOM	2
ARTICLE IV ROLE OF FACULTY IN MCAD’S MISSION	2
ARTICLE V UNION SECURITY AND DUES DEDUCTION	3
ARTICLE VI UNION RIGHTS	4
ARTICLE VII BARGAINING UNIT INFORMATION	5
ARTICLE VIII NON-DISCRIMINATION AND EMPLOYMENT	5
ARTICLE IX ACCESS TO SERVICES AND DEPARTMENTAL SUPPORT	6
ARTICLE X PERSONNEL FILES	7
ARTICLE XI HEALTH AND SAFETY	7
ARTICLE XII ADJUNCT LABOR MANAGEMENT COLLABORATION COMMITTEE	8
ARTICLE XIII PAY DAY	8
ARTICLE XIV COMPENSATION	8
ARTICLE XV LEAVES OF ABSENCE	10
ARTICLE XVI FACULTY DEVELOPMENT	12
ARTICLE XVII BENEFITS	13
ARTICLE XVIII REAPPOINTMENT	13
ARTICLE XIX DISCIPLINE	15
ARTICLE XX GRIEVANCE AND ARBITRATION	15
ARTICLE XXI NO STRIKE/NO LOCKOUT	17
ARTICLE XXII MANAGEMENT AND ACADEMIC RIGHTS	18
ARTICLE XXIII SAVINGS CLAUSE	20
ARTICLE XXIV TERM OF AGREEMENT	20

**Collective Bargaining Agreement – Adjunct Faculty
Minneapolis College of Art and Design
and
Service Employees International Union, Local 284**

This Agreement is entered into by and between the Minneapolis College of Art and Design (“MCAD” or the “College”) and Service Employees International Union, Local 284, (the “Union”).

It is the purpose of this Agreement to set forth the wages, hours of employment and other terms and conditions of employment for Faculty Members in the bargaining unit.

The Union and MCAD value and respect the role of the Faculty covered by this Agreement as contributors to a learning community. We maintain the strength of our community through respect, diversity, collegiality, cooperation, communication, openness, and accountability. Our community is committed to rigorous scholarship, intensive studio work, the use of innovative technologies, and the highest levels of professional and ethical standards. In all matters, we consider first what best serves the education and well-being of our students.

The nature of our relationship is evident in our ongoing collaboration to resolve issues of mutual interest as well as differences as they arise. We are committed to resolving disputes through such collaborative and informal processes, and, when necessary, the grievance and arbitration procedure established in this Agreement, including its emphasis on informal resolution, or if applicable, through the National Labor Relations Board.

**ARTICLE I
RECOGNITION AND BARGAINING UNIT DESCRIPTION**

Section 1. MCAD recognizes the Union as the sole and exclusive collective bargaining representative of Faculty Members in the following Bargaining Unit: All part-time Faculty who teach undergraduate or graduate level credit-earning courses or labs at MCAD’s campus locations in Minneapolis, Minnesota, including but not limited to Faculty holding the titles of Adjunct Faculty or Adjunct Professor.

Section 2. The following employees are excluded from the bargaining unit: all full-time Faculty including ranked Faculty holding the titles of Assistant Professor, Associate Professor or Full Professor, Ranked Pro Rata Faculty and Visiting Faculty; Administrators (including Deans, Directors, Provosts and Chairs who may have teaching assignments); Instructors who do not also serve as Faculty Members; Mentors who do not also serve as Faculty Members; Faculty who teach exclusively on-line; Student Assistants at any level (including those teaching courses in addition to being paid a stipend); Adjuncts who are also employed by the College in an administrative role; all other employees at the College (including those who teach a class or course and are separately compensated for such teaching); managers, confidential employees, office clerical employees, guards and supervisors as defined in the National Labor Relations Act.

**ARTICLE II
DEFINITIONS**

1. **“Bargaining Unit”** – the term “Bargaining Unit” as used in this Agreement refers to the bargaining unit defined in Article 1, Recognition.

2. **“Faculty”** – the term “Faculty” or “Employee” as used in this Agreement refers to the Adjunct Faculty as defined in Article 1, Recognition.
3. **“MCAD” or the “College”** – the terms “MCAD” or “College” as used in this Agreement refer to the Minneapolis College of Art and Design.
4. **“SEIU” or the “Union”** – the terms “SEIU” and “Union” as used in this Agreement refers to the Service Employees International Union Local 284.
5. **“Semester”** – the word “Semester” as used in this Agreement refers to Fall or Spring Semester, as applicable.
6. **“Term”** - the word “Term” as used in this Agreement refers to Summer Term.

ARTICLE III ACADEMIC FREEDOM

Section 1. Academic freedom applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

Section 2. Faculty are entitled to full freedom in publications and research subject to meeting the needs of their other academic duties, but curricular and co-curricular projects for personal pecuniary gain which involve MCAD students, equipment or facilities or otherwise relate to MCAD, must be approved in advance by the Vice President of Academic Affairs.

Section 3. Faculty are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching matter which has no relation to the curriculum, subject, or learning outcomes of the class.

Section 4. Faculty are citizens, members of a learned profession, and employees of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and Faculty Members, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should indicate that they are not speaking for the institution.

ARTICLE IV ROLE OF FACULTY IN MCAD’S MISSION

In accordance with MCAD policies, Faculty at MCAD have a role in the academic quality of the curriculum, including its development, implementation, currency and relevance, as well as for the assessment of student learning. Faculty may provide recommendations, or at the sole discretion of MCAD, participate in the promulgation and development of:

- a. MCAD’s policies regarding program and curriculum development, student evaluations, and other issues of academic standards;

- b. MCAD's policies regarding the admission, retention, and graduation of students;
- c. MCAD's policies regarding the granting of degrees and awards for all students;
- d. Priorities for faculty hiring and the standards and policies used in identifying successful applicants; and
- e. Any other subjects on which MCAD seeks Faculty input.

ARTICLE V UNION SECURITY AND DUES DEDUCTION

Section 1. The Union shall be entitled to have payroll deductions for dues or a representation fee made from the payroll checks of any Faculty Member who authorizes such deductions to be made. Each payday, MCAD shall deduct from the Faculty Member's wages a sum of dues owed the Union and authorized by the Faculty Member in accordance with state and federal law, provided the Union furnishes MCAD with the Faculty Member's authorization to do so in written or electronic form in accordance with law. The Union will provide MCAD a suitable form for the authorization of this payroll deduction. MCAD shall include that form in the initial employment packet given to a new Faculty Member.

Section 2. MCAD shall collect through payroll deduction voluntary contributions made by Faculty Members to the SEIU Local 284 Committee on Political Education (COPE) and remit such funds to the Union at the same time union dues are remitted. All contributions are strictly voluntary and can be in any amount determined by the Faculty Member. The Union will provide MCAD a suitable form for the authorization of this payroll deduction.

Section 3. The Union will be solely responsible for obtaining deduction authorizations from existing Faculty Members and submitting such authorizations to MCAD's payroll department.

Section 4. MCAD shall assume no financial or other obligation arising out of the provisions of this Article. The Union hereby agrees that it shall defend, indemnify, and otherwise hold MCAD harmless against any and all claims, demands, actions or proceedings by a Faculty Member arising out of or by reason of action MCAD takes pursuant to this Article.

Section 5. On or about the 20th of the month following the authorized deductions, monies deducted by MCAD shall be transmitted by mail or electronically to the Union, provided the Union has submitted sufficient instructions to MCAD as to the amount to be deducted and the logistics of transmission to the Union.

Section 6. It shall be a condition of employment that all Faculty Members covered by this Agreement who are hired on or after its effective or execution date, whichever is later, shall, on or after the thirtieth (30th) work day following the beginning of such employment, either become and remain members in good standing of the Union or pay an agency fee as determined by the Union.

Section 7. The Union may request that a Faculty Member who fails to join the Union, maintain Union membership, or pay a representation fee be dismissed. If the Union makes such a request, MCAD shall comply. Prior to any dismissal, the Faculty Member shall be offered an opportunity, within thirty (30) calendar days following the written notification from the Union to MCAD

requesting discharge, to pay the required dues or representation fees that have not been tendered. If the Faculty Member fails to pay within that time period, and the Union so verifies, MCAD shall dismiss the Faculty Member, provided, however, that no such dismissal shall take effect during the Semester in which the Faculty Member is teaching a course or courses. In such case, dismissal shall be at the conclusion of the Semester.

Section 8. A Faculty Member shall be free to revoke their voluntary contribution authorization as defined in Section 2 by notifying the Union in writing. Such deductions shall continue until instruction to cease payroll deductions is given in writing by the Faculty Member to the Union. Following receipt of any check-off revocation, the Union shall notify MCAD, in writing, of the revocation.

Section 9. The Union may report missing or incorrect deductions as they become known. In the event that a payroll deduction for a Faculty Member is processed incorrectly, MCAD will correct the error as soon as possible following its being informed of the error by either the Faculty Member or the Union.

If deductions have been withheld where they are not owed, the Union shall promptly refund to the Faculty Member any dues found to have been over-deducted and transmitted to the Union and provide a copy of such refund to MCAD.

ARTICLE VI UNION RIGHTS

Section 1. The Union shall have access to space on campus, when available, for the purpose of conducting Union meetings, subject to College procedures regarding reservation and use of space and the needs of the College, provided there is no actual or attempted disruption of normal business and classroom activities. Only Union stewards can reserve space on behalf of the Union. Requests to reserve space will make clear that the purpose is for a Union meeting.

Section 2. Within two weeks of the start of a Semester/Term, the Union shall provide to the Vice President of Academic Affairs a list of those Faculty who are designated to represent the Bargaining Unit in representation meetings, the adjustment of grievances, as well as in attending to other matters relating to the administration of this Agreement. Such list will be updated as needed.

Section 3. As part of the orientation process for newly hired Faculty positions within the Bargaining Unit, MCAD shall inform the new hires of the Union's exclusive recognition, and of the location where an electronic copy of this Agreement can be viewed and/or downloaded.

Section 4. The Union shall have the right to post Union materials on the intranet as an MCAD Resource. Documents shall be furnished by and at the sole expense of the Union, and will be uploaded only by a Union steward. A link to the SEIU website may be included. As with all resource pages on the MCAD intranet site, updates are the responsibility of the sponsor of the resource page. Materials posted on the site will be appropriate to the workplace, politically non-partisan, and in compliance with state law. The Union shall indemnify, defend, and hold the College, its agents, and employees harmless against any claim, demand, suit, or form of liability arising as a result of the posting of any Union materials on the College intranet. Materials that are not posted in accordance with the provisions of the Article may be removed by College representatives.

Section 5. The Union shall have the right to use the Faculty mail boxes and MCAD e-mail to notify Bargaining Unit members about Union activities, provided there is no actual or attempted disruption of business and classroom activities.

Section 6. Any search committee established for the hiring of a President shall include one (1) Faculty Member from the Bargaining Unit, who will be chosen by the Board of Trustees.

ARTICLE VII BARGAINING UNIT INFORMATION

Section 1. MCAD shall provide the Union an electronic preliminary list in excel format of all Faculty Members covered by this Agreement no less than two (2) weeks prior to the first day of classes in the Fall Semester and one (1) week prior to the Spring Semester. If any Faculty covered by this Agreement teach in the Summer Term, MCAD shall provide the below information at least two (2) weeks prior to the commencement of the Term.

Subd. 1. The list shall include the following information: name, home address, personal phone number(s) (if provided by the Employee), MCAD email and personal email (if provided by the Employee).

Subd. 2. In addition to the above information MCAD shall provide the Union at the same time the following information for all Faculty Members:

- (i) course(s) taught by the Faculty Member during the semester;
- (ii) course title and number;
- (iii) the date the course begins and ends;
- (iv) department/program in which the course is offered;
- (v) number of credits for the course; and
- (vi) compensation for the course(s).

Section 2. MCAD shall provide the Union an updated and finalized list within twelve (12) business days following the closure of the add/drop period each Semester/Term. This list shall include the information listed in Section 1, Subd. 1 and 2 above and student enrollment for all courses taught by Faculty.

ARTICLE VIII NON-DISCRIMINATION AND EMPLOYMENT

Section 1. MCAD is committed to equal employment opportunity and a work environment that is free of unlawful discrimination and will continue to abide by its policies on these topics.

Section 2. MCAD will comply with its policies regarding reasonable accommodation of disabled or pregnant employees.

Section 3. A room shall be made available for nursing mother(s) to express milk as set forth in MCAD policies.

ARTICLE IX

ACCESS TO SERVICES AND DEPARTMENTAL SUPPORT

Section 1. New Faculty Members shall be invited to the new Faculty Member orientation at the beginning of the school year or semester as appropriate where they can be introduced to the procedures necessary to do their job. The Union shall be notified at least two (2) weeks in advance of a new Faculty orientation and afforded fifteen (15) minutes to present Union materials at the end of the orientation session provided there is no actual or attempted disruption of MCAD's business and orientation activities.

Section 2. Any written departmental mission statements, Faculty handbooks, materials related to Faculty development, guidelines or procedures, to the extent they exist, shall be made available to the Faculty Member before the beginning of the teaching assignment, with updates as available.

Section 3. If the Faculty Member is authorized in advance by the College to conduct a course-related field trip, and/or to purchase supplies, materials, and/or software for a course, the Faculty Member will be reimbursed upon submission of documentation of the expense consistent with applicable MCAD policy.

Section 4. Faculty Members shall have access to a laptop computer or a tablet as follows:

Subd. 1. When the Department Chair, in consultation with the Associate Vice President of Technology, deems that software instruction is central to the objectives of a course, a laptop computer or a tablet shall be assigned to the Faculty Member for the Semester. Faculty teaching in a computer lab will not be assigned a laptop computer or a tablet. MCAD shall decide which Faculty Members will be assigned a laptop computer or a tablet for the Semester. Faculty assigned a laptop computer or tablet shall be notified in their appointment contract. Laptops and tablets shall be programmed with the standard MCAD software build and shall be updated as needed to teach the course. Faculty who are teaching consecutive courses in Fall and Spring Semesters in which software is central to the objectives of each course shall retain the laptop or tablet between Fall and Spring Semesters. Laptops and tablets will be returned to the College the day after grades are due.

Subd. 2. Faculty who are not assigned a laptop computer or a tablet and are in temporary need of a laptop computer or a tablet for in-class instruction may check out a laptop computer or a tablet on a short term or long term basis from the Faculty laptop pool through the Media Center for a class session or longer to allow for course preparation and presentation, pursuant to Media Center policy and based on availability. Faculty Members who are not assigned a laptop computer or a tablet shall be provided access to course applicable software and access to the MCAD network. In the event MCAD reduces the number of laptop computers in its Faculty pool, or makes substantive changes to its Media Center policy regarding the length of time for which a Faculty Member can borrow a laptop computer, it will notify the Union and, if requested, bargain concerning the change(s).

Subd. 3. Those Faculty Members who have submitted all required paperwork with their signed appointment contract may request early log-in access from their Department Chair to download Office or Creative Cloud software to a personal computer or to access publicly available computers at MCAD. Faculty Members are not required to work prior to the first day of employment as defined in the appointment contract.

Section 5. Faculty members shall be provided with individual mailboxes to receive student papers, campus, and other mail.

Section 6. Faculty shall have access to academically appropriate printers, copy machines, and appropriate and available technology support and reasonable printing support through the Service Bureau in order to prepare for classes and serve students subject to the review of their Department Chair. It is not the intent that such review by the Department Chair implies that preapproval is required in all cases. Faculty Members who teach after 5:00 p.m. and on weekends will have access to office facilities and services during normal service hours in order to prepare for classes. The College will not pay for printing for personal or Union purposes.

Section 7. Faculty Members shall have access to an MCAD office computer or an MCAD public computer, course applicable software, MCAD email address and the MCAD network, and shall not lose such access between Semesters and during the Summer Term unless they are not reappointed in the subsequent Semester, except that a Faculty Member shall have access to their MCAD email account for 365 days from the most recent contract end date.

Section 8. Faculty Members shall have access to library services during the Semester in which the Faculty Member teaches and shall not lose such access between Semesters and during the Summer Term, unless they are not reappointed the subsequent Summer Term or Semester.

Section 9. Faculty Members shall have access to space to prepare for class, meet with and advise students. When necessary and feasible, space will be provided for a Faculty Member to conduct a confidential meeting with a student (although not necessarily an individual or dedicated space).

ARTICLE X PERSONNEL FILES

Section 1. Employees shall have a right of access to their files in accordance with Minnesota law by submitting a written request to the Department of Human Resources. An employee shall not be permitted to remove their personnel file from the Department of Human Resources. In accordance with Minnesota law, a Faculty Member may submit a written response to material in their personnel file which the Faculty Member disputes. This response will be included in the Faculty Member's personnel file.

Section 2. With the written permission of the Faculty Member, a Union representative shall have the right to review the Faculty Member's personnel file.

ARTICLE XI HEALTH AND SAFETY

Section 1. MCAD and the Union are committed to providing a safe working environment for Faculty Members. The Union shall have the right to designate one (1) Adjunct Labor Management Collaboration Committee member to serve on the MCAD Safety Committee.

Section 2. MCAD will comply with its student code of conduct and student policies on disorderly conduct. MCAD's administration will investigate if it is aware of a credible threat of violence.

ARTICLE XII

ADJUNCT LABOR MANAGEMENT COLLABORATION COMMITTEE

Section 1. MCAD and the Union are committed to a constructive ongoing relationship that fosters effective communication and cooperation. To that end, the parties agree to the creation of an Adjunct Labor Management Collaboration Committee.

Section 2. The Adjunct Labor Management Collaboration Committee shall consist of no more than two (2) Members of the Bargaining Unit designated by the Union and no more than two (2) representatives designated by the College. The College and the Union shall each designate one (1) Committee member to serve as co-chairs of the Adjunct Labor Management Collaboration Committee. Each of the two Faculty Members designated by the Union to serve on the Committee shall be paid \$500 per academic year. Within two (2) weeks of the start of a Semester/Term, the Union shall notify the Vice President of Academic Affairs which members of the Bargaining Unit have been designated to serve on the Adjunct Labor Management Collaboration Committee.

Section 3. The scope and function of the Adjunct Labor Management Collaboration Committee will be to consider and make recommendations, but not to formally bargain, on matters of general importance to the Bargaining Unit and the College. These meetings shall not be used for the purposes of negotiation or discussion of grievances, nor shall they be used as a substitute for the Faculty Senate.

Section 4. The parties generally expect that the Adjunct Labor Management Collaboration Committee will meet at least once a Semester and less or more often by mutual agreement of the Committee co-chairs. Adjunct Labor Management Collaboration Committee members may suggest agenda items to the co-chairs two (2) weeks prior to each meeting. By mutual agreement, the co-chairs will determine the agenda and see to the orderly running of the meetings. Either party may request a joint meeting of the Full-Time and Adjunct Labor Management Collaboration Committees.

Section 5. The College shall retain the final authority with respect to adopting any recommendation of the Adjunct Labor Management Collaboration Committee.

ARTICLE XIII

PAY DAY

Section 1. A Faculty Member shall be paid on a timely basis in accordance with the College's normal business operations, for the teaching and other compensable duties they performed, provided the Faculty member has submitted to the College, in a timely fashion, all documentation or information necessary for the processing of said payment.

Section 2. Faculty Members shall have access to an itemized pay stub in electronic form. The precise payday shall be the same day set for other employees who are similarly situated.

ARTICLE XIV

COMPENSATION

Section 1. Course Compensation Schedule. Faculty shall be compensated according to the Course Compensation Rate Schedule below. Faculty employed prior to ratification of this Agreement whose compensation was above the Course Compensation Rates listed below shall not experience a

reduction from their previous Course Compensation Rate because of the ratification of this Agreement. Faculty will continue to be paid the higher Course Compensation Rate received prior to this Agreement until their Course Compensation Rate falls within the Course Compensation Rate Schedule at which time the applicable Course Compensation Rate shall apply.

Course Compensation Rate Schedule

Completed Credits Taught at MCAD	3-Credit Course Compensation Rate			
	Spring Semester January 1, 2023 – August 15, 2023	Academic Year August 16, 2023 – August 15, 2024	Academic Year August 16, 2024 – August 15, 2025	Academic Year August 16, 2025 – August 15, 2026
Through 23	\$5,205	\$5,283	\$5,547	\$5,880
24-71	\$5,749	\$5,836	\$6,127	\$6,495
72-119	\$6,477	\$6,574	\$6,902	\$7,317
120+	\$7,038	\$7,144	\$7,501	\$7,951

Subd. 1. One Credit Classes. 1-credit courses shall be compensated at 50% of the appropriate 3-credit Course Compensation Rate from the above schedule. When possible, MCAD shall stack two 1-credit courses in an effort to ensure the Faculty a minimum compensation rate.

Subd. 2. Co-Teaching Compensation. Faculty who are co-teaching shall each be paid the full Course Compensation Rate pursuant to the Course Compensation Rate Schedule, and receive the full completed course credit for said course.

Section 2. Additional Compensation Schedule. By request of the Department Chair, Program Director or Vice President of Academic Affairs, Faculty may be asked to participate in academic activities listed below in addition to teaching a class. Faculty shall receive additional compensation according to the following Additional Compensation Schedule. Only work requests initiated by a Department Chair, Program Director or Vice President of Academic Affairs are subject to Additional Compensation; volunteer attendance at meetings will not be remunerated. Time spent in performing functions for which Faculty receive Additional Compensation does not count as completed credits in the Course Compensation Schedule.

Additional Compensation Schedule	
Required meetings/training (separate from contract obligations)	\$26.52 per hour
Special projects	\$32.24 per hour
Substitute teaching	\$45.76 per hour
Junior review panel member	\$45.76 per hour
Assigned advising on advising day	\$45.76 per hour
Course development fee (Subd. 1)	\$520.00
Curriculum development committee (Subd. 2)	\$32.24 per hour
Course cancellation fee (Subd. 3)	\$468.00
Independent study (Subd. 4)	\$416.00
Undergrad classroom visiting artist/guest speaker	\$52.00 -\$104.00 per event
MFA classroom visiting artist/guest speaker	\$52.00 -\$156.00 per event

MFA mid-program review committee member (excluding MFA mentor)	\$104.00 per student per semester
MA thesis committee (excluding thesis advisor)	\$312.00 per academic year
MFA thesis review committee member (excluding MFA mentor)	\$312.00 per student per semester
MA thesis advisor	\$728.00 per semester

Subd. 1. Course Development Fee. By invitation of the Department Chair, Program Director, or Vice President Academic Affairs and following the process set forth by the Vice President Academic Affairs, Faculty may develop new classes to be taught at MCAD. The Faculty Member who develops the course shall be paid a course development fee as stated in the Additional Compensation Schedule. A Faculty Member who designs a course shall be given the right of first refusal to teach the course the first time the course is offered, in addition to the payment of the course development fee.

Subd. 2. Curriculum Development Committee. If the Vice President Academic Affairs, Program Directors, or Department Chairs invite Faculty to participate in curriculum development, Faculty will be paid in accordance with the Additional Compensation Schedule. Curriculum development committees review and revise departmental or cross-departmental curriculum.

Subd. 3. Course Cancellation Fee. If a course is canceled within fifteen (15) calendar days prior to the scheduled first day of that class after the Faculty appointed to teach the course has accepted the appointment, the Department Chair shall notify the Faculty and they shall be paid a cancellation fee rather than the Course Compensation Rate. A course is not considered canceled if the Faculty is reassigned to an alternative section of the same class number, whether or not the new section is scheduled on the same day and time.

Subd. 4. Independent Studies. Ordinarily, independent studies are supervised only by full-time faculty. By invitation of the Department Chair, Program Director, or Vice President of Academic Affairs, an adjunct Faculty Member may supervise an independent study.

Subd. 5. MFA Mentorship Compensation Rate. Time spent as an MFA Mentor shall be compensated as follows:

Academic Year January 1, 2023 through August 15, 2024	Academic Year August 16, 2024 through August 15, 2025	Academic Year August 16, 2025 through August 15, 2026
\$1,284 per student per semester (maximum three per semester)	\$1,329 per student per semester (maximum three per semester)	\$1,375 per student per semester (maximum three per semester)

ARTICLE XV LEAVES OF ABSENCE

Section 1. Sick/Safe Time. Faculty accrue one (1) hour of sick/safe time for every thirty (30) hours worked, up to a maximum accrual of eighty (80) hours. Sick/safe time accrual balances shall be retained for the period required by applicable law.

Hours worked is determined by the following formula:

Class Credit Hours x 3.0 x Number of Weeks Taught

For example, a three credit class is equal to 135 hours (3 hours x 3.0 x 15 weeks) and would result in an accrual of 4.5 hours of sick/safe time (135/30).

When sick/safe time is utilized, the accrued sick/safe time will be decreased according to the number of course credits in the class that was missed. For example, missing one 3-credit class session will result in three (3) hours being deducted from the accrued sick/safe time balance. Faculty will be allowed to carry a negative sick/safe leave balance of up to nine (9) hours.

If a substitute instructor is used while a Faculty Member is absent and using sick/safe time, the cost of the substitute will be paid by MCAD.

Subd. 1. Sick/safe time may be used to care for the Faculty Member's own health, including illnesses or injuries not covered by Workers' Compensation. Sick/safe leave benefits can also be used for absences to care for the health of a family member or member of a household, including the Faculty Member's child (minor or adult), step-child, adopted child, foster child, spouse, sibling, parent, step-parent, parent-in-law, son or daughter-in-law, guardian, ward, registered domestic partner, grandchild, or grandparent. "Grandchild" includes a step grandchild, and a biological, adopted or foster grandchild. Benefits can also be used for attending to the health of the people who currently reside in the home of the Faculty Member.

Subd. 2. Qualifying absences for health reasons include each of the following:

- Diagnosis, treatment, recuperation, or preventative care (including doctor, dentist, or eye doctor appointments) for a medical or mental health condition, illness, or injury
- Medical or mental health emergencies
- Recuperation after giving birth; sick/safe time may also be used to care for a covered family member after the family member gives birth
- Closure of MCAD for public health reasons, inclement weather and/or other emergency reasons
- Care for a family member or member of household due to unexpected closure of their school or place of care, including closure for inclement weather.

Subd. 3. Sick/safe time may also be used to provide or receive assistance because of sexual violence, domestic abuse or stalking. Sick/safe time can be used by the Faculty Member or used to assist a family member or member of the household, as described in Subd. 1. above.

Sick/safe time can be taken for such activities as:

- Medical and psychological counseling
- Relocation, victim services, and other safety planning
- Seeking a restraining order
- Participating in a legal proceeding.

Subd. 4. MCAD will not retaliate against a Faculty Member for requesting or using sick/safe time.

Subd. 5. Sick/safe time will not be paid upon separation of employment.

Subd. 6. The Faculty Member is not required to provide specific details about the reason sick/safe time is being taken, as long as it is taken for a permissible purpose.

Subd. 7. In the event a Faculty Member is absent for more than five (5) consecutive days, MCAD has the right to request reasonable documentation that the absence is for reasons described in subdivisions 2 and 3. The Faculty Member must remain in continuous contact with the Department Chair so that scheduling arrangements and the anticipated return to work date can be discussed.

If a Faculty Member is ill more than five (5) consecutive days, the Faculty Member may not return to work until a statement is received from the attending or designated physician that the Faculty Member is able to return to work.

Subd. 8. Faculty Members must comply with the procedures for reporting use of sick/safe time described in the Adjunct Faculty Administrative Policies Handbook.

Section 2. Bereavement Leave. Faculty shall receive bereavement leave in order to attend a memorial service in the event of a death of an immediate family member (spouse, domestic partner, child, step-child, domestic partner's child or step-child, parent, step-parent, sister, step-sister, brother, step-brother, sibling of spouse, sibling of domestic partner, mother-in-law, father-in-law, domestic partner's parent or step-parent, grandparent, step-grandparent, grandchild, step-grandchild) which conflicts with a class or classes within a seven (7) consecutive day period without a reduction in pay. Faculty who require a substitute for their class(es) shall contact their Department Chair as soon as possible. The cost of the substitute shall be paid by MCAD.

Section 3. Notification of Absence. When a Faculty Member is prevented from teaching a class, the Faculty Member must contact the Department Chair as soon as possible so arrangements can be made for covering the Faculty Member's class. If there is little time before the Faculty Member's class begins and the Faculty Member has been unable to reach the Chair, the Faculty Member must call (or have someone call) the Academic Affairs office and explain the situation. The Faculty member must state the name of the class and when and where it is supposed to meet. Faculty Members must make every effort to reach the Faculty Member's Chair.

Section 4. MCAD will comply with applicable law regarding leaves of absence not specified in this Article.

ARTICLE XVI FACULTY DEVELOPMENT

Section 1. Faculty Senate Professional Development Grants. For each fiscal year during the term of this Agreement, MCAD shall allocate Twenty Thousand Dollars (\$20,000) for use by part-time and full-time faculty for professional development activities related to their scholarship, artistic practice, professional practice or excellence in teaching, and for travel for professional reasons. A Faculty Member shall be eligible for an annual maximum grant of Two Thousand Dollars (\$2,000). Unused grant allocations will not be rolled over to the following fiscal year. No grants beyond the annual Twenty Thousand Dollar (\$20,000) allocation will be paid by MCAD. Faculty Members shall be eligible for faculty professional development grants in accordance with criteria established by the Faculty Senate. Notification of the grant awarded shall be communicated to the Faculty

Member by the Faculty Senate. Notification of a course release grant award shall be communicated by the Faculty Senate to the Vice President of Academic Affairs and the affected Department Chair by April 1. Notification of all other Faculty Senate Professional Development Grant awards shall be communicated by the Faculty Senate to the Vice President of Academic Affairs by May 15.

Section 2. Department Faculty Professional Support Funds. Department faculty support funds will be awarded at the discretion of the Department Chair based on the amount available, the needs of the Department and the specific proposals. This may include, but is not limited to, MCAD providing a substitute for classes missed because of approved professional activities.

Section 3. On-Campus Development Opportunities. Faculty Members are welcome to participate in any on-campus development opportunities, including but not limited to, workshops on pedagogy, writing groups, faculty learning communities and technology training.

ARTICLE XVII BENEFITS

Section 1. Tuition Waiver. Faculty shall be eligible for the waiver of tuition in the MCAD undergraduate program pursuant to the Adjunct Faculty Waiver of Tuition Program. To be eligible for a tuition waiver, a Faculty Member must have completed teaching at least one (1) 3-credit class at MCAD and be teaching in the Semester for which the tuition waiver is granted. Only one individual in the family unit (the Faculty Member or spouse or dependent child) may enroll in one (1) undergraduate class each Semester in which the Faculty Member is teaching at least one (1) 3-credit class. Classes may be taken for credit or audited. Enrollment will be allowed only if the selected class is not fully enrolled. The tuition waiver application for use by Faculty Members can be obtained from the Human Resources Office. Completed tuition waiver applications should be directed to the Human Resources Office for approval.

Section 2. Miscellaneous Benefits. Eligible Faculty shall be eligible for the Adjunct Faculty Bicycle Commuting Reimbursement Program.

ARTICLE XVIII REAPPOINTMENT

Section 1. Reappointment. The listing of a Faculty Member's name on a course schedule does not constitute an appointment. Reappointments for a Semester or Term may be made only by the Vice President of Academic Affairs, upon recommendation by the Department Chair or Director. A reappointment to teach a course will be confirmed by an appointment contract signed by the Vice President of Academic Affairs. Appointment contracts will not conflict with the terms of this Agreement. MCAD shall formally notify the Faculty Member of their course appointment(s) in writing via email no later than the date which is four (4) weeks from the advising day for the Semester or Term previous to the Semester or Term in which the course will be taught. Nothing in this Article shall preclude a Faculty Member from being offered courses after these deadlines.

Subd. 1. Semester or Term Appointments. New Faculty and Faculty who have not yet taught undergraduate or graduate level credit-earning courses at MCAD for the prior four consecutive semesters as adjunct faculty, inclusive of the current semester but excluding Summer Term, shall be offered one-Semester or one-Term appointments.

Section 2. Academic-Year Appointments. Faculty can request an Academic-Year appointment from their Department Chair or Director if they have taught undergraduate or graduate level credit-earning courses at MCAD for the prior four consecutive semesters as adjunct faculty, inclusive of the current semester but excluding Summer Term. The written request must be submitted no sooner than the first week of classes and no later than the sixth week of classes of the Spring Semester prior to the coming academic year.

Subd. 1. The decision of whether or not to offer an Academic-Year appointment will be at the sole discretion of the Vice President of Academic Affairs in consultation with the relevant Department Chair or Director. At their discretion the Vice President of Academic Affairs may offer new Faculty or Faculty who have not yet taught at MCAD for four consecutive semesters an Academic-Year appointment. In the event an eligible Faculty Member who has requested an Academic-Year appointment is not offered such an appointment, the Department Chair or Director, upon the Faculty Member's request, will provide the eligible Faculty Member with the reason. If the Faculty Member is not satisfied, upon the Faculty Member's request, the Vice President of Academic Affairs and the Department Chair or Director will meet with the eligible Faculty Member.

Subd. 2. Faculty members who are offered an Academic-Year appointment may elect to accept the Academic-Year appointment or a Fall one-Semester appointment. An Academic-Year appointment shall consist of at least one 3-credit class in the Fall Semester and at least one 3-credit class in the following Spring Semester of the same academic year. Chairs or Directors must specify the Fall class and may either specify the Spring class or leave the Spring class to be determined when offering an Academic-Year appointment.

Subd. 3. Academic-Year appointments do not preclude Faculty from accepting additional classes if offered. If classes specified in the Academic-Year appointment need to be canceled due to low enrollment or program changes Faculty shall be paid the Course Cancellation Fee. Faculty who are unable to complete their Academic-Year appointment may retain consideration for subsequent academic-year appointments by providing a written explanation for their withdrawal to their Department Chair or Director and the Vice President Academic Affairs. Such requests will not be unreasonably denied. A formerly eligible Faculty Member who is not issued an Academic-Year appointment may request an Academic-Year appointment the following year despite a break in consecutive semesters of service.

Section 3. Faculty Information for Schedule Planning. Faculty Members teaching in a Semester will have access to the institutional course schedule for the next Semester when it is published. At any time during the Semester Department Chairs and Program Directors may inquire about a Faculty Member's qualifications and availability as to days of the week and times of the day for the subsequent Semester or Term. Faculty Members may voluntarily provide this information to their Department Chair and/or Program Director. Faculty Members shall be scheduled to teach based on the programming needs of MCAD. The Vice President of Academic Affairs' determinations in all matters pertaining to schedule are not subject to the grievance procedure.

Section 4. Acceptance of Appointment. A Faculty Member who is provided an appointment contract shall sign and return the appointment contract within two (2) weeks of receiving the email notification at their official mcad.edu email address that the appointment contract is ready to sign, provided that the requirement for a response within two (2) weeks of receiving said notification is stated within the notification itself. If the Faculty Member fails to submit the signed appointment contract within two (2) weeks of the email notification, unless some other time period is agreed upon in writing between the Vice President of Academic Affairs and the Faculty Member, the Faculty Member shall be deemed to have declined the appointment contract. A Faculty Member who is issued an appointment contract after the dates specified in Section 1 above shall have two (2) weeks, or one (1) week prior to the first week of class, whichever comes first, to sign and return the appointment contract. If the Faculty Member fails to submit the signed appointment contract within the specified time period, unless some other time period is agreed upon in writing between the Vice President of Academic Affairs and the Faculty Member, the Faculty Member shall be deemed to have declined the appointment contract.

ARTICLE XIX DISCIPLINE

Section 1. The College reserves the right to discipline a Faculty Member during the term of an appointment contract for Just Cause. For purposes of this Article the term “Discipline” means suspension, demotion and disciplinary discharge. The Faculty Member may grieve such discipline through the provisions of Article XX (Grievance and Arbitration).

Section 2. The College may place a Faculty Member on a paid administrative leave pending an investigation concerning an allegation of misconduct by the Faculty Member. Such paid administrative leave shall not be considered to be disciplinary action that is subject to the grievance and arbitration procedure.

Section 3. The expiration of an appointment contract or the College’s failure to offer reappointment shall not be subject to the grievance and arbitration procedure.

ARTICLE XX GRIEVANCE AND ARBITRATION

Section 1. A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application, or claimed violation of this Agreement except that grievances concerning the discipline of a Faculty Member who is determined to have violated the College’s Policy Against Sexual Harassment and Sexual Violence shall be adjudicated pursuant to that Policy rather than this Article XX. This procedure shall be the sole and exclusive means for enforcing the terms of this Agreement. Notwithstanding the availability of the formal procedures of this Article, it is agreed an informal resolution of any dispute is desirable.

Section 2. Formal Grievance. The Union shall present a written grievance within thirty (30) working days of its occurrence or discovery or such grievance shall be deemed waived. The grievance must be presented in writing and must specify the nature of the grievance, the provision(s) of this Agreement at issue, and the requested resolution. This Article XX applies during the term of this Agreement.

Subd. 1. Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days (Monday – Friday) not designated as holidays by MCAD.

Subd. 2. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default 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 an MCAD holiday, in which situation the period runs until the end of the next day which is not an MCAD holiday.

Subd. 3. The filing or service of any notice or document herein shall be timely if it is personally served on the individuals designated in Section 3 or if it bears a certified postmark of the United States Postal Service within the time period.

Section 3. Grievance Process. The following steps shall be followed in the processing of a grievance.

Step 1. The Faculty Member shall file the grievance with their Department Chair within thirty (30) working days of its occurrence or discovery. If the grievance is not resolved satisfactorily within fifteen (15) working days thereafter, the grievance may proceed to Step 2.

Step 2. If the grievance is not resolved at Step 1, the Faculty Member may request that the Union appeal the grievance to Step 2. If the Union deems the grievance to be meritorious, it may file the Step 2 grievance with the Assistant/Associate Vice President of Academic Affairs, or their designee, within fifteen (15) working days of receipt of the Step 1 response, or within fifteen (15) working days of the deadline for the Step 1 response, if none was received. If the grievance is timely filed, the Assistant/Associate Vice President of Academic Affairs, or their designee, shall conduct a Step 2 meeting within fifteen (15) working days of the receipt of such appeal for the purpose of attempting to resolve the grievance. If the grievance is not resolved at this meeting, the Assistant/Associate Vice President of Academic Affairs, or their designee, shall respond to the Union in writing within fifteen (15) working days of the meeting. If the Assistant/Associate Vice President of Academic Affairs, or their designee, fails to respond within fifteen (15) working days of the meeting, the grievance may proceed to Step 3.

Step 3. A grievance not resolved at Step 2 may be appealed in writing by the Union to the Vice President of Academic Affairs, or their designee, within fifteen (15) working days of the written response from the Assistant Vice President of Academic Affairs in Step 2. A meeting for the purpose of attempting to resolve the grievance shall be held at this Step within fifteen (15) working days of the receipt of such appeal. If the grievance is not resolved at this meeting, the Vice President of Academic Affairs, or their designee, shall respond to the Union in writing within fifteen (15) working days of the meeting. Any grievance involving the discharge of a Faculty Member may be initiated at Step 3. Additionally, as to any other grievance, the parties may proceed initially at Step 3 if by mutual agreement, in writing.

Section 4. Arbitration. A grievance not resolved at Step 3 may be appealed to arbitration by the Union within fifteen (15) working days of the Step 3 response. The Union shall request arbitration by giving notice to that effect to the Federal Mediation and Conciliation Service with a copy to MCAD requesting a panel of seven (7) labor arbitrators located, if possible, in the State of

Minnesota. The right of the first choice to strike from the list shall be determined by the flip of a coin. The Union and the College shall alternately strike from the list until only one arbitrator remains. The remaining arbitrator shall hear the case. The arbitrator shall have jurisdiction only over grievances, as defined in this Article, and shall have no authority to add to, subtract from, modify or amend in any way the provisions of this Agreement. The arbitrator shall have no jurisdiction or authority to issue any award changing, modifying, or restricting any action taken by MCAD on matters committed to Management's discretion as stated in this Agreement, including Article XXII, Management and Academic Rights, which are not further abridged by other terms of this Agreement. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted. The decision of the arbitrator shall be final and binding on the employee, the Union and MCAD. The fees and expenses of the arbitrator, and the cost of any hearing transcript, shall be borne equally by the Union and the College. All parties will make a reasonable effort to schedule arbitration outside of class time. If a Faculty Member must miss a class because they are required to attend an arbitration, there will be no loss of compensation from the employer for that Faculty Member. Faculty who require a substitute for their classes shall contact their Department chair as soon as possible. The cost of the substitute shall be paid by MCAD.

Section 5. Extension of Timeline. All time limits stated in this Article may be extended by mutual agreement expressed in writing including in electronic form with the exception that deadlines will be extended until the first day of MCAD undergraduate classes if any deadlines occur while school is not in session. Unless the parties have agreed in writing and/or electronic form to a specific extension of time, any grievance or demand for arbitration which is not filed at each step within the time limits contained herein shall be deemed waived and there shall be no further processing of the grievance or any arbitration thereon.

ARTICLE XXI NO STRIKE/NO LOCKOUT

Section 1. The Union agrees during the term of this Agreement that it will not call, instigate, engage or participate in, encourage, approve, or endorse any employee to call, instigate, engage or participate in, any strike; sympathy strike for a bargaining unit not covered by this Agreement; sit-down; slow-down; demonstration that interferes with or disrupts the normal operations of MCAD as a result of the Union or Employee's actions; withholding of or delaying any grades, academic evaluations, or other required documents as a form of concerted activity (as defined under the National Labor Relations Act); or any other interference with or stoppage of work by employees.

Section 2. In the event that any Employee violates the provisions of Section 1, the Union shall promptly inform the Employee(s) that such action is prohibited under this Agreement and that Employees who participate or engage in any such action are to immediately cease such action and return to full, normal, and timely work.

Section 3. During the term of this Agreement MCAD agrees that it shall not lock out any of the Employees covered by this Agreement.

ARTICLE XXII MANAGEMENT AND ACADEMIC RIGHTS

Section 1. Except as specifically expressed by a written provision in this Agreement, nothing contained herein shall limit or be construed to limit the powers, right and authority of the Board of Trustees of MCAD for the entire management, control and conduct of the instructional, administrative and financial affairs of MCAD.

Section 2. Except as specifically expressed by a written provision in this Agreement, MCAD shall not be required to bargain over matters of inherent managerial policy which shall include, but shall not be limited to, such areas of discretion or policy as the functions and programs of MCAD, standards of services, its overall budget, utilization of technology, the organizational structure, and selection and assignment of personnel.

Section 3. Management, administration and control of MCAD's operations are vested exclusively in MCAD. Except as specifically expressed by a written provision in this Agreement, nothing shall in any way limit or be deemed to limit the College in its exercise of management rights and functions, all of which are vested exclusively in the College.

1. These rights include the right to:

- a) administer, direct, establish, plan, alter and control the implementation of MCAD's mission, including but not limited to its:
 - objectives
 - activities
 - policies and procedures
 - priorities
 - operations
 - resources
 - rules and regulations
 - learning outcomes;
- b) require bargaining unit employees to comply with MCAD rules and regulations including those described in the following handbooks and booklets (that may be changed from time to time), including but not limited to:
 - the Adjunct Faculty Handbook
 - the Adjunct Faculty Administrative Policies Handbook; and
 - the Student Handbook;
- c) establish, maintain, modify and enforce standards of performance, conduct, order and safety;
- d) determine the processes and criteria by which employees' performance is evaluated;
- e) recruit, hire, promote, discipline, transfer and terminate employees and determine all matters relating to faculty hiring, discipline, retention and dismissal;

- f) decide matters concerning governance of the College;
 - g) determine the structure of faculty governance;
 - h) not be bound by recommendations and resolutions of the Faculty Senate and Faculty committees;
 - i) plan, direct and control MCAD's programs, courses and curriculum, including:
 - college and course enrollment
 - staffing
 - academic calendars (including holidays, holiday scheduling and course and class schedules)
 - scheduled hours of work
 - when and by whom instruction is delivered
 - introduction of new methods of instruction;
 - j) degree programs and course offerings;
 - k) determine, modify, direct, control and implement decisions for the expansion or contraction of the College's educational and administrative services;
 - l) establish and require employees to attend or satisfactorily complete training;
 - m) subcontract all or any portion of its operation (provided that if MCAD proposes to subcontract Bargaining Unit work, the Union is given the opportunity to meet and discuss the proposed subcontracting, which discussions shall be concluded within thirty (30) days following the initial notice to the Union);
 - n) determine, modify, direct, control and implement student recruitment, admission, academic evaluation and regulation of conduct;
 - o) assign, reassign and change work locations;
 - p) establish, alter, extend, discontinue and modify equipment, facilities and location of operations, including the location or closure of facilities;
 - q) determine the location of physical facilities;
 - r) determine the number, qualifications, scheduling and assignment of employees;
 - s) introduce new or change work methods and facilities whether or not the same causes any reduction in work force;
 - t) reorganize to combine operations with any consequent reduction or other changes in the work force; and
 - u) layoff or reduce in pay of Faculty in the event of financial emergency.
2. MCAD shall determine, modify, direct, control and implement the use and identity of:

- a) suppliers, vendors, external support;
- b) independent contractors and sub-contractors.

Section 4. The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by MCAD.

Section 5. No action taken by MCAD with respect to a management or academic right shall be subject to the grievance or arbitration procedure or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

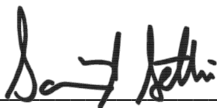
ARTICLE XXIII SAVINGS CLAUSE

It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are subject to applicable law, and are separable. If any part of this Agreement is found to be invalid because of a conflict with applicable law, such invalidity or reporting obligations will not affect the remaining parts of this Agreement, and the parties will meet to negotiate a substitute provision.


ARTICLE XXIV TERM OF AGREEMENT

This Agreement becomes effective as of January 1, 2023, and will continue in full force and effect until August 15, 2026. Thereafter, it will automatically renew itself and continue in full force and effect from year to year unless, at least sixty (60) days prior to its expiration date, or at least sixty (60) days prior to any subsequent anniversary date thereafter, either party gives written notice to the other of its desire to terminate or make changes in this Agreement.

MINNEAPOLIS COLLEGE OF ART AND DESIGN

By: 
Sanjit Sethi
Its: President

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 284

By: 
Jeff Leys
Its: Contract Organizer/Attorney