

# Collective Bargaining Agreement

## Full-Time Faculty

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

January 1, 2023 – August 15, 2026

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**Collective Bargaining Agreement - Full-Time 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 full-time Faculty who teach undergraduate or graduate level credit-earning courses or labs at MCAD’s campus locations in Minneapolis, Minnesota, including Ranked Faculty holding the titles of Assistant Professor, Associate Professor, or Full Professor, Ranked Pro Rata Faculty and Visiting Faculty.

**Section 2.** The following employees are excluded from the bargaining unit: all part-time Faculty including those holding the titles of Adjunct Faculty or Adjunct Professor; Administrators (Deans, Directors, Provost 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. **“Departmental Review Committee”** – The Departmental Review Committee is comprised of the candidate’s Department Chair, who serves as the Committee Chair, and two (2) ranked Faculty Members selected by the Department Chair from the department conducting the review. If there are not two (2) ranked Faculty Members from the department then the Chair of the Departmental Review Committee will request a full-time ranked Faculty Member from another department.
3. **“Faculty”** – the term “Faculty” or “Employee” as used in this Agreement refers to the full-time and pro rata faculty as defined in Article 1, Recognition, unless expressly stated otherwise in this Agreement.
4. **“Faculty Senate Review Committee”** - The Faculty Senate Review Committee is composed of five (5) Full-Time Faculty Members selected by the Faculty Senate, in consultation with the Department Chair, who are at the Rank of Associate Professor or Full Professor, and represent at least three (3) of the College’s academic departments. At least one (1) member of the Faculty Senate Review Committee will come from the same department as the candidate(s) to be reviewed. The chair of the committee will be elected from among the committee members by the members of the Faculty Senate Review Committee.

Members serve two (2) year terms that are staggered to ensure continuity. When a vacancy occurs mid-term, the Ranked Faculty Members of the appropriate department select, in consultation with the committee chair, a Faculty Member from its Ranks to serve on the committee. Faculty Members who will be considered for promotion and/or contract renewal will not serve on this committee in the year in which they are to be considered.

5. **“Full-Time Course Load”** – A Full-Time Course Load is eighteen (18) credits taught in the Fall and Spring Semester unless a Faculty Member and MCAD mutually agree to substitute a 3-credit course in the Summer Term.
6. **“MCAD” or the “College”** – the terms “MCAD” or “College” as used in this Agreement refer to the Minneapolis College of Art and Design.
7. **“Overload Course”** – is any course taught beyond 18 credits in a 12-month period.
8. **“Peer Review Council”** - The Peer Review Council will be comprised of the Chair of the Faculty Senate Review Committee, the Chair or Program Director of the department in which the Faculty under review is assigned, one (1) additional Chair or Program Director selected by the applicant’s Chair or Program Director, and one (1) additional Faculty Member selected by the President of the Faculty Senate at the Rank of Associate Professor or Professor who does not serve on the Faculty Senate Review Committee.

9. **“Rank” or “Ranked”** – the words “Rank” or “Ranked” refer to an Assistant, Associate or Full Professor. Visiting Faculty are not Ranked Faculty.
10. **“Ranked Pro Rata Faculty”** – Ranked Pro Rata Faculty are those Faculty who teach less than full-time but at least twelve (12) credits or the equivalent per year and hold one of the ranks described in Article XIV.
11. **“SEIU” or the “Union”** – the terms “SEIU” and “Union” as used in this Agreement refer to the Service Employees International Union Local 284.
12. **“Semester”** – the word “Semester” as used in this Agreement refers to Fall or Spring Semester, as applicable.
13. **“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 an academic year in which the Faculty Member is teaching a course or courses. In such case, dismissal shall be at the conclusion of the academic year.

**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**

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 information at least two (2) weeks prior to the commencement of the Term. 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), and base salary.

## **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.** All full-time Faculty shall receive and be assigned a laptop computer from MCAD. Laptops shall be programmed based on course needs and shall be updated as needed to teach the course(s).

**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 course applicable software, MCAD email address and the MCAD network, and shall not lose such access between Semesters and during the Summer Term.

**Section 8.** Faculty Members shall have access to library services, and shall not lose such access between Semesters, unless notified of non-reappointment pursuant to Article XVIII, Evaluation, Appointment, Reappointment and Promotion.

**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 personnel 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) Full-Time 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 FULL-TIME FACULTY 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 a Full-Time Labor Management Collaboration Committee.

**Section 2.** The Full-Time 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 Full-Time Labor Management Collaboration Committee. Service on this Committee shall not count as service to the College for purposes of evaluation and promotion. Within two 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 Full-Time Labor Management Collaboration Committee.

**Section 3.** The scope and function of the Full-Time 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 Full-Time Labor Management Collaboration Committee will meet at least once a Semester and less or more often by mutual agreement of the Committee co-chairs. Full-Time 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 Full-Time 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. Annual Salary Schedule.** Faculty shall be compensated at the following rates on the Annual Salary Schedule for a Full-Time Course Load.

| Spring Term<br>Jan 1, 2023 – Aug 15, 2023 |          | Academic Year<br>Aug 16, 2023 – Aug 15, 2024 |          | Academic Year<br>Aug 16, 2024 – Aug 15, 2025 |          | Academic Year<br>Aug 16, 2025 – Aug 15, 2026 |          |
|---|----------|--|----------|--|----------|--|----------|
| Visiting Faculty                          | \$49,054 | Visiting Faculty                             | \$49,790 | Visiting Faculty                             | \$51,284 | Visiting Faculty                             | \$53,591 |
|   |          |  |          |  |          | Assistant Professor (Yr. 1)                  | \$60,907 |
|   |          |  |          | Assistant Professor (Yr. 1)                  | \$58,284 | Assistant Professor (Yr. 2)                  | \$60,907 |
|   |          | Assistant Professor (Yr. 1)                  | \$56,586 | Assistant Professor (Yr. 2)                  | \$60,328 | Assistant Professor (Yr. 3)                  | \$63,043 |
| Assistant Professor (Yr. 1)               | \$55,750 | Assistant Professor (Yr. 2)                  | \$60,328 | Assistant Professor (Yr. 3)                  | \$62,138 | Assistant Professor (Yr. 4)                  | \$64,934 |
| Assistant Professor (Yr. 2)               | \$60,328 | Assistant Professor (Yr. 3)                  | \$61,233 | Assistant Professor (Yr. 4)                  | \$63,070 | Associate Professor (Yr. 1)                  | \$66,854 |
| Assistant Professor (Yr. 3)               | \$61,836 | Assistant Professor (Yr. 4)                  | \$62,764 | Associate Professor (Yr. 1)                  | \$66,529 | Associate Professor (Yr. 2)                  | \$69,674 |
| Assistant Professor (Yr. 4)               | \$63,382 | Associate Professor (Yr. 1)                  | \$67,185 | Associate Professor (Yr. 2)                  | \$69,674 | Associate Professor (Yr. 3)                  | \$72,809 |
| Associate Professor (Yr. 1)               | \$66,855 | Associate Professor (Yr. 2)                  | \$69,674 | Associate Professor (Yr. 3)                  | \$71,764 | Associate Professor (Yr. 4)                  | \$74,994 |
| Associate Professor (Yr. 2)               | \$69,674 | Associate Professor (Yr. 3)                  | \$70,719 | Associate Professor (Yr. 4)                  | \$72,841 | Professor (Yr. 1)                            | \$77,211 |
| Associate Professor (Yr. 3)               | \$71,416 | Associate Professor (Yr. 4)                  | \$72,487 | Professor (Yr. 1)                            | \$76,836 | Professor (Yr. 2)                            | \$80,294 |
| Associate Professor (Yr. 4)               | \$73,201 | Professor (Yr. 1)                            | \$77,593 | Professor (Yr. 2)                            | \$80,926 | Professor (Yr. 3)                            | \$84,568 |
| Professor (Yr. 1)                         | \$77,593 | Professor (Yr. 2)                            | \$80,926 | Professor (Yr. 3)                            | \$83,354 | Professor (Yr. 4)                            | \$87,105 |
| Professor (Yr. 2)                         | \$80,926 | Professor (Yr. 3)                            | \$82,140 | Professor (Yr. 4)                            | \$84,604 | Professor (Yr. 5)                            | \$90,155 |
| Professor (Yr. 3)                         | \$82,949 | Professor (Yr. 4)                            | \$84,193 | Professor (Yr. 5)                            | \$87,941 | Professor (Yr. 5)                            | \$90,155 |
| Professor (Yr. 4)                         | \$83,750 | Professor (Yr. 5)                            | \$86,566 | Professor (Yr. 5)                            | \$87,941 | Professor (Yr. 5)                            | \$90,155 |
| Professor (Yr. 5)                         | \$85,287 | Professor (Yr. 5)                            | \$86,566 | Professor (Yr. 5)                            | \$87,941 | Professor (Yr. 5)                            | \$90,155 |

An Associate Professor Year 4 who does not seek or is not promoted to Professor will receive the standard annual pay increase each year thereafter or until they successfully achieve the rank of Professor.

Ranked Pro Rata Faculty will be paid two-thirds (2/3) of the applicable Annual Salary Rate

Faculty shall not experience a reduction in their existing annual compensation because of the ratification of this Agreement. Faculty paid above the Annual Salary listed above shall continue to be paid the Annual Salary received prior to ratification of this Agreement until their Annual Salary falls within the above schedule at which time the appropriate Annual Salary shall apply.

**Section 2. Overload Compensation Rate:** Faculty teaching a course overload shall receive the appropriate Overload Course Compensation Rate as provided in the Overload Course Compensation Rate Schedule below in addition to their Annual Salary.

| <b>Overload Course Compensation Rate Schedule For 3-Credit Course</b> |   |  |  |  |
|---|---|--|--|--|
| Overload Course Compensation Rate                                     | Spring Semester<br>January 1, 2023 –<br>August 15, 2023 | Academic Year<br>August 16,<br>2023 – August<br>15, 2024 | Academic Year<br>August 16,<br>2024 – August<br>15, 2025 | Academic Year<br>August 16, 2025<br>– August 15,<br>2026 |
|   | \$7,038   | \$7,144  | \$7,501  | \$7,951  |

1-credit overload courses shall be compensated at 50% of the appropriate 3-credit Overload Course Compensation Rate on the above schedule.

**Section 3. Miscellaneous Stipend Compensation.** Faculty shall receive the following additions to their Annual Salary. This Miscellaneous Stipend Compensation shall be reported to the Union separate from Annual Salary on the following schedule: Fall Semester by January 31, Spring Semester by June 30, and Summer Term by August 31.

| <b>Miscellaneous Stipend Compensation Schedule</b> |                               |
|--|-------------------------------|
| <b>Miscellaneous Stipend Compensation</b>          | <b>Payment</b>                |
| MFA classroom visiting artist/guest speaker        | \$52.00 to \$156.00 per event |
| Substitute teaching                                | \$45.76 per hour              |
| Undergrad classroom visiting artist/guest speaker  | \$52.00 - \$104.00 per event  |
| MA thesis advisor                                  | \$728.00 per semester         |
| MA thesis committee (excluding thesis              | \$312.00 per academic year    |

|          |  |
|----------|--|
| advisor) |  |
|----------|--|

#### Subd.1 MFA Mentorship Compensation Rate

Time spent as an MFA Mentor shall be compensated as follows:

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

### ARTICLE XV LEAVES OF ABSENCE

**Section 1. Sick/Safe Time.** Faculty receive twelve (12) days of sick/safe time per academic year. (For example, if a Faculty Member is sick and unable to perform their work in the usual and customary manner from Monday to Friday, five (5) days of sick/safe time must be reported to the Department Chair.) If a substitute instructor is used while a Faculty Member is absent and using sick/safe time or receiving short-term disability benefits, 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 a 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 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. A 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, unless there is also an application for Family Medical Leave.

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 Faculty Administrative Policies Handbook.

**Section 2. Bereavement Leave.** Faculty shall receive bereavement leave of up to three (3) consecutive business days in order to attend a memorial service in the event of a death of an immediate family member (spouse, child, step-child, parent, step-parent, sister, step-sister, brother, step-brother, sibling of spouse, mother-in-law, father-in-law, grandparent, step-grandparent, grandchild, step-grandchild). An additional two (2) consecutive business days of paid leave may be granted by the Department Chair under certain circumstances, e.g., when the funeral is held in a distant location. Faculty who require a substitute for their class shall contact their Department Chair as soon as possible. The cost of the substitute shall be paid by MCAD.

**Section 3. Personal Leave (Without Pay).** Benefits eligible Faculty may request a full-time or part-time leave of absence in accordance with College policy. Unpaid leaves of absence may be taken for the following reasons upon approval of the Vice President of Academic Affairs: academic or professional fellowship receipt by the Faculty Member; a program of enrichment; assignments of work which are considered to benefit the College; or other specified reasons considered by the Vice President of Academic Affairs to be in the best interests of the College.

Leaves of absence must be mutually agreed upon by the College and the Faculty Member; the integrity of the ongoing academic program being the primary but not exclusive consideration. Ordinarily, leaves of absence shall not be longer than one academic year. Leaves will be granted only in increments of one semester, but two increments may be applied for at one time. Ordinarily, requests for a leave of absence must be submitted in writing to the Vice President of Academic Affairs through the Department Chair six months prior to when the leave is to begin. A final decision on a leave of absence is made by the Vice President of Academic Affairs in consultation with the Department Chair. MCAD will comply with COBRA, if applicable.

**Section 4. Additional MCAD Leave Policies.** MCAD will comply with its policies on Family and Medical Leave Policy, Parenting and Pregnancy Leave Policy, Safety Leave, School Conference and Activity Leave, Bone Marrow/Organ Donation Leave, Adoption Leave, Time Off for Voting, Other Political Leaves, Election Judge Wages, Military Duty, Jury Duty and Crime Victims Leave.

**Section 5. 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.

## **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. This will include course release grants. A Faculty Member shall be eligible for an annual maximum grant of Two Thousand Dollars (\$2,000), not including a course release grant. 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. Only one course release shall be paid from the Twenty Thousand Dollars (\$20,000) annual allocation. Faculty Members shall be eligible for faculty professional 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 professional 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. Sabbatical Leave.** Faculty shall be eligible for a sabbatical leave as set forth in the Faculty Handbook. MCAD shall inform the Union if it makes any substantive changes regarding sabbatical leave policy, and if requested, negotiate such changes. Faculty on a sabbatical leave for one (1) semester shall receive 100% of their current compensation. Faculty on a sabbatical leave for one (1) academic year shall receive 75% of their current compensation. Faculty on a sabbatical leave for a calendar year shall be paid at the annualized rate of 87.5% of their current compensation in each of the two (2) contract years (including their annualized compensation paid over the summer) in which the sabbatical falls. Benefits shall be provided as described in the applicable benefit plans.

## **ARTICLE XVII BENEFITS**

**Section 1. Eligibility for Insurance Benefits.** Faculty shall be eligible to participate in MCAD's health insurance, dental insurance, life insurance, short-term disability and long-term disability plans as provided to other eligible unrepresented employees.

**Section 2. Health Insurance Premium Coverage.** Faculty eligible to participate in the MCAD health insurance plan shall be provided with the same plan options and employee costs as provided to all other eligible unrepresented employees. Employee contributions shall be paid by the Employee through payroll deduction. Nothing in this section prohibits the Employer from increasing its portion of the premium.

**Section 3. Dental Insurance.** MCAD shall provide a dental insurance program on the same terms as provided to unrepresented employees. All premiums are at Employee's expense and shall be paid through payroll deduction.

**Section 4. Life Insurance.** Term life insurance shall be provided for each eligible member of the Bargaining Unit at the Employer's expense on the same terms as provided to unrepresented employees. Employees may purchase supplemental life insurance on the same terms as allowed for unrepresented employees and such premiums shall be paid by payroll deduction.

**Section 5. Short-Term Disability Plan.** MCAD shall, at its expense, provide a short-term disability plan for each eligible member of the Bargaining Unit. The benefit provided shall be on the same terms as provided to unrepresented employees. Employees may purchase supplemental short-term disability plan on the same terms as provided to unrepresented employees and such premiums shall be paid by payroll deduction.



**Section 6. Long-Term Disability Insurance.** MCAD shall provide a long-term disability insurance plan to eligible members of the Bargaining Unit on the same terms as provided to unrepresented employees. All premiums are at Employee's expense and shall be paid through payroll deduction.

**Section 7. Flexible Benefit Plan and Reimbursement Accounts.** Faculty shall be eligible to participate on the same terms as eligible unrepresented employees.

**Section 8. Retirement Benefits.** Faculty Members shall be eligible for enrollment in MCAD's Retirement Plan pursuant to the terms of the Plan. Effective the first payroll period following January 1, 2019 MCAD's contribution will increase by one-half percent (1/2%) from the current contribution rate. Eligible Faculty will be required to make a contribution to the Plan by payroll reduction as a condition of employment on the same terms as unrepresented employees. Faculty Members may elect to make additional contributions to the MCAD Plan pursuant to the terms of the Plan on the same terms as unrepresented employees.

**Section 9. Educational Assistance Program.** Faculty shall be eligible for the Tuition Waiver, Tuition Reimbursement and Tuition Exchange Programs in accordance with applicable policies and all conditions and restrictions described therein on the same terms as unrepresented employees. MCAD shall inform the Union if it makes any substantive changes to the Tuition Waiver or Tuition Reimbursement Programs, and if requested, bargain about such changes. MCAD shall notify the Union of any changes to the Tuition Exchange Program.

**Section 10. Miscellaneous Benefits.** Faculty in the Bargaining Unit shall be eligible for the following benefits if offered to unrepresented employees and on the same terms and conditions as unrepresented employees:

- Bicycle Commuting Reimbursement Program
- MCAD Parking Benefit Reimbursement Program
- Discounted Metro Transit Metropass Cards (available on a pre-tax basis)
- Discounted AAA Membership

## **ARTICLE XVIII**

### **EVALUATION, APPOINTMENT, REAPPOINTMENT AND PROMOTION**

**Section 1. Evaluation.** Annual Faculty evaluations shall be completed per MCAD policy.

**Section 2. Appointment.** The Vice President of Academic Affairs will determine the Rank, years credit at Rank and contract (including but not limited to the length of contract) to be assigned to a new Faculty Member. Thereafter, Rank changes are subject to the process as described in Sections 3 through 6 of this Article.

**Section 3. Assistant Professor Reappointment and Promotion Review Timeline.**

Subd. 1. First Two-Year Contract. Faculty hired at the Rank of Assistant Professor will be issued an initial two-year contract. In year two of the initial contract, if there is a favorable review by the Departmental Review Committee, and if approved by the Vice President of Academic Affairs, an additional two (2) year contract will be awarded.

Subd. 2. Second Two-Year Contract. In year two of the first renewal contract, if there is a unanimous favorable review and recommendation for promotion and contract renewal by the Faculty Senate Review Committee, and if approved by the Vice President of Academic Affairs, an initial four-year contract at the rank of Associate Professor shall be offered.

Subd. 3. Review by the Peer Review Council. In the event the Faculty Senate Review Committee does not unanimously recommend promotion and contract renewal, the Peer Review Council will convene to review the materials submitted to the Faculty Senate Review Committee. The Peer Review Council will forward its recommendation and the recommendation of the Faculty Senate Review Committee to the Vice President of Academic Affairs for review and final decision.

Subd. 4. Decision Not to Reappoint and Promote. If an Assistant Professor's contract is not renewed, the Assistant Professor may not remain employed by MCAD after the expiration of the Assistant Professor's current contract.

**Section 4. Associate Professor Reappointment, and Promotion Timeline.** Associate Professors will be issued a four-year contract.

Subd. 1. Reappointment at Rank. In year four of the Associate Professor's contract an Associate Professor may elect to apply for reappointment at their current Rank. If there is a unanimous favorable renewal review by the Faculty Senate Review Committee, and if approved by the Vice President of Academic Affairs, a new four-year contract shall be offered. Application for promotion can only be made in the fourth year of any subsequent contract offered.

Subd. 2. Promotion to Full Professor. In year four of the first or any subsequent contract as an Associate Professor, an Associate Professor may apply for promotion to the Rank of Professor. If there is a unanimous favorable review and recommendation for promotion by the Faculty Senate Review Committee, and if approved by the Vice President of Academic Affairs, an initial five-year contract at the Rank of Professor shall be offered.

Subd. 3. Review by the Peer Review Council. In the event the Faculty Senate Review Committee does not unanimously recommend promotion or contract renewal, the Peer Review Council will convene to review the materials submitted to the Faculty Senate Review Committee. The Peer Review Council will forward its recommendation and the recommendation of the Faculty Senate Review Committee to the Vice President of Academic Affairs for review and final decision.

Subd. 4. Departmental Review Committee. If a Faculty Member's initial appointment is at Associate Professor, they will be offered a four-year contract subject to approval at year two by a Departmental Review Committee. If there is a favorable department contract renewal review and the Vice President of Academic Affairs approves the review, the Faculty Member may complete the balance of their initial four-year contract.

Subd. 5. Decision Not to Reappoint or Promote. If an Associate Professor's application for promotion to Professor is not approved, the Associate Professor can remain employed

as an Associate Professor if their contract is renewed. If an Associate Professor's contract is not renewed, the Associate Professor may not remain employed by MCAD after the expiration of the Associate Professor's current contract.

## **Section 5. Professor Reappointment Review Timeline.**

Subd. 1. Reappointment at Rank. Professors will be given a five-year contract. In year five, if there is a unanimous favorable recommendation by the Faculty Senate Review Committee, and if approved by the Vice President of Academic Affairs, an additional five-year contract shall be offered.

Subd. 2. Review by the Peer Review Council. In the event the Faculty Senate Review Committee does not unanimously recommend contract renewal, the Peer Review Council will convene to review the materials submitted to the Faculty Senate Review Committee. The Peer Review Council will forward its recommendation and the recommendation of the Faculty Senate Review Committee to the Vice President of Academic Affairs for review and final decision.

Subd. 3. Departmental Review Committee. If a Faculty Member's initial appointment is at Professor, they will be offered a five-year contract subject to approval at year two by a Departmental Review Committee. If there is a favorable department contract renewal review and the Vice President of Academic Affairs approves the review, the Faculty Member may complete the balance of their initial five-year contract.

Subd. 4. Decision Not to Reappoint. If a Full Professor's contract is not renewed, the Professor may not remain employed by MCAD after the expiration of the Professor's current contract.

## **Section 5. Faculty Contract Renewal and Promotion Schedule.**

| <b>Full-Time Years at Rank</b> | <b>Year on Contract Term</b>      | <b>Rank</b>                | <b>Annual Chair Evaluation Letter on File</b> | <b>Departmental Review Committee</b> | <b>Faculty Senate Review Committee</b> | <b>Peer Review Council</b> | <b>VPAA Approval</b> |
|--------------------------------|-----------------------------------|----------------------------|---|--------------------------------------|--|----------------------------|----------------------|
| 1                              | Year 1 of Two-Year Contract (1/2) | Assistant Professor Year 1 | Yes   | No                                   | No                                     | No                         | No                   |
| 2                              | 2/2                               | Assistant Professor Year 2 | Yes   | Yes                                  | No                                     | No                         | Yes                  |
| 3                              | 1/2                               | Assistant Professor Year 3 | Yes   | No                                   | No                                     | No                         | No                   |
| 4                              | 2/2                               | Assistant Professor Year 4 | Yes   | No                                   | Yes                                    | If Required                | Yes                  |
| 5                              | 1/4                               | Associate Professor Year 1 | Yes   | No                                   | No                                     | No                         | No                   |

|    |     |                            |     |   |     |             |   |
|----|-----|----------------------------|-----|---|-----|-------------|---|
| 6  | 2/4 | Associate Professor Year 2 | Yes | Yes if initial hire is at Associate Professor | No  | No          | Yes if initial hire is at Associate Professor |
| 7  | 3/4 | Associate Professor Year 3 | Yes | No  | No  | No          | No  |
| 8  | 4/4 | Associate Professor Year 4 | Yes | No  | Yes | If required | Yes   |
| 9  | 1/5 | Professor Year 1           | Yes | No  | No  | No          | No  |
| 10 | 2/5 | Professor Year 2           | Yes | Yes if initial hire is at Professor           | No  | No          | Yes if initial hire is at Professor           |
| 11 | 3/5 | Professor Year 3           | Yes | No  | No  | No          | No  |
| 12 | 4/5 | Professor Year 4           | Yes | No  | No  | No          | No  |
| 13 | 5/5 | Professor Year 5           | Yes | No  | Yes | If Required | Yes   |

**Section 6. Right to Appeal.** The College's failure to offer reappointment and/or promote a Faculty Member shall not be subject to the grievance and arbitration procedure. A Faculty Member who was not promoted or whose appointment was not renewed can appeal to the President of the College. An appeal must allege one of the following grounds to be considered:

- A violation of academic freedom
- Unlawful discrimination
- Significant failure to properly follow the evaluation process described in this Article XVIII.

A Faculty Member must appeal a failure to reappoint or promote within fifteen (15) working days of notification of the determination. The President will consider the materials supplied by the Faculty Member which accompany the appeal and all materials related to the review process. The President has fifteen (15) working days from receipt of the appeal in which to render a final decision. Such final decision is in the sole discretion of the President.

## **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 procedures.

**Section 3.** The expiration of an appointment contract or the College's failure to offer promotion or 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 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 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 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 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 Faculty Handbook
  - the Faculty Administrative Policies Handbook
  - the Employee Benefit Plan Enrollment Booklet; 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
  - degree programs and course offerings
- j) determine, modify, direct, control and implement decisions for the expansion or contraction of the College's educational and administrative services;



- k) establish and require employees to attend or satisfactorily complete training;
  - l) 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);
  - m) determine, modify, direct, control and implement student recruitment, admission, academic evaluation and regulation of conduct;
  - n) assign, reassign and change work locations;
  - o) establish, alter, extend, discontinue and modify equipment, facilities and location of operations, including the location or closure of facilities;
  - p) determine the location of physical facilities;
  - q) determine the number, qualifications, scheduling and assignment of employees;
  - r) introduce new or change work methods and facilities whether or not the same causes any reduction in work force;
  - s) reorganize to combine operations with any consequent reduction or other changes in the work force; and
  - t) layoff or reduce 0pay 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 dates, 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