# COLLECTIVE BARGAINING AGREEMENT

**Between**

**FLATHEAD VALLEY COMMUNITY COLLEGE**
**BOARD OF TRUSTEES**

**and the**

**FEDERATION OF FLATHEAD VALLEY COMMUNITY COLLEGE**
**ADJUNCT FACULTY**
**MEA-MFT, AFT, NEA, AFL-CIO**

**July 1, 2016 – June 30, 2019**

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## 1.0 RECOGNITION

### 1.1 Parties to the Agreement

This agreement is entered into by the Board of Trustees of Flathead Valley Community College hereinafter referred to as the employer, and the Federation of Flathead Valley Community College Adjunct Faculty, affiliated with the MEA-MFT, AFT, NEA, AFL-CIO hereinafter referred to as the union.

### 1.2 Recognition

The employer recognizes the union as the sole and exclusive bargaining representative of all employees in the bargaining unit. The term employee as used in this agreement shall mean a member of the bargaining unit. The provisions of this agreement apply only to employees in the bargaining unit.

The union recognizes the Board of Trustees of Flathead Valley Community College as the statutory governing board of Flathead Valley Community College.

### 1.3 Bargaining Unit Definition

The bargaining unit shall include all part-time teaching employees of Flathead Valley Community College excluding the following: early retirees as defined by Board Policy; full-time instructors; continuing education instructors (including Glacier Institute instructors); contract training instructors; and visiting celebrity instructors with unique skills, reputation or qualifications, such as well-known entertainers, authors, business magnates and government and education officials; supervisors; managers (to include all administrative, exempt, and professional employees); and confidential personnel.

### 1.4 Performance by Designee

Any action or responsibility assigned to a specified official or representative may be performed by a designee of such official or representative.

## 2.0 MANAGEMENT RIGHTS

### 2.1 Management Rights

The union and employees recognized the prerogative of the employer, subject to the terms of this agreement, to operate and manage its affairs and determine the structure, policies, and purposes of the College. Employer rights, in accordance with MCA 39-31-303, include but are not limited to the following:

1. directing employees;
2. hiring, promoting, transferring, assigning and retaining employees;



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3. relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or nonproductive;
4. maintaining the efficiency of the employer's operations;
5. determining the methods, means, job classification, and personnel by which the employer's operations are to be conducted;
6. taking whatever actions may be necessary to carry out the missions of the employer in situations of emergency; and
7. establishing the methods and processes by which work is to be performed.

All rights and prerogatives of the employer which are not specifically limited or relinquished by the express language of this agreement shall be retained by the employer.

## 3.0 UNION RIGHTS

3.1 Visiting Work Location

Union representatives may contact employees at their work location, but they will not do so during class time nor will they cause the education process to be disrupted.

3.2 Use of Facilities

The union may, upon timely request and approval, use a college meeting room during normal operational hours which is unscheduled for other purposes to meet with bargaining unit employees. Union representatives may upon request use an available computer and printer and may use the copy machine, it being understood the union must reimburse the employer for the cost of any copying and the cost of materials and supplies incurred in connection with college equipment use.

3.3 Bulletin Boards

The union may use specified bulletin board space for posting union notices, however, no political endorsement or material which reflects negatively on the employer may be posted. Subject to the conditions established by College policy, the Union may use college computers to communicate with bargaining unit members by e-mail.

3.4 Information and Data

1. Upon written request of the union Executive Committee or designee, the employer agrees to furnish the union with a copy of available documents which are public information and not of a privileged, confidential or personal nature.

2. Within 15 business days after the first pay date of each semester, the employer will provide the designated union officer a list of the available names and addresses of the bargaining unit employees teaching that semester and their projected pay for that semester. The Union is responsible for providing the Human Resources office adjuncts' enrollment information to include: a complete list of names, dues, and fees amount to be



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withheld a minimum of ten working days prior to the final pay period of each semester. Membership/Representation forms will be provided to the Human Resources office ten days prior to the final pay period of each semester.

3. Voluminous information shall be made available for inspection or will be provided for the cost of copying.

3.5 Use of Campus Mail

Within legal limits, the union shall be permitted to use college mailboxes for distribution of union communications to employees.

3.6 Professional Dues, Fees and Payroll Deductions

A. Dues Deduction Authorized

The College agrees to deduct from the pay of Association employees the dues and professional representation fees for MEA-MFT, AFT, NEA and the FVCC Adjunct Faculty upon receipt from the Union of authorization by each employee and as provided by law.

Beginning the first full term after the ratification of this agreement, each member of the bargaining unit shall be expected to exercise one (1) of the following two options:

1. become a member of the union and pay dues accordingly;
2. pay a representation fee determined by the union in accordance with case law to be the amount required for representation in collective bargaining matters.

Charity fee payers who were employed by FVCC during the 2015-2016 academic year retain the option of remaining a charity fee payer through the terms of this agreement. As a condition of employment, all potential employees must agree in advance, in writing, to choose one of the two options above. Those employees hired too late to submit advance notice of union participation will have thirty (30) days from the date they sign their contract to select one of the above options.

B. The employer shall deduct union dues, professional representation fees, or applicable charity contributions from the final pay of the applicable course of each employee who has voluntarily authorized such deduction in writing. At the end of the semesters in August, December and May the employer shall deliver dues and representation fee monies to the treasurer of the union who shall acknowledge each receipt in writing. No later than July 15 of each fiscal year, the union shall notify the employer of the name and mailing address of the treasurer who is to receive dues and representation fee monies and shall certify to the employer what rates are to be in effect for that academic year.



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C. The union will indemnify and hold the employer harmless against any liability, and shall reimburse the employer for any expense which may arise as a result of the operation of this article.

## 4.0 NO STRIKE

### 4.1 No Strike/No Lockout

There shall be no picketing, strikes, slowdowns, work stoppages or other forms of concerted activity on the part of the union or employees during the term of this agreement. There shall be no lockout of employees by the employer during the term of this agreement.

## 5.0 EMPLOYEE RIGHTS AND WORKING CONDITIONS

### 5.1 Travel

With prior approval of the Vice-President of Instruction and Student Services, employees are eligible for reimbursement of approved travel expenses in accordance with Board Policy.

### 5.2 Payroll Deductions

Upon submission of the appropriate form, the employer will provide optional payroll deductions for items including, but not limited to up to two checking and/or two savings accounts; optional retirement plans; and other established deductions approved by the employer. It is understood such payroll deductions are made solely for the employees' convenience and the employer assumes no liability as a result of this courtesy.

### 5.3 Nondiscrimination

Neither the employer, the union, nor any employee shall engage in unlawful discrimination. Violations of this provision are not subject to the grievance procedure. Employees are encouraged to file complaints alleging unlawful discrimination with Human Resources prior to pursuing recourses available under state and federal law.

### 5.4 Personnel Files

Employees shall each have one official personnel file which shall be open to them except for confidential correspondence connected with initial employment. Employees may rebut, comment on, and clarify any unfavorable item in their file, and any such rebuttal, commentary or clarification shall be attached to the relevant item in the file. Employees may obtain a copy of any material contained in their personnel file. No anonymous material may be placed in official personnel files. No unfavorable material may be placed in an employee's personnel file that does not bear either the signature or initials of the employee or a statement and signature of an employer representative indicating the employee has been shown the material and refused to sign it. The employee's signature does not necessarily mean that the employee agrees with the content, but serves to verify that the employee has seen the document. Evaluations are not considered unfavorable material for purposes of this provision.



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5.5 Rights to Representation

Employees are entitled to the presence of a representative during an investigatory interview which the employee reasonably believes may result in disciplinary action. Employees may choose their representatives as long as the representative of choice is reasonably available.

5.6 Contract Duration

Unless otherwise specified the duration of an adjunct contract is one semester. The Vice-President will have the ability to consider the offer of an annual contract for an adjunct based on programmatic needs.

5.7 Office Space

Office space will be provided, when available.

5.8 Class and Course Assignment

Employees shall receive information concerning their proposed teaching assignment for the next term no later than thirty (30) calendar days prior to the beginning of the term. Employees shall receive a contract formalizing the offer of employment at least twenty-one (21) calendar days prior to the beginning of the term. However, it is recognized that the employer cannot always predict in advance all of the courses which may need to be offered through adjunct faculty. Nothing herein precludes the employer from requesting an employee to take on unanticipated assignments without providing the preferred advance notice. Such requests will be made as soon as practical after the employer determines the need for an additional course.

5.9 Course Cancellation

After the receipt of an employment contract, employees shall not have their assignment changed except by mutual agreement unless the class is cancelled because of low enrollments or inadequate funds, or unless the course is reassigned to a full-time faculty member with less than a full-time workload. Classes with low enrollment are typically cancelled one week before the first day of the semester. The Vice-President determines what constitutes low-enrollment. Employees whose course is cancelled due to low enrollment shall receive a stipend of $100.00. As directed by the Vice President of Instruction and Student Services, cancelled courses that are necessary for graduation or certification may be offered as Directed Study.

5.10 Evaluation of Employees

The employer is responsible for the evaluation of bargaining unit employees. Methods of evaluation include but are not limited to student evaluations and administrative evaluations. Employees may request an evaluation at any time; however, the employee must request the evaluation in writing at least three (3) weeks prior to the end of his/her class(es). Employees may request a meeting with the appropriate administrator to discuss their evaluation and such requests will be honored. Evaluations are not subject to the grievance procedure.



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5.11 Personal Life

The personal life of an employee is not an appropriate concern of the employer except where off-duty conduct interferes with the employee's performance or the employer's operation or mission.

5.12 Priority Consideration for Application for Full-Time Faculty Positions

After the internal recruiting process for full-time faculty or classified positions has expired and the vacancy remains unfilled, the College may advertise the position externally. However, the College will not fill a position with an outside applicant before it has considered adjunct faculty applications that are submitted within three working days from the close of the internal recruiting process. The employer may discontinue the search at any point in the recruitment process and leave the vacancy unfilled.

5.13 Tuition Waivers for Employees

Employees are eligible for a tuition waiver equal to the amount of credits taught during the current semester. Employees may choose to either use the waiver or delegate it to a spouse or dependent (IRS definition) to be used during the current semester or the immediately following semester. Credits are not accumulative, may not be split, and can be used only by one student per semester. Tuition is waived on a space available basis after all other paying students have had an opportunity to register providing said courses do not conflict with academic responsibilities.

Building fees, lab fees and mandatory course fees cannot be waived.

5.14 Just Cause

Employees have the right to serve their specified term of appointment and may be disciplined and discharged during that term only for just cause. The term of appointment for adjunct faculty is the length of the class assignment and may not extend beyond one semester. It is understood that the canceling of a class because of low enrollments or inadequate funds, or reassigning a course to a full-time instructor to bring full-time instructors up to a full-time teaching load shall not be construed as a violation of this provision.

5.15 Consideration for Early Childhood Center usage.

Adjunct faculty may apply for enrollment of dependents for the Early Childhood Center.

5.16 Academic Freedom

The institution maintains an atmosphere in which intellectual freedom and independence exist. Faculty and students are free to examine and test all knowledge appropriate to their discipline or area of major study as judged by the academic/educational community in general.



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5.17 Academic Responsibility

The Board, the Administration, and the Association agree that accepting and assuming an adjunct faculty position at Flathead Valley Community College includes the following responsibilities:

A. To maintain professional competence and keep professional knowledge current by continuous reading, research, etc.

B. To perform fully and faithfully the duties of a college faculty member:
   1. To meet faithfully all assigned classes and to make alternative arrangements for the class when absence is unavoidable. Such arrangements shall be reported to the Director of Educational Services
   2. To be available on a regular basis to students for guidance on matters regarding their classroom activities, through adherence to a schedule of regular hours to meet with students. Availability times shall be published on each course's syllabus. Exceptions shall be reported to and approved by the Director of Educational Services.
   3. To teach each class according to the highest professional standards.
   4. To evaluate students based on their academic performance, post grades for students throughout the semester on a regular basis, and post final grades by the Monday following finals week.
   5. To present the subject matter in the course and to teach within the guidelines of the course syllabus.
   6. To improve, update, enrich, and revise courses periodically to keep them current.
   7. To participate in the adjunct in-service and up to one department meeting or professional developments per semester as directed

**6.0 COMPENSATION**

6.1 Pay Rates

Pay rates for adjunct faculty during the 2017, 2018, 2019 fiscal years shall be in accordance with Addendum A.

6.2 Leave of Absence

Leaves of absence without pay may be granted employees for reasons such as health, study, travel, service in public office, military service, or service in the Peace Corps or similar organizations. Leaves of absence shall normally not exceed one year. Requests for such leaves shall be made in writing to the Vice President of Educational Services. Employees on an extended leave of absence shall inform the employer at least ninety (90) days prior to the beginning of a term if they desire to be considered for employment for that term. The grant of a leave of absence bestows no right to reemployment.



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6.3 Special Courses

Directed Study – When requested by the Vice President of Instruction and Student Services, a member may teach a course as a directed study. In this situation, it is assumed that faculty must spend 1 hour per week with the student(s) who are earning 3 credits. Therefore, the conversion from contact hours (CH) to Lecture hour Equivalent (LHE) shall be:

$$CH = 0.333LHE$$

Example: The Vice President asks a member to teach a 3 credit directed study. The load shall be calculated as:

$$\frac{3\ credits}{semester} \times \frac{15\ CH}{credit} \times \frac{0.333\ LHE}{CH} = 15\ LHE$$

Note: If a member chooses to offer a directed study without the consent of the Vice President, the member will not be compensated.

6.4 Extra Duty Assignments

Employees who are offered non-instructional extra duty assignments by the Director of Educational Services, which are in excess of normal professional responsibilities and extend beyond normal work day or work year, will be provided extra compensation upon approval by the Vice-President. Employees shall have the right to refuse non-instructional extra duty assignments. Rate of compensation for such extra duty assignments shall be agreed upon between the employee and the Director of Educational Services and must be approved by the Vice-President prior to the work being performed. If an extra duty assignment is cancelled prior to completion, the employee will be paid a pro-rated amount for work performed.

6.5 Distance Education

1. Employees who have received prior approval by the Vice President of Instruction and Student Services may enroll in the four credit course *Teaching Online Courses* and the six credit course *Developing Online Courses*. A course will be offered each semester. Employees will pay fees for enrolling in the course per the provisions of the Collective Bargaining Agreement. Successful completion of the course includes the development or conversion of a face to face course to an online or hybrid course that will become part of the FVCC online course bank. The developed course will be the intellectual property of Flathead Valley Community College. Multiple sections of a course are not eligible for independent funding. Upon approval of the developed course by the E-Learning Committee and the Vice-President, the faculty member will be compensated according to the following schedule:



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| Development of course to online | | | Conversion of course to/from hybrid | |
|---|---|---|---|---|
| 1 credit | $233 | | 1 credit | $115 |
| 2 credits | $466 | | 2 credits | $233 |
| 3 credits | $700 | | 3 credits | $350 |
| 4 credits | $825 | | 4 credits | $412 |
| 5+ credits | $950 | | 5+ credits | $475 |

2. Employees, with prior approval of the Vice-President of Instruction and Student Services, may develop online courses without taking *Teaching Online Courses or Developing Online Courses.* Upon approval of the developed course by the E-Learning Committee and the Vice-President, the faculty member would be eligible for the stipends as listed above.

3. Definitions:
"Online course" refers to a class offered over the internet. These classes may have a face-to-face testing component. "Hybrid course" refers to classes that have at least 67% of the course offered over the internet and 33% or less requiring classroom attendance. "ITV courses" refers to courses offered over interactive television.

6.6 Teaching via Distance Education

1. Employees, who have developed a course or who are interested in teaching a previously developed course from the FVCC online course bank, may enroll in the four credit course *Teaching an Online Course* with prior approval of the Vice-President of Instruction and Student Services. Employees who successfully complete both *Teaching an Online Course (4 credits)* and *Developing Online Courses (6 credits)* and will receive $1,100 stipend effective the first term the online or hybrid course (of at least 3 credits) is taught.

2. Employees teaching via ITV for the first time will receive an additional $300. Subsequent teaching via distance ITV will receive no additional compensation beyond the established schedule.

3. Employees teaching via online for the first time will receive a $500 stipend. Subsequent teaching via online will receive no additional compensation beyond the established schedule.

4. Online, hybrid and ITV courses will count as part of the employee teaching load in the same manner that face-to-face classes count toward the teaching load.

5. Course enrollment maximums for face-to-face courses will be applied to online and ITV courses.



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## 7.0 GRIEVANCE PROCEDURE

7.1 Grievance Definition

A grievance is defined as an allegation by an employee that there has been a violation or misinterpretation of a provision of this agreement.

7.2 Rules of Grievance Processing

a. Timeframes: References to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days which are not designated as holidays. Time limits specified herein may be extended by mutual agreement of the parties at that step of the procedure. Any grievance which is not filed or advanced within the time limits provided for herein shall be deemed to have been resolved by the decision at the prior step and is without further recourse. Any grievance not responded to by the employer within the time limits provided may be advanced to the next step of the procedure.
b. Alternative Procedures: The grievance procedure set forth in this agreement is the sole and exclusive remedy for employee complaints unless otherwise expressly provided herein.
c. Written Grievances: Grievances presented in writing at Steps 2, 3, and 4 shall include the following specific information: a complete statement of the grievance including the facts upon which the grievance is based, dates the alleged grievance occurred and the specific contract provision allegedly violated, names of witnesses having knowledge of relevant facts, and specific remedy requested. The grievance shall be dated and signed by the employee grievant. Copies of relevant documents shall be attached to the grievance. If the required information is not provided, the grievance shall be returned to the employee who shall have ten (10) days to supply the required information or the grievance shall be dismissed as invalid and may not be pursued any further.
d. Union Representation: The employee grievant may at his/her discretion be represented by the union at any step of the grievance procedure.
e. Notification Requirements: Unless otherwise provided, where notice is required to be given, it shall be sufficient:
    - in the case of a Member, for notification to be sent by certified mail to the address on file in the Human Resources Office;
    - in the case of the Union, for notification to be sent by certified mail to the addresses on file in the Human Resources Office for two members of the Adjunct Faculty Union Executive Committee;
    - in the case of the Board, the College or the Administration, for notification to be sent by certified mail to the Office of the President, 777 Grandview Drive, Kalispell, MT 59901
f. Election of Remedies: The grievant and the exclusive representative may have the grievance or disputed interpretation of the agreement resolved either by final and binding arbitration or by any other available legal method and forum, but not by both. After a grievance has been submitted to arbitration, the grievant and the exclusive representative



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waive any right to pursue against the College, or its agents, an action or complaint arising from the same facts supporting the grievance. If a grievant or the exclusive representative files a complaint or other action against the College, or its agents, arbitration over the same dispute may not be filed or pursued under this Agreement.

7.3 Procedures for Filing Grievances

All grievances must be filed within fifteen (15) days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance.

Step 1: Any employee may present and discuss any complaint with the Vice President of Instruction and Student Services, with or without a representative of the union, with the intent of resolving the complaint informally. The Vice President of Instruction and Student Services shall have ten (10) days to respond to the complaint. Any settlement, withdrawal or disposition of a complaint at this informal stage shall not constitute a precedent in the settlement of similar complaints.

Step 2: If a grievance is not resolved informally at Step 1, a formal grievance may be filed with the Vice President of Instruction and Student Services. The formal grievance shall be filed in writing with the Vice President of Instruction and Student Services within ten (10) days from receipt of the Step 1 response. The Vice President of Instructional and Student Services shall conduct a meeting with the employee to discuss resolution of the grievance within ten (10) days following receipt of the grievance. At the meeting, the grievant shall present to the Vice President of Instructional and Student Services all information which is pertinent to the grievance and any other available information that the Vice President of Instructional and Student Services requests. The Vice President of Instructional and Student Services shall issue a written decision to the employee and the union within ten (10) days following the conclusion of this meeting.

Step 3: If the grievance is not resolved at Step 2, then within ten (10) days from receipt of the response from the Vice President of Instructional and Student Services, the employee may submit the written grievance to the President of the College who shall issue a written decision to the employee within ten (10) days of receipt of the grievance.

Step 4: If the grievance is not resolved at step 3, then within ten (10) days from receipt of the response from the President, the employee may submit the written grievance to the Board of Trustees of the College. The Board shall issue a written decision to the employee within ten (10) days after the next scheduled Board meeting after receipt of the grievance.

Step 5: Within ten (10) days after receipt of the Board's response, the union and the employee may file a written request for arbitration with the President. The written request for arbitration must be signed by the grievant and the union president.



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7.4 Rules of Arbitration

A. Selection of the Arbitrator

If the union and the employer cannot agree upon an acceptable arbitrator, they shall forward a joint, written request to the Montana Board of Personnel Appeals to provide a list of five arbitrators. Each party shall alternately strike a name from the list until only one name remains. The remaining person shall be designated as the arbitrator.

B. Fees and Expenses

The fees and expenses of the arbitrator shall be divided equally between the employer and the union. Each party shall bear the cost of preparing and presenting its own case. If either party orders a transcript, it shall allow the other party to copy the transcript by paying half the cost of the transcription.

C. Authority of the Arbitrator

The arbitrator shall neither add to, delete from, nor modify the terms of the agreement. Either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction. The arbitrator shall not have any authority to order any remedy which directly or indirectly grants reemployment beyond the current semester or quarter period. The remedy for any procedural defect resulting from actions or inaction of the employer shall be limited to curing the procedural defect. The Arbitration decision may be challenged in accordance with Montana law.

D. Arbitrability

In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act. The arbitrator shall render a decision on any such issue before preceding with the substance of the case. Upon concluding that the arbitrator does not have jurisdiction to act, the arbitrator shall make no decision of the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time. Either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such a review is completed.

E. Effect of Decision

The decision or award of the arbitrator shall be final and binding upon the employer, the grievant, and the union, provided that either party may appeal a decision as provided for in paragraph C of this subsection.

F. Retroactivity

An arbitrator's award may or may not be retroactive as the equities of each case may justify, but in no case shall an award be retroactive to a date earlier than ten days before the date the grievance was initially filed or the date on which the act or omission occurred, whichever is later.



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**ADDENDUM A:**

Calculating Lecture Hour Equivalents (LHE) for Compensation
**Définitions:**

- 1 contact hour = 50 minutes of time faculty spend with students engaged in credit earning activities
- 15 semester lecture contact hours = 1 credit hour
- 30 semester lab contact hours = 1 credit hour
- 45 semester clinical contact hours = 1 credit hour
- LHE = Lecture Hour Equivalent. This standardizes the number of lecture, lab, clinical and technical assisting hours performed by faculty. The course profile determines the hours for each class.

| | **Conversion factors** | |
|---|---|---|
| | 1 SEM=15 W | Weeks to semesters |
| | 1 CH = 50 min | Contact Hour to minutes |
| **Lecture (15:1)** | 1 CH = 1 LHE | |
| **Lab (30:1)** | 1 CH = .75 LHE | |
| **Clinical (45:1)** | 1 CH = .5 LHE | |
| **Technical Assistance** | 1 CH = .375 LHE | |

To calculate load:

For each assigned class:

1. Use course profile to determine the contact hours (CH).
2. Convert CH to LHE using the conversions in Table 1.
3. For each course, find the total LHE for the semester.

**Example:**
The course profile for Class X indicates 15 semester lecture hours and 60 semester lab hours. Then,

$$\left(15\frac{CH}{SEM} \times 1\frac{LHE}{CH} + 60\frac{CH}{SEM} \times 0.75\frac{LHE}{CH}\right) = 60\ LHE$$

Without units, this simplified to: $(15 \times 1) + (60 \times 0.75) = 60\ LHE$

| **Fiscal Year** | **Rate per LHE** |
|---|---|
| 2016 - 2017 | $40.00 LHE |
| 2017 - 2018 | $40.60 LHE |
| 2018 - 2019 | $41.21 LHE |



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## 8.0 EFFECT OF AGREEMENT

8.1 Savings Clause

Should any portion of this agreement be determined unlawful, invalid, or unenforceable by operation of law or by any tribunal of competent jurisdiction (not to include the Board of Trustees or the Board of Regents), that portion of the agreement declared invalid shall be null and void; however, the rest of the agreement shall remain in full force and effect. Upon request of either party, negotiations regarding the portion of the agreement declared invalid shall commence at a mutually agreeable time.

8.2 Interim Amendment

Except as provided for in Section 8.1 each party hereby waives their right to insist that the other party bargain collectively during the life of this agreement with respect to any questions of wages, hours, fringe benefits, or other conditions of employment. This is the sole and complete agreement between the parties and supersedes any previous agreements, understandings, policies, and practices, oral or written, express or implied.

8.3 Changes in Agreement

Changes to this agreement may be negotiated at any time only upon mutual agreement of the parties to this agreement. Any agreed to changes shall be made effective upon any date agreed upon by both parties and shall expire upon the expiration of this agreement.

## 9.0 TERM OF AGREEMENT

9.1 Duration

This agreement shall be in effect from July 1, 2016 and shall continue until and including June 30, 2019 and shall be considered to be renewed from year to year thereafter unless either party to this agreement notifies the other in writing of its intent to modify or terminate the agreement. Negotiations for a subsequent agreement shall begin on a mutually agreeable date. The parties further agree that the contract may be reopened on the last year of the contract, for salary only, if the January 2017-2018 CPI is greater than 1.5%.

**For the Employer:**

11/21/16

Jane A. Karas, President — Date

Shannon Lund 11/28/16

Shannon Lund, Board Chair — Date

**For the Union:**

Pete J. Hertlein 11/17/16

Pete Hertlein, President — Date

Marita Combs 11/17/16

Marita Combs, Representative — Date

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**For the Union:**

Pete J. Hertlein 11/17/16

Pete Hertlein, President — Date

Marita Combs 11/17/16

Marita Combs, Representative — Date

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**ADJUNCT FACULTY**
**MEA-MFT, AFT, NEA, AFL-CIO**

**~~July 1, 2011 through June 30, 2014~~ July 1, 2016 – June 30, 2019**

# PACKAGE PROPOSAL – ~~MAY 23~~July 1, 2016

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This agreement is entered into by the Board of Trustees of Flathead Valley Community College hereinafter referred to as the employer, and the Federation of Flathead Valley Community College Adjunct Faculty, affiliated with the ~~Montana Federation of Teachers,~~ MEA-MFT, AFT, NEA, AFL-CIO hereinafter referred to as the union.

1.3 Bargaining Unit Definition

The bargaining unit shall include all part-time teaching employees of Flathead Valley Community College excluding the following: early retirees as defined by Board Policy; full-time instructors; continuing education instructors (including ~~Elderhostel and~~ Glacier Institute instructors); contract training instructors; and visiting celebrity instructors with unique skills, reputation or qualifications, such as well-known entertainers, authors, business magnates and government and education officials; supervisors; managers (to include all administrative, exempt, and professional employees); and confidential personnel.

## 2.0 MANAGEMENT RIGHTS

2.1 Management Rights

The union and employees recognized the prerogative of the employer, subject to the terms of this agreement, to operate and manage its affairs and determine the structure, policies, and purposes of the College. Employer rights, in accordance with MCA 39-31-303, include but are not limited to the following:

1. directing employees;
2. hiring, promoting, transferring, assigning and retaining employees;
3. relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or nonproductive;
4. maintaining the efficiency of the employer's operations;
5. determining the methods, means, job classification, and personnel by which the employer's operations are to be conducted;
6. taking whatever actions may be necessary to carry out the missions of the employer in situations of emergency; and
7. establishing the methods and processes by which work is to be performed. ~~(39-31-303, MCA)~~

All rights and prerogatives of the employer which are not specifically limited or relinquished by the express language of this agreement shall be retained by the employer.

## 3.0 UNION RIGHTS

3.4 Information and Data

1. Upon written request of the union Executive Committee or designee, the employer agrees to furnish the union with a copy of available documents which are public information and not of a privileged, confidential or personal nature. ~~such as: the college budget, board agendas and board minutes~~.

~~2. It further agrees, w~~Within 15 business days after the first pay date of each semester, ~~to~~ the employer will provide the designated union officer ~~Executive Committee~~ a list of the available names and addresses of the bargaining unit employees teaching that semester and their projected pay for that semester. ~~The home addresses and phone numbers of said employees will also be provided if the employee has given that information to the FVCC Human Resources Office and granted HR written authorization to share it with the union.~~ The Union is responsible for providing the Human Resources office adjuncts' enrollment information to include: a complete list of names, dues, and fees amount to be withheld a minimum of ten working days prior to the final pay period of each semester.

~~3.~~2. Voluminous information shall be made available for inspection or will be provided for the cost of copying.

3.6 ~~Union Security~~ Professional Dues, Fees and Payroll Deductions

A. Dues Deduction Authorized
The College agrees to deduct from the pay of Association employees the dues and professional representation fees for MEA-MFT, AFT, NEA and the FVCC Adjunct Faculty upon receipt from the Union of authorization by each employee and as provided by law.

Beginning the first full term after the ratification of this agreement, each member of the bargaining unit shall be expected to exercise one (1) of the following three (3) options:

1. become a member of the union and pay dues accordingly;
2. pay a representation fee determined by the union in accordance with case law to be the amount required for representation in collective bargaining matters;
3. make a contribution of an amount equal to the representation fee to a charity selected by the union.

As a condition of employment, all potential employees must agree in advance, in writing, to choose one of the three (3) options above. Those employees hired too late to submit advance notice of union participation will have thirty (30) days from the date they sign their contract to select one of the above options.

B. The employer shall deduct union dues~~, union~~ or the professional representation fee, or charity contribution from the final pay of the applicable course ~~wage~~ of each employee who has voluntarily authorized such deduction in writing. At the end of the semesters in August, December and May ~~T~~the employer shall deliver dues and representation fee monies to the treasurer of the union who shall acknowledge each receipt in writing. No later than ~~September~~ July 15 of each fiscal year, the union shall notify the employer of the name and mailing address of the treasurer who is to receive dues and representation fee monies and shall certify to the employer what rates are to be in effect for that academic year.

C. The union will indemnify and hold the employer harmless against any liability, and shall reimburse the employer for any expense which may arise as a result of the operation of this

article.

## 4.0 NO STRIKE

4.1 No Strike/No Lockout

There shall be no picketing, strikes, slowdowns, work stoppages or other forms of concerted activity on the part of the union or employees ~~for any reason~~ during the term of this agreement. There shall be no lockout of employees by the employer during the term of this agreement.

## 5.0 EMPLOYEE RIGHTS AND WORKING CONDITIONS

5.1 Travel

With prior approval of the Vice-President of Instruction and Student Services, ~~E~~employees are eligible for reimbursement of approved travel expenses in accordance with Board Policy.

5.2 Payroll Deductions

Upon ~~proper written authorization of an~~ submission of appropriate form, ~~employee,~~ the employer will ~~implement the following optional~~ provide optional payroll deductions for items including, but not limited to up to two checking and/or two savings accounts; optional retirement plans; and other established deductions ~~: Credit unions, savings banks, savings bonds, personal retirement and investment programs, tax sheltered annuity programs and other deductions~~ approved by the employer. It is understood such payroll deductions are made solely for the employees' convenience and the employer assumes no liability as a result of this courtesy.

~~5.~~3 Nondiscrimination

Neither the employer, the union, nor any employee shall engage in unlawful discrimination. ~~discriminate on the basis of race, creed, religion, color or national origin or because of age, physical or mental handicap, marital status, or sex when the reasonable demands of the position do not require an age, physical or mental handicap, marital status or sex distinction.~~ Violations of this provision are not subject to the grievance procedure. Employees are encouraged to file complaints alleging unlawful discrimination with ~~the EEO/AA Officer~~ Human Resources prior to pursuing recourses available under state and federal law.

5.5 Rights to Representation

Employees are entitled to the presence of a representative during an investigatory interview which the employee reasonably believes may result in disciplinary action. Employees may choose their representatives as long as the representative of choice is ~~immediately~~ reasonably available.

~~5.6 *Office* Hours~~ (Move to 5.17 Academic Responsibility)

~~Adjunct faculty are not expected to maintain regular office hours but shall make themselves available before and/or after class or another mutually acceptable time to respond to student questions.~~

5.6 Unless otherwise specified the duration of an adjunct contract is one semester. The Vice-President will have the ability to consider the offer of an annual contract for an adjunct based on programmatic needs.

5.8 Class and Course Assignment

Employees shall receive information concerning their proposed teaching assignment for the next term no later than thirty (30) calendar days prior to the beginning of the term. Employees shall receive a contract formalizing the offer of employment at least twenty-one (21) calendar days prior to the beginning of the term. However, it is recognized that the employer cannot always predict in advance all of the courses which may need to be offered through adjunct faculty. Nothing herein precludes the employer from requesting an employee to take on unanticipated assignments without providing the preferred advance notice. Such requests will be made as soon as practical after the employer determines the need for an additional course. ~~The time lines specified above shall be adhered to by the Lincoln County Campus (LCC) to the extent practical but is recognized that additional flexibility is needed at LCC because of its small size and developing nature.~~

~~Curriculum development responsibilities are those related to the goals and objectives stated in the course description form. This would include any revisions to the course description form taught by individual faculty, as well as changes to goals and objectives that are required as a result of institutional effectiveness and/or self study.~~

5.9 Course Cancellation

After the receipt of an employment contract, employees shall not have their assignment changed except by mutual agreement unless the class is cancelled because of low enrollments or inadequate funds, or unless the course is reassigned to a full-time faculty member with less than a full-time workload. ~~Typically, a class will not be cancelled until it meets at least one time~~ Classes with low enrollment are typically cancelled one week before the first day of the semester. The Vice-President determines what constitutes low-enrollment. ~~Employees are expected to attend the first class meeting unless otherwise notified. Employees who do not receive notification of the cancellation of a course due to low enrollment more than seven calendar days before the first class shall receive a stipend of $30.00.~~ Employees whose course is cancelled due to low enrollment ~~reassigned to a full-time faculty member~~ shall receive a stipend of $50.00. As directed by the Vice President of Instruction and Student Services, cancelled courses that are necessary for graduation or certification may be offered as Directed Study.

5.10 Evaluation of Employees

The employer is responsible for the evaluation of bargaining unit employees. Methods of evaluation include but are not limited to student evaluations and administrative evaluations. Employees may request an evaluation at any time; however, the employee must request the evaluation in writing at least three (3) weeks prior to the end of his/her class(es). ~~Evaluations are not subject to the grievance procedure.~~ Employees may request a meeting with the appropriate administrator to discuss their evaluation and such requests will be honored. Evaluations are not subject to the grievance procedure.

5.13 Tuition Waivers for Employees

Employees are eligible for a tuition waiver equal to the amount of credits taught during the current semester. Employees may choose to either use the waiver or delegate it to a spouse or dependent (IRS definition) to be used during the current semester or the immediately following semester. Credits are not accumulative, may not be split, and can be used only by one student per semester. ~~who taught a course for FVCC during the immediately preceding academic year or are teaching during the current semester may enroll in regular college courses at FVCC with t~~Tuition is waived

on a space available basis after all other paying students have had an opportunity to register providing said courses do not conflict with academic responsibilities. ~~Tuition will be waived for the employee during the current semester, the following semester or any one semester during the following academic year.~~

~~Spouses and children of adjuncts may enroll in regular college courses at FVCC with a tuition waiver on a space available basis after all other paying students have had an opportunity to register and the adjunct faculty members has taught 100 credits cumulatively.~~

Building fees, lab fees and mandatory course fees cannot be waived.

~~Tuition will also be waived for enrollment in designated Continuing Education courses which already have sufficient enrollments to cover the course costs. Tuition waivers for Continuing Education classes do not include workshops or seminars offered through the Business and Professional Development Program~~.

5.14 Just Cause

Employees have the right to serve their specified term of appointment and may be disciplined and discharged during that term only for just cause. The term of appointment for adjunct faculty is the length of the class assignment and may not extend beyond ~~one quarter or~~ one semester. It is understood that the canceling of a class because of low enrollments or inadequate funds, or reassigning a course to a full-time instructor to bring full-time instructors up to a full-time teaching load shall not be construed as a violation of this provision.

5.15 Consideration for Early Childhood Center usage.

Adjunct faculty may apply for enrollment of dependents for ~~employees will be included in any consideration given to FVCC employees for use of~~ the Early Childhood Center.

5.16 Academic Freedom

The institution maintains an atmosphere in which intellectual freedom and independence exist. Faculty and students are free to examine and test all knowledge appropriate to their discipline or area of major study as judged by the academic/educational community in general.

5.17 Academic Responsibility

The Board, the Administration, and the Association agree that accepting and assuming an adjunct faculty position at Flathead Valley Community College includes the following responsibilities:

A. To maintain professional competence and keep professional knowledge current by continuous reading, research, etc.

B. To perform fully and faithfully the duties of a college faculty member:

1. To meet faithfully all assigned classes and to make alternative arrangements for the class when absence is unavoidable. Such arrangements shall be reported to the Director of Educational Services
2. To be available on a regular basis to students for guidance on matters regarding their classroom activities, through adherence to a schedule of regular hours to meet

with students. Availability times shall be published on each course's syllabus. Exceptions shall be reported to and approved by the Director of Educational Services.

3. To teach each class according to the highest professional standards.
4. To evaluate students based on their academic performance, post grades for students throughout the semester on a regular basis, and post final grades by the Monday following finals week.
5. To present the subject matter in the course and to teach within the guidelines of the course syllabus.
6. To improve, update, enrich, and revise courses periodically to keep them current.
7. To participate in the adjunct in-service and up to two meetings and/or professional developments per semester as directed

## 6.0 COMPENSATION

### 6.1 Pay Rates

Pay rates for adjunct faculty during the ~~2011-2013~~ 2017, 2018, 2019 fiscal ~~academic~~ years shall be in accordance with the schedule found on the last pages of this agreement. Convert to LHE model at the following levels:

2016-2017: $39.50/LHE (minimum 3.1% - maximum 20.8%, average 8%)
2017-2018: $40.10/LHE (1.5%)
2018-2019: $40.70/LHE (1.5%)

### 6.4 ~~Independent Study, Directed Study,~~ Special Courses

Directed Study – When requested by the Vice President of Instruction and Student Services, a member may teach a course as a directed study. In this situation, it is assumed that faculty must spend 1 hour per week with the student(s) who are earning 3 credits. Therefore, the conversion from contact hours (CH) to Lecture hour Equivalent (LHE) shall be:

$$CH = 0.333LHE$$

Example: The Vice President asks a member to teach a 3 credit directed study. This load shall be calculated as:

$$\frac{3\ credits}{semester} \times \frac{15\ CH}{credit} \times \frac{0.333\ LHE}{CH} = 15\ LHE$$

Note: If a member chooses to offer a directed study without the consent of the Vice President, the member will not be compensated.

~~When an employee is asked by the administration to supervise an independent study, directed study or special course, the employee will be compensated on the following basis:~~

~~Number of students multiplied by the number of credits multiplied by 1/15 of the base (one credit) rate of pay assigned to the class in question.~~

~~Example:~~

~~Number of students multiplied by number of credits multiplied by 1/15 of current rate of pay.~~

~~It is understood that these activities are intended to compensate an instructor for an activity where the enrollment will be small. The administration will establish the minimum and maximum number of students allowable for independent study, directed study and special course activities.~~

6.5 Committees (Move to Article 5.17. B. 7)

~~Participation on committees or in college sponsored in-service training, when approved by the Vice President of Educational Services, or his/her designee, will be compensated at the following rates: Note: this rate change will NOT be retroactive, but will be effective as of date of signed agreement.~~

~~$30.00 for fewer than two hours;~~
~~$40.00for two or more, but fewer than four hours;~~
~~$55.00for four or more, but fewer than six hours;~~
~~$70.00for six or more hours per day.~~

~~In requesting payment for participation on committees or in college sponsored in-service training, a faculty member shall complete and sign a payroll authorization form adopted by the College. The form must be submitted to the Vice President of Educational Services, or his/her designee, monthly for approval before it will be processed for payment by the human resources department. A copy of the completed form shall be provided to the faculty member.~~

6.5 Extra Duty Assignments

Employees who are assigned non-instructional extra duty assignments by the Director of Educational Services, which are in excess of normal professional responsibilities and extend beyond normal work day or work year, will be provided extra compensation upon approval by the Vice-President. Employees shall have the right to refuse non-instructional extra duty assignments. Rate of compensation for such extra duty assignments shall be agreed upon between the employee and the Director of Educational Services and must be approved by the Vice-President prior to the work being performed. If an extra duty assignment is cancelled prior to completion, the employee will be paid a pro-rated amount for work performed.

6.6 ~~Pay Rates for~~ Distance Education

1. Employees who have received prior approval by the Vice President of Instruction and Student Services may enroll in the four credit course *Teaching Online Courses* and the six credit course *Developing Online Courses*. A course will be offered each semester. Employees will pay fees for enrolling in the course per the provisions of the Collective Bargaining Agreement. Successful completion of the course includes the development or conversion of a face to face course to an online or hybrid course that will become part of the FVCC online course bank. The developed course will be the intellectual property of Flathead Valley Community College. Multiple sections of a course are not eligible for independent funding. Upon approval of the developed course by the E-Learning Committee and the Vice-President, the faculty member will be compensated according to the following schedule:

| **Development of course to online** | | | **Conversion of course to/from hybrid** | |
|---|---|---|---|---|
| 1 credit | $233 | | 1 credit | $115 |
| 2 credits | $466 | | 2 credits | $233 |

| | | | | |
|---|---|---|---|---|
| 3 credits | $700 | | 3 credits | $350 |
| 4 credits | $825 | | 4 credits | $412 |
| 5+ credits | $950 | | 5+ credits | $475 |

2. Employees, with prior approval of the Vice-President of Instruction and Student Services, may develop online courses without taking *Teaching Online Courses or Developing Online Courses.* Upon approval of the developed course by the E-Learning Committee and the Vice-President, the faculty member would be eligible for the stipends as listed above.

3. Definitions:

"Online course" refers to a class offered over the internet. These classes may have a face-to-face testing component. "Hybrid course" refers to classes that have at least 67% of the course offered over the internet and 33% or less requiring classroom attendance. "ITV courses" refers to courses offered over interactive television.

6.7 Teaching via Distance Education

1. Employees, who have developed a course or who are interested in teaching a previously developed course from the FVCC online course bank, may enroll in the four credit course *Teaching an Online Course* with prior approval of the Vice-President of Instruction and Student Services. Employees who successfully complete both *Teaching an Online Course (4 credits)* and *Developing Online Courses (6 credits)* and will receive $1,100 stipend effective the first term the online or hybrid course (of at least 3 credits) is taught.

2. Employees teaching via ITV for the first time will receive an additional $300. Subsequent teaching via distance ITV will receive no additional compensation beyond the established schedule.

3. Employees teaching via online for the first time will receive a $500 stipend. Subsequent teaching via online will receive no additional compensation beyond the established schedule.

4. Online, hybrid and ITV courses will count as part of the employee teaching load in the same manner that face-to-face classes count toward the teaching load.

5. Course enrollment maximums for face-to-face courses will be applied to online and ITV courses.

~~**Development of Distance Education Courses**~~

~~1. Faculty who have received prior approval by the Vice President may receive funding to develop a new course or adapt an existing course for delivery online. Multiple sections of a course are not eligible for independent funding. Compensation, based on prior authorization and final approval of the product by the Vice President, will be compensated as follows:~~

~~a. 3 credits $700~~

~~b. 4 credits $825~~
~~c. 5 credits or more $950~~

~~2. The College shall provide appropriate, pre-approved training to a faculty member assigned to teach on-line. The training must be completed prior to the beginning of the online course.~~

~~**Teaching via Distance Education**~~

~~3. Faculty teaching via distance technology (online or ITV) for the first time will be compensated an additional $300 via ITV or $500 via online. Under this provision, a faculty member may earn a maximum $500 for teaching online, and an additional $300 for teaching ITV. Subsequent teaching via distance technology will receive no additional compensation beyond the established schedule.~~

~~4. The teaching of online courses will be compensated on the following basis:~~

~~a. For enrollment of less than 10: number of students multiplied by the number of credits, multiplied by the hourly rate paid for a lecture course.~~
~~b. For enrollments of 10 or more: full course compensation per the established schedule.~~
~~c.~~a. ~~Course enrollment for the first time that a faculty member teaches online shall be capped at 25 students. Thereafter, the maximums for face-to-face courses will be applied to online courses.~~

## 7.0 GRIEVANCE PROCEDURE

7.1 Grievance Definition

A grievance is defined as an allegation by an employee that there has been a violation or misinterpretation of a provision of this agreement.

7.2 Rules of Grievance Processing

a. Timeframes: References to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days which are not designated as holidays. Time limits specified herein may be extended by mutual agreement of the parties at that step of the procedure. Any grievance which is not filed or advanced within the time limits provided for herein shall be deemed to have been resolved by the decision at the prior step and is without further recourse. Any grievance not responded to by the employer within the time limits provided may be advanced to the next step of the procedure.
b. Alternative Procedures: The grievance procedure set forth in this agreement is the sole and exclusive remedy for employee complaints unless otherwise expressly provided herein.

c. Written Grievances: Grievances presented in writing at Steps 2, 3, and 4 shall include the following specific information: a complete statement of the grievance including the facts upon which the grievance is based, dates the alleged grievance occurred and the specific contract provision allegedly violated, names of witnesses having knowledge of relevant facts, and specific remedy requested. The grievance shall be dated and signed by the employee grievant. Copies of relevant documents shall be attached to the grievance. If the required information is not provided, the grievance shall be returned to the employee who shall have ten (10) days to supply the required information or the grievance shall be dismissed as invalid and may not be pursued any

further.

d. Union Representation: The employee grievant may at his/her discretion be represented by the union at any step of the grievance procedure.

e. Notification Requirements: Unless otherwise provided, where notice is required to be given, it shall be sufficient:

- in the case of a Member, for notification to be sent by certified mail to the address on file in the Human Resources Office;
- in the case of the Union, for notification to be sent by certified mail to the addresses on file in the Human Resources Office for two members of the Adjunct Faculty Union Executive Committee;
- in the case of the Board, the College or the Administration, for notification to be sent by certified mail to the Office of the President, 777 Grandview Drive, Kalispell, MT 59901

f. Election of remedies: The grievant and the exclusive representative may have the grievance or disputed interpretation of the agreement resolved either by final and binding arbitration or by any other available legal method and forum, but not by both. After a grievance has been submitted to arbitration, the grievant and the exclusive representative waive any right to pursue against the College, or its agents, an action or complaint arising from the same facts supporting the grievance. If a grievant or the exclusive representative files a complaint or other action against the College, or its agents, arbitration over the same dispute may not be filed or pursued under this Agreement.

7.3 Procedures for Filing Grievances

All grievances must be filed within fifteen (15) days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance.

Step 1: Any employee may present and discuss any complaint with the Vice President of ~~Educational Services~~Instruction and Student Services, with or without a representative of the union, with the intent of resolving the complaint informally. The Vice President of ~~Educational~~ Instruction and Student Services shall have ten (10) days to respond to the complaint. Any settlement, withdrawal or disposition of a complaint at this informal stage shall not constitute a precedent in the settlement of similar complaints.

Step 2: If a grievance is not resolved informally at Step 1, a formal grievance may be filed with the Vice President of ~~Educational~~ Instruction and Student Services. The formal grievance shall be filed in writing with the Vice President of ~~Educational~~ Instruction and Student Services within ten (10) days from receipt of the Step 1 response. The Vice President of Educational Services shall conduct a meeting with the employee to discuss resolution of the grievance within ten (10) days following receipt of the grievance. At the meeting, the grievant shall present to the Vice President of Educational Services all information which is pertinent to the grievance and any other available information that the Vice President of Educational Services requests. The Vice President of Educational Services shall issue a written decision to the employee and the union within ten (10) days following the conclusion of this meeting.

Step 3: If the grievance is not resolved at Step 2, then within ten (10) days from receipt of

the response from the Vice President of Educational Services, the employee may submit the written grievance to the President of the College who shall issue a written decision to the employee within ten (10) days of receipt of the grievance.

Step 4: If the grievance is not resolved at step 3, then within ten (10) days from receipt of the response from the President, the employee may submit the written grievance to the Board of Trustees of the College. The Board shall issue a written decision to the employee within ten (10) days ~~of~~ after the next scheduled Board meeting after receipt of the grievance.

Step 5: Within ten (10) days after receipt of the Board's response, the union and the employee may file a written request for arbitration with the President. The written request for arbitration must be signed by the grievant and the union president.

7.4 Rules of Arbitration

A. Selection of the Arbitrator
If the union and the employer cannot agree upon an acceptable arbitrator, they shall forward a joint, written request to the ~~Federal Mediation and Conciliation Service~~ Montana Board of Personnel Appeals to provide a list of five arbitrators. Each party shall alternately strike a name from the list until only one name remains. The remaining person shall be designated as the arbitrator.

B. Fees and Expenses
The fees and expenses of the arbitrator shall be divided equally between the employer and the union. Each party shall bear the cost of preparing and presenting its own case. If either party orders a transcript, it shall allow the other party to copy the transcript by paying half the cost of the transcription.

C. Authority of the Arbitrator
The arbitrator shall neither add to, delete from, nor modify the terms of the agreement. Either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction. The arbitrator shall not have any authority to order any remedy which directly or indirectly grants reemployment beyond the current semester or quarter period. The remedy for any procedural defect resulting from actions or inaction of the employer shall be limited to curing the procedural defect. ~~and/or awarding compensatory damages~~. The Arbitration decision may be challenged in accordance with Montana law. ~~Within twenty (20) working days of receipt of the arbitrator's written award, either the union or employer shall have the right to initiate an action in the appropriate court for a declaratory judgment precluding enforcement of any arbitration award in the event of the existence of any of the following circumstances:~~

~~1. The arbitrator has exceeded his/her authority as circumscribed by this contract.~~
~~2. The arbitrator has assumed jurisdiction of matters not arbitrable.~~
~~3. The award is contrary to law or the terms of this agreement.~~

D. Arbitrability
In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act. The

arbitrator shall render a decision on any such issue before preceding with the substance of the case. Upon concluding that the arbitrator does not have jurisdiction to act, the arbitrator shall make no decision of the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time. Either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such a review is completed.

E. Effect of Decision

The decision or award of the arbitrator shall be final and binding upon the employer, the grievant, and the union, provided that either party may appeal a decision as provided for in paragraph C of this subsection.

F. Retroactivity

An arbitrator's award may or may not be retroactive as the equities of each case may justify, but in no case shall an award be retroactive to a date earlier than ten days before the date the grievance was initially filed or the date on which the act or omission occurred, whichever is later.

## 8.0 EFFECT OF AGREEMENT

### 8.1 Savings Clause

Should any portion of this agreement be determined unlawful, invalid, or unenforceable by operation of law or by any tribunal of competent jurisdiction (not to include the Board of Trustees or the Board of Regents), that portion of the agreement declared invalid shall be null and void; however, the rest of the agreement shall remain in full force and effect. Upon request of either party, negotiations regarding the portion of the agreement declared invalid shall commence at a mutually agreeable time.

### 8.2 Interim Amendment

Except as provided for in Section 8.1 each party hereby waives their right to insist that the other party bargain collectively during the life of this agreement with respect to any questions of wages, hours, fringe benefits, or other conditions of employment. This is the sole and complete agreement between the parties and supersedes any previous agreements, understandings, policies, and practices, oral or written, express or implied.

### 8.3 Changes in Agreement

Changes to this agreement may be negotiated at any time only upon mutual agreement of the parties to this agreement. Any agreed to changes shall be made effective upon any date agreed upon by both parties and shall expire upon the expiration of this agreement.

## 9.0 TERM OF AGREEMENT

### 9.1 Duration

This agreement shall be in effect from ~~July 1, 2011~~ July 1, 2016 and shall continue until and including ~~June 30, 2014,~~ June 30, 2019and shall be considered to be renewed from year to year

thereafter unless either party to this agreement notifies the other in writing of its intent to modify or terminate the agreement. Negotiations for a subsequent agreement shall begin on a mutually agreeable date. ~~The parties further agree that the contract shall be open beginning on March 1, 2013 for negotiations on salary and tuition waivers for the FY 2014 fiscal year.~~

**For the Employer:**

Jane A. Karas, President Date

Board Chair Date

**For the Union:**

Pete Hertlein, Union President Date

Union Representative Date

**ADDENDUM A**

~~**Adjunct Faculty Pay Rates for FY 2013**~~
~~**Effective July 1, 2012**~~
~~**(This matrix was created by adding 3.% to the FY 12 matrix.)**~~

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lecture~~ | ~~1~~ | ~~574.92~~ |
| | ~~2~~ | ~~1149.85~~ |
| | ~~3~~ | ~~1724.77~~ |
| | ~~4~~ | ~~2299.69~~ |
| | ~~5~~ | ~~2874.60~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lec/Lab Rate A~~ | ~~1~~ | ~~572.15~~ |
| ~~(75% Lecture/~~ | ~~2~~ | ~~1144.29~~ |
| ~~25% Lab)~~ | ~~3~~ | ~~1716.44~~ |
| | ~~4~~ | ~~2288.60~~ |
| | ~~5~~ | ~~2860.74~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lec/Lab Rate B~~ | ~~1~~ | ~~700.12~~ |
| ~~(50% Lecture/~~ | ~~2~~ | ~~1400.24~~ |
| ~~50% Lab)~~ | ~~3~~ | ~~2100.36~~ |
| | ~~4~~ | ~~2800.48~~ |
| | ~~5~~ | ~~3500.60~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lec/Lab RateC~~ | ~~1~~ | ~~762.87~~ |
| ~~(25% Lecture/~~ | ~~2~~ | ~~1525.74~~ |
| ~~75% Lab)~~ | ~~3~~ | ~~2288.61~~ |
| | ~~4~~ | ~~3051.48~~ |
| | ~~5~~ | ~~3814.35~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Activity/Lab only~~ | ~~1~~ | ~~758.55~~ |
| | ~~2~~ | ~~1517.12~~ |
| | ~~3~~ | ~~2275.68~~ |
| | ~~4~~ | ~~3034.25~~ |
| | ~~5~~ | ~~3792.80~~ |

Calculating Lecture Hour Equivalents (LHE) for Compensation

Definitions:

- 1 contact hour = 50 minutes of time faculty spend with students engaged in credit earning activities
- 15 semester lecture contact hours = 1 credit hour
- 30 semester lab contact hours = 1 credit hour
- 45 semester clinical contact hours = 1 credit hour
- LHE = Lecture Hour Equivalent. This standardizes the number of lecture, lab, clinical and technical assisting hours performed by faculty. The course profile determines the hours for each class.

Table 1 – Conversion Factors

| | **Conversion factors** | |
|---|---|---|
| | 1 SEM=15 W | Weeks to semesters |
| | 1 CH = 50 min | Contact Hour to minutes |
| **Lecture (15:1)** | 1 CH = 1 LHE | |
| **Lab (30:1)** | 1 CH = .75 LHE | |
| **Clinical (45:1)** | 1 CH = .5 LHE | |
| **Technical Assistance** | 1 CH = .375 LHE | |

To calculate load:

For each assigned class:

1. Use course profile to determine the contact hours (CH).
2. Convert CH to LHE using the conversions in Table 1.
3. For each course, find the total LHE for the semester.

Example:

Example 1 – The course profile for Class X indicates 15 semester lecture hours and 60 semester lab hours. Then,

$$\left(15\frac{CH}{SEM} \times 1\frac{LHE}{CH} + 60\frac{CH}{SEM} \times 0.75\frac{LHE}{CH}\right) = 60\ LHE$$

Without units, this simplified to: $(15 \times 1) + (60 \times 0.75) = 60\ LHE$

**TERMS**: All applicable dates and formatting modified to negotiated contract status. Bargaining Table is open to any new items and/or subjects of bargaining until parties agree to close the table. The College reserves the right to change, delete, add to or otherwise modify any open item during bargaining.

# COLLECTIVE BARGAINING AGREEMENT

**Between**

**FLATHEAD VALLEY COMMUNITY COLLEGE**
**BOARD OF TRUSTEES**

**and the**

**FEDERATION OF FLATHEAD VALLEY COMMUNITY COLLEGE**
**ADJUNCT FACULTY**
**MEA-MFT, AFT, NEA, AFL-CIO**

**~~July 1, 2011 through June 30, 2014~~ Updated according to final agreement**

## 1.0 RECOGNITION

1.1 Parties to the Agreement

This agreement is entered into by the Board of Trustees of Flathead Valley Community College hereinafter referred to as the employer, and the Federation of Flathead Valley Community College Adjunct Faculty, affiliated with the ~~Montana Federation of Teachers,~~ MEA-MFT, AFT, NEA, AFL-CIO hereinafter referred to as the union.

**College Response:** Agreed

1.3 Bargaining Unit Definition

The bargaining unit shall include all part-time teaching employees of Flathead Valley Community College excluding the following: early retirees as defined by Board Policy; full-time instructors; continuing education instructors (including ~~Elderhostel and~~ Glacier Institute instructors); contract training instructors; and visiting celebrity instructors with unique skills, reputation or qualifications, such as well-known entertainers, authors, business magnates and government and education officials; supervisors; managers (to include all administrative, exempt, and professional employees); and confidential personnel.

**College Response:** Update since Elderhostel is no longer in use. Agreed.

## 2.0 MANAGEMENT RIGHTS

2.1 Management Rights

The union and employees recognized the prerogative of the employer, subject to the terms of this agreement, to operate and manage its affairs and determine the structure, policies, and purposes of the College. Employer rights, in accordance with MCA 39-31-303, include but are not limited to the following:

1. directing employees;
2. hiring, promoting, transferring, assigning and retaining employees;
3. relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or nonproductive;
4. maintaining the efficiency of the employer's operations;
5. determining the methods, means, job classification, and personnel by which the employer's operations are to be conducted;
6. taking whatever actions may be necessary to carry out the missions of the employer in situations of emergency; and
7. establishing the methods and processes by which work is to be performed. ~~(39-31-303, MCA)~~

All rights and prerogatives of the employer which are not specifically limited or relinquished by the express language of this agreement shall be retained by the employer.

**College Response:** Update for clarification TA.

## 3.0 UNION RIGHTS

3.4 Information and Data

1. Upon written request of the union Executive Committee, the employer agrees to furnish the union with a copy of available documents which are public information and not of a privileged, confidential or personal nature. such as: the college budget, board agendas and board minutes.
2. It further agrees, wWithin 15 business days after the first pay date of each semester, to the employer will provide the designated union officer Executive Committee a list of the available names and addresses of the bargaining unit employees teaching that semester and their projected pay for that semester. The home addresses and phone numbers of said employees will also be provided if the employee has given that information to the FVCC Human Resources Office and granted HR written authorization to share it with the union. The Union will provide in writing to the Human Resources office within 30 business days after the first pay date of each semester a complete list of names, dues, and fees amount to be withheld for that semester.

3.2. Voluminous information shall be made available for inspection or will be provided for the cost of copying and labor.

**College Response:** It is the Union's responsibility to collect union membership forms, set its dues, and inform the college of the amount for members' withholdings. A public employer should not "...assist in the formation of administration of any labor organization" in accordance with 39-31-401 (2).

3.6 Union Security Professional Dues, Fees and Payroll Deductions

A. Dues Deduction Authorized
The College agrees to deduct from the pay of Association employees the dues and professional representation fees for MEA-MFT, AFT, NEA and the FVCC Adjunct Faculty upon receipt of authorization by each employee and as provided by law.

Beginning the first full term after the ratification of this agreement, each member of the bargaining unit shall be expected to exercise one (1) of the following three (3) options:

1. become a member of the union and pay dues accordingly;
2. pay a representation fee determined by the union in accordance with case law to be the amount required for representation in collective bargaining matters;
3. make a contribution of an amount equal to the representation fee to a charity selected by the union.

As a condition of employment, all potential employees must agree in advance, in writing, to choose one of the three (3) options above. Those employees hired too late to submit advance notice of union participation will have thirty (30) days from the date they sign their contract to select one of the above options.

B. The employer shall deduct union dues, union or the professional representation fee, or charity contribution from the final pay of the applicable course wage of each employee who has voluntarily authorized such deduction in writing. At the end of the semesters in

August, December and May ~~T~~the employer shall deliver dues and representation fee monies to the treasurer of the union who shall acknowledge each receipt in writing. No later than ~~September~~ July 15 of each fiscal year, the union shall notify the employer of the name and mailing address of the treasurer who is to receive dues and representation fee monies and shall certify to the employer what rates are to be in effect for that academic year.

C. The union will indemnify and hold the employer harmless against any liability, and shall reimburse the employer for any expense which may arise as a result of the operation of this article.

**College Response:** Earlier this year, due to the union's error of telling adjunct they would be forced to change to union membership, we have had adjuncts inform us that they would not work for the college any longer if the charity option was discontinued. This would impact our ability to manage our workforce and hire adjuncts, so we are not interested in discontinuing the charity option. However, we agree to the date change of July 15 for notification purposes.

## 4.0 NO STRIKE

4.1 No Strike/No Lockout

There shall be no picketing, strikes, slowdowns, work stoppages or other forms of concerted activity on the part of the union or employees ~~for any reason~~ during the term of this agreement. There shall be no lockout of employees by the employer during the term of this agreement.

**College Response:** Agreed

## 5.0 EMPLOYEE RIGHTS AND WORKING CONDITIONS

5.1 Travel

With prior approval of the Vice-President of Instruction and Student Services, ~~E~~employees are eligible for reimbursement of approved travel expenses in accordance with Board Policy.

**College Response:** Agreed

5.2 Payroll Deductions

Upon ~~proper written authorization of an~~ submission of appropriate form, ~~employee,~~ the employer will ~~implement the following optional~~ provide optional payroll deductions for items including, but not limited to up to two checking and/or two savings accounts; optional retirement plans; and other established deductions ~~: Credit unions, savings banks, savings bonds, personal retirement and investment programs, tax sheltered annuity programs and other deductions~~ approved by the employer. It is understood such payroll deductions are made solely for the employees' convenience and the employer assumes no liability as a result of this courtesy.

**College Interest:** Update to reflect current practice

~~5.~~3 Nondiscrimination

Neither the employer, the union, nor any employee shall engage in unlawful discrimination. ~~discriminate on the basis of race, creed, religion, color or national origin or because of age, physical or mental handicap, marital status, or sex when the reasonable demands of the position do not require an age, physical or mental handicap, marital status or sex distinction.~~ Violations of this provision are not subject to the grievance procedure. Employees are encouraged to file complaints alleging unlawful discrimination with ~~the EEO/AA Officer~~ Human Resources ~~prior to~~ pursuing ~~recourses available under state and federal~~ law.

**College Response:** Update to reflect current practice. We believe it is the union's responsibility to inform employees of their union rights.

5.5 Rights to Representation

Employees are entitled to the presence of a representative during an investigatory interview which the employee reasonably believes may result in disciplinary action. Employees may choose their representatives as long as the representative of choice is immediately available.

**College Response**: It is the union's responsibility to inform employees of their union rights.

~~*5.6 Office* Hours~~ (Move to 5.17 Academic Responsibility)

~~Adjunct faculty are not expected to maintain regular office hours but shall make themselves available before and/or after class or another mutually acceptable time to respond to student questions.~~

5.6 Unless otherwise specified the duration of an adjunct contract is one semester. The Vice-President will have the ability to consider the offer of an annual contract for an adjunct based on programmatic needs.

**College Proposal:** Based on adjunct interests, the college proposes that the VP has the ability to offer an annual contract.

5.7 Office Space

Office space will be provided, when available.

**College Response:** Due to a shortage of office space in some areas on campus, and additional new offices that have been built to accommodate up to six adjuncts that are currently underutilized, limiting offices to three adjuncts is not a good use of current available resources.

5.8 Class and Course Assignment

Employees shall receive information concerning their proposed teaching assignment for the next term no later than thirty (30) calendar days prior to the beginning of the term. Employees shall receive a contract formalizing the offer of employment at least twenty-one (21) calendar days prior to the beginning of the term. However, it is recognized that the employer cannot always predict in advance all of the courses which may need to be offered through adjunct faculty. Nothing herein

precludes the employer from requesting an employee to take on unanticipated assignments without providing the preferred advance notice. Such requests will be made as soon as practical after the employer determines the need for an additional course. ~~The time lines specified above shall be adhered to by the Lincoln County Campus (LCC) to the extent practical but is recognized that additional flexibility is needed at LCC because of its small size and developing nature.~~

~~Curriculum development responsibilities are those related to the goals and objectives stated in the course description form. This would include any revisions to the course description form taught by individual faculty, as well as changes to goals and objectives that are required as a result of institutional effectiveness and/or self study.~~

**College Response:** Agreed

5.9 Course Cancellation

After the receipt of an employment contract, employees shall not have their assignment changed except by mutual agreement unless the class is cancelled because of low enrollments or inadequate funds, or unless the course is reassigned to a full-time faculty member with less than a full-time workload. ~~Typically, a class will not be cancelled until it meets at least one time~~ Classes with low enrollment are typically cancelled one week before the first day of the semester. The Vice-President determines what constitutes low-enrollment. ~~Employees are expected to attend the first class meeting unless otherwise notified. Employees who do not receive notification of the cancellation of a course due to low enrollment more than seven calendar days before the first class shall receive a stipend of $30.00.~~ Employees whose course is reassigned to a full-time faculty member shall receive a stipend of $50.00.

**College Response:** Classes are scheduled in the best interests of delivering education to students. If a class was required to meet at least once then it would delay a student from enrolling, modifying his/her schedule, and attending an alternative course. We do not find any educational merit in this proposal.

**ADJUNCT PROPOSED 5.9A/B**

**College Response:** The college has responded in Article 5.6. No faculty, administrators, or staff have multiple year contracts (with the exception of the president) and the college is not interested.

5.10 Evaluation of Employees

The employer is responsible for the evaluation of bargaining unit employees. Methods of evaluation include but are not limited to student evaluations and administrative evaluations. Employees may request an evaluation at any time; however, the employee must request the evaluation in writing at least three (3) weeks prior to the end of his/her class(es). ~~Evaluations are not subject to the grievance procedure.~~ Employees may request a meeting with the appropriate administrator to discuss their evaluation and such requests will be honored. Evaluations are not subject to the grievance procedure.

**College Response:** Update to eliminate duplicate sentence.

5.12 ~~Priority~~ Consideration for ~~Application for Full-Time Faculty~~ Positions

~~After the internal recruiting process for full-time faculty or classified positions has expired and the vacancy remains unfilled, the College may advertise the position externally~~. Adjunct employees who meet the minimum qualifications, are currently employed, or were employed the previous fiscal year, may apply as an internal candidate for consideration. ~~However, the College will not fill a position with an outside applicant before it has considered adjunct faculty applications that are submitted within three working days from the close of the internal recruiting process.~~ The employer may discontinue the search at any point in the recruitment process and leave the vacancy unfilled.

**College Response:** Clarification for adjunct applicants. This proposal includes all positions on campus and is not limited to only faculty or classified.

5.13 Tuition Waivers for Employees

and/

Employees are eligible for a tuition waiver equal to the amount of credits taught during the current semester. Employees may choose to either use the waiver or delegate it to a spouse or dependent (IRS definition) to be used during the current semester or the immediately following semester. Credits are not accumulative. ~~who taught a course for FVCC during the immediately preceding academic year or are teaching during the current semester may enroll in regular college courses at FVCC with t~~Tuition waived on a space available basis after all other paying students have had an opportunity to register providing said courses do not conflict with academic responsibilities. ~~Tuition will be waived for the employee during the current semester, the following semester or any one semester during the following academic year.~~

not to exceed

~~Spouses and children of adjuncts may enroll in regular college courses at FVCC with a tuition waiver on a space available basis after all other paying students have had an opportunity to register and the adjunct faculty members has taught 100 credits cumulatively.~~

Building fees, lab fees and mandatory course fees cannot be waived.

~~Tuition will also be waived for enrollment in designated Continuing Education courses which already have sufficient enrollments to cover the course costs. Tuition waivers for Continuing Education classes do not include workshops or seminars offered through the Business and Professional Development Program~~.

**College Proposal:** We have modified our initial proposal based on adjuncts' interests.

5.14 Just Cause

Employees have the right to serve their specified term of appointment and may be disciplined and discharged during that term only for just cause. The term of appointment for adjunct faculty is the length of the class assignment and may not extend beyond ~~one quarter or~~ one semester. It is understood that the canceling of a class because of low enrollments or inadequate funds, or reassigning a course to a full-time instructor to bring full-time instructors up to a full-time teaching load shall not be construed as a violation of this provision.

**College Response:** The college is not interested in pursuing further language regarding discipline, discharge or student complaints.

5.15 Consideration for Early Childhood Center usage.

Adjunct faculty may apply for enrollment of dependents for ~~employees will be included in any consideration given to FVCC employees for use of~~ the Early Childhood Center.

**College Response:** Agreed

5.16 Academic Freedom

The institution maintains an atmosphere in which intellectual freedom and independence exist. Faculty and students are free to examine and test all knowledge appropriate to their discipline or area of major study as judged by the academic/educational community in general.

5.17 Academic Responsibility

The Board, the Administration, and the Association agree that accepting and assuming an adjunct faculty position at Flathead Valley Community College includes the following responsibilities:

A. To maintain professional competence and keep professional knowledge current by continuous reading, research, etc.

B. To perform fully and faithfully the duties of college faculty member:

1. To meet faithfully all assigned classes and to make alternative arrangements for the class when absence is unavoidable. Such arrangements shall be reported to the Director of Educational Services
2. To be available on a regular basis to students for advising on matters regarding their classroom activities, through adherence to a schedule of regular hours to meet with students. Exceptions shall be reported to and approved by the Director of Educational Services.
3. Adjunct faculty shall make themselves at an acceptable time to respond to student questions. Availability times shall be published on each course's syllabus.
4. To teach each class according to the highest professional standards.
5. To evaluate students based on their academic performance, post grades for students throughout the semester on a regular basis, and post final grades by the Monday following finals week.
6. To present the subject matter in the course and to teach within the guidelines of the course syllabus.
7. To improve, update, enrich, and revise courses periodically to keep them current.

**College Proposal:** Modified per adjunct's feedback

## 6.0 COMPENSATION

### 6.1 Pay Rates

Pay rates for adjunct faculty during the ~~2011-2013~~ (as negotiated) academic years shall be in accordance with the schedule found on the last pages of this agreement.

**College Response:** The college will attempt to pay adjuncts as soon as possible after the start of the semester; however, we frequently do not have adjunct contracts in adequate time to process during the first week of classes. Payroll is typically submitted for processing five days before the paydate.

~~6.2 Sick Leave~~

~~Sick leave is a leave of absence with pay resulting from an illness suffered by an employee, his/her spouse or dependent child(ren). Sick leave may also be used for maternity-related leave. The employer may require a doctor's statement to substantiate the need for sick leave usage. Employees should provide the employer with as much advance notice as possible of the need for sick leave usage and must notify the employer of sick leave usage at least three hours prior to commencement of class. Unused sick leave is lost. It has no cash value and may not accumulate from one semester to another. It is understood that the leave benefits contained herein have been negotiated in lieu of statutory leave benefits.~~

~~Adjunct faculty shall be eligible for sick leave of one hour of sick leave entitlement per semester for each one credit assignment plus one hour per semester per each course taught.~~

**College Proposal:** Adjuncts currently do not lose pay for missing a course and sick leave has never been reported or utilized by an adjunct as a result. We will continue this long-standing practice.

### 6.3 Leaves of Absence

Leaves of absence without pay may be granted employees for reasons such as health, study, travel, service in public office, military service, or service in the Peace Corps or similar organizations. Leaves of absence shall normally not exceed one year. Requests for such leaves shall be made in writing to the Vice President of Educational Services. Employees on an extended leave of absence shall inform the employer at least ninety (90) days prior to the beginning of a term if they desire to be considered for employment for that term. The grant of a leave of absence bestows no right to reemployment~~.~~

**College Response:** We are removing our request to delete Leaves of Absence.

### 6.4 Independent Study, Directed Study, Special Courses

When an employee is asked by the Vice-President to supervise an independent study, directed study, or special course, he/she will be compensated on the following basis: number of students multiplied by the number of credits multiplied by the current per-credit rate.

It is understood that these provisions are intended to compensate an Instructor for a course in which the enrollment is deemed to be insufficient. Ordinarily, if the Member volunteers to supervise an independent study or directed study, there will be no compensation. The Vice-President will establish the minimum and maximum number of students allowable for independent study, directed study and special course activities.

In accordance with Article 5.9, the Vice-President determines what constitutes low enrollment. If an employee is asked to by the Vice-President to teach a course required by students for graduation, the employee may be paid at the regular rate. If the course has only one student the course shall be paid at the directed study rate.

shall

**College Response:** The College has modified its original proposal to include a new final paragraph.

~~When an employee is asked by the administration to supervise an independent study, directed study or special course, the employee will be compensated on the following basis:~~

~~Number of students multiplied by the number of credits multiplied by 1/15 of the base (one credit) rate of pay assigned to the class in question.~~

~~Example:~~
~~Number of students multiplied by number of credits multiplied by 1/15 of current rate of pay.~~
~~It is understood that these activities are intended to compensate an instructor for an activity where the enrollment will be small. The administration will establish the minimum and maximum number of students allowable for independent study, directed study and special course activities.~~

6.5 Committees

Participation in not more than five meetings and/or professional development without compensation ~~on committees or in college sponsored in-service training~~will be determined at the start of each semester by the Director of Education Services. ~~, when approved by the Vice President of Educational Services, or his/her designee, will be compensated at the following rates: Note: this rate change will NOT be retroactive, but will be effective as of date of signed agreement.~~

~~$30.00 for fewer than two hours;~~
~~$40.00for two or more, but fewer than four hours;~~
~~$55.00for four or more, but fewer than six hours;~~
~~$70.00for six or more hours per day.~~

~~In requesting payment for participation on committees or in college sponsored in-service training, a faculty member shall complete and sign a payroll authorization form adopted by the College. The form must be submitted to the Vice President of Educational Services, or his/her designee, monthly for approval before it will be processed for payment by the human resources department. A copy of the completed form shall be provided to the faculty member.~~

**College Response:** Our proposal states "not more than five meetings". Five would be the maximum number ever required, but some flexibility is necessary based on different needs. We anticipate that 4 meetings (Inservice, and three departmental/division) would be the norm; however, in

certain circumstances (new employee training (1X), accreditation (1X in 7 years), search committees) adjuncts may be asked to participate in five.

XX Extra Duty Assignments

Employees who are assigned non-instructional extra duty assignments by the Director of Educational Services, which are in excess of normal professional responsibilities and extend beyond normal work day or work year, may be provided extra compensation upon approval by the Vice-President. Employees shall have the right to refuse non-instructional extra duty assignments. Rate of compensation for such extra duty assignments shall be agreed upon between the employee and the Director of Educational Services and must be approved by the Vice-President prior to the work being performed. If an extra duty assignment is cancelled prior to completion, the employee will be paid a pro-rated amount for work performed.

**College Proposal:** It is difficult for us to understand why the adjuncts would not want to include the ability to receive extra pay, if offered. We will delete this article but want to ensure that adjuncts comprehend that this is an opportunity to voluntarily earn more money.

6.6 ~~Pay Rates for~~ Distance Education

1. Employees who have received prior approval by the Vice President of Instruction and Student Services may enroll in the four credit course *Teaching Online Courses* and the six credit course *Developing Online Courses*. A course will be offered each semester. Employees will pay fees for enrolling in the course per the provisions of the Collective Bargaining Agreement. Successful completion of the course includes the development or conversion of a face to face course to an online or hybrid course that will become part of the FVCC online course bank. The developed course will be the intellectual property of Flathead Valley Community College. Multiple sections of a course are not eligible for independent funding. Upon approval of the developed course by the E-Learning Committee and the Vice-President, the faculty member will be compensated according to the following schedule:

| **Development of course to online** | | | **Conversion of course to/from hybrid** | |
|---|---|---|---|---|
| 1 credit | $233 | | 1 credit | $115 |
| 2 credits | $466 | | 2 credits | $233 |
| 3 credits | $700 | | 3 credits | $350 |
| 4 credits | $825 | | 4 credits | $412 |
| 5+ credits | $950 | | 5+ credits | $475 |

2. Employees, with prior approval of the Vice-President of Instruction and Student Services, may develop online courses without taking *Teaching Online Courses or Developing Online Courses*. Upon approval of the developed course by the E-Learning Committee and the Vice-President, the faculty member would be eligible for the stipends as listed above.

3. Definitions:

"Online course" refers to a class offered over the internet. These classes may have a face-to-face testing component. "Hybrid course" refers to classes that have at least 67% of the

course offered over the internet and 33% or less requiring classroom attendance. "ITV courses" refers to courses offered over interactive television.

6.7 Teaching via Distance Education

1. Employees, who have developed a course or who are interested in teaching a previously developed course from the FVCC online course bank, may enroll in the four credit course *Teaching an Online Course* with prior approval of the Vice-President of Instruction and Student Services. Employees who successfully complete both *Teaching an Online Course (4 credits)* and *Developing Online Courses (6 credits)* and will receive $1,100 stipend effective the first term the online or hybrid course (of at least 3 credits) is taught.

2. Employees teaching via ITV for the first time will receive an additional $300. Subsequent teaching via distance ITV will receive no additional compensation beyond the established schedule.

3. Employees teaching via online for the first time will receive a $500 stipend. Subsequent teaching via online will receive no additional compensation beyond the established schedule.

4. Online, hybrid and ITV courses will count as part of the employee teaching load in the same manner that face-to-face classes count toward the teaching load.

5. Course enrollment maximums for face-to-face courses will be applied to online and ITV courses.

**College Response:** Our proposal remains unchanged. This is the same language in the faculty contract.

~~**Development of Distance Education Courses**~~

~~1. Faculty who have received prior approval by the Vice President may receive funding to develop a new course or adapt an existing course for delivery online. Multiple sections of a course are not eligible for independent funding. Compensation, based on prior authorization and final approval of the product by the Vice President, will be compensated as follows:~~

~~a. 3 credits $700~~
~~b. 4 credits $825~~
~~c. 5 credits or more $950~~

~~1. The College shall provide appropriate, pre-approved training to a faculty member assigned to teach on-line. The training must be completed prior to the beginning of the online course.~~

~~**Teaching via Distance Education**~~

~~1. Faculty teaching via distance technology (online or ITV) for the first time will be compensated an~~

~~additional $300 via ITV or $500 via online. Under this provision, a faculty member may earn a maximum $500 for teaching online, and an additional $300 for teaching ITV. Subsequent teaching via distance technology will receive no additional compensation beyond the established schedule.~~

~~1. The teaching of online courses will be compensated on the following basis:~~

~~r. For enrollment of less than 10: number of students multiplied by the number of credits, multiplied by the hourly rate paid for a lecture course.~~
~~s. For enrollments of 10 or more: full course compensation per the established schedule.~~
~~t.~~a. ~~Course enrollment for the first time that a faculty member teaches online shall be capped at 25 students. Thereafter, the maximums for face-to-face courses will be applied to online courses.~~
~~u.~~

## 7.0 GRIEVANCE PROCEDURE

7.1 Grievance Definition

A grievance is defined as an allegation by an employee that there has been a violation or misinterpretation of a provision of this agreement.

**College Response:** No change

7.2 Rules of Grievance Processing

a. Timeframes: References to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days which are not designated as holidays. Time limits specified herein may be extended by mutual agreement of the parties at that step of the procedure. Any grievance which is not filed or advanced within the time limits provided for herein shall be deemed to have been resolved by the decision at the prior step and is without further recourse. Any grievance not responded to by the employer within the time limits provided may be advanced to the next step of the procedure.
b. Alternative Procedures: The grievance procedure set forth in this agreement is the sole and exclusive remedy for employee complaints unless otherwise expressly provided herein.

c. Written Grievances: Grievances presented in writing at Steps 2, 3, and 4 shall include the following specific information: a complete statement of the grievance including the facts upon which the grievance is based, dates the alleged grievance occurred and the specific contract provision allegedly violated, names of witnesses having knowledge of relevant facts, and specific remedy requested. The grievance shall be dated and signed by the employee grievant. Copies of relevant documents shall be attached to the grievance. If the required information is not provided, the grievance shall be returned to the employee who shall have ten (10) days to supply the required information or the grievance shall be dismissed as invalid and may not be pursued any further.

d. Union Representation: The employee grievant may at his/her discretion be represented by the union at any step of the grievance procedure.

e. Notification Requirements: Unless otherwise provided, where notice is required to be given, it shall be sufficient:

- in the case of a Member, for notification to be sent by certified mail to the address on file in the Human Resources Office;
- in the case of the Union, for notification to be sent by certified mail to the addresses on file in the Human Resources Office for two members of the Adjunct Faculty Union Executive Committee;
- in the case of the Board, the College or the Administration, for notification to be sent by certified mail to the Office of the President, 777 Grandview Drive, Kalispell, MT 59901

f. Election of remedies: The grievant and the exclusive representative may have the grievance or disputed interpretation of the agreement resolved either by final and binding arbitration or by any other available legal method and forum, but not by both. After a grievance has been submitted to arbitration, the grievant and the exclusive representative waive any right to pursue against the College, or its agents, an action or complaint arising from the same facts supporting the grievance. If a grievant or the exclusive representative files a complaint or other action against the College, or its agents, arbitration over the same dispute may not be filed or pursued under this Agreement.

7.3 Procedures for Filing Grievances

All grievances must be filed within fifteen (15) days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance.

Step 1: Any employee may present and discuss any complaint with the Vice President of ~~Educational Services~~Instruction and Student Services, with or without a representative of the union, with the intent of resolving the complaint informally. The Vice President of ~~Educational~~ Instruction and Student Services shall have ten (10) days to respond to the complaint. Any settlement, withdrawal or disposition of a complaint at this informal stage shall not constitute a precedent in the settlement of similar complaints.

Step 2: If a grievance is not resolved informally at Step 1, a formal grievance may be filed with the Vice President of ~~Educational~~ Instruction and Student Services. The formal grievance shall be filed in writing with the Vice President of ~~Educational~~ Instruction and Student Services within ten (10) days from receipt of the Step 1 response. The Vice President of Educational Services shall conduct a meeting with the employee to discuss resolution of the grievance within ten (10) days following receipt of the grievance. At the meeting, the grievant shall present to the Vice President of Educational Services all information which is pertinent to the grievance and any other available information that the Vice President of Educational Services requests. The Vice President of Educational Services shall issue a written decision to the employee and the union within ten (10) days following the conclusion of this meeting.

Step 3: If the grievance is not resolved at Step 2, then within ten (10) days from receipt of the response from the Vice President of Educational Services, the employee may submit the written grievance to the President of the College who shall issue a written decision to the employee within ten (10) days of receipt of the grievance.

Step 4: If the grievance is not resolved at step 3, then within ten (10) days from receipt of

the response from the President, the employee may submit the written grievance to the Board of Trustees of the College. The Board shall issue a written decision to the employee within ten (10) days ~~of~~ after the next scheduled Board meeting after receipt of the grievance.

Step 5: Within ten (10) days after receipt of the Board's response, the union and the employee may file a written request for arbitration with the President. The written request for arbitration must be signed by the grievant and the union president.

7.4 Rules of Arbitration

A. Selection of the Arbitrator
If the union and the employer cannot agree upon an acceptable arbitrator, they shall forward a joint, written request to the ~~Federal Mediation and Conciliation Service~~ Montana Board of Personnel Appeals to provide a list of five arbitrators. Each party shall alternately strike a name from the list until only one name remains. The remaining person shall be designated as the arbitrator.

B. Fees and Expenses
The fees and expenses of the arbitrator shall be divided equally between the employer and the union. Each party shall bear the cost of preparing and presenting its own case. If either party orders a transcript, it shall allow the other party to copy the transcript by paying half the cost of the transcription.

C. Authority of the Arbitrator
The arbitrator shall neither add to, delete from, nor modify the terms of the agreement. Either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction. The arbitrator shall not have any authority to order any remedy which directly or indirectly grants reemployment beyond the current semester or quarter period. The remedy for any procedural defect resulting from actions or inaction of the employer shall be limited to curing the procedural defect~~, and/or awarding compensatory damages~~. The Arbitration decision may be challenged in accordance with Montana law. ~~Within twenty (20) working days of receipt of the arbitrator's written award, either the union or employer shall have the right to initiate an action in the appropriate court for a declaratory judgment precluding enforcement of any arbitration award in the event of the existence of any of the following circumstances:~~

~~1. The arbitrator has exceeded his/her authority as circumscribed by this contract.~~

~~2. The arbitrator has assumed jurisdiction of matters not arbitrable.~~

~~3. The award is contrary to law or the terms of this agreement.~~

D. Arbitrability
In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act. The arbitrator shall render a decision on any such issue before preceding with the substance of the case. Upon concluding that the arbitrator does not have jurisdiction to act, the arbitrator shall make no decision of the merits of the grievance. Upon concluding that the

issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time. Either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such a review is completed.

E. Effect of Decision
The decision or award of the arbitrator shall be final and binding upon the employer, the grievant, and the union, provided that either party may appeal a decision as provided for in paragraph C of this subsection.

F. Retroactivity
An arbitrator's award may or may not be retroactive as the equities of each case may justify, but in no case shall an award be retroactive to a date earlier than ten days before the date the grievance was initially filed or the date on which the act or omission occurred, whichever is later.

**College Response:** No change

## 8.0 EFFECT OF AGREEMENT

8.1 Savings Clause

Should any portion of this agreement be determined unlawful, invalid, or unenforceable by operation of law or by any tribunal of competent jurisdiction (not to include the Board of Trustees or the Board of Regents), that portion of the agreement declared invalid shall be null and void; however, the rest of the agreement shall remain in full force and effect. Upon request of either party, negotiations regarding the portion of the agreement declared invalid shall commence at a mutually agreeable time.

8.2 Interim Amendment

Except as provided for in Section 8.1 each party hereby waives their right to insist that the other party bargain collectively during the life of this agreement with respect to any questions of wages, hours, fringe benefits, or other conditions of employment. This is the sole and complete agreement between the parties and supersedes any previous agreements, understandings, policies, and practices, oral or written, express or implied.

8.3 Changes in Agreement

Changes to this agreement may be negotiated at any time only upon mutual agreement of the parties to this agreement. Any agreed to changes shall be made effective upon any date agreed upon by both parties and shall expire upon the expiration of this agreement.

## 9.0 TERM OF AGREEMENT

9.1 Duration

This agreement shall be in effect from ~~July 1, 2011~~ and shall continue until and including ~~June 30, 2014~~, and shall be considered to be renewed from year to year thereafter unless either party to this agreement notifies the other in writing of its intent to modify or terminate the agreement. Negotiations for a subsequent agreement shall begin on a mutually agreeable date. ~~The parties~~

~~further agree that the contract shall be open beginning on March 1, 2013 for negotiations on salary and tuition waivers for the FY 2014 fiscal year.~~

**For the Employer:**

Jane A. Karas, President Date
Date

Board Chair Date

**For the Union:**

Pete Hertlein, Union President

Union Representative Date

~~ADDENDUM A~~

~~Adjunct Faculty~~
~~Pay Rates for FY~~
~~2013~~
~~Effective July 1, 2012~~
~~(This matrix was created by~~
~~adding 3.% to the FY 12~~
~~matrix.)~~

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lecture~~ | ~~1~~ | ~~574.92~~ |
| | ~~2~~ | ~~1149.85~~ |
| | ~~3~~ | ~~1724.77~~ |
| | ~~4~~ | ~~2299.69~~ |
| | ~~5~~ | ~~2874.60~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lec/Lab-Rate A~~ | ~~1~~ | ~~572.15~~ |
| ~~(75% Lecture/~~ | ~~2~~ | ~~1144.29~~ |
| ~~25% Lab)~~ | ~~3~~ | ~~1716.44~~ |
| | ~~4~~ | ~~2288.60~~ |
| | ~~5~~ | ~~2860.74~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lec/Lab-Rate B~~ | ~~1~~ | ~~700.12~~ |
| ~~(50% Lecture/~~ | ~~2~~ | ~~1400.24~~ |
| ~~50% Lab)~~ | ~~3~~ | ~~2100.36~~ |
| | ~~4~~ | ~~2800.48~~ |
| | ~~5~~ | ~~3500.60~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lec/Lab-RateC~~ | ~~1~~ | ~~762.87~~ |
| ~~(25% Lecture/~~ | ~~2~~ | ~~1525.74~~ |
| ~~75% Lab)~~ | ~~3~~ | ~~2288.61~~ |
| | ~~4~~ | ~~3051.48~~ |
| | ~~5~~ | ~~3814.35~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Activity/Lab only~~ | ~~1~~ | ~~758.55~~ |
| | ~~2~~ | ~~1517.12~~ |
| | ~~3~~ | ~~2275.68~~ |
| | ~~4~~ | ~~3034.25~~ |
| | ~~5~~ | ~~3792.80~~ |

- Implement over a three year period with a maximum 5% increase each year until appropriate level reached. Balance increases over implementation time.

- New employees would be placed on the salary schedule at initial hire. Salary placement is not grieveable.
- Ensure no reductions in salaries (1% each year for grandfathered Voc/Act) employees)

| | LEVEL I | LEVEL II | LEVEL III |
|---|---|---|---|
| **Academic** | Bachelors | Masters | PhD/JD/EdD |
| **Non-Transfer** | AAS +3 yrs exp | Bachelors+15 graduate credits OR Masters | PhD |
| **Vocational/Activities** | HS + 10 yrs exp. OR AAS +3 yrs exp | Bachelors+15 graduate credits OR Masters | PhD |
| **Nursing (licensure required) Initial placement step 7** | AAS+3 | Bachelors | Masters |
| **STEP** | | 1.025 | 1.025 |
| **1** | $590.00 | $604.75 | $619.87 |
| **2** | $598.85 | $613.82 | $629.17 |
| **3** | $607.83 | $623.03 | $638.60 |
| **4** | $616.95 | $632.37 | $648.18 |
| **5** | $626.20 | $641.86 | $657.91 |
| **6** | $635.60 | $651.49 | $667.77 |
| **7** | $645.13 | $661.26 | $677.79 |
| Experience-Full time equivalency in area of subject matter Step-36 credits taught at FVCC. Move on July 1 annually | | | |

**College Response:** The February adjunct salary proposal equates to a 54% increase. This is not reasonable, afforadable or sustainable to our students and taxpayers.

Per past discussions, our common interests are being able to attract and retain highly qualified and experienced adjuncts, which is why we spent a considerable amount of time drafting this type of a salary model for adjuncts. This type of change requires employees to shift to a new structure, and it will require several years to finalize placements. It will also require a change in philosophy that will reward adjuncts with advanced degrees and experience instead of all employees receiving an equal across the board percent increase.

As we have previously presented, our model provided a 7% on average increase for adjuncts with some positions going as high as 14% based on an individual's qualifications. We have included a minimum 1% increase to the bottom level, which increase the average increase to 8%. This proposal however is based only on this type of model and cannot be applied equitably to another pay structure, so we will utilize the pool of money in another manner if this is not accepted.

**TERMS:** All applicable dates and formatting modified to negotiated contract status. Bargaining Table is open to any new items and/or subjects of bargaining until parties agree to close the table. The College reserves the right to change, delete, add to or otherwise modify any open item during bargaining.

## Karen Glasser

**From:** Karen Glasser
**Sent:** Tuesday, October 25, 2016 9:54 AM
**To:** 'Tom Burgess'
**Cc:** Marita Combs (External); phert2mont@gmail.com; Dru; karen_kolar@hotmail.com; Chris A. Clouse; Darlene Schottle
**Subject:** RE: Adjunct Final

Tom,

Just following up on our call on October 17th and checking in on the status of your team signing the ratified contract. I have summarized our discussion below and look forward to getting this finalized per our agreement.

**From:** Tom Burgess [mailto:tburgess@mea-mft.org]
**Sent:** Monday, October 17, 2016 11:15 AM
**To:** Karen Glasser <kglasser@fvcc.edu>
**Cc:** Marita Combs (External) <pixelpelican@yahoo.com>; phert2mont@gmail.com; Dru <druwilley@aol.com>; karen_kolar@hotmail.com
**Subject:** RE: Adjunct Final

Karen,

The team reviewed the work we did in your office and there are still some outstanding issues. The following changes were agreed to, per our bargaining notes. Please take a look and give me a call when you have time.

### 3.6 A Dues Deduction Authorized

- PUT BACK omission "through the term of this agreement" as follows: Charity Fee payers who were employed by FVCC during the 2015-2016 academic year have the option of remaining a charity fee payer through the term of this agreement. As we discussed on 10/17, no language was presented by the Adjuncts regarding Article 3.6 other than "Grandfather clause for charity" (7/8/16 4:00pm). The language drafted into the CBA was per our Tentative Agreement discussion If you wish to revert back to the last presented adjunct proposal of 6/16/16 then "through the terms of this agreement" would be added; however, the below statement was not included in that proposal.
- PUT BACK (as was negotiated) into the same paragraph above, as follows: Any member who fails to comply with this section shall automatically will be enrolled in representation fee."

### 5.9 Course Cancellation

- CHANGE in last sentence, "may" to "shall" as follows: . . . certification ~~may~~ shall be offered as Directed Study.. Article 5.9 negotiations on 7/8/16 addressed only the stipend amount and Adjuncts did not present any other language changes (7/8/16 2:13, 3:15, 4:00pm).

### 5.17 B #7 Academic Responsibility

- Remove word redundancy and correct spelling as follows: . . . ~~or professional~~ or professional developments per semester . . . Removed

## 6.5 #2 Distance Education

- PUT BACK at end "of #2, "Employees who develop a course on line or convert a course to and from hybrid will have first right of refusal in teaching the course." No Adjunct language was presented on 7/8/16 for Article 6.5 (7/8/16 2:13, 3:15, 4:00pm).

**From:** Karen Glasser [mailto:kglasser@fvcc.edu]
**Sent:** Wednesday, October 12, 2016 2:21 PM
**To:** Tom Burgess <tburgess@mea-mft.org>; Dru Willey <dwilley@fvcc.edu>
**Subject:** RE: Adjunct Final

Just following up... Is this ok to proceed?

**From:** Karen Glasser
**Sent:** Thursday, October 6, 2016 4:58 PM
**To:** 'Tom Burgess' <tburgess@mea-mft.org>; Dru Willey <dwilley@fvcc.edu>
**Subject:** Adjunct Final

Dru and Tom,

Attached is the final draft per our discussion today. Please review, and if no further changes, I'll print the signature page for Pete and Marita to sign.

Thanks.

---

Karen Glasser, Executive Director of Human Resources
Flathead Valley Community College
777 Grandview Drive
Kalispell, MT 59901
406.756.3841
Flathead Valley
Community College

---

## Karen Glasser

**From:** Tom Burgess <tburgess@mea-mft.org>
**Sent:** Wednesday, October 26, 2016 3:31 PM
**To:** Karen Glasser
**Cc:** Marita Combs (External); phert2mont@gmail.com; Dru; karen_kolar@hotmail.com; Chris A. Clouse; Darlene Schottle
**Subject:** RE: Adjunct Final

Karen,

I believe we are ready to finalize the agreement and secure signatures. There are two changes that need to be made, which you and I discussed last week, and then I believe we can secure signatures. The two changes are:

1. **3.6 Dues Deduction Authorized**
   add "through the term of this agreement to the following sentence: "Charity Fee payers who were employed by FVCC during the 2015-2016 academic year have the option of remaining a charity fee payer through the term of the agreement." ( I thought we negotiated and agreed that a member who fails to comply with this section shall automatically be enrolled in representation fee, but since we are in a disagreement about it, I will deal with it next round of bargaining.)

2. **5.17 B #7 Academic Resonsibility**
   Minor grammatical change: "To participate in the adjunct in-service and up to one (1) department meeting or professional development per semester as directed."

Please give me call if you have any questions or concerns.

Thank you.

Tom

**From:** Karen Glasser [mailto:kglasser@fvcc.edu]
**Sent:** Tuesday, October 25, 2016 9:54 AM
**To:** Tom Burgess <tburgess@mea-mft.org>
**Cc:** Marita Combs (External) <pixelpelican@yahoo.com>; phert2mont@gmail.com; Dru <druwilley@aol.com>; karen_kolar@hotmail.com; Chris A. Clouse <cclouse@fvcc.edu>; Darlene Schottle <dschottle@fvcc.edu>
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**Subject:** RE: Adjunct Final

Karen,

The team reviewed the work we did in your office and there are still some outstanding issues. The following changes were agreed to, per our bargaining notes. Please take a look and give me a call when you have time.

## 3.6 A Dues Deduction Authorized

- PUT BACK omission "through the term of this agreement" as follows: Charity Fee payers who were employed by FVCC during the 2015-2016 academic year have the option of remaining a charity fee payer through the term of this agreement. As we discussed on 10/17, no language was presented by the Adjuncts regarding Article 3.6 other than "Grandfather clause for charity" (7/8/16 4:00pm). The language drafted into the CBA was per our Tentative Agreement discussion If you wish to revert back to the last presented adjunct proposal of 6/16/16 then "through the terms of this agreement" would be added; however, the below statement was not included in that proposal.
- PUT BACK (as was negotiated) into the same paragraph above, as follows: Any member who fails to comply with this section shall automatically will be enrolled in representation fee."

## 5.9 Course Cancellation

- CHANGE in last sentence, "may" to "shall" as follows: . . . certification ~~may~~ shall be offered as Directed Study.. Article 5.9 negotiations on 7/8/16 addressed only the stipend amount and Adjuncts did not present any other language changes (7/8/16 2:13, 3:15, 4:00pm).

## 5.17 B #7 Academic Responsibility

- Remove word redundancy and correct spelling as follows: . . . ~~or professional~~ or professional development per semester . . . Removed

## 6.5 #2 Distance Education

- PUT BACK at end "of #2, "Employees who develop a course on line or convert a course to and from hybrid will have first right of refusal in teaching the course." No Adjunct language was presented on 7/8/16 for Article 6.5 (7/8/16 2:13, 3:15, 4:00pm).

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Just following up... Is this ok to proceed?

**From:** Karen Glasser
**Sent:** Thursday, October 6, 2016 4:58 PM
**To:** 'Tom Burgess' <tburgess@mea-mft.org>; Dru Willey <dwilley@fvcc.edu>
**Subject:** Adjunct Final

Dru and Tom,

Attached is the final draft per our discussion today. Please review, and if no further changes, I'll print the signature page for Pete and Marita to sign.

Thanks.

---

Karen Glasser, Executive Director of Human Resources
Flathead Valley Community College
777 Grandview Drive
Kalispell, MT 59901
406.756.3841
Flathead Valley
Community College

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4:00
TA

# COLLECTIVE BARGAINING AGREEMENT

**Between**

**FLATHEAD VALLEY COMMUNITY COLLEGE**
**BOARD OF TRUSTEES**

**and the**

**FEDERATION OF FLATHEAD VALLEY COMMUNITY COLLEGE**
**ADJUNCT FACULTY**
MEA-**MFT**, AFT, NEA, AFL-CIO

~~**July 1, 2011 through June 30, 2014**~~ July 1, 2016 – June 30, 2019

## 1.0 RECOGNITION

1.1 Parties to the Agreement

This agreement is entered into by the Board of Trustees of Flathead Valley Community College hereinafter referred to as the employer, and the Federation of Flathead Valley Community College Adjunct Faculty, affiliated with the ~~Montana Federation of Teachers.~~ MEA-MFT, AFT, NEA, AFL-CIO hereinafter referred to as the union.

1.3 Bargaining Unit Definition

The bargaining unit shall include all part-time teaching employees of Flathead Valley Community College excluding the following: early retirees as defined by Board Policy; full-time instructors; continuing education instructors (including ~~Elderhostel and~~ Glacier Institute instructors); contract training instructors; and visiting celebrity instructors with unique skills, reputation or qualifications, such as well-known entertainers, authors, business magnates and government and education officials; supervisors; managers (to include all administrative, exempt, and professional employees); and confidential personnel.

## 2.0 MANAGEMENT RIGHTS

2.1 Management Rights

The union and employees recognized the prerogative of the employer, subject to the terms of this agreement, to operate and manage its affairs and determine the structure, policies, and purposes of the College. Employer rights, in accordance with MCA 39-31-303, include but are not limited to the following:

1. directing employees;
2. hiring, promoting, transferring, assigning and retaining employees;
3. relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or nonproductive;
4. maintaining the efficiency of the employer's operations;
5. determining the methods, means, job classification, and personnel by which the employer's operations are to be conducted;
6. taking whatever actions may be necessary to carry out the missions of the employer in situations of emergency; and
7. establishing the methods and processes by which work is to be performed. ~~(39-31-303, MCA)~~

All rights and prerogatives of the employer which are not specifically limited or relinquished by the express language of this agreement shall be retained by the employer.

## 3.0 UNION RIGHTS

3.4 Information and Data

1. Upon written request of the union Executive Committee or designee, the employer agrees to furnish the union with a copy of available documents which are public information and not of a privileged, confidential or personal nature ~~such as: the college budget, board agendas and board minutes~~.

~~2. It further agrees, w~~Within 15 business days after the first pay date of each semester, ~~to~~ the employer will provide the designated union officer ~~Executive Committee~~ a list of the available names and addresses of the bargaining unit employees teaching that semester and their projected pay for that semester. ~~The home addresses and phone numbers of said employees will also be provided if the employee has given that information to the FVCC Human Resources Office and granted HR written authorization to share it with the union.~~ The Union is responsible for providing the Human Resources office adjuncts' enrollment information to include: a complete list of names, dues, and fees amount to be withheld a minimum of ten working days prior to the final pay period of each semester.

~~3.~~2. Voluminous information shall be made available for inspection or will be provided for the cost of copying.

3.6 ~~Union Security~~ Professional Dues, Fees and Payroll Deductions

A. Dues Deduction Authorized
The College agrees to deduct from the pay of Association employees the dues and professional representation fees for MEA-MFT, AFT, NEA and the FVCC Adjunct Faculty upon receipt from the Union of authorization by each employee and as provided by law.

Beginning the first full term after the ratification of this agreement, each member of the bargaining unit shall be expected to exercise one (1) of the following three (3) options:

1. become a member of the union and pay dues accordingly;
2. pay a representation fee determined by the union in accordance with case law to be the amount required for representation in collective bargaining matters;
3. current adjunct employees with charity election are grandfathered~~make a contribution of an amount equal to the representation fee to a charity selected by the union.~~

As a condition of employment, all potential employees must agree in advance, in writing, to choose one of the two ~~three (3)~~ options above. Those employees hired too late to submit advance notice of union participation will have thirty (30) days from the date they sign their contract to select one of the above options.

B. The employer shall deduct union dues~~, union~~ or the professional representation fee~~, or charity contribution~~ from the final pay of the applicable course ~~wage~~ of each employee who has voluntarily authorized such deduction in writing. At the end of the semesters in August, December and May ~~T~~the employer shall deliver dues and representation fee monies to the treasurer of the union who shall acknowledge each receipt in writing. No later than ~~September~~ July 15 of each fiscal year, the union shall notify the employer of the name and mailing address of the treasurer who is to receive dues and representation fee monies and shall certify to the employer what rates are to be in effect for that academic year.

C. The union will indemnify and hold the employer harmless against any liability, and shall

reimburse the employer for any expense which may arise as a result of the operation of this article.

## 4.0 NO STRIKE

### 4.1 No Strike/No Lockout

There shall be no picketing, strikes, slowdowns, work stoppages or other forms of concerted activity on the part of the union or employees ~~for any reason~~ during the term of this agreement. There shall be no lockout of employees by the employer during the term of this agreement.

## 5.0 EMPLOYEE RIGHTS AND WORKING CONDITIONS

### 5.1 Travel

With prior approval of the Vice-President of Instruction and Student Services, ~~E~~employees are eligible for reimbursement of approved travel expenses in accordance with Board Policy.

### 5.2 Payroll Deductions

Upon ~~proper written authorization of an~~ submission of appropriate form, ~~employee.~~ the employer will ~~implement the following optional~~ provide optional payroll deductions for items including, but not limited to up to two checking and/or two savings accounts; optional retirement plans; and other established deductions ~~: Credit unions, savings banks, savings bonds, personal retirement and investment programs, tax sheltered annuity programs and other deductions~~ approved by the employer. It is understood such payroll deductions are made solely for the employees' convenience and the employer assumes no liability as a result of this courtesy.

### ~~5.~~3 Nondiscrimination

Neither the employer, the union, nor any employee shall engage in unlawful discrimination. ~~discriminate on the basis of race, creed, religion, color or national origin or because of age, physical or mental handicap, marital status, or sex when the reasonable demands of the position do not require an age, physical or mental handicap, marital status or sex distinction.~~ Violations of this provision are not subject to the grievance procedure. Employees are encouraged to file complaints alleging unlawful discrimination with ~~the EEO/AA Officer~~ Human Resources prior to pursuing recourses available under state and federal law.

### 5.5 Rights to Representation

Employees are entitled to the presence of a representative during an investigatory interview which the employee reasonably believes may result in disciplinary action. Employees may choose their representatives as long as the representative of choice is ~~immediately~~ reasonably available.

### ~~5.6 *Office* Hours~~ (Move to 5.17 Academic Responsibility)

~~Adjunct faculty are not expected to maintain regular office hours but shall make themselves available before and/or after class or another mutually acceptable time to respond to student questions.~~

### 5.6 Unless otherwise specified the duration of an adjunct contract is one semester. The Vice-President will have the ability to consider the offer of an annual contract for an adjunct based on programmatic needs.

5.8 Class and Course Assignment

Employees shall receive information concerning their proposed teaching assignment for the next term no later than thirty (30) calendar days prior to the beginning of the term. Employees shall receive a contract formalizing the offer of employment at least twenty-one (21) calendar days prior to the beginning of the term. However, it is recognized that the employer cannot always predict in advance all of the courses which may need to be offered through adjunct faculty. Nothing herein precludes the employer from requesting an employee to take on unanticipated assignments without providing the preferred advance notice. Such requests will be made as soon as practical after the employer determines the need for an additional course. ~~The time lines specified above shall be adhered to by the Lincoln County Campus (LCC) to the extent practical but is recognized that additional flexibility is needed at LCC because of its small size and developing nature.~~

~~Curriculum development responsibilities are those related to the goals and objectives stated in the course description form. This would include any revisions to the course description form taught by individual faculty, as well as changes to goals and objectives that are required as a result of institutional effectiveness and/or self-study.~~

5.9 Course Cancellation

After the receipt of an employment contract, employees shall not have their assignment changed except by mutual agreement unless the class is cancelled because of low enrollments or inadequate funds, or unless the course is reassigned to a full-time faculty member with less than a full-time workload. ~~Typically, a class will not be cancelled until it meets at least one time~~ Classes with low enrollment are typically cancelled one week before the first day of the semester. The Vice-President determines what constitutes low-enrollment. ~~Employees are expected to attend the first class meeting unless otherwise notified. Employees who do not receive notification of the cancellation of a course due to low enrollment more than seven calendar days before the first class shall receive a stipend of $30.00.~~ Employees whose course is cancelled due to low enrollment ~~reassigned to a full-time faculty member~~ shall receive a stipend of $~~5~~100.00. As directed by the Vice President of Instruction and Student Services, cancelled courses that are necessary for graduation or certification may be offered as Directed Study.

5.10 Evaluation of Employees

The employer is responsible for the evaluation of bargaining unit employees. Methods of evaluation include but are not limited to student evaluations and administrative evaluations. Employees may request an evaluation at any time; however, the employee must request the evaluation in writing at least three (3) weeks prior to the end of his/her class(es). ~~Evaluations are not subject to the grievance procedure.~~ Employees may request a meeting with the appropriate administrator to discuss their evaluation and such requests will be honored. Evaluations are not subject to the grievance procedure.

5.13 Tuition Waivers for Employees

Employees are eligible for a tuition waiver equal to the amount of credits taught during the current semester. Employees may choose to either use the waiver or delegate it to a spouse or dependent (IRS definition) to be used during the current semester or the immediately following semester. Credits are not accumulative, may not be split, and can be used only by one student per semester. ~~who taught a course for FVCC during the immediately preceding academic year or are teaching~~

~~during the current semester may enroll in regular college courses at FVCC with t~~Tuition is waived on a space available basis after all other paying students have had an opportunity to register providing said courses do not conflict with academic responsibilities. ~~Tuition will be waived for the employee during the current semester, the following semester or any one semester during the following academic year.~~

~~Spouses and children of adjuncts may enroll in regular college courses at FVCC with a tuition waiver on a space available basis after all other paying students have had an opportunity to register and the adjunct faculty members has taught 100 credits cumulatively.~~

Building fees, lab fees and mandatory course fees cannot be waived.

~~Tuition will also be waived for enrollment in designated Continuing Education courses which already have sufficient enrollments to cover the course costs. Tuition waivers for Continuing Education classes do not include workshops or seminars offered through the Business and Professional Development Program.~~

5.14 Just Cause

Employees have the right to serve their specified term of appointment and may be disciplined and discharged during that term only for just cause. The term of appointment for adjunct faculty is the length of the class assignment and may not extend beyond ~~one quarter or~~ one semester. It is understood that the canceling of a class because of low enrollments or inadequate funds, or reassigning a course to a full-time instructor to bring full-time instructors up to a full-time teaching load shall not be construed as a violation of this provision.

5.15 Consideration for Early Childhood Center usage.

Adjunct faculty may apply for enrollment of dependents for ~~employees will be included in any consideration given to FVCC employees for use of~~ the Early Childhood Center.

5.16 Academic Freedom

The institution maintains an atmosphere in which intellectual freedom and independence exist. Faculty and students are free to examine and test all knowledge appropriate to their discipline or area of major study as judged by the academic/educational community in general.

5.17 Academic Responsibility

The Board, the Administration, and the Association agree that accepting and assuming an adjunct faculty position at Flathead Valley Community College includes the following responsibilities:

A. To maintain professional competence and keep professional knowledge current by continuous reading, research, etc.

B. To perform fully and faithfully the duties of a college faculty member:

1. To meet faithfully all assigned classes and to make alternative arrangements for the class when absence is unavoidable. Such arrangements shall be reported to the Director of Educational Services

2. To be available on a regular basis to students for guidance on matters regarding their classroom activities, through adherence to a schedule of regular hours to meet with students. Availability times shall be published on each course's syllabus. Exceptions shall be reported to and approved by the Director of Educational Services.
3. To teach each class according to the highest professional standards.
4. To evaluate students based on their academic performance, post grades for students throughout the semester on a regular basis, and post final grades by the Monday following finals week.
5. To present the subject matter in the course and to teach within the guidelines of the course syllabus.
6. To improve, update, enrich, and revise courses periodically to keep them current.
7. To participate in the adjunct in-service and up to one department meeting or professional or professional developments per semester as directed

## 6.0 COMPENSATION

### 6.1 Pay Rates

**Pay rates for adjunct faculty during the ~~2011-2013~~** 2017, 2018, 2019 fiscal **~~academic~~ years shall be in accordance with the schedule found on the last pages of this agreement.** Convert to LHE model at the following levels:

2016-2017: $39.50/LHE (minimum 3.1% - maximum 20.8%, average 8%)
2017-2018: $40.10/LHE (1.5%)
2018-2019: $40.70/LHE (1.5%)

### 6.4 ~~Independent Study, Directed Study,~~ Special Courses

Directed Study – When requested by the Vice President of Instruction and Student Services, a member may teach a course as a directed study. In this situation, it is assumed that faculty must spend 1 hour per week with the student(s) who are earning 3 credits. Therefore, the conversion from contact hours (CH) to Lecture hour Equivalent (LHE) shall be:

$$CH = 0.333LHE$$

Example: The Vice President asks a member to teach a 3 credit directed study. This load shall be calculated as:

$$\frac{3\ credits}{semester} \times \frac{15\ CH}{credit} \times \frac{0.333\ LHE}{CH} = 15\ LHE$$

Note: If a member chooses to offer a directed study without the consent of the Vice President, the member will not be compensated.

~~When an employee is asked by the administration to supervise an independent study, directed study or special course, the employee will be compensated on the following basis:~~

~~Number of students multiplied by the number of credits multiplied by 1/15 of the base (one credit) rate of pay assigned to the class in question.~~

~~Example:~~
~~Number of students multiplied by number of credits multiplied by 1/15 of current rate of pay.~~
~~It is understood that these activities are intended to compensate an instructor for an activity where the enrollment will be small. The administration will establish the minimum and maximum number of students allowable for independent study, directed study and special course activities.~~

**6.5 Committees** (Move to Article 5.17. B. 7)

~~Participation on committees or in college sponsored in-service training, when approved by the Vice President of Educational Services, or his/her designee, will be compensated at the following rates: Note: this rate change will NOT be retroactive, but will be effective as of date of signed agreement.~~

~~$30.00 for fewer than two hours;~~
~~$40.00for two or more, but fewer than four hours;~~
~~$55.00for four or more, but fewer than six hours;~~
~~$70.00for six or more hours per day.~~

~~In requesting payment for participation on committees or in college sponsored in-service training, a faculty member shall complete and sign a payroll authorization form adopted by the College. The form must be submitted to the Vice President of Educational Services, or his/her designee, monthly for approval before it will be processed for payment by the human resources department. A copy of the completed form shall be provided to the faculty member.~~

6.5 Extra Duty Assignments

Employees who are assigned non-instructional extra duty assignments by the Director of Educational Services, which are in excess of normal professional responsibilities and extend beyond normal work day or work year, will be provided extra compensation upon approval by the Vice-President. Employees shall have the right to refuse non-instructional extraduty assignments. Rate of compensation for such extra duty assignments shall be agreed upon between the employee and the Director of Educational Services and must be approved by the Vice-President prior to the work being performed. If an extra duty assignment is cancelled prior to completion, the employee will be paid a pro-rated amount for work performed.

**6.6 ~~Pay Rates for~~ Distance Education**

1. Employees who have received prior approval by the Vice President of Instruction and Student Services may enroll in the four credit course *Teaching Online Courses* and the six credit course *Developing Online Courses*. A course will be offered each semester. Employees will pay fees for enrolling in the course per the provisions of the Collective Bargaining Agreement. Successful completion of the course includes the development or conversion of a face to face course to an online or hybrid course that will become part of the FVCC online course bank. The developed course will be the intellectual property of Flathead Valley Community College. Multiple sections of a course are not eligible for independent funding. Upon approval of the developed course by the E-Learning Committee and the Vice-President, the faculty member will be compensated according to the following schedule:

| Development of course to online | | Conversion of course to/from hybrid |
|---|---|---|

| | | | | |
|---|---|---|---|---|
| 1 credit | $233 | | 1 credit | $115 |
| 2 credits | $466 | | 2 credits | $233 |
| 3 credits | $700 | | 3 credits | $350 |
| 4 credits | $825 | | 4 credits | $412 |
| 5+ credits | $950 | | 5+ credits | $475 |

2. Employees, with prior approval of the Vice-President of Instruction and Student Services, may develop online courses without taking *Teaching Online Courses or Developing Online Courses.* Upon approval of the developed course by the E-Learning Committee and the Vice-President, the faculty member would be eligible for the stipends as listed above.

3. Definitions:

"Online course" refers to a class offered over the internet. These classes may have a face-to-face testing component. "Hybrid course" refers to classes that have at least 67% of the course offered over the internet and 33% or less requiring classroom attendance. "ITV courses" refers to courses offered over interactive television.

6.7 Teaching via Distance Education

1. Employees, who have developed a course or who are interested in teaching a previously developed course from the FVCC online course bank, may enroll in the four credit course *Teaching an Online Course* with prior approval of the Vice-President of Instruction and Student Services. Employees who successfully complete both *Teaching an Online Course (4 credits)* and *Developing Online Courses (6 credits)* and will receive $1,100 stipend effective the first term the online or hybrid course (of at least 3 credits) is taught.

2. Employees teaching via ITV for the first time will receive an additional $300. Subsequent teaching via distance ITV will receive no additional compensation beyond the established schedule.

3. Employees teaching via online for the first time will receive a $500 stipend. Subsequent teaching via online will receive no additional compensation beyond the established schedule.

4. Online, hybrid and ITV courses will count as part of the employee teaching load in the same manner that face-to-face classes count toward the teaching load.

5. Course enrollment maximums for face-to-face courses will be applied to online and ITV courses.

**~~Development of Distance Education Courses~~**

1. ~~Faculty who have received prior approval by the Vice President may receive funding to develop a new course or adapt an existing course for delivery online. Multiple sections of a course are not eligible for independent funding. Compensation, based on prior authorization and final approval of the product by the Vice President, will be compensated as follows:~~

~~a. 3 credits $700~~
~~b. 4 credits $825~~
~~c. 5 credits or more $950~~

~~1. The College shall provide appropriate, pre-approved training to a faculty member assigned to teach on-line. The training must be completed prior to the beginning of the online course.~~

~~**Teaching via Distance Education**~~

~~1. Faculty teaching via distance technology (online or ITV) for the first time will be compensated an additional $300 via ITV or $500 via online. Under this provision, a faculty member may earn a maximum $500 for teaching online, and an additional $300 for teaching ITV. Subsequent teaching via distance technology will receive no additional compensation beyond the established schedule.~~

~~1. The teaching of online courses will be compensated on the following basis:~~

~~q. For enrollment of less than 10: number of students multiplied by the number of credits, multiplied by the hourly rate paid for a lecture course.~~
~~r. For enrollments of 10 or more: full course compensation per the established schedule.~~
~~s.~~1. ~~Course enrollment for the first time that a faculty member teaches online shall be capped at 25 students. Thereafter, the maximums for face-to-face courses will be applied to online courses.~~

## 7.0 GRIEVANCE PROCEDURE

7.1 Grievance Definition

A grievance is defined as an allegation by an employee that there has been a violation or misinterpretation of a provision of this agreement.

7.2 Rules of Grievance Processing

a. Timeframes: References to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days which are not designated as holidays. Time limits specified herein may be extended by mutual agreement of the parties at that step of the procedure. Any grievance which is not filed or advanced within the time limits provided for herein shall be deemed to have been resolved by the decision at the prior step and is without further recourse. Any grievance not responded to by the employer within the time limits provided may be advanced to the next step of the procedure.
b. Alternative Procedures: The grievance procedure set forth in this agreement is the sole and exclusive remedy for employee complaints unless otherwise expressly provided herein.

c. Written Grievances: Grievances presented in writing at Steps 2, 3, and 4 shall include the following specific information: a complete statement of the grievance including the facts upon which the grievance is based, dates the alleged grievance occurred and the specific contract provision allegedly violated, names of witnesses having knowledge of relevant facts, and specific remedy requested. The grievance shall be dated and signed by the employee grievant. Copies of relevant documents shall be attached to the grievance. If the required information is not provided,

the grievance shall be returned to the employee who shall have ten (10) days to supply the required information or the grievance shall be dismissed as invalid and may not be pursued any further.

d. Union Representation: The employee grievant may at his/her discretion be represented by the union at any step of the grievance procedure.

e. Notification Requirements: Unless otherwise provided, where notice is required to be given, it shall be sufficient:

- in the case of a Member, for notification to be sent by certified mail to the address on file in the Human Resources Office;
- in the case of the Union, for notification to be sent by certified mail to the addresses on file in the Human Resources Office for two members of the Adjunct Faculty Union Executive Committee;
- in the case of the Board, the College or the Administration, for notification to be sent by certified mail to the Office of the President, 777 Grandview Drive, Kalispell, MT 59901

f. Election of remedies: The grievant and the exclusive representative may have the grievance or disputed interpretation of the agreement resolved either by final and binding arbitration or by any other available legal method and forum, but not by both. After a grievance has been submitted to arbitration, the grievant and the exclusive representative waive any right to pursue against the College, or its agents, an action or complaint arising from the same facts supporting the grievance. If a grievant or the exclusive representative files a complaint or other action against the College, or its agents, arbitration over the same dispute may not be filed or pursued under this Agreement.

7.3 Procedures for Filing Grievances

All grievances must be filed within fifteen (15) days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance.

Step 1: Any employee may present and discuss any complaint with the Vice President of ~~Educational Services~~Instruction and Student Services, with or without a representative of the union, with the intent of resolving the complaint informally. The Vice President of ~~Educational~~ Instruction and Student Services shall have ten (10) days to respond to the complaint. Any settlement, withdrawal or disposition of a complaint at this informal stage shall not constitute a precedent in the settlement of similar complaints.

Step 2: If a grievance is not resolved informally at Step 1, a formal grievance may be filed with the Vice President of ~~Educational~~ Instruction and Student Services. The formal grievance shall be filed in writing with the Vice President of ~~Educational~~ Instruction and Student Services within ten (10) days from receipt of the Step 1 response. The Vice President of Educational Services shall conduct a meeting with the employee to discuss resolution of the grievance within ten (10) days following receipt of the grievance. At the meeting, the grievant shall present to the Vice President of Educational Services all information which is pertinent to the grievance and any other available information that the Vice President of Educational Services requests. The Vice President of Educational Services shall issue a written decision to the employee and the union within ten (10) days following the conclusion of this meeting.

Step 3: If the grievance is not resolved at Step 2, then within ten (10) days from receipt of the response from the Vice President of Educational Services, the employee may submit the written grievance to the President of the College who shall issue a written decision to the employee within ten (10) days of receipt of the grievance.

Step 4: If the grievance is not resolved at step 3, then within ten (10) days from receipt of the response from the President, the employee may submit the written grievance to the Board of Trustees of the College. The Board shall issue a written decision to the employee within ten (10) days ~~of~~ after the next scheduled Board meeting after receipt of the grievance.

Step 5: Within ten (10) days after receipt of the Board's response, the union and the employee may file a written request for arbitration with the President. The written request for arbitration must be signed by the grievant and the union president.

7.4 Rules of Arbitration

A. Selection of the Arbitrator
If the union and the employer cannot agree upon an acceptable arbitrator, they shall forward a joint, written request to the ~~Federal Mediation and Conciliation Service~~ Montana Board of Personnel Appeals to provide a list of five arbitrators. Each party shall alternately strike a name from the list until only one name remains. The remaining person shall be designated as the arbitrator.

B. Fees and Expenses
The fees and expenses of the arbitrator shall be divided equally between the employer and the union. Each party shall bear the cost of preparing and presenting its own case. If either party orders a transcript, it shall allow the other party to copy the transcript by paying half the cost of the transcription.

C. Authority of the Arbitrator
The arbitrator shall neither add to, delete from, nor modify the terms of the agreement. Either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction. The arbitrator shall not have any authority to order any remedy which directly or indirectly grants reemployment beyond the current semester or quarter period. The remedy for any procedural defect resulting from actions or inaction of the employer shall be limited to curing the procedural defect. ~~and/or awarding compensatory damages.~~ The Arbitration decision may be challenged in accordance with Montana law. ~~Within twenty (20) working days of receipt of the arbitrator's written award, either the union or employer shall have the right to initiate an action in the appropriate court for a declaratory judgment precluding enforcement of any arbitration award in the event of the existence of any of the following circumstances:~~

~~1. The arbitrator has exceeded his/her authority as circumscribed by this contract.~~
~~2. The arbitrator has assumed jurisdiction of matters not arbitrable.~~
~~3. The award is contrary to law or the terms of this agreement.~~

D. Arbitrability

In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act. The arbitrator shall render a decision on any such issue before preceding with the substance of the case. Upon concluding that the arbitrator does not have jurisdiction to act, the arbitrator shall make no decision of the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time. Either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such a review is completed.

E. Effect of Decision

The decision or award of the arbitrator shall be final and binding upon the employer, the grievant, and the union, provided that either party may appeal a decision as provided for in paragraph C of this subsection.

F. Retroactivity

An arbitrator's award may or may not be retroactive as the equities of each case may justify, but in no case shall an award be retroactive to a date earlier than ten days before the date the grievance was initially filed or the date on which the act or omission occurred, whichever is later.

## 8.0 EFFECT OF AGREEMENT

8.1 Savings Clause

Should any portion of this agreement be determined unlawful, invalid, or unenforceable by operation of law or by any tribunal of competent jurisdiction (not to include the Board of Trustees or the Board of Regents), that portion of the agreement declared invalid shall be null and void; however, the rest of the agreement shall remain in full force and effect. Upon request of either party, negotiations regarding the portion of the agreement declared invalid shall commence at a mutually agreeable time.

8.2 Interim Amendment

Except as provided for in Section 8.1 each party hereby waives their right to insist that the other party bargain collectively during the life of this agreement with respect to any questions of wages, hours, fringe benefits, or other conditions of employment. This is the sole and complete agreement between the parties and supersedes any previous agreements, understandings, policies, and practices, oral or written, express or implied.

8.3 Changes in Agreement

Changes to this agreement may be negotiated at any time only upon mutual agreement of the parties to this agreement. Any agreed to changes shall be made effective upon any date agreed upon by both parties and shall expire upon the expiration of this agreement.

## 9.0 TERM OF AGREEMENT

9.1 Duration

This agreement shall be in effect from ~~July 1, 2011~~ July 1, 2016 and shall continue until and including ~~June 30, 2014,~~ June 30, 2019 and shall be considered to be renewed from year to year

thereafter unless either party to this agreement notifies the other in writing of its intent to modify or terminate the agreement. Negotiations for a subsequent agreement shall begin on a mutually agreeable date. The parties further agree that the contract may be reopened on the last year of the contract, for salary only, if the January 2017-2018 CPI is greater than 1.5%. ~~shall be open beginning on March 1, 2013 for negotiations on salary and tuition waivers for the FY 2014 fiscal year.~~

**For the Employer:**

Jane A. Karas, President Date

Board Chair Date

**For the Union:**

Pete Hertlein, Union President Date

Union Representative Date

**ADDENDUM A**

~~Adjunct Faculty~~
~~Pay Rates for FY~~
~~2013~~
~~Effective July 1, 2012~~
~~(This matrix was created by~~
~~adding 3.% to the FY 12~~
~~matrix.)~~

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lecture~~ | ~~1~~ | ~~574.92~~ |
| | ~~2~~ | ~~1149.85~~ |
| | ~~3~~ | ~~1724.77~~ |
| | ~~4~~ | ~~2299.69~~ |
| | ~~5~~ | ~~2874.60~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lec/Lab Rate A~~ | ~~1~~ | ~~572.15~~ |
| ~~(75% Lecture/~~ | ~~2~~ | ~~1141.29~~ |
| ~~25% Lab)~~ | ~~3~~ | ~~1716.14~~ |
| | ~~4~~ | ~~2288.60~~ |
| | ~~5~~ | ~~2860.74~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lec/Lab Rate B~~ | ~~1~~ | ~~700.12~~ |
| ~~(50% Lecture/~~ | ~~2~~ | ~~1400.24~~ |
| ~~50% Lab)~~ | ~~3~~ | ~~2100.36~~ |
| | ~~4~~ | ~~2800.48~~ |
| | ~~5~~ | ~~3500.60~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lec/Lab RateC~~ | ~~1~~ | ~~762.87~~ |
| ~~(25% Lecture/~~ | ~~2~~ | ~~1525.74~~ |
| ~~75% Lab)~~ | ~~3~~ | ~~2288.61~~ |
| | ~~4~~ | ~~3051.48~~ |
| | ~~5~~ | ~~3814.35~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Activity/Lab only~~ | ~~1~~ | ~~758.55~~ |
| | ~~2~~ | ~~1517.12~~ |
| | ~~3~~ | ~~2275.68~~ |
| | ~~4~~ | ~~3034.25~~ |
| | ~~5~~ | ~~3792.80~~ |

Calculating Lecture Hour Equivalents (LHE) for Compensation

Definitions:

- 1 contact hour = 50 minutes of time faculty spend with students engaged in credit earning activities
- 15 semester lecture contact hours = 1 credit hour

- 30 semester lab contact hours = 1 credit hour
- 45 semester clinical contact hours = 1 credit hour
- LHE = Lecture Hour Equivalent. This standardizes the number of lecture, lab, clinical and technical assisting hours performed by faculty. The course profile determines the hours for each class.

Table 1 – Conversion Factors

| | | |
|---|---|---|
| | 1 SEM=15 W | Weeks to semesters |
| | 1 CH = 50 min | Contact Hour to minutes |
| | 1 CH = 1 LHE | |
| | 1 CH = .75 LHE | |
| | 1 CH = .5 LHE | |
| | 1 CH = .375 LHE | |

To calculate load:

For each assigned class:

1. Use course profile to determine the contact hours (CH).
2. Convert CH to LHE using the conversions in Table 1.
3. For each course, find the total LHE for the semester.

Example:

Example 1 – The course profile for Class X indicates 15 semester lecture hours and 60 semester lab hours. Then,

$$\left(15\frac{CH}{SEM} \times 1\frac{LHE}{CH} + 60\frac{CH}{SEM} \times 0.75\frac{LHE}{CH}\right) = 60\ LHE$$

Without units, this simplified to: $(15 \times 1) + (60 \times 0.75) = 60\ LHE$

FVCC Proposal – Adjunct Faculty
July 8, 2016
3:15 PM

1. 2016-2017 $40.00LHE 4.4% minimum, 9.5% average, 25.8% highest
2. 2017-2018 $40.60LHE 1.5%
3. 2018-2019 $41.21LHE 1.5%

| | | |
|---|---|---|
| Discussion: | Cost of living 2013-2016 | 3.12% |
| | FTF 2017-2018 | 1.5% |

4. Article 3.6 - Grandfather clause for charity ~~– No~~ yes
5. Article 5.9 – Course cancellation. "Employees whose course is cancelled due to low enrollment two weeks or less prior to the start of the class shall receive a stipend of $100.00."
6. Article 5, Section 17.B.7 – "To participate in the adjunct in-service and up to one department meeting or professional development per semester as directed." Agreed
7. Three year contract.
8. Reopener after two years if budget picture changes.

JAN 2017 –

2018- 2019 ~~SALARY~~ OPENER IF JAN 2018 CPI IS GREATER THAN 1.5%, UNION HAS THE OPTION TO REOPEN FOR SALARY ONLY.

FVCC Proposal – Adjunct Faculty
July 8, 2016
3:15 PM

1. 2016-2017 $40.00LHE 4.4% minimum, 9.5% average, 25.8% highest
2. 2017-2018 $40.60LHE 1.5%
3. 2018-2019 $41.21LHE 1.5%

| | | |
|---|---|---|
| Discussion: | Cost of living 2013-2016 | 3.12% |
| | FTF 2017-2018 | 1.5% |

4. Article 3.6 - Grandfather clause for charity – No
5. Article 5.9 – Course cancellation. "Employees whose course is cancelled due to low enrollment two weeks or less prior to the start of the class shall receive a stipend of $100.00."
6. Article 5, Section 17.B.7 – "To participate in the adjunct in-service and up to one department meeting or professional development per semester as directed." Agreed
7. Three year contract.

Dru - Why keep change?
UAF IM grandfathered

Sam - not state law

2:13 PM

Jan, Pete, Wayne
Monita, Dru, Karin K
Brad, Chris, Karin

Federation of Flathead Valley Community College Adjunct Faculty

UNION PROPOSAL

July 8, 2016

1. 2016-2017: $41.66/LHE 14% Closer to FTE, $105,000 on year
2. 2017-2018 $42.26/LHE (2.5%) 1.4%

Article 36
3. Grandfather clause for charity fee payers Children, see a lot

Article 5.9
4. Course Cancellation: $125 stipend all cancellations campus/adjunct

5. Article 5, Section 17 (B) "To participate in the adjunct in-service and up to one department meeting or professional development per semester as directed.

6. Two year contract. Current contract language: "the parties further agree that the contract shall be open beginning on March 1st for negotiations on all subjects.

- Other items in proposal still in agreement from July 1, 2016 unless noted above.

---

4.4% min.

(4) Course cancellation $100

(5) No

(6) 3yr.

(1) $40.00 LHE 9.5% avg

(2) $40.60 LHE 1.5%

(3) $41.21 LHE 1.5%

FVCC Proposal – Adjunct Faculty
July 8, 2016
4:00 PM

1. 2016-2017 $40.00LHE 4.4% minimum, 9.5% average, 25.8% highest
2. 2017-2018 $40.60LHE 1.5%
3. 2018-2019 $41.21LHE 1.5%

4. Article 3.6 - Grandfather clause for charity – Yes
5. Article 5.9 – Course cancellation. "Employees whose course is cancelled due to low enrollment two weeks or less prior to the start of the class shall receive a stipend of $100.00."
6. Article 5, Section 17.B.7 – "To participate in the adjunct in-service and up to one department meeting or professional development per semester as directed." Agreed
7. 2019-2019 May request salary only reopener if the January 2017-2018 CPI is greater than 1.5%

** Board meeting – July 25th, agenda set on July 15th
** Adjunct contracts are issued on August 4th

**Chris A. Clouse**

**From:** Karen Glasser
**Sent:** Wednesday, July 6, 2016 1:00 PM
**To:** Chris A. Clouse
**Subject:** Faculty language

**10.300 Contract Year Obligations**

The contract year shall begin with fall In-Service and end with the last day of finals week and receipt of spring semester grades. Member's obligation on an academic contract range from 162-168 days including non-teaching activities such as: advising, orientation activities, and in-service activities. Upon agreement between the Member and the Vice-President, non-teaching days may be exchanged for days outside contract year. The total contract year shall not exceed 168 days except in specifically designated circumstances determined by the Vice-President and based upon program requirements. These positions will be hired with extended contract requirements; however, for members currently working in these programs it will be upon mutual agreement.

Salary for an extended contract will be on a daily rate (academic year/165 days) based f his/her academic contract salary on January 15. Member's pay would be calculated on a daily basis and FTEF. Example: Member is teaching 12 lecture credits over a 10 week period. With a salary of $50,000 this would be 0.80FTEF and $242.40 per day/$12,120 total for the June-August classes.
It is presumed that Flathead Valley Community College has priority on the working time of a full-time Member. Members have an obligation to perform assigned academic duties as well as fulfill the responsibilities enumerated in 10.200.

Every day of the term of a Member's contract is a regular day of employment except those days for which there is legislative or Employer authorization to be absent from employment (e.g., scheduled breaks, holidays, plus the Friday after Thanksgiving, leave with or without pay, sabbatical, sick leave, bereavement, and weekends when not assigned or required for performance of the regular employment obligations).

---

Karen Glasser, Executive Director of Human Resources
Flathead Valley Community College
777 Grandview Drive
Kalispell, MT 59901
406.756.3841
Flathead Valley Community College

# COLLECTIVE BARGAINING AGREEMENT

**Between**

**FLATHEAD VALLEY COMMUNITY COLLEGE**
**BOARD OF TRUSTEES**

**and the**

**FEDERATION OF FLATHEAD VALLEY COMMUNITY COLLEGE**
**ADJUNCT FACULTY**
**MEA-MFT, AFT, NEA, AFL-CIO**

**~~July 1, 2011 through June 30, 2014~~ July 1, 2016 – June 30, 2019**

## PACKAGE PROPOSAL – ~~MAY 23~~July 1, 2016

## 1.0 RECOGNITION

1.1 Parties to the Agreement

This agreement is entered into by the Board of Trustees of Flathead Valley Community College hereinafter referred to as the employer, and the Federation of Flathead Valley Community College Adjunct Faculty, affiliated with the ~~Montana Federation of Teachers,~~ MEA-MFT, AFT, NEA, AFL-CIO hereinafter referred to as the union.

1.3 Bargaining Unit Definition

The bargaining unit shall include all part-time teaching employees of Flathead Valley Community College excluding the following: early retirees as defined by Board Policy; full-time instructors; continuing education instructors (including ~~Elderhostel and~~ Glacier Institute instructors); contract training instructors; and visiting celebrity instructors with unique skills, reputation or qualifications, such as well-known entertainers, authors, business magnates and government and education officials; supervisors; managers (to include all administrative, exempt, and professional employees); and confidential personnel.

## 2.0 MANAGEMENT RIGHTS

2.1 Management Rights

The union and employees recognized the prerogative of the employer, subject to the terms of this agreement, to operate and manage its affairs and determine the structure, policies, and purposes of the College. Employer rights, in accordance with MCA 39-31-303, include but are not limited to the following:

1. directing employees;
2. hiring, promoting, transferring, assigning and retaining employees;
3. relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or nonproductive;
4. maintaining the efficiency of the employer's operations;
5. determining the methods, means, job classification, and personnel by which the employer's operations are to be conducted;
6. taking whatever actions may be necessary to carry out the missions of the employer in situations of emergency; and
7. establishing the methods and processes by which work is to be performed. ~~(39-31-303, MCA)~~

All rights and prerogatives of the employer which are not specifically limited or relinquished by the express language of this agreement shall be retained by the employer.

## 3.0 UNION RIGHTS

3.4 Information and Data

1. Upon written request of the union Executive Committee or designee, the employer agrees to furnish the union with a copy of available documents which are public information and not of a privileged, confidential or personal nature. ~~such as: the college budget, board agendas and board minutes~~.

~~2. It further agrees, w~~Within 15 business days after the first pay date of each semester, ~~to~~ the employer will provide the designated union officer ~~Executive Committee~~ a list of the available names and addresses of the bargaining unit employees teaching that semester and their projected pay for that semester. ~~The home addresses and phone numbers of said employees will also be provided if the employee has given that information to the FVCC Human Resources Office and granted HR written authorization to share it with the union.~~ The Union is responsible for providing the Human Resources office adjuncts' enrollment information to include: a complete list of names, dues, and fees amount to be withheld a minimum of ten working days prior to the final pay period of each semester.

~~3.~~2. Voluminous information shall be made available for inspection or will be provided for the cost of copying.

3.6 ~~Union Security~~ Professional Dues, Fees and Payroll Deductions

A. Dues Deduction Authorized
The College agrees to deduct from the pay of Association employees the dues and professional representation fees for MEA-MFT, AFT, NEA and the FVCC Adjunct Faculty upon receipt from the Union of authorization by each employee and as provided by law.

Beginning the first full term after the ratification of this agreement, each member of the bargaining unit shall be expected to exercise one (1) of the following three (3) options:

1. become a member of the union and pay dues accordingly;
2. pay a representation fee determined by the union in accordance with case law to be the amount required for representation in collective bargaining matters;
3. make a contribution of an amount equal to the representation fee to a charity selected by the union.

As a condition of employment, all potential employees must agree in advance, in writing, to choose one of the three (3) options above. Those employees hired too late to submit advance notice of union participation will have thirty (30) days from the date they sign their contract to select one of the above options.

B. The employer shall deduct union dues~~, union~~ or the professional representation fee, or charity contribution from the final pay of the applicable course ~~wage~~ of each employee who has voluntarily authorized such deduction in writing. At the end of the semesters in August, December and May ~~T~~the employer shall deliver dues and representation fee monies to the treasurer of the union who shall acknowledge each receipt in writing. No later than ~~September~~ July 15 of each fiscal year, the union shall notify the employer of the name and mailing address of the treasurer who is to receive dues and representation fee monies and shall certify to the employer what rates are to be in effect for that academic year.

C. The union will indemnify and hold the employer harmless against any liability, and shall reimburse the employer for any expense which may arise as a result of the operation of this

article.

## 4.0 NO STRIKE

### 4.1 No Strike/No Lockout

There shall be no picketing, strikes, slowdowns, work stoppages or other forms of concerted activity on the part of the union or employees ~~for any reason~~ during the term of this agreement. There shall be no lockout of employees by the employer during the term of this agreement.

## 5.0 EMPLOYEE RIGHTS AND WORKING CONDITIONS

### 5.1 Travel

With prior approval of the Vice-President of Instruction and Student Services, ~~E~~employees are eligible for reimbursement of approved travel expenses in accordance with Board Policy.

### 5.2 Payroll Deductions

Upon ~~proper written authorization of an~~ submission of appropriate form, ~~employee,~~ the employer will ~~implement the following optional~~ provide optional payroll deductions for items including, but not limited to up to two checking and/or two savings accounts; optional retirement plans; and other established deductions ~~: Credit unions, savings banks, savings bonds, personal retirement and investment programs, tax sheltered annuity programs and other deductions~~ approved by the employer. It is understood such payroll deductions are made solely for the employees' convenience and the employer assumes no liability as a result of this courtesy.

### ~~5.~~3 Nondiscrimination

Neither the employer, the union, nor any employee shall engage in unlawful discrimination. ~~discriminate on the basis of race, creed, religion, color or national origin or because of age, physical or mental handicap, marital status, or sex when the reasonable demands of the position do not require an age, physical or mental handicap, marital status or sex distinction.~~ Violations of this provision are not subject to the grievance procedure. Employees are encouraged to file complaints alleging unlawful discrimination with ~~the EEO/AA Officer~~ Human Resources prior to pursuing recourses available under state and federal law.

### 5.5 Rights to Representation

Employees are entitled to the presence of a representative during an investigatory interview which the employee reasonably believes may result in disciplinary action. Employees may choose their representatives as long as the representative of choice is ~~immediately~~ reasonably available.

### ~~5.6 *Office* Hours~~ (Move to 5.17 Academic Responsibility)

~~Adjunct faculty are not expected to maintain regular office hours but shall make themselves available before and/or after class or another mutually acceptable time to respond to student questions.~~

5.6 Unless otherwise specified the duration of an adjunct contract is one semester. The Vice-President will have the ability to consider the offer of an annual contract for an adjunct based on programmatic needs.

5.8 Class and Course Assignment

Employees shall receive information concerning their proposed teaching assignment for the next term no later than thirty (30) calendar days prior to the beginning of the term. Employees shall receive a contract formalizing the offer of employment at least twenty-one (21) calendar days prior to the beginning of the term. However, it is recognized that the employer cannot always predict in advance all of the courses which may need to be offered through adjunct faculty. Nothing herein precludes the employer from requesting an employee to take on unanticipated assignments without providing the preferred advance notice. Such requests will be made as soon as practical after the employer determines the need for an additional course. ~~The time lines specified above shall be adhered to by the Lincoln County Campus (LCC) to the extent practical but is recognized that additional flexibility is needed at LCC because of its small size and developing nature.~~

~~Curriculum development responsibilities are those related to the goals and objectives stated in the course description form. This would include any revisions to the course description form taught by individual faculty, as well as changes to goals and objectives that are required as a result of institutional effectiveness and/or self study.~~

5.9 Course Cancellation

After the receipt of an employment contract, employees shall not have their assignment changed except by mutual agreement unless the class is cancelled because of low enrollments or inadequate funds, or unless the course is reassigned to a full-time faculty member with less than a full-time workload. ~~Typically, a class will not be cancelled until it meets at least one time~~ Classes with low enrollment are typically cancelled one week before the first day of the semester. The Vice-President determines what constitutes low-enrollment. ~~Employees are expected to attend the first class meeting unless otherwise notified. Employees who do not receive notification of the cancellation of a course due to low enrollment more than seven calendar days before the first class shall receive a stipend of $30.00.~~ Employees whose course is cancelled due to low enrollment ~~reassigned to a full-time faculty member~~ shall receive a stipend of $50.00. As directed by the Vice President of Instruction and Student Services, cancelled courses that are necessary for graduation or certification may be offered as Directed Study. 2 weeks or less prior to the start of the class

5.10 Evaluation of Employees

The employer is responsible for the evaluation of bargaining unit employees. Methods of evaluation include but are not limited to student evaluations and administrative evaluations. Employees may request an evaluation at any time; however, the employee must request the evaluation in writing at least three (3) weeks prior to the end of his/her class(es). ~~Evaluations are not subject to the grievance procedure.~~ Employees may request a meeting with the appropriate administrator to discuss their evaluation and such requests will be honored. Evaluations are not subject to the grievance procedure.

5.13 Tuition Waivers for Employees

Employees are eligible for a tuition waiver equal to the amount of credits taught during the current semester. Employees may choose to either use the waiver or delegate it to a spouse or dependent (IRS definition) to be used during the current semester or the immediately following semester. Credits are not accumulative, may not be split, and can be used only by one student per semester. ~~who taught a course for FVCC during the immediately preceding academic year or are teaching during the current semester may enroll in regular college courses at FVCC with t~~Tuition is waived

on a space available basis after all other paying students have had an opportunity to register providing said courses do not conflict with academic responsibilities. ~~Tuition will be waived for the employee during the current semester, the following semester or any one semester during the following academic year.~~

~~Spouses and children of adjuncts may enroll in regular college courses at FVCC with a tuition waiver on a space available basis after all other paying students have had an opportunity to register and the adjunct faculty members has taught 100 credits cumulatively.~~

Building fees, lab fees and mandatory course fees cannot be waived.

~~Tuition will also be waived for enrollment in designated Continuing Education courses which already have sufficient enrollments to cover the course costs. Tuition waivers for Continuing Education classes do not include workshops or seminars offered through the Business and Professional Development Program~~.

5.14 Just Cause

Employees have the right to serve their specified term of appointment and may be disciplined and discharged during that term only for just cause. The term of appointment for adjunct faculty is the length of the class assignment and may not extend beyond ~~one quarter or~~ one semester. It is understood that the canceling of a class because of low enrollments or inadequate funds, or reassigning a course to a full-time instructor to bring full-time instructors up to a full-time teaching load shall not be construed as a violation of this provision.

5.15 Consideration for Early Childhood Center usage.

Adjunct faculty may apply for enrollment of dependents for ~~employees will be included in any consideration given to FVCC employees for use of~~ the Early Childhood Center.

5.16 Academic Freedom

The institution maintains an atmosphere in which intellectual freedom and independence exist. Faculty and students are free to examine and test all knowledge appropriate to their discipline or area of major study as judged by the academic/educational community in general.

5.17 Academic Responsibility

The Board, the Administration, and the Association agree that accepting and assuming an adjunct faculty position at Flathead Valley Community College includes the following responsibilities:

A. To maintain professional competence and keep professional knowledge current by continuous reading, research, etc.

B. To perform fully and faithfully the duties of a college faculty member:

1. To meet faithfully all assigned classes and to make alternative arrangements for the class when absence is unavoidable. Such arrangements shall be reported to the Director of Educational Services
2. To be available on a regular basis to students for guidance on matters regarding their classroom activities, through adherence to a schedule of regular hours to meet

with students. Availability times shall be published on each course's syllabus. Exceptions shall be reported to and approved by the Director of Educational Services.

3. To teach each class according to the highest professional standards.
4. To evaluate students based on their academic performance, post grades for students throughout the semester on a regular basis, and post final grades by the Monday following finals week.
5. To present the subject matter in the course and to teach within the guidelines of the course syllabus.
6. To improve, update, enrich, and revise courses periodically to keep them current.
7. To participate in the adjunct in-service and up to two meetings and/or professional developments per semester as directed

## 6.0 COMPENSATION

### 6.1 Pay Rates

Pay rates for adjunct faculty during the ~~2011-2013~~ 2017, 2018, 2019 fiscal ~~academic~~ years shall be in accordance with the schedule found on the last pages of this agreement. Convert to LHE model at the following levels:

2016-2017: $39.50/LHE (minimum 3.1% - maximum 20.8%, average 8%)
2017-2018: $40.10/LHE (1.5%)
2018-2019: $40.70/LHE (1.5%)

### 6.4 ~~Independent Study, Directed Study,~~ Special Courses

Directed Study – When requested by the Vice President of Instruction and Student Services, a member may teach a course as a directed study. In this situation, it is assumed that faculty must spend 1 hour per week with the student(s) who are earning 3 credits. Therefore, the conversion from contact hours (CH) to Lecture hour Equivalent (LHE) shall be:

$$CH = 0.333LHE$$

Example: The Vice President asks a member to teach a 3 credit directed study. This load shall be calculated as:

$$\frac{3\ credits}{semester} \times \frac{15\ CH}{credit} \times \frac{0.333\ LHE}{CH} = 15\ LHE$$

Note: If a member chooses to offer a directed study without the consent of the Vice President, the member will not be compensated.

~~When an employee is asked by the administration to supervise an independent study, directed study or special course, the employee will be compensated on the following basis:~~

~~Number of students multiplied by the number of credits multiplied by 1/15 of the base (one credit) rate of pay assigned to the class in question.~~

~~Example:~~

~~Number of students multiplied by number of credits multiplied by 1/15 of current rate of pay.~~

~~It is understood that these activities are intended to compensate an instructor for an activity where the enrollment will be small. The administration will establish the minimum and maximum number of students allowable for independent study, directed study and special course activities.~~

6.5 Committees (Move to Article 5.17. B. 7)

~~Participation on committees or in college sponsored in-service training, when approved by the Vice President of Educational Services, or his/her designee, will be compensated at the following rates: Note: this rate change will NOT be retroactive, but will be effective as of date of signed agreement.~~

~~$30.00 for fewer than two hours;~~
~~$40.00for two or more, but fewer than four hours;~~
~~$55.00for four or more, but fewer than six hours;~~
~~$70.00for six or more hours per day.~~

~~In requesting payment for participation on committees or in college sponsored in-service training, a faculty member shall complete and sign a payroll authorization form adopted by the College. The form must be submitted to the Vice President of Educational Services, or his/her designee, monthly for approval before it will be processed for payment by the human resources department. A copy of the completed form shall be provided to the faculty member.~~

6.5 Extra Duty Assignments

Employees who are assigned non-instructional extra duty assignments by the Director of Educational Services, which are in excess of normal professional responsibilities and extend beyond normal work day or work year, will be provided extra compensation upon approval by the Vice-President. Employees shall have the right to refuse non-instructional extra duty assignments. Rate of compensation for such extra duty assignments shall be agreed upon between the employee and the Director of Educational Services and must be approved by the Vice-President prior to the work being performed. If an extra duty assignment is cancelled prior to completion, the employee will be paid a pro-rated amount for work performed.

6.6 ~~Pay Rates for~~ Distance Education

1. Employees who have received prior approval by the Vice President of Instruction and Student Services may enroll in the four credit course *Teaching Online Courses* and the six credit course *Developing Online Courses*. A course will be offered each semester. Employees will pay fees for enrolling in the course per the provisions of the Collective Bargaining Agreement. Successful completion of the course includes the development or conversion of a face to face course to an online or hybrid course that will become part of the FVCC online course bank. The developed course will be the intellectual property of Flathead Valley Community College. Multiple sections of a course are not eligible for independent funding. Upon approval of the developed course by the E-Learning Committee and the Vice-President, the faculty member will be compensated according to the following schedule:

| **Development of course to online** | | | **Conversion of course to/from hybrid** | |
|---|---|---|---|---|
| 1 credit | $233 | | 1 credit | $115 |
| 2 credits | $466 | | 2 credits | $233 |

| | | | | |
|---|---|---|---|---|
| 3 credits | $700 | | 3 credits | $350 |
| 4 credits | $825 | | 4 credits | $412 |
| 5+ credits | $950 | | 5+ credits | $475 |

2. Employees, with prior approval of the Vice-President of Instruction and Student Services, may develop online courses without taking *Teaching Online Courses or Developing Online Courses.* Upon approval of the developed course by the E-Learning Committee and the Vice-President, the faculty member would be eligible for the stipends as listed above.

3. Definitions:

"Online course" refers to a class offered over the internet. These classes may have a face-to-face testing component. "Hybrid course" refers to classes that have at least 67% of the course offered over the internet and 33% or less requiring classroom attendance. "ITV courses" refers to courses offered over interactive television.

6.7 Teaching via Distance Education

1. Employees, who have developed a course or who are interested in teaching a previously developed course from the FVCC online course bank, may enroll in the four credit course *Teaching an Online Course* with prior approval of the Vice-President of Instruction and Student Services. Employees who successfully complete both *Teaching an Online Course (4 credits)* and *Developing Online Courses (6 credits)* and will receive $1,100 stipend effective the first term the online or hybrid course (of at least 3 credits) is taught.

2. Employees teaching via ITV for the first time will receive an additional $300. Subsequent teaching via distance ITV will receive no additional compensation beyond the established schedule.

3. Employees teaching via online for the first time will receive a $500 stipend. Subsequent teaching via online will receive no additional compensation beyond the established schedule.

4. Online, hybrid and ITV courses will count as part of the employee teaching load in the same manner that face-to-face classes count toward the teaching load.

5. Course enrollment maximums for face-to-face courses will be applied to online and ITV courses.

~~**Development of Distance Education Courses**~~

~~1. Faculty who have received prior approval by the Vice President may receive funding to develop a new course or adapt an existing course for delivery online. Multiple sections of a course are not eligible for independent funding. Compensation, based on prior authorization and final approval of the product by the Vice President, will be compensated as follows:~~

~~a. 3 credits $700~~

~~b. 4 credits $825~~
~~c. 5 credits or more $950~~

~~2. The College shall provide appropriate, pre-approved training to a faculty member assigned to teach on-line. The training must be completed prior to the beginning of the online course.~~

~~**Teaching via Distance Education**~~

~~3. Faculty teaching via distance technology (online or ITV) for the first time will be compensated an additional $300 via ITV or $500 via online. Under this provision, a faculty member may earn a maximum $500 for teaching online, and an additional $300 for teaching ITV. Subsequent teaching via distance technology will receive no additional compensation beyond the established schedule.~~

~~4. The teaching of online courses will be compensated on the following basis:~~

~~a. For enrollment of less than 10: number of students multiplied by the number of credits, multiplied by the hourly rate paid for a lecture course.~~
~~b. For enrollments of 10 or more: full course compensation per the established schedule.~~
~~c.~~a. ~~Course enrollment for the first time that a faculty member teaches online shall be capped at 25 students. Thereafter, the maximums for face-to-face courses will be applied to online courses.~~

## 7.0 GRIEVANCE PROCEDURE

7.1 Grievance Definition

A grievance is defined as an allegation by an employee that there has been a violation or misinterpretation of a provision of this agreement.

7.2 Rules of Grievance Processing

a. Timeframes: References to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days which are not designated as holidays. Time limits specified herein may be extended by mutual agreement of the parties at that step of the procedure. Any grievance which is not filed or advanced within the time limits provided for herein shall be deemed to have been resolved by the decision at the prior step and is without further recourse. Any grievance not responded to by the employer within the time limits provided may be advanced to the next step of the procedure.
b. Alternative Procedures: The grievance procedure set forth in this agreement is the sole and exclusive remedy for employee complaints unless otherwise expressly provided herein.

c. Written Grievances: Grievances presented in writing at Steps 2, 3, and 4 shall include the following specific information: a complete statement of the grievance including the facts upon which the grievance is based, dates the alleged grievance occurred and the specific contract provision allegedly violated, names of witnesses having knowledge of relevant facts, and specific remedy requested. The grievance shall be dated and signed by the employee grievant. Copies of relevant documents shall be attached to the grievance. If the required information is not provided, the grievance shall be returned to the employee who shall have ten (10) days to supply the required information or the grievance shall be dismissed as invalid and may not be pursued any

further.

d. Union Representation: The employee grievant may at his/her discretion be represented by the union at any step of the grievance procedure.

e. Notification Requirements: Unless otherwise provided, where notice is required to be given, it shall be sufficient:

- in the case of a Member, for notification to be sent by certified mail to the address on file in the Human Resources Office;
- in the case of the Union, for notification to be sent by certified mail to the addresses on file in the Human Resources Office for two members of the Adjunct Faculty Union Executive Committee;
- in the case of the Board, the College or the Administration, for notification to be sent by certified mail to the Office of the President, 777 Grandview Drive, Kalispell, MT 59901

f. Election of remedies: The grievant and the exclusive representative may have the grievance or disputed interpretation of the agreement resolved either by final and binding arbitration or by any other available legal method and forum, but not by both. After a grievance has been submitted to arbitration, the grievant and the exclusive representative waive any right to pursue against the College, or its agents, an action or complaint arising from the same facts supporting the grievance. If a grievant or the exclusive representative files a complaint or other action against the College, or its agents, arbitration over the same dispute may not be filed or pursued under this Agreement.

7.3 Procedures for Filing Grievances

All grievances must be filed within fifteen (15) days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance.

Step 1: Any employee may present and discuss any complaint with the Vice President of ~~Educational Services~~Instruction and Student Services, with or without a representative of the union, with the intent of resolving the complaint informally. The Vice President of ~~Educational~~ Instruction and Student Services shall have ten (10) days to respond to the complaint. Any settlement, withdrawal or disposition of a complaint at this informal stage shall not constitute a precedent in the settlement of similar complaints.

Step 2: If a grievance is not resolved informally at Step 1, a formal grievance may be filed with the Vice President of ~~Educational~~ Instruction and Student Services. The formal grievance shall be filed in writing with the Vice President of ~~Educational~~ Instruction and Student Services within ten (10) days from receipt of the Step 1 response. The Vice President of Educational Services shall conduct a meeting with the employee to discuss resolution of the grievance within ten (10) days following receipt of the grievance. At the meeting, the grievant shall present to the Vice President of Educational Services all information which is pertinent to the grievance and any other available information that the Vice President of Educational Services requests. The Vice President of Educational Services shall issue a written decision to the employee and the union within ten (10) days following the conclusion of this meeting.

Step 3: If the grievance is not resolved at Step 2, then within ten (10) days from receipt of

the response from the Vice President of Educational Services, the employee may submit the written grievance to the President of the College who shall issue a written decision to the employee within ten (10) days of receipt of the grievance.

Step 4: If the grievance is not resolved at step 3, then within ten (10) days from receipt of the response from the President, the employee may submit the written grievance to the Board of Trustees of the College. The Board shall issue a written decision to the employee within ten (10) days ~~of~~ after the next scheduled Board meeting after receipt of the grievance.

Step 5: Within ten (10) days after receipt of the Board's response, the union and the employee may file a written request for arbitration with the President. The written request for arbitration must be signed by the grievant and the union president.

7.4 Rules of Arbitration

A. Selection of the Arbitrator
If the union and the employer cannot agree upon an acceptable arbitrator, they shall forward a joint, written request to the ~~Federal Mediation and Conciliation Service~~ Montana Board of Personnel Appeals to provide a list of five arbitrators. Each party shall alternately strike a name from the list until only one name remains. The remaining person shall be designated as the arbitrator.

B. Fees and Expenses
The fees and expenses of the arbitrator shall be divided equally between the employer and the union. Each party shall bear the cost of preparing and presenting its own case. If either party orders a transcript, it shall allow the other party to copy the transcript by paying half the cost of the transcription.

C. Authority of the Arbitrator
The arbitrator shall neither add to, delete from, nor modify the terms of the agreement. Either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction. The arbitrator shall not have any authority to order any remedy which directly or indirectly grants reemployment beyond the current semester or quarter period. The remedy for any procedural defect resulting from actions or inaction of the employer shall be limited to curing the procedural defect. ~~and/or awarding compensatory damages~~. The Arbitration decision may be challenged in accordance with Montana law. ~~Within twenty (20) working days of receipt of the arbitrator's written award, either the union or employer shall have the right to initiate an action in the appropriate court for a declaratory judgment precluding enforcement of any arbitration award in the event of the existence of any of the following circumstances:~~

~~1. The arbitrator has exceeded his/her authority as circumscribed by this contract.~~
~~2. The arbitrator has assumed jurisdiction of matters not arbitrable.~~
~~3. The award is contrary to law or the terms of this agreement.~~

D. Arbitrability
In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act. The

arbitrator shall render a decision on any such issue before preceding with the substance of the case. Upon concluding that the arbitrator does not have jurisdiction to act, the arbitrator shall make no decision of the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time. Either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such a review is completed.

E. Effect of Decision

The decision or award of the arbitrator shall be final and binding upon the employer, the grievant, and the union, provided that either party may appeal a decision as provided for in paragraph C of this subsection.

F. Retroactivity

An arbitrator's award may or may not be retroactive as the equities of each case may justify, but in no case shall an award be retroactive to a date earlier than ten days before the date the grievance was initially filed or the date on which the act or omission occurred, whichever is later.

## 8.0 EFFECT OF AGREEMENT

8.1 Savings Clause

Should any portion of this agreement be determined unlawful, invalid, or unenforceable by operation of law or by any tribunal of competent jurisdiction (not to include the Board of Trustees or the Board of Regents), that portion of the agreement declared invalid shall be null and void; however, the rest of the agreement shall remain in full force and effect. Upon request of either party, negotiations regarding the portion of the agreement declared invalid shall commence at a mutually agreeable time.

8.2 Interim Amendment

Except as provided for in Section 8.1 each party hereby waives their right to insist that the other party bargain collectively during the life of this agreement with respect to any questions of wages, hours, fringe benefits, or other conditions of employment. This is the sole and complete agreement between the parties and supersedes any previous agreements, understandings, policies, and practices, oral or written, express or implied.

8.3 Changes in Agreement

Changes to this agreement may be negotiated at any time only upon mutual agreement of the parties to this agreement. Any agreed to changes shall be made effective upon any date agreed upon by both parties and shall expire upon the expiration of this agreement.

## 9.0 TERM OF AGREEMENT

9.1 Duration

This agreement shall be in effect from ~~July 1, 2011~~ July 1, 2016 and shall continue until and including ~~June 30, 2014,~~ June 30, 2019and shall be considered to be renewed from year to year

thereafter unless either party to this agreement notifies the other in writing of its intent to modify or terminate the agreement. Negotiations for a subsequent agreement shall begin on a mutually agreeable date. ~~The parties further agree that the contract shall be open beginning on March 1, 2013 for negotiations on salary and tuition waivers for the FY 2014 fiscal year.~~

**For the Employer:**

Jane A. Karas, President Date

Board Chair Date

**For the Union:**

Pete Hertlein, Union President Date

Union Representative Date

**ADDENDUM A**

~~Adjunct Faculty Pay Rates for FY 2013 Effective July 1, 2012 (This matrix was created by adding 3.% to the FY 12 matrix.)~~

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lecture~~ | ~~1~~ | ~~574.92~~ |
| | ~~2~~ | ~~1149.85~~ |
| | ~~3~~ | ~~1724.77~~ |
| | ~~4~~ | ~~2299.69~~ |
| | ~~5~~ | ~~2874.60~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lec/Lab Rate A (75% Lecture/ 25% Lab)~~ | ~~1~~ | ~~572.15~~ |
| | ~~2~~ | ~~1144.29~~ |
| | ~~3~~ | ~~1716.44~~ |
| | ~~4~~ | ~~2288.60~~ |
| | ~~5~~ | ~~2860.74~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lec/Lab Rate B (50% Lecture/ 50% Lab)~~ | ~~1~~ | ~~700.12~~ |
| | ~~2~~ | ~~1400.24~~ |
| | ~~3~~ | ~~2100.36~~ |
| | ~~4~~ | ~~2800.48~~ |
| | ~~5~~ | ~~3500.60~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lec/Lab RateC (25% Lecture/ 75% Lab)~~ | ~~1~~ | ~~762.87~~ |
| | ~~2~~ | ~~1525.74~~ |
| | ~~3~~ | ~~2288.61~~ |
| | ~~4~~ | ~~3051.48~~ |
| | ~~5~~ | ~~3814.35~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Activity/Lab only~~ | ~~1~~ | ~~758.55~~ |
| | ~~2~~ | ~~1517.12~~ |
| | ~~3~~ | ~~2275.68~~ |
| | ~~4~~ | ~~3034.25~~ |
| | ~~5~~ | ~~3792.80~~ |

## Calculating Lecture Hour Equivalents (LHE) for Compensation

Definitions:

- 1 contact hour = 50 minutes of time faculty spend with students engaged in credit earning activities
- 15 semester lecture contact hours = 1 credit hour
- 30 semester lab contact hours = 1 credit hour
- 45 semester clinical contact hours = 1 credit hour
- LHE = Lecture Hour Equivalent. This standardizes the number of lecture, lab, clinical and technical assisting hours performed by faculty. The course profile determines the hours for each class.

Table 1 – Conversion Factors

| | **Conversion factors** | |
|---|---|---|
| | 1 SEM=15 W | Weeks to semesters |
| | 1 CH = 50 min | Contact Hour to minutes |
| **Lecture (15:1)** | 1 CH = 1 LHE | |
| **Lab (30:1)** | 1 CH = .75 LHE | |
| **Clinical (45:1)** | 1 CH = .5 LHE | |
| **Technical Assistance** | 1 CH = .375 LHE | |

To calculate load:

For each assigned class:

1. Use course profile to determine the contact hours (CH).
2. Convert CH to LHE using the conversions in Table 1.
3. For each course, find the total LHE for the semester.

Example:

Example 1 – The course profile for Class X indicates 15 semester lecture hours and 60 semester lab hours. Then,

$$\left(15\frac{CH}{SEM} \times 1\frac{LHE}{CH} + 60\frac{CH}{SEM} \times 0.75\frac{LHE}{CH}\right) = 60\ LHE$$

Without units, this simplified to: $(15 \times 1) + (60 \times 0.75) = 60\ LHE$

**TERMS**: All applicable dates and formatting modified to negotiated contract status. Bargaining Table is open to any new items and/or subjects of bargaining until parties agree to close the table. The College reserves the right to change, delete, add to or otherwise modify any open item during bargaining.

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**FLATHEAD VALLEY COMMUNITY COLLEGE**
**BOARD OF TRUSTEES**

**and the**

**FEDERATION OF FLATHEAD VALLEY COMMUNITY COLLEGE**
**ADJUNCT FACULTY**
**MEA-MFT, AFT, NEA, AFL-CIO**

**~~July 1, 2011 through June 30, 2014~~ July 1, 2016 – June 30, 2019**

**UNION PACKAGE PROPOSAL – ~~MAY 23~~June 16, 2016**

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## 1.0 RECOGNITION

### 1.1 Parties to the Agreement

This agreement is entered into by the Board of Trustees of Flathead Valley Community College hereinafter referred to as the employer, and the Federation of Flathead Valley Community College Adjunct Faculty, affiliated with the ~~Montana Federation of Teachers,~~ MEA-MFT, AFT, NEA, AFL-CIO hereinafter referred to as the union.

### 1.3 Bargaining Unit Definition

The bargaining unit shall include all part-time teaching employees of Flathead Valley Community College excluding the following: early retirees as defined by Board Policy; full-time instructors; continuing education instructors (including ~~Elderhostel and~~ Glacier Institute instructors); contract training instructors; and visiting celebrity instructors with unique skills, reputation or qualifications, such as well-known entertainers, authors, business magnates and government and education officials; supervisors; managers (to include all administrative, exempt, and professional employees); and confidential personnel.

## 2.0 MANAGEMENT RIGHTS

### 2.1 Management Rights

The union and employees recognized the prerogative of the employer, subject to the terms of this agreement, to operate and manage its affairs and determine the structure, policies, and purposes of the College. Employer rights, in accordance with MCA 39-31-303, include but are not limited to the following:

1. directing employees;
2. hiring, promoting, transferring, assigning and retaining employees;
3. relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or nonproductive;
4. maintaining the efficiency of the employer's operations;
5. determining the methods, means, job classification, and personnel by which the employer's operations are to be conducted;
6. taking whatever actions may be necessary to carry out the missions of the employer in situations of emergency; and
7. establishing the methods and processes by which work is to be performed. ~~(39-31-303, MCA)~~

All rights and prerogatives of the employer which are not specifically limited or relinquished by the express language of this agreement shall be retained by the employer.

## 3.0 UNION RIGHTS

### 3.4 Information and Data

1. Upon written request of the union Executive Committee or its designee, the employer agrees to furnish the union with a copy of available documents which are public information and not of a privileged, confidential or personal nature. ~~such as: the college budget, board agendas and board minutes~~.

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~~2. It further agrees, w~~Within 15 business days after the first pay date of each semester, ~~to~~ the employer will provide the designated union officer ~~Executive Committee~~ a list of the available names and addresses of the bargaining unit employees teaching that semester and their projected pay for that semester. ~~The home addresses and phone numbers of said employees will also be provided if the employee has given that information to the FVCC Human Resources Office and granted HR written authorization to share it with the union.~~ The Union is responsible for providing the Human Resources office adjuncts' enrollment information to include: a complete list of names, dues, and fees amount to be withheld. Membership/Representation Fee forms will be turned in to the business office ten (10) days prior to the final pay period for each semester.

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~~3.~~2. Voluminous information shall be made available for inspection or will be provided for the cost of copying.

3.6 ~~Union Security~~ Professional Dues, Fees and Payroll Deductions

A. Dues Deduction Authorized
The College agrees to deduct from the pay of Association employees the dues and professional representation fees for MEA-MFT, AFT, NEA and the FVCC Adjunct Faculty upon receipt from the Union of authorization by each employee and as provided by law.

Beginning the first full term after the ratification of this agreement, each member of the bargaining unit shall be expected to exercise one (1) of the following ~~three (3)~~ two (2) options:

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1. become a member of the union and pay dues accordingly;
2. pay a representation fee determined by the union in accordance with case law to be the amount required for representation in collective bargaining matters;
3. ~~make a contribution of an amount equal to the representation fee to a charity selected by the union.~~

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As a condition of employment, all potential employees must agree in advance, in writing, to choose one of the ~~three (3)~~ two (2) options above. Those employees hired too late to submit advance notice of union participation will have ~~thirty (30)~~ ten (10) days from the date they sign their contract to select one of the above options.

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Grandfather: Charity Fee payers who worked during AY 2015-2016 have the option of remaining a charity fee payer through the term of this agreement.

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B. The employer shall deduct union dues~~, union~~ or the professional representation fee, or charity contribution (if grandfathered) from the final pay of the applicable course ~~wage~~ of each employee who has voluntarily authorized such deduction in writing. At the end of the semesters in August, December and May ~~T~~the employer shall deliver dues and representation fee monies to the treasurer of the union who shall acknowledge each receipt in writing. No later than ~~September~~ July 15 of each fiscal year, the union shall notify the employer of the name and mailing address of the treasurer who is to receive dues and representation fee monies and shall certify to the employer what rates are to be in effect for

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that academic year.

C. The union will indemnify and hold the employer harmless against any liability, and shall reimburse the employer for any expense which may arise as a result of the operation of this article.

## 4.0 NO STRIKE

### 4.1 No Strike/No Lockout

There shall be no picketing, strikes, slowdowns, work stoppages or other forms of concerted activity on the part of the union or employees ~~for any reason~~ during the term of this agreement. There shall be no lockout of employees by the employer during the term of this agreement.

## 5.0 EMPLOYEE RIGHTS AND WORKING CONDITIONS

### 5.1 Travel

With prior approval of the Vice-President of Instruction and Student Services, ~~E~~employees are eligible for reimbursement of approved travel expenses in accordance with Board Policy.

### 5.2 Payroll Deductions

Upon ~~proper written authorization of an~~ submission of appropriate form, ~~employee,~~ the employer will ~~implement the following optional~~ provide optional payroll deductions for items including, but not limited to up to two checking and/or two savings accounts; optional retirement plans; and other established deductions ~~: Credit unions, savings banks, savings bonds, personal retirement and investment programs, tax sheltered annuity programs and other deductions~~ approved by the employer. It is understood such payroll deductions are made solely for the employees' convenience and the employer assumes no liability as a result of this courtesy.

### ~~5.~~3 Nondiscrimination

Neither the employer, the union, nor any employee shall engage in unlawful discrimination. ~~discriminate on the basis of race, creed, religion, color or national origin or because of age, physical or mental handicap, marital status, or sex when the reasonable demands of the position do not require an age, physical or mental handicap, marital status or sex distinction.~~ Violations of this provision are not subject to the grievance procedure. Employees are encouraged to file complaints alleging unlawful discrimination with ~~the EEO/AA Officer~~ Human Resources prior to pursuing recourses available under state and federal law.

### 5.5 Rights to Representation

Employees are entitled to the presence of a representative during an investigatory interview which the employee reasonably believes may result in disciplinary action. Employees may choose their representatives as long as the representative of choice is ~~immediately~~ reasonably available.

### ~~*5.6 Office* Hours~~ (Move to 5.17 Academic Responsibility)

~~Adjunct faculty are not expected to maintain regular office hours but shall make themselves available before and/or after class or another mutually acceptable time to respond to student questions.~~

5.6 Unless otherwise specified the duration of an adjunct contract is one semester. The Vice-President will have the ability to consider the offer of an annual contract for an adjunct based on programmatic needs.

5.8 Class and Course Assignment

Employees shall receive information concerning their proposed teaching assignment for the next term no later than thirty (30) calendar days prior to the beginning of the term. Employees shall receive a contract formalizing the offer of employment at least twenty-one (21) calendar days prior to the beginning of the term. However, it is recognized that the employer cannot always predict in advance all of the courses which may need to be offered through adjunct faculty. Nothing herein precludes the employer from requesting an employee to take on unanticipated assignments without providing the preferred advance notice. Such requests will be made as soon as practical after the employer determines the need for an additional course. ~~The time lines specified above shall be adhered to by the Lincoln County Campus (LCC) to the extent practical but is recognized that additional flexibility is needed at LCC because of its small size and developing nature.~~

~~Curriculum development responsibilities are those related to the goals and objectives stated in the course description form. This would include any revisions to the course description form taught by individual faculty, as well as changes to goals and objectives that are required as a result of institutional effectiveness and/or self-study.~~

5.9 Course Cancellation

After the receipt of an employment contract, employees shall not have their assignment changed except by mutual agreement unless the class is cancelled because of low enrollments or inadequate funds, or unless the course is reassigned to a full-time faculty member with less than a full-time workload. ~~Typically, a class will not be cancelled until it meets at least one time~~ Classes with low enrollment are typically cancelled one week before the first day of the semester. The Vice-President determines what constitutes low-enrollment. ~~Employees are expected to attend the first class meeting unless otherwise notified. Employees who do not receive notification of the cancellation of a course due to low enrollment more than seven calendar days before the first class shall receive a stipend of $30.00.~~ Employees whose course is reassigned to a full-time faculty member shall receive a stipend of ~~$50.00~~ ~~75.00~~ $150.00. Cancelled courses that are necessary for graduation or certificate will be offered as Directed Study.

Note: Keep at $75 Not necessary, already do it

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5.10 Evaluation of Employees

The employer is responsible for the evaluation of bargaining unit employees. Methods of evaluation include but are not limited to student evaluations and administrative evaluations. Employees may request an evaluation at any time; however, the employee must request the evaluation in writing at least three (3) weeks prior to the end of his/her class(es). ~~Evaluations are not subject to the grievance procedure.~~ Employees may request a meeting with the appropriate administrator to discuss their evaluation and such requests will be honored. Evaluations are not subject to the grievance procedure.

5.13 Tuition Waivers for Employees

Employees are eligible for a tuition waiver equal to the amount of credits taught during the current semester. Employees may choose to either use the waiver or delegate it to a spouse or dependent

(IRS definition) to be used during the current semester or the immediately following semester. Credits are not accumulative, may not be split, and can be used only by one student per semester. who taught a course for FVCC during the immediately preceding academic year or are teaching during the current semester may enroll in regular college courses at FVCC with tTuition is waived on a space available basis after all other paying students have had an opportunity to register providing said courses do not conflict with academic responsibilities. Tuition will be waived for the employee during the current semester, the following semester or any one semester during the following academic year.

Spouses and children of adjuncts may enroll in regular college courses at FVCC with a tuition waiver on a space available basis after all other paying students have had an opportunity to register and the adjunct faculty members has taught 100 credits cumulatively.

Building fees, lab fees and mandatory course fees cannot be waived.

Tuition will also be waived for enrollment in designated Continuing Education courses which already have sufficient enrollments to cover the course costs. Tuition waivers for Continuing Education classes do not include workshops or seminars offered through the Business and Professional Development Program.

5.14 Just Cause

Employees have the right to serve their specified term of appointment and may be disciplined and discharged during that term only for just cause. The term of appointment for adjunct faculty is the length of the class assignment and may not extend beyond one quarter or one semester. It is understood that the canceling of a class because of low enrollments or inadequate funds, or reassigning a course to a full-time instructor to bring full-time instructors up to a full-time teaching load shall not be construed as a violation of this provision.

5.15 Consideration for Early Childhood Center usage.

Adjunct faculty may apply for enrollment of dependents for employees will be included in any consideration given to FVCC employees for use of the Early Childhood Center.

5.16 Academic Freedom

The institution maintains an atmosphere in which intellectual freedom and independence exist. Faculty and students are free to examine and test all knowledge appropriate to their discipline or area of major study as judged by the academic/educational community in general.

5.17 Academic Responsibility

The Board, the Administration, and the Association agree that accepting and assuming an adjunct faculty position at Flathead Valley Community College includes the following responsibilities:

A. To maintain professional competence and keep professional knowledge current by continuous reading, research, etc.

B. To perform fully and faithfully the duties of a college faculty member:

1. To meet faithfully all assigned classes and to make alternative arrangements for the class when absence is unavoidable. Such arrangements shall be reported to the Director of Educational Services
2. To be available on a regular basis to students for guidance on matters regarding their classroom activities, through adherence to a schedule of regular hours to meet with students. Availability times shall be published on each course's syllabus. Exceptions shall be reported to and approved by the Director of Educational Services.
3. To teach each class according to the highest professional standards.
4. To evaluate students based on their academic performance, post grades for students throughout the semester on a regular basis, and post final grades by the Monday following finals week.
5. To present the subject matter in the course and to teach within the guidelines of the course syllabus.
6. To improve, update, enrich, and revise up to two courses periodically to keep them current.
7. To participate in ~~four~~ Orientation and one (1) department meetings ~~and/or~~ professional development per semester. These will be ~~determined at the start of each semester by the Director of Education Services and may be conducted via technology when suitable.~~

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## 6.0 COMPENSATION

### 6.1 Pay Rates

Pay rates for adjunct faculty during the ~~2011-2013~~ 2017-2019 fiscal ~~academic~~ years shall be in accordance with the schedule found on the last pages of this agreement.

SALARY - Convert to LHE model and implement one of the two options below:

1. Retroactive: $40.00 LHE 2015-2016
   4% 2016-2017
   4% 2017-2018

2. NO Retroactive: $41.66 LHE 2015-2016
   4% 2016-2017
   4% 2016-2017

2016-17
17-18
18-19

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~~6.2 Sick Leave~~

~~Sick leave is a leave of absence with pay resulting from an illness suffered by an employee, his/her spouse or dependent child(ren). Sick leave may also be used for maternity-related leave. The employer may require a doctor's statement to substantiate the need for sick leave usage. Employees should provide the employer with as much advance notice as possible of the need for sick leave usage and must notify the employer of sick leave usage at least three hours prior to commencement of class. Unused sick leave is lost. It has no cash value and may not accumulate from one semester to another. It is understood that the leave benefits contained herein have been negotiated in lieu of statutory leave benefits.~~

~~Adjunct faculty shall be eligible for sick leave of one hour of sick leave entitlement per semester for each one credit assignment plus one hour per semester per each course taught.~~

6.4 ~~Independent Study, Directed Study,~~ Special Courses

In the case of special courses and other matters needing time during regular working hours, members are compensated based on expected level of effort, which is then converted into the standard load of LHE and ultimately expressed as $^{FTEF}/_{SEM}$. This section outlines special courses and gives the conversion factors needed to calculate standard load.

**Independent or Directed Study**: Student may earn credit for studying subjects outside of standard courses with the guidance of faculty. Independent study covers subjects that are not in the course catalog. Directed study covers courses that are in the catalog. In both cases, the burden of learning is on the student more than the teacher. But the faculty member is still responsible for monitor and assessing progress. If a member is asked by the Vice President to supervise an independent or directed study, the course profile is used to determine contact hours and an LHE conversion of 1/3rd is applied. If no course profile exists, then credit hours earned by the student will be used to determine contact hours following the standard definitions. With contact hours determined, the same LHE conversion will be used to determine load.

$$1\ CH = 0.333\ LHE$$

**Classes with non-standard Course profile**: If a class has a course profile that list hours that do not fit the definition of a contact hour (CH), then the member and the Vice President of instruction need to mutually agree on the actual hours needed to run that class and the calculation for technical assistance in section 10.500 will be used to determine load.

$$1\ H = 0.375\ LHE$$

**Example 1 Independent Study:** Member monitors a student earning 2 credit hours in a course not offered in the catalog.

$$2\frac{Credit}{SEM} \times 15\frac{CH}{Credit} \times 0.333\frac{LHE}{CH} \times \frac{1}{225}\frac{FTEF}{LHE} = 0.044\frac{FTEF}{SEM}$$

**Example 2 Directed Study:** Member has a student in directed study. The course profile lists 30 lecture contact hours.

$$30\frac{CH}{SEM} \times 0.333\frac{LHE}{CH} \times \frac{1}{225}\frac{FTEF}{LHE} = 0.044\frac{FTEF}{SEM}$$

**Example 3 Non-Standard Course:** Member and VP agree that it takes 10 actual hours per week to monitor, aid and assess students.

$$10\frac{H}{Week} \times 15\frac{Week}{SEM} \times 0.375\frac{LHE}{H} \times \frac{1}{225}\frac{FTEF}{LHE} = 0.25\frac{FTEF}{SEM}$$

~~When an employee is asked by the administration to supervise an independent study, directed study or special course, the employee will be compensated on the following basis:~~

~~Number of students multiplied by the number of credits multiplied by 1/15 of the base (one credit)~~

~~rate of pay assigned to the class in question.~~

~~Example:~~
~~Number of students multiplied by number of credits multiplied by 1/15 of current rate of pay.~~
~~It is understood that these activities are intended to compensate an instructor for an activity where the enrollment will be small. The administration will establish the minimum and maximum number of students allowable for independent study, directed study and special course activities.~~

6.5 Committees (Move to Article 5.17. B. 7)

~~Participation on committees or in college sponsored in-service training, when approved by the Vice President of Educational Services, or his/her designee, will be compensated at the following rates: Note: this rate change will NOT be retroactive, but will be effective as of date of signed agreement.~~

~~$30.00 for fewer than two hours;~~
~~$40.00for two or more, but fewer than four hours;~~
~~$55.00for four or more, but fewer than six hours;~~
~~$70.00for six or more hours per day.~~

~~In requesting payment for participation on committees or in college sponsored in-service training, a faculty member shall complete and sign a payroll authorization form adopted by the College. The form must be submitted to the Vice President of Educational Services, or his/her designee, monthly for approval before it will be processed for payment by the human resources department. A copy of the completed form shall be provided to the faculty member.~~

6.5 Extra Duty Assignments

Employees who are assigned non-instructional extra duty assignments by the Director of Educational Services, which are in excess of normal professional responsibilities and extend beyond normal work day or work year, will be provided extra compensation upon approval by the Vice-President. Employees shall have the right to refuse non-instructional extra duty assignments. Rate of compensation for such extra duty assignments shall be agreed upon between the employee and the Director of Educational Services and must be approved by the Vice-President prior to the work being performed. If an extra duty assignment is cancelled prior to completion, the employee will be paid a pro-rated amount for work performed.

6.6 ~~Pay Rates for~~ Distance Education

1. Employees who have received prior approval by the Vice President of Instruction and Student Services may enroll in the four credit course *Teaching Online Courses* and the six credit course *Developing Online Courses*. A course will be offered each semester. Employees will pay fees for enrolling in the course per the provisions of the Collective Bargaining Agreement. Successful completion of the course includes the development or conversion of a face to face course to an online or hybrid course that will become part of the FVCC online course bank. The developed course will be the intellectual property of Flathead Valley Community College. Multiple sections of a course are not eligible for independent funding. Upon approval of the developed course by the E-Learning Committee and the Vice-President, the faculty member will be compensated according to the following schedule:

| Development of course to online | | | Conversion of course to/from hybrid | |
|---|---|---|---|---|
| 1 credit | $233 | | 1 credit | $115 |
| 2 credits | $466 | | 2 credits | $233 |
| 3 credits | $700 | | 3 credits | $350 |
| 4 credits | $825 | | 4 credits | $412 |
| 5+ credits | $950 | | 5+ credits | $475 |

2. Employees, with prior approval of the Vice-President of Instruction and Student Services, may develop online courses without taking *Teaching Online Courses or Developing Online Courses.* Upon approval of the developed course by the E-Learning Committee and the Vice-President, the faculty member would be eligible for the stipends as listed above.

3. Definitions:

"Online course" refers to a class offered over the internet. These classes may have a face-to-face testing component. "Hybrid course" refers to classes that have at least 67% of the course offered over the internet and 33% or less requiring classroom attendance. "ITV courses" refers to courses offered over interactive television.

6.7 Teaching via Distance Education

1. Employees, who have developed a course or who are interested in teaching a previously developed course from the FVCC online course bank, may enroll in the four credit course *Teaching an Online Course* with prior approval of the Vice-President of Instruction and Student Services. Employees who successfully complete both *Teaching an Online Course (4 credits)* and *Developing Online Courses (6 credits)* and will receive $1,100 stipend effective the first term the online or hybrid course (of at least 3 credits) is taught.

2. Employees teaching via ITV for the first time will receive an additional $300. Subsequent teaching via distance ITV will receive no additional compensation beyond the established schedule.

3. Employees teaching via online for the first time will receive a $500 stipend. Subsequent teaching via online will receive no additional compensation beyond the established schedule.

4. Online, hybrid and ITV courses will count as part of the employee teaching load in the same manner that face-to-face classes count toward the teaching load.

5. Course enrollment maximums for face-to-face courses will be applied to online and ITV courses.

~~Development of Distance Education Courses~~

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~~1. Faculty who have received prior approval by the Vice President may receive funding to develop a new course or adapt an existing course for delivery online. Multiple sections of a course are not eligible for independent funding. Compensation, based on~~

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~~prior authorization and final approval of the product by the Vice President, will be compensated as follows:~~

~~a. 3 credits $700~~
~~b. 4 credits $825~~
~~c. 5 credits or more $950~~

~~2. The College shall provide appropriate, pre-approved training to a faculty member assigned to teach on-line. The training must be completed prior to the beginning of the online course.~~

~~**Teaching via Distance Education**~~

~~3. Faculty teaching via distance technology (online or ITV) for the first time will be compensated an additional $300 via ITV or $500 via online. Under this provision, a faculty member may earn a maximum $500 for teaching online, and an additional $300 for teaching ITV. Subsequent teaching via distance technology will receive no additional compensation beyond the established schedule.~~

~~4. The teaching of online courses will be compensated on the following basis:~~

~~a. For enrollment of less than 10: number of students multiplied by the number of credits, multiplied by the hourly rate paid for a lecture course.~~
~~b. For enrollments of 10 or more: full course compensation per the established schedule.~~
~~c. Course enrollment for the first time that a faculty member teaches online shall be capped at 25 students. Thereafter, the maximums for face-to-face courses will be applied to online courses.~~

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## 7.0 GRIEVANCE PROCEDURE

### 7.1 Grievance Definition

A grievance is defined as an allegation by an employee that there has been a violation or misinterpretation of a provision of this agreement.

### 7.2 Rules of Grievance Processing

a. Timeframes: References to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days which are not designated as holidays. Time limits specified herein may be extended by mutual agreement of the parties at that step of the procedure. Any grievance which is not filed or advanced within the time limits provided for herein shall be deemed to have been resolved by the decision at the prior step and is without further recourse. Any grievance not responded to by the employer within the time limits provided may be advanced to the next step of the procedure.
b. Alternative Procedures: The grievance procedure set forth in this agreement is the sole and exclusive remedy for employee complaints unless otherwise expressly provided herein.

c. Written Grievances: Grievances presented in writing at Steps 2, 3, and 4 shall include the following specific information: a complete statement of the grievance including the facts upon

which the grievance is based, dates the alleged grievance occurred and the specific contract provision allegedly violated, names of witnesses having knowledge of relevant facts, and specific remedy requested. The grievance shall be dated and signed by the employee grievant. Copies of relevant documents shall be attached to the grievance. If the required information is not provided, the grievance shall be returned to the employee who shall have ten (10) days to supply the required information or the grievance shall be dismissed as invalid and may not be pursued any further.

d. Union Representation: The employee grievant may at his/her discretion be represented by the union at any step of the grievance procedure.

e. Notification Requirements: Unless otherwise provided, where notice is required to be given, it shall be sufficient:
   - in the case of a Member, for notification to be sent by certified mail to the address on file in the Human Resources Office;
   - in the case of the Union, for notification to be sent by certified mail to the addresses on file in the Human Resources Office for two members of the Adjunct Faculty Union Executive Committee;
   - in the case of the Board, the College or the Administration, for notification to be sent by certified mail to the Office of the President, 777 Grandview Drive, Kalispell, MT 59901

f. Election of remedies: The grievant and the exclusive representative may have the grievance or disputed interpretation of the agreement resolved either by final and binding arbitration or by any other available legal method and forum, but not by both. After a grievance has been submitted to arbitration, the grievant and the exclusive representative waive any right to pursue against the College, or its agents, an action or complaint arising from the same facts supporting the grievance. If a grievant or the exclusive representative files a complaint or other action against the College, or its agents, arbitration over the same dispute may not be filed or pursued under this Agreement.

7.3 Procedures for Filing Grievances

All grievances must be filed within fifteen (15) days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance.

Step 1: Any employee may present and discuss any complaint with the Vice President of ~~Educational Services~~Instruction and Student Services, with or without a representative of the union, with the intent of resolving the complaint informally. The Vice President of ~~Educational~~ Instruction and Student Services shall have ten (10) days to respond to the complaint. Any settlement, withdrawal or disposition of a complaint at this informal stage shall not constitute a precedent in the settlement of similar complaints.

Step 2: If a grievance is not resolved informally at Step 1, a formal grievance may be filed with the Vice President of ~~Educational~~ Instruction and Student Services. The formal grievance shall be filed in writing with the Vice President of ~~Educational~~ Instruction and Student Services within ten (10) days from receipt of the Step 1 response. The Vice President of Educational Services shall conduct a meeting with the employee to discuss resolution of the grievance within ten (10) days following receipt of the grievance. At the meeting, the grievant shall present to the Vice President of Educational Services all information which is pertinent to the

grievance and any other available information that the Vice President of Educational Services requests. The Vice President of Educational Services shall issue a written decision to the employee and the union within ten (10) days following the conclusion of this meeting.

Step 3: If the grievance is not resolved at Step 2, then within ten (10) days from receipt of the response from the Vice President of Educational Services, the employee may submit the written grievance to the President of the College who shall issue a written decision to the employee within ten (10) days of receipt of the grievance.

Step 4: If the grievance is not resolved at step 3, then within ten (10) days from receipt of the response from the President, the employee may submit the written grievance to the Board of Trustees of the College. The Board shall issue a written decision to the employee within ten (10) days ~~of~~ after the next scheduled Board meeting after receipt of the grievance.

Step 5: Within ten (10) days after receipt of the Board's response, the union and the employee may file a written request for arbitration with the President. The written request for arbitration must be signed by the grievant and the union president.

7.4 Rules of Arbitration

A. Selection of the Arbitrator
If the union and the employer cannot agree upon an acceptable arbitrator, they shall forward a joint, written request to the ~~Federal Mediation and Conciliation Service~~ Montana Board of Personnel Appeals to provide a list of five arbitrators. Each party shall alternately strike a name from the list until only one name remains. The remaining person shall be designated as the arbitrator.

B. Fees and Expenses
The fees and expenses of the arbitrator shall be divided equally between the employer and the union. Each party shall bear the cost of preparing and presenting its own case. If either party orders a transcript, it shall allow the other party to copy the transcript by paying half the cost of the transcription.

C. Authority of the Arbitrator
The arbitrator shall neither add to, delete from, nor modify the terms of the agreement. Either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction. The arbitrator shall not have any authority to order any remedy which directly or indirectly grants reemployment beyond the current semester or quarter period. The remedy for any procedural defect resulting from actions or inaction of the employer shall be limited to curing the procedural defect. ~~and/or awarding compensatory damages.~~ The Arbitration decision may be challenged in accordance with Montana law. ~~Within twenty (20) working days of receipt of the arbitrator's written award, either the union or employer shall have the right to initiate an action in the appropriate court for a declaratory judgment precluding enforcement of any arbitration award in the event of the existence of any of the following circumstances:~~

~~1. The arbitrator has exceeded his/her authority as circumscribed by this contract.~~
~~2. The arbitrator has assumed jurisdiction of matters not arbitrable.~~
~~3. The award is contrary to law or the terms of this agreement.~~

D. Arbitrability
In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act. The arbitrator shall render a decision on any such issue before preceding with the substance of the case. Upon concluding that the arbitrator does not have jurisdiction to act, the arbitrator shall make no decision of the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time. Either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such a review is completed.

E. Effect of Decision
The decision or award of the arbitrator shall be final and binding upon the employer, the grievant, and the union, provided that either party may appeal a decision as provided for in paragraph C of this subsection.

F. Retroactivity
An arbitrator's award may or may not be retroactive as the equities of each case may justify, but in no case shall an award be retroactive to a date earlier than ten days before the date the grievance was initially filed or the date on which the act or omission occurred, whichever is later.

## 8.0 EFFECT OF AGREEMENT

### 8.1 Savings Clause

Should any portion of this agreement be determined unlawful, invalid, or unenforceable by operation of law or by any tribunal of competent jurisdiction (not to include the Board of Trustees or the Board of Regents), that portion of the agreement declared invalid shall be null and void; however, the rest of the agreement shall remain in full force and effect. Upon request of either party, negotiations regarding the portion of the agreement declared invalid shall commence at a mutually agreeable time.

### 8.2 Interim Amendment

Except as provided for in Section 8.1 each party hereby waives their right to insist that the other party bargain collectively during the life of this agreement with respect to any questions of wages, hours, fringe benefits, or other conditions of employment. This is the sole and complete agreement between the parties and supersedes any previous agreements, understandings, policies, and practices, oral or written, express or implied.

### 8.3 Changes in Agreement

Changes to this agreement may be negotiated at any time only upon mutual agreement of the parties to this agreement. Any agreed to changes shall be made effective upon any date agreed upon by both parties and shall expire upon the expiration of this agreement.

## 9.0 TERM OF AGREEMENT

9.1 Duration

This agreement shall be in effect from ~~July 1, 2011~~ July 1, 2016 and shall continue until and including ~~June 30, 2014,~~ June 30, 2019 and shall be considered to be renewed from year to year thereafter unless either party to this agreement notifies the other in writing of its intent to modify or terminate the agreement. Negotiations for a subsequent agreement shall begin on a mutually agreeable date. ~~The parties further agree that the contract shall be open beginning on March 1, 2013 for negotiations on salary and tuition waivers for the FY 2014 fiscal year.~~

| **For the Employer:** | | **For the Union:** | |
|---|---|---|---|
| Jane A. Karas, President | Date | Pete Hertlein, Union President | Date |
| Board Chair | Date | Union Representative | Date |

~~ADDENDUM A~~

~~Adjunct Faculty~~
~~Pay Rates for FY~~
~~2013~~
~~Effective July 1, 2012~~
~~(This matrix was created by~~
~~adding 3.% to the FY-12~~
~~matrix.)~~

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lecture~~ | ~~1~~ | ~~574.92~~ |
| | ~~2~~ | ~~1149.85~~ |
| | ~~3~~ | ~~1724.77~~ |
| | ~~4~~ | ~~2299.69~~ |
| | ~~5~~ | ~~2874.60~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lec/Lab Rate A~~ | ~~1~~ | ~~572.15~~ |
| ~~(75% Lecture/~~ | ~~2~~ | ~~1144.29~~ |
| ~~25% Lab)~~ | ~~3~~ | ~~1716.44~~ |
| | ~~4~~ | ~~2288.60~~ |
| | ~~5~~ | ~~2860.74~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lec/Lab Rate B~~ | ~~1~~ | ~~700.12~~ |
| ~~(50% Lecture/~~ | ~~2~~ | ~~1400.24~~ |
| ~~50% Lab)~~ | ~~3~~ | ~~2100.36~~ |
| | ~~4~~ | ~~2800.48~~ |
| | ~~5~~ | ~~3500.60~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lec/Lab RateC~~ | ~~1~~ | ~~762.87~~ |
| ~~(25% Lecture/~~ | ~~2~~ | ~~1525.74~~ |
| ~~75% Lab)~~ | ~~3~~ | ~~2288.61~~ |
| | ~~4~~ | ~~3051.48~~ |
| | ~~5~~ | ~~3814.35~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Activity/Lab only~~ | ~~1~~ | ~~758.55~~ |
| | ~~2~~ | ~~1517.12~~ |
| | ~~3~~ | ~~2275.68~~ |
| | ~~4~~ | ~~3034.25~~ |
| | ~~5~~ | ~~3792.80~~ |

**TERMS**: All applicable dates and formatting modified to negotiated contract status. Bargaining Table is open to any new items and/or subjects of bargaining until parties agree to close the table. The College reserves the right to change, delete, add to or otherwise modify any open item during bargaining.

B 6.4

Calculating Lecture Hour Equivalents (LHE) for Compensation

Definitions:

- 1 contact hour = 50 minutes of time faculty spend with students engaged in credit earning activities
- 15 semester lecture contact hours = 1 credit hour
- 30 semester lab contact hours = 1 credit hour
- 45 semester clinical contact hours = 1 credit hour
- LHE = Lecture Hour Equivalent. This standardizes the number of lecture, lab, clinical and technical assisting hours performed by faculty. The course profile determines the hours for each class.

Table 1 – Conversion Factors

| | Conversion factors | |
|---|---|---|
| | 1 SEM=15 W | Weeks to semesters |
| | 1 CH = 50 min | Contact Hour to minutes |
| Lecture (15:1) | 1 CH = 1 LHE | |
| Lab (30:1) | 1 CH = .75 LHE | |
| Clinical (45:1) | 1 CH = .5 LHE | |
| Technical Assistance | 1 CH = .375 LHE | |

To calculate load:

For each assigned class:

1. Use course profile to determine the contact hours (CH).
2. Convert CH to LHE using the conversions in Table 1.
3. For each course, find the total LHE for the semester.

Example:

Example 1 – The course profile for Class X indicates 15 semester lecture hours and 60 semester lab hours. Then,

$$\left(15\frac{CH}{SEM} \times 1\frac{LHE}{CH} + 60\frac{CH}{SEM} \times 0.75\frac{LHE}{CH}\right) = 60\ LHE$$

Without units, this simplified to

$$(15 \times 1) + (60 \times 0.75) = 60\ LHE$$

$ LHE = $39.25

1.5% $40.10 1.5% $40.70

| | | | | | | | 2016-17 | | | | 2017-18 | | | | | 2018-19 | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Fall | Type | Credits | Semester Lecture Hours | Semester Lab Hours | LHE | # of classes | Current Pay | $39.5/LHE | increase per class | total increase | % increase | $40.50/LHE | increase per class | total increase | % increase | $41.0/LHE | increase per class | total increase | % increase | Total Increase in Three Years |
| | A (129) | 1 | 15 | | 15 | 11 | $ 574.92 | $ 592.50 | $ 17.58 | $ 193.38 | 3.1% | $ 607.50 | $ 15.00 | $ 165.00 | 2.5% | $ 622.50 | $ 15.00 | $ 165.00 | 2.5% | 8% |
| | | 2 | 30 | | 30 | 13 | $ 1,149.84 | $ 1,185.00 | $ 35.16 | $ 457.08 | 3.1% | $ 1,215.00 | $ 30.00 | $ 390.00 | 2.5% | $ 1,245.00 | $ 30.00 | $ 390.00 | 2.5% | 8% |
| | | 3 | 45 | | 45 | 102 | $ 1,724.76 | $ 1,777.50 | $ 52.74 | $ 5,379.48 | 3.1% | $ 1,822.50 | $ 45.00 | $ 4,590.00 | 2.5% | $ 1,867.50 | $ 45.00 | $ 4,590.00 | 2.5% | 8% |
| | | 4 | 60 | | 60 | 26 | $ 2,299.68 | $ 2,370.00 | $ 70.32 | $ 1,828.32 | 3.1% | $ 2,430.00 | $ 60.00 | $ 1,560.00 | 2.5% | $ 2,490.00 | $ 60.00 | $ 1,560.00 | 2.5% | 8% |
| | | 5 | 75 | | 75 | 3 | $ 2,874.60 | $ 2,962.50 | $ 87.90 | $ 263.70 | 3.1% | $ 3,037.50 | $ 75.00 | $ 225.00 | 2.5% | $ 3,112.50 | $ 75.00 | $ 225.00 | 2.5% | 8% |
| | B (43) | 3 | 30 | 30 | 52.5 | 13 | $ 1,716.44 | $ 2,073.75 | $ 357.31 | $ 4,645.03 | 20.8% | $ 2,126.25 | $ 52.50 | $ 682.50 | 2.5% | $ 2,178.75 | $ 52.50 | $ 682.50 | 2.5% | 27% |
| | | 4 | 45 | 30 | 67.5 | 19 | $ 2,288.60 | $ 2,666.25 | $ 377.65 | $ 7,175.35 | 16.5% | $ 2,733.75 | $ 67.50 | $ 1,282.50 | 2.5% | $ 2,801.25 | $ 67.50 | $ 1,282.50 | 2.5% | 22% |
| | | 5 | 45 | 60 | 90 | 2 | $ 2,860.74 | $ 3,555.00 | $ 694.26 | $ 1,388.52 | 24.3% | $ 3,645.00 | $ 90.00 | $ 180.00 | 2.5% | $ 3,735.00 | $ 90.00 | $ 180.00 | 2.5% | 31% |
| | | 5 | 60 | 30 | 82.5 | 2 | $ 2,860.74 | $ 3,258.75 | $ 398.01 | $ 796.02 | 13.9% | $ 3,341.25 | $ 82.50 | $ 165.00 | 2.5% | $ 3,423.75 | $ 82.50 | $ 165.00 | 2.5% | 20% |
| | C (12) | 1 | 7.5 | 15 | 18.8 | 3 | $ 700.12 | $ 740.63 | $ 40.51 | $ 121.52 | 5.8% | $ 759.38 | $ 18.75 | $ 56.25 | 2.5% | $ 778.13 | $ 18.75 | $ 56.25 | 2.5% | 11% |
| | | 2 | 15 | 30 | 37.5 | 3 | $ 1,400.24 | $ 1,481.25 | $ 81.01 | $ 243.03 | 5.8% | $ 1,518.75 | $ 37.50 | $ 112.50 | 2.5% | $ 1,556.25 | $ 37.50 | $ 112.50 | 2.5% | 11% |
| | | 3 | 22.5 | 45 | 56.3 | 0 | $ 2,100.36 | $ 2,221.88 | $ 121.52 | $ - | 5.8% | $ 2,278.13 | $ 56.25 | $ - | 2.5% | $ 2,334.38 | $ 56.25 | $ - | 2.5% | 11% |
| | | 4 | 30 | 60 | 75 | 2 | $ 2,800.48 | $ 2,962.50 | $ 162.02 | $ 324.04 | 5.8% | $ 3,037.50 | $ 75.00 | $ 150.00 | 2.5% | $ 3,112.50 | $ 75.00 | $ 150.00 | 2.5% | 11% |
| | D (16) | 2 | 7.5 | 45 | 41.3 | 0 | $ 1,525.74 | $ 1,629.38 | $ 103.64 | $ - | 6.8% | $ 1,670.63 | $ 41.25 | $ - | 2.5% | $ 1,711.88 | $ 41.25 | $ - | 2.5% | 12% |
| | | 3 | 15 | 60 | 60 | 9 | $ 2,288.61 | $ 2,370.00 | $ 81.39 | $ 732.51 | 3.6% | $ 2,430.00 | $ 60.00 | $ 540.00 | 2.5% | $ 2,490.00 | $ 60.00 | $ 540.00 | 2.5% | 9% |
| | | 5 | 15 | 90 | 82.5 | 3 | $ 3,051.48 | $ 3,258.75 | $ 207.27 | $ 621.81 | 6.8% | $ 3,341.25 | $ 82.50 | $ 247.50 | 2.5% | $ 3,423.75 | $ 82.50 | $ 247.50 | 2.5% | 12% |
| | | 5 | 30 | 90 | 97.5 | 2 | $ 3,814.25 | $ 3,851.25 | $ 37.00 | $ 74.00 | 1.0% | $ 3,948.75 | $ 97.50 | $ 195.00 | 2.5% | $ 4,046.25 | $ 97.50 | $ 195.00 | 2.5% | 6% |
| | E (31) | 1 | 0 | 30 | 22.5 | 21 | $ 758.55 | $ 888.75 | $ 130.20 | $ 2,734.20 | 17.2% | $ 911.25 | $ 22.50 | $ 472.50 | 2.5% | $ 933.75 | $ 22.50 | $ 472.50 | 2.5% | 23% |
| | | 2.25 | 0 | 67.5 | 50.6 | 0 | $ 1,706.76 | $ 1,999.69 | $ 292.93 | $ - | 17.2% | $ 2,050.31 | $ 50.63 | $ - | 2.5% | $ 2,100.94 | $ 50.63 | $ - | 2.5% | 23% |
| | | 3 | 0 | 90 | 67.5 | 0 | $ 2,275.68 | $ 2,666.25 | $ 390.57 | $ - | 17.2% | $ 2,733.75 | $ 67.50 | $ - | 2.5% | $ 2,801.25 | $ 67.50 | $ - | 2.5% | 23% |
| | Total Fall | | | | | 234 | | | | $ 26,977.99 | 8% average | | | $ 11,013.75 | | | | $ 11,013.75 | | |
| Spring | Type | Credits | Semester Lecture Hours | Semester Lab Hours | LHE | # of classes | Current Pay | $39.5/LHE | Increase per class | total increase | % increase | $40.50/LHE | Increase per class | total increase | % Increase | $41.0/LHE | increase per class | total increase | % increase | |
| | A (129) | 1 | 15 | | 15 | 10 | $ 574.92 | $ 592.50 | $ 17.58 | $ 175.80 | 3.1% | 607.5 | $ 15.00 | $ 150.00 | 2.5% | $ 622.50 | $ 15.00 | $ 150.00 | 2.5% | 8% |
| | | 2 | 30 | | 30 | 13 | $ 1,149.84 | $ 1,185.00 | $ 35.16 | $ 457.08 | 3.1% | 1215 | $ 30.00 | $ 390.00 | 2.5% | $ 1,245.00 | $ 30.00 | $ 390.00 | 2.5% | 8% |
| | | 3 | 45 | | 45 | 83 | $ 1,724.76 | $ 1,777.50 | $ 52.74 | $ 4,377.42 | 3.1% | 1822.5 | $ 45.00 | $ 3,735.00 | 2.5% | $ 1,867.50 | $ 45.00 | $ 3,735.00 | 2.5% | 8% |
| | | 4 | 60 | | 60 | 21 | $ 2,299.68 | $ 2,370.00 | $ 70.32 | $ 1,476.72 | 3.1% | 2430 | $ 60.00 | $ 1,260.00 | 2.5% | $ 2,490.00 | $ 60.00 | $ 1,260.00 | 2.5% | 8% |
| | | 5 | 75 | | 75 | 2 | $ 2,874.60 | $ 2,962.50 | $ 87.90 | $ 175.80 | 3.1% | 3037.5 | $ 75.00 | $ 150.00 | 2.5% | $ 3,112.50 | $ 75.00 | $ 150.00 | 2.5% | 8% |
| | B (43) | 3 | 30 | 30 | 52.5 | 21 | $ 1,716.44 | $ 2,073.75 | $ 357.31 | $ 7,503.51 | 20.8% | 2126.25 | $ 52.50 | $ 1,102.50 | 2.5% | $ 2,178.75 | $ 52.50 | $ 1,102.50 | 2.5% | 27% |
| | | 4 | 45 | 30 | 67.5 | 17 | $ 2,288.60 | $ 2,666.25 | $ 377.65 | $ 6,420.05 | 16.5% | 2733.75 | $ 67.50 | $ 1,147.50 | 2.5% | $ 2,801.25 | $ 67.50 | $ 1,147.50 | 2.5% | 22% |
| | | 5 | 45 | 60 | 90 | 4 | $ 2,860.74 | $ 3,555.00 | $ 694.26 | $ 2,777.04 | 24.3% | 3645 | $ 90.00 | $ 360.00 | 2.5% | $ 3,735.00 | $ 90.00 | $ 360.00 | 2.5% | 31% |
| | | 5 | 60 | 30 | 82.5 | 1 | $ 2,860.74 | $ 3,258.75 | $ 398.01 | $ 398.01 | 13.9% | 3341.25 | $ 82.50 | $ 82.50 | 2.5% | $ 3,423.75 | $ 82.50 | $ 82.50 | 2.5% | 20% |
| | C (12) | 1 | 7.5 | 15 | 18.8 | 5 | $ 700.12 | $ 740.63 | $ 40.51 | $ 202.53 | 5.8% | 759.375 | $ 18.75 | $ 93.75 | 2.5% | $ 778.13 | $ 18.75 | $ 93.75 | 2.5% | 11% |
| | | 2 | 15 | 30 | 37.5 | 2 | $ 1,400.24 | $ 1,481.25 | $ 81.01 | $ 162.02 | 5.8% | 1518.75 | $ 37.50 | $ 75.00 | 2.5% | $ 1,556.25 | $ 37.50 | $ 75.00 | 2.5% | 11% |
| | | 3 | 22.5 | 45 | 56.3 | 2 | $ 2,100.36 | $ 2,221.88 | $ 121.52 | $ 243.03 | 5.8% | 2278.125 | $ 56.25 | $ 112.50 | 2.5% | $ 2,334.38 | $ 56.25 | $ 112.50 | 2.5% | 11% |
| | | 4 | 30 | 60 | 75 | 2 | $ 2,800.48 | $ 2,962.50 | $ 162.02 | $ 324.04 | 5.8% | 3037.5 | $ 75.00 | $ 150.00 | 2.5% | $ 3,112.50 | $ 75.00 | $ 150.00 | 2.5% | 11% |
| | D (16) | 2 | 7.5 | 45 | 41.3 | 1 | $ 1,525.74 | $ 1,629.38 | $ 103.64 | $ 103.64 | 6.8% | 1670.625 | $ 41.25 | $ 41.25 | 2.5% | $ 1,711.88 | $ 41.25 | $ 41.25 | 2.5% | 12% |
| | | 3 | 15 | 60 | 60 | 12 | $ 2,288.61 | $ 2,370.00 | $ 81.39 | $ 976.68 | 3.6% | 2430 | $ 60.00 | $ 720.00 | 2.5% | $ 2,490.00 | $ 60.00 | $ 720.00 | 2.5% | 9% |
| | | 4 | 15 | 90 | 82.5 | 1 | $ 3,051.48 | $ 3,258.75 | $ 207.27 | $ 207.27 | 6.8% | 3341.25 | $ 82.50 | $ 82.50 | 2.5% | $ 3,423.75 | $ 82.50 | $ 82.50 | 2.5% | 12% |
| | | 5 | 30 | 90 | 97.5 | 2 | $ 3,814.25 | $ 3,851.25 | $ 37.00 | $ 74.00 | 1.0% | 3948.75 | $ 97.50 | $ 195.00 | 2.5% | $ 4,046.25 | $ 97.50 | $ 195.00 | 2.5% | 6% |
| | E (31) | 1 | 0 | 30 | 22.5 | 27 | $ 758.55 | $ 888.75 | $ 130.20 | $ 3,515.40 | 17.2% | 911.25 | $ 22.50 | $ 607.50 | 2.5% | $ 933.75 | $ 22.50 | $ 607.50 | 2.5% | 23% |
| | | 2.25 | 0 | 67.5 | 50.6 | 3 | $ 1,706.76 | $ 1,999.69 | $ 292.93 | $ 878.78 | 17.2% | 2050.3125 | $ 50.63 | $ 151.88 | 2.5% | $ 2,100.94 | $ 50.63 | $ 151.88 | 2.5% | 23% |
| | | 3 | 0 | 90 | 67.5 | 1 | $ 2,275.68 | $ 2,666.25 | $ 390.57 | $ 390.57 | 17.2% | 2733.75 | $ 67.50 | $ 67.50 | 2.5% | $ 2,801.25 | $ 67.50 | $ 67.50 | 2.5% | 23% |
| | Total Spring | | | | | 230 | | | | $ 30,839.38 | 8% average | | | $ 10,674.38 | | | | $ 10,674.38 | | |
| | Total Year | | | | | | | | | $ 57,817.37 | | | | $ 21,688.13 | | | | $ 21,688.13 | | $ 101,193.62 |

0.068185

8%

→ 6%

3yrs

3.1% INFLATION

| | | | | | | | 2016-17 | | | | 2017-18 | | | | 2018-19 | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Fall | Type | Credits | Semester Lecture Hours | Semester Lab Hours | LHE | # of classes | Current Pay | $40/LHE | increase per class | total increase | % increase | $42/LHE | increase per class | total increase | % increase | $43/LHE | increase per class | total increase | % increase | Total Increase in Three Years |
| | A (129) | 1 | 15 | | 15 | 11 | $ 574.92 | $ 600.00 | $ 25.08 | $ 275.88 | 4.4% | $ 630.00 | $ 30.00 | $ 330.00 | 5.0% | $ 645.00 | $ 15.00 | $ 165.00 | 2.4% | 12% |
| | | 2 | 30 | | 30 | 13 | $ 1,149.84 | $ 1,200.00 | $ 50.16 | $ 652.08 | 4.4% | $ 1,260.00 | $ 60.00 | $ 780.00 | 5.0% | $ 1,290.00 | $ 30.00 | $ 390.00 | 2.4% | 12% |
| | | 3 | 45 | | 45 | 102 | $ 1,724.76 | $ 1,800.00 | $ 75.24 | $ 7,674.48 | 4.4% | $ 1,890.00 | $ 90.00 | $ 9,180.00 | 5.0% | $ 1,935.00 | $ 45.00 | $ 4,590.00 | 2.4% | 12% |
| | | 4 | 60 | | 60 | 26 | $ 2,299.68 | $ 2,400.00 | $ 100.32 | $ 2,608.32 | 4.4% | $ 2,520.00 | $ 120.00 | $ 3,120.00 | 5.0% | $ 2,580.00 | $ 60.00 | $ 1,560.00 | 2.4% | 12% |
| | | 5 | 75 | | 75 | 3 | $ 2,874.60 | $ 3,000.00 | $ 125.40 | $ 376.20 | 4.4% | $ 3,150.00 | $ 150.00 | $ 450.00 | 5.0% | $ 3,225.00 | $ 75.00 | $ 225.00 | 2.4% | 12% |
| | B (43) | 3 | 30 | 30 | 52.5 | 13 | $ 1,716.44 | $ 2,100.00 | $ 383.56 | $ 4,986.28 | 22.3% | $ 2,205.00 | $ 105.00 | $ 1,365.00 | 5.0% | $ 2,257.50 | $ 52.50 | $ 682.50 | 2.4% | 32% |
| | | 4 | 45 | 30 | 67.5 | 19 | $ 2,288.60 | $ 2,700.00 | $ 411.40 | $ 7,816.60 | 18.0% | $ 2,835.00 | $ 135.00 | $ 2,565.00 | 5.0% | $ 2,902.50 | $ 67.50 | $ 1,282.50 | 2.4% | 27% |
| | | 5 | 45 | 60 | 90 | 2 | $ 2,860.74 | $ 3,600.00 | $ 739.26 | $ 1,478.52 | 25.8% | $ 3,780.00 | $ 180.00 | $ 360.00 | 5.0% | $ 3,870.00 | $ 90.00 | $ 180.00 | 2.4% | 35% |
| | | 5 | 60 | 30 | 82.5 | 2 | $ 2,860.74 | $ 3,300.00 | $ 439.26 | $ 878.52 | 15.4% | $ 3,465.00 | $ 165.00 | $ 330.00 | 5.0% | $ 3,547.50 | $ 82.50 | $ 165.00 | 2.4% | 24% |
| | C (12) | 1 | 7.5 | 15 | 18.75 | 3 | $ 700.12 | $ 750.00 | $ 49.88 | $ 149.64 | 7.1% | $ 787.50 | $ 37.50 | $ 112.50 | 5.0% | $ 806.25 | $ 18.75 | $ 56.25 | 2.4% | 15% |
| | | 2 | 15 | 30 | 37.5 | 3 | $ 1,400.24 | $ 1,500.00 | $ 99.76 | $ 299.28 | 7.1% | $ 1,575.00 | $ 75.00 | $ 225.00 | 5.0% | $ 1,612.50 | $ 37.50 | $ 112.50 | 2.4% | 15% |
| | | 3 | 22.5 | 45 | 56.25 | 0 | $ 2,100.36 | $ 2,250.00 | $ 149.64 | $ - | 7.1% | $ 2,362.50 | $ 112.50 | $ - | 5.0% | $ 2,418.75 | $ 56.25 | $ - | 2.4% | 15% |
| | | 4 | 30 | 60 | 75 | 2 | $ 2,800.48 | $ 3,000.00 | $ 199.52 | $ 399.04 | 7.1% | $ 3,150.00 | $ 150.00 | $ 300.00 | 5.0% | $ 3,225.00 | $ 75.00 | $ 150.00 | 2.4% | 15% |
| | D (16) | 2 | 7.5 | 45 | 41.25 | 0 | $ 1,525.74 | $ 1,650.00 | $ 124.26 | $ - | 8.1% | $ 1,732.50 | $ 82.50 | $ - | 5.0% | $ 1,773.75 | $ 41.25 | $ - | 2.4% | 16% |
| | | 3 | 15 | 60 | 60 | 9 | $ 2,288.61 | $ 2,400.00 | $ 111.39 | $ 1,002.51 | 4.9% | $ 2,520.00 | $ 120.00 | $ 1,080.00 | 5.0% | $ 2,580.00 | $ 60.00 | $ 540.00 | 2.4% | 13% |
| | | 5 | 15 | 90 | 82.5 | 3 | $ 3,051.48 | $ 3,300.00 | $ 248.52 | $ 745.56 | 8.1% | $ 3,465.00 | $ 165.00 | $ 495.00 | 5.0% | $ 3,547.50 | $ 82.50 | $ 247.50 | 2.4% | 16% |
| | | 5 | 30 | 90 | 97.5 | 2 | $ 3,814.25 | $ 3,900.00 | $ 85.75 | $ 171.50 | 2.2% | $ 4,095.00 | $ 195.00 | $ 390.00 | 5.0% | $ 4,192.50 | $ 97.50 | $ 195.00 | 2.4% | 10% |
| | E (31) | 1 | 0 | 30 | 22.5 | 21 | $ 758.55 | $ 900.00 | $ 141.45 | $ 2,970.45 | 18.6% | $ 945.00 | $ 45.00 | $ 945.00 | 5.0% | $ 967.50 | $ 22.50 | $ 472.50 | 2.4% | 28% |
| | | 2.25 | 0 | 67.5 | 50.63 | 0 | $ 1,706.76 | $ 2,025.00 | $ 318.24 | $ - | 18.6% | $ 2,126.25 | $ 101.25 | $ - | 5.0% | $ 2,176.88 | $ 50.63 | $ - | 2.4% | 28% |
| | | 3 | 0 | 90 | 67.5 | 0 | $ 2,275.68 | $ 2,700.00 | $ 424.32 | $ - | 18.6% | $ 2,835.00 | $ 135.00 | $ - | 5.0% | $ 2,902.50 | $ 67.50 | $ - | 2.4% | 28% |
| | Total Fall | | | | | 234 | | | | $ 32,484.86 | 9.5% average | | | $ 22,027.50 | | | | $ 11,013.75 | | |
| | | | | | | | | | | | | | | | | | | | | |
| Spring | Type | Credits | Semester Lecture Hours | Semester Lab Hours | LHE | # of classes | Current Pay | $40/LHE | increase per class | total increase | % increase | $42/LHE | increase per class | total increase | % increase | $43/LHE | increase per class | total increase | % increase | |
| | A (129) | 1 | 15 | | 15 | 10 | $ 574.92 | $ 600.00 | $ 25.08 | $ 250.80 | 4.4% | 630 | $ 30.00 | $ 300.00 | 5.0% | $ 645.00 | $ 15.00 | $ 150.00 | 2.4% | 12% |
| | | 2 | 30 | | 30 | 13 | $ 1,149.84 | $ 1,200.00 | $ 50.16 | $ 652.08 | 4.4% | 1260 | $ 60.00 | $ 780.00 | 5.0% | $ 1,290.00 | $ 30.00 | $ 390.00 | 2.4% | 12% |
| | | 3 | 45 | | 45 | 83 | $ 1,724.76 | $ 1,800.00 | $ 75.24 | $ 6,244.92 | 4.4% | 1890 | $ 90.00 | $ 7,470.00 | 5.0% | $ 1,935.00 | $ 45.00 | $ 3,735.00 | 2.4% | 12% |
| | | 4 | 60 | | 60 | 21 | $ 2,299.68 | $ 2,400.00 | $ 100.32 | $ 2,106.72 | 4.4% | 2520 | $ 120.00 | $ 2,520.00 | 5.0% | $ 2,580.00 | $ 60.00 | $ 1,260.00 | 2.4% | 12% |
| | | 5 | 75 | | 75 | 2 | $ 2,874.60 | $ 3,000.00 | $ 125.40 | $ 250.80 | 4.4% | 3150 | $ 150.00 | $ 300.00 | 5.0% | $ 3,225.00 | $ 75.00 | $ 150.00 | 2.4% | 12% |
| | B (43) | 3 | 30 | 30 | 52.5 | 21 | $ 1,716.44 | $ 2,100.00 | $ 383.56 | $ 8,054.76 | 22.3% | 2205 | $ 105.00 | $ 2,205.00 | 5.0% | $ 2,257.50 | $ 52.50 | $ 1,102.50 | 2.4% | 32% |
| | | 4 | 45 | 30 | 67.5 | 17 | $ 2,288.60 | $ 2,700.00 | $ 411.40 | $ 6,993.80 | 18.0% | 2835 | $ 135.00 | $ 2,295.00 | 5.0% | $ 2,902.50 | $ 67.50 | $ 1,147.50 | 2.4% | 27% |
| | | 5 | 45 | 60 | 90 | 4 | $ 2,860.74 | $ 3,600.00 | $ 739.26 | $ 2,957.04 | 25.8% | 3780 | $ 180.00 | $ 720.00 | 5.0% | $ 3,870.00 | $ 90.00 | $ 360.00 | 2.4% | 35% |
| | | 5 | 60 | 30 | 82.5 | 1 | $ 2,860.74 | $ 3,300.00 | $ 439.26 | $ 439.26 | 15.4% | 3465 | $ 165.00 | $ 165.00 | 5.0% | $ 3,547.50 | $ 82.50 | $ 82.50 | 2.4% | 24% |
| | C (12) | 1 | 7.5 | 15 | 18.75 | 5 | $ 700.12 | $ 750.00 | $ 49.88 | $ 249.40 | 7.1% | 787.5 | $ 37.50 | $ 187.50 | 5.0% | $ 806.25 | $ 18.75 | $ 93.75 | 2.4% | 15% |
| | | 2 | 15 | 30 | 37.5 | 2 | $ 1,400.24 | $ 1,500.00 | $ 99.76 | $ 199.52 | 7.1% | 1575 | $ 75.00 | $ 150.00 | 5.0% | $ 1,612.50 | $ 37.50 | $ 75.00 | 2.4% | 15% |
| | | 3 | 22.5 | 45 | 56.25 | 2 | $ 2,100.36 | $ 2,250.00 | $ 149.64 | $ 299.28 | 7.1% | 2362.5 | $ 112.50 | $ 225.00 | 5.0% | $ 2,418.75 | $ 56.25 | $ 112.50 | 2.4% | 15% |
| | | 4 | 30 | 60 | 75 | 2 | $ 2,800.48 | $ 3,000.00 | $ 199.52 | $ 399.04 | 7.1% | 3150 | $ 150.00 | $ 300.00 | 5.0% | $ 3,225.00 | $ 75.00 | $ 150.00 | 2.4% | 15% |
| | D (16) | 2 | 7.5 | 45 | 41.25 | 1 | $ 1,525.74 | $ 1,650.00 | $ 124.26 | $ 124.26 | 8.1% | 1732.5 | $ 82.50 | $ 82.50 | 5.0% | $ 1,773.75 | $ 41.25 | $ 41.25 | 2.4% | 16% |
| | | 3 | 15 | 60 | 60 | 12 | $ 2,288.61 | $ 2,400.00 | $ 111.39 | $ 1,336.68 | 4.9% | 2520 | $ 120.00 | $ 1,440.00 | 5.0% | $ 2,580.00 | $ 60.00 | $ 720.00 | 2.4% | 13% |
| | | 4 | 15 | 90 | 82.5 | 1 | $ 3,051.48 | $ 3,300.00 | $ 248.52 | $ 248.52 | 8.1% | 3465 | $ 165.00 | $ 165.00 | 5.0% | $ 3,547.50 | $ 82.50 | $ 82.50 | 2.4% | 16% |
| | | 5 | 30 | 90 | 97.5 | 2 | $ 3,814.25 | $ 3,900.00 | $ 85.75 | $ 171.50 | 2.2% | 4095 | $ 195.00 | $ 390.00 | 5.0% | $ 4,192.50 | $ 97.50 | $ 195.00 | 2.4% | 10% |
| | E (31) | 1 | 0 | 30 | 22.5 | 27 | $ 758.55 | $ 900.00 | $ 141.45 | $ 3,819.15 | 18.6% | 945 | $ 45.00 | $ 1,215.00 | 5.0% | $ 967.50 | $ 22.50 | $ 607.50 | 2.4% | 28% |
| | | 2.25 | 0 | 67.5 | 50.63 | 3 | $ 1,706.76 | $ 2,025.00 | $ 318.24 | $ 954.72 | 18.6% | 2126.25 | $ 101.25 | $ 303.75 | 5.0% | $ 2,176.88 | $ 50.63 | $ 151.88 | 2.4% | 28% |
| | | 3 | 0 | 90 | 67.5 | 1 | $ 2,275.68 | $ 2,700.00 | $ 424.32 | $ 424.32 | 18.6% | 2835 | $ 135.00 | $ 135.00 | 5.0% | $ 2,902.50 | $ 67.50 | $ 67.50 | 2.4% | 28% |
| | Total Spring | | | | | 230 | | | | $ 36,176.57 | 9.5% average | | | $ 21,348.75 | | | | $ 10,674.38 | | |
| | | | | | | | | | | | | | | | | | | | | |
| | Total Year | | | | | | | | | $ 68,661.43 | | | | $ 43,376.25 | | | | $ 21,688.13 | | $ 133,725.81 |

Adjunct Counter on 6-22-16

| | | | | | | | | 2016-17 | | | | 2017-18 | | | | 2018-19 | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Fall | Type | Credits | Semester Lecture Hours | Semester Lab Hours | LHE | # of classes | Current Pay | $41.66/LHE | Increase per class | total Increase | % increase | $43.32/LHE | Increase per class | total Increase | % increase | $45.06/LHE | Increase per class | total increase | % increase | Total Increase in Three Years |
| | A (129) | 1 | 15 | | 15 | 11 | $ 574.92 | $ 624.90 | $ 49.98 | $ 549.78 | 8.7% | $ 649.80 | $ 24.90 | $ 273.90 | 4.0% | $ 675.90 | $ 26.10 | $ 287.10 | 4.0% | 18% |
| | | 2 | 30 | | 30 | 13 | $ 1,149.84 | $ 1,249.80 | $ 99.96 | $ 1,299.48 | 8.7% | $ 1,299.60 | $ 49.80 | $ 647.40 | 4.0% | $ 1,351.80 | $ 52.20 | $ 678.60 | 4.0% | 18% |
| | | 3 | 45 | | 45 | 102 | $ 1,724.76 | $ 1,874.70 | $ 149.94 | $ 15,293.88 | 8.7% | $ 1,949.40 | $ 74.70 | $ 7,619.40 | 4.0% | $ 2,027.70 | $ 78.30 | $ 7,986.60 | 4.0% | 18% |
| | | 4 | 60 | | 60 | 26 | $ 2,299.68 | $ 2,499.60 | $ 199.92 | $ 5,197.92 | 8.7% | $ 2,599.20 | $ 99.60 | $ 2,589.60 | 4.0% | $ 2,703.60 | $ 104.40 | $ 2,714.40 | 4.0% | 18% |
| | | 5 | 75 | | 75 | 3 | $ 2,874.60 | $ 3,124.50 | $ 249.90 | $ 749.70 | 8.7% | $ 3,249.00 | $ 124.50 | $ 373.50 | 4.0% | $ 3,379.50 | $ 130.50 | $ 391.50 | 4.0% | 18% |
| | B (43) | 3 | 30 | 30 | 52.5 | 13 | $ 1,716.44 | $ 2,187.15 | $ 470.71 | $ 6,119.23 | 27.4% | $ 2,274.30 | $ 87.15 | $ 1,132.95 | 4.0% | $ 2,365.65 | $ 91.35 | $ 1,187.55 | 4.0% | 38% |
| | | 4 | 45 | 30 | 67.5 | 19 | $ 2,288.60 | $ 2,812.05 | $ 523.45 | $ 9,945.55 | 22.9% | $ 2,924.10 | $ 112.05 | $ 2,128.95 | 4.0% | $ 3,041.55 | $ 117.45 | $ 2,231.55 | 4.0% | 33% |
| | | 5 | 45 | 60 | 90 | 2 | $ 2,860.74 | $ 3,749.40 | $ 888.66 | $ 1,777.32 | 31.1% | $ 3,898.80 | $ 149.40 | $ 298.80 | 4.0% | $ 4,055.40 | $ 156.60 | $ 313.20 | 4.0% | 42% |
| | | 5 | 60 | 30 | 82.5 | 2 | $ 2,860.74 | $ 3,436.95 | $ 576.21 | $ 1,152.42 | 20.1% | $ 3,573.90 | $ 136.95 | $ 273.90 | 4.0% | $ 3,717.45 | $ 143.55 | $ 287.10 | 4.0% | 30% |
| | C (12) | 1 | 7.5 | 15 | 18.75 | 3 | $ 700.12 | $ 781.13 | $ 81.00 | $ 243.02 | 11.6% | $ 812.25 | $ 31.13 | $ 93.38 | 4.0% | $ 844.88 | $ 32.63 | $ 97.88 | 4.0% | 21% |
| | | 2 | 15 | 30 | 37.5 | 3 | $ 1,400.24 | $ 1,562.25 | $ 162.01 | $ 486.03 | 11.6% | $ 1,624.50 | $ 62.25 | $ 186.75 | 4.0% | $ 1,689.75 | $ 65.25 | $ 195.75 | 4.0% | 21% |
| | | 3 | 22.5 | 45 | 56.25 | 0 | $ 2,100.36 | $ 2,343.38 | $ 243.02 | $ - | 11.6% | $ 2,436.75 | $ 93.38 | $ - | 4.0% | $ 2,534.63 | $ 97.88 | $ - | 4.0% | 21% |
| | | 4 | 30 | 60 | 75 | 2 | $ 2,800.48 | $ 3,124.50 | $ 324.02 | $ 648.04 | 11.6% | $ 3,249.00 | $ 124.50 | $ 249.00 | 4.0% | $ 3,379.50 | $ 130.50 | $ 261.00 | 4.0% | 21% |
| | D (16) | 2 | 7.5 | 45 | 41.25 | 0 | $ 1,525.74 | $ 1,718.48 | $ 192.74 | $ - | 12.6% | $ 1,786.95 | $ 68.48 | $ - | 4.0% | $ 1,858.73 | $ 71.78 | $ - | 4.0% | 22% |
| | | 3 | 15 | 60 | 60 | 9 | $ 2,288.61 | $ 2,499.60 | $ 210.99 | $ 1,898.91 | 9.2% | $ 2,599.20 | $ 99.60 | $ 896.40 | 4.0% | $ 2,703.60 | $ 104.40 | $ 939.60 | 4.0% | 18% |
| | | 5 | 15 | 90 | 82.5 | 3 | $ 3,051.48 | $ 3,436.95 | $ 385.47 | $ 1,156.41 | 12.6% | $ 3,573.90 | $ 136.95 | $ 410.85 | 4.0% | $ 3,717.45 | $ 143.55 | $ 430.65 | 4.0% | 22% |
| | | 5 | 30 | 90 | 97.5 | 2 | $ 3,814.25 | $ 4,061.85 | $ 247.60 | $ 495.20 | 6.5% | $ 4,223.70 | $ 161.85 | $ 323.70 | 4.0% | $ 4,393.35 | $ 169.65 | $ 339.30 | 4.0% | 15% |
| | E (31) | 1 | 0 | 30 | 22.5 | 21 | $ 758.55 | $ 937.35 | $ 178.80 | $ 3,754.80 | 23.6% | $ 974.70 | $ 37.35 | $ 784.35 | 4.0% | $ 1,013.85 | $ 39.15 | $ 822.15 | 4.0% | 34% |
| | | 2.25 | 0 | 67.5 | 50.625 | 0 | $ 1,706.76 | $ 2,109.04 | $ 402.28 | $ - | 23.6% | $ 2,193.08 | $ 84.04 | $ - | 4.0% | $ 2,281.16 | $ 88.09 | $ - | 4.0% | 34% |
| | | 3 | 0 | 90 | 67.5 | 0 | $ 2,275.68 | $ 2,812.05 | $ 536.37 | $ - | 23.6% | $ 2,924.10 | $ 112.05 | $ - | 4.0% | $ 3,041.55 | $ 117.45 | $ - | 4.0% | 34% |
| | Total Fall | | | | | 234 | | | | $ 50,767.69 | 14% average | | | $ 18,282.83 | | | | $ 19,163.93 | | |
| | | | | | | | | | | | | | | | | | | | | |
| Spring | Type | Credits | Semester Lecture Hours | Semester Lab Hours | LHE | # of classes | Current Pay | $41.66/LHE | Increase per class | total Increase | % increase | $43.32/LHE | Increase per class | total Increase | % increase | $45.06/LHE | Increase per class | total increase | % increase | |
| | A (129) | 1 | 15 | | 15 | 10 | $ 574.92 | $ 624.90 | $ 49.98 | $ 499.80 | 8.7% | 649.8 | $ 24.90 | $ 249.00 | 4.0% | $ 675.90 | $ 26.10 | $ 261.00 | 4.0% | 18% 14% |
| | | 2 | 30 | | 30 | 13 | $ 1,149.84 | $ 1,249.80 | $ 99.96 | $ 1,299.48 | 8.7% | 1299.6 | $ 49.80 | $ 647.40 | 4.0% | $ 1,351.80 | $ 52.20 | $ 678.60 | 4.0% | 18% |
| | | 3 | 45 | | 45 | 83 | $ 1,724.76 | $ 1,874.70 | $ 149.94 | $ 12,445.02 | 8.7% | 1949.4 | $ 74.70 | $ 6,200.10 | 4.0% | $ 2,027.70 | $ 78.30 | $ 6,498.90 | 4.0% | 18% |
| | | 4 | 60 | | 60 | 21 | $ 2,299.68 | $ 2,499.60 | $ 199.92 | $ 4,198.32 | 8.7% | 2599.2 | $ 99.60 | $ 2,091.60 | 4.0% | $ 2,703.60 | $ 104.40 | $ 2,192.40 | 4.0% | 18% |
| | | 5 | 75 | | 75 | 2 | $ 2,874.60 | $ 3,124.50 | $ 249.90 | $ 499.80 | 8.7% | 3249 | $ 124.50 | $ 249.00 | 4.0% | $ 3,379.50 | $ 130.50 | $ 261.00 | 4.0% | 18% |
| | B (43) | 3 | 30 | 30 | 52.5 | 21 | $ 1,716.44 | $ 2,187.15 | $ 470.71 | $ 9,884.91 | 27.4% | 2274.3 | $ 87.15 | $ 1,830.15 | 4.0% | $ 2,365.65 | $ 91.35 | $ 1,918.35 | 4.0% | 38% |
| | | 4 | 45 | 30 | 67.5 | 17 | $ 2,288.60 | $ 2,812.05 | $ 523.45 | $ 8,898.65 | 22.9% | 2924.1 | $ 112.05 | $ 1,904.85 | 4.0% | $ 3,041.55 | $ 117.45 | $ 1,996.65 | 4.0% | 33% |
| | | 5 | 45 | 60 | 90 | 4 | $ 2,860.74 | $ 3,749.40 | $ 888.66 | $ 3,554.64 | 31.1% | 3898.8 | $ 149.40 | $ 597.60 | 4.0% | $ 4,055.40 | $ 156.60 | $ 626.40 | 4.0% | 42% |
| | | 5 | 60 | 30 | 82.5 | 1 | $ 2,860.74 | $ 3,436.95 | $ 576.21 | $ 576.21 | 20.1% | 3573.9 | $ 136.95 | $ 136.95 | 4.0% | $ 3,717.45 | $ 143.55 | $ 143.55 | 4.0% | 30% |
| | C (12) | 1 | 7.5 | 15 | 18.75 | 5 | $ 700.12 | $ 781.13 | $ 81.00 | $ 405.02 | 11.6% | 812.25 | $ 31.13 | $ 155.63 | 4.0% | $ 844.88 | $ 32.63 | $ 163.13 | 4.0% | 21% |
| | | 2 | 15 | 30 | 37.5 | 2 | $ 1,400.24 | $ 1,562.25 | $ 162.01 | $ 324.02 | 11.6% | 1624.5 | $ 62.25 | $ 124.50 | 4.0% | $ 1,689.75 | $ 65.25 | $ 130.50 | 4.0% | 21% |
| | | 3 | 22.5 | 45 | 56.25 | 2 | $ 2,100.36 | $ 2,343.38 | $ 243.02 | $ 486.03 | 11.6% | 2436.75 | $ 93.38 | $ 186.75 | 4.0% | $ 2,534.63 | $ 97.88 | $ 195.75 | 4.0% | 21% |
| | | 4 | 30 | 60 | 75 | 2 | $ 2,800.48 | $ 3,124.50 | $ 324.02 | $ 648.04 | 11.6% | 3249 | $ 124.50 | $ 249.00 | 4.0% | $ 3,379.50 | $ 130.50 | $ 261.00 | 4.0% | 21% |
| | D (16) | 2 | 7.5 | 45 | 41.25 | 1 | $ 1,525.74 | $ 1,718.48 | $ 192.74 | $ 192.74 | 12.6% | 1786.95 | $ 68.48 | $ 68.48 | 4.0% | $ 1,858.73 | $ 71.78 | $ 71.78 | 4.0% | 22% |
| | | 3 | 15 | 60 | 60 | 12 | $ 2,288.61 | $ 2,499.60 | $ 210.99 | $ 2,531.88 | 9.2% | 2599.2 | $ 99.60 | $ 1,195.20 | 4.0% | $ 2,703.60 | $ 104.40 | $ 1,252.80 | 4.0% | 18% |
| | | 4 | 15 | 90 | 82.5 | 1 | $ 3,051.48 | $ 3,436.95 | $ 385.47 | $ 385.47 | 12.6% | 3573.9 | $ 136.95 | $ 136.95 | 4.0% | $ 3,717.45 | $ 143.55 | $ 143.55 | 4.0% | 22% |
| | | 5 | 30 | 90 | 97.5 | 2 | $ 3,814.25 | $ 4,061.85 | $ 247.60 | $ 495.20 | 6.5% | 4223.7 | $ 161.85 | $ 323.70 | 4.0% | $ 4,393.35 | $ 169.65 | $ 339.30 | 4.0% | 15% |
| | E (31) | 1 | 0 | 30 | 22.5 | 27 | $ 758.55 | $ 937.35 | $ 178.80 | $ 4,827.60 | 23.6% | 974.7 | $ 37.35 | $ 1,008.45 | 4.0% | $ 1,013.85 | $ 39.15 | $ 1,057.05 | 4.0% | 34% |
| | | 2.25 | 0 | 67.5 | 50.625 | 3 | $ 1,706.76 | $ 2,109.04 | $ 402.28 | $ 1,206.83 | 23.6% | 2193.075 | $ 84.04 | $ 252.11 | 4.0% | $ 2,281.16 | $ 88.09 | $ 264.26 | 4.0% | 34% |
| | | 3 | 0 | 90 | 67.5 | 1 | $ 2,275.68 | $ 2,812.05 | $ 536.37 | $ 536.37 | 23.6% | 2924.1 | $ 112.05 | $ 112.05 | 4.0% | $ 3,041.55 | $ 117.45 | $ 117.45 | 4.0% | 34% |
| | Total Spring | | | | | 230 | | | | $ 53,896.03 | 14% average | | | $ 17,719.46 | | | | $ 18,573.41 | | |
| | | | | | | | | | | | | | | | | | | | | |
| | Total Year | | | | | | | | | $ 104,663.72 | | | | $ 36,002.29 | | | | $ 37,737.34 | | $ 178,403.34 |

Fred, Craig
Kaunk, Pete
Marita, Blake
CC, BE, KG 5/2

Craig - Request for meeting. 1 mtg for 1 service
Committee - 1 service → not contractual
Mtgs via Skype, Zoomed. Article 6.5. } Alternative dissemination
Google Hang-Out, webpage }
Adjuncts want the communication
Requirements - for say, Dept. mtg. take minutes.

Don Not agreeing to do committees

Craig Unhappy w/ how colleagues are treated w/ discipline
Keep Just Cause Art. 5.H. Willing to drop language.
Deal w/issues in an uplifting manner.

Tom Suggest weekly mtgs to review language & keep communications open.
Drop student complaint language.

Board Policy v. practice on student complaints procedure. Communicate to adjuncts

Tom Language changes to give admin? Will email to you
Marita No,
Craig Before next meeting email in advance for consideration

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**FLATHEAD VALLEY COMMUNITY COLLEGE**
**BOARD OF TRUSTEES**

**and the**

**FEDERATION OF FLATHEAD VALLEY COMMUNITY COLLEGE**
**ADJUNCT FACULTY**
**MEA-MFT, AFT, NEA, AFL-CIO**

**~~July 1, 2011 through June 30, 2014~~ July 1, 2016 – June 30, 2019**

# PACKAGE PROPOSAL – MAY 23, 2016

## 1.0 RECOGNITION

1.1 Parties to the Agreement

This agreement is entered into by the Board of Trustees of Flathead Valley Community College hereinafter referred to as the employer, and the Federation of Flathead Valley Community College Adjunct Faculty, affiliated with the ~~Montana Federation of Teachers,~~ MEA-MFT, AFT, NEA, AFL-CIO hereinafter referred to as the union.

1.3 Bargaining Unit Definition

The bargaining unit shall include all part-time teaching employees of Flathead Valley Community College excluding the following: early retirees as defined by Board Policy; full-time instructors; continuing education instructors (including ~~Elderhostel and~~ Glacier Institute instructors); contract training instructors; and visiting celebrity instructors with unique skills, reputation or qualifications, such as well-known entertainers, authors, business magnates and government and education officials; supervisors; managers (to include all administrative, exempt, and professional employees); and confidential personnel.

## 2.0 MANAGEMENT RIGHTS

2.1 Management Rights

The union and employees recognized the prerogative of the employer, subject to the terms of this agreement, to operate and manage its affairs and determine the structure, policies, and purposes of the College. Employer rights, in accordance with MCA 39-31-303, include but are not limited to the following:

1. directing employees;
2. hiring, promoting, transferring, assigning and retaining employees;
3. relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or nonproductive;
4. maintaining the efficiency of the employer's operations;
5. determining the methods, means, job classification, and personnel by which the employer's operations are to be conducted;
6. taking whatever actions may be necessary to carry out the missions of the employer in situations of emergency; and
7. establishing the methods and processes by which work is to be performed. ~~(39-31-303, MCA)~~

All rights and prerogatives of the employer which are not specifically limited or relinquished by the express language of this agreement shall be retained by the employer.

## 3.0 UNION RIGHTS

3.4 Information and Data

1. Upon written request of the union Executive Committee, the employer agrees to furnish the union with a copy of available documents which are public information and not of a privileged, confidential or personal nature. ~~such as: the college budget, board agendas and board minutes~~.

~~2. It further agrees, w~~Within 15 business days after the first pay date of each semester, ~~to~~ the

employer will provide the designated union officer ~~Executive Committee~~ a list of the available names and addresses of the bargaining unit employees teaching that semester and their projected pay for that semester. ~~The home addresses and phone numbers of said employees will also be provided if the employee has given that information to the FVCC Human Resources Office and granted HR written authorization to share it with the union.~~ The Union is responsible for providing the Human Resources office adjuncts' enrollment information to include: a complete list of names, dues, and fees amount to be withheld. NEW HIRE PACKET ENROLLMENT, EXCEL SPREADSHEET

~~3.~~2. Voluminous information shall be made available for inspection or will be provided for the cost of copying. 45 DAYS

35 DAYS, SUBMIT DUES CALENDAR 10 DAYS CALENDAR

3.6 ~~Union Security~~ Professional Dues, Fees and Payroll Deductions

A. Dues Deduction Authorized
The College agrees to deduct from the pay of Association employees the dues and professional representation fees for MEA-MFT, AFT, NEA and the FVCC Adjunct Faculty upon receipt from the Union of authorization by each employee and as provided by law.

Beginning the first full term after the ratification of this agreement, each member of the bargaining unit shall be expected to exercise one (1) of the following three (3) options:

1. become a member of the union and pay dues accordingly;
2. pay a representation fee determined by the union in accordance with case law to be the amount required for representation in collective bargaining matters;
3. make a contribution of an amount equal to the representation fee to a charity selected by the union.

As a condition of employment, all potential employees must agree in advance, in writing, to choose one of the three (3) options above. Those employees hired too late to submit advance notice of union participation will have thirty (30) days from the date they sign their contract to select one of the above options.

B. The employer shall deduct union dues~~, union~~ or the professional representation fee, or charity contribution from the final pay of the applicable course ~~wage~~ of each employee who has voluntarily authorized such deduction in writing. At the end of the semesters in August, December and May ~~T~~the employer shall deliver dues and representation fee monies to the treasurer of the union who shall acknowledge each receipt in writing. No later than ~~September~~ July 15 of each fiscal year, the union shall notify the employer of the name and mailing address of the treasurer who is to receive dues and representation fee monies and shall certify to the employer what rates are to be in effect for that academic year.

C. The union will indemnify and hold the employer harmless against any liability, and shall reimburse the employer for any expense which may arise as a result of the operation of this article.

## 4.0 NO STRIKE

4.1 No Strike/No Lockout

There shall be no picketing, strikes, slowdowns, work stoppages or other forms of concerted activity on the part of the union or employees ~~for any reason~~ during the term of this agreement. There shall be no lockout of employees by the employer during the term of this agreement.

## 5.0 EMPLOYEE RIGHTS AND WORKING CONDITIONS

5.1 Travel

With prior approval of the Vice-President of Instruction and Student Services, ~~E~~employees are eligible for reimbursement of approved travel expenses in accordance with Board Policy.

5.2 Payroll Deductions

Upon ~~proper written authorization of an~~ submission of appropriate form, ~~employee,~~ the employer will ~~implement the following optional~~ provide optional payroll deductions for items including, but not limited to up to two checking and/or two savings accounts; optional retirement plans; and other established deductions ~~: Credit unions, savings banks, savings bonds, personal retirement and investment programs, tax sheltered annuity programs and other deductions~~ approved by the employer. It is understood such payroll deductions are made solely for the employees' convenience and the employer assumes no liability as a result of this courtesy.

~~5.~~3 Nondiscrimination

Neither the employer, the union, nor any employee shall engage in unlawful discrimination. ~~discriminate on the basis of race, creed, religion, color or national origin or because of age, physical or mental handicap, marital status, or sex when the reasonable demands of the position do not require an age, physical or mental handicap, marital status or sex distinction.~~ Violations of this provision are not subject to the grievance procedure. Employees are encouraged to file complaints alleging unlawful discrimination with ~~the EEO/AA Officer~~ Human Resources prior to pursuing recourses available under state and federal law.

5.5 Rights to Representation

Employees are entitled to the presence of a representative during an investigatory interview which the employee reasonably believes may result in disciplinary action. Employees may choose their representatives as long as the representative of choice is ~~immediately~~ reasonably available.

~~*5.6 Office* Hours~~ (Move to 5.17 Academic Responsibility)

~~Adjunct faculty are not expected to maintain regular office hours but shall make themselves available before and/or after class or another mutually acceptable time to respond to student questions.~~

5.6 Unless otherwise specified the duration of an adjunct contract is one semester. The Vice-President will have the ability to consider the offer of an annual contract for an adjunct based on programmatic needs.

5.8 Class and Course Assignment

Employees shall receive information concerning their proposed teaching assignment for the next term no later than thirty (30) calendar days prior to the beginning of the term. Employees shall receive a contract formalizing the offer of employment at least twenty-one (21) calendar days prior to the beginning of the term. However, it is recognized that the employer cannot always predict in advance all of the courses which may need to be offered through adjunct faculty. Nothing herein precludes the employer from requesting an employee to take on unanticipated assignments without providing the preferred advance notice. Such requests will be made as soon as practical after the employer determines the need for an additional course. ~~The time lines specified above shall be adhered to by the Lincoln County Campus (LCC) to the extent practical but is recognized that additional flexibility is needed at LCC because of its small size and developing nature.~~

~~Curriculum development responsibilities are those related to the goals and objectives stated in the course description form. This would include any revisions to the course description form taught by individual faculty, as well as changes to goals and objectives that are required as a result of institutional effectiveness and/or self study.~~

5.9 Course Cancellation

After the receipt of an employment contract, employees shall not have their assignment changed except by mutual agreement unless the class is cancelled because of low enrollments or inadequate funds, or unless the course is reassigned to a full-time faculty member with less than a full-time workload. ~~Typically, a class will not be cancelled until it meets at least one time~~ Classes with low enrollment are typically cancelled one week before the first day of the semester. The Vice-President determines what constitutes low-enrollment. ~~Employees are expected to attend the first class meeting unless otherwise notified. Employees who do not receive notification of the cancellation of a course due to low enrollment more than seven calendar days before the first class shall receive a stipend of $30.00.~~ Employees whose course is reassigned to a full-time faculty member shall receive a stipend of $~~50.00.~~75.00

5.10 Evaluation of Employees

The employer is responsible for the evaluation of bargaining unit employees. Methods of evaluation include but are not limited to student evaluations and administrative evaluations. Employees may request an evaluation at any time; however, the employee must request the evaluation in writing at least three (3) weeks prior to the end of his/her class(es). ~~Evaluations are not subject to the grievance procedure.~~ Employees may request a meeting with the appropriate administrator to discuss their evaluation and such requests will be honored. Evaluations are not subject to the grievance procedure.

5.13 Tuition Waivers for Employees

Employees are eligible for a tuition waiver equal to the amount of credits taught during the current semester. Employees may choose to either use the waiver or delegate it to a spouse or dependent (IRS definition) to be used during the current semester or the immediately following semester. Credits are not accumulative, may not be split, and can be used only by one student per semester. ~~who taught a course for FVCC during the immediately preceding academic year or are teaching during the current semester may enroll in regular college courses at FVCC with t~~Tuition is waived on a space available basis after all other paying students have had an opportunity to register providing said courses do not conflict with academic responsibilities. ~~Tuition will be waived for the employee during the current semester, the following semester or any one semester during the~~

~~following academic year.~~

~~Spouses and children of adjuncts may enroll in regular college courses at FVCC with a tuition waiver on a space available basis after all other paying students have had an opportunity to register and the adjunct faculty members has taught 100 credits cumulatively.~~

Building fees, lab fees and mandatory course fees cannot be waived.

~~Tuition will also be waived for enrollment in designated Continuing Education courses which already have sufficient enrollments to cover the course costs. Tuition waivers for Continuing Education classes do not include workshops or seminars offered through the Business and Professional Development Program~~.

5.14 Just Cause

Employees have the right to serve their specified term of appointment and may be disciplined and discharged during that term only for just cause. The term of appointment for adjunct faculty is the length of the class assignment and may not extend beyond ~~one quarter or~~ one semester. It is understood that the canceling of a class because of low enrollments or inadequate funds, or reassigning a course to a full-time instructor to bring full-time instructors up to a full-time teaching load shall not be construed as a violation of this provision.

5.15 Consideration for Early Childhood Center usage.

Adjunct faculty may apply for enrollment of dependents for ~~employees will be included in any consideration given to FVCC employees for use of~~ the Early Childhood Center.

5.16 Academic Freedom

The institution maintains an atmosphere in which intellectual freedom and independence exist. Faculty and students are free to examine and test all knowledge appropriate to their discipline or area of major study as judged by the academic/educational community in general.

5.17 Academic Responsibility

The Board, the Administration, and the Association agree that accepting and assuming an adjunct faculty position at Flathead Valley Community College includes the following responsibilities:

A. To maintain professional competence and keep professional knowledge current by continuous reading, research, etc.

B. To perform fully and faithfully the duties of a college faculty member:

1. To meet faithfully all assigned classes and to make alternative arrangements for the class when absence is unavoidable. Such arrangements shall be reported to the Director of Educational Services
2. To be available on a regular basis to students for guidance on matters regarding their classroom activities, through adherence to a schedule of regular hours to meet with students. Availability times shall be published on each course's syllabus. Exceptions shall be reported to and approved by the Director of Educational Services.

3. To teach each class according to the highest professional standards.
4. To evaluate students based on their academic performance, post grades for students throughout the semester on a regular basis, and post final grades by the Monday following finals week.
5. To present the subject matter in the course and to teach within the guidelines of the course syllabus.
6. To improve, update, enrich, and revise courses periodically to keep them current.
7. To participate in four meetings and/or professional development per semester. These will be determined at the start of each semester by the Director of Education Services and may be conducted via technology when suitable.

## 6.0 COMPENSATION

### 6.1 Pay Rates

Pay rates for adjunct faculty during the ~~2011-2013~~ 2018-2019 fiscal ~~academic~~ years shall be in accordance with the schedule found on the last pages of this agreement.

### ~~6.2 Sick Leave~~

~~Sick leave is a leave of absence with pay resulting from an illness suffered by an employee, his/her spouse or dependent child(ren). Sick leave may also be used for maternity related leave. The employer may require a doctor's statement to substantiate the need for sick leave usage. Employees should provide the employer with as much advance notice as possible of the need for sick leave usage and must notify the employer of sick leave usage at least three hours prior to commencement of class. Unused sick leave is lost. It has no cash value and may not accumulate from one semester to another. It is understood that the leave benefits contained herein have been negotiated in lieu of statutory leave benefits.~~

~~Adjunct faculty shall be eligible for sick leave of one hour of sick leave entitlement per semester for each one credit assignment plus one hour per semester per each course taught.~~

### 6.4 ~~Independent Study, Directed Study,~~ Special Courses

Replace w/hand-out

In the case of special courses and other matters needing time during regular working hours, members are compensated based on expected level of effort, which is then converted into the standard load of LHE and ultimately expressed as EPEF/SEM. This section outlines special courses and gives the conversion factors needed to calculate standard load.

**Independent or Directed Study**: Student may earn credit for studying subjects outside of standard courses with the guidance of faculty. Independent study covers subjects that are not in the course catalog. Directed study covers courses that are in the catalog. In both cases, the burden of learning is on the student more than the teacher. But the faculty member is still responsible for monitor and assessing progress. If a member is asked by the Vice President to supervise an independent or directed study, the course profile is used to determine contact hours and an LHE conversion of 1/3rd is applied. If no course profile exists, then credit hours earned by the student

will be used to determine contact hours following the standard definitions. With contact hours determined, the same LHE conversion will be used to determine load.

$$1\ CH = 0.333\ LHE$$

**Classes with non-standard Course profile**: If a class has a course profile that list hours that do not fit the definition of a contact hour (CH), then the member and the Vice President of instruction need to mutually agree on the actual hours needed to run that class and the calculation for technical assistance in section 10.500 will be used to determine load.

$$1\ H = 0.375\ LHE$$

**Example 1 Independent Study:** Member monitors a student earning 2 credit hours in a course not offered in the catalog.

$$2\frac{Credit}{SEM} \times 15\frac{CH}{Credit} \times 0.333\frac{LHE}{CH} \times \frac{1}{225}\frac{FTEF}{LHE} = 0.044\frac{FTEF}{SEM}$$

**Example 2 Directed Study:** Member has a student in directed study. The course profile lists 30 lecture contact hours.

$$30\frac{CH}{SEM} \times 0.333\frac{LHE}{CH} \times \frac{1}{225}\frac{FTEF}{LHE} = 0.044\frac{FTEF}{SEM}$$

**Example 3 Non-Standard Course:** Member and VP agree that it takes 10 actual hours per week to monitor, aid and assess students.

$$10\frac{H}{Week} \times 15\frac{Week}{SEM} \times 0.375\frac{LHE}{H} \times \frac{1}{225}\frac{FTEF}{LHE} = 0.25\frac{FTEF}{SEM}$$

~~When an employee is asked by the administration to supervise an independent study, directed study or special course, the employee will be compensated on the following basis:~~

~~Number of students multiplied by the number of credits multiplied by 1/15 of the base (one credit) rate of pay assigned to the class in question.~~

~~Example:~~
~~Number of students multiplied by number of credits multiplied by 1/15 of current rate of pay.~~
~~It is understood that these activities are intended to compensate an instructor for an activity where the enrollment will be small. The administration will establish the minimum and maximum number of students allowable for independent study, directed study and special course activities.~~

6.5 Committees (Move to Article 5.17. B. 7)

~~Participation on committees or in college sponsored in-service training, when approved by the Vice President of Educational Services, or his/her designee, will be compensated at the following rates: Note: this rate change will NOT be retroactive, but will be effective as of date of signed agreement.~~

~~$30.00 for fewer than two hours;~~
~~$40.00for two or more, but fewer than four hours;~~
~~$55.00for four or more, but fewer than six hours;~~
~~$70.00for six or more hours per day.~~

~~In requesting payment for participation on committees or in college sponsored in-service training, a faculty member shall complete and sign a payroll authorization form adopted by the College. The form must be submitted to the Vice President of Educational Services, or his/her designee, monthly for approval before it will be processed for payment by the human resources department. A copy of the completed form shall be provided to the faculty member.~~

6.5 Extra Duty Assignments

Employees who are assigned non-instructional extra duty assignments by the Director of Educational Services, which are in excess of normal professional responsibilities and extend beyond normal work day or work year, will be provided extra compensation upon approval by the Vice-President. Employees shall have the right to refuse non-instructional extra duty assignments. Rate of compensation for such extra duty assignments shall be agreed upon between the employee and the Director of Educational Services and must be approved by the Vice-President prior to the work being performed. If an extra duty assignment is cancelled prior to completion, the employee will be paid a pro-rated amount for work performed.

6.6 ~~Pay Rates for~~ Distance Education

1. Employees who have received prior approval by the Vice President of Instruction and Student Services may enroll in the four credit course *Teaching Online Courses* and the six credit course *Developing Online Courses*. A course will be offered each semester. Employees will pay fees for enrolling in the course per the provisions of the Collective Bargaining Agreement. Successful completion of the course includes the development or conversion of a face to face course to an online or hybrid course that will become part of the FVCC online course bank. The developed course will be the intellectual property of Flathead Valley Community College. Multiple sections of a course are not eligible for independent funding. Upon approval of the developed course by the E-Learning Committee and the Vice-President, the faculty member will be compensated according to the following schedule:

| **Development of course to online** | | | **Conversion of course to/from hybrid** | |
|---|---|---|---|---|
| 1 credit | $233 | | 1 credit | $115 |
| 2 credits | $466 | | 2 credits | $233 |
| 3 credits | $700 | | 3 credits | $350 |
| 4 credits | $825 | | 4 credits | $412 |
| 5+ credits | $950 | | 5+ credits | $475 |

2. Employees, with prior approval of the Vice-President of Instruction and Student Services, may develop online courses without taking *Teaching Online Courses or Developing Online Courses.* Upon approval of the developed course by the E-Learning Committee and the Vice-President, the faculty member would be eligible for the stipends as listed above.

3. Definitions:

"Online course" refers to a class offered over the internet. These classes may have a face-to-face testing component. "Hybrid course" refers to classes that have at least 67% of the course offered over the internet and 33% or less requiring classroom attendance. "ITV courses" refers to courses offered over interactive television.

## 6.7 Teaching via Distance Education

1. Employees, who have developed a course or who are interested in teaching a previously developed course from the FVCC online course bank, may enroll in the four credit course *Teaching an Online Course* with prior approval of the Vice-President of Instruction and Student Services. Employees who successfully complete both *Teaching an Online Course (4 credits)* and *Developing Online Courses (6 credits)* and will receive $1,100 stipend effective the first term the online or hybrid course (of at least 3 credits) is taught.

2. Employees teaching via ITV for the first time will receive an additional $300. Subsequent teaching via distance ITV will receive no additional compensation beyond the established schedule.

3. Employees teaching via online for the first time will receive a $500 stipend. Subsequent teaching via online will receive no additional compensation beyond the established schedule.

4. Online, hybrid and ITV courses will count as part of the employee teaching load in the same manner that face-to-face classes count toward the teaching load.

5. Course enrollment maximums for face-to-face courses will be applied to online and ITV courses.

**~~Development of Distance Education Courses~~**

~~1. Faculty who have received prior approval by the Vice President may receive funding to develop a new course or adapt an existing course for delivery online. Multiple sections of a course are not eligible for independent funding. Compensation, based on prior authorization and final approval of the product by the Vice President, will be compensated as follows:~~

~~a. 3 credits $700~~
~~b. 4 credits $825~~
~~c. 5 credits or more $950~~

~~2. The College shall provide appropriate, pre-approved training to a faculty member assigned to teach on-line. The training must be completed prior to the beginning of the online course.~~

**~~Teaching via Distance Education~~**

~~3. Faculty teaching via distance technology (online or ITV) for the first time will be compensated an additional $300 via ITV or $500 via online. Under this provision, a faculty member may earn a maximum $500 for teaching online, and an additional $300 for teaching ITV. Subsequent teaching via distance technology will receive no additional compensation beyond the established schedule.~~

~~4. The teaching of online courses will be compensated on the following basis:~~

~~a. For enrollment of less than 10: number of students multiplied by the number of credits, multiplied by the hourly rate paid for a lecture course.~~

~~b. For enrollments of 10 or more: full course compensation per the established schedule.~~

~~c.~~a. ~~Course enrollment for the first time that a faculty member teaches online shall be capped at 25 students. Thereafter, the maximums for face-to-face courses will be applied to online courses.~~

## 7.0 GRIEVANCE PROCEDURE

7.1 Grievance Definition

A grievance is defined as an allegation by an employee that there has been a violation or misinterpretation of a provision of this agreement.

7.2 Rules of Grievance Processing

a. Timeframes: References to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days which are not designated as holidays. Time limits specified herein may be extended by mutual agreement of the parties at that step of the procedure. Any grievance which is not filed or advanced within the time limits provided for herein shall be deemed to have been resolved by the decision at the prior step and is without further recourse. Any grievance not responded to by the employer within the time limits provided may be advanced to the next step of the procedure.

b. Alternative Procedures: The grievance procedure set forth in this agreement is the sole and exclusive remedy for employee complaints unless otherwise expressly provided herein.

c. Written Grievances: Grievances presented in writing at Steps 2, 3, and 4 shall include the following specific information: a complete statement of the grievance including the facts upon which the grievance is based, dates the alleged grievance occurred and the specific contract provision allegedly violated, names of witnesses having knowledge of relevant facts, and specific remedy requested. The grievance shall be dated and signed by the employee grievant. Copies of relevant documents shall be attached to the grievance. If the required information is not provided, the grievance shall be returned to the employee who shall have ten (10) days to supply the required information or the grievance shall be dismissed as invalid and may not be pursued any further.

d. Union Representation: The employee grievant may at his/her discretion be represented by the union at any step of the grievance procedure.

e. Notification Requirements: Unless otherwise provided, where notice is required to be given, it shall be sufficient:

- in the case of a Member, for notification to be sent by certified mail to the address on file in the Human Resources Office;
- in the case of the Union, for notification to be sent by certified mail to the addresses on file in the Human Resources Office for two members of the Adjunct Faculty Union Executive Committee;
- in the case of the Board, the College or the Administration, for notification to be sent by certified mail to the Office of the President, 777 Grandview Drive, Kalispell, MT 59901

f. Election of remedies: The grievant and the exclusive representative may have the grievance or

disputed interpretation of the agreement resolved either by final and binding arbitration or by any other available legal method and forum, but not by both. After a grievance has been submitted to arbitration, the grievant and the exclusive representative waive any right to pursue against the College, or its agents, an action or complaint arising from the same facts supporting the grievance. If a grievant or the exclusive representative files a complaint or other action against the College, or its agents, arbitration over the same dispute may not be filed or pursued under this Agreement.

7.3 Procedures for Filing Grievances

All grievances must be filed within fifteen (15) days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance.

Step 1: Any employee may present and discuss any complaint with the Vice President of ~~Educational Services~~Instruction and Student Services, with or without a representative of the union, with the intent of resolving the complaint informally. The Vice President of ~~Educational~~ Instruction and Student Services shall have ten (10) days to respond to the complaint. Any settlement, withdrawal or disposition of a complaint at this informal stage shall not constitute a precedent in the settlement of similar complaints.

Step 2: If a grievance is not resolved informally at Step 1, a formal grievance may be filed with the Vice President of ~~Educational~~ Instruction and Student Services. The formal grievance shall be filed in writing with the Vice President of ~~Educational~~ Instruction and Student Services within ten (10) days from receipt of the Step 1 response. The Vice President of Educational Services shall conduct a meeting with the employee to discuss resolution of the grievance within ten (10) days following receipt of the grievance. At the meeting, the grievant shall present to the Vice President of Educational Services all information which is pertinent to the grievance and any other available information that the Vice President of Educational Services requests. The Vice President of Educational Services shall issue a written decision to the employee and the union within ten (10) days following the conclusion of this meeting.

Step 3: If the grievance is not resolved at Step 2, then within ten (10) days from receipt of the response from the Vice President of Educational Services, the employee may submit the written grievance to the President of the College who shall issue a written decision to the employee within ten (10) days of receipt of the grievance.

Step 4: If the grievance is not resolved at step 3, then within ten (10) days from receipt of the response from the President, the employee may submit the written grievance to the Board of Trustees of the College. The Board shall issue a written decision to the employee within ten (10) days ~~of~~ after the next scheduled Board meeting after receipt of the grievance.

Step 5: Within ten (10) days after receipt of the Board's response, the union and the employee may file a written request for arbitration with the President. The written request for arbitration must be signed by the grievant and the union president.

7.4 Rules of Arbitration

A. Selection of the Arbitrator

If the union and the employer cannot agree upon an acceptable arbitrator, they shall forward a joint, written request to the ~~Federal Mediation and Conciliation Service~~ Montana Board of Personnel Appeals to provide a list of five arbitrators. Each party shall alternately strike a name from the list until only one name remains. The remaining person shall be designated as the arbitrator.

B. Fees and Expenses

The fees and expenses of the arbitrator shall be divided equally between the employer and the union. Each party shall bear the cost of preparing and presenting its own case. If either party orders a transcript, it shall allow the other party to copy the transcript by paying half the cost of the transcription.

C. Authority of the Arbitrator

The arbitrator shall neither add to, delete from, nor modify the terms of the agreement. Either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction. The arbitrator shall not have any authority to order any remedy which directly or indirectly grants reemployment beyond the current semester or quarter period. The remedy for any procedural defect resulting from actions or inaction of the employer shall be limited to curing the procedural defect. ~~and/or awarding compensatory damages~~. The Arbitration decision may be challenged in accordance with Montana law. ~~Within twenty (20) working days of receipt of the arbitrator's written award, either the union or employer shall have the right to initiate an action in the appropriate court for a declaratory judgment precluding enforcement of any arbitration award in the event of the existence of any of the following circumstances:~~

~~1. The arbitrator has exceeded his/her authority as circumscribed by this contract.~~
~~2. The arbitrator has assumed jurisdiction of matters not arbitrable.~~
~~3. The award is contrary to law or the terms of this agreement.~~

D. Arbitrability

In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act. The arbitrator shall render a decision on any such issue before preceding with the substance of the case. Upon concluding that the arbitrator does not have jurisdiction to act, the arbitrator shall make no decision of the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time. Either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such a review is completed.

E. Effect of Decision

The decision or award of the arbitrator shall be final and binding upon the employer, the grievant, and the union, provided that either party may appeal a decision as provided for in paragraph C of this subsection.

F. Retroactivity

An arbitrator's award may or may not be retroactive as the equities of each case may

justify, but in no case shall an award be retroactive to a date earlier than ten days before the date the grievance was initially filed or the date on which the act or omission occurred, whichever is later.

## 8.0 EFFECT OF AGREEMENT

8.1 Savings Clause

Should any portion of this agreement be determined unlawful, invalid, or unenforceable by operation of law or by any tribunal of competent jurisdiction (not to include the Board of Trustees or the Board of Regents), that portion of the agreement declared invalid shall be null and void; however, the rest of the agreement shall remain in full force and effect. Upon request of either party, negotiations regarding the portion of the agreement declared invalid shall commence at a mutually agreeable time.

8.2 Interim Amendment

Except as provided for in Section 8.1 each party hereby waives their right to insist that the other party bargain collectively during the life of this agreement with respect to any questions of wages, hours, fringe benefits, or other conditions of employment. This is the sole and complete agreement between the parties and supersedes any previous agreements, understandings, policies, and practices, oral or written, express or implied.

8.3 Changes in Agreement

Changes to this agreement may be negotiated at any time only upon mutual agreement of the parties to this agreement. Any agreed to changes shall be made effective upon any date agreed upon by both parties and shall expire upon the expiration of this agreement.

## 9.0 TERM OF AGREEMENT

9.1 Duration

This agreement shall be in effect from ~~July 1, 2011~~ July 1, 2016 and shall continue until and including ~~June 30, 2014,~~ June 30, 2019and shall be considered to be renewed from year to year thereafter unless either party to this agreement notifies the other in writing of its intent to modify or terminate the agreement. Negotiations for a subsequent agreement shall begin on a mutually agreeable date. ~~The parties further agree that the contract shall be open beginning on March 1, 2013 for negotiations on salary and tuition waivers for the FY 2014 fiscal year.~~

| **For the Employer:** | | **For the Union:** | |
|---|---|---|---|
| Jane A. Karas, President | Date | Pete Hertlein, Union President | Date |
| Board Chair | Date | Union Representative | Date |

~~ADDENDUM A~~

~~Adjunct Faculty~~
~~Pay Rates for FY~~
~~2013~~
~~Effective July 1, 2012~~
~~(This matrix was created by~~
~~adding 3.% to the FY 12~~
~~matrix.)~~

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lecture~~ | ~~1~~ | ~~574.92~~ |
| | ~~2~~ | ~~1149.85~~ |
| | ~~3~~ | ~~1724.77~~ |
| | ~~4~~ | ~~2299.69~~ |
| | ~~5~~ | ~~2874.60~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lec/Lab-Rate A~~ | ~~1~~ | ~~572.15~~ |
| ~~(75% Lecture/~~ | ~~2~~ | ~~1144.29~~ |
| ~~25% Lab)~~ | ~~3~~ | ~~1716.44~~ |
| | ~~4~~ | ~~2288.60~~ |
| | ~~5~~ | ~~2860.74~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lec/Lab-Rate B~~ | ~~1~~ | ~~700.12~~ |
| ~~(50% Lecture/~~ | ~~2~~ | ~~1400.24~~ |
| ~~50% Lab)~~ | ~~3~~ | ~~2100.36~~ |
| | ~~4~~ | ~~2800.48~~ |
| | ~~5~~ | ~~3500.60~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lec/Lab-RateC~~ | ~~1~~ | ~~762.87~~ |
| ~~(25% Lecture/~~ | ~~2~~ | ~~1525.74~~ |
| ~~75% Lab)~~ | ~~3~~ | ~~2288.61~~ |
| | ~~4~~ | ~~3051.48~~ |
| | ~~5~~ | ~~3814.35~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Activity/Lab only~~ | ~~1~~ | ~~758.55~~ |
| | ~~2~~ | ~~1517.12~~ |
| | ~~3~~ | ~~2275.68~~ |
| | ~~4~~ | ~~3034.25~~ |
| | ~~5~~ | ~~3792.80~~ |

Salary – convert to LHE model. 16-17 – 7% average, 17-18 – 1.5%, 18-19 – 1.5%

**TERMS**: All applicable dates and formatting modified to negotiated contract status. Bargaining Table is open to any new items and/or subjects of bargaining until parties agree to close the table. The College reserves the right to change, delete, add to or otherwise modify any open item during bargaining.

4/28/16

Tom, Fred, Karen
Marita, Dru
Blake
Chris, Kg

Tom — Proposal from adjuncts
Comprehensive doc, confusion regarding compensation
Clearer under Turely going forward. Few ways to go.

Dru — Not want to work summers, not paid
Pete — First points that we can agree on. Not willing to do that.
My time is more valuable than that.

Dru — Salary proposal from 4/8
Craig — 3.4.1 strike 3.4.2. strike 3.4.3 new.
Dru — 3.6 Marita New from PTF exception at last sent.
A Unfair to make contribution to Charity. same as PTF
Remove charity option B. change strikeout - no receipt
4.1 Agreed
5.1 Agreed
5.2
5.3 Non discrimination, not using case in MHRC
another option than straight to lawsuit. In an uplifting manner.
- Board Policy - doesn't say anything if it's found to be true.
- Insurance never received any on policy. Link on faculty portal preferred.
5.5 - Called in for meetings unaware that ended up in disciplinary action. Craig - interpret not rehires as disciplinary
Martin - Prof time & hours out schedule.

5.6 Agreed, no change

5.7 College practice

5.8. Agree

5.9. Students have not been able to get onto portal. Grading ed. Suggest "pending" technical investigate, addressing issue, help to address enrollment. Students can't get in.

5.11. Add proposed from original Part C Student Complaints, Part 5 issues students faced changes in classes of delivery. NO case becoming more of an issue.

5.7.7. Don't revisit courses.

6.2. Put back in, FT

6.3. Leaves of absence -

# Adjunct Negotiations Meeting
# Minutes

*Attendance: Brad Eldredge, Karen Glasser, Chris Clouse, Marita Combs, Wayne Hammer, Peter Hertlein, Craig Naylor, Tom Burgess, Fred Longhart, Dru Willey*

Craig opened up meeting and noted fours areas they want to address: salary, grievances, academic freedom, and student complaints. For the grievances, academic freedom, and student complaints they want to do the same wording full-time faculty puts in their contract. Karen asked if they don't put in anything about student complaints if adjuncts agree with that. Marita would like to continue to negotiate if a policy on student complaints is not included in the full-time faculty agreement. Karen commented she will have to look at the full-time faculty agreement before these items can be agreed upon.

Dru presented on compensation. Dru brought up that pay is very low and it has not been changed in a long time. Came up with an average of $673 dollars for a credit. Dru took at a full-time faculty and the difference between that and an adjunct it came out to a difference of $253. Dru is proposing a four step pay at different levels of pay for degrees. Step 1 for Level 1 is $743, then $753, then $763, and step four as $773 for the current year. The following two academic years will be at an increased rate to start closing the gap. They have the levels for masters and then included a Terminal Options since there are not necessarily PhD levels for certain programs that really fit. Dru discussed the breakdown for semesters since a lot of adjuncts teach just one class. Dru discussed statement at the top about New Employees. New employees should not be paid more than step 2 for fairness to employees that have been here for a while. Brad asked for clarification of their level of experience not placing them hirer. Dru stated they would be able to move up after 16 credits. Dru discussed his experience working two years at one college and four years at another college, that was not taken into consideration here. Noted the terminal degrees being a factor in instructors that can teach courses that can be transferred.

Karen asked for clarification on when this begins. Dru confirmed it would be retroactive. Karen asked for clarification on the $730 starting. Dru explained the minim for full-time faculty that he came up with, $883 is 80% on the 3rd year. Dru noted the difference of over $200 and realizes this may be a lot to ask for in an increase so they are proposing to stretch it over a three year system.

Karen asked if the $883 is a set number or will it be modified if the full-time faculties have a change in their pay. Dru noted it is being proposed as a set number, but they are open to considering that in the future looking at the change and seeing if there is a large gap again. Adjuncts are making 46% of a salary that the full-time staff is making. They want to narrow the gap. They know it cannot be made up all in one year, so this is why it is spread out and they want to close that gap.

Tom commented this proposal is two-fold. They really wanted to create a methodology that made sense. Looked at the method first then the numbers and a way to close the gap. Tom feels the methodology is very important to them.

Chris asked about the numbers Dru came up with for the minimum full-time salary and Dru responded the target salary they came up with was $875. Then they took the difference between that and Adjuncts pay. $673 is the average for all, they added the difference between that and full. Came up with $210, took and divide by 3 for the 70 + 70 to start closing the gap. They could propose to jump to $883 now but understand that might not be able to happen.

Brad asked if this holds all members harmless. Dru found somewhere around $758 as the highest, so it is pretty close. They don't want anyone to lose salary. They noted at the top of the proposed compensation plan that there will be no salary reduction for current employees. They don't want anyone to be moving down because of this plan.

Karen asked about two years retroactive and one year current since we are close to the end of this year already. Dru wants to make sure that this year definitely reflects increase so adjuncts can see the change. Fred asked about the 4 steps as compared to the 7 steps. Karen commented it is hard to tell currently and she will have to really look at the numbers.

Brad commented he does understand this new proposed compensation. Chris asked about pay being retroactive if the credits will be retroactive. Brad asked if they are assuming then the whole package is coming retroactive then. Tom mentioned the key being down the road the gap getting closed. Fred asked about the proposal and where they were being placed if they start over or stay at current status. Karen responded she thought they were looking at current status. Karen asked if they have a proposal for the language of the compensation plan. Dru responded no, they wanted to first see if they were coming upon agreement.

Craig brought up the four items again for today being compensation, grievances, academic freedom, and student complaints. They wanted to come to an agreement on these items and move them forward, before others. Brad and Karen noted they are in open negotiations right now with full-time faculty so it is hard to agree to the three items without knowing what the full-time come up with. Craig noted the full-time will have a grievance process and to keep it simple they want to do the same; grievance and academic freedom should be the same and they want to move that forward. Dru noted they will accept what will be agreed upon with the full-time. Karen noted they still will have to review this first especially if tenure or anything is mentioned that doesn't apply to adjunct faculty. Karen would like to review it first, they need to reference it before they can really agree to that. Karen does feel the last proposal did have the academic freedom language, they need to verify it; 5.16. Karen feels they can get back to them soon on these items, but at this moment cannot. Tom noted the differences are very minimal between the tenure grievances. Tom has not shared the full-time faculty information with the adjuncts, but in reality they should be almost identical he feels. Tom noted the two contracts should have some of the same information and they want to make them consistent. Karen concluded it will be reviewed and she will get back to the committee regarding these items.

Craig's goal for each meeting is to move some items forward each time. There are many to be addressed and they want meetings to accomplish items each time. Karen noted they soon will be able to respond to the grievance item.

Next Meeting Time – Tom noted next meeting he has with tenure full-time faculty is the 13th. Group agreed upon Thursday, April 28th at 8:00 am in BC 125. That meeting will go over language of the contract and Karen will email them with the 4 items today prior to then. Craig noted they will let them know items for next meeting they will be wanting to move forward.

4/20/2016
11:33AM

Karen Glass,

We were wondering when the Adjunct Faculty Union Negotiation Team will be receiving the college's response regarding the Compensation. We need ample time to review before our meeting April 28.

Thank you.

Peter J. Martinez

Marita Cortez

4/5/16

Craig - Address salary grievance, academic freedom, student complaints
whatever faculty come up w/ mt to

Drew - No contractual language proposal

Craig - Move forward that's simple. All language simple.
Focus on same each time.
Academic Freedom, grievance -
Student Complaints!

Issue: Lecture/lab equity

| Scenarios: | Pro | Con |
|---|---|---|
| Student lab assistants | $ | OF AVAILABILI |
| Step up gradually - phase in | $$ | CF/GF EVENTUAL $$ |
| Set: Lab 1 20 → 15 | ~~$$$~~ EQUITY | OF $$$ |
| Just to maintain / fix equipment | $$ | OF QUALIFICATION |
| Release time | | CFF $$ ADJUNCT |

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Jessica - Hit on last summer

## Parents brought toddler to hospital

# Flathead County Sheriff's Office investigates death of 2-year-old girl

By MEGAN STRICKLAND
Daily Inter Lake

Flathead County Sheriff's Office is investigating the death of a toddler who died Tuesday in Evergreen.

Two-year-old Zaila Haynes was transported to Kalispell Regional Medical Center by her parents at around 10 a.m. Tuesday, according to a press release from Flathead County Sheriff Chuck Curry. Attempts to revive the girl were unsuccessful.

"We routinely do this any time a young child dies," Curry said. "It is suspicious just by the fact that a 2-year-old child dies. We always put a lot of effort into determining how and why."

The girl's body has been transported to the Montana State Crime Lab for further investigation. Deputies are still investigating in the case as well.

According to the birth announcement printed in the Daily Inter Lake in 2013 for Haynes, she is the daughter of Chase Haynes and April Stokes.

*Reporter Megan Strickland can be reached at 758-4459 or mstrickland@dailyinterlake.com.*




www.dailyinterlake.com

DAILY INTER LAKE

THURSDAY | MARCH 31, 2016 | $1.00 | Serving the Flathead Valley since 1889


# Hatchery objects to bottling plant

By SAM WILSON
Daily Inter Lake

In a formal objection filed earlier this month, the U.S. Fish and Wildlife Service challenged the Montana Department of Natural Resources' determination that a proposed water bottling plant in Creston would not adversely affect the nearby fish hatchery.

The federal agency operates the Creston National Fish Hatchery less than three miles from a well that would pump up to 231.5 million gallons of water from the underlying aquifer each year, according to a preliminary water-rights permit issued to the Montana Artesian Water Co. in January.

The Fish and Wildlife Service disagreed with the modeling used to estimate the proposed water right's impact on other users, and criticized an internal memo in which

# Union negotiating for better adjunct pay at FVCC

By KATHERYN HOUGHTON
Daily Inter Lake

The union representing adjunct teachers at Flathead Valley Community College continues to advocate for higher teacher pay as a third year of negotiations with the college begins.

Adjunct staff are hired on a semester basis, meaning their position is re-evaluated before each new season of courses.

FVCC is made up largely of adjunct staff, according to college President Jane Karas. She said there are 120 adjunct employees at the college and 53 faculty members. Of those adjunct teachers, 64 are union members.

FVCC adjunct instruc

the department asserted that the Flathead River and Flathead Lake provide most of the Deep Aquifer's water.

The source of the proposed plant's water withdrawals, that aquifer also supplies water to the hatchery, which produces hundreds of thousands of rainbow and westslope cutthroat trout each year.

"Nowhere has consideration been given to a water balance for the aquifer," the March 17 objection states.

The federal government argues that the Deep Aquifer's water originates in the Swan Mountain Range, a view shared by the consulting company that oversaw the plant's water-rights application.

"The aquifer primarily recharges from the snowmelt infiltration that occurs in the mountains and percolates down through the bedrock and into the unconfined aquifer," Roger Noble, a hydrologist with Applied Water Consulting, said Wednesday. "If anything, the aquifer provides recharge to the lake. But the river is a fairly independent system from the Deep Aquifer."

However, the service is requesting more detailed results from the state's hydrological modeling, and noted its own analysis of impacts to the water table differ from the state's.

U.S. FISH AND Wildlife Services' Brian Ham lets Willow Henke, from left, Trekk Henke, Tayler Green and Jordyn Greene feed the fish at the Creston National Fish Hatchery on Wednesday. (Aaric Bryan photos/Daily Inter Lake)

U.S. FISH AND Wildlife Services' Tricia Cycz cleans a tank holding 4-month-old rainbow trout in a weather port at the Creston National Fish Hatchery on Wednesday.

The federal agency estimates the hatchery's wells could see a drawdown of 20 feet.

Regarding the state's finding of "no adverse effects" from the new water right, the service argues that "the proposed well and pumping diversions will cause a decrease in the artesian pressure of the wells that are utilized on the Creston National Fish Hatchery, and ultimately lead to a loss in our ability to exercise our water right."

The Creston hatchery gets the bulk of its water from the 27-acre Jessup Mill Pond, which is fed by 13 artesian wells connected to the Deep Aquifer.

From there, it flows through a water treatment system and supplies clean water to dozens of massive, open tanks, called "raceways," each of which contains tens of thousands of fish during the final stages of their development.

Travis Slivka, the facility's assistant manager, said the hatchery stocks Montana's lakes with about 600,000 rainbow trout each year, along with 300,000 westslope cutthroat trout — considered a "species of concern" by the state.

"On average, we're taking about 7,000 gallons per minute of that water," Slivka said, adding that the treatment process "is a preventative measure. Our water is 100 percent clean and disease-free."

But because early-stage fish, or "fry," are particularly susceptible to disease, the hatchery only rears them in water pumped directly from a separate pair of artesian wells on the property.

Slivka said the supply of pure spring water is critical to ensure that no bacterial contamination enters the tightly controlled tanks that fill the hatchery building.

"It's also a constant 74 degrees year-round, so we have control over all the variables by using well water," he added.

The hatchery is among several objectors to the plant's preliminary water right, which during the last month has attracted criticism from residents throughout the Creston area. An online petition opposing the plant attracted more than 11,000 signatures in the last three weeks.

In response to public requests, the Department of Natural Resources and Conservation extended the objection period deadline to April 7.

*Reporter Sam Wilson can be reached at 758-4407 or by email at swilson@dailyinterlake.com.*

tors are among the lowest paid staffers within the Montana University System, according to a March 23 Adjunct Action newsletter published by the Adjunct Faculty Union. Its adjuncts currently are paid $575 to $759 per credit, compared to Miles Community College's adjunct pay of $1,112 per credit and Dawson Community College's pay of $1,146.

Karas said she doesn't have an expectation of when the negotiations will be completed. She said so far, the college has met with the union eight times since negotiations began in April 2014.

"Every negotiation is unique and we will continue to work together to reach a mutually agreeable negotiation," Karas said, adding that faculty union negotiations also are underway.

Adjunct Faculty Union Secretary Marita Combs said the last contract agreement in 2012 gave a roughly 3 percent pay increase.

"Our union's bargaining approach is a spirit of working with FVCC in a positive way to reach an agreement," Combs said. "Even though it's been long, I'm not discouraged."

According to a 2015 Adjunct Action report, the union is requesting

See UNION, A10



## Inside



Hunting for trophies? The big ones are still out there
Page C1

8 36118 00010 2

# ELECTION 2016

# Daybook

## TODAY

◆ Red Cross blood drive, 10:30 a.m. to 3 p.m., Marion Fire Department. Sponsored by Pleasant Valley Apiaries.

◆ Community Tap Night, 5-8 p.m., Cabinet Mountain Brewing Co., 201 Mineral Ave., Libby. $1 of every beer sold benefits Northwest Montana Chapter Forest Fire Lookout Association.

◆ Canyon Community Dinner, 5:30-6:30 p.m., Hungry Horse School, North Avenue. Follow signs. Menu is chili, cornbread, salad, vegetables, brownies and ice cream. Free. All welcome. Call Luann, 261-1082 or Flo, 250-3406.

◆ Marion Fire District board meets 7 p.m., Marion Community Center, 180 Gopher Lane. Public welcome.

◆ Flathead Valley Genealogical Society member Vicki Crowley gives a hands-on presentation on how to research your family history, 7:30 p.m., West Shore Community Library, 100 Blerney Creek Road, Lakeside. Bring your laptop if you have one. RSVP to 844-3719.

## FRIDAY

◆ Columbia Falls Library Association Bookstore bag sale, 10 a.m. to 4 p.m. today and Saturday, 39 Sixth St. W., Columbia Falls. Fill a plastic grocery bag with books, CDs and videos for $4.

◆ Red Cross blood drive, 10 a.m. to 2 p.m. at the center, 126 N. Meridian Road, Kalispell.

◆ Screening of "Suffragettes," 6:30 p.m. Museum at Central School, Kalispell. Doors open 6 p.m. Suggested minimum donation $5 to benefit Flathead County Democratic Women's scholarship fund.

◆ 50th annual Creston Auction and County Fair, today through Sunday. Con-

### ONLINE CALENDAR

The Daily Inter Lake also publishes a separate online calendar that allows organizations to post their own events. Visit www.dailyinterlake.com and click on "Events Calendar."

SNOWbus Brewfest, 1-5 p.m. Whitefish Mountain Resort Village. Sixteen microbrewers. Advance tickets $20 at Kalispell Sportsman Ski Haus, Great Northern Brewery and at resort Info Center; $25 at door. ID required. SNOWbus runs every half hour to/from Mountain Mall starting at 12:30 p.m. until 6 p.m. Call 862-2900.

◆ Flathead County Animal Shelter volunteer orientation, 1-2 p.m., 225 Cemetery Road, south of Kalispell. All welcome; children under 18 need to be accompanied by an adult. Call 752-1310.

◆ Hawaiian luau dinner, 5-6:30 p.m., First United Methodist Church, 301 16th Ave. E., Polson. Tickets $12.50 each, $6 for children ages 6-10. Call Dee Walker, 883-0099. All invited.

◆ Sons of Norway meet 7 p.m., Buffalo Hill Terrace meeting room, 40 Claremont St., Kalispell. Call 752-2357.

## SUNDAY

◆ Spring meeting of American Legion of Montana, April 3, Ronan Senior Center, Main Street West, Ronan. District 4 Legionaires across Northwest Montana will attend. Registration 9 a.m. Joint banquet at noon with Cmdr. Jim Grosset of Calgary as guest speaker. Business meeting 1:10 p.m.

◆ 50th annual Creston Auction Country Fair, 9 a.m.

# Trump backtracks on question of punishing women for abortion

GREEN BAY, Wis. (AP) — Republican presidential front-runner Donald Trump said Wednesday that women who get an abortion should receive "some form of punishment" if it is ever outlawed, drawing swift condemnation from activists on both sides of the divisive social issue.

Within hours, Trump's campaign sought to take back his comments in two separate statements, ultimately saying the billionaire businessman believes abortion providers — and not their patients — should be the ones punished.

"My position has not changed," Trump argued in both statements released by his campaign. "Like Ronald Reagan, I am pro-life with exceptions."

Trump's original remarks about abortion came in a heated exchange with MSNBC host Chris Matthews at the Wednesday afternoon taping of a town hall in Green Bay, Wisconsin, scheduled to air that night. Matthews asked Trump whether he believes abortion should be outlawed.

After an extended back-and-forth, Trump said, "you have to ban" abortion and "there has to be some form of punishment" for women who violate such a restriction.

Pressed by Matthews on the nature of that punishment, Trump responded, "I haven't determined what the punishment should be."

Trump also suggested that should abortion ever be barred, women could continue to receive abortions at "illegal places."

"You know you'll go back to a position like where they had where people perhaps will go to illegal places," he said.

Trump's remarks were assailed by abortion-rights supporters, but they also unsettled anti-abortion activists who said the comments clash with efforts to show empathy with women contemplating whether to have the procedure.

"We have never advocated, in any context, for the punishment of women who undergo abortion," Marjorie Dannenfelser, president of the national anti-abortion group Susan B. Anthony List, said.

"As a convert to the pro-life movement, Mr. Trump sees the reality of the horror of abortion — the destruction of an innocent human life," Dannenfelser said. "But let us be clear: punishment is solely for the abortionist who profits off of the destruction of one life and the grave wounding of another."

The March for Life said on Twitter: "No pro-lifer would ever want to punish a woman who has chosen abortion. This is against the very nature of what we are about."

Asked to clarify his position, Trump's campaign initially issued a statement saying he believes the issue should rest with state governments. But as the condemnation from all sides mounted, Trump's campaign issued a second statement that rejected his idea that a woman should face repercussions for undergoing an illegal abortion.



## ROUNDUP

### Hillary Clinton begins New York primary campaign with jab at Trump

By Jennifer Epstein
Bloomberg News (TNS)

NEW YORK — Hillary Clinton began her closing argument for New York primary voters on Wednesday with a defense of the state's values that doubled as a harsh rebuke of her fellow New Yorker and Republican presidential candidate.

compared to 30 percent for Donald Trump and 21 percent for Ohio Gov. John Kasich. About 8 percent of respondents were undecided.

The Marquette Law School Poll was conducted Thursday through Monday. The poll's full sample includes 1,405 registered voters interviewed either by cellphone or landline. Results for the Republican primary are based on 471 voters who say they're certain to vote. The GOP sample has a margin of error of plus or minus 5.8 percentage points.

Wisconsin's primary election is Tuesday, and

signment Day, 7 a.m. to 7 p.m. today. Creston Auction and Country Fair, 9 a.m. Saturday. Auto, marine, RV and equipment sale, noon Sunday. Volunteers needed. Call 406-250-7396.

## SATURDAY

◆ 50th annual Creston Auction Country Fair, 9 a.m. today. Auto, marine, RV and equipment sale, noon Sunday. Call 406-250-7396.

◆ Columbia Falls Library Association Bookstore bag sale, 10 a.m. to 4 p.m., 39 Sixth St. W., Columbia Falls. Fill a plastic grocery bag with books, CDs and videos for $4.

◆ Lakeside Community Garden hosts program by a Hooper's Garden Center representative, 10 a.m. Lakeside Community Church. Raised beds available for rent; lakeside-garden59922@gmail.com

◆ Peace Corps volunteer Terri Nichols give a presentation titled, "Two Years in Zambia: Perspectives on Cultural Exchange and Service in the Peace Corps," 1 p.m., Whitefish Community Library. Public welcome.

◆ Big Mountain Commercial Association spring equipment sale, noon Sunday. Call 406-250-7396.

## MONDAY

◆ AARP Smart Driver Course, 9 a.m. to 1 p.m., The Summit, Kalispell. $20 fee ($15 for AARP card-holding members.) Call 751-4500.

◆ Pleasant Valley School hosts an open house for new junior kindergarten and kindergarten students 9 a.m. to 4 p.m., 7975 Pleasant Valley Road, Marion. Call 406-858-2343.

◆ Red Cross blood drives: 12:30-6 p.m. West Kootenai Community; 1:30-5:30 p.m. at the center, 126 N. Meridian Road, Kalispell.

## TUESDAY

◆ Creston School board meets at 7:30 a.m.

## THOUGHT

"An optimist may see a light where there is none, but why must the pessimist always run to blow it out?"
◆ Rene Descartes, French philosopher (born this date in 1596, died 1650).

## 100 YEARS AGO

### ROAD TO BE BUILT IN THE PARK

The news of most importance to this locality which is brought back from the National Parks Highway association convention at Spokane yesterday by returning delegates is the statement that a telegram was received from Assistant Secretary of the Interior Mather to the effect that a road will be built through Glacier National park, the first leg of which – from the foot of Lake McDonald to Gunsight Pass — will be undertaken this year.

THE DAILY INTER LAKE, MARCH 31, 1916

Donald Trump.

"We're gonna stand up for the values that make New York great and make America great," Clinton said from the historic stage of Harlem's Apollo Theater, echoing Trump's campaign slogan and Texas Sen. Ted Cruz's January attack on what he called "New York values."

While continuing to compete for primary votes and to contrast herself with her opponent for the Democratic nomination, Vermont Sen. Bernie Sanders, Clinton has in recent weeks focused her attention on the Republican field and Trump in particular, aware that he's her most likely opponent in the general election. With the primary calendar coming to the home turf of three candidates (hers since the late 1990s, Trump's since birth and Sanders was born and raised in Brooklyn), Clinton tried to appeal to New York primary voters and beyond.

crossed the state to rally support.

Cruz is not mentioning rival Trump during a Wisconsin campaign event the Texas senator dubs a "celebration of women."

## Poll: Cruz has advantage in WI among GOP voters

WASHINGTON (AP) — A new opinion poll shows Ted Cruz with an advantage in Wisconsin among likely Republican primary voters.

The data released Wednesday from Marquette University shows 40 percent of likely GOP primary voters support the Texas senator,

for their support.

**For further information call Kalispell Parks and Recreation at 758-7715**

## NOTICE OF ELECTION

Notice is hereby given that in Flathead County, on May 3, 2016 a regular election will be held in:
Evergreen Rural Fire District
to elect trustees for the district.
The election will be conducted by mail ballot only; regular polling places will not be open.
Ballots will be mailed April 13, 2016.
In order to be counted, ballots must be received at the election office by 8:00 p.m. on Election Day, May 3, 2016.
Return your ballots by mailing to:

- Flathead County Election Department
  800 S. Main - Room 115, Kalispell, MT 59901

or dropping it off at:

- Flathead County Election Department
  800 S. Main - Room 115, Kalispell, MT 59901
- Flathead County Fairgrounds, Country Fair Kitchen
  Kalispell, MT 59901

APRIL 13 - MAY 2, 8:00 A.M.-5:00 P.M. Monday - Friday
**ELECTION DAY - MAY 3, 2016 - 7:00 A.M. TO 8:00 P.M.**

DATED this 25th day of March, 2016
Debbie Pierson
Flathead County Election Administrator

## Lottery numbers

**Powerball**
24-44-53-55-63
Powerball: 19
Power Play: 2

**Mega Millions**
33-38-40-46-49
MegaBall: 15
Megaplier: 5

**Lucky for Life**
12-21-25-30-40
Lucky Ball: 5

**Montana Cash**
9-15-35-37-41

**Hot Lotto**
7-13-37-39-46
Hotball: 2


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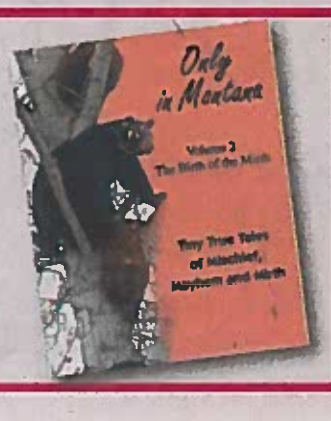

NATION

# FDA: Women can take abortion pill later in pregnancy

OKLAHOMA CITY (AP) — Women will be able to take the so-called abortion pill later in a pregnancy and with fewer doctor visits under a new federal label for the drug that undermines several state laws aimed at restricting medical abortions.

The Food and Drug Administration (FDA) notified the manufacturer of the drug Mifeprex in a letter on Tuesday that the drug is safe and effective for terminating a pregnancy in accordance with the new label. Also known as mifepristone or the abortion pill, the drug manufactured by Danco Laboratories is used in combination with another drug, misoprostol, to end a pregnancy.

While abortion providers in most states already are using the protocol outlined in the new label, laws in effect in Ohio, North Dakota and Texas prohibited "off-label" uses of the drug and mandated abortion providers adhere to the older protocol approved in 2000. Similar laws in Arkansas and Oklahoma have been on hold pending legal challenges, while a county judge in Arizona ruled in October that state's law was unconstitutional.

Under the new label, a smaller dose of mifepristone can be used up to 70 days after the beginning of the last menstrual period instead of the 49-day limit in effect under the old label. Also, the second drug in the protocol, which follows a day or two later, can be taken by a woman at home and not be required to be administered at a clinic, reducing the number of office visits a woman must make.

"The FDA's approval of a label reflecting a more updated, evidence-based protocol for medication abortion has the potential to expand women's options for safely ending a pregnancy in the earliest weeks," said Nancy Northup, the president and CEO of the Center for Reproductive Rights. "This label change underscores just how medically unnecessary and politically motivated restrictions on medication abortion in states like Texas and Oklahoma truly are, and demonstrates the lengths politicians will go to single out reproductive health care to restrict women's rights."

Abortion rights supporters say they expect providers in Ohio, North Dakota and Texas to begin administering the drugs in accordance with the new label within the next few days.

Chris France, executive director of Preterm, Ohio's largest abortion provider, said: "We will be implementing the new protocol today."

France said before Ohio's law prohibiting off-label use of the drugs went into effect, between 10 and 15 percent of patients elected for a medication abortion. That number dropped below 2 percent after the law took effect.

"Combined with other restrictions in our state, medication abortion has required four in-person clinic visits, making this method too costly and cumbersome for most people," France said. "Now, our providers will no longer be forced to practice medicine mandated by politicians whose goal is to shut us down."

Randall O'Bannon, director of research for the anti-abortion group National Right to Life, said medication-induced abortions still are dangerous and have led to at least 14 deaths and thousands of injuries. He says the new protocols serve mostly the interests of the abortion industry by increasing their profit margin by requiring a smaller dose of the drug and reducing the level of staff they have to devote to the patient.

"It looks like this benefits the abortion industry and increases their potential customer base and revenues, but it's not clear that anything here makes it safer for women in the long run, and certainly nothing about a chemical abortion makes it any safer for the unborn child," O'Bannon said.



# Fliers brace for big lines at airports

NEW YORK (AP) — An expedited screening program called PreCheck was supposed to be the answer to maddeningly long security lines at the airport. But four years after its launch, the Transportation Security Administration is far short of enrolling enough travelers to make a difference, spelling trouble for summer travel season.

Fliers can expect massive security lines across the country, with airlines already warning passengers to arrive at least two hours early or risk missing their flight.

The TSA cut its airport screener staff by 10 percent in the past three years, anticipating PreCheck would speed up the process. When not enough fliers enrolled, the agency tried to make up for that shortfall by randomly placing passengers into the express lanes. But it recently scaled back that effort for fear dangerous passengers were being let through. That's when the lines started growing, up to 90 minutes in some cases.

The TSA is shifting some resources to tackle lines at the nation's biggest airports, but says there is no easy solution to the problem with a record number of fliers expected this summer.

"We had unacceptable line waits at the majority of our hubs," says Robert Isom, chief operating officer of American Airlines. "Based on what the TSA is telling us, there is no relief in sight."

Launched nationwide in 2012, PreCheck gives previously vetted passengers special screening. Shoes, belts and light jackets stay on. Laptops and liquids stay in bags. And these fliers go through standard metal detectors rather than the explosive-detecting full-body scanners most pass through.

PreCheck lanes can screen 300 passengers an hour, twice that of standard lanes.

The TSA offered Congress a lofty goal of having 25 million fliers enrolled in the program. Based on that and other increased efficiencies, the TSA's front-line screeners were cut from 47,147 three years ago to 42,525 currently. At the same time, the number of annual fliers passing through checkpoints has grown from 643 million to more than 700 million.

As of March 1, only 9.3 million people were PreCheck members. Applicants must pay $85 to $100 every five years. They must also trek to the airport for an interview before being accepted.

Educate yourself on proper pet care and pet health problems by asking questions and finding answers from reliable, trusted sources of information.

## The Importance of Wellness Exams

Veterinarians recommend regular wellness exams for the same reason your physician and dentist recommend them - if you can detect a problem in its early stages, it's more likely to be treated and resolved with less expense, less difficulty and better success.

As the saying goes, an ounce of prevention is worth a pound of cure. Vaccinations, heartworm prevention and routine deworming are important components of wellness care and can prevent diseases that are not only life-threatening, but very expensive to treat.

Your veterinarian can recommend a wellness program based on your pet's breed (some breeds are predisposed to certain health problems), age, lifestyle and overall health.



A Healthy Pet Is A Happy Pet!

# Please remember:

a rabies vaccination can save BIG money!

Dogs and cats MUST be current on rabies, and a bite incident requiring quarantine can cost over $300.00!


## Vaccinations are available at:

- All Veterinarians
- Flathead Spay & Neuter Taskforce 881-4500
- Petco - 257-9574


# Please don't wait - VACCINATE!

# WASHINGTON

## Easter message

## Obama says terrorists are trying to 'weaken our faith'

WASHINGTON (AP) — President Barack Obama said an Easter prayer breakfast at the White House on Wednesday took on new meaning following a pair of "horrific acts of terrorism" that killed scores of people in the capital of Belgium and in one of Pakistan's largest cities.

Obama said the terrorists want to "weaken our faith" and cause people to retaliate against those who look or pray differently. He counseled against succumbing to those particular temptations.

"If Easter means anything it's that you don't have to be afraid," he told a gathering of religious leaders.

More than 30 people were killed when suicide bombs tore through the airport and a train station in Brussels, Belgium, last week. The Islamic State group claimed responsibility. Days later, on Easter, a suicide bombing by a breakaway Taliban faction killed more than 70 children and adults in a Pakistani park.

"These attacks can foment fear and division. They can tempt us to cast out the stranger. Strike out against those who don't look like us, or don't pray exactly like we do. And they

## Presidential politics puts TPP treaty in doubt

By KEVIN FREKING
Associated Press

WASHINGTON — Donald Trump and Hillary Clinton agree on almost nothing — except for their dislike of a sweeping agreement that would erase most tariffs and other trade barriers among the United States and 11 other nations.

"Insanity," Trump calls the deal. Democrat Bernie Sanders describes it as "disastrous." Clinton and Republican Ted Cruz have used less colorful language, but ultimately opposed the pact. Ohio Gov. Josh Kasich, supports the deal, but he is running a distant third in the GOP race.

All the bashing from the presidential candidates has created more difficulties for the Trans-Pacific Partnership, one of President Barack Obama's top priorities in his final year in office.

Some Democratic supporters of the TPP have come around to Senate Majority Leader Mitch McConnell's position that it's best to wait until after the November elections to have a vote during a lame-duck session of Congress.

"I don't think anyone wants to take it up in the lame duck if there aren't the votes for it, but I don't see any chance of taking this up earlier than that. That's for sure," said Rep. Gerry Connolly, D-Va.

Groups working behind the scenes in support of the agreement said many lawmakers are cautious about staking out a positon on TPP. Another big challenge is the short legislative calendar as lawmakers spend more time at home campaigning and less in Washington.

"Make no mistake the presidential campaign is a huge factor. It presents a stream of challenges that's difficult for a trade association to deal with," said John Murphy, a senior vice president at the U.S. Chamber of Commerce.

While the trade pact is supposed to make products cheaper for consumers and help level the playing field for exporters, opponents say it includes giveaways to business lobbies and will cause downward pressure on wages and job losses in some industries.

For the pact's supporters, there's a huge incentive to try to get something done this year, knowing the next president will be hard-pressed to touch the issue at first.

Congress approved legislation last year that allows TPP to be approved by a simple majority without opportunities to amend it. The Obama administration believes that coalition remains largely intact.

The real battle will be in the House, where last year's fast-track legislation passed by a narrow vote of 219-211. The administration is hoping that business and agriculture groups can sustain Republican support and limit any dropouts among the 28 House Democratic lawmakers who supported fast-track trade legislation last year.

## House panel issues subpoenas in fetal tissue probe

By ALAN FRAM
Associated Press

WASHINGTON — The special House panel investigating fetal tissue donation by such groups as Planned Parenthood has issued 12 more subpoenas to organizations that the Republican leading the probe says have not fully cooperated with requests for information.

Democrats complained that the panel is investigating unjustified allegations by anti-abortion extremists and — by demanding the identities of some workers — is jeopardizing their safety.

The panel headed by Rep. Marsha Blackburn, R-Tenn., said Wednesday that targets of the subpoenas include StemExpress, a company that provides fetal tissue to researchers; Ganogen Inc., a biotechnology firm and the BioMedical Research Institute of America, which helps set standards for the work.

The committee said "individuals with relationships to the University of New Mexico," which conducts fetal tissue research, were also subpoenaed. Some subpoenas' targets were hidden in documents the panel provided.

"There should be no resistance to letting all the facts come out," Blackburn said in a statement justifying her committee's action. "But some abortion supporters seem to be clearly rattled with basic facts coming to light."

Most subpoenas were for documents, but some require recipients to give closed-door depositions to investigators. None were identified as going to Planned Parenthood, but some requested information about communications with the organization's chapters.

One subpoena, whose recipient was redacted, demanded the names of all "current and former" University of New Mexico personnel involved with fetal tissue from Southwestern Women's Options, a clinic where abortions are performed, plus the identities of "any supervisory personnel."

Another, issued to Ganogen, sought information on "all fetal tissue or fetal body parts that Ganogen received, purchased or procured."

The panel's top Democrat, Rep. Jan Schakowsky of Illinois, said some recipients hadn't previously been asked for information or hadn't been asked to voluntarily provide it. She reiterated Democrats' concerns that identifying some organizations' workers could expose them to physical harm by abortion opponents.

"Chair Blackburn has refused to explain why she needs a database of names," Schakowsky said. "It is time for this witch hunt to come to an end."

## Justices: Government can't freeze assets unrelated to crimes

WASHINGTON (AP) — The government cannot freeze the financial assets of people accused of crimes if the money has no connection to criminal activity and is needed to

Sixth Amendment guarantees a fundamental right of defendants to be represented by a lawyer they can afford to hire.

"The government would undermine the

and paying kickbacks to people who referred patients. Prosecutors said the schemes netted her companies about $45 million from Medicare over a six-year period, but offi-

federal appeals court.

Breyer said that "until conviction, the untainted property at issue belongs to the defendant, pure and simple." His opinion was joined by Chief

most in need of help and refuge," Obama said.

"That's the intent of the terrorists, is to weaken our faith. To weaken our best impulses, our better angels," he said.

Obama said his faith has changed him and taught him there's always the possibility of redemption.

He said his final Easter prayer breakfast as president was bittersweet, and he thanked the clergy members for working with him over the years. He promised that their partnerships will continue after he leaves office, in January.

"After a good chunk of sleep when I get out of here, I'm going to be right out there with you," he said. "So you're not rid of me yet."

the Supreme Court ruled Wednesday.

Five justices agreed that federal prosecutors violated the constitutional rights of a Miami woman accused of Medicare fraud when they put a hold on more than $40 million in assets, including money unrelated to the criminal charges.

Sila Luis argued that the forfeiture prevented her from hiring the defense lawyer of her choice with "untainted" money.

Writing for four members of the court, Justice Stephen Breyer said the taking from Luis the ability to use the funds she needs to pay for her chosen attorney," Breyer said.

The government long has used asset forfeiture laws to seize property involved in a crime. Such seizures often are used in cases involving organized crime and drug deals. The Supreme Court previously has upheld the government's ability to put a hold on property and money connected to illegal conduct.

Luis was charged in 2012 with billing Medicare for unnecessary services fraction of the money.

Some of the funds were transferred to holdings in Mexico, prosecutors alleged, while other money was used to buy properties, expensive cars and jewelry.

A federal district court allowed prosecutors to freeze up to $40.5 million of Luis' assets under a law that lets the government put a hold on assets or property linked to alleged violations of banking or health care laws. It also lets the government freeze property "of an equivalent value." The ruling was upheld by a and Justices Ruth Bader Ginsburg and Sonia Sotomayor.

Justice Clarence Thomas wrote separately to say that he would side with Luis by relying on a strict textual reading of the Sixth Amendment rather than Breyer's "balancing approach."



## UNION

from A1

80 percent of a full-time faculty professor's base rate pay, divided by 30 and then multiplied by the number of credits assigned. The current requested pay increase would give adjunct staff $864 per credit.

The union also requested a higher stipend for classes canceled within a week of the first day of class due to low enrollment — from $30 to $250.

It also is pushing for improved tuition waivers for family members and the ability to accumulate unused sick leave.

*Reporter Katheryn Houghton may be reached at 758-4436 or by email at khoughton@dailyinterlake.com.*

$673 avg for prog - difference between lowest salary of FTF

883 -673 2013: 2009-12 $70

$743 - $843 - $883 3rd year of increase 80% don't advise, but number not tied to faculty matrix

3 yrs - retroactive

Adjunct Salary for 2014-2015 Academic Year (Current Year)

$572 - 46% of low FTF salary

New employees would be placed on the salary schedule at initial hire at no higher than Step 2.
There would be no reduction in salary of current employees (5% increase for grandfathered Voc/Act employees)
This is the per credit compensation for Adjunct employees.

| | LEVEL I | LEVEL II | LEVEL III |
|---|---|---|---|
| Academic | Bachelors | Masters | Terminal Degree |
| Non-Transfer | AAA + 3 years experience | Bachelors + 15 graduate credits or Masters | Terminal Degree |
| Vocational | HS + 10 years experience or AAS + 3 years experience | Bachelors + 15 graduate credits or Masters | Terminal Degree |
| Nursing (licensure required) Initial placement step 7 | AAS + 3 | Bachelors | Terminal Degree |
| STEPS | | | |
| 1 On step 4 | $ 743.00 | $ 758.42 | $ 774.23 |
| 2 | $ 753.00 | $ 768.42 | $ 784.23 |
| 3 | $ 763.00 | $ 778.42 | $ 794.23 |
| 4 reduce step 7 | $ 773.00 | $ 788.42 | $ 804.23 |
| Experience used to move to next step. Employees would move to next step when they have taught a minimum of 16 credits at FVCC. The movement to the next step will occur on July 1 for the next academic year. | | | |

MFA - vocational

Hold Harmless - 5% for life retroactivity?

Adjunct Salary for 2015-2016 Academic Year

This is the per credit compensation for Adjunct employees.

| | LEVEL I | LEVEL II | LEVEL III |
|---|---|---|---|
| Academic | Bachelors | Masters | Terminal Degree |
| Non-Transfer | AAA + 3 years experience | Bachelors + 15 graduate credits or Masters | Terminal Degree |
| Vocational | HS + 10 years experience or AAS + 3 years experience | Bachelors + 15 graduate credits or Masters | Terminal Degree |
| Nursing (licensure required) Initial placement step 7 | AAS + 3 | Bachelors | Terminal Degree |
| STEPS | | | |
| 1 | $ 813.00 | $ 828.42 | $ 844.23 |
| 2 | $ 823.00 | $ 838.42 | $ 854.23 |
| 3 | $ 833.00 | $ 848.42 | $ 864.23 |
| 4 | $ 843.00 | $ 858.42 | $ 874.23 |
| Experience used to move to next step. Employees would move to next step when they have taught a minimum of 16 credits at FVCC. The movement to the next step will occur on July 1 for the next academic year. | | | |

~~Adjunct Salary for 2016-2017 Academic Year~~

Adjunct Salary 2016-2017 Academic Year

This is the per credit compensation for Adjunct employees.

| | LEVEL I | LEVEL II | LEVEL III |
|---|---|---|---|
| Academic | Bachelors | Masters | Terminal Degree |
| Non-Transfer | AAA + 3 years experience | Bachelors + 15 graduate credits or Masters | Terminal Degree |
| Vocational | HS + 10 years experience or AAS + 3 years experience | Bachelors + 15 graduate credits or Masters | Terminal Degree |
| Nursing (licensure required) Initial placement step 7 | AAS + 3 | Bachelors | Terminal Degree |
| STEPS | | | |
| 1 | $ 883.00 | $ 898.42 | $ 914.23 |
| 2 | $ 893.00 | $ 908.42 | $ 924.23 |
| 3 | $ 903.00 | $ 918.42 | $ 934.23 |
| 4 | $ 913.00 | $ 928.42 | $ 944.23 |
| Experience used to move to next step. Employees would move to next step when they have taught a minimum of 16 credits at FVCC. The movement to the next step will occur on July 1 for the next academic year. | | | |

Brad Eldridge
Chris Olmec
Karen Olsen

Jim Burgess
Steve Eckels
Pete Hartlein
Fred Langhart
Karen Kolar
Craig Ziegler
Marita Combs
Wayne Hammer

3/15/16

MC Make an agreement w/decent pay
Really underpaid

PH Not worth my time, time anonymously do some soul searching. Main issue so many.

4:21 PH As president I would be tempted to call for a strike if we don't get more money.

KG Date are we at impasse then on salary?

TB No, no, we're not at impasse

PH Okay, not asking for belladonna.

NOT MATHEMATICALLY correct

| COURSE | CREDITS | CURRENT CREDIT | CURRENT TOTAL | PROPOSED CREDIT | PROPOSED TOTAL | PERCENT INCREASE |
|---|---|---|---|---|---|---|
| Anthro and the Human Experience | 3 | $574.92 | $1,724.76 | $613.82 | $1,841.46 | 1.07 |
| Comparative Mythology | 3 | $574.92 | $1,724.76 | $613.82 | $1,841.46 | 1.07 |
| Health Issues of Child/Adol | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Building Basic Writing Skills | 3 | $574.92 | $1,724.76 | $613.82 | $1,841.46 | 1.07 |
| Developmental Writing | 3 | $574.92 | $1,724.76 | $613.82 | $1,841.46 | 1.07 |
| Developmental Writing | 3 | $574.92 | $1,724.76 | $613.82 | $1,841.46 | 1.07 |
| Intro to Teaching Exceptional Learners | 3 | $574.92 | $1,724.76 | $626.20 | $1,878.61 | 1.09 |
| Intro to Education with Field Experience | 3 | $574.92 | $1,724.76 | $626.20 | $1,878.61 | 1.09 |
| Intro to Education with Field Experience | 3 | $574.92 | $1,724.76 | $626.20 | $1,878.61 | 1.09 |
| Loggers Sports | 1 | $758.55 | $758.55 | $766.14 | $766.14 | 1.01 |
| Surveying Mathematics I | 2 | $574.92 | $1,149.84 | $626.20 | $1,252.41 | 1.09 |
| Beginning Yoga | 1 | $758.55 | $758.55 | $766.13 | $766.13 | 1.01 |
| College Writing I | 3 | $574.92 | $1,724.76 | $613.82 | $1,841.46 | 1.07 |
| College Writing I | 3 | $574.92 | $1,724.76 | $613.82 | $1,841.46 | 1.07 |
| Programming with JAVA I | 4 | $572.15 | $2,288.60 | $613.82 | $2,455.29 | 1.07 |
| Programming with JAVA I | 4 | $572.15 | $2,288.60 | $613.82 | $2,455.29 | 1.07 |
| College Success Strategies | 2 | $574.92 | $1,149.84 | $623.03 | $1,246.06 | 1.08 |
| Basic Human Nutrition | 3 | $574.92 | $1,724.76 | $604.75 | $1,814.25 | 1.05 |
| Introduction to Ceramics | 1 | $758.55 | $758.55 | $766.13 | $766.13 | 1.01 |
| Introduction to Ceramics | 1 | $758.55 | $758.55 | $766.13 | $766.13 | 1.01 |
| Introductory Algebra | 4 | $574.92 | $2,299.68 | $623.03 | $2,492.11 | 1.08 |
| Poetry | 3 | $574.92 | $1,724.76 | $632.37 | $1,897.12 | 1.10 |
| College Writing II | 3 | $574.92 | $1,724.76 | $632.37 | $1,897.12 | 1.10 |
| Advanced Current Theory | 5 | $572.15 | $2,860.75 | $616.95 | $3,084.75 | 1.08 |
| Programmable Logic Controlers | 4 | $572.15 | $2,288.60 | $616.95 | $2,467.80 | 1.08 |
| Intermediate Furniture Making | 4 | $700.12 | $2,800.48 | $707.12 | $2,828.48 | 1.01 |
| Electrical Code Study/Codeology | 3 | $574.92 | $1,724.76 | $626.20 | $1,878.61 | 1.09 |
| Basic Wiring | 4 | $572.15 | $2,288.60 | $626.20 | $2,504.82 | 1.09 |
| Negotiations/Conflict Resolution | 3 | $574.92 | $1,724.76 | $638.60 | $1,915.81 | 1.11 |
| Singing for Non-Majors | 2 | $574.92 | $1,149.84 | $641.86 | $1,283.72 | 1.12 |
| Keyboard Skills I | 1 | $758.55 | $758.55 | $766.13 | $766.13 | 1.01 |
| Portfolio Presentation | 1 | $574.92 | $574.92 | $641.86 | $641.86 | 1.12 |
| Exploring Digital Photography | 3 | $572.15 | $1,716.45 | $641.86 | $1,925.58 | 1.12 |
| Exploring Digital Photography | 3 | $572.15 | $1,716.45 | $641.86 | $1,925.58 | 1.12 |
| Intermediate Digital Photography | 3 | $572.15 | $1,716.45 | $641.86 | $1,925.58 | 1.12 |
| Medical Law and Ethics | 3 | $574.92 | $1,724.76 | $626.20 | $1,878.61 | 1.09 |
| Introductory Keyboarding | 1 | $574.92 | $574.92 | $626.20 | $626.20 | 1.09 |
| Editing Skills for Information Processing | 2 | $574.92 | $1,149.84 | $626.20 | $1,252.41 | 1.09 |

7%
7%
12%

| | | | | | | |
|---|---|---|---|---|---|---|
| Install/Maintnce of Health IT Systems | 3 | $572.15 | $1,716.45 | $626.20 | $1,878.61 | 1.09 |
| Practice and Info Mngmnt and Redesign | 3 | $574.92 | $1,724.76 | $626.20 | $1,878.61 | 1.09 |
| Introduction to Public Speaking | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Mythologies | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| College Writing I | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Health, Safety & Nutrition in EC | 3 | $574.92 | $1,724.76 | $590.00 | $1,770.00 | 1.03 |
| Fundmtls Substance Abuse & Addiction | 3 | $574.92 | $1,724.76 | $604.75 | $1,814.25 | 1.05 |
| Food and Beverage Service | 2 | $574.92 | $1,149.84 | $590.00 | $1,180.00 | 1.03 |
| Med Asst Clinical Procedures | 4 | $572.15 | $2,288.60 | $626.20 | $2,504.82 | 1.09 |
| MA Clinical Approaches II | 1 | $574.92 | $574.92 | $626.20 | $626.20 | 1.09 |
| MA Clinical Approaches II | 1 | $574.92 | $574.92 | $626.20 | $626.20 | 1.09 |
| Digital Imaging I | 3 | $572.15 | $1,716.45 | $590.00 | $1,770.00 | 1.03 |
| Business Law | 4 | $574.92 | $2,299.68 | $629.17 | $2,516.67 | 1.09 |
| Legal Issues in Human Resources | 3 | $574.92 | $1,724.76 | $629.17 | $1,887.50 | 1.09 |
| Principles of Living Systems | 4 | $572.15 | $2,288.60 | $619.87 | $2,479.48 | 1.08 |
| Developmental Writing | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Solidworks | 2 | $762.87 | $1,525.74 | $770.50 | $1,541.00 | 1.01 |
| Introduction to Psychology | 4 | $574.92 | $2,299.68 | $641.86 | $2,567.44 | 1.12 |
| Introduction to Psychology | 4 | $574.92 | $2,299.68 | $641.86 | $2,567.44 | 1.12 |
| Beginning Guitar | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Pharmacology | 3 | $574.92 | $1,724.76 | $638.60 | $1,915.81 | 1.11 |
| Introduction to Native American Studies | 3 | $574.92 | $1,724.76 | $657.91 | $1,973.72 | 1.14 |
| Electrical Drafting | 2 | $700.12 | $1,400.24 | $707.12 | $1,414.24 | 1.01 |
| Elementary Spanish I | 5 | $574.92 | $2,874.60 | $641.86 | $3,209.30 | 1.12 |
| Jewelry & Metalsmithing I, II, III & IV | 3 | $762.87 | $2,288.61 | $770.50 | $2,311.50 | 1.01 |
| jewelry & Metalsmithing II, III & IV | 3 | $762.87 | $2,288.61 | $770.50 | $2,311.50 | 1.01 |
| Forging and Smithing I, II & III | 3 | $762.87 | $2,288.61 | $770.50 | $2,311.50 | 1.01 |
| Building Basic Writing Skills | 3 | $574.92 | $1,724.76 | $613.82 | $1,841.46 | 1.07 |
| Developmental Writing | 3 | $574.92 | $1,724.76 | $613.82 | $1,841.46 | 1.07 |
| Painting Studio: Oil II | 2 | $700.12 | $1,400.24 | $707.12 | $1,414.24 | 1.01 |
| Introductory Ecology | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Introduction to Organic and Biochemistry | 4 | $572.15 | $2,288.60 | $641.86 | $2,567.44 | 1.12 |
| College Chemistry II | 5 | $572.15 | $2,860.75 | $641.86 | $3,209.30 | 1.12 |
| Computer Repair and Maintenance | 3 | $572.15 | $1,716.45 | $598.85 | $1,796.55 | 1.05 |
| Addiction and Diversity | 1 | $574.92 | $574.92 | $641.86 | $641.86 | 1.12 |
| Interviewing/Crisis Intervention | 4 | $574.92 | $2,299.68 | $641.86 | $2,567.44 | 1.12 |
| Fundamental of Psychology of Aging | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Principles of Financial Accounting I | 4 | $574.92 | $2,299.68 | $598.85 | $2,395.40 | 1.04 |
| Case Management | 2 | $574.92 | $1,149.84 | $613.82 | $1,227.64 | 1.07 |
| 3D Animation - Modeling I | 4 | $572.15 | $2,288.60 | $623.03 | $2,492.11 | 1.09 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Exploration in Chemistry | 4 | $572.15 | $2,288.60 | $641.86 | $2,567.44 | 1.12 |
| introduction to General Chemistry | 4 | $572.15 | $2,288.60 | $641.86 | $2,567.44 | 1.12 |
| Prealgebra | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Prealgebra | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Introductory Algebra | 4 | $574.92 | $2,299.68 | $641.86 | $2,567.44 | 1.12 |
| Discover Biology | 4 | $572.15 | $2,288.60 | $623.03 | $2,492.11 | 1.09 |
| Discover Biology | 4 | $572.15 | $2,288.60 | $623.03 | $2,492.11 | 1.09 |
| | 1 | $758.55 | $758.55 | $766.14 | $766.14 | 1.01 |
| Understanding Photography | 3 | $572.15 | $1,716.45 | $626.20 | $1,878.61 | 1.09 |
| Understanding Photography | 3 | $572.15 | $1,716.45 | $626.20 | $1,878.61 | 1.09 |
| Food Service Sanitation | 2 | $574.92 | $1,149.84 | $598.85 | $1,197.70 | 1.04 |
| Human Resource Management | 3 | $574.92 | $1,724.76 | $613.82 | $1,841.46 | 1.07 |
| Nursing Assistant Course | 5 | $762.87 | $3,814.35 | $770.50 | $3,852.50 | 1.01 |
| Clinical | 1 | $758.55 | $758.55 | $770.50 | $770.50 | 1.02 |
| Montessori Classroom Leadership | 2 | $574.92 | $1,149.84 | $598.85 | $1,197.70 | 1.04 |
| Honors: Landcape: Rsrce Use and Amer | 4 | $574.92 | $2,299.68 | $657.91 | $2,631.62 | 1.14 |
| Field Botany | 3 | $572.15 | $1,716.45 | $626.20 | $1,878.61 | 1.09 |
| Methods: K-8 Art | 3 | $574.92 | $1,724.76 | $613.82 | $1,841.46 | 1.07 |
| College Writing I | 3 | $574.92 | $1,724.76 | $613.82 | $1,841.46 | 1.07 |
| Introductory Algebra | 4 | $574.92 | $2,299.68 | $598.85 | $2,395.40 | 1.04 |
| Beginning Yoga | 1 | $758.55 | $758.55 | $766.14 | $766.14 | 1.01 |
| Prof. Business Communication | 3 | $574.92 | $1,724.76 | $613.82 | $1,841.46 | 1.07 |
| Basic Mathematics | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Probability and Linear Math | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Basic Human Nutrition | 3 | $574.92 | $1,724.76 | $613.82 | $1,841.46 | 1.07 |
| Probability and Linear Math | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Introduction to Philosophy | 3 | $574.92 | $1,724.76 | $657.91 | $1,973.72 | 1.14 |
| Nursing Assistant Course | 5 | $762.87 | $3,814.35 | $770.50 | $3,852.50 | 1.01 |
| Clinical | 1 | $758.55 | $758.55 | $766.14 | $766.14 | 1.01 |
| 3D Jewelry Design & Modeling I | 4 | $572.15 | $2,288.60 | $626.20 | $2,504.82 | 1.09 |
| 3D Jewelry Design & Modeling III | 4 | $572.15 | $2,288.60 | $626.20 | $2,504.82 | 1.09 |
| Understanding Photography | 3 | $572.15 | $1,716.45 | $626.20 | $1,878.61 | 1.09 |
| Digital Darkroom | 3 | $572.15 | $1,716.45 | $626.20 | $1,878.61 | 1.09 |
| Introduction to Animal Science | 3 | $574.92 | $1,724.76 | $604.75 | $1,814.25 | 1.05 |
| Digital Illustration I | 3 | $574.92 | $1,724.76 | $607.83 | $1,823.50 | 1.06 |
| Interactive Web I | 4 | $574.92 | $2,299.68 | $607.83 | $2,431.33 | 1.06 |
| Phlebotomy | 3 | $762.87 | $2,288.61 | $770.50 | $2,311.50 | 1.01 |
| Watercolor I/Watercolor Studio II | 3 | $762.87 | $2,288.61 | $770.50 | $2,311.50 | 1.01 |
| Watercolor I/Watercolor Studio II | 3 | $762.87 | $2,288.61 | $770.50 | $2,311.50 | 1.01 |
| Basic Mathematics | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Intermediate Algebra | 4 | $574.92 | $2,299.68 | $641.86 | $2,567.44 | 1.12 |
| Intermediate Algebra | 4 | $574.92 | $2,299.68 | $641.86 | $2,567.44 | 1.12 |
| Probability and Linear Math | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Math for the Liberal Arts | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Probability and Linear Math | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Precalculus Algebra | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Nursing Assistant Course | 5 | $762.87 | $3,814.35 | $770.50 | $3,852.50 | 1.01 |
| Clinical | 1 | $758.55 | $758.55 | $766.14 | $766.14 | 1.01 |
| Introductory Algebra | 4 | $574.92 | $2,299.68 | $607.83 | $2,431.33 | 1.06 |
| Medical Accreditation | 2 | $574.92 | $1,149.84 | $613.82 | $1,227.64 | 1.07 |
| Medical Terminology | 3 | $574.92 | $1,724.76 | $613.82 | $1,841.46 | 1.07 |
| Medical Office Procedures | 4 | $574.92 | $2,299.68 | $613.82 | $2,455.29 | 1.07 |
| Music Fundamental | 1 | $574.92 | $574.92 | $657.91 | $657.91 | 1.14 |
| Aural Perception III | 2 | $574.92 | $1,149.84 | $657.91 | $1,315.81 | 1.14 |
| Ceramics I | 3 | $762.87 | $2,288.61 | $770.50 | $2,311.50 | 1.01 |
| Human Resource Management | 3 | $574.92 | $1,724.76 | $626.20 | $1,878.61 | 1.09 |
| Intro to Business Decision Support | 4 | $574.92 | $2,299.68 | $626.20 | $2,504.82 | 1.09 |
| Basic MS Oiffice | 2 | $700.12 | $1,400.24 | $707.12 | $1,414.24 | 1.01 |
| American History I | 4 | $574.92 | $2,299.68 | $657.91 | $2,631.62 | 1.14 |
| Montana History | 3 | $574.92 | $1,724.76 | $657.91 | $1,973.72 | 1.14 |
| Introduction to American Government | 3 | $574.92 | $1,724.76 | $657.91 | $1,973.72 | 1.14 |
| Prealgebra | 3 | $574.92 | $1,724.76 | $626.20 | $1,878.61 | 1.09 |
| Intermediate Algebra | 4 | $574.92 | $2,299.68 | $626.20 | $2,504.82 | 1.09 |
| Total Fitness Woman | 1 | $758.55 | $758.55 | $766.14 | $766.14 | 1.01 |
| Introduction to Philosophy | 3 | $574.92 | $1,724.76 | $638.60 | $1,915.81 | 1.11 |
| Introduction to Critical Thinking | 3 | $574.92 | $1,724.76 | $638.60 | $1,915.81 | 1.11 |
| Introduction to the Study of Religion | 3 | $574.92 | $1,724.76 | $638.60 | $1,915.81 | 1.11 |
| Math App Allied Health Prof. | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Intermediate Algebra | 4 | $574.92 | $2,299.68 | $641.86 | $2,567.44 | 1.12 |
| Video Communication | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Transition to College | 1 | $574.92 | $574.92 | $641.86 | $641.86 | 1.12 |
| College Reading Strategies | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| College Reading Strategies | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Academic Communication Skills | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Emergency Medical Technician | 5 | $762.87 | $3,814.35 | $770.50 | $3,852.50 | 1.01 |
| EMS Operations | 3 | $574.92 | $1,724.76 | $580.67 | $1,742.01 | 1.01 |
| Medical II/EMS Operations Lab | 0.5 | $758.55 | $379.28 | $766.14 | $383.07 | 1.01 |
| Academic Communication Skills | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Adv Reading Skills/Speed Reading | 1 | $574.92 | $574.92 | $641.86 | $641.86 | 1.12 |
| Adv Reading Skills/Speed Reading | 1 | $574.92 | $574.92 | $641.86 | $641.86 | 1.12 |

| | | | | | | |
|---|---|---|---|---|---|---|
| College Writing I | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| College Writing I | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| College Writing I | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Introduction to Psychology | 4 | $574.92 | $2,299.68 | $629.17 | $2,516.67 | 1.09 |
| Introduction to Psychology | 4 | $574.92 | $2,299.68 | $629.17 | $2,516.67 | 1.09 |
| Math App Allied Health Pro | 3 | $574.92 | $1,724.76 | $623.03 | $1,869.09 | 1.08 |
| Introductory Algebra | 4 | $574.92 | $2,299.68 | $623.03 | $2,492.11 | 1.08 |
| Intermediate Algebra | 4 | $574.92 | $2,299.68 | $623.03 | $2,492.11 | 1.08 |
| Emergency Medical Technician | 5 | $762.87 | $3,814.35 | $770.50 | $3,852.50 | 1.01 |
| Elementry Italian I | 5 | $574.92 | $2,874.60 | $648.18 | $3,240.92 | 1.13 |
| Graphic Design I | 3 | $574.92 | $1,724.76 | $598.85 | $1,796.55 | 1.04 |
| Managed Client Care | 4 | $700.12 | $2,800.48 | $707.12 | $2,828.48 | 1.01 |
| Basic Human Biology | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Human Anatomy and Physiology I | 4 | $572.15 | $2,288.60 | $641.86 | $2,567.44 | 1.12 |
| Human Anatomy and Physiology I | 4 | $572.15 | $2,288.60 | $641.86 | $2,567.44 | 1.12 |
| Basic Human Nutrition | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Basic Human Nutrition | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Music Fundamentals | 1 | $574.92 | $574.92 | $613.82 | $613.82 | 1.07 |
| Ensemble: Vocal Jazz | 1 | $758.55 | $758.55 | $766.14 | $766.14 | 1.01 |
| Digital Imaging I | 3 | $572.15 | $1,716.45 | $607.83 | $1,823.50 | 1.06 |
| Developmental Writing | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| College Writing I | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| College Writing I | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Short Course: MS PowerPoint | 1 | $700.12 | $700.12 | $707.12 | $707.12 | 1.01 |
| Short Course: MS Word | 1 | $700.12 | $700.12 | $707.12 | $707.12 | 1.01 |
| Short Course: MS Excel | 1 | $700.12 | $700.12 | $707.12 | $707.12 | 1.01 |
| College Writing I | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Introduction to Theatre | 3 | $574.92 | $1,724.76 | $613.82 | $1,841.46 | 1.07 |
| Acting for Non-Majors | 3 | $574.92 | $1,724.76 | $613.82 | $1,841.46 | 1.07 |
| Musical Theatre Workshop | 1 | $574.92 | $574.92 | $613.82 | $613.82 | 1.07 |
| Beginning Rock Climbing | 1 | $758.55 | $758.55 | $766.14 | $766.14 | 1.01 |
| Short Courses: Computer Applications | 1 | $758.55 | $758.55 | $766.14 | $766.14 | 1.01 |
| Short Courses: Computer Applications | 1 | $762.87 | $762.87 | $770.50 | $770.50 | 1.01 |
| Montana Literature | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Develomental Writing | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| College Writing I | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Intro to American Sign Language | 3 | $574.92 | $1,724.76 | $607.83 | $1,823.50 | 1.06 |
| Intro to American Sign Language | 3 | $574.92 | $1,724.76 | $607.83 | $1,823.50 | 1.06 |
| Med Asst Clinical Procedures II Lab | 1 | $758.55 | $758.55 | $766.14 | $766.14 | 1.01 |
| Introduction to Public Speaking | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Intro to Interpersonal Communications | 3 | $574.92 | $1,724.76 | $641.86 | $1,925.58 | 1.12 |
| Health Care Delivery | 3 | $574.92 | $1,724.76 | $626.20 | $1,878.61 | 1.09 |
| Beginning Yoga | 1 | $758.55 | $758.55 | $766.14 | $766.14 | 1.01 |
| Introductory Algebra | 4 | $574.92 | $2,299.68 | $641.86 | $2,567.44 | 1.12 |
| Introductory Algebra | 4 | $574.92 | $2,299.68 | $641.86 | $2,567.44 | 1.12 |
| Introductory Algebra | 4 | $574.92 | $2,299.68 | $641.86 | $2,567.44 | 1.12 |
| Introduction to Electricity | 3 | $572.15 | $1,716.45 | $607.83 | $1,823.50 | 1.06 |
| Introduction to Photovoltaic Systems | 5 | $572.15 | $2,860.75 | $607.83 | $3,039.16 | 1.06 |
| Digital Electronics | 4 | $572.15 | $2,288.60 | $607.83 | $2,431.33 | 1.06 |
| College Success Strategies | 2 | $574.92 | $1,149.84 | $641.86 | $1,283.72 | 1.12 |
| Elementary Russian I | 5 | $574.92 | $2,874.60 | $623.03 | $3,115.14 | 1.08 |
| Medical Terminology | 3 | $574.92 | $1,724.76 | $626.20 | $1,878.61 | 1.09 |
| Medical Terminology | 3 | $574.92 | $1,724.76 | $626.20 | $1,878.61 | 1.09 |
| Medical Terminology | 3 | $574.92 | $1,724.76 | $626.20 | $1,878.61 | 1.09 |
| Exploration in Chemistry | 4 | $572.15 | $2,288.60 | $641.86 | $2,567.44 | 1.12 |
| Introduction to General Chemistry | 4 | $572.15 | $2,288.60 | $641.86 | $2,567.44 | 1.12 |
| Introductory Algebra | 4 | $574.92 | $2,299.68 | $613.82 | $2,455.29 | 1.07 |
| Visual Language - Drawing | 3 | $762.87 | $2,288.61 | $770.50 | $2,311.50 | 1.01 |
| Painting I | 3 | $762.87 | $2,288.61 | $770.50 | $2,311.50 | 1.01 |
| Conditioning and Fitness | 1 | $758.55 | $758.55 | $766.14 | $766.14 | 1.01 |
| Conditioning and Fitness | 1 | $758.55 | $758.55 | $766.14 | $766.14 | 1.01 |
| Small Business Entrepreneurship | 3 | $574.92 | $1,724.76 | $623.03 | $1,869.09 | 1.08 |
| Marketing | 3 | $574.92 | $1,724.76 | $623.03 | $1,869.09 | 1.08 |
| Principles of Living Systems | 3 | $574.92 | $1,724.76 | $657.91 | $1,973.72 | 1.14 |
| Principles of Living Systems | 4 | $572.15 | $2,288.60 | $657.91 | $2,631.62 | 1.15 |
| The Nature of Science | 4 | $572.15 | $2,288.60 | $657.91 | $2,631.62 | 1.15 |
| CPT Coding | 3 | $574.92 | $1,724.76 | $626.20 | $1,878.61 | 1.09 |
| ICD 10 Coding CM | 3 | $574.92 | $1,724.76 | $626.20 | $1,878.61 | 1.09 |
| Business Law | 4 | $574.92 | $2,299.68 | $657.91 | $2,631.62 | 1.14 |
| Music Theory I | 2 | $574.92 | $1,149.84 | $641.86 | $1,283.72 | 1.12 |
| Aural Perception I | 2 | $574.92 | $1,149.84 | $641.86 | $1,283.72 | 1.12 |
| | | | | | | 1.081 |

# COLLECTIVE BARGAINING AGREEMENT

**Between**

**FLATHEAD VALLEY COMMUNITY COLLEGE**
**BOARD OF TRUSTEES**

**and the**

**FEDERATION OF FLATHEAD VALLEY COMMUNITY COLLEGE**
**ADJUNCT FACULTY**
**MEA-MFT, AFT, NEA, AFL-CIO**

**~~July 1, 2011 through June 30, 2014~~ Updated according to final agreement**

## 1.0 RECOGNITION

1.1 Parties to the Agreement

This agreement is entered into by the Board of Trustees of Flathead Valley Community College hereinafter referred to as the employer, and the Federation of Flathead Valley Community College Adjunct Faculty, affiliated with the ~~Montana Federation of Teachers,~~ MEA-MFT, AFT, NEA, AFL-CIO hereinafter referred to as the union.

**College Response:** Agreed

1.3 Bargaining Unit Definition

The bargaining unit shall include all part-time teaching employees of Flathead Valley Community College excluding the following: early retirees as defined by Board Policy; full-time instructors; continuing education instructors (including ~~Elderhostel and~~ Glacier Institute instructors); contract training instructors; and visiting celebrity instructors with unique skills, reputation or qualifications, such as well-known entertainers, authors, business magnates and government and education officials; supervisors; managers (to include all administrative, exempt, and professional employees); and confidential personnel.

**College Response:** Update since Elderhostel is no longer in use. Agreed.

## 2.0 MANAGEMENT RIGHTS

2.1 Management Rights

The union and employees recognized the prerogative of the employer, subject to the terms of this agreement, to operate and manage its affairs and determine the structure, policies, and purposes of the College. Employer rights, in accordance with MCA 39-31-303, include but are not limited to the following:

1. directing employees;
2. hiring, promoting, transferring, assigning and retaining employees;
3. relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or nonproductive;
4. maintaining the efficiency of the employer's operations;
5. determining the methods, means, job classification, and personnel by which the employer's operations are to be conducted;
6. taking whatever actions may be necessary to carry out the missions of the employer in situations of emergency; and
7. establishing the methods and processes by which work is to be performed. ~~(39-31-303, MCA)~~

All rights and prerogatives of the employer which are not specifically limited or relinquished by the express language of this agreement shall be retained by the employer.

**College Response:** Update for clarification

## 3.0 UNION RIGHTS

3.4 Information and Data

1. Upon written request of the union Executive Committee, the employer agrees to furnish the union with a copy of available documents which are public information and not of a privileged, confidential or personal nature. such as: the college budget, board agendas and board minutes.
2. It further agrees, wWithin 15 business days after the first pay date of each semester, to the employer will provide the designated union officer Executive Committee a list of the available names and addresses of the bargaining unit employees teaching that semester and their projected pay for that semester. The home addresses and phone numbers of said employees will also be provided if the employee has given that information to the FVCC Human Resources Office and granted HR written authorization to share it with the union. The Union will provide in writing to the Human Resources office within 30 business days after the first pay date of each semester a complete list of names, dues, and fees amount to be withheld for that semester.

3.2. Voluminous information shall be made available for inspection or will be provided for the cost of copying and labor.

**College Response:** It is the Union's responsibility to collect union membership forms, set its dues, and inform the college of the amount for members' withholdings. A public employer should not "…assist in the formation of administration of any labor organization" in accordance with 39-31-401 (2).

3.6 Union Security Professional Dues, Fees and Payroll Deductions

A. Dues Deduction Authorized
The College agrees to deduct from the pay of Association employees the dues and professional representation fees for MEA-MFT, AFT, NEA and the FVCC Adjunct Faculty upon receipt of authorization by each employee and as provided by law.

Beginning the first full term after the ratification of this agreement, each member of the bargaining unit shall be expected to exercise one (1) of the following three (3) options:

1. become a member of the union and pay dues accordingly;
2. pay a representation fee determined by the union in accordance with case law to be the amount required for representation in collective bargaining matters;
3. make a contribution of an amount equal to the representation fee to a charity selected by the union.

As a condition of employment, all potential employees must agree in advance, in writing, to choose one of the three (3) options above. Those employees hired too late to submit advance notice of union participation will have thirty (30) days from the date they sign their contract to select one of the above options.

B. The employer shall deduct union dues, union or the professional representation fee, or charity contribution from the final pay of the applicable course wage of each employee who has voluntarily authorized such deduction in writing. At the end of the semesters in

August, December and May ~~T~~the employer shall deliver dues and representation fee monies to the treasurer of the union who shall acknowledge each receipt in writing. No later than ~~September~~ July 15 of each fiscal year, the union shall notify the employer of the name and mailing address of the treasurer who is to receive dues and representation fee monies and shall certify to the employer what rates are to be in effect for that academic year.

C. The union will indemnify and hold the employer harmless against any liability, and shall reimburse the employer for any expense which may arise as a result of the operation of this article.

**College Response:** Earlier this year, due to the union's error of telling adjunct they would be forced to change to union membership, we have had adjuncts inform us that they would not work for the college any longer if the charity option was discontinued. This would impact our ability to manage our workforce and hire adjuncts, so we are not interested in discontinuing the charity option. However, we agree to the date change of July 15 for notification purposes.

## 4.0 NO STRIKE

4.1 No Strike/No Lockout

There shall be no picketing, strikes, slowdowns, work stoppages or other forms of concerted activity on the part of the union or employees ~~for any reason~~ during the term of this agreement. There shall be no lockout of employees by the employer during the term of this agreement.

**College Response:** Agreed

## 5.0 EMPLOYEE RIGHTS AND WORKING CONDITIONS

5.1 Travel

With prior approval of the Vice-President of Instruction and Student Services, ~~E~~employees are eligible for reimbursement of approved travel expenses in accordance with Board Policy.

**College Response:** Agreed

5.2 Payroll Deductions

Upon ~~proper written authorization of an~~ submission of appropriate form, ~~employee,~~ the employer will ~~implement the following optional~~ provide optional payroll deductions for items including, but not limited to up to two checking and/or two savings accounts; optional retirement plans; and other established deductions ~~: Credit unions, savings banks, savings bonds, personal retirement and investment programs, tax sheltered annuity programs and other deductions~~ approved by the employer. It is understood such payroll deductions are made solely for the employees' convenience and the employer assumes no liability as a result of this courtesy.

**College Interest:** Update to reflect current practice

~~5.~~3 Nondiscrimination

Neither the employer, the union, nor any employee shall engage in unlawful discrimination. ~~discriminate on the basis of race, creed, religion, color or national origin or because of age, physical or mental handicap, marital status, or sex when the reasonable demands of the position do not require an age, physical or mental handicap, marital status or sex distinction.~~ Violations of this provision are not subject to the grievance procedure. Employees are encouraged to file complaints alleging unlawful discrimination with ~~the EEO/AA Officer~~ Human Resources prior to pursuing recourses available under state and federal law.

**College Response:** Update to reflect current practice. We believe it is the union's responsibility to inform employees of their union rights.

5.5 Rights to Representation

Employees are entitled to the presence of a representative during an investigatory interview which the employee reasonably believes may result in disciplinary action. Employees may choose their representatives as long as the representative of choice is immediately available.

**College Response**: It is the union's responsibility to inform employees of their union rights.

~~*5.6 Office* Hours~~ (Move to 5.17 Academic Responsibility)

~~Adjunct faculty are not expected to maintain regular office hours but shall make themselves available before and/or after class or another mutually acceptable time to respond to student questions.~~

5.6 Unless otherwise specified the duration of an adjunct contract is one semester. The Vice-President will have the ability to consider the offer of an annual contract for an adjunct based on programmatic needs.

**College Proposal:** Based on adjunct interests, the college proposes that the VP has the ability to offer an annual contract.

5.7 Office Space

Office space will be provided, when available.

**College Response:** Due to a shortage of office space in some areas on campus, and additional new offices that have been built to accommodate up to six adjuncts that are currently underutilized, limiting offices to three adjuncts is not a good use of current available resources.

5.8 Class and Course Assignment

Employees shall receive information concerning their proposed teaching assignment for the next term no later than thirty (30) calendar days prior to the beginning of the term. Employees shall receive a contract formalizing the offer of employment at least twenty-one (21) calendar days prior to the beginning of the term. However, it is recognized that the employer cannot always predict in advance all of the courses which may need to be offered through adjunct faculty. Nothing herein

precludes the employer from requesting an employee to take on unanticipated assignments without providing the preferred advance notice. Such requests will be made as soon as practical after the employer determines the need for an additional course. ~~The time lines specified above shall be adhered to by the Lincoln County Campus (LCC) to the extent practical but is recognized that additional flexibility is needed at LCC because of its small size and developing nature.~~

~~Curriculum development responsibilities are those related to the goals and objectives stated in the course description form. This would include any revisions to the course description form taught by individual faculty, as well as changes to goals and objectives that are required as a result of institutional effectiveness and/or self-study.~~

**College Response:** Agreed

5.9 Course Cancellation

After the receipt of an employment contract, employees shall not have their assignment changed except by mutual agreement unless the class is cancelled because of low enrollments or inadequate funds, or unless the course is reassigned to a full-time faculty member with less than a full-time workload. ~~Typically, a class will not be cancelled until it meets at least one time~~ Classes with low enrollment are typically cancelled one week before the first day of the semester. The Vice-President determines what constitutes low-enrollment. ~~Employees are expected to attend the first class meeting unless otherwise notified. Employees who do not receive notification of the cancellation of a course due to low enrollment more than seven calendar days before the first class shall receive a stipend of $30.00.~~ Employees whose course is reassigned to a full-time faculty member shall receive a stipend of $50.00.

**College Response:** Classes are scheduled in the best interests of delivering education to students. If a class was required to meet at least once then it would delay a student from enrolling, modifying his/her schedule, and attending an alternative course. We do not find any educational merit in this proposal.

**ADJUNCT PROPOSED 5.9A/B**

**College Response:** The college has responded in Article 5.6. No faculty, administrators, or staff have multiple year contracts (with the exception of the president) and the college is not interested.

5.10 Evaluation of Employees

The employer is responsible for the evaluation of bargaining unit employees. Methods of evaluation include but are not limited to student evaluations and administrative evaluations. Employees may request an evaluation at any time; however, the employee must request the evaluation in writing at least three (3) weeks prior to the end of his/her class(es). ~~Evaluations are not subject to the grievance procedure.~~ Employees may request a meeting with the appropriate administrator to discuss their evaluation and such requests will be honored. Evaluations are not subject to the grievance procedure.

**College Response:** Update to eliminate duplicate sentence.

5.12 ~~Priority~~ Consideration for ~~Application for Full-Time Faculty~~ Positions

~~After the internal recruiting process for full-time faculty or classified positions has expired and the vacancy remains unfilled, the College may advertise the position externally~~. Adjunct employees who meet the minimum qualifications, are currently employed, or were employed the previous fiscal year, may apply as an internal candidate for consideration. ~~However, the College will not fill a position with an outside applicant before it has considered adjunct faculty applications that are submitted within three working days from the close of the internal recruiting process.~~ The employer may discontinue the search at any point in the recruitment process and leave the vacancy unfilled.

**College Response:** Clarification for adjunct applicants. This proposal includes all positions on campus and is not limited to only faculty or classified.

5.13 Tuition Waivers for Employees

Employees are eligible for a tuition waiver equal to the amount of credits taught during the current semester. Employees may choose to either use the waiver or delegate it to a spouse or dependent (IRS definition) to be used during the current semester or the immediately following semester. Credits are not accumulative. ~~who taught a course for FVCC during the immediately preceding academic year or are teaching during the current semester may enroll in regular college courses at FVCC with t~~Tuition waived on a space available basis after all other paying students have had an opportunity to register providing said courses do not conflict with academic responsibilities. ~~Tuition will be waived for the employee during the current semester, the following semester or any one semester during the following academic year.~~

~~Spouses and children of adjuncts may enroll in regular college courses at FVCC with a tuition waiver on a space available basis after all other paying students have had an opportunity to register and the adjunct faculty members has taught 100 credits cumulatively.~~

Building fees, lab fees and mandatory course fees cannot be waived.

~~Tuition will also be waived for enrollment in designated Continuing Education courses which already have sufficient enrollments to cover the course costs. Tuition waivers for Continuing Education classes do not include workshops or seminars offered through the Business and Professional Development Program~~.

**College Proposal:** We have modified our initial proposal based on adjuncts' interests.

5.14 Just Cause

Employees have the right to serve their specified term of appointment and may be disciplined and discharged during that term only for just cause. The term of appointment for adjunct faculty is the length of the class assignment and may not extend beyond ~~one quarter or~~ one semester. It is understood that the canceling of a class because of low enrollments or inadequate funds, or reassigning a course to a full-time instructor to bring full-time instructors up to a full-time teaching load shall not be construed as a violation of this provision.

**College Response:** The college is not interested in pursuing further language regarding discipline, discharge or student complaints.

5.15 Consideration for Early Childhood Center usage.

Adjunct faculty may apply for enrollment of dependents for ~~employees will be included in any consideration given to FVCC employees for use of~~ the Early Childhood Center.

**College Response:** Agreed

5.16 Academic Freedom

The institution maintains an atmosphere in which intellectual freedom and independence exist. Faculty and students are free to examine and test all knowledge appropriate to their discipline or area of major study as judged by the academic/educational community in general.

5.17 Academic Responsibility

The Board, the Administration, and the Association agree that accepting and assuming an adjunct faculty position at Flathead Valley Community College includes the following responsibilities:

A. To maintain professional competence and keep professional knowledge current by continuous reading, research, etc.

B. To perform fully and faithfully the duties of college faculty member:

1. To meet faithfully all assigned classes and to make alternative arrangements for the class when absence is unavoidable. Such arrangements shall be reported to the Director of Educational Services
2. To be available on a regular basis to students for advising on matters regarding their classroom activities, through adherence to a schedule of regular hours to meet with students. Exceptions shall be reported to and approved by the Director of Educational Services.
3. Adjunct faculty shall make themselves at an acceptable time to respond to student questions. Availability times shall be published on each course's syllabus.
4. To teach each class according to the highest professional standards.
5. To evaluate students based on their academic performance, post grades for students throughout the semester on a regular basis, and post final grades by the Monday following finals week.
6. To present the subject matter in the course and to teach within the guidelines of the course syllabus.
7. To improve, update, enrich, and revise courses periodically to keep them current.

**College Proposal:** Modified per adjunct's feedback

## 6.0 COMPENSATION

### 6.1 Pay Rates

Pay rates for adjunct faculty during the ~~2011-2013~~ (as negotiated) academic years shall be in accordance with the schedule found on the last pages of this agreement.

**College Response:** The college will attempt to pay adjuncts as soon as possible after the start of the semester; however, we frequently do not have adjunct contracts in adequate time to process during the first week of classes. Payroll is typically submitted for processing five days before the paydate.

~~6.2 Sick Leave~~

~~Sick leave is a leave of absence with pay resulting from an illness suffered by an employee, his/her spouse or dependent child(ren). Sick leave may also be used for maternity-related leave. The employer may require a doctor's statement to substantiate the need for sick leave usage. Employees should provide the employer with as much advance notice as possible of the need for sick leave usage and must notify the employer of sick leave usage at least three hours prior to commencement of class. Unused sick leave is lost. It has no cash value and may not accumulate from one semester to another. It is understood that the leave benefits contained herein have been negotiated in lieu of statutory leave benefits.~~

~~Adjunct faculty shall be eligible for sick leave of one hour of sick leave entitlement per semester for each one credit assignment plus one hour per semester per each course taught.~~

**College Proposal:** Adjuncts currently do not lose pay for missing a course and sick leave has never been reported or utilized by an adjunct as a result. We will continue this long-standing practice.

### 6.3 Leaves of Absence

Leaves of absence without pay may be granted employees for reasons such as health, study, travel, service in public office, military service, or service in the Peace Corps or similar organizations. Leaves of absence shall normally not exceed one year. Requests for such leaves shall be made in writing to the Vice President of Educational Services. Employees on an extended leave of absence shall inform the employer at least ninety (90) days prior to the beginning of a term if they desire to be considered for employment for that term. The grant of a leave of absence bestows no right to reemployment.

**College Response:** We are removing our request to delete Leaves of Absence.

### 6.4 Independent Study, Directed Study, Special Courses

When an employee is asked by the Vice-President to supervise an independent study, directed study, or special course, he/she will be compensated on the following basis: number of students multiplied by the number of credits multiplied by the current per-credit rate.

It is understood that these provisions are intended to compensate an Instructor for a course in which the enrollment is deemed to be insufficient. Ordinarily, if the Member volunteers to supervise an independent study or directed study, there will be no compensation. The Vice-President will establish the minimum and maximum number of students allowable for independent study, directed study and special course activities.

In accordance with Article 5.9, the Vice-President determines what constitutes low enrollment. If an employee is asked to by the Vice-President to teach a course required by students for graduation, the employee may be paid at the regular rate. If the course has only one student the course shall be paid at the directed study rate.

**College Response:** The College has modified its original proposal to include a new final paragraph.

~~When an employee is asked by the administration to supervise an independent study, directed study or special course, the employee will be compensated on the following basis:~~

~~Number of students multiplied by the number of credits multiplied by 1/15 of the base (one credit) rate of pay assigned to the class in question.~~

~~Example:~~
~~Number of students multiplied by number of credits multiplied by 1/15 of current rate of pay.~~
~~It is understood that these activities are intended to compensate an instructor for an activity where the enrollment will be small. The administration will establish the minimum and maximum number of students allowable for independent study, directed study and special course activities.~~

6.5 Committees

Participation in not more than five meetings and/or professional development without compensation ~~on committees or in college sponsored in-service training~~will be determined at the start of each semester by the Director of Education Services. ~~, when approved by the Vice President of Educational Services, or his/her designee, will be compensated at the following rates: Note: this rate change will NOT be retroactive, but will be effective as of date of signed agreement.~~

~~$30.00 for fewer than two hours;~~
~~$40.00for two or more, but fewer than four hours;~~
~~$55.00for four or more, but fewer than six hours;~~
~~$70.00for six or more hours per day.~~

~~In requesting payment for participation on committees or in college sponsored in-service training, a faculty member shall complete and sign a payroll authorization form adopted by the College. The form must be submitted to the Vice President of Educational Services, or his/her designee, monthly for approval before it will be processed for payment by the human resources department. A copy of the completed form shall be provided to the faculty member.~~

**College Response:** Our proposal states "not more than five meetings". Five would be the maximum number ever required, but some flexibility is necessary based on different needs. We anticipate that 4 meetings (Inservice, and three departmental/division) would be the norm; however, in

certain circumstances (new employee training (1X), accreditation (1X in 7 years), search committees) adjuncts may be asked to participate in five.

XX Extra Duty Assignments

Employees who are assigned non-instructional extra duty assignments by the Director of Educational Services, which are in excess of normal professional responsibilities and extend beyond normal work day or work year, may be provided extra compensation upon approval by the Vice-President. Employees shall have the right to refuse non-instructional extra duty assignments. Rate of compensation for such extra duty assignments shall be agreed upon between the employee and the Director of Educational Services and must be approved by the Vice-President prior to the work being performed. If an extra duty assignment is cancelled prior to completion, the employee will be paid a pro-rated amount for work performed.

**College Proposal:** It is difficult for us to understand why the adjuncts would not want to include the ability to receive extra pay, if offered. We will delete this article but want to ensure that adjuncts comprehend that this is an opportunity to voluntarily earn more money.

6.6 ~~Pay Rates for~~ Distance Education

1. Employees who have received prior approval by the Vice President of Instruction and Student Services may enroll in the four credit course *Teaching Online Courses* and the six credit course *Developing Online Courses*. A course will be offered each semester. Employees will pay fees for enrolling in the course per the provisions of the Collective Bargaining Agreement. Successful completion of the course includes the development or conversion of a face to face course to an online or hybrid course that will become part of the FVCC online course bank. The developed course will be the intellectual property of Flathead Valley Community College. Multiple sections of a course are not eligible for independent funding. Upon approval of the developed course by the E-Learning Committee and the Vice-President, the faculty member will be compensated according to the following schedule:

| **Development of course to online** | | | **Conversion of course to/from hybrid** | |
|---|---|---|---|---|
| 1 credit | $233 | | 1 credit | $115 |
| 2 credits | $466 | | 2 credits | $233 |
| 3 credits | $700 | | 3 credits | $350 |
| 4 credits | $825 | | 4 credits | $412 |
| 5+ credits | $950 | | 5+ credits | $475 |

2. Employees, with prior approval of the Vice-President of Instruction and Student Services, may develop online courses without taking *Teaching Online Courses or Developing Online Courses*. Upon approval of the developed course by the E-Learning Committee and the Vice-President, the faculty member would be eligible for the stipends as listed above.

3. Definitions:

"Online course" refers to a class offered over the internet. These classes may have a face-to-face testing component. "Hybrid course" refers to classes that have at least 67% of the

course offered over the internet and 33% or less requiring classroom attendance. "ITV courses" refers to courses offered over interactive television.

6.7 Teaching via Distance Education

1. Employees, who have developed a course or who are interested in teaching a previously developed course from the FVCC online course bank, may enroll in the four credit course *Teaching an Online Course* with prior approval of the Vice-President of Instruction and Student Services. Employees who successfully complete both *Teaching an Online Course (4 credits)* and *Developing Online Courses (6 credits)* and will receive $1,100 stipend effective the first term the online or hybrid course (of at least 3 credits) is taught.

2. Employees teaching via ITV for the first time will receive an additional $300. Subsequent teaching via distance ITV will receive no additional compensation beyond the established schedule.

3. Employees teaching via online for the first time will receive a $500 stipend. Subsequent teaching via online will receive no additional compensation beyond the established schedule.

4. Online, hybrid and ITV courses will count as part of the employee teaching load in the same manner that face-to-face classes count toward the teaching load.

5. Course enrollment maximums for face-to-face courses will be applied to online and ITV courses.

**College Response:** Our proposal remains unchanged. This is the same language in the faculty contract.

~~**Development of Distance Education Courses**~~

~~1. Faculty who have received prior approval by the Vice President may receive funding to develop a new course or adapt an existing course for delivery online. Multiple sections of a course are not eligible for independent funding. Compensation, based on prior authorization and final approval of the product by the Vice President, will be compensated as follows:~~

~~a. 3 credits $700~~
~~b. 4 credits $825~~
~~c. 5 credits or more $950~~

~~1. The College shall provide appropriate, pre-approved training to a faculty member assigned to teach on-line. The training must be completed prior to the beginning of the online course.~~

~~**Teaching via Distance Education**~~

~~1. Faculty teaching via distance technology (online or ITV) for the first time will be compensated an~~

~~additional $300 via ITV or $500 via online. Under this provision, a faculty member may earn a maximum $500 for teaching online, and an additional $300 for teaching ITV. Subsequent teaching via distance technology will receive no additional compensation beyond the established schedule.~~

~~1. The teaching of online courses will be compensated on the following basis:~~

~~r. For enrollment of less than 10: number of students multiplied by the number of credits, multiplied by the hourly rate paid for a lecture course.~~

~~s. For enrollments of 10 or more: full course compensation per the established schedule.~~

~~t.~~a. ~~Course enrollment for the first time that a faculty member teaches online shall be capped at 25 students. Thereafter, the maximums for face-to-face courses will be applied to online courses.~~

~~u.~~

## 7.0 GRIEVANCE PROCEDURE

7.1 Grievance Definition

A grievance is defined as an allegation by an employee that there has been a violation or misinterpretation of a provision of this agreement.

**College Response:** No change

7.2 Rules of Grievance Processing

a. Timeframes: References to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days which are not designated as holidays. Time limits specified herein may be extended by mutual agreement of the parties at that step of the procedure. Any grievance which is not filed or advanced within the time limits provided for herein shall be deemed to have been resolved by the decision at the prior step and is without further recourse. Any grievance not responded to by the employer within the time limits provided may be advanced to the next step of the procedure.

b. Alternative Procedures: The grievance procedure set forth in this agreement is the sole and exclusive remedy for employee complaints unless otherwise expressly provided herein.

c. Written Grievances: Grievances presented in writing at Steps 2, 3, and 4 shall include the following specific information: a complete statement of the grievance including the facts upon which the grievance is based, dates the alleged grievance occurred and the specific contract provision allegedly violated, names of witnesses having knowledge of relevant facts, and specific remedy requested. The grievance shall be dated and signed by the employee grievant. Copies of relevant documents shall be attached to the grievance. If the required information is not provided, the grievance shall be returned to the employee who shall have ten (10) days to supply the required information or the grievance shall be dismissed as invalid and may not be pursued any further.

d. Union Representation: The employee grievant may at his/her discretion be represented by the union at any step of the grievance procedure.

e. Notification Requirements: Unless otherwise provided, where notice is required to be given, it shall be sufficient:

- in the case of a Member, for notification to be sent by certified mail to the address on file in the Human Resources Office;
- in the case of the Union, for notification to be sent by certified mail to the addresses on file in the Human Resources Office for two members of the Adjunct Faculty Union Executive Committee;
- in the case of the Board, the College or the Administration, for notification to be sent by certified mail to the Office of the President, 777 Grandview Drive, Kalispell, MT 59901

f. Election of remedies: The grievant and the exclusive representative may have the grievance or disputed interpretation of the agreement resolved either by final and binding arbitration or by any other available legal method and forum, but not by both. After a grievance has been submitted to arbitration, the grievant and the exclusive representative waive any right to pursue against the College, or its agents, an action or complaint arising from the same facts supporting the grievance. If a grievant or the exclusive representative files a complaint or other action against the College, or its agents, arbitration over the same dispute may not be filed or pursued under this Agreement.

7.3 Procedures for Filing Grievances

All grievances must be filed within fifteen (15) days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance.

Step 1: Any employee may present and discuss any complaint with the Vice President of ~~Educational Services~~Instruction and Student Services, with or without a representative of the union, with the intent of resolving the complaint informally. The Vice President of ~~Educational~~ Instruction and Student Services shall have ten (10) days to respond to the complaint. Any settlement, withdrawal or disposition of a complaint at this informal stage shall not constitute a precedent in the settlement of similar complaints.

Step 2: If a grievance is not resolved informally at Step 1, a formal grievance may be filed with the Vice President of ~~Educational~~ Instruction and Student Services. The formal grievance shall be filed in writing with the Vice President of ~~Educational~~ Instruction and Student Services within ten (10) days from receipt of the Step 1 response. The Vice President of Educational Services shall conduct a meeting with the employee to discuss resolution of the grievance within ten (10) days following receipt of the grievance. At the meeting, the grievant shall present to the Vice President of Educational Services all information which is pertinent to the grievance and any other available information that the Vice President of Educational Services requests. The Vice President of Educational Services shall issue a written decision to the employee and the union within ten (10) days following the conclusion of this meeting.

Step 3: If the grievance is not resolved at Step 2, then within ten (10) days from receipt of the response from the Vice President of Educational Services, the employee may submit the written grievance to the President of the College who shall issue a written decision to the employee within ten (10) days of receipt of the grievance.

Step 4: If the grievance is not resolved at step 3, then within ten (10) days from receipt of

the response from the President, the employee may submit the written grievance to the Board of Trustees of the College. The Board shall issue a written decision to the employee within ten (10) days ~~of~~ after the next scheduled Board meeting after receipt of the grievance.

Step 5: Within ten (10) days after receipt of the Board's response, the union and the employee may file a written request for arbitration with the President. The written request for arbitration must be signed by the grievant and the union president.

7.4 Rules of Arbitration

A. Selection of the Arbitrator
If the union and the employer cannot agree upon an acceptable arbitrator, they shall forward a joint, written request to the ~~Federal Mediation and Conciliation Service~~ Montana Board of Personnel Appeals to provide a list of five arbitrators. Each party shall alternately strike a name from the list until only one name remains. The remaining person shall be designated as the arbitrator.

B. Fees and Expenses
The fees and expenses of the arbitrator shall be divided equally between the employer and the union. Each party shall bear the cost of preparing and presenting its own case. If either party orders a transcript, it shall allow the other party to copy the transcript by paying half the cost of the transcription.

C. Authority of the Arbitrator
The arbitrator shall neither add to, delete from, nor modify the terms of the agreement. Either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction. The arbitrator shall not have any authority to order any remedy which directly or indirectly grants reemployment beyond the current semester or quarter period. The remedy for any procedural defect resulting from actions or inaction of the employer shall be limited to curing the procedural defect~~, and/or awarding compensatory damages~~. The Arbitration decision may be challenged in accordance with Montana law. ~~Within twenty (20) working days of receipt of the arbitrator's written award, either the union or employer shall have the right to initiate an action in the appropriate court for a declaratory judgment precluding enforcement of any arbitration award in the event of the existence of any of the following circumstances:~~

~~1. The arbitrator has exceeded his/her authority as circumscribed by this contract.~~

~~2. The arbitrator has assumed jurisdiction of matters not arbitrable.~~

~~3. The award is contrary to law or the terms of this agreement.~~

D. Arbitrability
In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act. The arbitrator shall render a decision on any such issue before preceding with the substance of the case. Upon concluding that the arbitrator does not have jurisdiction to act, the arbitrator shall make no decision of the merits of the grievance. Upon concluding that the

issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time. Either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such a review is completed.

E. Effect of Decision
The decision or award of the arbitrator shall be final and binding upon the employer, the grievant, and the union, provided that either party may appeal a decision as provided for in paragraph C of this subsection.

F. Retroactivity
An arbitrator's award may or may not be retroactive as the equities of each case may justify, but in no case shall an award be retroactive to a date earlier than ten days before the date the grievance was initially filed or the date on which the act or omission occurred, whichever is later.

**College Response:** No change

## 8.0 EFFECT OF AGREEMENT

8.1 Savings Clause

Should any portion of this agreement be determined unlawful, invalid, or unenforceable by operation of law or by any tribunal of competent jurisdiction (not to include the Board of Trustees or the Board of Regents), that portion of the agreement declared invalid shall be null and void; however, the rest of the agreement shall remain in full force and effect. Upon request of either party, negotiations regarding the portion of the agreement declared invalid shall commence at a mutually agreeable time.

8.2 Interim Amendment

Except as provided for in Section 8.1 each party hereby waives their right to insist that the other party bargain collectively during the life of this agreement with respect to any questions of wages, hours, fringe benefits, or other conditions of employment. This is the sole and complete agreement between the parties and supersedes any previous agreements, understandings, policies, and practices, oral or written, express or implied.

8.3 Changes in Agreement

Changes to this agreement may be negotiated at any time only upon mutual agreement of the parties to this agreement. Any agreed to changes shall be made effective upon any date agreed upon by both parties and shall expire upon the expiration of this agreement.

## 9.0 TERM OF AGREEMENT

9.1 Duration

This agreement shall be in effect from ~~July 1, 2011~~ and shall continue until and including ~~June 30, 2014~~, and shall be considered to be renewed from year to year thereafter unless either party to this agreement notifies the other in writing of its intent to modify or terminate the agreement. Negotiations for a subsequent agreement shall begin on a mutually agreeable date. ~~The parties~~

~~further agree that the contract shall be open beginning on March 1, 2013 for negotiations on salary and tuition waivers for the FY 2014 fiscal year.~~

**For the Employer:**

Jane A. Karas, President Date
Date

Board Chair Date

**For the Union:**

Pete Hertlein, Union President

Union Representative Date

~~ADDENDUM A~~

~~Adjunct Faculty~~
~~Pay Rates for FY~~
~~2013~~
~~Effective July 1, 2012~~
~~(This matrix was created by~~
~~adding 3.% to the FY 12~~
~~matrix.)~~

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lecture~~ | ~~1~~ | ~~574.92~~ |
| | ~~2~~ | ~~1149.85~~ |
| | ~~3~~ | ~~1724.77~~ |
| | ~~4~~ | ~~2299.69~~ |
| | ~~5~~ | ~~2874.60~~ |
| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
| ~~Lec/Lab Rate A~~ | ~~1~~ | ~~572.15~~ |
| ~~(75% Lecture/~~ | ~~2~~ | ~~1144.29~~ |
| ~~25% Lab)~~ | ~~3~~ | ~~1716.44~~ |
| | ~~4~~ | ~~2288.60~~ |
| | ~~5~~ | ~~2860.74~~ |
| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
| ~~Lec/Lab Rate B~~ | ~~1~~ | ~~700.12~~ |
| ~~(50% Lecture/~~ | ~~2~~ | ~~1400.24~~ |
| ~~50% Lab)~~ | ~~3~~ | ~~2100.36~~ |
| | ~~4~~ | ~~2800.48~~ |
| | ~~5~~ | ~~3500.60~~ |
| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
| ~~Lec/Lab RateC~~ | ~~1~~ | ~~762.87~~ |
| ~~(25% Lecture/~~ | ~~2~~ | ~~1525.74~~ |
| ~~75% Lab)~~ | ~~3~~ | ~~2288.61~~ |
| | ~~4~~ | ~~3051.48~~ |
| | ~~5~~ | ~~3814.35~~ |
| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
| ~~Activity/Lab only~~ | ~~1~~ | ~~758.55~~ |
| | ~~2~~ | ~~1517.12~~ |
| | ~~3~~ | ~~2275.68~~ |
| | ~~4~~ | ~~3034.25~~ |
| | ~~5~~ | ~~3792.80~~ |

- Implement over a three year period with a maximum 5% increase each year until appropriate level reached. Balance increases over implementation time.

- New employees would be placed on the salary schedule at initial hire. Salary placement is not grieveable.
- Ensure no reductions in salaries (1% each year for grandfathered Voc/Act) employees)

| | LEVEL I | LEVEL II | LEVEL III |
|---|---|---|---|
| **Academic** | Bachelors | Masters | PhD/JD/EdD |
| **Non-Transfer** | AAS +3 yrs exp | Bachelors+15 graduate credits OR Masters | PhD |
| **Vocational/Activities** | HS + 10 yrs exp. OR AAS +3 yrs exp | Bachelors+15 graduate credits OR Masters | PhD |
| **Nursing (licensure required) Initial placement step 7** | AAS+3 | Bachelors | Masters |
| **STEP** | | 1.025 | 1.025 |
| **1** | $590.00 | $604.75 | $619.87 |
| **2** | $598.85 | $613.82 | $629.17 |
| **3** | $607.83 | $623.03 | $638.60 |
| **4** | $616.95 | $632.37 | $648.18 |
| **5** | $626.20 | $641.86 | $657.91 |
| **6** | $635.60 | $651.49 | $667.77 |
| **7** | $645.13 | $661.26 | $677.79 |
| Experience-Full time equivalency in area of subject matter Step-36 credits taught at FVCC. Move on July 1 annually | | | |

**College Response:** The February adjunct salary proposal equates to a 54% increase. This is not reasonable, afforadable or sustainable to our students and taxpayers.

Per past discussions, our common interests are being able to attract and retain highly qualified and experienced adjuncts, which is why we spent a considerable amount of time drafting this type of a salary model for adjuncts. This type of change requires employees to shift to a new structure, and it will require several years to finalize placements. It will also require a change in philosophy that will reward adjuncts with advanced degrees and experience instead of all employees receiving an equal across the board percent increase.

As we have previously presented, our model provided a 7% on average increase for adjuncts with some positions going as high as 14% based on an individual's qualifications. We have included a minimum 1% increase to the bottom level, which increase the average increase to 8%. This proposal however is based only on this type of model and cannot be applied equitably to another pay structure, so we will utilize the pool of money in another manner if this is not accepted.

**TERMS**: All applicable dates and formatting modified to negotiated contract status. Bargaining Table is open to any new items and/or subjects of bargaining until parties agree to close the table. The College reserves the right to change, delete, add to or otherwise modify any open item during bargaining.

**Adjunct Negotiations Meeting**
**Minutes**

*Attendance: Marita Combs, Wayne Hammer, Tom Burgess, Peter Hertlein, Craig Naylor, Brad Eldredge, Karen Glasser, Chris Clouse*

Pete began meeting, started by addressing a moral issue. There is no reason at FVCC that the Adjuncts here should be less than the adjuncts anywhere else in the state of Montana. Adjunct pay at FVCC is lower than others in Montana. Marita asked if group was aware of the difference. Tom compared us with all the other colleges in Montana, we are the lowest. Marita noted pay is a priority for adjuncts in this negotiation. Marita shared comparisons and a newsletter with Karen, Chris, and Brad. It was compared with all the colleges first and then the colleges that looked like us. Before this was done, the hourly rate was look at individually. Hourly was from about $13-$17, while other colleges are $26-$27; 3 hours per credit per week this was calculated. Clarified this was not contact hours, but ACA hours.

In the proposal, they came up with liking the levels presented, but suggesting different numbers. The chart at the bottom shows the current numbers. Pay is the number one issue for the members. This is also for independent study, direct studies, attending meetings, etc. Marita noted they did a survey of members, and the top three issues were pay, pay, and pay.

Pete noted this is the biggest they are facing. They would like a response on the issue. They were not pleased with the initial proposal. Wage scale is the number one issue. Pete would like this addressed first. Details in the provided contract are written in green. Pete commented that everything they are proposing does not seem out-of-line. Tom noted there are some lofty goals here when talking about compensation. Tom noted that there are some language changes they are proposing and clarifying some points. Tom noted a lot of the language needs addressed. It is still the goal to walk through each provision one-by-one and address each.

Proposal:
Page 1 of the contract –
First change of who we are. We need a name, not an acronym. Bargaining unit and Glacier Institute can be removed. Brad noted Glacier Institute might have something none credit and this should be kept.

2.0 Management Rights – to reduce confusion, took out number 7 and moved information up front at top; the Montana Code.

3.4 – In last meeting Karen suggested some documents being removed and having all available online. The committee is fine with this as long as everything that could be needed be added and if something is not publicly available to have it able to be asked for. Karen asked for clarification of this including personal information. Tom clarified it to read published information or something more clearly. Information that is public but may not have been posted. Tom clarified it being information to be able to do work they need to do. Karen suggested to have it mimic the law on this language, since it is law and not necessary to include really.

3.6 - Removing the charity option. In B change the date to July 15th. Karen noted adjuncts are not on contract then. Craig noted the Union fiscal year is July 1st, not to disperse money then, but so it's known who money will be dispersed to is the response for the proposed dates.

4.0 – No strike.

5.1 – Housekeeping, the former title has been changed. That is Brad's title now.

5.2 – Cleaning up the language. An issue a while ago at this institution of a payroll deduction the employee was severely penalized. Craig thought the issue was specifically for child support issue. They would like to catch these early and hope for protection in these cases. Tom wants it to clear what sort of deductions can be done. Karen noted the child support issue is not a deduction. Tom noted they can mandate by childhood, or also agree outside of child support and have court approve it. So there sometimes can be different circumstances that cause these issues to arise.

5.3 – Housekeeping, instead of listing all the discrimination issues they want to change to a general term of this of any unlawful discrimination. Marita noted in last sentence, a recent adjunct had a complaint and Marita would like union to be notified. Tom doesn't want an employee who has a discrimination complaint to take it on their own and not approach the union. Karen asked for clarification on procedure, it says prior to Human Resources being involved. Karen stated that would delay them to take action if they first come to HR and then they have to wait for the union to be notified. Tom clarified Human Resources should not stop. Brad reads it as just encouraging them to include union. Karen noted policies online that are available for timelines. Board policy and student complaint are compliant with state law. Tom made an amendment to contract to remove last sentence and clarify issue.

5.5 – Marita discussed how this is to give time to the Adjunct to notify the Union Representative. It's meant to give the Union and Adjunct time to read the complaint and research the issue; asking for 48 hours' time for decision to be made.

5.6 – Office space needs to be provided and space needs to be for no more than three adjuncts. Brad noted space now is more determined for by department. They are shared spaces and available in each building. Spaces are more available for convenience of whomever chooses to use them.

5.8 – This point was good; agreed with.

5.9 – There is new 5.9A and 5.9B in addition to the subject about cancellation. Craig noted if a class is cancelled they get paid $50 which is unreasonable for the amount of prep that went into the course. Craig noted the group is asking for a reasonable stipend. Craig noted students wait to register at the last minute and there is an issue of classes being cancelled before they have a chance to register. Brad aked for clarification about courses required to graduate; response was for a particular course. Brad suggested this sentence being clearer. Marita noted the purpose of this point is to make it fair for a student that has to have a course to graduate, they would like the pay at regular scale and not directed study scale. Craig noted they want someone who has been here for a substantial time to be able to be offered a 1 year offer or 3 year contract offer depending on the time they have worked here; to be able to be rewarded for their length of teaching. Tom noted this has occurred with other schools where instructors have worked at locations for 30 years and there seems to be no reason to not offer more than one semester length contracts. It doesn't change any of the legal contract aspects with adjuncts. Karen asked about of the difference between non-tenured faculty versus adjunct. Tom stated this term varies between campuses, in either case if non-tenure or adjunct, they are both part-time not tenured positions. Brad asked about MSU doing this and stating as long as course is being offered and there is enrollment. Tom sees this point as basically saying if the course will run, we are having these contracts to show we will not hire someone else and that there length of employment is valued. Karen asked if the

employee could leave their contract. Tom noted depending on the time of year there may be some penalties if they are leaving in the middle of the semester. This is not guaranteeing employment, just an option to show value; this is not saying that things could come up to change this, but it is more of a reward to show appreciation.

5.10 – Craig noted change in evaluations. He feels many evaluations are punitive and they would like the option to not have these. This is not student evaluations, but employer evaluations. Tom made change to title this as employer evaluations.

5.12 – Tom would like this changed to let adjuncts be able to apply for hirer positions through the internal process and not as an external. Craig noted a typo.

5.13 – Marita discussed core change to be from teaching 100 credits. Craig asked for clarification of 30 versus 29 credits with benefits. Karen responded with Affordable Care Act and MUS system reasoning for how the credits are calculated and how benefit eligibly was determined.

5.3 – Making is clear longevity is valued.

Question arose about service charges. Brad suggested changing that to say that we cover tuition; nothing else. Tom suggested having it read something along the lines of mandatory fees are not waiver and only giving tuition waiver.

5.14 – Craig discussed if faculty discipline is needed, an uplifting process be put in place especially for those who have worked here for a length of time and this not be a punitive process. A process for the faculty to be able to speak up and for the union to be addressed and for them to have opportunities to speak up. In 5.14A, faculty have been running into issues where they need more training and are not receiving proper in-service. Want in-service to be focused on current law and important policies for what is going on. Brad asked if this for college in-service or for adjunct in-service. Marita noted adjunct in-service covered Eagle Mail, they would prefer to have topics like the BIT and dealing with student complaints. Brad asked if they felt Adjunct In-Service should be a mandatory event. Craig and Marita both are fine with this, but as long as they are paid for this extra duty. Pete feels it would be good for the adjuncts and the college to all understand what the laws are to make it clear what it correct and what is not; there is nothing available for adjuncts to know what the parameters are. This will help avoid potential problems. Craig requested if it is required, the in-service be videoed and be available through film in case anyone is sick and cannot attend. Wayne had an experience with a student that said they have to be out-of-class early due to a restraining order. Wayne wants to know what the dangers are and how to respond to them. Wayne wants training on campus security. Overall, Craig noted the intent is to have an uplifting learning process when problems happen.

Page 11. Part c. – Marita discussed statement out of the catalog. This came up from a recent complaint from a parent of a student. What happens if there is a complaint for someone other than a student? Brad stated the complaint process is triggered by students, we don't take complaints from others; they need to come from students. Brad explained because of FERPA and other issues, are complaint process is a student complaint process. Marita noted during in-service she came across a far more detailed process that needs to be included. Brad clarified the shorten catalog policy versus the step-by-step handout for how to handle complaints. Tom noted this needs to be in the Collective Bargaining Agreement to understand how that complaint is filed; every faculty member should know what it is. Craig suggested this as an in-service topic. Informing adjuncts on how to handle student complaints.

5.15 – Not sure if adjunct faculty can enroll children in ECC. Karen clarified you can.

6.0 – Craig noted the statement of student academic freedom. The Faculty Senate should handle the student academic freedom. Pete gave example of nude art and issue of small children in the building and being asked to cover it up, which could be a problem of academic freedom. This is the same with English and language that may be displayed. It should be a decision done by a committee. Brad noted the Academic Freedom language is deemed from the board. Craig - #2 advising and counseling for academic freedom is a problem. Craig - #3 noted on the syllabus it should be mandatory on syllabus that students make an appointment to meet with adjuncts. Marita - #4 we teach each class to highest academic standard; it should be assumed that do that already and is this needed to be said. Marita - #5 to award academic credit' they may flunk and not have a credit.

6.1 – Requesting the first pay be on same day as regular faculty; instead of having to wait a month longer. Craig noted it is hard to go from break and have to wait for the next pay. Asking to change to Jan. 31 and august date; that is the same for others.

6.2 and 6.3 – They put statements back in. Brad clarified last sentences that contradict each other. Marita noted to strike that sentence out.

6.4 – Housekeeping items, crossed out member and put in employee. Other note of student needing a course for graduation it being paid as a regular course.

6.5 – committees – Marita looked at proposal and disagreed with it. They want to put back what is there and change the stipend amount. Craig wants participation being uplifting. The required participation is the problem. The extra duties, they see student housing being an issue if they adjuncts end up being requested to patrol housing as an extra duty.

6.6 – Distant Learning – Marita commented the green is the suggested proposal.

Page 18 – A couple of suggestions for pay.

7.2D – Having union reps contacted and participation. Brad asked to clarify D and if they would inform the employee in 48 hours before the filing. The grievance is filed by the bargaining unit member of the union. Tom asked for it somehow to be directed toward the union so they are at least aware what is happening. Brad asked to clarify that they will still address the grievance immediately as needed in HR.

Page 19 – Craig wants to clarify what happens during breaks. Noted changes there.

Next tentative meeting – March 15th 3-5 pm.

Jim Burgess
3:15 pm

PH: Not get into contract. Moral issue, no reason in hell adjuncts work less than others. Pay equity / we know you are aware.

MC Pay is priority, ACA - 3 HRS PER CREDIT.
like level chart FT entry level.

Survey: Pay, pay, pay

PH Initial proposal: embarrassing
not working for anything else

TB Lofty goals, comp. big issue. Language changes - other campuses. Gave you a comprehensive proposal.

Pg. 1 1.3 Bargaining Unit def.
2.1 Management Rights
3.4 Revision needed
3.6 July 15 notify, eliminate charity option
4.1 eliminate for any reason
6.1 Housekeeping
5.2 Unless the ER is at fault - Other institutions
Child support
5.3. Union notification.
5.6. Adjunct time to notify any interview
5.7 Office space assigned by discipline
5.9 AB Compensation $50 not close, reasonable stipend
1 student, 1x, get payment. Not register until first day.
Benefits - eligible, difference between non-tenure track
Help discipline, EE quit?
Not guarantee of employment.
5.10 Evaluations - not subject to grievance. Punitive, not student Employer.

**Adjunct Negotiations 2014 - 2016**

- April 10, 2014 - Adjunct request to open negotiations
- April 11, 2014 – FVCC agrees to open negotiations
- March 4, 2015 – Meeting #1
- March 18, 2015 – Meeting #2. Adjunct present proposal
- April 13, 2015 – Meeting #3. Adjunct cancelled
- May 5, 2015 – FVCC offer to meet on May 26
- July 23, 2015 – FVCC receives Adjunct proposal via email
- August 13, 2015 – Meeting #4. Adjunct presents proposal
- November 16, 2015 – Meeting #5. FVCC presents proposal
- November 24, 2015 – MoU regarding employee addresses and phone numbers
- December 3, 2015 – Email from HR to Tom Burgess and Marita Combs regarding illegality of actions in regards to Charity Option
- December 9, 2015 – Meeting #6. Adjunct cancelled
- January 26, 2016 – Memo of correction received from Tom Burgess
- January 26, 2016 – Email memo to adjunct faculty to correct misinformation
- February 8, 2016 – FVCC receives hard copy proposal
- February 16, 2016 – Meeting #7. Adjunct present proposal

5.12 Adjuncts apply for internal
5.13 60 credits / 10 semesters. Longevity valued.
~~5.14~~ Summer charges. Tuition only. Mandatory for any other fees not waived.
5.14 Uplifting / educational process. Not a punitive process. Union informed by EE. Accused action remediated. 5.14a Insurance FERPA, privacy policy Handle student complaints, BIT. Mandatory but paid, extra duty.
5.15 EEC Position clear on college expectations. Jeopardy of available Campus security issues.
C. Directly from catalog. Belongs in CBA per Tom Burgess.
CN - 5.16 Centering old conflicts be decided by the Faculty Senate. Dual use building
PH - Cover up rules occasionally. Sensitive subject.
5.17 CN - Advising & counseling a real problem. 4. debate
3. Available by dept. 5. Award academic grades not credit
6.1 Pay Aug 31 & Jan 31 Some financial strain - CN.
6.4 Eliminate Number
6.5. CN Uplifting adjuncts, not opposed but required, can't do 5.
Extra duty - assigned not requested

6.6. Suggested proposal
7.2d. Union rep contacted
7.3. extension of days. ~ working days

March 15 3:00-5:00 Against
March 16 3:00-5:00 } Hold FTF
March 14 3:00-5:00

**February 8, 2016**

**RECOMMEND PRINTING WITH COLOR INK**

**TO RETAIN SOURCE OF PROPOSALS:**

**RED – HUMAN RESOURCES**

**GREEN – ADJUNCT FACULTY UNION**

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**FLATHEAD VALLEY COMMUNITY COLLEGE**
**BOARD OF TRUSTEES**

**and the**

**FEDERATION OF FLATHEAD VALLEY COMMUNITY COLLEGE**
**ADJUNCT FACULTY**
**MEA-MFT, AFT, NEA, AFL-CIO**

~~**July 1, 2011 through June 30, 2014**~~

## 1.0 RECOGNITION

### 1.1 Parties to the Agreement

This agreement is entered into by the Board of Trustees of Flathead Valley Community College hereinafter referred to as the employer, and the Federation of Flathead Valley Community College Adjunct Faculty, affiliated with the ~~Montana Federation of Teachers,~~ MEA-MFT, AFT, NEA, AFL-CIO hereinafter referred to as the union.

### 1.2 Recognition

The employer recognizes the union as the sole and exclusive bargaining representative of all employees in the bargaining unit. The term employee as used in this agreement shall mean a member of the bargaining unit. The provisions of this agreement apply only to employees in the bargaining unit.

The union recognizes the Board of Trustees of Flathead Valley Community College as the statutory governing board of Flathead Valley Community College.

### 1.3 Bargaining Unit Definition

The bargaining unit shall include all part-time teaching employees of Flathead Valley Community College excluding the following: early retirees as defined by Board Policy; full-time instructors; continuing education instructors ~~(including Elderhostel and Glacier Institute instructors~~); contract training instructors; and visiting celebrity instructors with unique skills, reputation or qualifications, such as well known entertainers, authors, business magnates and government and education officials; supervisors; managers (to include all administrative, exempt, and professional employees); and confidential personnel.

### 1.4 Performance by Designee

Any action or responsibility assigned to a specified official or representative may be performed by a designee of such official or representative.

## 2.0 MANAGEMENT RIGHTS

### 2.1 Management Rights

**In accordance with Montana Code Annotated 2015, 39-31-303**, the union and employees recognized the prerogative of the employer, subject to the terms of this agreement, to operate and manage its affairs and determine the structure, policies, and purposes of the College. Employer rights include but are not limited to the following:

1. directing employees;
2. hiring, promoting, transferring, assigning and retaining employees;
3. relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or nonproductive;
4. maintaining the efficiency of the employer's operations;
5. determining the methods, means, job classification, and personnel by which the employer's operations are to be conducted;
6. taking whatever actions may be necessary to carry out the missions of the employer in situations of emergency; and
7. establishing the methods and processes by which work is to be performed. ~~**(39-31-303, MCA)**~~

All rights and prerogatives of the employer which are not specifically limited or relinquished by the express language of this agreement shall be retained by the employer.

## 3.0 UNION RIGHTS

### 3.1 Visiting Work Location

Union representatives may contact employees at their work location, but they will not do so during class time nor will they cause the education process to be disrupted.

### 3.2 Use of Facilities

The union may, upon timely request and approval, use a college meeting room during normal operational hours which is unscheduled for other purposes to meet with bargaining unit employees. Union representatives may upon request use an available computer and printer and may use the copy machine, it being understood the union must reimburse the employer for the cost of any copying and the cost of materials and supplies incurred in connection with college equipment use.

### 3.3 Bulletin Boards

The union may use specified bulletin board space for posting union notices, however, no political endorsement or material which reflects negatively on the employer may be posted. Subject to the conditions established by College policy, the Union may use college computers to communicate with bargaining unit members by e-mail.

### 3.4 Information and Data

Published

~~1. Upon written request of the union Executive Committee, the employer agrees to furnish the union with a copy of available documents which are public information and not of a privileged, confidential or personal nature such as: the college budget, board agendas and board minutes.~~

**Upon written request of the union Executive Committee, the employer agrees to furnish the union with an electronic copy of available documents which are public information. Documents not publically available may be requested by and made available to the union.**

~~2. It further agrees, w~~Within 15 business days after the first pay date of each semester, ~~to~~ the employer will provide the designated union officer ~~Executive Committee~~ a list of the available names and **external** addresses **and participating status** of the bargaining unit employees teaching that semester and their projected pay for that semester. ~~The home addresses and phone numbers of said employees will also be provided if the employee has given that information to the FVCC Human Resources Office and granted HR written authorization to share it with the union. The Union~~ **Human Resources Office** will provide in writing to the **union** ~~Human Resources office~~ within 30 business days after the first pay date of each semester a complete list of names, dues, and fees amount to be withheld for that semester. **An update of this list will occur 30 days thereafter.**

~~3.~~1.

~~1.~~2. Voluminous information shall be made available for inspection or will be provided for the cost of copying.

### 3.5 Use of Campus Mail

Within legal limits, the union shall be permitted to use college mailboxes for distribution of union

communications to employees.

3.6 ~~Union Security~~ Professional Dues, Fees and Payroll Deductions

A. Dues Deduction Authorized

The College agrees to deduct from the pay of Association employees the dues and professional representation fees for MEA-MFT, AFT, NEA and the FVCC Adjunct Faculty upon receipt of authorization by each employee and as provided by law.

Beginning the first full term after the ratification of this agreement, each member of the bargaining unit shall be expected to exercise one (1) of the following ~~three (3)~~ two (2) options:

1. become a member of the union and pay dues accordingly;
2. pay a representation fee determined by the union in accordance with case law to be the amount required for representation in collective bargaining matters;
3. ~~make a contribution of an amount equal to the representation fee to a charity selected by the union.~~

As a condition of employment, all potential employees must agree in advance, in writing, to choose one of the three (3) options above. Those employees hired too late to submit advance notice of union participation will have thirty (30) days from the date they sign their contract to select one of the above options.

B. The employer shall deduct union dues~~, union~~ or the professional representation fee~~, or charity contribution~~ from the final pay of the applicable course ~~wage of each employee who has voluntarily authorized such deduction in writing.~~ At the end of the semesters in August, December and May ~~T~~the employer shall deliver dues and representation fee monies to the treasurer of the union who shall acknowledge each receipt in writing. No later than ~~September 1~~ ~~the first week~~ July 15 of each fiscal year , the union shall notify the employer of the name and mailing address of the treasurer who is to receive dues and representation fee monies and shall certify to the employer what rates are to be in effect for that academic year.

C. The union will indemnify and hold the employer harmless against any liability, and shall reimburse the employer for any expense which may arise as a result of the operation of this article.

## 4.0 NO STRIKE

4.1 No Strike/No Lockout

There shall be no picketing, strikes, slowdowns, work stoppages or other forms of concerted activity on the part of the union or employees ~~for any reason~~ during the term of this agreement. There shall be no lockout of employees by the employer during the term of this agreement.

## 5.0 EMPLOYEE RIGHTS AND WORKING CONDITIONS

### 5.1 Travel

With prior approval of the Vice-President of Instruction and Student Services, ~~E~~employees are eligible for reimbursement of approved travel expenses in accordance with Board Policy.

### 5.2 Payroll Deductions

Upon ~~proper written authorization of an~~ submission of appropriate form, ~~employee,~~ the employer will ~~implement the following optional~~ provide optional payroll deductions for items including, but not limited to up to two checking and/or two savings accounts; optional retirement plans; and other established deductions ~~: Credit unions, savings banks, savings bonds, personal retirement and investment programs, tax sheltered annuity programs and other deductions~~ approved by the employer. It is understood such payroll deductions are made solely for the employees' convenience and the employer assumes no liability as a result of this courtesy, **unless the employer is at fault.**

### ~~5.~~3 Nondiscrimination

Neither the employer, the union, nor any employee shall engage in unlawful discrimination. ~~discriminate on the basis of race, creed, religion, color or national origin or because of age, physical or mental handicap, marital status, or sex when the reasonable demands of the position do not require an age, physical or mental handicap, marital status or sex distinction.~~ ~~**Violations of this provision are not subject to the grievance procedure.**~~ ~~**Employees are encouraged to file complaints alleging unlawful discrimination with**~~ ~~the EEO/AA Officer~~ ~~Human Resources prior to pursuing recourses available under state and federal law~~. **The employer will encourage employees who have complaints alleging unlawful discrimination to consult with a union representative, prior to Human Resource pursuing recourses available under state and federal law.**

Damiad 3:48PM

### 5.4 Personnel Files

Employees shall each have one official personnel file which shall be open to them except for confidential correspondence connected with initial employment. Employees may rebut, comment on, and clarify any unfavorable item in their file, and any such rebuttal, commentary or clarification shall be attached to the relevant item in the file. Employees may obtain a copy of any material contained in their personnel file. No anonymous material may be placed in official personnel files. No unfavorable material may be placed in an employee's personnel file that does not bear either the signature or initials of the employee or a statement and signature of an employer representative indicating the employee has been shown the material and refused to sign it. The employee's signature does not necessarily mean that the employee agrees with the content, but serves to verify that the employee has seen the document. Evaluations are not considered unfavorable material for purposes of this provision.

### 5.5 Rights to Representation

Employees are entitled to the presence of ~~a~~ **union** representative during any ~~**investigatory**~~ interview **with the administration** which the employee reasonably believes may result in disciplinary action. **The administration shall inform the employee of the right to union representation a minimum of forty-eight (48) hours prior to interview.** ~~**Employees may choose their representatives as long as the representative of choice is immediately available**~~.

~~*5.6 Office* Hours~~ (Move to 5.17 Academic Responsibility)

~~Adjunct faculty are not expected to maintain regular office hours but shall make themselves available before and/or after class or another mutually acceptable time to respond to student questions.~~

5.7 Office Space

Office space will be provided~~, when available~~. **Each space will be shared with no more than three adjuncts.**

5.8 Class and Course Assignment

Employees shall receive information concerning their proposed teaching assignment for the next term no later than thirty (30) calendar days prior to the beginning of the term. Employees shall receive a contract formalizing the offer of employment at least twenty-one (21) calendar days prior to the beginning of the term. However, it is recognized that the employer cannot always predict in advance all of the courses which may need to be offered through adjunct faculty. Nothing herein precludes the employer from requesting an employee to take on unanticipated assignments without providing the preferred advance notice. Such requests will be made as soon as practical after the employer determines the need for an additional course. ~~The time lines specified above shall be adhered to by the Lincoln County Campus (LCC) to the extent practical but is recognized that additional flexibility is needed at LCC because of its small size and developing nature.~~

~~Curriculum development responsibilities are those related to the goals and objectives stated in the course description form. This would include any revisions to the course description form taught by individual faculty, as well as changes to goals and objectives that are required as a result of institutional effectiveness and/or self-study.~~

5.9 Course ~~Cancellation~~

After the receipt of an employment contract, employees shall not have their assignment changed except by mutual agreement unless the class is cancelled because of low enrollments or inadequate funds, or unless the course is reassigned to a full-time faculty member with less than a full-time workload. ~~Typically, a class will not be cancelled until it meets at least one time~~ **A class will not be cancelled until it meets at least one time.** ~~Classes with low enrollment are typically cancelled one week before the first day of the semester.~~ The Vice-President determines what constitutes low-enrollment **Employees are expected to attend the first class meeting unless otherwise notified.** ~~**Employees who do not receive notification of the cancellation of a course due to low enrollment more than seven calendar days before the first class shall receive a stipend of $30.00. Employees whose course is reassigned to a full-time faculty member shall receive a stipend of $50.00.**~~ **Employees will be compensated for cancelled course and re-assignment courses of $250. If a low-enrollment course is required for a certificate or graduation, the course will be held and the adjunct paid as a regular course.**

**NEW 5.9 A. Duration of Appointment**

**Unless otherwise specified the duration of a Letter of Appointment is one semester. When departmental needs dictate, an employed may be awarded an academic or fiscal year contract at the discretion of a Department Head with the approval of the Division Director. Academic contracts shall be considered for all employees who have taught for six semesters.**

**5.9 B. MULTIPLE YEAR CONTRACTS FOR NON-TENURE TRACK FACULTY**

**Employees in positions that have been identified through appropriate campus procedures may receive multiple year contracts at the discretion of the department and with the approval of the Division Director and Vice President. Employees shall be considered for multiple year contracts after they have taught for fourteen semesters or one hundred (100) credits, whichever comes first.**

**Employees on multi-year contracts will be reported to union with name, title, and department included.**

5.10 Evaluation of Employees

The employer is responsible for the evaluation of bargaining unit employees. Methods of evaluation ~~include but~~ are not limited to student evaluations and administrative evaluations. Employees may request an evaluation at any time; however, the employee must request the evaluation in writing at least three (3) weeks prior to the end of his/her class(es). ~~Evaluations are not subject to the grievance procedure.~~ Employees may request a meeting with the appropriate administrator to discuss their evaluation and such requests will be honored. ~~**Evaluations are not subject to the grievance procedure.**~~

5.11 Personal Life

The personal life of an employee is not an appropriate concern of the employer except where off-duty conduct interferes with the employee's performance or the employer's operation or mission.

5.12 ~~Priority~~ Consideration for ~~Application for Full-Time Faculty~~ Positions

~~After the internal recruiting process for full-time faculty or classified positions has expired and the vacancy remains unfilled, the College may advertise the position externally~~. ~~Current~~ adjunct employees ~~that~~ **who** meet the minimum qualifications for any college position **and has been employed in the previous academic year** may apply as an internal candidate for consideration. **All of employee's reference must be contacted.** ~~However, the College will not fill a position with an outside applicant before it has considered adjunct faculty applications that are submitted within three working days from the close of the internal recruiting process. The employer may discontinue the search at any point in the recruitment process and leave the vacancy unfilled.~~

5.13 Tuition Waivers for Employees

Employees who taught a course for FVCC during the immediately preceding academic year or are teaching during the current semester may enroll in ~~regular~~ credit ~~college~~ courses at FVCC with tuition waived on a space available basis after all other paying students have had an opportunity to register providing said courses do not conflict with academic responsibilities. Tuition will be waived for the employee during the current semester, the following semester or any one semester during the following academic year.

After the adjunct faculty member has ~~taught 100 credits cumulatively~~ **accumulated 60 credits or 10 semesters of teaching whichever is achieved first**, tuition shall be waived for two (2) dependents per academic year (spouse and/or ~~children~~ **dependents**) who enroll in ~~Flathead Valley Community College~~ **FVCC** credit courses and designated Continuing Education non-credit classes. ~~Spouses and children of adjuncts may enroll in regular college courses at FVCC with a tuition waiver~~ on a space available basis after all other paying students have had an opportunity to register. ~~and the adjunct faculty members has taught 100 credits cumulatively.~~

Building fees. lab fees and service charges (?) cannot be waived.

~~Tuition will also be waived for enrollment in designated Continuing Education courses which already have sufficient enrollments to cover the course costs. Tuition waivers for Continuing Education classes do not include workshops or seminars offered through the Business and Professional Development Program~~.

## 5.14 ~~Just Cause~~ DISCIPLINE OR DISCHARGE FOR JUST CAUSE PROCEDURE

~~Employees have the right to serve their specified term of appointment and may be disciplined and discharged during that term only for just cause. The term of appointment for adjunct faculty is the length of the class assignment and may not extend beyond one quarter or one semester. It is understood that the canceling of a class because of low enrollments or inadequate funds, or reassigning a course to a full-time instructor to bring full-time instructors up to a full-time teaching load shall not be construed as a violation of this provision.~~

**The Vice President of Instruction and Student services shall develop and implement a system designed to address the necessity for discipline or dismissal with just cause. This procedure shall be developed in conference with the adjunct faculty union and updated as needed but at a minimum of each contract cycle.**
**This procedure shall include:**

a. **timely and pertinent inservice for adjunct faculty on the law and changes thereto relating to education statues, student and colleague privacy, including FERPA, college policies and procedures, and other matters deemed essential for the faculty.**
b. **the Division Director shall give forewarning to faculty members of any concerns regarding their conduct by having a meeting at a mutually agreed upon time and date. The employee has the right of union representation at this meeting and must be informed of this right.**
c. **the Division Director will investigate the matter and, through the gathering of concrete evidence, determine if the concern is just and accurate.**
d. **the longevity of the faculty shall be considered in all recommendations given by the Division Director.**

**If any perceived concerns cannot be met in the above informal procedure, the following procedures shall be observed in all cases of discipline or discharge for just cause:**

**A. Determination to Discipline**
**If the Division Director determines that disciplinary action for cause should occur, the Division Director shall prepare a formal written statement of the charges which shall be served on the employee. The employee shall be accorded an opportunity to rebut the charges. Both a copy of the charges and of the rebuttal shall be placed in the employee's personnel file. If the faculty member believes that this action was in violation of the terms of this contract or Montana or Federal law, the faculty member has the right to grieve this action.**

**B. Determination to Bring Charges**
**If the Division Director is given information regarding grounds for cause or any request that charges be brought, the Division Director shall conduct an investigation and determine the action to be taken. If the Division Director determines that termination for cause proceedings should be initiated, he/she shall prepare a formal statement of charges which shall be served on the employee.**

**C. Request for Hearing**
**Within twenty (20) days of the service of the statement of charges, the employee shall indicate to the Vic President of Instruction and Student Services in writing whether a formal hearing is desired. If no response is received within the time specified, the right to a hearing is waived.**

**D. Faculty Service Committee (FSC)**
**If a formal hearing is requested, it shall be scheduled and conducted by the FSC. The FSC shall consist of one (1) faculty member on continuous tenure appointed by the Vice President of Instruction and Student Services, one (1) faculty member on continuous tenure appointed by the President of the Faculty Senate and one (1) faculty member elected by the adjunct faculty, who may or may not be continuous and tenured. The committee members shall serve a twelve-month (12) term, to commence on September 1. Whenever a vacancy occurs, a successor shall be appointed by the appropriate body or individual to fill the unexpired term. A member of the committee shall remove himself/herself from the case, either at the request of a party or on his/her own initiative, if he/she deems himself/herself disqualified for bias or interest. Any member so disqualified shall be replaced for purposes of the hearing by a temporary member appointed by the original appointing authority. Each party to a hearing shall have one (1) peremptory challenge.**

**E. Notice of Hearing**
**Notice of the time and place of the hearing and the names of the FSC shall be mailed to the employee charged at least twenty (20) days prior to its scheduled date. The notice shall contain the dates, times, places, and persons involved in the acts or omissions upon which the charges are based; a concise statement of the relevant facts which shall be placed in evidence; the names of any persons who shall testify and the substance of their testimony; and copies of any documents which shall be submitted in support of the charges alleged.**

**F. Employee's Answer**
**At least ten (10) days prior to the scheduled hearing, the faculty member shall deliver to the President of the Faculty Senate a written answer to the charges which shall include: the names of any witnesses who shall be called to testify for the faculty member and the substance of the testimony of each; copies of any documents which shall be submitted into evidence by the employee; and a concise statement of the substantive points of the employee's defense. The answer shall also indicate whether the employee prefers an open or closed hearing. This response shall be forwarded to the members of the FSC.**

**G. Hearing Procedure**
**Where consistent with Montana law, the employee shall have a right to have a closed hearing. The employee shall have the right to representation of his/her choice, a verbatim record of the hearing available at cost, and assistance from the employer in obtaining evidence or cooperation of witnesses. The employer shall have the burden of going forward with the evidence and the burden of proof shall be a preponderance of the evidence. The strict rules of evidence need not be applied. Witnesses and documents in addition to those specified in the notice and answer may be presented at the hearing.**
**However, either party shall have the right to request postponement in the event of valid surprise. Both parties shall have the right to cross-examine witnesses and to make both opening and closing remarks. Giving testimony or presenting evidence when so requested shall be an academic responsibility. Upon conclusion of the presentation of all evidence and**

**argument by both parties, the FSC shall retreat to executive session. Within ten (10) days of the date of the hearing, the FSC shall have voted for discharge or retention.**

**H. Transmittal of Recommendation**
**The Chair of the FSC shall mail the written recommendation of the FSC to the employee and the Vice President within fifteen (15) days of the date of hearing.**

**I. Right of Appeal**
**Within fifteen (15) days of receipt of the written recommendation of the FSC the employee may appeal the recommendation.**

**J. Appeal Hearing**
**The President of the Faculty Senate shall schedule a meeting with the employee and hear the appeal within fifteen (15) days of receipt of the appeal. If the President of the Faculty Senate feels an appeal is warranted, the appeal shall be heard by the full Faculty Senate.**

**K. Final Disposition**
**The FSC or, in the case of an appeal, the President of the Faculty Senate, shall inform the Vice President of Instruction and Student Services of their decision. The Vice President shall then notify the employee of that decision in writing within fifteen (15) days following the recommendation of the FSC, or if an appeal hearing was conducted, fifteen (15) days following such hearing. This notification shall include specification of cause(s) for discharge as stated in this contract. The decision shall constitute the final administrative action and may be grieved as to procedural matters only. The remedy on grievance shall be limited to correcting the procedural defect by remanding the matter for remedial action, but may not reverse a substantive decision or academic judgment.**

## C. STUDENT COMPLAINT AGAINST FVCC EMPLOYEE

**The term "complaint" shall mean a claim or allegation by a student that an employee:**

- **Significantly failed to carry out their professional responsibilities or failed to deal with a student fairly and impartially;**
- **Significantly failed to carry out an assigned responsibility or failed to apply college policy fairly and impartially; or**
- **Performed an action which impinged on the rights or activities of a student in the legitimate pursuit of the educative process.**

**All student complaints must be filled within 30 calendar days after the complainant knew or reasonably should have known about the complaint. Complaints shall be filed using the Student Appeals Complaint Form available with the Dean of Students or at http://www.fvcc.edu/current-students/student-resources/student-policies.html.**
**No reprisal of any kind will be made by either party against any student, College employee, or any participant in the complaint process by reason of such participation.**
**If a student seeks resolution of a complaint in any form other than that established by this procedure, whether administrative or judicially, the parties to the complaint shall have no obligation to proceed further under the provisions of this procedure.**

5.15 Consideration for Early Childhood Center usage.

Adjunct faculty ~~employees~~ **may apply for enrollment of dependents for** ~~will be included in any consideration given to FVCC employees for use of~~ the Early Childhood Center.

5.16 Academic Freedom

The institution maintains an atmosphere in which intellectual freedom and independence exist. Faculty and students are free to examine and test all knowledge appropriate to their discipline or area of major study as judged by the academic/educational community in general. **Conflicts over academic freedom shall be decided by the Faculty Senate.**

5.17 Academic Responsibility

The Board, the Administration, and the Association agree that accepting and assuming an adjunct faculty position at Flathead Valley Community College includes the following responsibilities:

A. To maintain professional competence and ~~keep personal~~ **professional** knowledge ~~current by continuous reading, research, etc.~~

B. To perform ~~fully and faithfully~~ the duties of college faculty member~~, to wit~~:

1. To meet faithfully all assigned classes and to make alternative arrangements for the class when absence is unavoidable. ~~Such arrangements shall be reported to the Director of Educational Services~~
2. ~~To be available on a regular basis to students for advising and counseling on matters regarding their classroom activities, through adherence to a schedule of regular office hours. Exceptions shall be reported to and approved by the Director of Educational Services.~~
3. Adjunct faculty shall make themselves available **to students by appointment.** ~~before and/or after class or another mutually acceptable time to respond to student questions. Availability times shall be published on each course's syllabus.~~
4. ~~To teach each class according to the highest professional standards.~~
5. To evaluate students and~~/or~~ **post final grade** ~~award academic credit based on their academic performance professionally judged~~.
6. To present the subject matter in the course ~~as announced to the students~~ and to teach within the guidelines of the course syllabus.
7. ~~To improve, update, enrich, and revise courses periodically to keep them current.~~

## 6.0 COMPENSATION

### 6.1 Pay ~~Rates~~

Pay rates for adjunct faculty during the ~~2011-2013~~ (as negotiated) academic years shall be in accordance with the schedule found on the last pages of this agreement. **Employees' first pay dates for fall and spring semesters shall be January 31 and August 31 respectively, the same time as full-time instructors. The pay shall include all in-service and any other pre-semester service required or requested by the college.**

### ~~6.2 Sick Leave~~ Sick Leave

**Sick leave is a leave of absence with pay resulting from an illness suffered by an employee, immediate family member, spouse/life partner, dependents, parents, grandparents, siblings, and the same relatives of the employee's spouse/life partner in like degree. Sick leave may also be used for maternity-related leave.**

**The employer may require a doctor's statement to substantiate the need for sick leave usage. Employees should provide the employer with as much advance notice as possible of the need for sick leave usage and must notify the employer of sick leave usage at least three hours prior to commencement of class.**

**Sick Leave will remain on books and cashed out upon termination in accordance with MCA Title II.**

~~Sick leave is a leave of absence with pay resulting from an illness suffered by an employee, his/her spouse or dependent child(ren). Sick leave may also be used for maternity-related leave. The employer may require a doctor's statement to substantiate the need for sick leave usage. Employees should provide the employer with as much advance notice as possible of the need for sick leave usage and must notify the employer of sick leave usage at least three hours prior to commencement of class. Unused sick leave is lost. It has no cash value and may not accumulate from one semester to another. It is understood that the leave benefits contained herein have been negotiated in lieu of statutory leave benefits.~~

~~Adjunct faculty shall be eligible for sick leave of one hour of sick leave entitlement per semester for each one credit assignment plus one hour per semester per each course taught.~~

### ~~6.3 Leaves of Absence~~ Leaves of Absence

Leaves of absence without pay may be granted employees for reasons such as health, study, travel, service in public office, military service, or service in the Peace Corps or similar organizations. Leaves of absence shall normally not exceed one year. Requests for such leaves shall be made in writing to the Vice President of Educational Services. Employees on an extended leave of absence shall inform the employer of at least ninety (90) days prior to the beginning of a term if they desire to be considered for employment for that term. T~~he grant of a leave of absence bestows no r~~ight to ~~reemploy~~ment. **The grant of a leave of absence bestows the right to re-employment in accordance to the employee's field of expertise.**

Strike me

~~Leaves of absence without pay may be granted employees for reasons such as health, study, travel, service in public office, military service, or service in the Peace Corps or similar organizations. Leaves of absence shall normally not exceed one year. Requests for such leaves shall be made in writing to the Vice President of Educational Services. Employees on an extended leave of absence shall inform the employer at least ninety (90) days prior to the beginning of a term if they desire to be considered for employment for that term. The grant of a leave of absence bestows no right to reemployment.~~

6.4 Independent Study, Directed Study, Special Courses

When ~~a Member~~ **an employee** is asked by the Vice-President to supervise an independent study, directed study, or special course, he/she will be compensated on the following basis: number of students multiplied by the number of credits multiplied by the current per-credit rate.

It is understood that these provisions are intended to compensate an Instructor for a course in which the enrollment is deemed to be insufficient. Ordinarily, if the Member volunteers to supervise an independent study or directed study, there will be no compensation. The Vice-President will establish the minimum and maximum number of students allowable for independent study, directed study and special course activities.

**With a low-enrollment course that must run for a student's graduation, the faculty employee will be paid as a regular course.** 5.9

~~When an employee is asked by the administration to supervise an independent study, directed study or special course, the employee will be compensated on the following basis:~~

~~Number of students multiplied by the number of credits multiplied by 1/15 of the base (one credit) rate of pay assigned to the class in question.~~

~~Example:~~

~~Number of students multiplied by number of credits multiplied by 1/15 of current rate of pay.~~

~~It is understood that these activities are intended to compensate an instructor for an activity where the enrollment will be small. The administration will establish the minimum and maximum number of students allowable for independent study, directed study and special course activities.~~

6.5 Committees

In requesting payment for participation on committees or in college sponsored in-service training, a faculty member shall complete and sign a payroll authorization form adopted by the College. The form must be submitted to the Vice President of Education Services, or his/her designee; monthly for approval before it will be processed for payment by the human resources department. A copy of the completed form shall be provided to the faculty member. **Stipend will be**:
~~$30.00~~ **$50** for fewer than two hours:
~~$40.00~~ **$75** or two or more, but fewer than four hours:
~~$55.00~~ **$125** for four or more, but fewer than six hours:
~~$70.00~~ **$170** for six or more hours per day.

**NO.**

Participation in not more than five meetings and/or professional development without compensation ~~on committees or in college sponsored in-service training~~will be determined at the start of each semester by the Director of Education Services. ~~, when approved by the Vice President of Educational Services, or his/her designee, will be compensated at the following rates: Note: this rate change will NOT be retroactive, but will be effective as of date of signed agreement.~~

~~$30.00 for fewer than two hours;~~
~~$40.00 or two or more, but fewer than four hours;~~
~~$55.00 for four or more, but fewer than six hours;~~
~~$70.00 for six or more hours per day.~~

~~In requesting payment for participation on committees or in college sponsored in-service training, a faculty member shall complete and sign a payroll authorization form adopted by the College. The form must be submitted to the Vice President of Educational Services, or his/her designee, monthly for approval before it will be processed for payment by the human resources department. A copy of the completed form shall be provided to the faculty member.~~

~~$30.00 for fewer than two hours;~~
~~$40.00 or two or more, but fewer than four hours;~~
~~$55.00 for four or more, but fewer than six hours;~~
~~$70.00 for six or more hours per day.~~

XX Extra Duty Assignments **NO.**

Employees who are assigned non-instructional extra duty assignments by the Director of Educational Services, which are in excess of normal professional responsibilities and extend beyond normal work day or work year, may be provided extra compensation upon approval by the Vice-President. Employees shall have the right to refuse non-instructional extra duty assignments. Rate of compensation for such extra duty assignments shall be agreed upon between the employee and the Director of Educational Services and must be approved by the Vice-President prior to the work being performed. If an extra duty assignment is cancelled prior to completion, the employee will be paid a pro-rated amount for work performed.

## 6.6 ~~Pay Rates for~~ Development of Distance Education Courses

1. Employees who have received prior approval by the Vice President of Instruction and Student Services may enroll in the four credit course *Teaching Online Courses* and the six credit course *Developing Online Courses*. A course will be offered each semester. Employees will pay fees for enrolling in the course per the provisions of the Collective Bargaining Agreement. Successful completion of the course includes the development or conversion of a face to face course to an online or hybrid course that will become part of the FVCC online course bank. The developed course will be the intellectual property of ~~Flathead Valley Community College~~ **the developer. FVCC may offer the course for one year and have the option to reoffer the class in subsequent years by paying the developer a royalty of 10% of all tuition, fees, and any other costs of the course charged by FVCC for this use.** Multiple sections of a course are not eligible for independent funding. Upon approval of the developed course by the E-Learning Committee and the Vice-President, the ~~faculty member~~ **employee** will be compensated according to the following schedule:

| **Development of course to online** | | | **Conversion of course to/from hybrid** | |
|---|---|---|---|---|
| 1 credit | ~~$233~~ **$349** | | 1 credit | ~~$115~~ **$172** |
| 2 credits | ~~$466~~ **$669** | | 2 credits | ~~$233~~ **$349** |
| 3 credits | ~~$700~~ **$1050** | | 3 credits | ~~$350~~ **$525** |
| 4 credits | ~~$825~~ **$1237** | | 4 credits | ~~$412~~ **$618** |
| 5+ credits | ~~$950~~ **$1425** | | 5+ credits | ~~$475~~ **$712** |

2. Employees, with prior approval of the Vice-President of Instruction and Student Services, may develop online courses without taking *Teaching Online Courses or Developing Online Courses*. Upon approval of the developed course by the E-Learning Committee and the Vice-President, the ~~faculty member~~ **employee** would be eligible for the stipends as listed above.

**Employee who develop a course to online or convert a course to or from hybrid will have first right of refusal in teaching the course.**

3. Definitions:

"Online course" refers to a class offered over the internet. These classes may have a face-to-face testing component. "Hybrid course" refers to classes that have at least 67% of the course offered over the internet and 33% or less requiring classroom attendance. "ITV courses" refers to courses offered over interactive television.

18.800 Teaching via Distance Education

1. Employees, who have developed a course or who are interested in teaching a previously developed course from the FVCC online course bank, may enroll in the four credit course *Teaching an Online Course* with prior approval of the Vice-President of Instruction and Student Services. Employees who successfully complete both *Teaching an Online Course (4 credits)* and *Developing Online Courses (6 credits)* and will receive ~~$1000 stipend~~ **$550 per credit added to their base pay** effective the first term the online or hybrid course (of at least 3 credits) is taught.

2. Employees teaching via ITV for the first time will receive an additional $300 **per credit.** Subsequent teaching via distance ITV will receive no additional compensation beyond the established schedule.

3. Employees teaching via online for the first time will receive a $500 **$750** stipend. Subsequent teaching via online will receive no additional compensation beyond the established schedule.

4. Online, hybrid and ITV courses will count as part of the ~~faculty~~ **employee** teaching load in the same manner that face-to-face classes count toward the teaching load.

5. Course enrollment maximums for face-to-face courses will be applied to online and ITV courses.

~~**Development of Distance Education Courses**~~

~~1. Faculty who have received prior approval by the Vice President may receive funding to develop a new course or adapt an existing course for delivery online. Multiple sections of a course are not eligible for independent funding. Compensation, based on prior authorization and final approval of the product by the Vice President, will be compensated as follows:~~

~~a. 3 credits $700~~
~~b. 4 credits $825~~
~~c. 5 credits or more $950~~

~~2. The College shall provide appropriate, pre-approved training to a faculty member assigned to teach on-line. The training must be completed prior to the beginning of the online course.~~

~~**Teaching via Distance Education**~~

~~3. Faculty teaching via distance technology (online or ITV) for the first time will be compensated an additional $300 via ITV or $500 via online. Under this provision, a faculty member may earn a maximum $500 for teaching online, and an additional $300 for teaching ITV. Subsequent teaching via distance technology will receive no additional compensation beyond the established schedule.~~

~~4. The teaching of online courses will be compensated on the following basis:~~

~~a. For enrollment of less than 10: number of students multiplied by the number of credits, multiplied by the hourly rate paid for a lecture course.~~
~~b. For enrollments of 10 or more: full course compensation per the established schedule.~~
~~c. Course enrollment for the first time that a faculty member teaches online shall be capped at 25 students. Thereafter, the maximums for face-to-face courses will be applied to online courses.~~

## 7.0 GRIEVANCE PROCEDURE

### 7.1 Grievance Definition

A grievance is defined as an allegation by an employee that there has been a violation or misinterpretation of a provision of this agreement, **or Montana law or federal law**.

### 7.2 Rules of Grievance Processing

a. Timeframes: References to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days which are not designated as holidays. Time limits specified herein may be extended by mutual agreement of the parties at that step of the procedure. Any grievance which is not filed or advanced within the time limits provided for herein shall be deemed to have been resolved by the decision at the prior step and is without further recourse. Any grievance not responded to by the employer within the time limits provided may be advanced to the next step of the procedure.

b. Alternative Procedures: The grievance procedure set forth in this agreement is the sole and exclusive remedy for employee complaints unless otherwise expressly provided herein.

c. Written Grievances: Grievances presented in writing at Steps 2, 3, and 4 shall include the following specific information: a complete statement of the grievance including the facts upon which the grievance is based, dates the alleged grievance occurred and the specific contract provision allegedly violated, names of witnesses having knowledge of relevant facts, and specific remedy requested. The grievance shall be dated and signed by the employee grievant. Copies of relevant documents shall be attached to the grievance. If the required information is not provided, the grievance shall be returned to the employee who shall have ten (10) days to supply the required information or the grievance shall be dismissed as invalid and may not be pursued any further.

d. Union Representation: The employee grievant ~~may at his/her discretion be represented by the union~~ **is entitled to union representation** at ~~any~~ **all** steps of the grievance procedure. **The employer shall inform the employee of this right in writing of minimum 48 hours before step 1 is implemented.**

e. Notification Requirements: Unless otherwise provided, where notice is required to be given, it shall be sufficient:

- in the case of a Member, for notification to be sent by certified mail to the address on file in the Human Resources Office;
- in the case of the Union, for notification to be sent by certified mail to the addresses on file in the Human Resources Office for two members of the Adjunct Faculty Union Executive Committee;
- in the case of the Board, the College or the Administration, for notification to be sent by certified mail to the Office of the President, 777 Grandview Drive, Kalispell, MT 59901

f. Election of remedies: The grievant and the exclusive representative may have the grievance or disputed interpretation of the agreement resolved either by final and binding arbitration or by any other available legal method and forum, but not by both. After a grievance has been submitted to arbitration, the grievant and the exclusive representative waive any right to pursue against the College, or its agents, an action or complaint arising from the same facts supporting the grievance. If a grievant or the exclusive representative files a complaint or other action against the College, or its agents, arbitration over the same dispute may not be filed or pursued under this Agreement.

7.3 Procedures for Filing Grievances

All grievances must be filed within ~~fifteen (15)~~ twenty-five (25) days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance.

Step 1: Any employee may present and discuss any complaint with the Vice President of ~~Educational Services~~Instruction and Student Services, with or without a representative of the union, with the intent of resolving the complaint informally. The Vice President of ~~Educational~~ Instruction and Student Services shall have ten (10) days to respond to the complaint. Any settlement, withdrawal or disposition of a complaint at this informal stage shall not constitute a precedent in the settlement of similar complaints.

Step 2: If a grievance is not resolved informally at Step 1, a formal grievance may be filed with the Vice President of ~~Educational~~ Instruction and Student Services. The formal grievance shall be filed in writing with the Vice President of ~~Educational~~ Instruction and Student Services within ten (10) days from receipt of the Step 1 response. The Vice President of Educational Services shall conduct a meeting with the employee to discuss resolution of the grievance within ten (10) days following receipt of the grievance. At the meeting, the grievant shall present to the Vice President of Educational Services all information which is pertinent to the grievance and any other available information that the Vice President of Educational Services requests. The Vice President of Educational Services shall issue a written decision to the employee and the union within ten (10) days following the conclusion of this meeting.

Step 3: If the grievance is not resolved at Step 2, then within ten (10) days from receipt of the response from the Vice President of Educational Services, the employee may submit the written grievance to the President of the College who shall issue a written decision to the employee within ten (10) days of receipt of the grievance.

Step 4: If the grievance is not resolved at step 3, then within ten (10) days from receipt of the response from the President, the employee may submit the written grievance to the Board of Trustees of the College. The Board shall issue a written decision to the employee within ten (10) days ~~of~~ after the next scheduled Board meeting after receipt of the grievance.

Step 5: Within ten (10) days after receipt of the Board's response, the union and the employee may file a written request for arbitration with the President. The written request for arbitration must be signed by the grievant and the union president.

7.4 Rules of Arbitration

A. Selection of the Arbitrator

If the union and the employer cannot agree upon an acceptable arbitrator, they shall forward a joint, written request to the ~~Federal Mediation and Conciliation Service~~ Montana Board of Personnel Appeals to provide a list of five arbitrators. Each party shall alternately strike a name from the list until only one name remains. The remaining person shall be designated as the arbitrator.

B. Fees and Expenses

The fees and expenses of the arbitrator shall be divided equally between the employer and the union. Each party shall bear the cost of preparing and presenting its own case. If either party orders a transcript, it shall allow the other party to copy the transcript by paying half the cost of the transcription.

C. Authority of the Arbitrator

The arbitrator shall neither add to, delete from, nor modify the terms of the agreement. Either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction. The arbitrator shall not have any authority to order any remedy which directly or indirectly grants reemployment beyond the current semester or quarter period. The remedy for any procedural defect resulting from actions or inaction of the employer shall be limited to curing the procedural defect~~, and/or awarding compensatory damages~~. The Arbitration decision may be challenged in accordance with Montana law. ~~Within twenty (20) working days of receipt of the arbitrator's written award, either the union or employer shall have the right to initiate an action in the appropriate court for a declaratory judgment precluding enforcement of any arbitration award in the event of the existence of any of the following circumstances:~~

~~1. The arbitrator has exceeded his/her authority as circumscribed by this contract.~~
~~2. The arbitrator has assumed jurisdiction of matters not arbitrable.~~
~~3. The award is contrary to law or the terms of this agreement.~~

D. Arbitrability

In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act. The arbitrator shall render a decision on any such issue before proceeding with the substance of the case. Upon concluding that the arbitrator does not have jurisdiction to act, the arbitrator shall make no decision of the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time. Either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such a review is completed.

E. Effect of Decision

The decision or award of the arbitrator shall be final and binding upon the employer, the grievant, and the union, provided that either party may appeal a decision as provided for in paragraph C of this subsection.

F. Retroactivity

An arbitrator's award may or may not be retroactive as the equities of each case may justify, but in no case shall an award be retroactive to a date earlier than ten days before the date the grievance was initially filed or the date on which the act or omission occurred, whichever is later.

## 8.0 EFFECT OF AGREEMENT

8.1 Savings Clause

Should any portion of this agreement be determined unlawful, invalid, or unenforceable by operation of law or by any tribunal of competent jurisdiction (not to include the Board of Trustees or the Board of Regents), that portion of the agreement declared invalid shall be null and void; however, the rest of the agreement shall remain in full force and effect. Upon request of either party, negotiations regarding the portion of the agreement declared invalid shall commence at a mutually agreeable time.

8.2 Interim Amendment

Except as provided for in Section 8.1 each party hereby waives their right to insist that the other party bargain collectively during the life of this agreement with respect to any questions of wages, hours, fringe benefits, or other conditions of employment. This is the sole and complete agreement between the parties and supersedes any previous agreements, understandings, policies, and practices, oral or written, expressed or implied.

8.3 Changes in Agreement

Changes to this agreement may be negotiated at any time only upon mutual agreement of the parties to this agreement. Any agreed to changes shall be made effective upon any date agreed upon by both parties and shall expire upon the expiration of this agreement.

## 9.0 TERM OF AGREEMENT

9.1 Duration

This agreement shall be in effect from ~~July 1, 2011~~ and shall continue until and including ~~June 30, 2014~~, and shall be considered to be renewed from year to year thereafter unless either party to this agreement notifies the other in writing of its intent to modify or terminate the agreement. Negotiations for a subsequent agreement shall begin on a mutually agreeable date. ~~The parties further agree that the contract shall be open beginning on March 1, 2013 for negotiations on salary and tuition waivers for the FY 2014 fiscal year.~~

**For the Employer:**

Jane A. Karas, President Date
Date

Board Chair Date

**For the Union:**

Pete Hertlein, Union President

Union Representative Date

~~ADDENDUM A~~

~~Adjunct Faculty~~
~~Pay Rates for FY 2013~~
~~Effective July 1, 2012~~
~~(This matrix was created by adding 3.% to the FY 12 matrix.)~~

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lecture~~ | ~~1~~ | ~~574.92~~ |
| | ~~2~~ | ~~1149.85~~ |
| | ~~3~~ | ~~1724.77~~ |
| | ~~4~~ | ~~2299.69~~ |
| | ~~5~~ | ~~2874.60~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lec/Lab Rate A (75% Lecture/ 25% Lab)~~ | ~~1~~ | ~~572.15~~ |
| | ~~2~~ | ~~1144.29~~ |
| | ~~3~~ | ~~1716.44~~ |
| | ~~4~~ | ~~2288.60~~ |
| | ~~5~~ | ~~2860.74~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lec/Lab Rate B (50% Lecture/ 50% Lab)~~ | ~~1~~ | ~~700.12~~ |
| | ~~2~~ | ~~1400.24~~ |
| | ~~3~~ | ~~2100.36~~ |
| | ~~4~~ | ~~2800.48~~ |
| | ~~5~~ | ~~3500.60~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lec/Lab RateC (25% Lecture/ 75% Lab)~~ | ~~1~~ | ~~762.87~~ |
| | ~~2~~ | ~~1525.74~~ |
| | ~~3~~ | ~~2288.61~~ |
| | ~~4~~ | ~~3051.48~~ |
| | ~~5~~ | ~~3814.35~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Activity/Lab only~~ | ~~1~~ | ~~758.55~~ |
| | ~~2~~ | ~~1517.12~~ |
| | ~~3~~ | ~~2275.68~~ |
| | ~~4~~ | ~~3034.25~~ |
| | ~~5~~ | ~~3792.80~~ |

Exhibit of Proposed Salary Structure – Discussion Items:

- Implement over a three year period
- Ensure no reductions in salaries
- Balance increases over implementation time

| | LEVEL I | LEVEL II | LEVEL III |
|---|---|---|---|
| Academic | Bachelors | Masters | PhD/JD/EdD |
| Non-Transfer | AAS +3 yrs exp | Bachelors+15 graduate credits OR Masters | PhD |
| Vocational/Activities | HS + 10 yrs exp. OR AAS +3 yrs exp | Bachelors+15 graduate credits OR Masters | PhD |
| Nursing (licensure required) Initial placement step 7 | AAS+3 | Bachelors | Masters |
| STEP | | 1.025 | 1.025 |
| 1 | $580.00 | $594.50 | $609.36 |
| 2 | $588.70 | $603.42 | $618.50 |
| 3 | $597.53 | $612.47 | $627.78 |
| 4 | $606.49 | $621.66 | $637.20 |
| 5 | $615.59 | $630.98 | $646.76 |
| 6 | $624.82 | $640.45 | $656.46 |
| 7 | $634.20 | $650.05 | $666.30 |
| Experience - Full time equivalency in area of subject matter Step - 36 credits taught at FVCC. Move on July 1 each year | | | |

**TERMS**: All applicable dates and formatting modified to negotiated contract status. Bargaining Table is open to any new items and/or subjects of bargaining until parties agree to close the table. The College reserves the right to change, delete, add to or otherwise modify any open item during bargaining.

## UNION - PROPOSED PAY

**Each column represents pay per credit which is calculated by taking the full time salary ($33,610), divided by 30, and then multiplied by 80%. Each level will be reached after teaching 16 credits or after teaching 4 semesters. Each vertical step increases by 1.5% and each horizontal step reflects a 2.5%.**

| Level | % of FT | BA | Master's | PHD |
|---|---|---|---|---|
| 1 | $\frac{(.8FT)}{30}$ | 896.27 | 918.67 | 941.08 |
| 2 | $\frac{(.815FT)}{30}$ | 905.71 | 932.45 | 955.20 |
| 3 | $\frac{(.830FT)}{30}$ | 923.36 | 946.44 | 969.52 |
| 4 | $\frac{(.845FT)}{30}$ | 937.21 | 960.64 | 984.07 |
| 5 | $\frac{(.860FT)}{30}$ | 951.26 | 975.05 | 998.83 |
| 6 | $\frac{(.860FT)}{30}$ | 965.53 | 989.67 | 1013.8 |
| 7 | $\frac{(.865FT)}{30}$ | 980.02 | 1004.5 | 1029.02 |

**Below is 100% quivalent of Full Time Salary**

| Level | % of FT | BA | Master's | PHD |
|---|---|---|---|---|
| 1 | $\frac{(100\% of FT)}{30}$ | 1120.33 | 1148.34 | 1176.35 |
| 2 | $\frac{(100\% of FT)}{30}$ | 1137.14 | 1165,57 | 1194.00 |
| 3 | $\frac{(100\% of FT)}{30}$ | 1154.20 | 1183.05 | 1211.91 |
| 4 | $\frac{(100\% of FT)}{30}$ | 1171.51 | 1200.80 | 1230.08 |
| 5 | $\frac{(100\% of FT)}{30}$ | 1189.08 | 1218.81 | 1248.54 |
| 6 | $\frac{(100\% of FT)}{30}$ | 1206.92 | 1237.09 | 1267.26 |
| 7 | $\frac{(100\% of FT)}{30}$ | 1225.02 | 1255.65 | 1286.27 |

## Karen Glasser

**From:** Karen Glasser
**Sent:** Tuesday, January 26, 2016 5:21 PM
**To:** faculty-adjunct
**Cc:** tburgess@mea-mft.org; Brad Eldredge; Chris A. Clouse; Karen Glasser
**Subject:** Correction Notice from Adjunct Faculty Union

Adjunct Faculty – Below is a memorandum sent on behalf of your Adjunct Faculty Representative

**MEMORANDUM**

TO: FVCC Adjunct Bargaining Unit Faculty

FROM: Tom Burgess, Field Consultant

RE: Dues, Representation Fee, and Charity options

I am following up on information that you may have received several weeks ago, regarding the Dues/ Rep Fee/ Charity Options described in Article 3, Section 3.6, in your adjunct faculty union contract. The contract currently provides a "charity" option for those of you who do not wish to participate in your local union. This "option" is currently a topic of negotiations. The proposed change would remove "charity" as an option. If the proposed change is agreed upon in bargaining, faculty who do not wish to participate in your union will still have the option to pay a representation fee.

The parties have not agreed to make any changes to the current contract as of this date and negotiations continue. I apologize for not making clear that the removal of the charity option is a proposed change to the current union contract. If you elected to change your membership/rep fee status as a result of the previous incorrect communication, you have the right to reverse your change by contacting local union officers and completing a new form.

If you would like more information about union benefits, please take some time to review your union contract and/or see www.mea-mft.org

Please feel free to contact me via email at tburgess@mea-mft.org or telephone at (406) 721-2928 if you have any questions or if you would like to share your concerns.

Thank you.

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Karen Glasser, Executive Director of Human Resources
Flathead Valley Community College
777 Grandview Drive
Kalispell, MT 59901
406.756.3841
Flathead Valley Community College

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Nov 16 9:00AM

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**FLATHEAD VALLEY COMMUNITY COLLEGE**
**BOARD OF TRUSTEES**

**and the**

**FEDERATION OF FLATHEAD VALLEY COMMUNITY COLLEGE**
**ADJUNCT FACULTY**
**MEA-MFT, AFT, NEA, AFL-CIO**

**~~July 1, 2011 through June 30, 2014~~**

## 1.0 RECOGNITION

### 1.1 Parties to the Agreement

This agreement is entered into by the Board of Trustees of Flathead Valley Community College hereinafter referred to as the employer, and the Federation of Flathead Valley Community College Adjunct Faculty, affiliated with the ~~Montana Federation of Teachers,~~ MEA-MFT, AFT, NEA, AFL-CIO hereinafter referred to as the union.

### 1.2 Recognition

The employer recognizes the union as the sole and exclusive bargaining representative of all employees in the bargaining unit. The term employee as used in this agreement shall mean a member of the bargaining unit. The provisions of this agreement apply only to employees in the bargaining unit.

The union recognizes the Board of Trustees of Flathead Valley Community College as the statutory governing board of Flathead Valley Community College.

### 1.3 Bargaining Unit Definition

The bargaining unit shall include all part-time teaching employees of Flathead Valley Community College excluding the following: early retirees as defined by Board Policy; full-time instructors; continuing education instructors (including Elderhostel and Glacier Institute instructors); contract training instructors; and visiting celebrity instructors with unique skills, reputation or qualifications, such as well known entertainers, authors, business magnates and government and education officials; supervisors; managers (to include all administrative, exempt, and professional employees); and confidential personnel.

### 1.4 Performance by Designee

Any action or responsibility assigned to a specified official or representative may be performed by a designee of such official or representative.

## 2.0 MANAGEMENT RIGHTS

### 2.1 Management Rights

The union and employees recognized the prerogative of the employer, subject to the terms of this agreement, to operate and manage its affairs and determine the structure, policies, and purposes of the College. Employer rights include but are not limited to the following:

1. directing employees;
2. hiring, promoting, transferring, assigning and retaining employees;
3. relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or nonproductive;
4. maintaining the efficiency of the employer's operations;

5. determining the methods, means, job classification, and personnel by which the employer's operations are to be conducted;
6. taking whatever actions may be necessary to carry out the missions of the employer in situations of emergency; and
7. establishing the methods and processes by which work is to be performed. (39-31-303, MCA)

All rights and prerogatives of the employer which are not specifically limited or relinquished by the express language of this agreement shall be retained by the employer.

## 3.0 UNION RIGHTS

### 3.1 Visiting Work Location

Union representatives may contact employees at their work location, but they will not do so during class time nor will they cause the education process to be disrupted.

### 3.2 Use of Facilities

The union may, upon timely request and approval, use a college meeting room during normal operational hours which is unscheduled for other purposes to meet with bargaining unit employees. Union representatives may upon request use an available computer and printer and may use the copy machine, it being understood the union must reimburse the employer for the cost of any copying and the cost of materials and supplies incurred in connection with college equipment use.

### 3.3 Bulletin Boards

The union may use specified bulletin board space for posting union notices, however, no political endorsement or material which reflects negatively on the employer may be posted. Subject to the conditions established by College policy, the Union may use college computers to communicate with bargaining unit members by e-mail.

### 3.4 Information and Data

~~2. Upon written request of the union Executive Committee, the employer agrees to furnish the union with a copy of available documents which are public information and not of a privileged, confidential or personal nature such as: the college budget, board agendas and board minutes.~~

Commented [KG1]: Available on the FVCC website

~~3. It further agrees, w~~Within 15 business days after the first pay date of each semester, ~~to~~ the employer will provide the designated union officer ~~Executive Committee~~ a list of the available names and addresses of the bargaining unit employees teaching that semester and their projected pay for that semester. ~~The home addresses and phone numbers of said employees will also be provided if the employee has given that information to the FVCC Human Resources Office and granted HR written authorization to share it with the union.~~ The Union will provide in writing to the Human Resources office within 30 business days after the first pay date of each semester a complete list of names, dues, and fees amount to be withheld for that semester.

~~4.~~1.

~~5.~~2. Voluminous information shall be made available for inspection or will be provided for the cost of

copying.

3.5 Use of Campus Mail

Within legal limits, the union shall be permitted to use college mailboxes for distribution of union communications to employees.

3.6 ~~Union Security~~ Professional Dues, Fees and Payroll Deductions

A. Dues Deduction Authorized

The College agrees to deduct from the pay of Association employees the dues and professional representation fees for MEA-MFT, AFT, NEA and the FVCC Adjunct Faculty upon receipt of authorization by each employee and as provided by law.

Beginning the first full term after the ratification of this agreement, each member of the bargaining unit shall be expected to exercise one (1) of the following three (3) options:

1. become a member of the union and pay dues accordingly;
2. pay a representation fee determined by the union in accordance with case law to be the amount required for representation in collective bargaining matters;
3. make a contribution of an amount equal to the representation fee to a charity selected by the union.

As a condition of employment, all potential employees must agree in advance, in writing, to choose one of the three (3) options above. Those employees hired too late to submit advance notice of union participation will have thirty (30) days from the date they sign their contract to select one of the above options.

B. The employer shall deduct union dues~~, union~~ or the professional representation fee~~, or charity contribution~~ from the final pay of the applicable course ~~wage of each employee who has voluntarily authorized such deduction in writing.~~ At the end of the semesters in August, December and May ~~.T~~the employer shall deliver dues and representation fee monies to the treasurer of the union who shall acknowledge each receipt in writing. No later than ~~September 1~~ the first week of each fiscal year, the union shall notify the employer of the name and mailing address of the treasurer who is to receive dues and representation fee monies and shall certify to the employer what rates are to be in effect for that academic year.

C. The union will indemnify and hold the employer harmless against any liability, and shall reimburse the employer for any expense which may arise as a result of the operation of this article.

**4.0 NO STRIKE**

4.1 No Strike/No Lockout

There shall be no picketing, strikes, slowdowns, work stoppages or other forms of concerted activity on the part of the union or employees for any reason during the term of this agreement. There shall be no lockout of employees by the employer during the term of this agreement.

## 5.0 EMPLOYEE RIGHTS AND WORKING CONDITIONS

### 5.1 Travel

With prior approval of the Vice-President of Instruction and Student Services, Eemployees are eligible for reimbursement of approved travel expenses in accordance with Board Policy.

### 5.2 Payroll Deductions

Upon proper written authorization of an submission of appropriate form, employee, the employer will implement the following optional provide optional payroll deductions for items including, but not limited to up to two checking and/or two savings accounts; optional retirement plans; and other established deductions : Credit unions, savings banks, savings bonds, personal retirement and investment programs, tax sheltered annuity programs and other deductions approved by the employer. It is understood such payroll deductions are made solely for the employees' convenience and the employer assumes no liability as a result of this courtesy.

### 5.3 Nondiscrimination

Neither the employer, the union, nor any employee shall engage in unlawful discrimination. discriminate on the basis of race, creed, religion, color or national origin or because of age, physical or mental handicap, marital status, or sex when the reasonable demands of the position do not require an age, physical or mental handicap, marital status or sex distinction. Violations of this provision are not subject to the grievance procedure. Employees are encouraged to file complaints alleging unlawful discrimination with the EEO/AA Officer Human Resources prior to pursuing recourses available under state and federal law.

### 5.4 Personnel Files

Employees shall each have one official personnel file which shall be open to them except for confidential correspondence connected with initial employment. Employees may rebut, comment on, and clarify any unfavorable item in their file, and any such rebuttal, commentary or clarification shall be attached to the relevant item in the file. Employees may obtain a copy of any material contained in their personnel file. No anonymous material may be placed in official personnel files. No unfavorable material may be placed in an employee's personnel file that does not bear either the signature or initials of the employee or a statement and signature of an employer representative indicating the employee has been shown the material and refused to sign it. The employee's signature does not necessarily mean that the employee agrees with the content, but serves to verify that the employee has seen the document. Evaluations are not considered unfavorable material for purposes of this provision.

### 5.5 Rights to Representation

Employees are entitled to the presence of a representative during an investigatory interview which the employee reasonably believes may result in disciplinary action. Employees may choose their representatives as long as the representative of choice is immediately available.

~~5.6 *Office* Hours~~ (Move to 5.17 Academic Responsibility)

~~Adjunct faculty are not expected to maintain regular office hours but shall make themselves available before and/or after class or another mutually acceptable time to respond to student questions.~~

5.7 Office Space

Office space will be provided, when available.

5.8 Class and Course Assignment

Employees shall receive information concerning their proposed teaching assignment for the next term no later than thirty (30) calendar days prior to the beginning of the term. Employees shall receive a contract formalizing the offer of employment at least twenty-one (21) calendar days prior to the beginning of the term. However, it is recognized that the employer cannot always predict in advance all of the courses which may need to be offered through adjunct faculty. Nothing herein precludes the employer from requesting an employee to take on unanticipated assignments without providing the preferred advance notice. Such requests will be made as soon as practical after the employer determines the need for an additional course. ~~The time lines specified above shall be adhered to by the Lincoln County Campus (LCC) to the extent practical but is recognized that additional flexibility is needed at LCC because of its small size and developing nature.~~

~~Curriculum development responsibilities are those related to the goals and objectives stated in the course description form. This would include any revisions to the course description form taught by individual faculty, as well as changes to goals and objectives that are required as a result of institutional effectiveness and/or self-study.~~

5.9 Course Cancellation

After the receipt of an employment contract, employees shall not have their assignment changed except by mutual agreement unless the class is cancelled because of low enrollments or inadequate funds, or unless the course is reassigned to a full-time faculty member with less than a full-time workload. ~~Typically, a class will not be cancelled until it meets at least one time~~ Classes with low enrollment are typically cancelled one week before the first day of the semester. The Vice-President determines what constitutes low-enrollment. ~~Employees are expected to attend the first class meeting unless otherwise notified. Employees who do not receive notification of the cancellation of a course due to low enrollment more than seven calendar days before the first class shall receive a stipend of $30.00.~~ Employees whose course is reassigned to a full-time faculty member shall receive a stipend of $50.00.

5.10 Evaluation of Employees

The employer is responsible for the evaluation of bargaining unit employees. Methods of evaluation include but are not limited to student evaluations and administrative evaluations. Employees may request an evaluation at any time; however, the employee must request the evaluation in writing at least three (3) weeks prior to the end of his/her class(es). ~~Evaluations are not subject to the grievance procedure.~~ Employees may request a meeting with the appropriate administrator to discuss their evaluation and such requests will be honored. Evaluations are not

subject to the grievance procedure.

5.11 Personal Life

The personal life of an employee is not an appropriate concern of the employer except where off-duty conduct interferes with the employee's performance or the employer's operation or mission.

5.12 ~~Priority~~ Consideration for ~~Application for Full-Time Faculty~~ Positions

~~After the internal recruiting process for full-time faculty or classified positions has expired and the vacancy remains unfilled, the College may advertise the position externally~~. Current adjunct employees that meet the minimum qualifications for any college position may apply as an internal candidate for consideration. ~~However, the College will not fill a position with an outside applicant before it has considered adjunct faculty applications that are submitted within three working days from the close of the internal recruiting process. The employer may discontinue the search at any point in the recruitment process and leave the vacancy unfilled.~~

5.13 Tuition Waivers for Employees

Employees who taught a course for FVCC during the immediately preceding academic year or are teaching during the current semester may enroll in ~~regular~~ credit ~~college~~ courses at FVCC with tuition waived on a space available basis after all other paying students have had an opportunity to register providing said courses do not conflict with academic responsibilities. Tuition will be waived for the employee during the current semester, the following semester or any one semester during the following academic year.

After the adjunct faculty member has taught 100 credits cumulatively, tuition shall be waived for two (2) dependents per academic year (spouse and/or children) who enroll in Flathead Valley Community College credit courses and designated Continuing Education non-credit classes. ~~Spouses and children of adjuncts may enroll in regular college courses at FVCC with a tuition waiver~~ on a space available basis after all other paying students have had an opportunity to register. ~~and the adjunct faculty members has taught 100 credits cumulatively.~~

Building fees, lab fees and service charges cannot be waived.

~~Tuition will also be waived for enrollment in designated Continuing Education courses which already have sufficient enrollments to cover the course costs. Tuition waivers for Continuing Education classes do not include workshops or seminars offered through the Business and Professional Development Program.~~

Adjunct scholarships? change to semester / faculty

5.14 Just Cause

Employees have the right to serve their specified term of appointment and may be disciplined and discharged during that term only for just cause. The term of appointment for adjunct faculty is the length of the class assignment and may not extend beyond ~~one quarter or~~ one semester. It is understood that the canceling of a class because of low enrollments or inadequate funds, or reassigning a course to a full-time instructor to bring full-time instructors up to a full-time teaching load shall not be construed as a violation of this provision.

5.15 Consideration for Early Childhood Center usage.

Adjunct faculty employees will be included in any consideration given to FVCC employees for use of the Early Childhood Center.

5.16 Academic Freedom

Commented [KG2]: NWCCU accrediting body language

The institution maintains an atmosphere in which intellectual freedom and independence exist. Faculty and students are free to examine and test all knowledge appropriate to their discipline or area of major study as judged by the academic/educational community in general.

5.17 Academic Responsibility

The Board, the Administration, and the Association agree that accepting and assuming an adjunct faculty position at Flathead Valley Community College includes the following responsibilities:

A. To maintain professional competence and keep personal knowledge current by continuous reading, research, etc.

B. To perform fully and faithfully the duties of college faculty member, to-wit:

1. To meet faithfully all assigned classes and to make alternative arrangements for the class when absence is unavoidable. Such arrangements shall be reported to the Director of Educational Services
2. To be available on a regular basis to students for advising and counseling on matters regarding their classroom activities, through adherence to a schedule of regular office hours. Exceptions shall be reported to and approved by the Director of Educational Services.
3. Adjunct faculty shall make themselves available before and/or after class or another mutually acceptable time to respond to student questions. Availability times shall be published on each course's syllabus.
4. To teach each class according to the highest professional standards.
5. To evaluate students and/or award academic credit based on their academic performance professionally judged.
6. To present the subject matter in the course as announced to the students and to teach within the guidelines of the course syllabus.
7. To improve, update, enrich, and revise courses periodically to keep them current.

## 6.0 COMPENSATION

6.1 Pay Rates

Pay rates for adjunct faculty during the ~~2011-2013~~ (as negotiated) academic years shall be in accordance with the schedule found on the last pages of this agreement.

~~6.2 Sick Leave~~

Commented [KG3]: Have never received a sick leave report from an adjunct faculty member.

~~Sick leave is a leave of absence with pay resulting from an illness suffered by an employee, his/her spouse or dependent child(ren). Sick leave may also be used for maternity-related leave. The employer may require a doctor's statement to substantiate the need for sick leave usage. Employees should provide the employer with as much advance notice as possible of the need for sick leave usage and must notify the employer of sick leave usage at least three hours prior to commencement of class. Unused sick leave is lost. It has no cash value and may not accumulate from one semester to another. It is understood that the leave benefits contained herein have been negotiated in lieu of statutory leave benefits.~~

~~Adjunct faculty shall be eligible for sick leave of one hour of sick leave entitlement per semester for each one credit assignment plus one hour per semester per each course taught.~~

~~6.3 Leaves of Absence~~

Commented [KG4]: Have never received a leave of absence request from an adjunct faculty member

~~Leaves of absence without pay may be granted employees for reasons such as health, study, travel, service in public office, military service, or service in the Peace Corps or similar organizations. Leaves of absence shall normally not exceed one year. Requests for such leaves shall be made in writing to the Vice President of Educational Services. Employees on an extended leave of absence shall inform the employer at least ninety (90) days prior to the beginning of a term if they desire to be considered for employment for that term. The grant of a leave of absence bestows no right to reemployment.~~

6.4 Independent Study, Directed Study, Special Courses

Commented [KG5]: Faculty CBA language

When a Member is asked by the Vice-President to supervise an independent study, directed study, or special course, he/she will be compensated on the following basis: number of students multiplied by the number of credits multiplied by the current per-credit rate.

It is understood that these provisions are intended to compensate an Instructor for a course in which the enrollment is deemed to be insufficient. Ordinarily, if the Member volunteers to supervise an independent study or directed study, there will be no compensation. The Vice-President will establish the minimum and maximum number of students allowable for independent study, directed study and special course activities.

~~When an employee is asked by the administration to supervise an independent study, directed study or special course, the employee will be compensated on the following basis:~~

~~Number of students multiplied by the number of credits multiplied by 1/15 of the base (one credit) rate of pay assigned to the class in question.~~

~~Example:~~
~~Number of students multiplied by number of credits multiplied by 1/15 of current rate of pay.~~

~~It is understood that these activities are intended to compensate an instructor for an activity where the enrollment will be small. The administration will establish the minimum and maximum number of students allowable for independent study, directed study and special course activities.~~

6.5 Committees

Participation in not more than five meetings and/or professional development without compensation ~~on committees or in college sponsored in-service training~~will be determined at the start of each semester by the Director of Education Services. ~~, when approved by the Vice President of Educational Services, or his/her designee, will be compensated at the following rates: Note: this rate change will NOT be retroactive, but will be effective as of date of signed agreement.~~

~~$30.00 for fewer than two hours;~~
~~$40.00for two or more, but fewer than four hours;~~
~~$55.00for four or more, but fewer than six hours;~~
~~$70.00for six or more hours per day.~~

~~In requesting payment for participation on committees or in college sponsored in-service training, a faculty member shall complete and sign a payroll authorization form adopted by the College. The form must be submitted to the Vice President of Educational Services, or his/her designee, monthly for approval before it will be processed for payment by the human resources department. A copy of the completed form shall be provided to the faculty member.~~

XX Extra Duty Assignments

Employees who are assigned non-instructional extra duty assignments by the Director of Educational Services, which are in excess of normal professional responsibilities and extend beyond normal work day or work year, may be provided extra compensation upon approval by the Vice-President. Employees shall have the right to refuse non-instructional extra duty assignments. Rate of compensation for such extra duty assignments shall be agreed upon between the employee and the Director of Educational Services and must be approved by the Vice-President prior to the work being performed. If an extra duty assignment is cancelled prior to completion, the employee will be paid a pro-rated amount for work performed.

6.6 ~~Pay Rates for~~ Distance Education

Commented [KG6]: Faculty CBA language

1. Employees who have received prior approval by the Vice President of Instruction and Student Services may enroll in the four credit course *Teaching Online Courses* and the six credit course *Developing Online Courses*. A course will be offered each semester. Employees will pay fees for enrolling in the course per the provisions of the Collective Bargaining Agreement. Successful completion of the course includes the development or conversion of a face to face course to an online or hybrid course that will become part of the FVCC online course bank. The developed course will be the intellectual property of Flathead Valley Community College. Multiple sections of a course are not eligible for independent funding. Upon approval of the developed course by the E-Learning Committee and the Vice-President, the faculty member will be compensated according to the following schedule:

| Development of course to online | | | Conversion of course to/from hybrid | |
|---|---|---|---|---|
| 1 credit | $233 | | 1 credit | $115 |
| 2 credits | $466 | | 2 credits | $233 |
| 3 credits | $700 | | 3 credits | $350 |

| | | | | |
|---|---|---|---|---|
| 4 credits | $825 | | 4 credits | $412 |
| 5+ credits | $950 | | 5+ credits | $475 |

2. Employees, with prior approval of the Vice-President of Instruction and Student Services, may develop online courses without taking *Teaching Online Courses or Developing Online Courses*. Upon approval of the developed course by the E-Learning Committee and the Vice-President, the faculty member would be eligible for the stipends as listed above.

3. Definitions:

"Online course" refers to a class offered over the internet. These classes may have a face-to-face testing component. "Hybrid course" refers to classes that have at least 67% of the course offered over the internet and 33% or less requiring classroom attendance. "ITV courses" refers to courses offered over interactive television.

18.800 Teaching via Distance Education

1. Employees, who have developed a course or who are interested in teaching a previously developed course from the FVCC online course bank, may enroll in the four credit course *Teaching an Online Course* with prior approval of the Vice-President of Instruction and Student Services. Employees who successfully complete both *Teaching an Online Course (4 credits)* and *Developing Online Courses (6 credits)* and will receive $1,100 stipend effective the first term the online or hybrid course (of at least 3 credits) is taught.

2. Employees teaching via ITV for the first time will receive an additional $300. Subsequent teaching via distance ITV will receive no additional compensation beyond the established schedule.

3. Employees teaching via online for the first time will receive a $500 stipend. Subsequent teaching via online will receive no additional compensation beyond the established schedule.

4. Online, hybrid and ITV courses will count as part of the faculty teaching load in the same manner that face-to-face classes count toward the teaching load.

5. Course enrollment maximums for face-to-face courses will be applied to online and ITV courses.

~~**Development of Distance Education Courses**~~

~~1. Faculty who have received prior approval by the Vice President may receive funding to develop a new course or adapt an existing course for delivery online. Multiple sections of a course are not eligible for independent funding. Compensation, based on prior authorization and final approval of the product by the Vice President, will be compensated as follows:~~

~~a. 3 credits $700~~
~~b. 4 credits $825~~
~~c. 5 credits or more $950~~

~~1. The College shall provide appropriate, pre-approved training to a faculty member assigned to teach on-line. The training must be completed prior to the beginning of the online course.~~

~~**Teaching via Distance Education**~~

~~2. Faculty teaching via distance technology (online or ITV) for the first time will be compensated an additional $300 via ITV or $500 via online. Under this provision, a faculty member may earn a maximum $500 for teaching online, and an additional $300 for teaching ITV. Subsequent teaching via distance technology will receive no additional compensation beyond the established schedule.~~

~~2. The teaching of online courses will be compensated on the following basis:~~

~~. For enrollment of less than 10: number of students multiplied by the number of credits, multiplied by the hourly rate paid for a lecture course.~~

~~. For enrollments of 10 or more: full course compensation per the established schedule.~~

~~. Course enrollment for the first time that a faculty member teaches online shall be capped at 25 students. Thereafter, the maximums for face-to-face courses will be applied to online courses.~~

## 7.0 GRIEVANCE PROCEDURE

7.1 Grievance Definition

A grievance is defined as an allegation by an employee that there has been a violation or misinterpretation of a provision of this agreement.

7.2 Rules of Grievance Processing

a. Timeframes: References to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days which are not designated as holidays. Time limits specified herein may be extended by mutual agreement of the parties at that step of the procedure. Any grievance which is not filed or advanced within the time limits provided for herein shall be deemed to have been resolved by the decision at the prior step and is without further recourse. Any grievance not responded to by the employer within the time limits provided may be advanced to the next step of the procedure.
b. Alternative Procedures: The grievance procedure set forth in this agreement is the sole and exclusive remedy for employee complaints unless otherwise expressly provided herein.

c. Written Grievances: Grievances presented in writing at Steps 2, 3, and 4 shall include the following specific information: a complete statement of the grievance including the facts upon which the grievance is based, dates the alleged grievance occurred and the specific contract provision allegedly violated, names of witnesses having knowledge of relevant facts, and specific

remedy requested. The grievance shall be dated and signed by the employee grievant. Copies of relevant documents shall be attached to the grievance. If the required information is not provided, the grievance shall be returned to the employee who shall have ten (10) days to supply the required information or the grievance shall be dismissed as invalid and may not be pursued any further.

d. Union Representation: The employee grievant may at his/her discretion be represented by the union at any step of the grievance procedure.

e. Notification Requirements: Unless otherwise provided, where notice is required to be given, it shall be sufficient:
   - in the case of a Member, for notification to be sent by certified mail to the address on file in the Human Resources Office;
   - in the case of the Union, for notification to be sent by certified mail to the addresses on file in the Human Resources Office for two members of the Adjunct Faculty Union Executive Committee;
   - in the case of the Board, the College or the Administration, for notification to be sent by certified mail to the Office of the President, 777 Grandview Drive, Kalispell, MT 59901

f. Election of remedies: The grievant and the exclusive representative may have the grievance or disputed interpretation of the agreement resolved either by final and binding arbitration or by any other available legal method and forum, but not by both. After a grievance has been submitted to arbitration, the grievant and the exclusive representative waive any right to pursue against the College, or its agents, an action or complaint arising from the same facts supporting the grievance. If a grievant or the exclusive representative files a complaint or other action against the College, or its agents, arbitration over the same dispute may not be filed or pursued under this Agreement.

7.3 Procedures for Filing Grievances

All grievances must be filed within fifteen (15) days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance.

Step 1: Any employee may present and discuss any complaint with the Vice President of ~~Educational Services~~Instruction and Student Services, with or without a representative of the union, with the intent of resolving the complaint informally. The Vice President of ~~Educational~~ Instruction and Student Services shall have ten (10) days to respond to the complaint. Any settlement, withdrawal or disposition of a complaint at this informal stage shall not constitute a precedent in the settlement of similar complaints.

Step 2: If a grievance is not resolved informally at Step 1, a formal grievance may be filed with the Vice President of ~~Educational~~ Instruction and Student Services. The formal grievance shall be filed in writing with the Vice President of ~~Educational~~ Instruction and Student Services within ten (10) days from receipt of the Step 1 response. The Vice President of Educational Services shall conduct a meeting with the employee to discuss resolution of the grievance within ten (10) days following receipt of the grievance. At the meeting, the grievant shall present to the Vice President of Educational Services all information which is pertinent to the grievance and any other available information that the Vice President of Educational Services requests. The Vice President of Educational Services shall

issue a written decision to the employee and the union within ten (10) days following the conclusion of this meeting.

Step 3: If the grievance is not resolved at Step 2, then within ten (10) days from receipt of the response from the Vice President of Educational Services, the employee may submit the written grievance to the President of the College who shall issue a written decision to the employee within ten (10) days of receipt of the grievance.

Step 4: If the grievance is not resolved at step 3, then within ten (10) days from receipt of the response from the President, the employee may submit the written grievance to the Board of Trustees of the College. The Board shall issue a written decision to the employee within ten (10) days ~~of~~ after the next scheduled Board meeting after receipt of the grievance.

Step 5: Within ten (10) days after receipt of the Board's response, the union and the employee may file a written request for arbitration with the President. The written request for arbitration must be signed by the grievant and the union president.

7.4 Rules of Arbitration

A. Selection of the Arbitrator
If the union and the employer cannot agree upon an acceptable arbitrator, they shall forward a joint, written request to the ~~Federal Mediation and Conciliation Service~~ Montana Board of Personnel Appeals to provide a list of five arbitrators. Each party shall alternately strike a name from the list until only one name remains. The remaining person shall be designated as the arbitrator.

B. Fees and Expenses
The fees and expenses of the arbitrator shall be divided equally between the employer and the union. Each party shall bear the cost of preparing and presenting its own case. If either party orders a transcript, it shall allow the other party to copy the transcript by paying half the cost of the transcription.

C. Authority of the Arbitrator
The arbitrator shall neither add to, delete from, nor modify the terms of the agreement. Either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction. The arbitrator shall not have any authority to order any remedy which directly or indirectly grants reemployment beyond the current semester or quarter period. The remedy for any procedural defect resulting from actions or inaction of the employer shall be limited to curing the procedural defect. ~~and/or awarding compensatory damages~~. The Arbitration decision may be challenged in accordance with Montana law. ~~Within twenty (20) working days of receipt of the arbitrator's written award, either the union or employer shall have the right to initiate an action in the appropriate court for a declaratory judgment precluding enforcement of any arbitration award in the event of the existence of any of the following circumstances:~~

~~1. The arbitrator has exceeded his/her authority as circumscribed by this contract.~~

~~2. The arbitrator has assumed jurisdiction of matters not arbitrable.~~

~~3. The award is contrary to law or the terms of this agreement.~~

D. Arbitrability
In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act. The arbitrator shall render a decision on any such issue before preceding with the substance of the case. Upon concluding that the arbitrator does not have jurisdiction to act, the arbitrator shall make no decision of the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time. Either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such a review is completed.

E. Effect of Decision
The decision or award of the arbitrator shall be final and binding upon the employer, the grievant, and the union, provided that either party may appeal a decision as provided for in paragraph C of this subsection.

F. Retroactivity
An arbitrator's award may or may not be retroactive as the equities of each case may justify, but in no case shall an award be retroactive to a date earlier than ten days before the date the grievance was initially filed or the date on which the act or omission occurred, whichever is later.

## 8.0 EFFECT OF AGREEMENT

8.1 Savings Clause

Should any portion of this agreement be determined unlawful, invalid, or unenforceable by operation of law or by any tribunal of competent jurisdiction (not to include the Board of Trustees or the Board of Regents), that portion of the agreement declared invalid shall be null and void; however, the rest of the agreement shall remain in full force and effect. Upon request of either party, negotiations regarding the portion of the agreement declared invalid shall commence at a mutually agreeable time.

8.2 Interim Amendment

Except as provided for in Section 8.1 each party hereby waives their right to insist that the other party bargain collectively during the life of this agreement with respect to any questions of wages, hours, fringe benefits, or other conditions of employment. This is the sole and complete agreement between the parties and supersedes any previous agreements, understandings, policies, and practices, oral or written, express or implied.

8.3 Changes in Agreement

Changes to this agreement may be negotiated at any time only upon mutual agreement of the parties to this agreement. Any agreed to changes shall be made effective upon any date agreed upon by both parties and shall expire upon the expiration of this agreement.

## 9.0 TERM OF AGREEMENT

9.1 Duration

This agreement shall be in effect from ~~July 1, 2011~~ and shall continue until and including ~~June 30, 2014~~, and shall be considered to be renewed from year to year thereafter unless either party to this agreement notifies the other in writing of its intent to modify or terminate the agreement. Negotiations for a subsequent agreement shall begin on a mutually agreeable date. ~~The parties further agree that the contract shall be open beginning on March 1, 2013 for negotiations on salary and tuition waivers for the FY 2014 fiscal year.~~

| **For the Employer:** | | **For the Union:** | |
|---|---|---|---|
| Jane A. Karas, President | Date | Pete Hertlein, Union President | |
| Date | | | |
| Board Chair | Date | Union Representative | Date |

~~ADDENDUM A~~

~~Adjunct Faculty~~
~~Pay Rates for FY 2013~~
~~Effective July 1, 2012~~
~~(This matrix was created by adding 3.% to the FY 12 matrix.)~~

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lecture~~ | ~~1~~ | ~~574.92~~ |
| | ~~2~~ | ~~1149.85~~ |
| | ~~3~~ | ~~1724.77~~ |
| | ~~4~~ | ~~2299.69~~ |
| | ~~5~~ | ~~2874.60~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lec/Lab-Rate A (75% Lecture/ 25% Lab)~~ | ~~1~~ | ~~572.15~~ |
| | ~~2~~ | ~~1144.29~~ |
| | ~~3~~ | ~~1716.44~~ |
| | ~~4~~ | ~~2288.60~~ |
| | ~~5~~ | ~~2860.74~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lec/Lab-Rate B (50% Lecture/ 50% Lab)~~ | ~~1~~ | ~~700.12~~ |
| | ~~2~~ | ~~1400.24~~ |
| | ~~3~~ | ~~2100.36~~ |
| | ~~4~~ | ~~2800.48~~ |
| | ~~5~~ | ~~3500.60~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Lec/Lab-RateC (25% Lecture/ 75% Lab)~~ | ~~1~~ | ~~762.87~~ |
| | ~~2~~ | ~~1525.74~~ |
| | ~~3~~ | ~~2288.61~~ |
| | ~~4~~ | ~~3051.48~~ |
| | ~~5~~ | ~~3814.35~~ |

| ~~Type of Class~~ | ~~Number of Credits~~ | ~~Rate of Pay~~ |
|---|---|---|
| ~~Activity/Lab only~~ | ~~1~~ | ~~758.55~~ |
| | ~~2~~ | ~~1517.12~~ |
| | ~~3~~ | ~~2275.68~~ |

| | |
|---|---|
| 4 | ~~3034.25~~ |
| 5 | ~~3792.80~~ |

Exhibit of Proposed Salary Structure – Discussion Items:

- Implement over a three year period
- Ensure no reductions in salaries
- Balance increases over implementation time

| | LEVEL I | LEVEL II | LEVEL III |
|---|---|---|---|
| **Academic** | Bachelors | Masters | PhD/JD/EdD |
| **Non-Transfer** | AAS +3 yrs exp | Bachelors+15 graduate credits OR Masters | PhD |
| **Vocational/Activities** | HS + 10 yrs exp OR AAS +3 yrs exp | Bachelors+15 graduate credits OR Masters | PhD |
| **Nursing (licensure required) initial placement step 7** | AAS+3 | Bachelors | Masters |
| **STEP** | | 1.025 | 1.025 |
| 1 | $580.00 | $594.50 | $609.36 |
| 2 | $588.70 | $603.42 | $618.50 |
| 3 | $597.53 | $612.47 | $627.78 |
| 4 | $606.49 | $621.66 | $637.20 |
| 5 | $615.59 | $630.98 | $646.76 |
| 6 | $624.82 | $640.45 | $656.46 |
| 7 | $634.20 | $650.05 | $666.30 |
| Experience - Full time equivalency in area of subject matter<br>Step - 36 credits taught at FVCC. Move on July 1 each year | | | |

Master of Fine Arts terminal degree?

**TERMS:** All applicable dates and formatting modified to negotiated contract status. Bargaining Table is open to any new items and/or subjects of bargaining until parties agree to close the table. The College reserves the right to change, delete, add to or otherwise modify any open item during bargaining.

— Filed for unemployment

Pete
Craig
Marita
Fred
Wayne

# COLLECTIVE BARGAINING AGREEMENT

**BETWEEN**

**MONTANA BOARD OF REGENTS OF HIGHER EDUCATION**

**AND**

**MONTANA TWO-YEAR COLLEGE FACULTY ASSOCIATION**
Formerly Vocational-Technical Educators of the Montana (VTEM)
**#4610, MEA/MFT, AFT, AFL-CIO**

**JULY 1, 2013 THROUGH JUNE 30, 2015**

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## ARTICLE 1

## PREAMBLE

1.1 PREAMBLE

This agreement is entered into by the Board of Regents of Higher Education, hereinafter referred to as the Employer, and the Montana Two-Year College Faculty Association (MTYCFA), MEA-MFT, AFT, NEA, and AFL-CIO, hereinafter referred to as the Union.

This agreement is negotiated in accordance with the Public Employees Collective Bargaining Act. A purpose of this agreement includes but is not limited to establishing terms and conditions of employment. The parties intend to engender an atmosphere conducive to the development of quality education under the governance of the Board of Regents and to develop an effective and harmonious relationship between the parties.

## ARTICLE 2

## RECOGNITION

2.1 RECOGNITION

A. Recognition.

The Board of Regents, hereinafter referred to as the Employer, recognizes the Montana Two-Year College Faculty Association, MEA-MFT, AFT, NEA, AFL-CIO, hereinafter referred to as the Union, as the sole and exclusive bargaining representative of all faculty in the bargaining unit. The Union recognizes the Board of Regents as the statutory governing body of City College Billings, Gallatin College Bozeman. Highlands College Butte, and Great Falls College Great Falls hereinafter referred to as Colleges.

B. Bargaining Unit.

The bargaining unit covered by this agreement shall include all instructional faculty members teaching courses in programs administered by member colleges in Billings, Bozeman, Butte or Great Falls with a .5 FTE or greater annual

appointment (nine or more credits in programs administered by the colleges per semester) and who are employed for both terms of the academic year. A part-time instructor may not, however, obtain bargaining unit status because of teaching courses in programs administered by more than one college. Individuals appointed for a single semester are excluded from the bargaining unit. Instructional-related, non-teaching professional employees are excluded from the bargaining unit. The term "faculty member" as used in this agreement means a member of the bargaining unit.

## ARTICLE 3
## MANAGEMENT RIGHTS

### 3.1 MANAGEMENT RIGHTS

The parties recognize that the Employer retains all rights not specifically relinquished in writing by this contract, including but not limited to those denominated in Mont. Code Ann. § 39-31-303.

## ARTICLE 4
## FACULTY MEMBER RIGHTS AND WORKING CONDITIONS

### 4.1 SAFETY

The Employer shall provide a place of employment which does not endanger the health and safety of any faculty member. Faculty members shall notify the Employer of any safety or health hazards observed incident to employment. The Employer shall investigate the matter and the parties shall cooperate in promoting and initiating appropriate remedial action. If faculty members are required to wear protective clothing or devices, the Employer shall furnish such items. The selection of the type of clothing or device shall be the prerogative of the Employer, in consultation with affected employees.

## 4.2 TRAVEL EXPENSES

Faculty members shall be furnished with a state car or be reimbursed for all authorized required travel in accordance with state statutes and policy. Where authorized travel is not required but is job related and beneficial for the faculty member and the Employer, reimbursement at less than the statutory rate may be made provided an agreement to that effect is reached between the faculty member and Employer prior to the authorized travel.

## 4.3 PAYROLL DEDUCTIONS

In addition to the salary deductions required by law, the following payroll deductions may be authorized in writing at no cost to the faculty member: group health insurance, U.S. savings bonds, approved tax sheltered annuities, approved credit unions, union dues, and other deductions approved by the Employer.

## 4.4 SECRETARIAL SUPPORT

Faculty members shall have access to available services in the areas of typing, word processing, copying, record keeping, and other support services which are supplied by the secretarial staff at the College.

## 4.5 OFFICE SPACE

The Employer recognizes the need for faculty members to have access to space for conducting student counseling or other sensitive situations in private. In those situations where such space is needed and the employee does not have an enclosed office, the Employer agrees to work towards alternative, mutually-agreeable arrangements.

## 4.6 PARKING

Each faculty member shall be provided parking on College property where they work.

## 4.7 CLASS AND COURSE ASSIGNMENT

The instructional assignment of a faculty member should be made in his/her field of competence. There are common instructional components in each discipline that all faculty should be able to teach. Therefore, the need for change of assignment within his/her field for the purpose of

providing better service and a higher quality program is acknowledged. Instructional assignments shall be based on a consideration of the needs of students (including the need to make the curriculum available throughout the day and evening), the continued necessity for revitalization and improvement of the instructional program, academic qualifications and expertise of the faculty and, where practical, faculty preference. Instructional assignments shall not be made arbitrarily, capriciously, or with the intent or effect of discriminating against any faculty member.

A faculty member shall not be required to teach both evening and early morning classes unless the faculty member concurs with this kind of assignment.

## 4.8 FULL-TIME FACULTY MEMBER PROFESSIONAL RESPONSIBILITIES

The instructional calendar shall normally not exceed 162 days. It is recognized that the professional responsibilities of a full-time teaching faculty member go beyond meeting the 162 instructional days. The professional responsibilities of instructional faculty members may include but are not limited to the following: teaching, laboratory supervision, lab/shop/equipment maintenance, curriculum development, professional development, departmental and institutional planning, committee activity, and student advising. Therefore, the obligations of teaching faculty members for an academic year contract shall start with the beginning day of orientation activities fall semester and shall extend until the completion of commencement ceremonies and record keeping activities at the end of spring semester. It is presumed the College has priority on the working time of a full-time teaching faculty member.

## 4.9 PART-TIME FACULTY MEMBER RESPONSIBILITIES

Part-time faculty members may be hired for less than an entire contract period, or may be hired to perform certain specific assignments. The extent of a part-time faculty member's assignments shall be communicated to part-time faculty members at the commencement of their employment period. The employment of two or more part-time faculty members which causes the displacement of a full-time faculty member in the same instructional area is prohibited when the full-time faculty member is qualified and able to perform the responsibilities assigned the part-time faculty members and such responsibilities equate to a full-time assignment. Unless

otherwise specified, part-time faculty members covered by this agreement will receive the benefits contained in this agreement on a pro rata basis.

4.10 UNION/MANAGEMENT COMMITTEE

Joint union-management committees will be established at each College for the purpose of discussing any matters of mutual concern and to improve communications between the Employer and members of the bargaining unit. The committees shall consist of not more than three members appointed by the Union and three members appointed by the Employer, or an alternative equal number of Union and Employer-appointed members mutually agreed to by the Employer and Union.

The committees shall meet at a mutually-agreeable time, place, and date within a reasonable length of time following the request of either party. Five working days prior to the agreed meeting date, each party shall provide the other with a list of items which it wishes to discuss; however, this requirement may be waived by mutual agreement. The committees may not amend this agreement nor may they be used to bypass the contractual grievance procedure.

4.11 COMMITTEES

The Employer recognizes the value of faculty member input in decisions regarding such academic matters as the following: program evaluation, curriculum, faculty member development and sabbaticals, professional standards and qualifications, calendar, and the selection of academic related faculty members. The Union recognizes that responsibility for making final decisions rests with the Employer. Faculty members shall be included on committees which may be established to make recommendations on such academic matters. Appointments on such committees shall be done in consultation with the local union leadership at each College and other appropriate employee groups.

4.12 FACULTY MEMBER VISITATIONS AND EXCHANGE

Business and industrial training programs and employee exchanges provide a means of sharing ideas, broadening experiences, and updating skills and knowledge. The Employer shall encourage participation in such programs and exchanges within available financial resources.

Participation in faculty member visitations and exchanges shall be mutually agreed upon by the Employer and faculty member. Faculty member requests for participation in training programs or faculty member exchanges shall be considered on a case-by-case basis. The costs, salary, and benefits to be paid shall be agreed upon in writing by the Employer and faculty member prior to the commencement of the training, visitations or exchange. Faculty members on such a program will continue to be employees of the Board of Regents, shall continue to accrue seniority, and shall not lose any previously-accrued rights or benefits during the visitation or exchange. No leave benefits shall accrue unless the exchange is to another position within the university system. Faculty member visitations and exchanges will include but are not limited to:

a. exchanges between faculty members covered by this agreement;
b. private industry visitations or exchanges;
c. exchanges or visitations at another unit of the university system;
d. exchanges or visitations outside the state or country; or
e. training programs.

4.13 SABBATICAL ASSIGNMENTS

A faculty member who has completed six years of continuous service at a College is eligible to apply for a sabbatical assignment. The granting of sabbatical assignments is subject to the following provisions:

A. The Dean shall notify College faculty members of the number of sabbaticals available no later than June 1 prior to the deadline for sabbatical assignment. The employee must apply in writing for such leave to the Dean by November 1 of the year preceding the school year in which the leave is sought. However, under extenuating circumstances, the deadline for application may be waived at the discretion of the Dean and with approval of the President or designee. The application shall describe the program of professional improvement he/she contemplates pursuing. Candidates for a sabbatical will be notified of the decisions no later than May 1 of the year preceding the school year in which the leave is sought.

B. Satisfactory programs or projects for sabbatical assignments include research, education, related work in other institutions or private business organizations, or other activities which the Dean and the President or designee with concurrence of the Board of Regents, agree will improve the staff member professionally, or will benefit the College and the state. If the sabbatical leave is for the purpose of attending school, faculty members must take at least the normal full-time load for their program or approved program as recognized by the Dean.

C. Sabbatical assignments shall be for a period of not less than one academic semester or more than one academic year, except that upon approval of the Dean and President or designee, sabbatical assignments may be granted for a period less than an academic semester.

D. Faculty members seeking to extend their period of study while on leave after their rights under sabbatical leave have been exhausted may make application for extended leave under Section 6.9, Educational and Professional Improvement Leave, of this agreement.

E. The salary paid during a sabbatical assignment shall be two-thirds (2/3) of the employee's academic year salary or a pro-rated amount for sabbatical assignments of a shorter duration and shall be calculated based on the same methodology as regular faculty. Faculty members on sabbatical shall be allowed to receive reimbursement for expenses directly related to their course of study and shall also be allowed additional compensation not to exceed 40% of their regular salary, upon approval of the President or designee. All outside compensation must be received through the College for reimbursement to the employee. A faculty member on sabbatical leave shall continue to accrue seniority during the period of sabbatical leave and the Employer will continue its contributions to the group insurance plan on behalf of the faculty member. No leave benefits shall accrue during a sabbatical assignment.

F. Any faculty member receiving a sabbatical assignment will be expected to sign a promissory note and written agreement to return to the College for at least one academic year or to reimburse expenses incurred by the Employer as a result of the sabbatical assignment.

4.14 FEE WAIVERS

Any permanent faculty member who works at least three-quarter time (.75 FTE) shall be entitled to a waiver of fees in accordance with Board of Regents policy. The number of courses a faculty member may take may be limited and access to courses shall be on a space available basis.

4.15 ACADEMIC FREEDOM

The Montana University System has had a long tradition of, and a deep commitment to, academic freedom. The welfare and strength of the College, the University and of society at large depend upon the free search for truth and its free expression. To this end, the Montana University System shall recognize and protect full freedom of inquiry, teaching, research, discussion, study, publication, and for artists, the creation and exhibition of works of art, without hindrance, restriction, equivocation, and/or board or Administration reprisal. This right extends to other facets of campus life to include the right of a faculty member to speak on general educational questions or about the Administration and operation of his/her own institution and the Montana University System. The right of academic freedom shall be the right of every faculty member whether tenured or untenured.

The parties to this agreement shall also recognize that each faculty member is a citizen and a member of a learned profession, as well as an employee of an educational institution. When he/she speaks or writes as a citizen, he/she shall be free from institutional censorship or discipline. When acting as a private citizen, the faculty member has an obligation to make it clear that he/she speaks, writes, and acts for himself/herself and is not acting as a representative of the Montana University System.

Academic Responsibility

The concept of academic freedom must be accompanied by an equally demanding concept of academic responsibility. The concern of the College and University and its members for academic freedom safeguards must extend equally to requiring responsible service, consistent with the objective of the Montana University System. Every person in the bargaining unit is at one and the same time (1) a teacher, (2) a member of the faculty of the University, and (3) a scholar. By virtue of his/her position in the University, the individual shares all three of these functions, each of which is of great importance.

As a member of a faculty, each person is expected to relate in a professional manner with colleagues in the academic community. Similarly, each faculty member is expected to participate in the work of the unit and of the institution.

As a teacher, every person in the bargaining unit is responsible for effective instruction, including evaluation, of students of the College. In keeping with this, all faculty members shall prepare a syllabus for each course they teach. A current copy of each syllabus will be placed in an electronic data base for access by students. Each faculty member shall provide an electronic copy of their current syllabi within thirty (30) days of the start of the semester to the College's chief academic officer. Aspects of effective instruction include teaching classes in accordance with official descriptions and meeting classes in accordance with published schedules at on-campus locations, off-campus locations germane to the subject matter, or at other locations approved by the dean or his/her designee. No classes may be taught off-campus or at unscheduled locations during any concerted activity by any College employee without prior approval of the College's chief academic officer.

The faculty member shall have both a depth and breadth of knowledge in his/her chosen field and be able to communicate this knowledge to the students. The faculty member shall maintain an active interest in the advances and current thinking in his/her subject and be able to relate such information to his/her teaching in an organized manner through incorporation into course materials. Moreover, the faculty member shall maintain a critical attitude toward his/her teaching

and should strive continuously to improve it. Obviously, the faculty member shall avoid persistent intrusion of totally unrelated material into classroom presentations. The effective teacher feels and exhibits enthusiasm for his/her subject and creates an environment that stimulates imaginative thinking.

The faculty member should have a deep interest in the students' progress and welfare, which includes counseling and advising assigned advisees as well as other students on their program of study and other academic matters, and maintaining a responsible, professional relationship with the students. Both faculty member and advisee share responsibility for making the advising relationship successful. The advisor and advisee should discuss the educational objectives suited to the advisee's demonstrated abilities and expressed interests. The advisor helps the advisee to understand the relationship between academic programs and undergraduate research opportunities, internships, study abroad programs, and other academic experiences provided by the College.

The faculty member will carefully ensure equal application of class standards and requirements. Faculty shall preserve the records necessary to compute final grades for one academic term. For one full semester following the semester a student receives a grade, faculty will retain all academic course materials used as the basis for a student's semester grade (papers, tests and/or other written or printed materials) which are not returned to the student. Fall semester grade records and course materials will be kept until the end of the next spring semester; while spring semester and any summer course grade records and course materials will be kept until the end of the next fall semester. Each faculty member has obligations and responsibilities to assist in the proper administration of College affairs. It is therefore to be expected that he/she will serve on committees, attend College functions, and render public service in the area of his/her professional competence.

As a scholar, the person is responsible to the College and to society to keep informed about advances in knowledge and to engage in an active program of research or creative activities as judged by peers. This part of his/her activity, though in general not formally scheduled, is nevertheless essential. In large measure the welfare of society depends on it. Creative work in a

faculty member's discipline-specific area(s) ranks equally with research and scholarly publications.

These functions and responsibilities shall not be thought of as mutually exclusive, but as overlapping and complementary. Thus, active participation in the work of learned societies is related to a person's work as both scholar and member of the faculty. Similarly, preparation of papers for publication, which is an example of a person's function as a scholar, may well grow out of his/her work as a teacher.

## 4.16 DEPENDENT PARTIAL TUITION WAIVER

Permanent employees must be employed at least three-quarter time for five or more consecutive years before being eligible for a dependent tuition waiver benefit. Employees who utilize the faculty and staff tuition waiver are not eligible for a dependent tuition waiver during the same academic term. Only one dependent may utilize the dependent tuition waiver in an academic term. A dependent includes the employee's spouse, and financially-dependent children as defined by the Internal Revenue Code who are unmarried and under age 24.

The tuition waiver benefit for dependents shall be for 50 percent of the residential tuition. In no case may registration, course fees or any other mandatory or miscellaneous fees be waived. Dependents may utilize the tuition waiver benefit to take courses at a College or in any other two-year or certificate programs and to obtain a first baccalaureate degree at any unit of the university system. Dependents may not use the tuition waiver benefit to attend law school or obtain a graduate degree. The tuition waiver does not apply to non-credit, continuing education or other self-supporting courses.

## 4.17 FACULTY SENATE

MTYCFA, as the elected bargaining agent, retains exclusive right to negotiate and reach agreement on all matters pertaining to salaries, benefits, and terms and conditions of employment. Without waiving this right, MTYCFA, the Board, and the Administration recognize the desirability of a democratic governance system for faculty in areas of academic

concern. Such a governance system shall be implemented through a democratically elected and representative Faculty Senate. The Dean and/or his/her representative should participate in Faculty Senate as an ex officio (non-voting) member.

## ARTICLE 5
## UNION ACTIVITIES

### 5.1 RIGHT TO ORGANIZE

The Employer recognizes that all faculty members have the right to freely organize, join and support the Union and its affiliates for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection in accordance with Mont. Code Ann. § 39-31-301, except as provided for in this agreement. The Employer further agrees that it will not discriminate against any faculty member for exercising any right granted by the Public Employees Bargaining Act or this agreement.

### 5.2 MEETINGS

Regular meetings of the entire membership or of College membership may be held on College premises. Rooms shall be made available to the Union provided previous arrangements with appropriate personnel have been made with regard to reserving space.

### 5.3 BULLETIN BOARDS

Upon request of the local Union representative, the Employer shall assign space for at least one approved bulletin board per building at each College for the sole use of the Union to post official Union business and announcements.

### 5.4 INFORMATION DISTRIBUTION

The Union shall have the right to use the Employer-owned distribution boxes, voice mail or electronic mail for the purposes of communicating with faculty members regarding Union activities.

5.5 INFORMATION AND DATA

Upon request of the Union, the Employer agrees to furnish the Union with the following information: budgets for the Board of Regents; budgets for each College; public information used in the preparation of budgets as provided by law such as salaries; minutes of meetings of the Board; policies of the Board of Regents which apply to faculty members. Voluminous information shall be made available for inspection or will be provided at reproduction cost.

5.6 ANNOUNCEMENTS

The Union shall be provided time at faculty member meetings to make brief reports and announcements, provided the Union has given a timely request to the Dean or designee.

5.7 ADDRESSING THE BOARD

Officers of the Union shall have the right to address the Board of Regents on relevant topics provided the Union has given a timely request to the Regents.

5.8 RESPONSIBILITIES OF UNION PRESIDENT

The president of the Union shall be allowed to perform duties related to the Union which cannot be properly performed other than during normal instruction hours or which are a result of an emergency situation, provided acceptable arrangements can be made so that such duties do not interfere with the president's instructional and other assigned responsibilities.

5.9 LEAVE OF ABSENCE FOR UNION BUSINESS

Any elected or appointed officer of the Union shall, upon request and approval of the Employer, be granted a leave of absence without pay to attend to Union business, or the leave can be granted with pay if the Union agrees to pay the cost of the substitute.

5.10 UNION VISITS

Union representatives who are not employees of the College shall notify the Dean prior to visiting the College and may not disrupt the work activities of the faculty members.

## 5.11 UNION SECURITY

A. Faculty members covered by the terms of this agreement shall not be required to become members of the Union but must, as a term and condition of employment, pay a representation fee or follow the procedures for non-association with a labor organization on religious grounds found at Mont. Code Ann. § 39-31-204.

B. All faculty members covered by the terms of this agreement shall within 30 days of the signing of this agreement, or within 30 days of employment, whichever is later, pay dues or a representation fee to the Union. Faculty members who fail to comply with this requirement shall be discharged by the Employer within 30 days after receipt of written notice of default by the Union. The Union may make written notice of default and demand for discharge after the 30 day period specified above. The Employer shall initiate appropriate discharge actions under this section to insure discharge of the affected faculty member(s) on the 30th day from receipt by the Employer of the Union's written notice of default and demand for discharge. The Union agrees to provide documentation to the Employer that its representation fee rate is established in accordance with law.

## 5.12 INDEMNIFICATION

The Union will indemnify and hold the Employer harmless against any and all expenses and liability which may arise as a result of the operation of this article.

## 5.13 DUES CHECKOFF

The Employer shall, without charge, deduct Union dues from the salary of each faculty member who authorizes such deductions in writing in accordance with Mont. Code Ann. § 39-31-203. The aggregate deductions shall be remitted together with an itemized statement to the appropriate Union officer. The Employer shall deliver the dues monies to the appropriate officer of the Union. Within 30 days from the effective date of this agreement, the Union shall notify the Employer of the name and mailing address of the appropriate officer who is to receive dues monies.

## ARTICLE 6
## LEAVES OF ABSENCE

### 6.1 SICK LEAVE

A. Definition.

Sick leave may be used for the necessary absence from duty caused when a faculty member has suffered illness, injury, pregnancy-related illness or disability, exposure to contagious disease which requires quarantine, or the necessary absence to receive a medical or dental examination or treatment.

B. Accumulation.

Faculty members shall accrue sick leave at a rate of one day per each month of employment. Part-time faculty members shall be entitled to pro-rated sick leave based on the number of days and portion of days worked. Unused sick leave days shall accumulate without limitations.

C. Lump-Sum Payment on Termination.

Upon termination, a faculty member is entitled to a lump-sum payment equal to one-fourth of the pay attributed to the accumulated sick leave except where otherwise provided for in Appendix A. The computation shall be based on the faculty member's salary for the last year of employment. Faculty members who are laid off shall have the option of receiving payment for unused sick leave at the time of layoff, maintaining sick leave balances for use upon recall, or receiving payment at the end of the recall period if recall does not occur.

D. Physician's Statement.

A physician's certificate may be required where questions of abuse of sick leave exist, to substantiate the need for sick leave usage in the case of a lengthy illness or to verify a faculty member's fitness for work.

E. Abuse of Sick Leave.

Abuse of sick leave for unauthorized purposes is cause for disciplinary action as provided under the provisions of Mont. Code Ann. § 2-18-618.

F. Sick Leave Donations.

A faculty member may donate not less than one-half day nor more than two days of sick leave to another faculty member who has exhausted his/her sick leave due to a serious personal illness. Subject to budget limitations, a maximum of 45 days of sick leave may be donated to any one employee during an academic year. The parties will work cooperatively to provide affordable coverage of the absent employee's responsibilities.

## 6.2 BEREAVEMENT/CRITICAL FAMILY ILLNESS LEAVE

Sick leave may be used by faculty members to attend to a critical illness or death in the faculty member's immediate family.

A. Critical illness means illness which the attending physician considers sufficiently serious to require the faculty member's presence at the bedside and shall include attendance at a spouse's childbirth.

B. Immediate family includes the faculty member's spouse and any member of the household, or any parent, child, grandparent, grandchild, sibling or corresponding in-law or at the Employer's discretion, another person.

## 6.3 PERSONAL LEAVE

Up to three days per year of personal leave will be granted each full-time faculty member without loss of pay. Part-time faculty members shall be entitled to pro rata personal leave based on the number of days and portion of days worked. The faculty member should request personal leave at least five days prior to the leave date, where possible. The faculty member requesting

personal leave shall submit a suggested plan, subject to approval of the Employer, for covering missed classes.

A faculty member with unused personal leave at the end of an academic year may request that the unused personal leave be substituted in place of any sick leave the faculty member may have taken during the same academic year.

The Employer has the right to impose limits on the number of faculty member who will be allowed to use personal leave on any one day and to designate certain days during which no personal leave usage may be authorized. Personal leave days are not cumulative from year o year.

## 6.4 JURY AND WITNESS LEAVE

A faculty member who is under a proper summons as a juror or subpoenaed to serve as a witness shall, in accordance with Mont. Code Ann. § 2-18-619, collect all fees payable as a result of the service and forward the fees to the appropriate accounting office. However, a faculty member shall not be required to remit to the Employer any expense or mileage allowance paid to him/her by the court. Such fees shall be applied against the amount due the faculty member from the Employer. However, if a faculty member elects to charge the time off against leave without pay, the faculty member shall not be required to remit fees to the Employer.

## 6.5 PUBLIC SERVICE LEAVE

A faculty member who is elected or appointed to public office shall be entitled to a leave of absence without pay not to exceed 180 days per year in accordance with Mont. Code Ann. § 2-18-620.

## 6.6 PROFESSIONAL LEAVE WITH PAY

Faculty members may be granted leave with pay at the discretion of the Employer for the following purposes: attendance at professional meetings, workshops, conferences or seminars, inter-school visiting or other activities deemed appropriate. Requests for such leave shall be made in writing at least ten days in advance of the date of the leave.

Reimbursement for travel while on professional leave with pay shall be made in accordance with Section 4.2 of this agreement.

6.7 MILITARY LEAVE

Military leave shall be granted to eligible faculty members in accordance with Mont. Code Ann. § 10-1-604. Faculty members shall, where possible, endeavor to schedule required training at a time which does not conflict with their job responsibilities.

6.8 MATERNITY LEAVE

Faculty members shall be granted maternity leave in accordance with Mont. Code Ann. § 49-2-310.

6.9 EDUCATIONAL AND PROFESSIONAL IMPROVEMENT LEAVE WITHOUT PAY

Faculty members who have completed two years of service with the Employer shall be eligible to apply for a leave without pay for the purpose of advanced education or vocational- related preparation, related work in another institution or private business organization, or for other activities which will improve the employee's professional expertise.

Written requests for educational and professional improvement leave shall be submitted to the Dean and shall include the reason for the requested leave. If the Dean approves the leave request, it shall be forwarded to the President or designee and the Board of Regents for final approval. The length of the leave period shall be agreed upon prior to the commencement of the leave and shall normally not exceed one year. Faculty members on educational and professional improvement leave shall be permitted to participate in the group health insurance plan at their own expense.

6.10 UNPAID LEAVE

At the discretion of the Dean and with the approval of the President or designee, employees may be granted unpaid leave of absence for good and sufficient reasons.

6.11 PARENTAL AND FAMILY LEAVE

Parental leave shall be granted in accordance with state law. Family leave shall be granted in accordance with federal law. Faculty members may request an unpaid leave of absence for infant care and bonding purposes.

## ARTICLE 7
## FACULTY MEMBER EVALUATIONS AND PERSONNEL FILES

7.1 FACULTY MEMBER EVALUATIONS

Faculty member evaluation procedures are recognized to be a cooperative effort between the faculty member and his/her supervisor with the purpose of achieving excellence in the area of effective and purposeful instruction and job performance. If substantive changes to the evaluation instrument or process are contemplated, an ad hoc committee shall be established to make recommendations for change to the President or designee. Such committee shall be composed of an equal number of faculty members appointed by the Union and Employer representatives appointed by the Dean.

A. Formal Evaluations.

Result in a written document which is placed in a faculty member's official personnel file. Formal evaluations may include components such as self-evaluation, supervisory evaluation, and student evaluations. Faculty assessment will be conducted on an annual basis for non-tenured faculty except during the final year of employment and once every three years for tenured faculty. Faculty or administration may request an additional evaluation for purposes of consideration for merit, tenure, and promotion.

B. Informal Evaluations.

The parties recognize that the evaluation of faculty members is an ongoing process, and that there may be a need to keep informal records of critical incidents and other performance related matters. It may also be appropriate to discuss performance problems or exemplary achievements of faculty members outside of

the formal evaluation process. Nothing in this agreement may be construed to restrict such activities.

C. Conditions of Faculty Member Evaluations.

1. Evaluations shall be conducted fairly and in a manner in which faculty members are fully aware of the process and tools to be used.

2. Faculty members shall be notified at least five working days prior to commencement of the formal evaluation process.

3. Each faculty member shall be given a copy of his/her formal evaluation at the time it is completed.

4. Faculty members shall have the right to respond in writing to their formal evaluations. The response shall be attached to the evaluation included in the personnel file. The faculty member response shall also be forwarded to the administrators receiving the evaluation or report.

5. In the case of an unsatisfactory evaluation, or upon request of the faculty member, a conference between the faculty member and the Dean and evaluator shall be initiated to discuss the evaluation.

6. Supervisors shall assist employees in their development and provide suggestions for improvement for areas considered to be in need of improvement.

7. Faculty members shall have the right to ask for a review by a higher-level supervisor of any evaluation that they feel contains inaccurate or misleading information.

7.2 PERSONNEL FILES

The Employer shall maintain one official personnel file for each faculty member. All permanent personnel records relating to an individual faculty member, excluding payroll and grievance records, shall be kept in this file.

Faculty members have the right to answer or qualify any evaluation, report, or material filed, and such responses will be attached to the related material in the file. Faculty members shall be permitted to have included in their file material they feel is pertinent to their professional career, performance, and personal qualifications. Faculty members shall be afforded the opportunity to view any document, other than standard record-keeping materials, that is to be placed in their personnel file. Any document contained in the personnel file, other than standard record-keeping materials, which the faculty member has not been afforded an opportunity to view, shall not be used as evidence in any disciplinary or discharge proceeding. The Employer may have the faculty member initial or sign a document, include a statement that the faculty member has refused to initial or sign the document or provide other evidence that the faculty member had the opportunity to view the document contained in the personnel file.

Faculty members shall have the right to examine the contents of their file except for confidential placement file material connected with initial employment. Employees may obtain a copy of any material contained in their personnel file.

Faculty members shall have the right to request removal of documents from their personnel file. Documents may be removed from the file with the mutual consent of the faculty member and the Dean.

## ARTICLE 8

## GRIEVANCE PROCEDURE AND ARBITRATION

8.1 GRIEVANCE PROCEDURE

The purpose of this article is to set forth prompt and efficient procedures for the resolution of all grievances. The parties agree that all problems should be resolved, whenever possible, before

the filing of a grievance. The parties encourage the informal resolution of grievances whenever possible.

8.2 GRIEVANCE DEFINITIONS

A grievance shall mean an alleged violation, misinterpretation, or misapplication of the provisions of this agreement or of an applicable written policy of the Board of Regents.

A grievant is a faculty member or the Union filing a grievance.

8.3 TIME LIMITS

Reference to days shall refer to working days. A work day includes all week days not designated as a state holiday. When computing the time periods prescribed herein, the date of the act, event, or default shall not be included. The failure of an administrator at any level to communicate a decision to the faculty member and the Union within the proper time limits shall permit the faculty member to proceed to the next step of the grievance procedure. Upon the failure of the grievant and the Union to file an appeal within the time limits provided, the grievance shall be deemed to have been resolved by the decision at the prior step. The filing or service of grievance notices or documents shall be timely if they are personally served or if they bear a postmark of the United States Postal Service within the time period. The time limitations prescribed at each step of the grievance procedure may be extended with the mutual agreement of the parties.

8.4 REPRESENTATION

A faculty member shall have the right to be represented at all stages of the grievance procedure by a representative of the Union. When hearings and conferences are held during class or working hours, a faculty member whose presence is required shall be excused for that purpose without loss of pay. Grievance meetings shall be private unless otherwise agreed to by the faculty member, the Union, and the Employer. Grievance meetings will be held at a time and place which will afford a fair and reasonable opportunity for the faculty member, Employer and Union representatives to attend.

8.5 RECORDS

All grievance documents and records dealing with the processing of a grievance will be filed separately from the personnel files of participants.

8.6 REPRISAL

No reprisals of any kind will be taken by the Employer or administrators against any faculty member nor will the Union or any faculty member take reprisal action against any administrator because of participation in this grievance procedure.

8.7 INFORMATION

At all steps of the grievance procedure, the grievant shall have the right to request the Employer to produce the relevant records relating specifically to the particular grievance in question. Neither the Employer nor the Union may rely on any evidence in arbitration which was requested by either party and not provided.

8.8 PROCEDURES FOR FILING GRIEVANCES

All grievances must be filed within 25 days after the occurrence of the incident which initiated the grievance, or within 25 days after the faculty member should have reasonably known of the circumstances which gave rise to the grievance. The grievance shall state the name of the grievant, nature of the grievance, dates the alleged grievance occurred, the contract provisions affected, and the relief sought.

The grievant shall also date and sign the grievance. All grievances shall be presented in accordance with the grievance procedure set forth below.

Step 1: Any faculty member may file a formal written grievance with the Dean who shall conduct a meeting with the faculty member to discuss resolution of the grievance within ten days following receipt of the grievance. The Dean shall issue a written decision to the faculty member and the Union within ten days following the conclusion of this meeting.

Step 2: If the grievance is not resolved at Step 1, the grievance may be filed with the President or designee within ten days from receipt of the Step 1 response. A faculty member filing a grievance must also file a copy of the grievance with the Union. The President or designee shall issue a written decision to the employee and the Union within 15 days following receipt of the grievance.

Step 3: If the faculty member is not satisfied with resolution of the grievance at Step 2, the faculty member shall have ten days to appeal the President's decision to the Commissioner of Higher Education. The appeal shall be in writing and shall include copies of all materials submitted or received at Step 2. The Commissioner of Higher Education or designee shall have 15 days after receiving the grievance in which to issue a decision in writing to the employee and the Union.

8.9 ARBITRATION

Step 4: In the event the parties are unable to resolve a grievance, the grievance may be submitted to arbitration at the discretion of the Union provided a notice of appeal is filed with the Commissioner of Higher Education within 15 days of receipt of the decision at Step 3. Request for arbitration must be signed by the faculty member and Union president or designee.

8.10 SELECTION OF AN ARBITRATOR

If the Union and the Employer cannot agree upon an acceptable arbitrator, they shall forward a joint written request to the Federal Mediation and Conciliation Service to provide a list of names of seven arbitrators. However, the Employer and the Union may stipulate to using an arbitrator supplied by the Board of Personnel Appeals, AAA or another mutually-agreeable source. Each party shall alternately strike names from the list until only one name remains. The remaining person shall be designated the arbitrator. A coin toss shall be used to determine which party shall strike the first name from the list. The party losing the coin toss shall strike the first name.

8.11 EFFECT OF DECISION

The decision or award of the arbitrator shall be final and binding upon the Employer, the Union, and the faculty member. The arbitrator shall not add to, delete from or amend the terms of this agreement.

8.12 FEES AND EXPENSES

The fees and expenses of the arbitrator shall be divided equally between the Employer and the Union. Each party shall bear the cost of preparing and presenting its own case. If either party orders a transcript it shall allow the other party to copy the transcript by paying half the cost of the transcript plus copying costs. Neither party shall be required to pay the cost of a stenographic record without its consent, provided that failure to do so shall be deemed as a waiver of the party's right of access to the record.

8.13 CONDUCT OF THE HEARING

In the event the parties agree to stipulate to all relevant facts concerning a grievance, they may submit the grievance to the arbitrator in writing and the formal hearing may be waived. The arbitration hearing shall be held in the city in which the faculty member is employed, unless an alternative location is agreed upon by the parties. The hearing shall be scheduled at a time and date agreeable to the Union, the Employer, and the arbitrator. The arbitrator is encouraged to issue a decision within 30 days of the close of the hearing or submission of briefs or as soon thereafter as practical. Unless otherwise agreed to, the arbitrator's decision shall be in writing and shall include the rationale for the decision.

## ARTICLE 9
## TENURE, SENIORITY, AND LAYOFF

9.1 TENURE

Tenure is the right to annual renewal of employment from academic year to academic year except in cases of termination for cause or layoff. Tenure is with the College through which it is granted and is not with the Board of Regents or any entity other than the College.

Tenure is awarded by the Board of Regents, following peer and administrative review and recommendation by the President in accordance with procedures established by each College.

The review prior to granting tenure and the subsequent recommendation to the Board of Regents will normally be made in the fifth year of employment. Four academic years of full-time service at the College are required before a faculty member is eligible to make application for tenure.

While normally the sixth contract of full-time employment carries continuous tenure status, unless the faculty member is given notice of termination, tenure will not be awarded without appropriate review and recommendation by peers and supervisors. Tenure is awarded for quality of current professional performance and promise for such future performance, not merely for completing a certain length of service. It is equally incumbent on the faculty member and the administration to insure that a tenure review occurs at the proper time. In no event shall the failure to give any notice constitute an award of continuous tenure by default.

Tenure-track faculty must apply for tenure by September 20 in their fifth year of employment. If application for tenure is not made, employment will be terminated at the end of the fifth year.

If the application for tenure is denied, the faculty member will be offered a one-year non-renewable contract for the following academic year.

A faculty member may make a one-time request of the Dean for a one-year extension of the tenure deadline due to extenuating circumstances.

Just cause will be the standard for the termination of tenured faculty members except in the case of layoff.

Faculty members shall retain their tenure status until resignation, retirement, layoff or termination for cause.

## 9.2 PROBATIONARY FACULTY MEMBERS

Prior to achieving tenure, faculty members in positions not identified as temporary with full-time academic year teaching contracts are denominated as probationary faculty members. Probationary faculty members have the right to serve to the end of the contract period but not beyond unless terminated for cause during the term of the contract. Unless an individual contract expressly provides to the contrary, the contract period for all faculty members shall be the academic year. Regardless of the term of any individual contract, no such person has, or shall acquire, a right to reappointment for a period in excess of the academic year.

The Employer may terminate probationary faculty members by giving written notice of termination by March 1 in the first and second years of service, by February 15 in the third and fourth years of service, and by September 30 in the fifth or later years of service. No reasons for the termination of probationary faculty members at the end of the contract period need be provided. If the Employer does not provide notice by the dates specified in this section, the faculty member shall be entitled to another academic year of employment or equivalent pay.

A faculty member hired into a temporary position is not eligible for tenure and service in such a position does not count toward probationary service for tenure unless the faculty member and the President or designee agree to the contrary in writing. Faculty members shall be informed in writing at the time of hire or rehire that their position is temporary in nature. Appointments to temporary positions lapse at the end of the academic year or the term specified in the letter of appointment, whichever occurs first, unless terminated for cause during the academic year. The notice requirements for probationary faculty members do not apply.

## 9.3 SENIORITY

Seniority is determined by the number of years of continuous teaching service with a College. For persons employed by a College on July 1, 1989, who were employed by a predecessor school district for academic year 1988-89, continuous teaching service with the predecessor district shall count toward seniority. No service less than half time shall count for seniority purposes. Service between half time and full time shall be pro-rated.

Faculty members who are appointed on an acting basis to an administrative position not in the bargaining unit shall continue to accrue bargaining unit seniority for up to one year while serving in the acting capacity. Faculty members do not accrue additional seniority when acting appointments exceed one year, but shall retain all previously earned seniority. A faculty member who accepts a permanent administrative position does not accrue seniority while in the administrative position. If such an employee later applies for and is hired into a bargaining unit position without a break in service, the employee's prior seniority shall be reinstated.

The Employer shall prepare and post a seniority list no later than November 1 of each year. A faculty member shall have 30 calendar days to object to his or her seniority as indicated on the list. An objection shall be made by written notice to the Dean.

9.4 LAYOFF

Layoff is defined as the termination of tenured faculty members for programmatic or financial reasons. Within 30 calendar days from the faculty member's written notice of layoff, the Dean shall submit a layoff plan to the local Union. The Union shall have 30 calendar days to review and comment upon the plan, during which time its representatives may meet with the Dean at a mutually-agreed upon time and place. The Dean may revise the plan after the period of comment is over and shall forward the plan first to the President or designee and then to the Board of Regents for adoption, amendment or rejection. The decision of the Employer to implement layoff is not grievable.

Within an instructional area layoff shall be in reverse order of seniority, unless an exception is necessary to assure the qualifications of the remaining faculty members meet the needs of the continuing programs. No tenured faculty member shall be laid off if probationary faculty members are retained within the instructional area to teach courses the tenured faculty member is qualified and capable of teaching. The selection of one individual rather than another for layoff may be challenged under the grievance procedure.

Each tenured faculty member laid off shall be informed in writing by September 30 of the final academic year of employment. For two academic years from the date of layoff, a tenured faculty member retains the following rights:

a. The position of the laid-off faculty member shall not be filled unless the laid-off faculty member has been offered reinstatement at his previous tenure and seniority. The faculty member shall have 30 days in which to accept or decline. If the offer is declined, any further rights under this section are extinguished.

b. If the laid-off faculty member applies for an open position within the bargaining unit at any College covered by this agreement, and the position is subsequently filled by the Employer, the laid-off faculty member shall be hired into the position provided the laid-off employee's qualifications for the job in question are substantially equal or above those of other applicants. If hired pursuant to this subsection, the previously laid-off faculty member shall not retain tenure except by mutual agreement between the President or designee and the faculty member, but shall retain previously-accumulated seniority. Any salary shall be pro-rated for less than full-time employment. Once such an offer of employment is made to a previously laid-off faculty member, all further rights under this subsection are extinguished.

9.5 EXTENDED POSTING AND HIRING BETWEEN COLLEGES

The Employer agrees that notices for all open faculty member positions which are not filled from within the same College will be posted at all other Colleges covered by this agreement.

When a faculty member who is employed at one College applies for and is selected as a faculty member at another College covered by this agreement for the next academic year, the College may employ the new faculty member at his previous tenure, seniority and salary levels if mutual agreement of such is evidenced in a written agreement signed at the time of initial employment by the faculty member and the President or designee.

9.6 DUE PROCESS

The parties affirm that faculty members are entitled to procedural due process rights as defined by law when faced with disciplinary action or discharge.

## ARTICLE 10

## COMPENSATION

10.1 SALARIES

A. Salary Increases.

Effective October 1, 2013, shall receive the normal salary increase for full-time equivalent faculty members of 2.25% plus $250 (base salary) per year. New hires are not eligible for the base salary adjustment if they are hired after July 1 of the contract year.

Effective October 1, 2014, shall receive the normal salary increase for full-time equivalent faculty members of 2.25% plus $250 (base salary) per year. New hires are not eligible for the base salary adjustment if they are hired after July 1 of the contract year.

If the MUS enters into an agreement with any other bargaining unit for normal salary increases greater that 2.25% plus $250 or its equivalent, the MUS agrees to reopen the normal salary increase portion of this agreement.

B. Salary Minimums.

Minimum salaries for each level during the term of this agreement are as follows:

| | July 1, 2013 | Oct 1, 2013 | Oct 1, 2014 |
|---|---|---|---|
| Level I | 35,766 | 36,821 | 37,899 |
| Level II | 39,933 | 41,081 | 42,256 |
| Level III | 45,501 | 46,775 | 48,077 |
| Level IV | 51,057 | 52,456 | 53,886 |

C. New Faculty Salaries.

Salaries for newly-hired full-time faculty will be determined by adding $275 for each year of full-time teaching and related occupational experience up to a

maximum of ten years to the minimum salary for the appropriate level. Part-time teaching experience will be recognized on a pro-rata basis. For example, a faculty member who teaches half-time for ten years will be credited with five years of full-time teaching experience. Continuing employees are not eligible for an additional $275 for any years of service beyond those recognized at the time of hire.

New faculty members will have their education and employment records available at the time of hire for determination of the various salary factors listed in section I. Final determination will be agreed upon by the President or designee and then concurred in writing by the newly-hired faculty members. New faculty are typically placed no higher than Level II at the time of hire. However, in extraordinary circumstances a newly-hired faculty member may be placed at Level III by the Employer after consultation with the members of the search committee.

D. Graduate Degree

Graduate degree salary adjustments will be provided based on the following:

- A faculty member with an appropriate master's degree will receive a $1,500 increase;
- A faculty member with an appropriate doctoral degree (without an appropriate master's degree) will receive a $2,000 increase;
- A faculty member with an appropriate master's degree and an appropriate doctoral degree will receive a $1,500 salary increase for the master's degree and a $2,000 increase for the appropriate doctoral degree;
- A faculty member that completes an appropriate master's degree while employed at a MTYCFA campus will receive a $1,500 increase;
- Faculty without an appropriate master's degree are eligible for this increase for their first appropriate master's degree only;
- A faculty member that completes an appropriate doctoral degree while employed at a MTYCFA campus will receive a $2,000 increase; and

- Faculty without an appropriate doctoral degree are eligible for this increase for their first appropriate doctoral degree only.

E. Recruitment Adjustment Stipends.

The Employer may at its discretion pay newly-hired faculty members a recruitment adjustment stipend of up to $8,000 in additional compensation when external market pressures make recruitment of qualified faculty in that discipline extraordinarily difficult. The campus MTYCFA Vice President will be consulted whenever it is necessary to offer a recruitment adjustment to faculty. Faculty members receiving a recruitment adjustment stipend will be eligible for base increases, experience increases, and promotion and minimum increases on the formula driven salary (not including the recruitment adjustment stipend) which are negotiated in subsequent years. Recruitment adjustment stipends will be subtracted out of the formula driven salary when calculating salary increases and promotions and then added back into the faculty member's salary. In no case will the academic year salary of a faculty member who has been given a recruitment adjustment stipend be reduced.

F. Merit Awards.

Merit awards will be implemented at each campus up to the amount and number listed in the below section, utilizing the following criteria:

Successful merit applicants must:

- Demonstrate a consistent record of teaching excellence in the last three(3) years,
- Deliver significant professional service to the College in the last three (3) years,
- Display a solid record of scholarly activity that demonstrates a positive impact on his/her discipline/industry in the last three (3) years.

A faculty member will apply for merit using a campus specific application format and timeline. Application will be reviewed by a faculty committee who will make

recommendation to the Chief Academic Office (CAO). The CAO will make the final decision based on the application and the committee recommendation. If the CAO disagrees with the committee recommendation, it is the CAO's responsibility to meet with the committee to explain the reason for denial and provide the committee with an opportunity to discuss. No faculty member with a letter of reprimand during the three (3) year period under review shall be eligible for a merit award.

Maximum Number of Merit Awards Allowed Per Year –

| | |
|---|---|
| Great Falls College - | Up to four (4) base building merits of $2,000 per year |
| City College (Billings) - | Up to four (4) base building merits of $2,000 per year |
| Highlands College (Butte) - | Up to two (2) base building merits of $2,000 per year |
| Gallatin College (Bozeman) - | Up to one (1) base building merit of $2,000 per year |

Members can only receive one (1) merit increase within any three (3) year period.

G. Frozen Salaries.

Faculty members who have received unsatisfactory evaluations may have their salary frozen and are exempt from the provision granting a minimum increase upon recommendation of the President or designee and concurrence of the Union-Management Committee (or an alternative committee agreed upon by the parties at the College). Faculty members who have had their salary frozen in a previous year and who believe their performance has substantially improved may request that their salary be restored to the level it would have been in the absence of a freeze, effective the beginning of the next academic year. In no case shall any retroactive payment for prior fiscal years be made. The decision of the Union-Management Committee in this matter is final and not grievable.

H. Promotion Increases.

Promoted employees receive a salary increase equal to the difference between the minimum salaries for their former level and the level to which they are to be promoted in the year before the promotion is effective. Promotion increases are calculated prior to calculating the salary increase provided for in section 10.1A of

this agreement. Promotions become effective at the beginning of the academic year following the year the promotion review took place but shall not be implemented until after the ratification of a successor agreement.

I. Level Definition and Threshold Criteria for Promotion.

1. The following criteria are effective the 2000-2001 academic year and thereafter.

Level I: No degree through bachelor's degree

Level II: Appropriate bachelor's degree plus 510 hours of approved professional development activity and five years of full-time related teaching or occupational experience,

or

five years at Level I plus 510 hours of approved professional development activity for faculty on an approved professional development plan which allows for an alternative route.

Level III: Appropriate master's degree and ten years of full-time related teaching or occupational experience, five of which must be in an instructional position at a regionally accredited post-secondary institution,

or

five years at Level II plus 570 hours of approved professional development activity for faculty in an

approved professional development plan which allows an alternative promotion route.

Level IV: Appropriate master's degree and five years at Level III plus 720 hours of approved professional development activity,

or

appropriate doctorate degree and five years at Level III plus 570 hours of approved professional development activity.

2. Faculty members who do not meet the degree requirements for promotion to Level II may apply for a Half Level II promotion when they have five years of full-time related teaching or occupational experience and have completed at least half of the requirement of an appropriate bachelor's degree or have graduated from an approved professional school which is equivalent to at least two years of post-secondary education when such professional school alternative is approved by the Dean, President or designee and the local Union-Management Committee. The base salary for faculty members who are given a Half Level II promotion in AY 2013-14 is $37,850 until October 1, 2013 and $38,951 thereafter. The base salary for faculty members who are given a Half Level II promotion in AY 2014-15 is $38,951 until October 1, 2014 and $40,077 thereafter.

3. All Professional development activity used to meet threshold criteria for promotion must be approved by the Employer. The approval process for each campus location shall be communicated to faculty. Prior approval is recommended. If a faculty member's request for approval of a professional development activity is denied, the faculty member may appeal the denial to the Faculty Administration Committee or an

alternative process agreed upon by the parties but may not appeal such denial through the contractual grievance procedure.

4. Activities include experiences that advance a faculty member's professional (educational and occupational) skills, knowledge, and abilities, and experiences that maintain a faculty member's currency with technology and practices in education and/or the occupation(s) for which they prepare/educate students for employment or further education. Participation in these experiences usually results in curricular changes or increased teaching effectiveness. These experiences are usually gained through participation in activities such as, but not limited to: college coursework; business and industry-conducted training; professional organization workshops and conferences; seminars; etc.

5. 30 hours of professional development activity equals one semester credit of college coursework. A combination of approved college coursework and other types of approved professional development activity may be used to meet threshold criteria.

6. The hours of professional development activity specified for each level must have been completed since the faculty member's initial hire or last promotion, whichever is later.

7. The Employer may award credit toward the fulfillment of the hours of professional development required for promotion for work experience. Some work experience may not qualify.

8. The Employer reserves the right to deny a faculty member's application for promotion or tenure for the sole reason that the faculty member has not obtained an appropriate undergraduate or graduate degree. Faculty will be

informed in writing by the Employer of this requirement at the time of hire.

9. Faculty may submit an application for promotion during the year in which they meet the eligibility criteria. If five years of experience are required, the application may be made during the fifth year.

10. For faculty with an appropriate doctorate who are seeking promotion to Level IV, some or all of the required hours of professional development activity may be met through approved service or approved scholarly activity.

11. Meeting threshold education and experience requirements specified in subsection I is not sufficient in itself to warrant promotion. Promotion to a higher level also requires application by the faculty member and documentation of positive contributions to the College. The following activities will be given consideration in evaluation for purposes of promotion:

a. classroom performance;

b. facility organization and management of a lab/shop/clinic;

c. instructional equipment organization and management;

d. development and revision of curriculum and course material;

e. student advising;

f. student outcomes assessment;

g. activities involving innovative instructional techniques;

h. scholarly activity such as applied research, presentations and

publications;

i. professional development activities—educational and occupational;

j. achieved recognition in education, business, industry or in an occupation as evidenced by licensure or certification;

k. participation in professional organizations—educational, business and industry, occupational;

l. consulting and other activities with business and industry, and other community organizations;

m. serving on advisory boards, outside work for agencies, service on campus committees, awards recognizing service accomplishments.

J. Promotion Timelines and Procedures.

1. Each College shall have promotion procedures and criteria. Promotion procedures and criteria shall be updated periodically and must be approved by the Union-Management Committee (or an alternate committee agreed upon by the parties) and the President or designee. Promotion procedures shall include an opportunity for evaluation and recommendation by faculty members as well as the appropriate levels of the administration.

2. A faculty member may only be promoted one level at a time. After a faculty member's first promotion (with the exception of those who have received a Half Level II promotion), the faculty member must wait a minimum of five years before being eligible for another promotion.

## 10.2 SUMMER PROGRAMS.

Summer courses occur outside of a faculty member's normal workload. It is assumed that summer teaching is voluntary and not mandatory.

### Summer Session Compensation

The purpose of summer session is to offer students the following:

1. The same quality of instruction as is provided during the academic year,
2. A variety of courses covering a diverse group of subjects,
3. An opportunity for students to remove deficiencies or get ahead in progress towards a degree, and
4. Completion of the academic program within the scheduled timeframe.

Summer session pay for faculty covered by this contract will be determined in the following manner:

1. Faculty teaching full-time will be compensated at 2/9th of the state funded academic year base salary for a full-time summer teaching load.

2. A full-time summer teaching load will be defined as eight (8) or more credits of fully-subscribed classes.

    a. A fully-subscribed class is defined at the campus level by May 1. The students in all classes in a faculty member's teaching load may be combined and averaged to meet this requirement.

    b. If the faculty member's average class size is less than fully subscribed on the first day the class meets, the 2/9th compensation will be prorated.

    c. A faculty member may teach more than eight (8) fully subscribed credits, but will receive no compensation for the additional credits.

3. The salary of a faculty member teaching less than eight (8) credits will be prorated to reflect the less than full-time teaching load.

4. The salary of a faculty member teaching more than eight (8) credits which are not fully subscribed will be proportionately increased up to a maximum of 2/9th of the state funded academic year base salary.

5. A class may be cancelled if the enrollment is deemed inadequate or a determination is made that the class should not be offered.

6. Campuses offering courses not easily tied to credit hours will continue to determine the formula used to calculate the hour to credit conversion rate.

7. Faculty compensated for summer work are expected to hold the same professional responsibilities as outlined in the Agreement in proportion to the summer workload.

Assignment of summer session teaching will be at the discretion of the College.

10.3 OVERLOAD COMPENSATION

An instructional faculty member may be given overload compensation for additional instructional responsibilities beyond the normal work day or work year. The conditions and compensation of all overload duties shall be established prior to the beginning of additional instructional work. Where performance of additional responsibilities is required by the Employer, the rate of compensation shall be paid on a pro-rated salary basis. When calculating the pro-rated hourly salary under this section, the academic year salary shall be divided by 1190 hours. When calculating the pro-rated full-time daily salary amount, the academic year salary shall be divided by 170.

Where faculty members have the option of refusing additional work assignments, the rate of compensation will be agreed upon between the Employer and the faculty member.

10.4 EXTRA DUTY ASSIGNMENTS

Instructional faculty members who are assigned non-instructional extra duty assignments by the Employer which are in excess of normal professional responsibilities and extend beyond the

normal work day or work year may be provided extra compensation upon recommendation of the Dean and approval of the President or designee. Instructional faculty members shall have the right to refuse non-instructional extra duty assignments which are in excess of normal professional responsibilities and extend beyond the normal work day or work year. Rate of compensation for such extra duty assignments shall be agreed upon between the faculty member and College Dean with the approval of the President or designee. If extra duty assignments are canceled by the Employer, the compensation will be pro-rated for any partial completion of assignments.

10.5 COMPENSATION OF DEPARTMENT CHAIRS

Each College retains the prerogative to determine its administrative structure and appoint department chairs when determined appropriate by the College. Department chairs shall be compensated at a rate of not less than $2,400 per fiscal year for the additional responsibilities assumed. The additional responsibilities will be specified prior to the appointment. Department Chairs may be assigned a reduced teaching load at the discretion of the Employer. A faculty member may decline to serve as department chair. If either the Employer or the department chairs cancel department chairperson assignments, the compensation will be pro-rated for any partial completion of assignments.

10.6 INSURANCE

The Employer contribution for employees in the bargaining unit participating in the Montana University System Group Insurance Plan shall be in accordance with state statute.

10.7 UNEMPLOYMENT INSURANCE

All employees covered by this agreement are covered by unemployment insurance as provided in Mont. Code Ann. § 39-71-101, et seq.

10.8 WORKERS' COMPENSATION

All employees covered by this agreement are eligible for Workers' Compensation benefits as provided in Mont. Code Ann. § 39-71-101 et. seq.

## ARTICLE 11

## GENERAL CONTRACT PROVISIONS

### 11.1 SAVINGS CLAUSE

Should any portion of this agreement be determined unlawful or unenforceable by a court of competent jurisdiction, that portion of the agreement declared invalid shall be null and void; however, the rest of the agreement shall remain in full force and effect and either party may initiate negotiations to arrive at mutually agreeable language on the provisions declared invalid.

### 11.2 INTERIM AMENDMENT

Changes or additions to this agreement during its term may be negotiated only upon mutual agreement of the parties to this agreement. Any agreed to changes or additions shall be made effective upon any date agreed upon by both parties and shall expire upon the expiration of this agreement. In order for any changes to be effective, they must be set down in writing and approved and signed by the Union and the Commissioner.

### 11.3 COPIES OF AGREEMENT

Upon final ratification of this agreement, the Employer shall have the agreement printed. Copies of the agreement will be available on each College campus. The cost of printing the agreement shall be shared equally by the Employer and the Union.

### 11.4 PRE-BUDGETARY NEGOTIATIONS

Pre-budgetary negotiations shall commence upon mutual agreement.

### 11.5 CONFLICT WITH STATUTE

Throughout this contract, benefits provided by statute are summarized. These benefits are changed from time to time by the legislature. The intent of the parties is that eligible employees will receive benefits in accordance with applicable current state statutes. If there is a conflict between statute and the agreement, the statutory provision shall take precedence.

11.6 ENTIRE AGREEMENT

This written agreement constitutes the entire agreement between the parties on all bargainable subjects and it supersedes all prior contracts, agreements, understandings and practices.

11.7 NON-DISCRIMINATION

Neither the Board nor the Union shall discriminate on the basis of race, creed, religion, color or national origin or because of age, physical or mental disability, marital status, or sex when the reasonable demands of the position do not require an age, physical, or mental disability, marital status or sex distinction. If an employee files a complaint alleging unlawful discrimination under state or federal statutory complaint procedures for civil rights or human rights violations, the Employer is under no obligation to process a grievance based on the same events nor is there a right to pursue a grievance in such instances.

11.8 NO STRIKE/LOCKOUT

There shall be no strikes, slowdowns or work stoppages of any kind for any reason on the part of Union or employees during the term of this agreement, nor shall there be any lockout of employees during the term of this agreement.

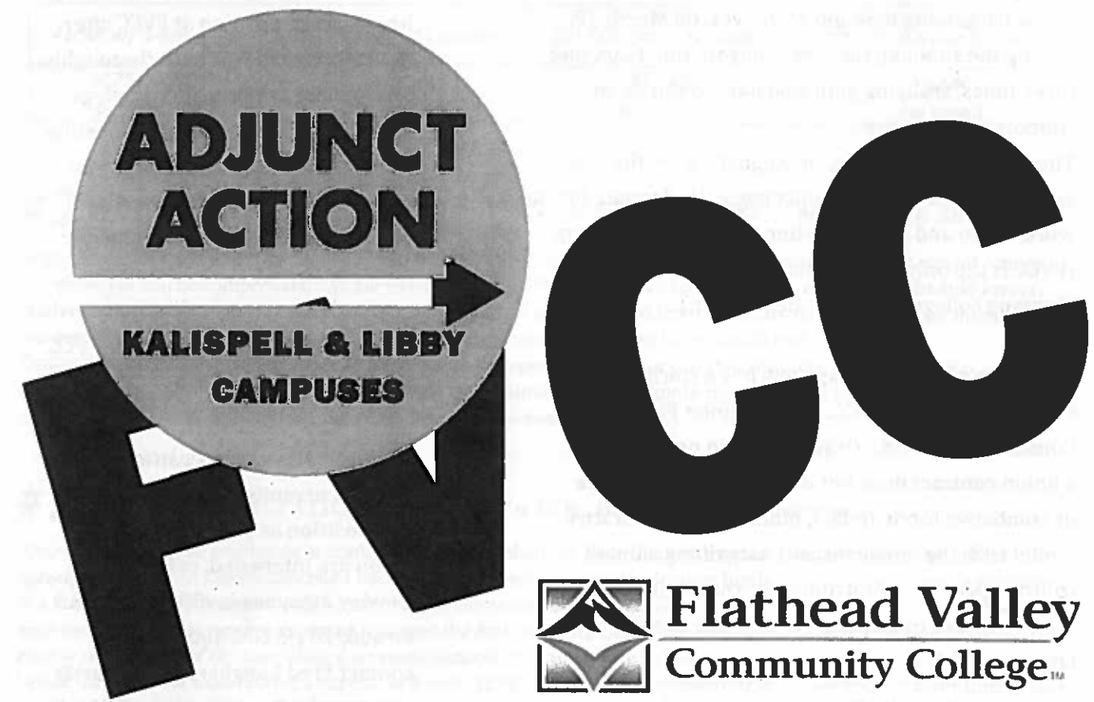
## ARTICLE 12
## TERM OF AGREEMENT

12.1 TERM OF AGREEMENT

This agreement shall be in effect from ten working days after the date of ratification or July 1, 20013, whichever is later, and shall continue until and including June 30, 2015, and shall be considered as renewed from year to year thereafter unless either party to this agreement notifies the other party in writing by March 1, 2015, of its desire to modify or terminate this agreement. Negotiations on a subsequent agreement shall commence on a mutually-agreeable date.

# AUGUST 21, 2015

**ADJUNCT ACTION NEWSLETTER**
**Keeping Adjunct Faculty Union members informed on issues that affect them.**




MEA·MFT
Public Schools, Public Service

**Federation of Flathead Valley Community College Adjunct Faculty**
**MEA-MFT, AFT, NEA, AFL-CIO**

### *Negotiation Update of the Collective Bargaining Agreement (CBA)*

*Hello Fellow Adjunct Professors,*

The pages of this August newsletter primarily contain the more comprehensive proposal since the Union's initial bargaining meeting with FVCC on March 18. During the summer, the Union negotiation team met three times, studying gathered data to clarify and support this proposal.

The team met with FVCC on August 14. At the table, it was agreed that FVCC adjunct pay is inadequate for the work we do and that the 5-tier pay rate is confusing (FVCC is the only college studied among 10 other Montana college using this tier system).

The union's bargaining approach is a spirit of collaboration with FVCC. As our Union Field Consultant has said, "Organizing and negotiating a union contract does not have to carry a negative or combative torch. In fact, building a collaborative model with the employer and bargaining a union contract provide opportunity for the employer and the employees to create an even more positive work environment."

We are awaiting FVCC's counter proposal.

We would like to thank the many adjunct professors behind the scene contributing and continuing to contribute their experiences, knowledge, resources and time to the Union and fellow adjuncts.

We invite you to get involved. Even a feedback on any part of this current proposal is highly regarded. With you and with numbers, our voice is more heard and strong.

### *Congratulations to Union Treasurer Joy Hawley!*

Joy has been hired as Development Associate at the Glacier Symphony and Chorale and will be terminating her teaching position at FVCC after the Fall semester. "I have thoroughly enjoyed my position at the college and have especially enjoyed meeting such wonderful people. I wish you all of the best and will always be an advocate for the college, and the adjuncts in particular." Immense gratitude for her contributions to the College, Math Department, FVCC students and the Union.

### *Union Treasurer Position Open*

We are currently seeking to fill this position as soon as possible. It you are interested, contact Joy Hawley at joyhawley59@gmail.com or 406/261-5200. You may also contact Fred Longhart at longhart@centurytel.net or 406/752-8976.

### *Welcome New Adjunct Professors*

| | |
|---|---|
| Brett Allen | Teresa Litchfield |
| Jennifer Beville | Amy McKoon |
| Christina Brown | Jacob Mertes |
| Renee Funk | Victoria Nytes |
| Patricia Gregerson | Rachel Toland |
| William Gross | Stephen Valdez |
| Toree Heaton | Melinda Waller |
| Timothy Jacoby | Diane Wright |
| Scott Johnson | |



## #1 PAY RATE

| PAY COMPARISON & PROPOSED PAY | | | |
|---|---|---|---|
| **CURRENT** | **ADJUNCT PAY AT MONTANA COLLEGES like FVCC** | | **PROPOSED PAY** |
| **FVCC Adjuncts** | **Miles Comm. College** | **Dawson Comm. College** | **FVCC Full Time** |
| **Varies w/ 5-tier pay** | **$26,694 year - 24 credits** | **$27,504 year - 24 credits** | **80% of base pay $33,610 yr** |
| **$575-$759 per credit** | **$1,112 per credit** | **$1,146 per credit** | **$1,120 per credit** |

## #2 INDEPENDENT STUDY, DIRECTED STUDY, SPECIAL COURSES *BOLD TEXT is NEW.*

When an employee is asked by the administration to supervise an independent study, directed study or special course, the employee will be compensated on the following basis: **75% of the per-credit base rate of the tier schedule for one student. Add this amount for each additional student.** It is understood that these activities provisions are intended to compensate an instructor for a course in which the enrollment is deemed to be insufficient.

Ordinarily, if the member volunteers to supervise an independent study or directed study,ou there will be no compensation. The administration will establish the minimum and maximum number of students allowable for independent study, directed study and special course activities.

## #3 COURSE CANCELLATION *BOLD TEXT is NEW. Strike-throughs are deletions.*

After the receipt of an employment contract, employees shall not have their assignment changed except by mutual agreement unless the class is cancelled because of low enrollments or inadequate funds, or unless the course is reassigned to a full-time faculty member with less than a full-time workload. Typically, a class will not be cancelled until it meets at least one time. Employees are expected to attend the first class meeting unless otherwise notified. Employees who do not receive notification of the cancellation **or reassignment** of a course due to low enrollment more than seven calendar days before the first class shall receive a stipend of ~~$30.00~~ **$250.00**. ~~Employees whose course is reassigned to a full-time faculty member shall receive a stipend of $50.00~~.

## #4 COMMITTEES *BOLD TEXT is NEW.*

Participation on committees or in college sponsored in-service training, when approved by the Vice President of Educational Services, or his/her designee, will be compensated at the following rates: Note: this rate change will NOT be retroactive, but will be effective as of date of signed agreement.

**$50** for fewer than two hours;
**$75** for two or more, but fewer than four hours;
**$125** for four or more, but fewer than six hours;
**$170** for six or more hours per day.

**In any case, adjunct faculty directed to perform committee work will be compensated $25.00 per hour.**

## #5 DEVELOPMENT OF DISTANCE EDUCATION COURSES

*BOLD TEXT is NEW.*
*From Full-time faculty union contract.*

**1. Employees who have received prior approval by the Vice President of Instruction and Student Services may enroll in the four credit course *Teaching Online Courses* and the six credit course *Developing Online Courses*. A course will be offered each semester. Faculty will pay fees for enrolling in the course per the provisions of the Collective Bargaining Agreement. Successful completion of the course includes the development or conversion of a face to face course to an online or hybrid course that will become part of the FVCC online course bank. The developed course will be the intellectual property of Flathead Valley Community College. Multiple sections of the course are not eligible for independent funding. Upon approval of the developed course by the E-learning Committee and the Vice-President, the employee will be compensated according to the following schedule:**

| Development of course to online | | Conversion of course to/from hybrid | |
|---|---|---|---|
| 1 credit | $233 | 1 credit | $115 |
| 2 credits | $466 | 2 credits | $233 |
| 3 credits | $700 | 3 credits | $350 |
| 4 credits | $825 | 4 credits | $412 |
| 5+ credits | $950 | 5+ credits | $475 |

**2. Employees, with the approval of the Vice-President of Instruction and Student Services, may develop online courses without taking *Teaching Online Courses* or *Developing Online Courses*. Upon approval of the developed course by the E-Learning Committee and the Vice-President, the employee would be eligible for the stipends listed above.**

**3. Definitions:**

**"Online course" refers to a class offered over the internet. These classes may have a face-to-face testing component. "Hybrid course" refers to classes that have at least 67% of the course offered over the internet and 33% or less requiring classroom attendance. "ITV courses" refers to courses offered over interactive television.**

**4. Employee who develop a course to online or convert a course to or from hybrid will have first right of refusal in teaching the course.**

## #6 TEACHING VIA DISTANCE EDUCATION

*BOLD TEXT is NEW.*
*From Full-time faculty union contract.*

**1. Employees, who have developed a course or who are interested in teaching a previously developed course from the FVCC online course bank, may enroll in the four credit course *Teaching an Online Course*. Faculty members who successfully complete both *Teaching an Online Course* (4 credits) and *Developing Online Courses* (6 credits) and will receive $1,100 added to their base pay effective the first term the online or hybrid course (of at least 3 credits) is taught.**

**2. Employee teaching via ITV for the first time will receive an additional $300. Subsequent teaching via distance ITV will receive no additional compensation beyond the established schedule.**

**3. Employee teaching via online for the first time will receive a $500 stipend. Subsequent teaching via online will receive no additional compensation beyond the established schedule.**

**4. Online, hybrid and ITV courses will count as part of the faculty teaching load in the same manner that face-to-face classes count toward the teaching load.**

**5. Course enrollment maximums for face-to-face courses will be applied to online and ITV courses.**

## #7 DEVELOPMENT OF NEW COURSES

*NEW item.*

**Faculty who are asked or directed to design or develop a new course(s) of instruction will receive the following compensation:**

| | | | |
|---|---|---|---|
| 1 credit | $233 | 4 credits | $825 |
| 2 credits | $466 | 5+ credits | $950 |
| 3 credits | $700 | | |

**In addition, faculty who develop a new course will have first right of refusal in teaching the course.**



## #8 TUITION WAIVERS FOR EMPLOYEES

*BOLD TEXT is NEW.*

Employees who taught a course for FVCC during the immediately preceding academic year or are teaching during the current semester may enroll in regular college courses at FVCC with tuition waived on a space-available basis after all other paying students have had an opportunity to register. Tuition will be waived for the employee during the current semester, the following semester or any one semester during the following academic year.

When a member has **accumulated 10 semesters of teaching** at FVCC, spouses and children of adjuncts may enroll in regular college courses at FVCC with a tuition waiver on a space available basis after all other paying students have had an opportunity to register.

Tuition will also be waived for enrollment in designated Continuing Education courses which already have sufficient enrollments to cover the course costs. Tuition waivers for Continuing Education classes do not include workshops or seminars offered through the Business and Professional Development Program.

## #9 SICK LEAVE

*BOLD TEXT is from Full-time Faculty union contract.*
*Sick Leave will remain on books and cashed out upon termination in accordance with MCA Title II.*

**Sick leave is a leave of absence with pay resulting from an illness suffered by an employee, immediate family member, spouse/life partner, dependents, parents, grandparents, siblings, and the same relatives of the employee's spouse/life partner in like degree. Sick leave may also be used for maternity-related leave.** The employer may require a doctor's statement to substantiate the need for sick leave usage. Employees should provide the employer with as much advance notice as possible of the need for sick leave usage and must notify the employer of sick leave usage at least three hours prior to commencement of class. **Adjunct faculty shall be eligible for sick leave of one hour of sick leave entitlement per semester for each one credit assignment plus one hour per semester per each course taught. Members shall be given an written accounting of accumulated sick leave days at the end of each semester. A member who is not returning the following semester may cash-out their accrued sick leave at 25 percent of the accumulated total.**

## #10 INFORMATION AND DATA

1. Upon written request of the union Executive Committee, the employer agrees to furnish the union with a copy of available documents which are public information and not of a privileged, confidential or personal nature such as: the college budget, board agendas and board minutes.
2. It further agrees, within 15 business days after the first pay date of each semester, to provide the union Executive Committee a list of the names of the bargaining unit employees teaching that semester and their projected pay for that semester. The list will include home addresses and phone numbers of said employees.

## #11 ACADEMIC FREEDOM

*NEW. item.*

**The College has had a long tradition of, and a deep commitment to, academic freedom. The welfare and strength of the College and society at large depend upon the free search for truth and its free expression. To this end the College shall recognize and protect full freedom of inquiry, teaching, research, discussion, study, publication, and for artists, the creation and exhibition of works of art, without hindrance, restriction, equivocation, and/or Board or Administration reprisal. This right extends to other facets of campus life to include the right as a Member an employee to speak on general education questions. The right of academic freedom shall be the right of every Member employee whether tenured or untenured.**
**The parties to this Agreement shall also recognize that each Member employee is a citizen, and a member of a learned profession as well as an employee of an educational institution. When he/she speaks or writes as a citizen, he/she shall be free from institutional censorship or discipline. When acting as a private citizen, the Member employee has an obligation to make it clear that he/she speaks, writes, and acts for himself/herself and is not acting as a representative of the College.**

## #12 RIGHTS TO REPRESENTATION

Employees are entitled to the presence of a representative during an investigatory interview which the employee reasonably believes may result in disciplinary action. Employees may choose their representatives as long as the representative of choice is reasonably available.

## #13 GRIEVANCE PROCEDURES *Bold text is NEW. Strike-throughs are deletions.*

7.1 Grievance Definition

A grievance is defined as an allegation ~~by an employee~~ by the union, or a member of the bargaining unit, that there has been a violation or misinterpretation of a provision of this agreement.

7.2 Rules of Grievance Processing

d. Union Representation: ~~The employee~~ A grievant ~~may at his/her discretion be represented by the union at any step of the grievance procedure.~~ **is entitled to union representation** at any step of the grievance procedure.

7.3 Procedures for Filing Grievances

All grievances must be filed within ~~fifteen (15)~~ **twenty-five (25)** days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance.

7.4 Rules of Arbitration

A. Selection of the Arbitrator - If the union and the employer cannot agree upon an acceptable arbitrator, they shall forward a joint, written request to the **Montana Board of Personnel Appeals** to provide a list of five arbitrators. Each party shall alternately strike a name from the list until only one name remains. The remaining person shall be designated as the arbitrator.

F. Retroactivity - An arbitrator's award may be retroactive as the equities of each case may justify, but in no case shall an award be retroactive to a date earlier than ~~ten days before the date the grievance was initially filed or~~ the date on which the act or omission occurred. ~~whichever is later.~~

## #14 UNION SECURITY *Bold text is NEW.*

**Dues Deduction Authorized**

**The Administration College agrees to deduct from the pay of each employee the dues for MEA-MFT, AFT, NEA, and Flathead Valley Community College Education Association as authorized by each employee and as provided by law. It also agrees to deduct from the pay of those bargaining unit employees who have not joined the union, the professional representation fees as authorized by each employee and provided by law.**

**Agency Shop**

**Each employee shall be a member of the Union or shall contribute a professional representation fee in lieu thereof to the Union. All Members of the bargaining unit who are not members of the Union and who do not make application for membership within thirty (30) days after the execution hereof, shall as a condition of continued employment, pay to the Union an amount equal to union dues thereof, a professional representation fee as a contribution to the negotiation and administration of this Agreement. Newly-hired employees shall be allowed thirty (30) calendar days after employment in which to comply with this requirement. Any employee who fails to comply with this section shall be discharged by the College within seven (7) calendar days after receipt of certified written notice from the Unionh indicating nonpayment.**



**Notification and Transmittal of Monies**

**B. On the fourth week of each semester, the College will deliver to the union a written list of employees who have authorized the College to make deductions from their pay for union dues or professional representation fees and the amount expected to be deducted for each employee. Any changes to this list after its delivery to the union will be noted in writing to the union.**

**C. On the final paycheck of each employee of each semester, the employer shall deduct union dues or professional representation fee.**

**D. At the end of each semester, the employer shall deliver union dues and representation fee monies to the treasurer of the union who shall acknowledge each receipt in writing. No later than the first week of each semester, the union shall notify the employer of the name and mailing address of the treasurer who is to receive dues and representation fee monies and shall certify to the employer what rates are to be in effect for that academic year.**

### *Benefits of Representation Fees*

1. Representation under the collective bargaining agreement (CBA).

### *Benefits of Membership Union Dues*

1. Representation under the collective bargaining agreement (CBA).
2. Right to vote on Union matters.
3. Automatically covered with (EEL) Educators Employment Liability Insurance (*Up to $1,000,000 in damages if you are sued for liability arising out of your educational employment activities; up to $300,000 in coverage if you are sued in an employment-related matter that involves civil rights violations; up to $35,000 for attorney fees if you are charged in an employment-related criminal matter; up to $500 for personal property damage if you are assulted on the job*).
4. Legal services for enforcement of job-related legal rights falling outside the CBA.
5. Free Dues-Tab Insurance (*$1,000 Term Life Insurance; up to $5,000 of accidental death and dismemberment (AD&D) coverage; $50,000 of AD&D insurance for any covered accident that occurs on the job or while serving as an Association Leader; $150,000 of life insurance for unlawful homicide while on the job*).
6. Reduced Educator's Conference fee (*at which you can earn renewal units towards your Office of Public Instruction Certificate*)
7. Association-provided Training.
8. Publication from our local, state and national Associations.
9. Free subscription to two magazines.

MEA-MFT
Public Schools, Public Service

**Federation of FVCC Adjunct Faculty**
**MEA-MFT, AFT, NEA, AFL-CIO**

Flathead Valley Community College

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**GO-TO TEAM**

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**Fred Longhart**
longhart@centurytel.net
**Craig Naylor**
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*A Go-To is a person that anyone can go to and talk about issues that concern union members. The goal is to have Go-Tos in every department and discipline on both campuses to keep union members, officers and field consultant connected and informed. Team membership is informal. On your approval, your name may be published or remain on the referral list only.*

# We're glad you're part of the family!

A message from **MEA-MFT President Eric Feaver**

## Dear MEA-MFT member:

I recently asked one of our fellow members, a state employee, why she thinks it's important to belong to MEA-MFT.

She said, "It's knowing that I have my union family behind me, to support me and the work I do, which is helping people. We've got each other's backs. MEA-MFT fits with my sense of integrity and accountability. It's member-driven. We are the union. When we step up, speak out, and stick together, we make things better for ourselves, our coworkers, and the people of Montana."

I couldn't have said it any better.

MEA-MFT is a family of dedicated folks who care about the Montana people we serve, whether we are state employees, educators, county employees, or health care professionals.

As an organization, we are older than the State of Montana itself. And it's because of our work together that Montana has been called a "shining beacon of hope" in a time when so many states have suffered attacks on workers' rights, public employees, the middle class, public services, and public education – the very fabric of our democracy.

Together, we have defended Montana from those attacks, while working equally hard to improve the quality of services and education our members provide.

We work every day to make sure our members have decent salaries and a voice in the workplace through bargaining, labor-management relations, and rights protection.

During Montana's legislative sessions, we take on an additional role: working on bills that affect us as public employees and educators. Hundreds of MEA-MFT members around the state pitch in by contacting legislators on key bills.

In the 2015 legislative session, MEA-MFT secured more funding for Montana's k-12 schools and a much-needed pay increase for state employees, while stopping numerous bills that would have gutted Montana's academic standards and diverted taxpayer dollars from public schools to private, for-profit schools.

And this June, we celebrated yet another victory for our members' hard-earned retirement: We won our court case that stops the state from cutting the cost-of-living increase (GABA) for retirees in the Teachers' Retirement System (TRS).

As you'll recall, in the 2013 Legislature, MEA-MFT succeeded in amortizing and saving defined benefit pension plans in TRS and the Public Employees' Retirement System. When the 2013 Legislature unnecessarily cut cost-of-living increases in both systems, we fought back. GABA is now secure for both PERS and TRS retirees.

That's what standing together will do. If you are involved and active in our union, thank you! If not, we invite you to get more involved. We are stronger with you.

Thank you for the important work you do. It truly is work that matters.

Eric

**Learn how you can get more involved in our union & share your ideas:**

Visit our web site: mea-mft.org

Get e-mail updates: E-mail efeaver@mea-mft.org & say, "Sign me up for your listserve."

Like us on Facebook: facebook.com/MEAMFT  Follow us on Twitter: @efeaver

MEA-MFT

1232 E 6th Ave • Helena, MT 59601
406.442.4250 or 800.398.0826

# MEMORANDUM

TO: Newly Appointed, Adjunct Instructors for FVCC Credit Classes
FROM: Karen Glasser, FVCC Executive Director of Human Resources
SUBJECT: Attached Materials

We are pleased you have agreed to teach at Flathead Valley Community College and hope you will find it to be a rewarding experience. The College greatly appreciates the contributions made by adjunct instructors!

Attached are documents that need to be completed and returned immediately to assure that you are paid correctly and on time. They are:

- Authorization for Release of Information (Background Check Release)
- the I-9 form
- the W-4 form
- the Union Participation form
- the Direct Deposit enrollment form and
- the release form regarding your home phone number and address
- Emergency Contact Information Form
- New Employee Questionnaire
- Montana Teachers' Retirement System Record for Membership (if applicable)
- Montana Teachers' Retirement System Beneficiary Designation (if applicable)

Federal regulations require that the I-9 form be completed in person in the Human Resources Office. You'll need to bring proof of identity and eligibility, (a driver's license and social security card are frequently used for this purpose). Other acceptable forms of identification are listed on the back of the I-9 form.

The Montana Teachers' Retirement Board has informed the College that an instructor is required to participate in the Teachers' Retirement System if they work more than 30 days during a fiscal year (July 1 through June 30). The Board defines a day of work as seven hours in the classroom. A part-time instructor working less than that amount is not eligible for participation. If you are teaching at another institution where you are eligible to contribute to TRS or if the hours you teach at another institution in combination with the hours you teach at FVCC make you eligible to contribute to TRS, please complete the attached TRS form and return it with the documents mentioned above. If you are not currently eligible, our office will track the number of hours you work and send you the appropriate forms if and when you reach the point where you become eligible.

The Collective Bargaining Agreement for adjunct credit class instructors can be viewed on the website view at: http://www.fvcc.edu/fileadmin/human_resources/ADFAC_CBA_2012-2014.pdf

Please call us if you have any questions and thanks again for your interest in Flathead Valley Community College!

# AUTHORIZATION FOR RELEASE OF INFORMATION

(Carefully read this authorization to release information about you, then fill out, sign and date in black ink. You may retain a copy for your records. **Please print very clearly)**

I authorize my employer or prospective employer, through their investigative agent, **Orion International Corporation,** to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, retail business establishments, motor vehicle/registration departments, credit bureaus, consumer reporting agencies, collection agencies, or other sources of information.

This information may include, but is not limited to, my academic, residential, achievement, performance, attendance, disciplinary, employment history, criminal history record information, driving and motor vehicle record, and financial and credit information.

I authorize **Orion International Corporation** to disclose the record of my background investigation to my employer or prospective employer.

I authorize, **and request,** custodians of records and other sources of information pertaining to me to release such information to **Orion International Corporation** regardless of any previous agreement to the contrary.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for one (1) year from the date signed or upon my termination of my employment with the employer, whichever is sooner.

Full and complete name (printed):_____

Other names used (printed):_____

_____

Date of birth:_____ Social security number:_____

Signature: _____Date signed:_____

Please list state(s) you have lived in during the last five years:_____

_____

# Employment Eligibility Verification

**Department of Homeland Security**
U.S. Citizenship and Immigration Services

**USCIS**
**Form I-9**
OMB No. 1615-0047
Expires 03/31/2016

**▶START HERE. Read instructions carefully before completing this form. The instructions must be available during completion of this form.**

**ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) they will accept from an employee. The refusal to hire an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

## Section 1. Employee Information and Attestation *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

| Last Name *(Family Name)* | First Name *(Given Name)* | Middle Initial | Other Names Used *(if any)* |
|---|---|---|---|
| | | | |

| Address *(Street Number and Name)* | Apt. Number | City or Town | State | Zip Code |
|---|---|---|---|---|
| | | | | |

| Date of Birth *(mm/dd/yyyy)* | U.S. Social Security Number | E-mail Address | Telephone Number |
|---|---|---|---|
| | - - | | |

**I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.**

**I attest, under penalty of perjury, that I am (check one of the following):**

☐ A citizen of the United States

☐ A noncitizen national of the United States *(See instructions)*

☐ A lawful permanent resident (Alien Registration Number/USCIS Number): _____

☐ An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy) _____. Some aliens may write "N/A" in this field. *(See instructions)*

*For aliens authorized to work, provide your Alien Registration Number/USCIS Number* **OR** *Form I-94 Admission Number:*

1. Alien Registration Number/USCIS Number: _____

**OR**

2. Form I-94 Admission Number: _____

If you obtained your admission number from CBP in connection with your arrival in the United States, include the following:

Foreign Passport Number: _____

Country of Issuance: _____

Some aliens may write "N/A" on the Foreign Passport Number and Country of Issuance fields. (*See instructions*)

**3-D Barcode**
**Do Not Write in This Space**

| Signature of Employee: | Date *(mm/dd/yyyy)*: |
|---|---|
| | |

## Preparer and/or Translator Certification *(To be completed and signed if Section 1 is prepared by a person other than the employee.)*

**I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.**

| Signature of Preparer or Translator: | Date *(mm/dd/yyyy)*: |
|---|---|
| | |

| Last Name *(Family Name)* | First Name *(Given Name)* |
|---|---|
| | |

| Address *(Street Number and Name)* | City or Town | State | Zip Code |
|---|---|---|---|
| | | | |

STOP ***Employer Completes Next Page*** STOP

## Section 2. Employer or Authorized Representative Review and Verification

*(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR examine a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents" on the next page of this form. For each document you review, record the following information: document title, issuing authority, document number, and expiration date, if any.)*

**Employee Last Name, First Name and Middle Initial from Section 1:**

| List A<br>Identity and Employment Authorization | OR | List B<br>Identity | AND | List C<br>Employment Authorization |
|---|---|---|---|---|
| Document Title: | | Document Title: | | Document Title: |
| Issuing Authority: | | Issuing Authority: | | Issuing Authority: |
| Document Number: | | Document Number: | | Document Number: |
| Expiration Date *(if any)(mm/dd/yyyy)*: | | Expiration Date *(if any)(mm/dd/yyyy)*: | | Expiration Date *(if any)(mm/dd/yyyy)*: |
| Document Title: | | | | |
| Issuing Authority: | | | | |
| Document Number: | | | | |
| Expiration Date *(if any)(mm/dd/yyyy)*: | | | | |
| Document Title: | | | | |
| Issuing Authority: | | | | |
| Document Number: | | | | |
| Expiration Date *(if any)(mm/dd/yyyy)*: | | | | |

**3-D Barcode**
**Do Not Write in This Space**

### Certification

**I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.**

**The employee's first day of employment *(mm/dd/yyyy)*: _____ *(See instructions for exemptions.)***

| Signature of Employer or Authorized Representative | Date *(mm/dd/yyyy)* | Title of Employer or Authorized Representative | |
|---|---|---|---|
| Last Name *(Family Name)* | First Name *(Given Name)* | Employer's Business or Organization Name | |
| Employer's Business or Organization Address *(Street Number and Name)* | City or Town | State | Zip Code |

## Section 3. Reverification and Rehires *(To be completed and signed by employer or authorized representative.)*

| A. New Name *(if applicable)* Last Name *(Family Name)* | First Name *(Given Name)* | Middle Initial | B. Date of Rehire *(if applicable) (mm/dd/yyyy)*: |
|---|---|---|---|

C. If employee's previous grant of employment authorization has expired, provide the information for the document from List A or List C the employee presented that establishes current employment authorization in the space provided below.

| Document Title: | Document Number: | Expiration Date *(if any)(mm/dd/yyyy)*: |
|---|---|---|

**I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.**

| Signature of Employer or Authorized Representative: | Date *(mm/dd/yyyy)*: | Print Name of Employer or Authorized Representative: |
|---|---|---|

## LISTS OF ACCEPTABLE DOCUMENTS
## All documents must be UNEXPIRED

Employees may present one selection from List A
or a combination of one selection from List B and one selection from List C.

| LIST A<br>Documents that Establish Both Identity and Employment Authorization | OR | LIST B<br>Documents that Establish Identity | AND | LIST C<br>Documents that Establish Employment Authorization |
|---|---|---|---|---|
| 1. U.S. Passport or U.S. Passport Card | | 1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address | | 1. A Social Security Account Number card, unless the card includes one of the following restrictions:<br>(1) NOT VALID FOR EMPLOYMENT<br>(2) VALID FOR WORK ONLY WITH INS AUTHORIZATION<br>(3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION |
| 2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551) | | 2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address | | 2. Certification of Birth Abroad issued by the Department of State (Form FS-545) |
| 3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa | | 3. School ID card with a photograph | | 3. Certification of Report of Birth issued by the Department of State (Form DS-1350) |
| 4. Employment Authorization Document that contains a photograph (Form I-766) | | 4. Voter's registration card | | 4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal |
| 5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status:<br>a. Foreign passport; and<br>b. Form I-94 or Form I-94A that has the following:<br>(1) The same name as the passport; and<br>(2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form. | | 5. U.S. Military card or draft record | | 5. Native American tribal document |
| | | 6. Military dependent's ID card | | 6. U.S. Citizen ID Card (Form I-197) |
| | | 7. U.S. Coast Guard Merchant Mariner Card | | 7. Identification Card for Use of Resident Citizen in the United States (Form I-179) |
| | | 8. Native American tribal document | | 8. Employment authorization document issued by the Department of Homeland Security |
| 6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI | | 9. Driver's license issued by a Canadian government authority | | |
| | | **For persons under age 18 who are unable to present a document listed above:** | | |
| | | 10. School record or report card | | |
| | | 11. Clinic, doctor, or hospital record | | |
| | | 12. Day-care or nursery school record | | |

**Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274).**

**Refer to Section 2 of the instructions, titled "Employer or Authorized Representative Review and Verification," for more information about acceptable receipts.**

# Instructions for Employment Eligibility Verification

**Department of Homeland Security**
U.S. Citizenship and Immigration Services

**USCIS**
**Form I-9**
OMB No. 1615-0047
Expires 03/31/2016

**Read all instructions carefully before completing this form.**

**Anti-Discrimination Notice.** It is illegal to discriminate against any work-authorized individual in hiring, discharge, recruitment or referral for a fee, or in the employment eligibility verification (Form I-9 and E-Verify) process based on that individual's citizenship status, immigration status or national origin. Employers **CANNOT** specify which document(s) they will accept from an employee. The refusal to hire an individual because the documentation presented has a future expiration date may also constitute illegal discrimination. For more information, call the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC) at 1-800-255-7688 (employees), 1-800-255-8155 (employers), or 1-800-237-2515 (TDD), or visit www.justice.gov/crt/about/osc.

## What Is the Purpose of This Form?

Employers must complete Form I-9 to document verification of the identity and employment authorization of each new employee (both citizen and noncitizen) hired after November 6, 1986, to work in the United States. In the Commonwealth of the Northern Mariana Islands (CNMI), employers must complete Form I-9 to document verification of the identity and employment authorization of each new employee (both citizen and noncitizen) hired after November 27, 2011. Employers should have used Form I-9 CNMI between November 28, 2009 and November 27, 2011.

## General Instructions

Employers are responsible for completing and retaining Form I-9. For the purpose of completing this form, the term "employer" means all employers, including those recruiters and referrers for a fee who are agricultural associations, agricultural employers, or farm labor contractors.

Form I-9 is made up of three sections. Employers may be fined if the form is not complete. Employers are responsible for retaining completed forms. Do not mail completed forms to U.S. Citizenship and Immigration Services (USCIS) or Immigration and Customs Enforcement (ICE).

## Section 1. Employee Information and Attestation

Newly hired employees must complete and sign Section 1 of Form I-9 **no later than the first day of employment.** Section 1 should never be completed before the employee has accepted a job offer.

Provide the following information to complete Section 1:

**Name:** Provide your full legal last name, first name, and middle initial. Your last name is your family name or surname. If you have two last names or a hyphenated last name, include both names in the last name field. Your first name is your given name. Your middle initial is the first letter of your second given name, or the first letter of your middle name, if any.

**Other names used:** Provide all other names used, if any (including maiden name). If you have had no other legal names, write "N/A."

**Address:** Provide the address where you currently live, including Street Number and Name, Apartment Number (if applicable), City, State, and Zip Code. Do not provide a post office box address (P.O. Box). Only border commuters from Canada or Mexico may use an international address in this field.

**Date of Birth:** Provide your date of birth in the mm/dd/yyyy format. For example, January 23, 1950, should be written as 01/23/1950.

**U.S. Social Security Number:** Provide your 9-digit Social Security number. Providing your Social Security number is voluntary. However, if your employer participates in E-Verify, you must provide your Social Security number.

**E-mail Address and Telephone Number (Optional):** You may provide your e-mail address and telephone number. Department of Homeland Security (DHS) may contact you if DHS learns of a potential mismatch between the information provided and the information in DHS or Social Security Administration (SSA) records. You may write "N/A" if you choose not to provide this information.

# Form W-4 (2014)

**Purpose.** Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

**Exemption from withholding.** If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2014 expires February 17, 2015. See Pub. 505, Tax Withholding and Estimated Tax.

**Note.** If another person can claim you as a dependent on his or her tax return, you cannot claim exemption from withholding if your income exceeds $1,000 and includes more than $350 of unearned income (for example, interest and dividends).

***Exceptions.*** An employee may be able to claim exemption from withholding even if the employee is a dependent, if the employee:

- Is age 65 or older,
- Is blind, or
- Will claim adjustments to income; tax credits; or itemized deductions, on his or her tax return.

The exceptions do not apply to supplemental wages greater than $1,000,000.

**Basic instructions.** If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

**Head of household.** Generally, you can claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

**Tax credits.** You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 505 for information on converting your other credits into withholding allowances.

**Nonwage income.** If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 505 to find out if you should adjust your withholding on Form W-4 or W-4P.

**Two earners or multiple jobs.** If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 505 for details.

**Nonresident alien.** If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

**Check your withholding.** After your Form W-4 takes effect, use Pub. 505 to see how the amount you are having withheld compares to your projected total tax for 2014. See Pub. 505, especially if your earnings exceed $130,000 (Single) or $180,000 (Married).

**Future developments.** Information about any future developments affecting Form W-4 (such as legislation enacted after we release it) will be posted at *www.irs.gov/w4*.

## Personal Allowances Worksheet (Keep for your records.)

**A** Enter "1" for **yourself** if no one else can claim you as a dependent . . . . . **A** _____

**B** Enter "1" if:
- You are single and have only one job; or
- You are married, have only one job, and your spouse does not work; or
- Your wages from a second job or your spouse's wages (or the total of both) are $1,500 or less. . . . **B** _____

**C** Enter "1" for your **spouse.** But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) . . . . . **C** _____

**D** Enter number of **dependents** (other than your spouse or yourself) you will claim on your tax return . . . . . **D** _____

**E** Enter "1" if you will file as **head of household** on your tax return (see conditions under **Head of household** above) . . **E** _____

**F** Enter "1" if you have at least $2,000 of **child or dependent care expenses** for which you plan to claim a credit . . . **F** _____
(**Note.** Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)

**G** **Child Tax Credit** (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information.
- If your total income will be less than $65,000 ($95,000 if married), enter "2" for each eligible child; then **less** "1" if you have three to six eligible children or **less** "2" if you have seven or more eligible children.
- If your total income will be between $65,000 and $84,000 ($95,000 and $119,000 if married), enter "1" for each eligible child . . . **G** _____

**H** Add lines A through G and enter total here. (**Note.** This may be different from the number of exemptions you claim on your tax return.) ▶ **H** _____

**For accuracy, complete all worksheets that apply.**
- If you **plan** to **itemize** or **claim adjustments** to income and want to reduce your withholding, see the **Deductions and Adjustments Worksheet** on page 2.
- If you are **single and have more than one job** or are **married and you and your spouse both work** and the combined earnings from all jobs exceed $50,000 ($20,000 if married), see the **Two-Earners/Multiple Jobs Worksheet** on page 2 to avoid having too little tax withheld.
- If **neither** of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.

**Separate here and give Form W-4 to your employer. Keep the top part for your records.**

Form **W-4**
Department of the Treasury
Internal Revenue Service

# Employee's Withholding Allowance Certificate

▶ **Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.**

OMB No. 1545-0074
**2014**

| | | |
|---|---|---|
| 1 Your first name and middle initial | Last name | 2 Your social security number |
| Home address (number and street or rural route) | 3 ☐ Single ☐ Married ☐ Married, but withhold at higher Single rate. **Note.** If married, but legally separated, or spouse is a nonresident alien, check the "Single" box. | |
| City or town, state, and ZIP code | 4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. ▶ ☐ | |

5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2) . . . **5**

6 Additional amount, if any, you want withheld from each paycheck . . . . . **6** $

7 I claim exemption from withholding for 2014, and I certify that I meet both of the following conditions for exemption.
- Last year I had a right to a refund of **all** federal income tax withheld because I had no tax liability, and
- This year I expect a refund of **all** federal income tax withheld because I expect to have no tax liability.

If you meet both conditions, write "Exempt" here . . . . . ▶ **7**

Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.

**Employee's signature**
(This form is not valid unless you sign it.) ▶ **Date** ▶

| | | |
|---|---|---|
| 8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.) | 9 Office code (optional) | 10 Employer identification number (EIN) |

**For Privacy Act and Paperwork Reduction Act Notice, see page 2.**

Cat. No. 10220Q Form **W-4** (2014)

## Deductions and Adjustments Worksheet

**Note.** Use this worksheet *only* if you plan to itemize deductions or claim certain credits or adjustments to income.

1 Enter an estimate of your 2014 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 10% (7.5% if either you or your spouse was born before January 2, 1950) of your income, and miscellaneous deductions. For 2014, you may have to reduce your itemized deductions if your income is over $305,050 and you are married filing jointly or are a qualifying widow(er); $279,650 if you are head of household; $254,200 if you are single and not head of household or a qualifying widow(er); or $152,525 if you are married filing separately. See Pub. 505 for details . . . . 1 $ _____

2 Enter: { $12,400 if married filing jointly or qualifying widow(er); $9,100 if head of household; $8,200 if single or married filing separately } . . . . . 2 $ _____

3 **Subtract** line 2 from line 1. If zero or less, enter "-0-" . . . . . 3 $ _____

4 Enter an estimate of your 2014 adjustments to income and any additional standard deduction (see Pub. 505) 4 $ _____

5 **Add** lines 3 and 4 and enter the total. (Include any amount for credits from the *Converting Credits to Withholding Allowances for 2014 Form W-4* worksheet in Pub. 505.) . . . . . 5 $ _____

6 Enter an estimate of your 2014 nonwage income (such as dividends or interest) . . . . . 6 $ _____

7 **Subtract** line 6 from line 5. If zero or less, enter "-0-" . . . . . 7 $ _____

8 **Divide** the amount on line 7 by $3,950 and enter the result here. Drop any fraction . . . . . 8 _____

9 Enter the number from the **Personal Allowances Worksheet**, line H, page 1 . . . . . 9 _____

10 **Add** lines 8 and 9 and enter the total here. If you plan to use the **Two-Earners/Multiple Jobs Worksheet**, also enter this total on line 1 below. Otherwise, **stop here** and enter this total on Form W-4, line 5, page 1 10

## Two-Earners/Multiple Jobs Worksheet (See *Two earners or multiple jobs* on page 1.)

**Note.** Use this worksheet *only* if the instructions under line H on page 1 direct you here.

1 Enter the number from line H, page 1 (or from line 10 above if you used the **Deductions and Adjustments Worksheet**) 1 _____

2 Find the number in **Table 1** below that applies to the **LOWEST** paying job and enter it here. **However,** if you are married filing jointly and wages from the highest paying job are $85,000 or less, do not enter more than "3" . . . . . 2 _____

3 If line 1 is **more than or equal to** line 2, subtract line 2 from line 1. Enter the result here (if zero, enter "-0-") and on Form W-4, line 5, page 1. **Do not** use the rest of this worksheet . . . . . 3 _____

**Note.** If line 1 is **less than** line 2, enter "-0-" on Form W-4, line 5, page 1. Complete lines 4 through 9 below to figure the additional withholding amount necessary to avoid a year-end tax bill.

4 Enter the number from line 2 of this worksheet . . . . . 4 _____

5 Enter the number from line 1 of this worksheet . . . . . 5 _____

6 **Subtract** line 5 from line 4 . . . . . 6 _____

7 Find the amount in **Table 2** below that applies to the **HIGHEST** paying job and enter it here . . . . . 7 $ _____

8 **Multiply** line 7 by line 6 and enter the result here. This is the additional annual withholding needed . . 8 $ _____

9 Divide line 8 by the number of pay periods remaining in 2014. For example, divide by 25 if you are paid every two weeks and you complete this form on a date in January when there are 25 pay periods remaining in 2014. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck 9 $

### Table 1

| Married Filing Jointly | | All Others | |
|---|---|---|---|
| If wages from LOWEST paying job are— | Enter on line 2 above | If wages from LOWEST paying job are— | Enter on line 2 above |
| $0 - $6,000 | 0 | $0 - $6,000 | 0 |
| 6,001 - 13,000 | 1 | 6,001 - 16,000 | 1 |
| 13,001 - 24,000 | 2 | 16,001 - 25,000 | 2 |
| 24,001 - 26,000 | 3 | 25,001 - 34,000 | 3 |
| 26,001 - 33,000 | 4 | 34,001 - 43,000 | 4 |
| 33,001 - 43,000 | 5 | 43,001 - 70,000 | 5 |
| 43,001 - 49,000 | 6 | 70,001 - 85,000 | 6 |
| 49,001 - 60,000 | 7 | 85,001 - 110,000 | 7 |
| 60,001 - 75,000 | 8 | 110,001 - 125,000 | 8 |
| 75,001 - 80,000 | 9 | 125,001 - 140,000 | 9 |
| 80,001 - 100,000 | 10 | 140,001 and over | 10 |
| 100,001 - 115,000 | 11 | | |
| 115,001 - 130,000 | 12 | | |
| 130,001 - 140,000 | 13 | | |
| 140,001 - 150,000 | 14 | | |
| 150,001 and over | 15 | | |

### Table 2

| Married Filing Jointly | | All Others | |
|---|---|---|---|
| If wages from HIGHEST paying job are— | Enter on line 7 above | If wages from HIGHEST paying job are— | Enter on line 7 above |
| $0 - $74,000 | $590 | $0 - $37,000 | $590 |
| 74,001 - 130,000 | 990 | 37,001 - 80,000 | 990 |
| 130,001 - 200,000 | 1,110 | 80,001 - 175,000 | 1,110 |
| 200,001 - 355,000 | 1,300 | 175,001 - 385,000 | 1,300 |
| 355,001 - 400,000 | 1,380 | 385,001 and over | 1,560 |
| 400,001 and over | 1,560 | | |

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

# UNION PARTICIPATION FORM

Since 1991 the FVCC adjunct faculty have been organized and represented by the Montana Federation of Teachers (AFT/MFT). A collective bargaining agreement has been negotiated that covers many area of employment for members of FVCC's adjunct faculty. Union participation is one of these areas. Adjunct instructors are **required** to exercise one of the following options regarding union participation:

1. become a member of the union and pay dues accordingly;
2. pay a representation fee determined by the union in accordance with case law to be the amount required for representation in collective bargaining matters;
3. make a contribution of an amount equal to the representation fee to a charity selected by the union.

The adjunct collective bargaining agreement stipulates that "As a condition of employment, all potential employees must agree in advance. in writing, to choose one of the three (3) options above."

Please indicate below the option you choose to exercise as an adjunct instructor for FVCC.

_____Option #1 _____Option #2 _____Option #3

NOTE: This option will remain in effect unless you notify in writing the Human Resources Office that you wish to make a change.

Signature:_____ Date:_____

Printed Name:_____

Please return to **Human Resources**

# FLATHEAD VALLEY COMMUNITY COLLEGE

## Enrollment Form for Checking Account Direct Deposit
(Temporary Employees)

I hereby authorize my employer, FVCC, to deposit amounts owed me by initiating credit entries to my checking account at the financial institution indicated below. Further, I authorize my financial institution to accept and to credit any credit entries indicated by FVCC to my checking account. In the event that FVCC deposits funds erroneously into my checking account, I authorize FVCC to debit my checking account for an amount not to exceed the original amount of the erroneous credit.

This authorization is to remain in full force and effect until FVCC and my financial institution have received written notice from me of its termination in such time and in such manner as to afford FVCC and my financial institution reasonable opportunity to act on it.

Employee Name: _____.

Social Security #: _____.

Employee Signature: _____.

Date: _____.

Name of Financial Institution: _____.

**Please attach one of your unused checks upon which you have written the word VOID and return this form and your check to the HR Office in Blake Hall (SCA 150).**

# MEMORANDUM

**TO:** New Employees

**FROM:** Human Resources

**SUBJECT:** Release of Home Telephone Number and Address

Administrative offices are frequently asked to give out home phone numbers and addresses for employees. Please help us respond appropriately by indicating your preference below. Thank-you.

_____I **do not** authorize the release of my home phone number or address.

_____I authorize the release of my home phone number.

_____I authorize the release of my home address.

Comments:

_____

_____

_____

_____ _____

Signature: Date:

_____

Printed Name:

**Flathead Valley Community College**
**Emergency Contact Information**

Employee Name_____

Emergency Contact_____

Emergency Contact Telephone_____

Relationship_____

Secondary Emergency Contact_____

Secondary Emergency Contact Telephone_____

Relationship_____

(optional).....

Doctor Name_____

Doctor Telephone_____

Hospital Preference_____

Allergies_____

# Flathead Valley Community College

## NEW EMPLOYEE QUESTIONNAIRE

**This form must be completed in full by all adjunct employees.**

(PLEASE TYPE OR PRINT LEGIBLY IN DARK INK.)

_____ (Name) | ____-____-____ (Date of Birth) | _____ (Social Security Number)

_____ (Home Mailing Address) | _____ (City, State & Zip Code)

(_____)_____-_____ (Area Code & Telephone Number) | _____ (Sex M/F) | _____ (Maiden Name)

| | | |
|---|---|---|
| Are you currently employed in a position covered by the Montana Teachers' Retirement System (TRS), with TRS Contributions being withheld from your wages?<br><br>If YES, please indicate the name of your current employer_____<br>and complete the attached Record for Membership Form and Beneficiary Designation Form. | YES | NO |

| | | |
|---|---|---|
| Are you receiving a monthly retirement benefit from the Montana TRS?<br><br>*If you are receiving monthly benefits from TRS, you are limited to part-time employment and in the amount you may earn and still receive your monthly benefit. Please contact the TRS to confirm the amount you may earn. | YES | NO |

| | |
|---|---|
| As an FVCC employee, I understand that I am **NOT ELIGIBLE** for TRS until I have taught more than 210 hours in a fiscal year. I further understand that once becoming a TRS member I cannot retroactively claim TRS membership on the first 210 hours. | YES |

Membership in the TRS is compulsory for all public educators, except for persons teaching less than 210 hours in any given fiscal year. The TRS is a "Defined Benefit Plan" qualified under Internal Revenue Code 401(a). Upon receipt of your membership form, the TRS will provide you with information regarding your retirement system.

If you were previously employed in a position reported to the Montana TRS and withdrew your account, you would be eligible to redeposit the service previously withdrawn. Please contact the TRS office at (406) 444-3134 to request this or any other information regarding the retirement system. The staff at TRS will gladly answer any questions you might have.

_____ Signature | _____ Date

PLEASE RETURN THE COMPLETED FORM TO THE FVCC HUMAN RESOURCES OFFICE

**MONTANA**
**TEACHERS' RETIREMENT SYSTEM**
**1500 E 6TH AVE**
**PO BOX 200139**
**HELENA MT 59620-0139**
**www.trs.mt.gov**
**406-444-3134**
**1-866-600-4045**

***TRS Office Use Only***

# RECORD FOR MEMBERSHIP

**TYPE OR PRINT LEGIBLY IN DARK INK.**

**IMPORTANT:** This form is a legal document and serves as the basis for all membership privileges and responsibilities, providing the Teachers' Retirement System (TRS) with positive identification for the management of a member's account. The information on this form must be complete and accurate in every detail. The TRS will provide personal account information only to the member, unless a signed 'Release of Information' form is on file with the TRS. Visit the TRS website at www.trs.mt.gov to create a personal retirement account for 24/7 on-line access, download forms, and to update your home mailing address.
**DO NOT complete this form if you are receiving a monthly benefit from the Montana TRS.**

## MEMBER INFORMATION (Note: Incomplete forms will be returned.)

First Printed Name _____ Middle _____ Last _____ Suffix _____

Maiden Name _____ M/F _____ Date of Birth _____ Social Security Number ___ ___ ___ - ___ ___ - ___ ___ ___ ___

Mailing Address–Including City, State & Zip+4 Code (If unknown, use 5-digit Zip Code) _____

Home Phone (Area Code and Telephone Number) _____ Cell Phone (Area Code and Telephone Number) _____

## EMPLOYMENT HISTORY (Note: Information used for eligibility to purchase additional instructional related service.)

Montana teaching or educational services with a School District, University, or Institution _____ From (Mo/Yr) _____ To (Mo/Yr) _____

Montana teaching or educational services with a School District, University, or Institution _____ From (Mo/Yr) _____ To (Mo/Yr) _____

Have you withdrawn your account balance from the Montana TRS? ☐ Yes ☐ No

If 'YES', Date of withdrawal: _____ Last name at the time of withdrawal: _____

Were you employed in Montana by the State, a city, or a county other than as a teacher? ☐ Yes ☐ No

If 'YES', Location: _____ From (Mo/Yr) _____ To (Mo/Yr) _____

Were you previously employed in a public, state-supported, or private school as a teacher in another state? ☐ Yes ☐ No

If 'YES', please list the location, date, and retirement system where employed:

Location _____ From (Mo/Yr) _____ To (Mo/Yr) _____ Retirement System _____

Location _____ From (Mo/Yr) _____ To (Mo/Yr) _____ Retirement System _____

**Member's Signature** _____ **Date** _____

## EMPLOYER CERTIFICATION (Note: Incomplete forms will be returned.)

Name of School District, University, or Institution _____ TRS Six Digit Employer Number _____

TRS Member's Position Title (As listed on the Job Description) _____ Essential Duties and Responsibilities _____

Certifying Officer's Printed Name _____ Title _____

Certifying Officer's Signature _____ Date _____

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1992,
ALTERNATIVE ACCESSIBLE FORMATS OF THIS DOCUMENT WILL BE PROVIDED UPON REQUEST

**MONTANA**
**TEACHERS' RETIREMENT SYSTEM**

1500 E 6TH AVE
PO BOX 200139
HELENA MT 59620-0139
www.trs.mt.gov
406-444-3134
1-866-600-4045

*TRS Office Use Only*

# BENEFICIARY DESIGNATION FOR ACTIVE MEMBERS

PLEASE TYPE OR PRINT LEGIBLY IN DARK INK.

**Please DO NOT complete this form if you are receiving a monthly benefit from the Montana Teachers' Retirement System (TRS).** Check the task(s) you are requesting.

☐ New Member ☐ Change of Beneficiary Mailing Address Change: ☐ Yes ☐ No

☐ Name Change

First_____ Middle_____ Last_____Suffix _____
Printed Name

_____ ___ ___ - ___ ___ - ___ ___ ___ ___
Maiden Name Social Security Number

_____
Mailing Address – Including City, State & Zip+4 Code (If unknown, use 5-digit Zip Code)

_____ _____
Area Code and Telephone Number Date of Birth

## BENEFICIARY DESIGNATION INSTRUCTIONS

You may designate your estate or a trust as the beneficiary. However, a lump sum payment of the member's account balance is the only benefit available under these designations.

Primary Beneficiary: The primary beneficiary(ies) is the person(s) who will be eligible to receive a benefit on this account at the time of your death. The benefit available will be determined based on your years of creditable service with the Montana Teachers' Retirement System (TRS). If you wish to designate more than one primary and/or contingent beneficiary(ies), cross out the words "1st Contingent" and "2nd Contingent", etc., as applicable, then connect all beneficiaries with the word "and" (e.g. to name multiple "1st Contingent" beneficiaries, cross out "2nd Contingent", then write the word "and").

Contingent Beneficiary: Contingent beneficiary(ies) will be eligible to receive a benefit only in the event that all primary beneficiary(ies) precede you in death.

If your primary beneficiary(ies) does not survive you, the benefit payable will be paid to the 1st contingent beneficiary(ies). You may name as many contingent beneficiaries as you wish. If the person named as a contingent beneficiary has not survived you, a lump sum payment will be made payable to your estate.

If you would like to list your spouse as your primary beneficiary and your children to share equally if your spouse does not survive you, you should list all the children as 1st contingent beneficiaries with all their names connected with the word "and". In this way, each child will receive an equal portion of benefits payable on your account. If you list each child separately as 1st contingent beneficiary, 2nd contingent beneficiary, etc., the 1st contingent will be eligible to receive benefits payable on your account; the 2nd contingent would be paid only if the 1st contingent preceded you in death, and so on.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1992,
ALTERNATIVE ACCESSIBLE FORMATS OF THIS DOCUMENT WILL BE PROVIDED UPON REQUEST

| TRS Office Use Only |
|---|
| |

Member's Printed Name _____ Date of Birth _____ Social Security Number ___-__-____

**DESIGNATION OF BENEFICIARY:** Please provide all requested information for each beneficiary. The complete legal name, social security number, date of birth, and relationship are required.

I hereby nominate and appoint the person(s), estate, or trust named below as the designated beneficiary(ies) of my TRS account. In the event of my death, I authorize and direct the Retirement Board to pay named beneficiary(ies) as designated. I understand the named beneficiary(ies) may be eligible to elect to receive a lump-sum refund of the accumulated account balance or a monthly retirement benefit as provided by §19-20-1001, MCA. If joint beneficiaries are named below to share equally and any should not survive me, I direct the Retirement Board to pay said amount in equal shares to the surviving joint beneficiaries and to pay the total amount to the surviving beneficiary should only one of the joint beneficiaries named survive me. I reserve the right to change my beneficiary(ies) at any time by filing, with the Retirement Board, written notice of such change on the form provided by the Retirement Board for that purpose. I understand that this designation of beneficiary(ies) will be canceled by the withdrawal of my account.

If additional space is needed for beneficiary designation, please contact the TRS and request the Beneficiary Designation – Attachment Form or visit our website at www.trs.mt.gov to obtain the form.

**PLEASE TYPE OR PRINT LEGIBLY IN DARK INK.**

| PRIMARY BENEFICIARY | 1ST CONTINGENT BENEFICIARY | 2ND CONTINGENT BENEFICIARY |
|---|---|---|
| Designated Beneficiary's Name | Designated Beneficiary's Name | Designated Beneficiary's Name |
| Social Security Number / M/F | Social Security Number / M/F | Social Security Number / M/F |
| Relationship to Member / Date of Birth | Relationship to Member / Date of Birth | Relationship to Member / Date of Birth |
| Mailing Address | Mailing Address | Mailing Address |
| City / State / Zip Code | City / State / Zip Code | City / State / Zip Code |
| Area Code & Phone Number | Area Code & Phone Number | Area Code & Phone Number |

| 3RD CONTINGENT BENEFICIARY | 4TH CONTINGENT BENEFICIARY | 5TH CONTINGENT BENEFICIARY |
|---|---|---|
| Designated Beneficiary's Name | Designated Beneficiary's Name | Designated Beneficiary's Name |
| Social Security Number / M/F | Social Security Number / M/F | Social Security Number / M/F |
| Relationship to Member / Date of Birth | Relationship to Member / Date of Birth | Relationship to Member / Date of Birth |
| Mailing Address | Mailing Address | Mailing Address |
| City / State / Zip Code | City / State / Zip Code | City / State / Zip Code |
| Area Code & Phone Number | Area Code & Phone Number | Area Code & Phone Number |

**Member's Signature** _____ **Date** _____

**TO BE COMPLETED BY A NOTARY PUBLIC:** Signed and sworn to before me this _____ day of _____ 20____; by name of person appearing before the Notary Public.

Signature of Notary Public _____

(SEAL)

Typed, Stamped or Printed Name of Notary _____

Notary Public for the State of: _____

Residing at: _____

My commission expires: _____

Aug 13 8:00
Tom B
Marita
Wayne
Chris / Brad
Pete H. 9:15
Craig Naylor

Compensation:

Butte, Billings, Gt Falls, - 2 year
pay sample

Hiatings
MSU language fac / adjunct
Collegiality w/ faculty meetings

Missoula College
Consistent employment intent in scheduling

1) Consulting among 2 bargaining units
2) Language consistent with MUS

MEA / NEA - Rep fee - Item of negotiation / bargaining
Concern on options. No provision for charity fees
in Constitution.
Religious exemption - 7th Day B, Southern Baptist

Tom 2:10
W Hammer
Pete H.
Christine Dy.
Marita

Tom — Consistency of CBAs on campus
follow from Faculty CBA
Strikethroughs amendments
email - electronic

WH — TRS, Social Security
electronic

Windfall Elimination Provision

eliminate meetings
replace w 3-5 mtgs determined by ~~department~~ chair each semester
Dir Ed Svcs

**INITIAL PROPOSAL**
**Federation of Flathead Valley Community College Adjunct Faculty,**
**MEA-MFT, AFT, NEA, AFL-CIO**

- Absences reporting, #, attendance, no substitutes, notify

July 23, 2015

**ADD: Appropriate state and national affiliate names – MEA-MFT, AFT, NEA, AFL-CIO

**3.4 Information and Data**
1. Upon written request of the union Executive Committee, the employer agrees to furnish the union with a copy of available documents which are public information and not of a privileged, confidential or personal nature such as: the college budget, board agendas and board minutes.

2. It further agrees, within 15 business days after the first pay date of each semester, to provide the union Executive Committee a list of the names of the bargaining unit employees teaching that semester and their projected pay for that semester. The list will include home addresses and phone numbers of said employees. ~~will also be provided if the employee has given that information to the FVCC Human Resources Office and granted HR written authorization to share it with the union.~~

**3.6 Union Security**

~~**DELETE current contract and substitute the following (same as Full-time contract)**~~

**PROFESSIONAL DUES; FEES; PAYROLL DEDUCTIONS**

**Dues Deduction Authorized**

The ~~Administration~~ **College** agrees to deduct from the ~~salaries of Association Members~~ **pay of each employee** the dues for ~~National Education Association, Montana Education Association~~MEA-MFT, AFT, NEA, and Flathead Valley Community College Education Association as authorized by each **employee** ~~Member~~ and as provided by law. It also agrees to deduct from the ~~salaries~~ **pay** of those bargaining unit ~~Members~~ **employees** who have not joined the ~~Association~~ **union**, the professional representation fees as authorized by each ~~Member~~ **employee** and provided by law~~. The Association President shall verify such authorizations to the Administration as stipulated in 7.3.~~

~~**7.200 Agency Shop**~~

~~Each Member shall be a member of the Association or shall contribute a professional representation fee in lieu thereof to the Association. All Members of the bargaining unit who are not members of the Association and who do not make application for membership within thirty (30) days after the execution hereof, shall as a condition of continued employment, pay to the Association an amount equal to the monthly dues thereof, a professional representation fee~~ **as a contribution to the negotiation and administration of this Agreement.** ~~Newly hired Members~~

~~shall be allowed thirty (30) calendar days after employment in which to comply with this requirement. Any Member employee who fails to comply with this section shall be discharged by the College within seven (7) calendar days after receipt of certified written notice from the Association indicating nonpayment.~~

**7.300 Notification and Transmittal of Monies**

Auto deduct by credit

A. ~~Each fiscal year, the Association President shall deliver to the Human Resources Office a written list of Members who have authorized the College to make deductions from their pay for Association membership dues or professional representation fees and the amounts which are to be deducted for each person each pay period. Deductions shall begin no later than 30 days after the list has been received by Human Resources.~~

~~B. All remaining unpaid dues or fees shall be deducted from the final paycheck of an Instructor leaving the employment of the College before the end of the school year for any reason excepting death.~~

~~C. Said monies, together with records of any corrections, shall be transmitted to the appropriate officer of the FVCCEA on a monthly basis and no later than the twentieth (20th) day of the succeeding month.~~

Submit end of semester

Aug, Dec, May

list

**A. As a condition of employment, all employees must agree in advance, in writing, to pay either union dues or professional representation fee. Employees hired too late to submit advance writing will have thirty (30) days from the date they sign their contract to select one of the options.**

**B. On the fourth week of each semester, the College will deliver to the union a written list of employees who have authorized the College to make deductions from their pay for union dues or professional representation fees and the amount expected to be deducted for each employee. Any changes to this list after its delivery to the union will be noted in writing to the union.**

**C. On the final paycheck of each employee of each semester, the employer shall deduct union dues or professional representation fee.**

**D. At the end of each semester, the employer shall deliver union dues and representation fee monies to the ~~treasurer of the~~ union who ~~shall acknowledge each receipt in writing.~~ No later than the first week of ~~each semester~~, the union shall notify the employer of the name and mailing address of the treasurer who is to receive dues and representation fee monies and shall certify to the employer what rates are to be in effect for that academic year.**

Auto per credit

the fall semester

designated

**5.5 Rights to Representation**

Employees are entitled to the presence of a representative during an investigatory interview which the employee reasonably believes may result in disciplinary action. Employees may choose their representatives as long as the representative of choice is ~~immediately~~ reasonably available.

**5.9 Course Cancellation**

After the receipt of an employment contract, employees shall not have their assignment changed except by mutual agreement unless the class is cancelled because of low enrollments or inadequate funds, or unless the course is reassigned to a full-time faculty member with less than a full-time workload. Typically, a class will not be cancelled until it meets at least one time. Employees are expected to attend the first class meeting unless otherwise notified. Employees who do not receive notification of the cancellation or reassignment of a course due to low enrollment more than seven calendar days before the first class shall receive a stipend of ~~$30.00~~ $250.00. ~~Employees whose course is reassigned to a full-time faculty member shall receive a stipend of $50.00.~~

**5.10 Evaluation of Employees**
The employer is responsible for the evaluation of bargaining unit employees. Methods of evaluation include but are not limited to student evaluations and administrative evaluations. Employees may request an evaluation at any time; however, the employee must request the evaluation in writing at least three (3) weeks prior to the end of his/her class(es). ~~Evaluations are not subject to the grievance procedure.~~ Employees may request a meeting with the appropriate administrator to discuss their evaluation and such requests will be honored. Evaluations are not subject to the grievance procedure. **(union explanation: no need to have this sentence twice in same section.)**

**5.13 Tuition Waivers for Employees**
Employees who taught a course for FVCC during the immediately preceding academic year or are teaching during the current semester may enroll in regular college courses at FVCC with tuition waived on a space-available basis after all other paying students have had an opportunity to register. Tuition will be waived for the employee during the current semester, the following semester or any one semester during the following academic year.

When a member has ~~taught 100 credits cumulatively~~ accumulated 10 semesters of teaching at FVCC, spouses and children ~~of adjuncts~~ may enroll in regular college courses at FVCC with a tuition waiver on a space available basis after all other paying students have had an opportunity to register. ~~and the adjunct faculty members has taught 100 credits cumulatively.~~

Tuition will also be waived for enrollment in designated Continuing Education courses which already have sufficient enrollments to cover the course costs. Tuition waivers for Continuing Education classes do not include workshops or seminars offered through the Business and Professional Development Program.

**5.15 Consideration for Early Childhood Center usage**
Adjunct faculty employees will be included in any consideration given to FVCC employees for use of the Early Childhood Center.

**6.0 COMPENSATION**
**Pay is calculated as a percent of full-time salary, as follows:**

**80% of a full-time faculty base rate of pay in the 5-tier Salary Schedule divided by 30 and then multiplied by the number of credits assigned. In addition, faculty with advanced degrees will be given a stipend commensurate with full-time faculty in the same discipline. (Union will provide a more comprehensive salary proposal no later than the third bargaining meeting)**

**Pay rates for employees during the 2014-20## academic years shall be in accordance with the schedule found on the last pages of this agreement.**

**6.2 Sick Leave**

Sick leave is a leave of absence with pay resulting from an illness suffered by an employee, immediate family member, spouse/life partner, dependents, parents, grandparents, siblings, and the same relatives of the employee's spouse/life partner in like degree. ~~child(ren)~~. Sick leave may also be used for maternity-related leave. The employer may require a doctor's statement to substantiate the need for sick leave usage. Employees should provide the employer with as much advance notice as possible of the need for sick leave usage and must notify the employer of sick leave usage at least three hours prior to commencement of class. ~~Unused sick leave is lost. It has no cash value and may not accumulate from one semester to another. It is understood that the leave benefits contained herein have been negotiated in lieu of statutory leave benefits.~~ (Sick Leave will remain on books and cashed out upon termination in accordance with MCA Title II.)

Adjunct faculty shall be eligible for sick leave of one hour of sick leave entitlement per semester for each one credit assignment plus one hour per semester per each course taught. Members shall be given a written accounting of accumulated sick leave days at the end of each semester. A member who is not returning the following semester may cash-out their accrued sick leave at 25 percent of the accumulated total.

**6.4 Independent Study, Directed Study, Special Courses**

When an employee is asked by the administration to supervise an independent study, directed study or special course, the employee will be compensated on the following basis:

***Number of students multiplied by the number of credits multiplied by ~~1/15 of the base (one credit) rate of pay assigned to the class in question.~~ the current per-credit rate. **(See note below)**

~~Example:~~

~~Number of students multiplied by number of credits multiplied by 1/15 of current rate of pay.~~

It is understood that these ~~activities~~ provisions are intended to compensate an instructor for ~~an activity where~~ a course in which the enrollment is deemed to be insufficient~~. the enrollment will be small~~. Ordinarily, if the member volunteers to supervise an independent study or directed study, there will be no compensation. The administration will establish the minimum and maximum number of students allowable for independent study, directed study and special course activities.

**(Tom: At our June meeting, we replaced ***(above) with the formula "Number of students divided by the number of credits multiplied by the per-credit base rate of the tier schedule." Since then, I have calculated many**

**scenarios and this formula works best for a 3-students/3-credit independent/directed study course, but poorly and inconsistently for different # of students and different # of credit courses. So our suggestion is this formula, "75% of the per-credit base rate of the tier schedule for 1 student. Add the amount for each additional student."**

**ADD NEW: Development of Distance Education Courses**

1. ~~Faculty members~~ **Employees** who have received prior approval by the Vice President of Instruction and Student Services may enroll in the four credit course *Teaching Online Courses* and the six credit course *Developing Online Courses.* A course will be offered each semester. ~~Faculty~~ **Employee** will pay fees for enrolling in the course per the provisions of the Collective Bargaining Agreement. Successful completion of the course includes the development or conversion of a face to face course to an online or hybrid course that will become part of the FVCC online course bank. The developed course will be the intellectual property of Flathead Valley Community College. Multiple sections of the course are not eligible for independent funding. Upon approval of the developed course by the E-learning Committee and the Vice-President, the ~~adjunct faculty member~~ **employee** will be compensated according to the following schedule:

| **Development of course to online** | | **Conversion of course to/from hybrid** | |
|---|---|---|---|
| 1 credit | $233 | 1 credit | $115 |
| 2 credits | $466 | 2 credits | $233 |
| 3 credits | $700 | 3 credits | $350 |
| 4 credits | $825 | 4 credits | $412 |
| 5+ credits | $950 | 5+ credits | $475 |

2. ~~Adjunct faculty members~~ **Employees**, with the prior approval of the Vice-President of Instruction and Student Services, may develop online courses without taking *Teaching Online Courses or Developing Online Courses.* Upon approval of the developed course by the E-Learning Committee and the Vice-President, the ~~faculty member~~ **employee** would be eligible for the stipends listed above.

3. **Definitions:**

"Online course" refers to a class offered over the internet. These classes may have a face-to-face testing component. "Hybrid course" refers to classes that have at least 67% of the course offered over the internet and 33% or less requiring classroom attendance. "ITV courses" refers to courses offered over interactive television.

4. **Employee who develop a course to online or convert a course to or from hybrid will have first right of refusal in teaching the course.**

**Teaching via Distance Education**

1. Faculty members, who have developed a course or who are interested in teaching a previously developed course from the FVCC online course bank, may enroll in the four credit course *Teaching an Online Course.* Faculty members who successfully complete both *Teaching an Online Course (4 credits)* and *Developing Online Courses (6 credits)* and will receive $1,100 added to their base pay effective the first term the online or hybrid course (of at least 3 credits) is taught.
2. ~~Faculty~~ **Employee** teaching via ITV for the first time will receive an additional $300. Subsequent teaching via distance ITV will receive no additional compensation beyond the established schedule.
3. ~~Faculty~~ **Employee** teaching via online for the first time will receive a $500 stipend. Subsequent teaching via online will receive no additional compensation beyond the established schedule.
4. Online, hybrid and ITV courses will count as part of the ~~faculty~~ **employee** teaching load in the same manner that face-to-face classes count toward the teaching load.
5. Course enrollment maximums for face-to-face courses will be applied to online and ITV courses.

**ADD NEW: DEVELOPMENT OF NEW COURSES**

Faculty who are asked or directed to design or develop a new course(s) of instruction will receive the following compensation:

| | |
|---|---|
| 1 credit | $233 |
| 2 credits | $466 |
| 3 credits | $700 |
| 4 credits | $825 |
| 5+ credits | $950 |

VP

In addition, faculty who develop a new course will have first right of refusal in teaching the course.

No

Allow? Tone down

Compare to faculty

**ADD NEW: ACADEMIC FREEDOM**

The College has had a long tradition of, and a deep commitment to, academic freedom. The welfare and strength of the College and society at large depend upon the free search for truth and its free expression. To this end the College shall recognize and protect full freedom of inquiry, teaching, research, discussion, study, publication, and for artists, the creation and exhibition of works of art, without hindrance, restriction, equivocation, and/or Board or Administration reprisal. This right extends to other facets of campus life to include

the right as ~~a Member~~ **an employee** to speak on general education questions. The right of academic freedom shall be the right of every ~~Member~~ **employee** ~~whether tenured or untenured~~.

The parties to this Agreement shall also recognize that each ~~Member~~ **employee** is a citizen, and a member of a learned profession as well as an employee of an educational institution. When he/she speaks or writes as a citizen, he/she shall be free from institutional censorship or discipline. When acting as a private citizen, the ~~Member~~ **employee** has an obligation to make it clear that he/she speaks, writes, and acts for himself/herself and is not acting as a representative of the College.

**6.5 Committees**

Participation on committees or in college sponsored in-service training, when approved by the Vice President of Educational Services, or his/her designee, will be compensated at the following rates: Note: this rate change will NOT be retroactive, but will be effective as of date of signed agreement.

~~$30.00~~ **$50.00** for fewer than two hours;
~~$40.00~~ **$75.00** for two or more, but fewer than four hours;
~~$55.00~~ **$125.00** for four or more, but fewer than six hours;
~~$70.00~~ **$170.00** for six or more hours per day.

~~*In any case, adjunct faculty directed to perform committee work will be compensated $25.00 per hour.~~

In requesting payment for participation on committees or in college sponsored in-service training, ~~a faculty member~~ **an employee** shall complete and sign a payroll authorization form adopted by the College. The form must be submitted to the Vice President of Educational Services, or his/her designee, monthly for approval before it will be processed for payment by the human resources department. A copy of the completed form shall be provided to the ~~faculty member~~ **employee**.

**7.1 Grievance Definition**

A grievance is defined as an allegation ~~by an employee~~ by the union, or a member of the bargaining unit, that there has been a violation or misinterpretation of a provision of this agreement.

**7.2 Rules of Grievance Processing**

d. Union Representation: ~~The employee~~ A grievant ~~may at his/her discretion be represented by the union at any step of the grievance procedure.~~ is entitled to union representation at any step of the grievance procedure.

**7.3 Procedures for Filing Grievances**

All grievances must be filed within ~~fifteen (15)~~ twenty-five (25) days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance.

**7.4 Rules of Arbitration**

**A. Selection of the Arbitrator**

If the union and the employer cannot agree upon an acceptable arbitrator, they shall forward a joint, written request to the ~~Federal Mediation and Conciliation Service~~ Montana Board of Personnel Appeals to provide a list of five arbitrators. Each party shall alternately strike a name from the list until only one name remains. The remaining person shall be designated as the arbitrator.

**F. Retroactivity**

An arbitrator's award may ~~or may not~~ be retroactive as the equities of each case may justify, but in no case shall an award be retroactive to a date earlier than ~~ten days before the date the grievance was initially filed or~~ the date on which the act or omission occurred. ~~whichever is later.~~

**The union reserves the right to introduce additional proposals relative to compensation and fringe benefits, course cancelation, and retirement issues.**

**ADDENDUM A**

**Adjunct Faculty**
**Pay Rates for FY 2015**
**(Matrix is 80% of full-time faculty base pay - $33,610 year.)**

| Type of Class | Number of Credits | Rate of Pay |
|---|---|---|
| Lecture | 1 | 1120.34 |
| | 2 | 2240.68 |
| | 3 | 3361.02 |
| | 4 | 4481.36 |
| | 5 | 5601.70 |

| Type of Class | Number of Credits | Rate of Pay |
|---|---|---|
| Lec/Lab-Rate A (75% Lecture/ 25% Lab) | 1 | 1114.62 |
| | 2 | 2229.25 |
| | 3 | 3343.87 |
| | 4 | 4458.50 |
| | 5 | 5573.12 |

| Type of Class | Number of Credits | Rate of Pay |
|---|---|---|
| Lec/Lab-Rate B (50% Lecture/ 50% Lab) | 1 | 1364.24 |
| | 2 | 2728.48 |
| | 3 | 4092.71 |
| | 4 | 5456.95 |
| | 5 | 6821.19 |

| Type of Class | Number of Credits | Rate of Pay |
|---|---|---|
| Lec/Lab-RateC (25% Lecture/ 75% Lab) | 1 | 1486.58 |
| | 2 | 2973.16 |
| | 3 | 4459.74 |
| | 4 | 5946.32 |
| | 5 | 7432.90 |

| Type of Class | Number of Credits | Rate of Pay |
|---|---|---|
| Activity/Lab only | 1 | 1478.18 |
| | 2 | 2956.35 |
| | 3 | 4434.53 |
| | 4 | 5912.71 |
| | 5 | 7390.88 |

Adj
Inmuni. 5:6
Dinner 5:45 - 6:30
6:40 - 7:30

## ADDENDUM B Full Time Faculty Pay, Section 18.100 Salary Schedule

**APPENDIX B**
**Full-Time Faculty Pay Matrix**
**Effective July 1, 2015 through June 30, 2016 (added 2% Midpoint of Range 44)**

Credits shown in column headings are quarter (not semester) credits.
Quarter credits can be converted to semester credits by dividing by 1.5
Semester credits can be converted to quarter credits by multiplying by 1.5

| ACADEMIC | | | | | MFA | MFA+15 | MFA+30 | MFA+45 | |
|---|---|---|---|---|---|---|---|---|---|
| | | M | M+15 | M+30 | M+45 | M+60 | M+75 | M+90 | Doctorate |

| VOCATIONAL | | | | | M | M+15 | M+30 | M+45 | |
|---|---|---|---|---|---|---|---|---|---|
| | less than B | B | B+15 | B+30 | B+45 | B+60 | B+75 | B+90 | |

| RANGE | 44 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 54 |
|---|---|---|---|---|---|---|---|---|---|
| Minimum | 33,610 | 35,290 | 36,173 | 37,077 | 38,004 | 38,954 | 39,928 | 40,926 | 42,972 |
| Midpoint | 42,544 | 44,671 | 45,788 | 46,933 | 48,106 | 49,309 | 50,541 | 51,805 | 54,395 |
| 135% of midpoint | 57,434 | 60,306 | 61,814 | 63,359 | 64,943 | 66,567 | 68,231 | 69,937 | 73,433 |

1. New hires will be placed at a level in the appropriate range not to exceed the pay rate of a current faculty member with similar years of teaching experience, or equivalent industry experience.
2. New hires with no teaching experience will be placed at no less than 79% of midpoint in the appropriate range (minimum) or more.
3. For members serving as division chairperson refer to Article 10.7.D
4. For members employed in addition to the normal nine month faculty contract period, add 2% of that individual's scheduled salary for each additional week worked
5. Effective July 1, 2015, the faculty pay ranges were increased 2% to reflect negotiated changes
6. Range assignment for many faculty categories were changed to readjust balance of 2.5% between midpoints of each category. Doctorate category is 5% (2 ranges) difference.
7. For those faculty who have completed the online course credential, the $1,100 online increment has been added into base pay.

Hello Adjuncts,

At last week's Monday session, your Union volunteers --in your behalf-- hashed out the two most significant changes proposed by FVCC Management:

1. **Pay structure that possibly decreases pay in an unknown number of us, and an insignificant increase in most of us.** This is in light of the fact that FVCC adjuncts are the lowest paid compared to others teaching not only at the two similar Montana community colleges but in the entire Montana university system (by the very least $360 a credit).
2. **Committee requirement added on top of course duties . . without pay.**

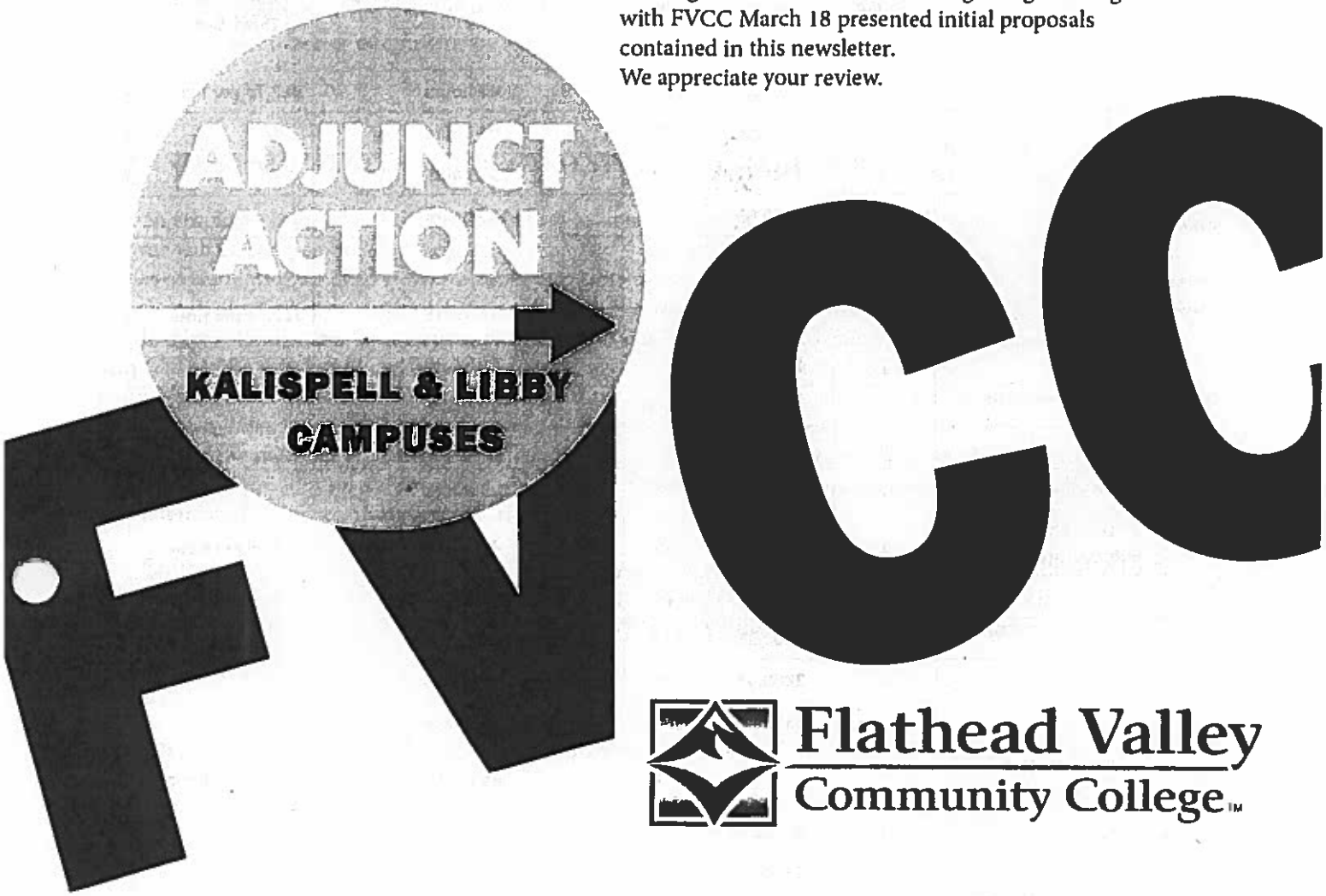
**2nd brainstorming session is Nov 30, Dec 7 Mon 9 am – 11 am Blake Hall Board Rm 140**
There are more issues to review. *You are encouraged to participate, ask, comment, observe.* Anyone wishing to attend the meeting via conference calling, reply to this email with your phone number or call/text Marita Combs 406.250.7563.

Thank you.

**Pres. Pete Hertlein** phert2mont@gmail.com 406.857.3433
**Vice-Pres. Wayne Hammer** wayne@vizitinc.com 406.871.3777
**Sec. Marita Combs** secretary@fvccadjunctfacultyunion.org 406.250.7563
**Treas. Joy Hawley** joyhawley59@gmail.com 406.261.5200
**Negotiation Team (officers and Fred Longhart** longhart@centurytel.net **and Craig Naylor** craigtnaylor@gmail.com)

**ADJUNCT ACTION NEWSLETTER**
**Keeping Adjunct Faculty Union members informed on issues that affect them.**

*To Members of the Adjunct Faculty Union,*
The Collective Bargaining Agreement that you are teaching under expired June 30, 2014. The CBA is currently under negotiation.
The negotiation team at its first bargaining meeting with FVCC March 18 presented initial proposals contained in this newsletter.
We appreciate your review.




Flathead Valley Community College™

**March 25 Wednesday 11 am - 1 pm AT 144A**
Union negotiation team will be working on:

- more comprehensive salary proposal
- additional proposals relative to compensation, fringe benefits and retirement issues.
- members' feedback on proposals.

Please drop by the meeting if you wish to address a concern, or contact a Union officer, Go-to Team member or the Union Field Representative.

**April 13 Monday 3 pm - 5 pm Location TBA**
Second bargaining meeting with FVCC.

**MARCH 23, 2015**

# #1 PAY RATE

In CBA

Column not in CBA; obtained through college data.

ADJUNCT'S HOURLY RATE based on formula*

| Type of Class | Number of Credits | CURRENT PAY RATE | Hours of Course | Hours worked in 15-wk semester 3 hours/wk times No. of credits times 15 wks, all inclusive * | Hourly Rate Pay Rate divided by Hours worked in a 15-wk semester |
|---|---|---|---|---|---|
| Lecture | 1 | 574.02 | 15 | 45 hours | $12.77 per hour |
| | 2 | 1149.85 | 30 | 90 hours | " |
| | 3 | 1724.77 | 45 | 135 hours | " |
| | 4 | 2299.69 | 60 | 180 hours. | " |
| | 5 | 2874.60 | 75 | 225 hours | " |
| Lec/Lab-Rate A 75% Lecture 25% Lab | 1 | 572.15 | n/a | 45 hours | $12.71 per hour |
| | 2 | 1144.29 | n/a | 90 hours | " |
| | 3 | 1716.44 | 45/60 | 135 hours | " |
| | 4 | 2288.60 | 75 | 180 hours | " |
| | 5 | 2860.74 | 105 | 225 hours | " |
| Lec/Lab-Rate B 50% Lecture 50% Lab | 1 | 700.12 | 45 | 45 hours | $15.55 per hour |
| | 2 | 1400.24 | 75 | 90 hours | " |
| | 3 | 2100.36 | 67.5 | 135 hours | " |
| | 4 | 2800.48 | 90 | 180 hours | " |
| | 5 | 3500.60 | n/a | 225 hours | " |
| Lec/Lab-Rate C 25% Lecture 75% Lab | 1 | 762.87 | n/a | 45 hours | $16.95 per hour |
| | 2 | 1525.74 | 75 | 90 hours | " |
| | 3 | 2288.61 | 75-90 | 135 hours | " |
| | 4 | 3051.48 | n/a | 180 hours | " |
| | 5 | 3814.35 | n/a | 225 hours | " |
| Activity/Lab only | 1 | 758.55 | 30 | 45 hours | $16.85 per hour |
| | 2 | 1517.12 | n/a | 90 hours | " |
| | 3 | 2275.68 | 45 | 135 hours | " |
| | 4 | 3034.25 | 180 | 180 hours | " |
| | 5 | 3792.80 | n/a | 225 hours | " |

*FVCC Human Resources' formula (March 4, 2015)*

**30 hours of work per week for 10 credit, all inclusive (or 3 hours of work per week per credit)**
**"All inclusive" means whatever activities an adjunct puts in to conduct a course such as prepping, lecturing, grading, meeting students, etcetera and also means regardless how many actual hours an adjunct puts in, whether less or more than.**

## #1 PAY RATE *(continued)*

***BOLD TEXT is NEW. Union will provide a more comprehensive salary proposal no later than the third bargaining meeting.***

**Adjunct pay should be calculated as a percent of full-time salary, as follows: 80% of a full-time faculty base rate of pay divided by 30 and then multiplied by the number of credits assigned. In addition, faculty with advanced degrees will be given a stipend commensurate with full-time faculty in the same discipline.**

*Example* Full-time professor rate pay $32,423 (Masters degree base pay from expired Full-time 2012 contract) divided by 30 credits (required per year) = $1081 per credit. Subtract 20% (no committee or administrative assignments) = $864 per credit.

## #2 INDEPENDENT STUDY, DIRECTED STUDY, SPECIAL COURSES

***BOLD TEXT is NEW. Strike-throughs are deletions.***

When an employee is asked by the administration to supervise an independent study, directed study or special course, the employee will be compensated on the following basis:
~~Number of students multiplied by the number of credits multiplied by 1/15 of the base (one credit) rate of pay assigned to the class in question. by the current per-credit rate. Example: Number of students multiplied by number of credits multiplied by 1/15 of current rate of pay.~~ **For Directed Study, 1/15 of Full-time professor rate pay divided by 7 multiplied by the number of credits. For Independent Study, 2/3 of Directed Study.**
It is understood that these activities provisions are intended to compensate an instructor for ~~an activity where~~ course in which the enrollment is deemed to be insufficient. ~~the enrollment will be small~~.
**Ordinarily, if the member volunteers to supervise an independent study or directed study, there will be no compensation.** The administration will establish the minimum and maximum number of students allowable for independent study, directed study and special course activities.

*Example* For Directed Study, 1/15 of Full-time professor rate pay (1/15 x $32,423) = $2161 divided by 7 (minimum number of students in a regular class) = $309 per credit. One student for three credits = $927. For Independent Study, 2/3 of $309 = $207 per credit; one student for a three-credit course = $627.

## #3 COURSE CANCELLATION

***BOLD TEXT is NEW. Strike-throughs are deletions.***

After the receipt of an employment contract, employees shall not have their assignment changed except by mutual agreement unless the class is cancelled because of low enrollments or inadequate funds, or unless the course is reassigned to a full-time faculty member with less than a full-time workload. Typically, a class will not be cancelled until it meets at least one time. Employees are expected to attend the first class meeting unless otherwise notified. Employees who do not receive notification of the cancellation **or reassignment** of a course due to low enrollment more than seven calendar days before the first class shall receive a stipend of ~~$30.00~~ **$250.00.** ~~Employees whose course is reassigned to a full-time faculty member shall receive a stipend of $50.00~~.

## #4 COMMITTEES

***BOLD TEXT is NEW. Strike-throughs are deletions.***

Participation on committees or in college sponsored in-service training, when approved by the Vice President of Educational Services, or his/her designee, will be compensated at the following rates: Note: this rate change will NOT be retroactive, but will be effective as of date of signed agreement.
~~$30.00~~ **$50.00** for fewer than two hours;
~~$40.00~~ **$75.00** for two or more, but fewer than four hours;
~~$55.00~~ **$125.00** for four or more, but fewer than six hours;
~~$70.00~~ **$170.00** for six or more hours per day.
**In any case, adjunct faculty directed to performcommittee work will be compensated $25.00 per hour.**

## #5 DEVELOPMENT OF DISTANCE EDUCATION COURSES

***Delete the current language (grey box next page) and substitute with the following, which is the same as the Full-time Faculty contract. BOLD TEXT is NEW, straight from Full-time faculty union contract.***

**1. Faculty members who have received prior approval by the Vice President of Instruction and Student Services may enroll in the four credit course *Teaching Online Courses* and the six credit course *Developing Online Courses*. A course will be offered each semester. Faculty will pay fees for enrolling in the course per the provisions of the Collective Bargaining Agreement. Successful completion of the course includes the development or conversion of a face to face course to an online or hybrid course that will become part of the FVCC online course bank. The developed course will be the intellectual property of Flathead Valley Community College. Multiple sections of the course are not eligible for independent funding. Upon approval of the developed course by the E-learning Committee and the Vice-President, the adjunct faculty member will be compensated according to the following schedule:**

| Development of course to online | | Conversion of course to/from hybrid | |
|---|---|---|---|
| 1 credit | $233 | 1 credit | $115 |
| 2 credits | $466 | 2 credits | $233 |
| 3 credits | $700 | 3 credits | $350 |
| 4 credits | $825 | 4 credits | $412 |
| 5+ credits | $950 | 5+ credits | $475 |

**2. Adjunct faculty members, with the approval of the Vice-President of Instruction and Student Services, may develop online courses without taking *Teaching Online Courses* or *Developing Online Courses*. Upon approval of the developed course by the E-Learning Committee and the Vice-President, the faculty member would be eligible for the stipends listed above.**

**3. Definitions:**

**"Online course" refers to a class offered over the internet. These classes may have a face-to-face testing component. "Hybrid course" refers to classes that have at least 67% of the course offered over the internet and 33% or less requiring classroom attendance. "ITV courses" refers to courses offered over interactive television.**

**Teaching via Distance Education**

**1. Faculty members, who have developed a course or who are interested in teaching a previously developed course from the FVCC online course bank, may enroll in the four credit course *Teaching an Online Course*. Faculty members who successfully complete both *Teaching an Online Course* (4 credits) and *Developing Online Courses* (6 credits) and will receive $1,100 added to their base pay effective the first term the online or hybrid course (of at least 3 credits) is taught.**

**2. Faculty teaching via ITV for the first time will receive an additional $300. Subsequent teaching via distance ITV will receive no additional compensation beyond the established schedule.**

**3. Faculty teaching via online for the first time will receive a $500 stipend. Subsequent teaching via online will receive no additional compensation beyond the established schedule.**

**4. Online, hybrid and ITV courses will count as part of the faculty teaching load in the same manner that face-to-face classes count toward the teaching load.**

**5. Course enrollment maximums for face-to-face courses will be applied to online and ITV courses.**

*The current language in the Collective Bargaining Agreement.*

Development of Distance Education Courses

1. Faculty who have received prior approval by the Vice President may receive funding to develop a new course or adapt an existing course for delivery online. Multiple sections of a course are not eligible for independent funding. Compensation, based on prior authorization and final approval of the product by the Vice President, will be compensated as follows:

| | |
|---|---|
| a. 3 credits | $700 |
| b. 4 credits | $825 |
| c. 5 credits or more | $950 |

2. The College shall provide appropriate, pre-approved training to a faculty member assigned to teach on-line. The training must be completed prior to the beginning of the online course.

Teaching via Distance Education

3. Faculty teaching via distance technology (online or ITV) for the first time will be compensated an additional $300 via ITV or $500 via online. Under this provision, a faculty member may earn a maximum $500 for teaching online, and an additional $300 for teaching ITV. Subsequent teaching via distance technology will receive no additional compensation beyond the established schedule.

4. The teaching of online courses will be compensated on the following basis:

   a. For enrollment of less than 10: number of students multiplied by the number of credits, multiplied by the hourly rate paid for a lecture course.

   b. For enrollments of 10 or more: full course compensation per the established schedule.

   c. Course enrollment for the first time that a faculty member teaches online shall be capped at 25 students. Thereafter, the maximums for face-to-face courses will be applied to online courses.

## #6 TUITION WAIVERS FOR EMPLOYEES *BOLD TEXT is NEW. Strike-throughs are deletions.*

Employees who taught a course for FVCC during the immediately preceding academic year or are teaching during the current semester may enroll in regular college courses at FVCC with tuition waived on a space-available basis after all other paying students have had an opportunity to register. Tuition will be waived for the employee during the current semester, the following semester or any one semester during the following academic year.

When a member has ~~taught 100 credits cumulatively~~ **accumulated 10 semesters of teaching** at FVCC, spouses and children of adjuncts may enroll in regular college courses at FVCC with a tuition waiver on a space available basis after all other paying students have had an opportunity to register. ~~and the adjunct faculty members has taught 100 credits cumulatively~~.

Tuition will also be waived for enrollment in designated Continuing Education courses which already have sufficient enrollments to cover the course costs. Tuition waivers for Continuing Education classes do not include workshops or seminars offered through the Business and Professional Development Program.

## #7 SICK LEAVE

***BOLD TEXT is straight from Full-time Faculty union contract. Strike-throughs are deletions.***
*Sick Leave will remain on books and cashed out upon termination in accordance with MCA Title II.*

**Sick leave is a leave of absence with pay resulting from an illness suffered by an employee, immediate family member, spouse/life partner, dependents, parents, grandparents, siblings, and the same relatives of the employee's spouse/life partner in like degree. ~~child(ren)~~. Sick leave may also be used for maternity-related leave.** The employer may require a doctor's statement to substantiate the need for sick leave usage. Employees should provide the employer with as much advance notice as possible of the need for sick leave usage and must notify the employer of sick leave usage at least three hours prior to commencement of class. ~~Unused sick leave is lost. It has no cash value and may not accumulate from one semester to another. It is understood that the leave benefits contained herein have been negotiated in lieu of statutory leave benefits.~~

**Adjunct faculty shall be eligible for sick leave of one hour of sick leave entitlement per semester for each one credit assignment plus one hour per semester per each course taught. Members shall be given an written accounting of accumulated sick leave days at the end of each semester. A member who is not returning the following semester may cash-out their accrued sick leave at 25 percent of the accumulated total.**

## #8 3.4 INFORMATION AND DATA

***Strike-through are deletions.***

1. Upon written request of the union Executive Committee, the employer agrees to furnish the union with a copy of available documents which are public information and not of a privileged, confidential or personal nature such as: the college budget, board agendas and board minutes.
2. It further agrees, within 15 business days after the first pay date of each semester, to provide the union Executive Committee a list of the names of the bargaining unit employees teaching that semester and their projected pay for that semester. The list will include home addresses and phone numbers of said employees. ~~will also be provided if the employee has given that information to the FVCC Human Resources Office and granted HR written authorization to share it with the union.~~

## #9 RIGHTS TO REPRESENTATION

***Strike-through is a deletion.***

Employees are entitled to the presence of a representative during an investigatory interview which the employee reasonably believes may result in disciplinary action. Employees may choose their representatives as long as the representative of choice is ~~immediately~~ reasonably available.

## #10 GRIEVANCE PROCEDURES

***Bold text is NEW. Strike-throughs are deletions.***

7.1 Grievance Definition

A grievance is defined as an allegation ~~by an employee~~ by the union, or a member of the bargaining unit, that there has been a violation or misinterpretation of a provision of this agreement.

7.2 Rules of Grievance Processing

d. Union Representation: ~~The employee~~ A grievant ~~may at his/her discretion be represented by the union at any step of the grievance procedure.~~ **is entitled to union representation** at any step of the grievance procedure.

7.3 Procedures for Filing Grievances

All grievances must be filed within ~~fifteen (15)~~ **twenty-five (25)** days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance.

7.4 Rules of Arbitration

A. Selection of the Arbitrator - If the union and the employer cannot agree upon an acceptable arbitrator, they shall forward a joint, written request to the ~~Federal Mediation and Conciliation Service~~ **Montana Board of Personnel Appeals** to provide a list of five arbitrators. Each party shall alternately strike a name from the list until only one name remains. The remaining person shall be designated as the arbitrator.

F. Retroactivity - An arbitrator's award may ~~or may not~~ be retroactive as the equities of each case may justify, but in no case shall an award be retroactive to a date earlier than ~~ten days before the date the grievance was initially filed or~~ the date on which the act or omission occurred. ~~whichever is later.~~

# #11 UNION SECURITY

***Delete the current language (grey box below)and substitute with the following, which is the same as the Full-time Faculty contract.***
***BOLD is NEW, straight from Full-time Faculty union contract.***

**PROFESSIONAL DUES; FEES; PAYROLL DEDUCTIONS**

**Dues Deduction Authorized**

**The Administration agrees to deduct from the salaries of Association Members the dues for National Education Association, Montana Education AssociationMEA-MFT, AFT, NEA, and Flathead Valley Community College Education Association as authorized by each Member and as provided by law. It also agrees to deduct from the salaries of those bargaining unit Members who have not joined the Association, the professional representation fees as authorized by each Member and provided by law. The Association President shall verify such authorizations to the Administration as stipulated in 7.3.**

**7.200 Agency Shop**

**Each Member shall be a member of the Association or shall contribute a professional representation fee in lieu thereof to the Association. All Members of the bargaining unit who are not members of the Association and who do not make application for membership within thirty (30) days after the execution hereof, shall as a condition of continued employment, pay to the Association an amount equal to the monthly dues thereof, a professional representation fee as a contribution to the negotiation and administration of this Agreement. Newly-hired Members shall be allowed thirty (30) calendar days after employment in which to comply with this requirement. Any Member who fails to comply with this section shall be discharged by the College within seven (7) calendar days after receipt of certified written notice from the Association indicating nonpayment.**

**7.300 Notification and Transmittal of Monies**

**A. Each fiscal year, the Association President shall deliver to the Human Resources Office a written list of Members who have authorized the College to make deductions from their pay for Association membership dues or professional representation fees and the amounts which are to be deducted for each person each pay period. Deductions shall begin no later than 30 days after the list has been received by Human Resources.**
**B. All remaining unpaid dues or fees shall be deducted from the final paycheck of an Instructor leaving the employment of the College before the end of the school year for any reason excepting death.**
**C. Said monies, together with records of any corrections, shall be transmitted to the appropriate officer of the FVCCEA on a monthly basis and no later than the twentieth (20th) day of the succeeding month.**

*The current language in the Collective Bargaining Agreement.*

A. Beginning the first full term after the ratification of this agreement, each member of the bargaining unit shall be expected to exercise one (1) of the following three (3) options:

1. become a member of the union and pay dues accordingly;
2. pay a representation fee determined by the union in accordance with case law to be the amount required for representation in collective bargaining matters;
3. make a contribution of an amount equal to the representation fee to a charity selected by the union.

As a condition of employment, all potential employees must agree in advance, in writing, to choose one of the three (3) options above. Those employees hired too late to submit advance notice of union participation will have thirty (30) days from the date they sign their contract to select one of the above options.

B. The employer shall deduct union dues, union representation fee, or charity contribution from the wage of each employee who has voluntarily authorized such deduction in writing. The employer shall deliver dues and representation fee monies to the treasurer of the union who shall acknowledge each receipt in writing. No later than September 1 of each year, the union shall notify the employer of the name and mailing address of the treasurer who is to receive dues and representation fee monies and shall certify to the employer what rates are to be in effect for that academic year.

## ADJUNCT FACULTY UNION OFFICERS

**President Pete Hertlein**
phert2mont@gmail.com 406/857-3433
**Vice President Wayne Hammer**
wayne@vizitinc.com 406/871-3777
**Secretary Marita Combs**
pixelpelican@yahoo.com 406/250-7563
**Treasurer Joy Hawley**
joyhawley59@gmail.com 406/261-5200

## FIELD CONSULTANT

**Tom Burgess**
tburgess@mea-mft.org 1-800-398-0836

## GO-TO TEAM

**Stephen Braun**
stephen@wildgriz.net
**Chris Degendhardt**
chrisdmontana@centurytel.net
**Fred Longhart**
longhart@centurytel.net
**Craig Naylor**
craigtnaylor@gmail.com

*A Go-To is a person that anyone can go to and talk about issues that concern union members. The goal is to have Go-Tos in every department and discipline on both campuses to keep union members, officers and field consultant connected and informed. Team membership is informal. On your approval, your name may be published or remain on the referral list only.*

Flathead Valley Community College

MEA-MFT
Public Schools, Public Service

**Federation of Flathead Valley Community College Adjunct Faculty**
**MEA-MFT, AFT, NEA, AFL-CIO**

Tom Burgess

My name is Tom Burgess and I recently transferred into the MEA-MFT Northwest Field Office, replacing Bill Howell. I am writing to encourage you to engage in your local union and work with me to support your local union leadership as they continue to negotiate your wages, benefits, and working conditions with Administration.

I began my career as a local union field consultant in 1991. Since that time, I have represented Montana University Faculty for more than 15 years. The past 7 years I represented faculty on eleven different campuses across the Montana University System. I have extensive experience in Higher Education issues and in representing thousands of professional educators just like you!

Your local union leaders are working very hard to encourage members to become involved in your union, serve your interests, strengthen your ability to work collaboratively amongst each other and with your administration. Truly, a local union is only as strong as its membership.

I hope with my assistance you will consider the benefits and advantages of collective bargaining and work with your local leadership to negotiate a contract that addresses your employment concerns, meets the needs of the employer and the students, and creates a positive, legally protected, and fair atmosphere at FVCC.

Organizing and negotiating a union contract does not have to carry a negative or combative torch. In fact, building a collaborative model with the employer and bargaining a union contract provides opportunity for the employer and the employees to create an even more positive work environment.

I am hoping you and your colleagues will assist me in scheduling a meeting, discussing the pros of an engaged local union membership, and developing a positive approach toward negotiating your union contract.

Please feel free to contact me at tburgess@mea-mft.org or call me at 1-800-398-0836 and we will schedule a meeting soon.

Thank you.

In Solidarity,

Tom

Tom Burgess

**Federation of Flathead Valley Community College Adjunct Faculty,**
**MEA-MFT, AFT, NEA, AFL-CIO**

**Initial Proposal**
March 18, 2015

**ADD: Appropriate state and national affiliate names – MEA-MFT, AFT, NEA, AFL-CIO

**3.4 Information and Data**

1. Upon written request of the union Executive Committee, the employer agrees to furnish the union with a copy of available documents which are public information and not of a privileged, confidential or personal nature such as: the college budget, board agendas and board minutes.

2. It further agrees, within 15 business days after the first pay date of each semester, to provide the union Executive Committee a list of the names of the bargaining unit employees teaching that semester and their projected pay for that semester. The list will include home addresses and phone numbers of said employees. ~~will also be provided if the employee has given that information to the FVCC Human Resources Office and granted HR written authorization to share it with the union.~~ Union entitled to know, consistent w/others Title 39 Duty Fair Rep.

**3.6 Union Security**

**DELETE current contract and substitute the following (same as Full-time contract)**

**PROFESSIONAL DUES; FEES; PAYROLL DEDUCTIONS**

**Dues Deduction Authorized**

The Administration agrees to deduct from the salaries of Association Members the dues for ~~National Education Association, Montana Education Association~~MEA-MFT, AFT, NEA, and Flathead Valley Community College Education Association as authorized by each Member and as provided by law. It also agrees to deduct from the salaries of those bargaining unit Members who have not joined the Association, the professional representation fees as authorized by each Member and provided by law. The Association President shall verify such authorizations to the Administration as stipulated in 7.3.

Addition Amounts Check option union fair, std. fee to represent at MEA-MFT national level (12%)

**7.200 Agency Shop**

Each Member shall be a member of the Association or shall contribute a professional representation fee in lieu thereof to the Association. All Members of the bargaining unit who are not members of the Association and who do not make application for membership within thirty (30) days after the execution hereof, shall as a condition of continued employment, pay to the Association an amount equal to the monthly dues thereof, a professional representation fee as a contribution to the negotiation and administration of this Agreement. Newly-hired Members shall be allowed thirty (30) calendar days after employment in which to comply with this requirement. Any Member who fails to comply with this section shall be discharged by the

College within seven (7) calendar days after receipt of certified written notice from the Association indicating nonpayment.

**7.300 Notification and Transmittal of Monies**

A. Each fiscal year, the Association President shall deliver to the Human Resources Office a written list of Members who have authorized the College to make deductions from their pay for Association membership dues or professional representation fees and the amounts which are to be deducted for each person each pay period. Deductions shall begin no later than 30 days after the list has been received by Human Resources.

B. All remaining unpaid dues or fees shall be deducted from the final paycheck of an Instructor leaving the employment of the College before the end of the school year for any reason excepting death.

C. Said monies, together with records of any corrections, shall be transmitted to the appropriate officer of the FVCCEA on a monthly basis and no later than the twentieth (20th) day of the succeeding month.

**5.5 Rights to Representation**

Employees are entitled to the presence of a representative during an investigatory interview which the employee reasonably believes may result in disciplinary action. Employees may choose their representatives as long as the representative of choice is ~~immediately~~ reasonably available.

5 days > 6 = Cancel
2 wks > 5 = Cancel

Reinstatement 3 days reasonable, 2 weeks not

**5.9 Course Cancellation**

After the receipt of an employment contract, employees shall not have their assignment changed except by mutual agreement unless the class is cancelled because of low enrollments or inadequate funds, or unless the course is reassigned to a full-time faculty member with less than a full-time workload. Typically, a class will not be cancelled until it meets at least one time. Employees are expected to attend the first class meeting unless otherwise notified. Employees who do not receive notification of the cancellation or reassignment of a course due to low enrollment more than seven calendar days before the first class shall receive a stipend of ~~$30.00~~ $250.00. ~~Employees whose course is reassigned to a full-time faculty member shall receive a stipend of $50.00.~~

1 faculty

Course development - pre approval
Advance notice

Make sense financially to run course

**5.10 Evaluation of Employees**

The employer is responsible for the evaluation of bargaining unit employees. Methods of evaluation include but are not limited to student evaluations and administrative evaluations. Employees may request an evaluation at any time; however, the employee must request the evaluation in writing at least three (3) weeks prior to the end of his/her class(es). ~~Evaluations are not subject to the grievance procedure.~~ Employees may request a meeting with the appropriate administrator to discuss their evaluation and such requests will be honored. Evaluations are not subject to the grievance procedure. **(union explanation: no need to have this sentence twice in same section.)**

Margaret 3884
Allowed beyond
No cash out value
Not entitled statutorily
a form of personal leave

**5.13 Tuition Waivers for Employees**
Employees who taught a course for FVCC during the immediat
are teaching during the current semester may enroll in regular c
tuition waived on a space-available basis after all other paying s
to register. Tuition will be waived for the employee during the c
semester or any one semester during the following academic ye

When a member has ~~taught 100 credits cumulatively~~ accumulat
FVCC, spouses and children ~~of adjuncts~~ may enroll in regular co
tuition waiver on a space available basis after all other paying st
to register. ~~and the adjunct faculty members has taught 100 cred~~

Tuition will also be waived for enrollment in designated Continuing Education courses which already have sufficient enrollments to cover the course costs. Tuition waivers for Continuing Education classes do not include workshops or seminars offered through the Business and Professional Development Program.

**5.15 Consideration for Early Childhood Center usage**
Adjunct faculty employees will be included in any consideration given to FVCC employees for use of the Early Childhood Center.

Comprehensive

**6.0 COMPENSATION**
Adjunct pay should be calculated as a percent of full-time salary, as follows:

80% of a full-time faculty base rate of pay divided by 30 and then multiplied by the number of credits assigned. In addition, faculty with advanced degrees will be given a stipend commensurate with full-time faculty in the same discipline. (Union will provide a more comprehensive salary proposal no later than the third bargaining meeting)

New Hire Coming

**6.2 Sick Leave**
Sick leave is a leave of absence with pay resulting from an illness suffered by an employee, immediate family member, spouse/life partner, dependents, parents, grandparents, siblings, and the same relatives of the employee's spouse/life partner in like degree. ~~child(ren)~~. Sick leave may also be used for maternity-related leave. The employer may require a doctor's statement to substantiate the need for sick leave usage. Employees should provide the employer with as much advance notice as possible of the need for sick leave usage and must notify the employer of sick leave usage at least three hours prior to commencement of class. ~~Unused sick leave is lost. It has no cash value and may not accumulate from one semester to another. It is understood that the leave benefits contained herein have been negotiated in lieu of statutory leave benefits.~~ (Sick Leave will remain on books and cashed out upon termination in accordance with MCA Title II.)

Lawful? From statutory termination

Adjunct faculty shall be eligible for sick leave of one hour of sick leave entitlement per semester for each one credit assignment plus one hour per semester per each course taught. Members shall be given an written accounting of accumulated sick leave days at the end of each semester.

Partial

Working 4 out of 6 regular wks.

A member who is not returning the following semester may cash-out their accrued sick leave at 25 percent of the accumulated total. upon written notice.

**6.4 Independent Study, Directed Study, Special Courses** ?

When an employee is asked by the administration to supervise an independent study, directed study or special course, the employee will be compensated on the following basis:

Number of students multiplied by the number of credits multiplied by ~~1/15 of the base (one credit) rate of pay assigned to the class in question.~~ by the current per-credit rate. @ $38 per credit

Current FT

~~Example:~~

~~Number of students multiplied by number of credits multiplied by 1/15 of current rate of pay.~~

It is understood that these ~~activities~~ provisions are intended to compensate an instructor for ~~an activity where~~ course in which the enrollment is deemed to be insufficient~~. the enrollment will be small~~. Ordinarily, if the member volunteers to supervise an independent study or directed study, there will be no compensation. The administration will establish the minimum and maximum number of students allowable for independent study, directed study and special course activities.

**ADD NEW: Development of Distance Education Courses**

**Development of Distance Education Courses**

1. Faculty members who have received prior approval by the Vice President of Instruction and Student Services may enroll in the four credit course *Teaching Online Courses* and the six credit course *Developing Online Courses.* A course will be offered each semester. Faculty will pay fees for enrolling in the course per the provisions of the Collective Bargaining Agreement. Successful completion of the course includes the development or conversion of a face to face course to an online or hybrid course that will become part of the FVCC online course bank. The developed course will be the intellectual property of Flathead Valley Community College. Multiple sections of the course are not eligible for independent funding. Upon approval of the developed course by the E-learning Committee and the Vice-President, the adjunct faculty member will be compensated according to the following schedule:

| **Development of course to online** | | **Conversion of course to/from hybrid** | |
|---|---|---|---|
| 1 credit | $233 | 1 credit | $115 |
| 2 credits | $466 | 2 credits | $233 |
| 3 credits | $700 | 3 credits | $350 |
| 4 credits | $825 | 4 credits | $412 |
| 5+ credits | $950 | 5+ credits | $475 |

2. Adjunct faculty members, with the approval of the Vice-President of Instruction and Student Services, may develop online courses without taking *Teaching Online Courses or Developing Online Courses.* Upon approval of the developed course by the E-Learning

Committee and the Vice-President, the faculty member would be eligible for the stipends listed above.

**3. Definitions:**

"Online course" refers to a class offered over the internet. These classes may have a face-to-face testing component. "Hybrid course" refers to classes that have at least 67% of the course offered over the internet and 33% or less requiring classroom attendance. "ITV courses" refers to courses offered over interactive television.

Teaching via Distance Education

1. Faculty members, who have developed a course or who are interested in teaching a previously developed course from the FVCC online course bank, may enroll in the four credit course *Teaching an Online Course.* Faculty members who successfully complete both *Teaching an Online Course (4 credits)* and *Developing Online Courses (6 credits)* and will receive $1,100 added to their base pay effective the first term the online or hybrid course (of at least 3 credits) is taught.
2. Faculty teaching via ITV for the first time will receive an additional $300. Subsequent teaching via distance ITV will receive no additional compensation beyond the established schedule.
3. Faculty teaching via online for the first time will receive a $500 stipend. Subsequent teaching via online will receive no additional compensation beyond the established schedule.
4. Online, hybrid and ITV courses will count as part of the faculty teaching load in the same manner that face-to-face classes count toward the teaching load.
5. Course enrollment maximums for face-to-face courses will be applied to online and ITV courses.

Deleted

**6.5 Committees** Notice of change

Participation on committees or in college sponsored in-service training, when approved by the Vice President of Educational Services, or his/her designee, will be compensated at the following rates: Note: this rate change will NOT be retroactive, but will be effective as of date of signed agreement.

~~$30.00~~ $50.00 for fewer than two hours;
~~$40.00~~ $75.00 for two or more, but fewer than four hours;
~~$55.00~~ $125.00 for four or more, but fewer than six hours;
~~$70.00~~ $170.00 for six or more hours per day.

15-20 yrs old.

*In any case, adjunct faculty directed to perform committee work will be compensated $25.00 per hour.

In requesting payment for participation on committees or in college sponsored in-service training, a faculty member shall complete and sign a payroll authorization form adopted by the College. The form must be submitted to the Vice President of Educational Services, or his/her designee, monthly for approval before it will be processed for payment by the human resources department. A copy of the completed form shall be provided to the faculty member.

**7.1 Grievance Definition**
A grievance is defined as an allegation ~~by an employee~~ by the union, or a member of the bargaining unit, that there has been a violation or misinterpretation of a provision of this agreement.

Union "owns" the grievance

**7.2 Rules of Grievance Processing**

d. Union Representation: ~~The employee~~ A grievant ~~may at his/her discretion be represented by the union at any step of the grievance procedure.~~ is entitled to union representation at any step of the grievance procedure.

**7.3 Procedures for Filing Grievances**
All grievances must be filed within ~~fifteen (15)~~ twenty-five (25) days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance.

Universally equitable consistency

**7.4 Rules of Arbitration**
**A. Selection of the Arbitrator**
If the union and the employer cannot agree upon an acceptable arbitrator, they shall forward a joint, written request to the ~~Federal Mediation and Conciliation Service~~ Montana Board of Personnel Appeals to provide a list of five arbitrators. Each party shall alternately strike a name from the list until only one name remains. The remaining person shall be designated as the arbitrator.

changes

the

Unlawful? Unenforceable Remedy

**F. Retroactivity**
An arbitrator's award may ~~or may not~~ be retroactive as the equities of each case may justify, but in no case shall an award be retroactive to a date earlier than ~~ten days before the date the grievance was initially filed or~~ the date on which the act or omission occurred. ~~whichever is later.~~

**Super Adjunct positions? What are these? Please provide the union with a list of names, addresses, phone numbers of these folks?**

**The union reserves the right to introduce additional proposals relative to compensation and fringe benefits, course cancelation, and retirement issues.**

8.1. Savings Clause -

- Notification of absence
- Me sick arrangements

**ADJUNCT ACTION NEWSLETTER**
**Keeping Adjunct Faculty Union members informed on issues that affect them.**

*To Members of the Adjunct Faculty Union,*
The Collective Bargaining Agreement that you are teaching under expired June 30, 2014. The CBA is currently under negotiation.
The negotiation team at its first bargaining meeting with FVCC March 18 presented initial proposals contained in this newsletter.
We appreciate your review.

# ADJUNCT ACTION

## KALISPELL & LIBBY CAMPUSES

# FVCC

Flathead Valley Community College

**March 25 Wednesday 11 am - 1 pm AT 144A**
Union negotiation team will be working on:

- more comprehensive salary proposal
- additional proposals relative to compensation, fringe benefits and retirement issues.
- members' feedback on proposals.

Please drop by the meeting if you wish to address a concern, or contact a Union officer, Go-to Team member or the Union Field Representative.

**April 13 Monday 3 pm - 5 pm Location TBA**
Second bargaining meeting with FVCC.

**MARCH 23, 2015**

# #1 PAY RATE

In CBA

Column not in CBA; obtained through college data.

ADJUNCT'S HOURLY RATE based on formula*

| Type of Class | Number of Credits | CURRENT PAY RATE | Hours of Course | Hours worked in 15-wk semester 3 hours/wk times No. of credits times 15 wks, all inclusive * | Hourly Rate Pay Rate divided by Hours worked in a 15-wk semester |
|---|---|---|---|---|---|
| Lecture | 1 | 574.02 | 15 | 45 hours | $12.77 per hour |
| | 2 | 1149.85 | 30 | 90 hours | " |
| | 3 | 1724.77 | 45 | 135 hours | " |
| | 4 | 2299.69 | 60 | 180 hours | " |
| | 5 | 2874.60 | 75 | 225 hours | " |
| Lec/Lab-Rate A 75% Lecture 25% Lab | 1 | 572.15 | n/a | 45 hours | $12.71 per hour |
| | 2 | 1144.29 | n/a | 90 hours | " |
| | 3 | 1716.44 | 45/60 | 135 hours | " |
| | 4 | 2288.60 | 75 | 180 hours | " |
| | 5 | 2860.74 | 105 | 225 hours | " |
| Lec/Lab-Rate B 50% Lecture 50% Lab | 1 | 700.12 | 45 | 45 hours | $15.55 per hour |
| | 2 | 1400.24 | 75 | 90 hours | " |
| | 3 | 2100.36 | 67.5 | 135 hours | " |
| | 4 | 2800.48 | 90 | 180 hours | " |
| | 5 | 3500.60 | n/a | 225 hours | " |
| Lec/Lab-Rate C 25% Lecture 75% Lab | 1 | 762.87 | n/a | 45 hours | $16.95 per hour |
| | 2 | 1525.74 | 75 | 90 hours | " |
| | 3 | 2288.61 | 75-90 | 135 hours | " |
| | 4 | 3051.48 | n/a | 180 hours | " |
| | 5 | 3814.35 | n/a | 225 hours | " |
| Activity/Lab only | 1 | 758.55 | 30 | 45 hours | $16.85 per hour |
| | 2 | 1517.12 | n/a | 90 hours | " |
| | 3 | 2275.68 | 45 | 135 hours | " |
| | 4 | 3034.25 | 180 | 180 hours | " |
| | 5 | 3792.80 | n/a | 225 hours | " |

*FVCC Human Resources' formula (March 4, 2015)*

**30 hours of work per week for 10 credit, all inclusive (or 3 hours of work per week per credit)**
**"All inclusive" means whatever activities an adjunct puts in to conduct a course such as prepping, lecturing, grading, meeting students, etcetera and also means regardless how many actual hours an adjunct puts in, whether less or more than.**



# #1 PAY RATE *(continued)*

***BOLD TEXT is NEW. Union will provide a more comprehensive salary proposal no later than the third bargaining meeting.***

**Adjunct pay should be calculated as a percent of full-time salary, as follows: 80% of a full-time faculty base rate of pay divided by 30 and then multiplied by the number of credits assigned. In addition, faculty with advanced degrees will be given a stipend commensurate with full-time faculty in the same discipline.**

*Example* Full-time professor rate pay $32,423 (Masters degree base pay from expired Full-time 2012 contract) divided by 30 credits (required per year) = $1081 per credit. Subtract 20% (no committee or administrative assignments) = $864 per credit.

# #2 INDEPENDENT STUDY, DIRECTED STUDY, SPECIAL COURSES

***BOLD TEXT is NEW. Strike-throughs are deletions.***

When an employee is asked by the administration to supervise an independent study, directed study or special course, the employee will be compensated on the following basis:
~~Number of students multiplied by the number of credits multiplied by 1/15 of the base (one credit) rate of pay assigned to the class in question. by the current per-credit rate. Example: Number of students multiplied by number of credits multiplied by 1/15 of current rate of pay.~~ **For Directed Study, 1/15 of Full-time professor rate pay divided by 7 multiplied by the number of credits. For Independent Study, 2/3 of Directed Study.**
It is understood that these activities provisions are intended to compensate an instructor for ~~an activity where~~ course in which the enrollment is deemed to be insufficient. ~~the enrollment will be small.~~
**Ordinarily, if the member volunteers to supervise an independent study or directed study, there will be no compensation.** The administration will establish the minimum and maximum number of students allowable for independent study, directed study and special course activities.

*Example* For Directed Study, 1/15 of Full-time professor rate pay (1/15 x $32,423) = $2161 divided by 7 (minimum number of students in a regular class) = $309 per credit. One student for three credits = $927. For Independent Study, 2/3 of $309 = $207 per credit; one student for a three-credit course = $627.

# #3 COURSE CANCELLATION

***BOLD TEXT is NEW. Strike-throughs are deletions.***

After the receipt of an employment contract, employees shall not have their assignment changed except by mutual agreement unless the class is cancelled because of low enrollments or inadequate funds, or unless the course is reassigned to a full-time faculty member with less than a full-time workload. Typically, a class will not be cancelled until it meets at least one time. Employees are expected to attend the first class meeting unless otherwise notified. Employees who do not receive notification of the cancellation **or reassignment** of a course due to low enrollment more than seven calendar days before the first class shall receive a stipend of ~~$30.00~~ **$250.00**. ~~Employees whose course is reassigned to a full-time faculty member shall receive a stipend of $50.00.~~

# #4 COMMITTEES

***BOLD TEXT is NEW. Strike-throughs are deletions.***

Participation on committees or in college sponsored in-service training, when approved by the Vice President of Educational Services, or his/her designee, will be compensated at the following rates: Note: this rate change will NOT be retroactive, but will be effective as of date of signed agreement.
~~$30.00~~ **$50.00** for fewer than two hours;
~~$40.00~~ **$75.00** for two or more, but fewer than four hours;
~~$55.00~~ **$125.00** for four or more, but fewer than six hours;
~~$70.00~~ **$170.00** for six or more hours per day.
**In any case, adjunct faculty directed to performcommittee work will be compensated $25.00 per hour.**

## #5 DEVELOPMENT OF DISTANCE EDUCATION COURSES

***Delete the current language (grey box next page) and substitute with the following, which is the same as the Full-time Faculty contract. BOLD TEXT is NEW, straight from Full-time faculty union contract.***

**1. Faculty members who have received prior approval by the Vice President of Instruction and Student Services may enroll in the four credit course *Teaching Online Courses* and the six credit course *Developing Online Courses*. A course will be offered each semester. Faculty will pay fees for enrolling in the course per the provisions of the Collective Bargaining Agreement. Successful completion of the course includes the development or conversion of a face to face course to an online or hybrid course that will become part of the FVCC online course bank. The developed course will be the intellectual property of Flathead Valley Community College. Multiple sections of the course are not eligible for independent funding. Upon approval of the developed course by the E-learning Committee and the Vice-President, the adjunct faculty member will be compensated according to the following schedule:**

| Development of course to online | | Conversion of course to/from hybrid | |
|---|---|---|---|
| 1 credit | $233 | 1 credit | $115 |
| 2 credits | $466 | 2 credits | $233 |
| 3 credits | $700 | 3 credits | $350 |
| 4 credits | $825 | 4 credits | $412 |
| 5+ credits | $950 | 5+ credits | $475 |

**2. Adjunct faculty members, with the approval of the Vice-President of Instruction and Student Services, may develop online courses without taking *Teaching Online Courses* or *Developing Online Courses*. Upon approval of the developed course by the E-Learning Committee and the Vice-President, the faculty member would be eligible for the stipends listed above.**

**3. Definitions:**

**"Online course" refers to a class offered over the internet. These classes may have a face-to-face testing component. "Hybrid course" refers to classes that have at least 67% of the course offered over the internet and 33% or less requiring classroom attendance. "ITV courses" refers to courses offered over interactive television.**

**Teaching via Distance Education**

**1. Faculty members, who have developed a course or who are interested in teaching a previously developed course from the FVCC online course bank, may enroll in the four credit course *Teaching an Online Course*. Faculty members who successfully complete both *Teaching an Online Course* (4 credits) and *Developing Online Courses* (6 credits) and will receive $1,100 added to their base pay effective the first term the online or hybrid course (of at least 3 credits) is taught.**

**2. Faculty teaching via ITV for the first time will receive an additional $300. Subsequent teaching via distance ITV will receive no additional compensation beyond the established schedule.**

**3. Faculty teaching via online for the first time will receive a $500 stipend. Subsequent teaching via online will receive no additional compensation beyond the established schedule.**

**4. Online, hybrid and ITV courses will count as part of the faculty teaching load in the same manner that face-to-face classes count toward the teaching load.**

**5. Course enrollment maximums for face-to-face courses will be applied to online and ITV courses.**



*The current language in the Collective Bargaining Agreement.*

Development of Distance Education Courses

1. Faculty who have received prior approval by the Vice President may receive funding to develop a new course or adapt an existing course for delivery online. Multiple sections of a course are not eligible for independent funding. Compensation, based on prior authorization and final approval of the product by the Vice President, will be compensated as follows:

| | |
|---|---|
| a. 3 credits | $700 |
| b. 4 credits | $825 |
| c. 5 credits or more | $950 |

2. The College shall provide appropriate, pre-approved training to a faculty member assigned to teach on-line. The training must be completed prior to the beginning of the online course.

Teaching via Distance Education

3. Faculty teaching via distance technology (online or ITV) for the first time will be compensated an additional $300 via ITV or $500 via online. Under this provision, a faculty member may earn a maximum $500 for teaching online, and an additional $300 for teaching ITV. Subsequent teaching via distance technology will receive no additional compensation beyond the established schedule.

4. The teaching of online courses will be compensated on the following basis:

   a. For enrollment of less than 10: number of students multiplied by the number of credits, multiplied by the hourly rate paid for a lecture course.

   b. For enrollments of 10 or more: full course compensation per the established schedule.

   c. Course enrollment for the first time that a faculty member teaches online shall be capped at 25 students. Thereafter, the maximums for face-to-face courses will be applied to online courses.

## #6 TUITION WAIVERS FOR EMPLOYEES *BOLD TEXT is NEW. Strike-throughs are deletions.*

Employees who taught a course for FVCC during the immediately preceding academic year or are teaching during the current semester may enroll in regular college courses at FVCC with tuition waived on a space-available basis after all other paying students have had an opportunity to register. Tuition will be waived for the employee during the current semester, the following semester or any one semester during the following academic year.

When a member has ~~taught 100 credits cumulatively~~ **accumulated 10 semesters of teaching** at FVCC, spouses and children of adjuncts may enroll in regular college courses at FVCC with a tuition waiver on a space available basis after all other paying students have had an opportunity to register. ~~and the adjunct faculty members has taught 100 credits cumulatively~~.

Tuition will also be waived for enrollment in designated Continuing Education courses which already have sufficient enrollments to cover the course costs. Tuition waivers for Continuing Education classes do not include workshops or seminars offered through the Business and Professional Development Program.

## #7 SICK LEAVE

*BOLD TEXT is straight from Full-time Faculty union contract. Strike-throughs are deletions.*
*Sick Leave will remain on books and cashed out upon termination in accordance with MCA Title II.*

**Sick leave is a leave of absence with pay resulting from an illness suffered by an employee, immediate family memb spouse/life partner, dependents, parents, grandparents, siblings, and the same relatives of the employee's spouse/li partner in like degree. ~~child(ren)~~. Sick leave may also be used for maternity-related leave.** The employer may require a doctor's statement to substantiate the need for sick leave usage. Employees should provide the employer with as much advance notice as possible of the need for sick leave usage and must notify the employer of sick leave usage at least three hours prior to commencement of class. ~~Unused sick leave is lost. It has no cash value and may not accumulate from one semester to another. It is understood that the leave benefits contained herein have been negotiated in lieu of statutory leave benefits.~~

**Adjunct faculty shall be eligible for sick leave of one hour of sick leave entitlement per semester for each one credit assignment plus one hour per semester per each course taught. Members shall be given an written accounting of accumulated sick leave days at the end of each semester. A member who is not returning the following semester may cash-out their accrued sick leave at 25 percent of the accumulated total.**

## #8 3.4 INFORMATION AND DATA

*Strike-through are deletions.*

1. Upon written request of the union Executive Committee, the employer agrees to furnish the union with a copy of available documents which are public information and not of a privileged, confidential or personal nature such as: the college budget, board agendas and board minutes.
2. It further agrees, within 15 business days after the first pay date of each semester, to provide the union Executive Committee a list of the names of the bargaining unit employees teaching that semester and their projected pay for that semester. The list will include home addresses and phone numbers of said employees. ~~will also be provided if the employee has given that information to the FVCC Human Resources Office and granted HR written authorization to share it with the union.~~

## #9 RIGHTS TO REPRESENTATION

*Strike-through is a deletion.*

Employees are entitled to the presence of a representative during an investigatory interview which the employee reasonably believes may result in disciplinary action. Employees may choose their representatives as long as the representative of choice is ~~immediately~~ reasonably available.

## #10 GRIEVANCE PROCEDURES

*Bold text is NEW. Strike-throughs are deletions.*

7.1 Grievance Definition

A grievance is defined as an allegation ~~by an employee~~ by the union, or a member of the bargaining unit, that there has been a violation or misinterpretation of a provision of this agreement.

7.2 Rules of Grievance Processing

d. Union Representation: ~~The employee~~ A grievant ~~may at his/her discretion be represented by the union at any step of the grievance procedure.~~ **is entitled to union representation** at any step of the grievance procedure.

7.3 Procedures for Filing Grievances

All grievances must be filed within ~~fifteen (15)~~ **twenty-five (25)** days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance.

7.4 Rules of Arbitration

A. Selection of the Arbitrator - If the union and the employer cannot agree upon an acceptable arbitrator, they shall forward a joint, written request to the ~~Federal Mediation and Conciliation Service~~ **Montana Board of Personnel Appeals** to provide a list of five arbitrators. Each party shall alternately strike a name from the list until only one name remains. The remaining person shall be designated as the arbitrator.

F. Retroactivity - An arbitrator's award may ~~or may not~~ be retroactive as the equities of each case may justify, but in no ca shall an award be retroactive to a date earlier than ~~ten days before the date the grievance was initially filed or~~ the date on which the act or omission occurred. ~~whichever is later.~~



## #11 UNION SECURITY

*Delete the current language (grey box below)and substitute with the following, which is the same as the Full-time Faculty contract.*
*BOLD is NEW, straight from Full-time Faculty union contract.*

**PROFESSIONAL DUES; FEES; PAYROLL DEDUCTIONS**

**Dues Deduction Authorized**

**The Administration agrees to deduct from the salaries of Association Members the dues for National Education Association, Montana Education AssociationMEA-MFT, AFT, NEA, and Flathead Valley Community College Education Association as authorized by each Member and as provided by law. It also agrees to deduct from the salaries of those bargaining unit Members who have not joined the Association, the professional representation fees as authorized by each Member and provided by law. The Association President shall verify such authorizations to the Administration as stipulated in 7.3.**

**7.200 Agency Shop**

**Each Member shall be a member of the Association or shall contribute a professional representation fee in lieu thereof to the Association. All Members of the bargaining unit who are not members of the Association and who do not make application for membership within thirty (30) days after the execution hereof, shall as a condition of continued employment, pay to the Association an amount equal to the monthly dues thereof, a professional representation fee as a contribution to the negotiation and administration of this Agreement. Newly-hired Members shall be allowed thirty (30) calendar days after employment in which to comply with this requirement. Any Member who fails to comply with this section shall be discharged by the College within seven (7) calendar days after receipt of certified written notice from the Association indicating nonpayment.**

**7.300 Notification and Transmittal of Monies**

**A. Each fiscal year, the Association President shall deliver to the Human Resources Office a written list of Members who have authorized the College to make deductions from their pay for Association membership dues or professional representation fees and the amounts which are to be deducted for each person each pay period. Deductions shall begin no later than 30 days after the list has been received by Human Resources.**
**B. All remaining unpaid dues or fees shall be deducted from the final paycheck of an Instructor leaving the employment of the College before the end of the school year for any reason excepting death.**
**C. Said monies, together with records of any corrections, shall be transmitted to the appropriate officer of the FVCCEA on a monthly basis and no later than the twentieth (20th) day of the succeeding month.**

*The current language in the Collective Bargaining Agreement.*

A. Beginning the first full term after the ratification of this agreement, each member of the bargaining unit shall be expected to exercise one (1) of the following three (3) options:

1. become a member of the union and pay dues accordingly;
2. pay a representation fee determined by the union in accordance with case law to be the amount required for representation in collective bargaining matters;
3. make a contribution of an amount equal to the representation fee to a charity selected by the union.

As a condition of employment, all potential employees must agree in advance, in writing, to choose one of the three (3) options above. Those employees hired too late to submit advance notice of union participation will have thirty (30) days from the date they sign their contract to select one of the above options.

B. The employer shall deduct union dues, union representation fee, or charity contribution from the wage of each employee who has voluntarily authorized such deduction in writing. The employer shall deliver dues and representation fee monies to the treasurer of the union who shall acknowledge each receipt in writing. No later than September 1 of each year, the union shall notify the employer of the name and mailing address of the treasurer who is to receive dues and representation fee monies and shall certify to the employer what rates are to be in effect for that academic year.

## ADJUNCT FACULTY UNION OFFICERS

**President Pete Hertlein**
phert2mont@gmail.com 406/857-3433
**Vice President Wayne Hammer**
wayne@vizitinc.com 406/871-3777
**Secretary Marita Combs**
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## FIELD CONSULTANT

**Tom Burgess**
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## GO-TO TEAM

**Stephen Braun**
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**Chris Degendhardt**
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**Fred Longhart**
longhart@centurytel.net
**Craig Naylor**
craigtnaylor@gmail.com

*A Go-To is a person that anyone can go to and talk about issues that concern union members. The goal is to have Go-Tos in every department and discipline on both campuses to keep union members, officers and field consultant connected and informed. Team membership is informal. On your approval, your name may be published or remain on the referral list only.*

Flathead Valley Community College

MEA-MFT
Public Schools, Public Service

**Federation of Flathead Valley Community College Adjunct Faculty**
**MEA-MFT, AFT, NEA, AFL-CIO**

Tom Burgess

My name is Tom Burgess and I recently transferred into the MEA-MFT Northwest Field Office, replacing Bill Howell. I am writing to encourage you to engage in your local union and work with me to support your local union leadership as they continue to negotiate your wages, benefits, and working conditions with Administration.

I began my career as a local union field consultant in 1991. Since that time, I have represented Montana University Faculty for more than 15 years. The past 7 years I represented faculty on eleven different campuses across the Montana University System. I have extensive experience in Higher Education issues and in representing thousands of professional educators just like you!

Your local union leaders are working very hard to encourage members to become involved in your union, serve your interests, strengthen your ability to work collaboratively amongst each other and with your administration. Truly, a local union is only as strong as its membership.

I hope with my assistance you will consider the benefits and advantages of collective bargaining and work with your local leadership to negotiate a contract that addresses your employment concerns, meets the needs of the employer and the students, and creates a positive, legally protected, and fair atmosphere at FVCC.

Organizing and negotiating a union contract does not have to carry a negative or combative torch. In fact, building a collaborative model with the employer and bargaining a union contract provides opportunity for the employer and the employees to create an even more positive work environment.

I am hoping you and your colleagues will assist me in scheduling a meeting, discussing the pros of an engaged local union membership, and developing a positive approach toward negotiating your union contract.

Please feel free to contact me at tburgess@mea-mft.org or call me at 1-800-398-0836 and we will schedule a meeting soon.

Thank you.

In Solidarity,

Tom Burgess

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**FLATHEAD VALLEY COMMUNITY COLLEGE**
**BOARD OF TRUSTEES**

**and the**

**FEDERATION OF FLATHEAD VALLEY COMMUNITY COLLEGE**
**ADJUNCT FACULTY**
**MEA-MFT, AFT, NEA, AFL-CIO**

**~~July 1, 2011 through June 30, 2014~~**

## 1.0 RECOGNITION

### 1.1 Parties to the Agreement

This agreement is entered into by the Board of Trustees of Flathead Valley Community College hereinafter referred to as the employer, and the Federation of Flathead Valley Community College Adjunct Faculty, affiliated with the ~~Montana Federation of Teachers,~~ MEA-MFT, AFT, NEA, AFL-CIO hereinafter referred to as the union.

### 1.2 Recognition

The employer recognizes the union as the sole and exclusive bargaining representative of all employees in the bargaining unit. The term employee as used in this agreement shall mean a member of the bargaining unit. The provisions of this agreement apply only to employees in the bargaining unit.

The union recognizes the Board of Trustees of Flathead Valley Community College as the statutory governing board of Flathead Valley Community College.

### 1.3 Bargaining Unit Definition

The bargaining unit shall include all part-time teaching employees of Flathead Valley Community College excluding the following: early retirees as defined by Board Policy; full-time instructors; continuing education instructors (including Elderhostel and Glacier Institute instructors); contract training instructors; and visiting celebrity instructors with unique skills, reputation or qualifications, such as well known entertainers, authors, business magnates and government and education officials; supervisors; managers (to include all administrative, exempt, and professional employees); and confidential personnel.

### 1.4 Performance by Designee

Any action or responsibility assigned to a specified official or representative may be performed by a designee of such official or representative.

## 2.0 MANAGEMENT RIGHTS

### 2.1 Management Rights

The union and employees recognized the prerogative of the employer, subject to the terms of this agreement, to operate and manage its affairs and determine the structure, policies, and purposes of the College. Employer rights include but are not limited to the following:

1. directing employees;
2. hiring, promoting, transferring, assigning and retaining employees;
3. relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or nonproductive;
4. maintaining the efficiency of the employer's operations;
5. determining the methods, means, job classification, and personnel by which the employer's operations are to be conducted;
6. taking whatever actions may be necessary to carry out the missions of the employer in situations of emergency; and
7. establishing the methods and processes by which work is to be performed. (39-31-303, MCA)

All rights and prerogatives of the employer which are not specifically limited or relinquished by the express language of this agreement shall be retained by the employer.

## 3.0 UNION RIGHTS

### 3.1 Visiting Work Location

Union representatives may contact employees at their work location, but they will not do so during class time nor will they cause the education process to be disrupted.

### 3.2 Use of Facilities

The union may, upon timely request and approval, use a college meeting room during normal operational hours which is unscheduled for other purposes to meet with bargaining unit employees. Union representatives may upon request use an available computer and printer and may use the copy machine, it being understood the union must reimburse the employer for the cost of any copying and the cost of materials and supplies incurred in connection with college equipment use.

### 3.3 Bulletin Boards

The union may use specified bulletin board space for posting union notices, however, no political endorsement or material which reflects negatively on the employer may be posted. Subject to the conditions established by College policy, the Union may use college computers to communicate with bargaining unit members by e-mail.

### 3.4 Information and Data

1. Upon written request of the union Executive Committee, the employer agrees to furnish the union with a copy of available documents which are public information and not of a privileged, confidential or personal nature such as: the college budget, board agendas and board minutes.

~~2.~~ It further agrees, within 15 business days after the first pay date of each semester, to provide the union Executive Committee a list of the names of the bargaining unit employees teaching that semester and their projected pay for that semester. ~~The home addresses and phone numbers of said employees will also be provided if the employee has given that information to the FVCC Human Resources Office and granted HR written authorization to share it with the union.~~ Employees' address and phone number will be provided as available.

~~3.~~2.

~~4.~~3. Voluminous information shall be made available for inspection or will be provided for the cost of copying.

3.5 Use of Campus Mail

Within legal limits, the union shall be permitted to use college mailboxes for distribution of union communications to employees.

3.6 Union Security

A. Beginning the first full term after the ratification of this agreement, each member of the bargaining unit shall be expected to exercise one (1) of the following three (3) options:

1. become a member of the union and pay dues accordingly;
2. pay a representation fee determined by the union in accordance with case law to be the amount required for representation in collective bargaining matters;
3. make a contribution of an amount equal to the representation fee to a charity selected by the union.

As a condition of employment, all potential employees must agree in advance, in writing, to choose one of the three (3) options above. Those employees hired too late to submit advance notice of union participation will have thirty (30) days from the date they sign their contract to select one of the above options.

39-31-207

– Can't deduct w/out authorization forms. Provide to HR first

B. The employer shall deduct union dues, union representation fee, or charity contribution from the wage of each employee who has voluntarily authorized such deduction in writing. The employer shall deliver dues and representation fee monies to the treasurer of the union who shall acknowledge each receipt in writing. No later than September 1 of each year, the union shall notify the employer of the name and mailing address of the treasurer who is to receive dues and representation fee monies and shall certify to the employer what rates are to be in effect for that academic year.

– Large

C. The union will indemnify and hold the employer harmless against any liability, and shall reimburse the employer for any expense which may arise as a result of the

operation of this article.

## 4.0 NO STRIKE

### 4.1 No Strike/No Lockout

There shall be no picketing, strikes, slowdowns, work stoppages or other forms of concerted activity on the part of the union or employees for any reason during the term of this agreement. There shall be no lockout of employees by the employer during the term of this agreement.

## 5.0 EMPLOYEE RIGHTS AND WORKING CONDITIONS

### 5.1 Travel

Employees are eligible for reimbursement of approved travel expenses in accordance with Board Policy.

### 5.2 Payroll Deductions

Upon ~~proper written authorization of an~~ submission of appropriate form, ~~employee,~~ the employer will ~~implement the following optional~~ provide optional payroll deductions for items including, but not limited to up to two checking and/or two savings accounts; optional retirement plans; and other established deductions ~~: Credit unions, savings banks, savings bonds, personal retirement and investment programs, tax-sheltered annuity programs and other deductions~~ approved by the employer. It is understood such payroll deductions are made solely for the employees' convenience and the employer assumes no liability as a result of this courtesy.

### 5.3 Nondiscrimination

Commented [KG1]: Board Policy Chapter 1, Section 50

Flathead Valley Community College provides to all people the equal opportunity for education and employment without regard to race, color, religion, creed, political ideas, sex, gender identity, sexual orientation, age, marital status, veteran's status, service in the uniformed services as defined by state and federal law, physical or mental disability, national origin or ancestry except as authorized by law. Responsibility for effecting equal opportunity accrues to all College administrators, faculty, and staff. This responsibility includes assurance that employment and admission decisions, personnel actions, and administration of benefits to students and employees rests upon criteria that adhere to the principle of equal opportunity. The College prohibits retaliation against a person for bringing a complaint of prohibited discrimination, for assisting someone with a complaint of discrimination, or for participating in any manner in an investigation nor resolution of a complaint of discrimination. ~~Neither the employer, the union, nor any employee shall discriminate on the basis of race, creed, religion, color or national origin or because of~~

~~age, physical or mental handicap, marital status, or sex when the reasonable demands of the position do not require an age, physical or mental handicap, marital status or sex distinction. Violations of this provision are not subject to the grievance procedure. Employees are encouraged to file complaints alleging unlawful discrimination with the EEO/AA Officer prior to pursuing recourses available under state and federal law.~~

We will not discriminate
You pursue outside
waive rights to contract

5.4 Personnel Files

Employees shall each have one official personnel file which shall be open to them except for confidential correspondence connected with initial employment. Employees may rebut, comment on, and clarify any unfavorable item in their file, and any such rebuttal, commentary or clarification shall be attached to the relevant item in the file. Employees may obtain a copy of any material contained in their personnel file. No anonymous material may be placed in official personnel files. No unfavorable material may be placed in an employee's personnel file that does not bear either the signature or initials of the employee or a statement and signature of an employer representative indicating the employee has been shown the material and refused to sign it. The employee's signature does not necessarily mean that the employee agrees with the content, but serves to verify that the employee has seen the document. Evaluations are not considered unfavorable material for purposes of this provision.

5.5 Rights to Representation

Employees are entitled to the presence of a representative during an investigatory interview which the employee reasonably believes may result in disciplinary action. Employees may choose their representatives as long as the representative of choice is ~~immediately~~ available.

~~5.6 Office Hours~~

~~Adjunct faculty are not expected to maintain regular office hours but shall make themselves available before and/or after class or another mutually acceptable time to respond to student questions.~~

why eliminate?

~~5.10~~5.7 Office Space

Office space will be provided, when available.

5.8 Class and Course Assignment

Employees shall receive information concerning their proposed teaching assignment for the next term no later than thirty (30) calendar days prior to the beginning of the term. Employees shall receive a contract formalizing the offer of employment at least twenty-one (21) calendar days prior to the beginning of the term. However, it is recognized that the employer cannot always predict in advance all of the courses which may need to be

← ask Mel ☆

offered through adjunct faculty. Nothing herein precludes the employer from requesting an employee to take on unanticipated assignments without providing the preferred advance notice. Such requests will be made as soon as practical after the employer determines the need for an additional course. The time lines specified above shall be adhered to by the Lincoln County Campus (LCC) to the extent practical but is recognized that additional flexibility is needed at LCC because of its small size and developing nature.

profile?

Curriculum development responsibilities are those related to the goals and objectives stated in the course description form. This would include any revisions to the course description form taught by individual faculty, as well as changes to goals and objectives that are required as a result of institutional effectiveness and/or self-study.

why is this here?

5.9 Course Cancellation

After the receipt of an employment contract, employees shall not have their assignment changed except by mutual agreement unless the class is cancelled because of low enrollments or inadequate funds, or unless the course is reassigned to a full-time faculty member with less than a full-time workload. Typically, a class will not be cancelled until it meets at least one time. Employees are expected to attend the first class meeting unless otherwise notified. Employees who do not receive notification of the cancellation of a course due to low enrollment more than seven calendar days before the first class shall receive a stipend of $30.00. Employees whose course is reassigned to a full-time faculty member shall receive a stipend of $50.00.

No classes with low enrollment (VP determines cut-off) are cancelled 1 week before 1st day of semester.

5.10 Evaluation of Employees

The employer is responsible for the evaluation of bargaining unit employees. Methods of evaluation include but are not limited to student evaluations and administrative evaluations. Employees may request an evaluation at any time; however, the employee must request the evaluation in writing at least three (3) weeks prior to the end of his/her class(es). ~~Evaluations are not subject to the grievance procedure.~~ Employees may request a meeting with the appropriate administrator to discuss their evaluation and such requests will be honored. Evaluations are not subject to the grievance procedure.

why?

5.11 Personal Life

The personal life of an employee is not an appropriate concern of the employer except where off-duty conduct interferes with the employee's performance or the employer's operation or mission.

5.12 Priority Consideration for Application for Full-Time Faculty Positions

After the internal recruiting process for full-time faculty or classified positions has

expired and the vacancy remains unfilled, the College may advertise the position externally. However, the College will not fill a position with an outside applicant before it has considered adjunct faculty applications that are submitted within three working days from the close of the internal recruiting process. The employer may discontinue the search at any point in the recruitment process and leave the vacancy unfilled.

5.13 Tuition Waivers for Employees

Employees who taught a course for FVCC during the immediately preceding academic year or are teaching during the current semester may enroll in ~~regular~~ credit ~~college~~ courses at FVCC with tuition waived on a space-available basis after all other paying students have had an opportunity to register providing said courses do not conflict with academic responsibilities. Tuition will be waived for the employee during the current semester, the following semester or any one semester during the following academic year. ← good

After the adjunct faculty member has taught 100 credits cumulatively, tuition shall be waived for two (2) dependents per academic year (spouse or life partner and/or children) who enroll in Flathead Valley Community College credit courses and designated Continuing Education non-credit classes. ~~Spouses and children of adjuncts may enroll in regular college courses at FVCC with a tuition waiver~~ on a space available basis after all other paying students have had an opportunity to register. ~~and the adjunct faculty members has taught 100 credits cumulatively.~~

Fees that are not mandated by external agencies (i.e. Board of Regents) will be waived if enrolled in at least 15 credit hours in the current semester. Building fees, lab fees and service charges cannot be waived.

~~Tuition will also be waived for enrollment in designated Continuing Education courses which already have sufficient enrollments to cover the course costs. Tuition waivers for Continuing Education classes do not include workshops or seminars offered through the Business and Professional Development Program.~~

5.14 Just Cause

Employees have the right to serve their specified term of appointment and may be disciplined and discharged during that term only for just cause. The term of appointment for adjunct faculty is the length of the class assignment and may not extend beyond ~~one quarter or~~ one semester. It is understood that the canceling of a class because of low enrollments or inadequate funds, or reassigning a course to a full-time instructor to bring full-time instructors up to a full-time teaching load shall not be construed as a violation of this provision.

5.15 Consideration for Early Childhood Center usage.

Adjunct faculty employees will be included in any consideration given to FVCC employees for use of the Early Childhood Center.

5.16 ACADEMIC FREEDOM AND RESPONSIBILITIES

Commented [KG2]: Faculty CBA language

5.1610 Academic Freedom

The College has had a long tradition of, and a deep commitment to, academic freedom. The welfare and strength of the College and society at large depend upon the free search for truth and its free expression. To this end the College shall recognize and protect full freedom of inquiry, teaching, research, discussion, study, publication, and for artists, the creation and exhibition of works of art, without hindrance, restriction, equivocation, and/or Board or Administration reprisal. This right extends to other facets of campus life to include the right as a Member to speak on general education questions.

The parties to this Agreement shall also recognize that each Member is a citizen, and a member of a learned profession as well as an employee of an educational institution. When he/she speaks or writes as a citizen, he/she shall be free from institutional censorship or discipline. When acting as a private citizen, the Member has an obligation to make it clear that he/she speaks, writes, and acts for himself/herself and is not acting as a representative of the College.

5.1620 Academic Responsibility

The Board, the Administration, and the Association agree that accepting and assuming an adjunct faculty position at Flathead Valley Community College includes the following responsibilities:

A. To maintain professional competence and keep personal knowledge current by continuous reading, research, etc.

B. To perform fully and faithfully the duties of college faculty member, to-wit:
   1. To meet faithfully all assigned classes and to make alternative arrangements for the class when absence is unavoidable. Such arrangements shall be reported to the Director of Educational Services
   2. To be available on a regular basis to students for advising and counseling on matters regarding their classroom activities, through adherence to a schedule of regular office hours. Exceptions shall

Optional? - can elect 1 hr / week
- must get DN approval in advance
- must be on syllabus.

Required?

Off hrs are intended as a time when students may meet w/ adj inst. to discuss academics issues + progress.

A, B, C, D - 1 hour per 3 credits of lecture.

E - no office hrs req.

- must be on syllabus
- compensated @ hrly pay rate

be reported to and approved by the Director of Educational Services.

3. To be available on a regular basis to students who have been identified as his or her advisees on matters pertaining to the student's entire curriculum and program of study through adherence to a schedule of regular office hours, consisting of a minimum of five (5) regularly scheduled office hours per week, and five (5) additional hours per week by appointment. Exceptions shall be reported to and approved by the Division Chairperson and the Vice President.
4. To teach each class according to the highest professional standards.
5. To evaluate students and/or award academic credit based on their academic performance professionally judged.
6. To present the subject matter in the course as announced to the students and to teach within the guidelines of the course syllabus.
7. To improve, update, enrich, and revise courses periodically to keep them current.

## 6.0 COMPENSATION

### 6.1 Pay Rates

Pay rates for adjunct faculty during the ~~2011-2013~~ [illegible] with the schedule found on the last pages of this ag[illegible]

No Learning

**Commented [KG3]:** Have never received a sick leave report from an adjunct faculty member.

~~6.2 Sick Leave~~

~~Sick leave is a leave of absence with pay resultin[illegible] employee, his/her spouse or dependent child(rer[illegible] maternity-related leave. The employer may reqe[illegible] the need for sick leave usage. Employees should provide the em[illegible] advance notice as possible of the need for sick-leave usage and must notify the [illegible] of sick leave usage at least three hours prior to commencement of class. Unused sick leave is lost. It has no cash value and may not accumulate from one semester to another. It is understood that the leave benefits contained herein have been negotiated in lieu of statutory leave benefits.~~

~~Adjunct faculty shall be eligible for sick leave of one hour of sick leave entitlement per semester for each one credit assignment plus one hour per semester per each course taught.~~

~~6.3 Leaves of Absence~~

Commented [KG4]: Have never received a leave of absence request from an adjunct faculty member

~~Leaves of absence without pay may be granted employees for reasons such as health, study, travel, service in public office, military service, or service in the Peace Corps or similar organizations. Leaves of absence shall normally not exceed one year. Requests for such leaves shall be made in writing to the Vice President of Educational Services. Employees on an extended leave of absence shall inform the employer at least ninety (90) days prior to the beginning of a term if they desire to be considered for employment for that term. The grant of a leave of absence bestows no right to reemployment.~~

6.4 Independent Study, Directed Study, Special Courses

Commented [KG5]: Faculty CBA language

When a Member is asked by the Vice-President to supervise an independent study, directed study, or special course, he/she will be compensated on the following basis: number of students multiplied by the number of credits multiplied by the current per-credit rate. → $38.32 = hrly rate for lecture class.

It is understood that these provisions are intended to compensate an Instructor for a course in which the enrollment is deemed to be insufficient. Ordinarily, if the Member volunteers to supervise an independent study or directed study, there will be no compensation. The Vice-President will establish the minimum and maximum number of students allowable for independent study, directed study and special course activities.

~~When an employee is asked by the administration to supervise an independent study, directed study or special course, the employee will be compensated on the following basis:~~

~~Number of students multiplied by the number of credits multiplied by 1/15 of the base (one credit) rate of pay assigned to the class in question.~~

~~Example:~~
~~Number of students multiplied by number of credits multiplied by 1/15 of current rate of pay.~~

} same amt, diff. language

~~It is understood that these activities are intended to compensate an instructor for an activity where the enrollment will be small. The administration will establish the minimum and maximum number of students allowable for independent study, directed study and special course activities.~~

6.5 Committees

Participation in not more than five meetings and/or professional development ~~on committees or in college sponsored in-service training~~will be determined at the start of each semester by the Director of Education Services. ~~, when approved by the Vice President of Educational Services, or his/her designee, will be compensated at the~~

~~following rates: Note: this rate change will NOT be retroactive, but will be effective as of date of signed agreement.~~

~~$30.00 for fewer than two hours;~~
~~$40.00for two or more, but fewer than four hours;~~
~~$55.00for four or more, but fewer than six hours;~~
~~$70.00for six or more hours per day.~~

~~In requesting payment for participation on committees or in college sponsored in-service training, a faculty member shall complete and sign a payroll authorization form adopted by the College. The form must be submitted to the Vice President of Educational Services, or his/her designee, monthly for approval before it will be processed for payment by the human resources department. A copy of the completed form shall be provided to the faculty member.~~

6.6 ~~Pay Rates for~~ Distance Education

Commented [KG6]: Faculty CBA language

1. Employees who have received prior approval by the Vice President of Instruction and Student Services may enroll in the four credit course *Teaching Online Courses* and the six credit course *Developing Online Courses*. A course will be offered each semester. Employees will pay fees for enrolling in the course per the provisions of the Collective Bargaining Agreement. Successful completion of the course includes the development or conversion of a face to face course to an online or hybrid course that will become part of the FVCC online course bank. The developed course will be the intellectual property of Flathead Valley Community College. Multiple sections of a course are not eligible for independent funding. Upon approval of the developed course by the E-Learning Committee and the Vice-President, the faculty member will be compensated according to the following schedule:

| **Development of course to online** | | | **Conversion of course to/from hybrid** | |
|---|---|---|---|---|
| 1 credit | $233 | | 1 credit | $115 |
| 2 credits | $466 | | 2 credits | $233 |
| 3 credits | $700 | | 3 credits | $350 |
| 4 credits | $825 | | 4 credits | $412 |
| 5+ credits | $950 | | 5+ credits | $475 |

2. Employees, with approval of the Vice-President of Instruction and Student Services, may develop online courses without taking *Teaching Online Courses or Developing Online Courses*. Upon approval of the developed course by the E-Learning Committee and the Vice-President, the faculty member would be eligible for the stipends as listed above.

3. Definitions:

"Online course" refers to a class offered over the internet. These classes may have a face-to-face testing component. "Hybrid course" refers to classes that have at least 67% of the course offered over the internet and 33% or less requiring classroom attendance. "ITV courses" refers to courses offered over interactive television.

18.800 Teaching via Distance Education

1. Employees, who have developed a course or who are interested in teaching a previously developed course from the FVCC online course bank, may enroll in the four credit course *Teaching an Online Course* with prior approval of the Vice-President of Instruction and Student Services. Employees who successfully complete both *Teaching an Online Course (4 credits)* and *Developing Online Courses (6 credits)* and will receive $1,100 added to their base pay effective the first term the online or hybrid course (of at least 3 credits) is taught.

No Stipend instead?

2. Employees teaching via ITV for the first time will receive an additional $300. Subsequent teaching via distance ITV will receive no additional compensation beyond the established schedule.

3. Employees teaching via online for the first time will receive a $500 stipend. Subsequent teaching via online will receive no additional compensation beyond the established schedule.

4. Online, hybrid and ITV courses will count as part of the faculty teaching load in the same manner that face-to-face classes count toward the teaching load.

5. Course enrollment maximums for face-to-face courses will be applied to online and ITV courses.

~~**Development of Distance Education Courses**~~

~~1. Faculty who have received prior approval by the Vice President may receive funding to develop a new course or adapt an existing course for delivery online. Multiple sections of a course are not eligible for independent funding. Compensation, based on prior authorization and final approval of the product by the Vice President, will be compensated as follows:~~

~~a. 3 credits $700~~
~~b. 4 credits $825~~
~~c. 5 credits or more $950~~

~~2. The College shall provide appropriate, pre-approved training to a faculty member assigned to teach on-line. The training must be completed prior to the beginning of the online course.~~

~~**Teaching via Distance Education**~~

~~3. Faculty teaching via distance technology (online or ITV) for the first time will be compensated an additional $300 via ITV or $500 via online. Under this provision, a faculty member may earn a maximum $500 for teaching online, and an additional $300 for teaching ITV. Subsequent teaching via distance technology will receive no additional compensation beyond the established schedule.~~

~~4. The teaching of online courses will be compensated on the following basis:~~

~~. For enrollment of less than 10: number of students multiplied by the number of credits, multiplied by the hourly rate paid for a lecture course.~~

~~. For enrollments of 10 or more: full course compensation per the established schedule.~~

~~. Course enrollment for the first time that a faculty member teaches online shall be capped at 25 students. Thereafter, the maximums for face-to-face courses will be applied to online courses.~~

## 7.0 GRIEVANCE PROCEDURE

### 7.1 Grievance Definition

A grievance is defined as an allegation by an employee that there has been a violation or misinterpretation of a provision of this agreement.

### 7.2 Rules of Grievance Processing

a. Timeframes: References to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days which are not designated as holidays. Time limits specified herein may be extended by mutual agreement of the parties at that step of the procedure. Any grievance which is not filed or advanced within the time limits provided for herein shall be deemed to have been resolved by the decision at the prior step and is without further recourse. Any grievance not responded to by the employer within the time limits provided may be advanced to the next step of the procedure.
b. Alternative Procedures: The grievance procedure set forth in this agreement is the sole and exclusive remedy for employee complaints unless otherwise expressly provided

herein.

c. Written Grievances: Grievances presented in writing at Steps 2, 3, and 4 shall include the following specific information: a complete statement of the grievance including the facts upon which the grievance is based, dates the alleged grievance occurred and the specific contract provision allegedly violated, names of witnesses having knowledge of relevant facts, and specific remedy requested. The grievance shall be dated and signed by the employee grievant. Copies of relevant documents shall be attached to the grievance. If the required information is not provided, the grievance shall be returned to the employee who shall have ten (10) days to supply the required information or the grievance shall be dismissed as invalid and may not be pursued any further.

d. Union Representation: The employee grievant may at his/her discretion be represented by the union at any step of the grievance procedure.

e. Notification Requirements: Unless otherwise provided, where notice is required to be given, it shall be sufficient:
   - in the case of a Member, for notification to be sent by certified mail to the address on file in the Human Resources Office;
   - in the case of the Union, for notification to be sent by certified mail to the addresses on file in the Human Resources Office for two members of the Adjunct Faculty Union Executive Committee;
   - in the case of the Board, the College or the Administration, for notification to be sent by certified mail to the Office of the President, 777 Grandview Drive, Kalispell, MT 59901

7.3 Procedures for Filing Grievances

All grievances must be filed within fifteen (15) days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance.

Step 1: Any employee may present and discuss any complaint with the Vice President of ~~Educational Services~~Instruction and Student Services, with or without a representative of the union, with the intent of resolving the complaint informally. The Vice President of ~~Educational~~ Instruction and Student Services shall have ten (10) days to respond to the complaint. Any settlement, withdrawal or disposition of a complaint at this informal stage shall not constitute a precedent in the settlement of similar complaints.

Step 2: If a grievance is not resolved informally at Step 1, a formal grievance may be filed with the Vice President of ~~Educational~~ Instruction and Student Services. The formal grievance shall be filed in writing with the Vice President of ~~Educational~~ Instruction and Student Services within ten (10) days from receipt of the Step 1 response. The Vice President of

Educational Services shall conduct a meeting with the employee to discuss resolution of the grievance within ten (10) days following receipt of the grievance. At the meeting, the grievant shall present to the Vice President of Educational Services all information which is pertinent to the grievance and any other available information that the Vice President of Educational Services requests. The Vice President of Educational Services shall issue a written decision to the employee and the union within ten (10) days following the conclusion of this meeting.

Step 3: If the grievance is not resolved at Step 2, then within ten (10) days from receipt of the response from the Vice President of Educational Services, the employee may submit the written grievance to the President of the College who shall issue a written decision to the employee within ten (10) days of receipt of the grievance.

Step 4: If the grievance is not resolved at step 3, then within ten (10) days from receipt of the response from the President, the employee may submit the written grievance to the Board of Trustees of the College. The Board shall issue a written decision to the employee within ten (10) days ~~of~~ after the next scheduled Board meeting after receipt of the grievance.

Step 5: Within ten (10) days after receipt of the Board's response, the union and the employee may file a written request for arbitration with the President. The written request for arbitration must be signed by the grievant and the union president.

7.4 Rules of Arbitration

A. Selection of the Arbitrator
If the union and the employer cannot agree upon an acceptable arbitrator, they shall forward a joint, written request to the ~~Federal Mediation and Conciliation Service~~ Montana Board of Personnel Appeals to provide a list of five arbitrators. Each party shall alternately strike a name from the list until only one name remains. The remaining person shall be designated as the arbitrator.

B. Fees and Expenses
The fees and expenses of the arbitrator shall be divided equally between the employer and the union. Each party shall bear the cost of preparing and presenting its own case. If either party orders a transcript, it shall allow the other party to copy the transcript by paying half the cost of the transcription.

C. Authority of the Arbitrator
The arbitrator shall neither add to, delete from, nor modify the terms of the

agreement. Either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction. The arbitrator shall not have any authority to order any remedy which directly or indirectly grants reemployment beyond the current semester or quarter period. The remedy for any procedural defect resulting from actions or inaction of the employer shall be limited to curing the procedural defect and/or awarding compensatory damages. Within twenty (20) working days of receipt of the arbitrator's written award, either the union or employer shall have the right to initiate an action in the appropriate court for a declaratory judgment precluding enforcement of any arbitration award in the event of the existence of any of the following circumstances:

1. The arbitrator has exceeded his/her authority as circumscribed by this contract.

2. The arbitrator has assumed jurisdiction of matters not arbitrable.

3. The award is contrary to law or the terms of this agreement.

D. Arbitrability
In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act. The arbitrator shall render a decision on any such issue before preceding with the substance of the case. Upon concluding that the arbitrator does not have jurisdiction to act, the arbitrator shall make no decision of the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time. Either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such a review is completed.

E. Effect of Decision
The decision or award of the arbitrator shall be final and binding upon the employer, the grievant, and the union, provided that either party may appeal a decision as provided for in paragraph C of this subsection.

F. Retroactivity
An arbitrator's award may or may not be retroactive as the equities of each case may justify, but in no case shall an award be retroactive to a date earlier than ten days before the date the grievance was initially filed or the date on which the act or omission occurred, whichever is later.

## 8.0 EFFECT OF AGREEMENT

### 8.1 Savings Clause

Should any portion of this agreement be determined unlawful, invalid, or unenforceable

by operation of law or by any tribunal of competent jurisdiction (not to include the Board of Trustees or the Board of Regents), that portion of the agreement declared invalid shall be null and void; however, the rest of the agreement shall remain in full force and effect. Upon request of either party, negotiations regarding the portion of the agreement declared invalid shall commence at a mutually agreeable time.

8.2 Interim Amendment

Except as provided for in Section 8.1 each party hereby waives their right to insist that the other party bargain collectively during the life of this agreement with respect to any questions of wages, hours, fringe benefits, or other conditions of employment. This is the sole and complete agreement between the parties and supersedes any previous agreements, understandings, policies, and practices, oral or written, express or implied.

8.3 Changes in Agreement

Changes to this agreement may be negotiated at any time only upon mutual agreement of the parties to this agreement. Any agreed to changes shall be made effective upon any date agreed upon by both parties and shall expire upon the expiration of this agreement.

## 9.0 TERM OF AGREEMENT

9.1 Duration

This agreement shall be in effect from ~~July 1, 2011~~ and shall continue until and including ~~June 30, 2014~~, and shall be considered to be renewed from year to year thereafter unless either party to this agreement notifies the other in writing of its intent to modify or terminate the agreement. Negotiations for a subsequent agreement shall begin on a mutually agreeable date. ~~The parties further agree that the contract shall be open beginning on March 1, 2013 for negotiations on salary and tuition waivers for the FY 2014 fiscal year.~~

**For the Employer:**

_____

Jane A. Karas, President Date

_____

Board Chair Date

**For the Union:**

_____
Date

_____
Date

**ADDENDUM A**

**Adjunct Faculty**
**Pay Rates for FY 2012**
**Effective July 1, 2011**
**(This matrix was created by adding 2.% to the FY 11 matrix.)**

| Type of Class | Number of Credits | Rate of Pay |
|---|---|---|
| Lecture | 1 | 558.17 |
| | 2 | 1116.36 |
| | 3 | 1674.53 |
| | 4 | 2232.71 |
| | 5 | 2790.87 |

| Type of Class | Number of Credits | Rate of Pay |
|---|---|---|
| Lec/Lab-Rate A (75% Lecture/ 25% Lab) | 1 | 555.48 |
| | 2 | 1110.96 |
| | 3 | 1666.45 |
| | 4 | 2221.94 |
| | 5 | 2777.42 |

| Type of Class | Number of Credits | Rate of Pay |
|---|---|---|
| Lec/Lab-Rate B (50% Lecture/ 50% Lab) | 1 | 679.73 |
| | 2 | 1359.46 |
| | 3 | 2039.18 |
| | 4 | 2718.91 |
| | 5 | 3398.64 |

| Type of Class | Number of Credits | Rate of Pay |
|---|---|---|
| Lec/Lab-RateC (25% Lecture/ 75% Lab) | 1 | 740.65 |
| | 2 | 1481.31 |
| | 3 | 2221.95 |
| | 4 | 2962.60 |
| | 5 | 3703.25 |

| Type of Class | Number of Credits | Rate of Pay |
|---|---|---|
| Activity/Lab only | 1 | 736.46 |
| | 2 | 1472.93 |
| | 3 | 2209.40 |
| | 4 | 2945.87 |
| | 5 | 3682.33 |

**ADDENDUM A**

**Adjunct Faculty**
**Pay Rates for FY 2013**
**Effective July 1, 2012**
**(This matrix was created by adding 3.% to the FY 12 matrix.)**

| Type of Class | Number of Credits | Rate of Pay |
|---|---|---|
| Lecture | 1 | 574.92 |
| | 2 | 1149.85 |
| | 3 | 1724.77 |
| | 4 | 2299.69 |
| | 5 | 2874.60 |

| Type of Class | Number of Credits | Rate of Pay |
|---|---|---|
| Lec/Lab-Rate A | 1 | 572.15 |
| (75% Lecture/ | 2 | 1144.29 |
| 25% Lab) | 3 | 1716.44 |
| | 4 | 2288.60 |
| | 5 | 2860.74 |

| Type of Class | Number of Credits | Rate of Pay |
|---|---|---|
| Lec/Lab-Rate B | 1 | 700.12 |
| (50% Lecture/ | 2 | 1400.24 |
| 50% Lab) | 3 | 2100.36 |
| | 4 | 2800.48 |
| | 5 | 3500.60 |

| Type of Class | Number of Credits | Rate of Pay |
|---|---|---|
| Lec/Lab-RateC | 1 | 762.87 |
| (25% Lecture/ | 2 | 1525.74 |
| 75% Lab) | 3 | 2288.61 |
| | 4 | 3051.48 |
| | 5 | 3814.35 |

| Type of Class | Number of Credits | Rate of Pay |
|---|---|---|
| Activity/Lab only | 1 | 758.55 |
| | 2 | 1517.12 |
| | 3 | 2275.68 |
| | 4 | 3034.25 |
| | 5 | 3792.80 |

| | | | | | | | 2016-17 | | | | 2017-18 | | | | 2018-19 | | | | Total cost summary | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Fall | Type | Credits | Semester Lecture Hours | Semester Lab Hours | LHE | # of classes | Current Pay | $40/LHE | increase per class | total increase | % increase | $41/LHE | increase per class | total increase | % increase | $42/LHE | increase per class | total increase | % increase | current | 16-17 | 17-18 | 18-19 |
| | A (129) | 1 | 15 | | 15 | 11 | $ 574.92 | $ 600.00 | $ 25.08 | $ 275.88 | 4.4% | $ 615.00 | $ 15.00 | $ 165.00 | 2.5% | $ 630.00 | $ 15.00 | $ 165.00 | 2.4% | $ 6,324.12 | $ 6,600.00 | $ 6,765.00 | $ 6,930.00 |
| | | 2 | 30 | | 30 | 13 | $ 1,149.84 | $ 1,200.00 | $ 50.16 | $ 652.08 | 4.4% | $ 1,230.00 | $ 30.00 | $ 390.00 | 2.5% | $ 1,260.00 | $ 30.00 | $ 390.00 | 2.4% | $ 14,947.92 | $ 15,600.00 | $ 15,990.00 | $ 16,380.00 |
| | | 3 | 45 | | 45 | 102 | $ 1,724.76 | $ 1,800.00 | $ 75.24 | $ 7,674.48 | 4.4% | $ 1,845.00 | $ 45.00 | $ 4,590.00 | 2.5% | $ 1,890.00 | $ 45.00 | $ 4,590.00 | 2.4% | $ 175,925.52 | $ 183,600.00 | $ 188,190.00 | $ 192,780.00 |
| | | 4 | 60 | | 60 | 26 | $ 2,299.68 | $ 2,400.00 | $ 100.32 | $ 2,608.32 | 4.4% | $ 2,460.00 | $ 60.00 | $ 1,560.00 | 2.5% | $ 2,520.00 | $ 60.00 | $ 1,560.00 | 2.4% | $ 59,791.68 | $ 62,400.00 | $ 63,960.00 | $ 65,520.00 |
| | | 5 | 75 | | 75 | 3 | $ 2,874.60 | $ 3,000.00 | $ 125.40 | $ 376.20 | 4.4% | $ 3,075.00 | $ 75.00 | $ 225.00 | 2.5% | $ 3,150.00 | $ 75.00 | $ 225.00 | 2.4% | $ 8,623.80 | $ 9,000.00 | $ 9,225.00 | $ 9,450.00 |
| | B (43) | 3 | 30 | 30 | 52.5 | 13 | $ 1,716.44 | $ 2,100.00 | $ 383.56 | $ 4,986.28 | 22.3% | $ 2,152.50 | $ 52.50 | $ 682.50 | 2.5% | $ 2,205.00 | $ 52.50 | $ 682.50 | 2.4% | $ 22,313.72 | $ 27,300.00 | $ 27,982.50 | $ 28,665.00 |
| | | 4 | 45 | 30 | 67.5 | 19 | $ 2,288.60 | $ 2,700.00 | $ 411.40 | $ 7,816.60 | 18.0% | $ 2,767.50 | $ 67.50 | $ 1,282.50 | 2.5% | $ 2,835.00 | $ 67.50 | $ 1,282.50 | 2.4% | $ 43,483.40 | $ 51,300.00 | $ 52,582.50 | $ 53,865.00 |
| | | 5 | 45 | 60 | 90 | 2 | $ 2,860.74 | $ 3,600.00 | $ 739.26 | $ 1,478.52 | 25.8% | $ 3,690.00 | $ 90.00 | $ 180.00 | 2.5% | $ 3,780.00 | $ 90.00 | $ 180.00 | 2.4% | $ 5,721.48 | $ 7,200.00 | $ 7,380.00 | $ 7,560.00 |
| | | 5 | 60 | 30 | 82.5 | 2 | $ 2,860.74 | $ 3,300.00 | $ 439.26 | $ 878.52 | 15.4% | $ 3,382.50 | $ 82.50 | $ 165.00 | 2.5% | $ 3,465.00 | $ 82.50 | $ 165.00 | 2.4% | $ 5,721.48 | $ 6,600.00 | $ 6,765.00 | $ 6,930.00 |
| | C (12) | 1 | 7.5 | 15 | 18.75 | 3 | $ 700.12 | $ 750.00 | $ 49.88 | $ 149.64 | 7.1% | $ 768.75 | $ 18.75 | $ 56.25 | 2.5% | $ 787.50 | $ 18.75 | $ 56.25 | 2.4% | $ 2,100.36 | $ 2,250.00 | $ 2,306.25 | $ 2,362.50 |
| | | 2 | 15 | 30 | 37.5 | 3 | $ 1,400.24 | $ 1,500.00 | $ 99.76 | $ 299.28 | 7.1% | $ 1,537.50 | $ 37.50 | $ 112.50 | 2.5% | $ 1,575.00 | $ 37.50 | $ 112.50 | 2.4% | $ 4,200.72 | $ 4,500.00 | $ 4,612.50 | $ 4,725.00 |
| | | 3 | 22.5 | 45 | 56.25 | 0 | $ 2,100.36 | $ 2,250.00 | $ 149.64 | $ - | 7.1% | $ 2,306.25 | $ 56.25 | $ - | 2.5% | $ 2,362.50 | $ 56.25 | $ - | 2.4% | $ - | $ - | $ - | $ - |
| | | 4 | 30 | 60 | 75 | 2 | $ 2,800.48 | $ 3,000.00 | $ 199.52 | $ 399.04 | 7.1% | $ 3,075.00 | $ 75.00 | $ 150.00 | 2.5% | $ 3,150.00 | $ 75.00 | $ 150.00 | 2.4% | $ 5,600.96 | $ 6,000.00 | $ 6,150.00 | $ 6,300.00 |
| | D (16) | 2 | 7.5 | 45 | 41.25 | 0 | $ 1,525.74 | $ 1,650.00 | $ 124.26 | $ - | 8.1% | $ 1,691.25 | $ 41.25 | $ - | 2.5% | $ 1,732.50 | $ 41.25 | $ - | 2.4% | $ - | $ - | $ - | $ - |
| | | 3 | 15 | 60 | 60 | 9 | $ 2,288.61 | $ 2,400.00 | $ 111.39 | $ 1,002.51 | 4.9% | $ 2,460.00 | $ 60.00 | $ 540.00 | 2.5% | $ 2,520.00 | $ 60.00 | $ 540.00 | 2.4% | $ 20,597.49 | $ 21,600.00 | $ 22,140.00 | $ 22,680.00 |
| | | 5 | 15 | 90 | 82.5 | 3 | $ 3,051.48 | $ 3,300.00 | $ 248.52 | $ 745.56 | 8.1% | $ 3,382.50 | $ 82.50 | $ 247.50 | 2.5% | $ 3,465.00 | $ 82.50 | $ 247.50 | 2.4% | $ 9,154.44 | $ 9,900.00 | $ 10,147.50 | $ 10,395.00 |
| | | 5 | 30 | 90 | 97.5 | 2 | $ 3,814.25 | $ 3,900.00 | $ 85.75 | $ 171.50 | 2.2% | $ 3,997.50 | $ 97.50 | $ 195.00 | 2.5% | $ 4,095.00 | $ 97.50 | $ 195.00 | 2.4% | $ 7,628.50 | $ 7,800.00 | $ 7,995.00 | $ 8,190.00 |
| | E (31) | 1 | 0 | 30 | 22.5 | 21 | $ 758.55 | $ 900.00 | $ 141.45 | $ 2,970.45 | 18.6% | $ 922.50 | $ 22.50 | $ 472.50 | 2.5% | $ 945.00 | $ 22.50 | $ 472.50 | 2.4% | $ 15,929.55 | $ 18,900.00 | $ 19,372.50 | $ 19,845.00 |
| | | 2.25 | 0 | 67.5 | 50.625 | 0 | $ 1,706.76 | $ 2,025.00 | $ 318.24 | $ - | 18.6% | $ 2,075.63 | $ 50.63 | $ - | 2.5% | $ 2,126.25 | $ 50.63 | $ - | 2.4% | $ - | $ - | $ - | $ - |
| | | 3 | 0 | 90 | 67.5 | 0 | $ 2,275.68 | $ 2,700.00 | $ 424.32 | $ - | 18.6% | $ 2,767.50 | $ 67.50 | $ - | 2.5% | $ 2,835.00 | $ 67.50 | $ - | 2.4% | $ - | $ - | $ - | $ - |
| | Total Fall | | | | | | | | | $ 32,484.86 | | | | $ 11,013.75 | | | | $ 11,013.75 | | $ 408,065.14 | $ 440,550.00 | $ 451,563.75 | $ 462,577.50 |

| Spring | Type | Credits | Semester Lecture Hours | Semester Lab Hours | LHE | # of classes | Current Pay | $40/LHE | increase per class | total increase | % increase | $41/LHE | increase per class | total increase | % increase | $41/LHE | increase per class | total increase | % increase | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | A (129) | 1 | 15 | | 15 | 10 | $ 574.92 | $ 600.00 | $ 25.08 | $ 250.80 | 4.4% | $ 615.00 | $ 15.00 | $ 150.00 | 2.5% | $ 630.00 | $ 15.00 | $ 150.00 | 2.4% | $ 5,749.20 | $ 6,000.00 | $ 6,150.00 | $ 6,300.00 |
| | | 2 | 30 | | 30 | 13 | $ 1,149.84 | $ 1,200.00 | $ 50.16 | $ 652.08 | 4.4% | $ 1,230.00 | $ 30.00 | $ 390.00 | 2.5% | $ 1,260.00 | $ 30.00 | $ 390.00 | 2.4% | $ 14,947.92 | $ 15,600.00 | $ 15,990.00 | $ 16,380.00 |
| | | 3 | 45 | | 45 | 83 | $ 1,724.76 | $ 1,800.00 | $ 75.24 | $ 6,244.92 | 4.4% | $ 1,845.00 | $ 45.00 | $ 3,735.00 | 2.5% | $ 1,890.00 | $ 45.00 | $ 3,735.00 | 2.4% | $ 143,155.08 | $ 149,400.00 | $ 153,135.00 | $ 156,870.00 |
| | | 4 | 60 | | 60 | 21 | $ 2,299.68 | $ 2,400.00 | $ 100.32 | $ 2,106.72 | 4.4% | $ 2,460.00 | $ 60.00 | $ 1,260.00 | 2.5% | $ 2,520.00 | $ 60.00 | $ 1,260.00 | 2.4% | $ 48,293.28 | $ 50,400.00 | $ 51,660.00 | $ 52,920.00 |
| | | 5 | 75 | | 75 | 2 | $ 2,874.60 | $ 3,000.00 | $ 125.40 | $ 250.80 | 4.4% | $ 3,075.00 | $ 75.00 | $ 150.00 | 2.5% | $ 3,150.00 | $ 75.00 | $ 150.00 | 2.4% | $ 5,749.20 | $ 6,000.00 | $ 6,150.00 | $ 6,300.00 |
| | B (43) | 3 | 30 | 30 | 52.5 | 21 | $ 1,716.44 | $ 2,100.00 | $ 383.56 | $ 8,054.76 | 22.3% | $ 2,152.50 | $ 52.50 | $ 1,102.50 | 2.5% | $ 2,205.00 | $ 52.50 | $ 1,102.50 | 2.4% | $ 36,045.24 | $ 44,100.00 | $ 45,202.50 | $ 46,305.00 |
| | | 4 | 45 | 30 | 67.5 | 17 | $ 2,288.60 | $ 2,700.00 | $ 411.40 | $ 6,993.80 | 18.0% | $ 2,767.50 | $ 67.50 | $ 1,147.50 | 2.5% | $ 2,835.00 | $ 67.50 | $ 1,147.50 | 2.4% | $ 38,906.20 | $ 45,900.00 | $ 47,047.50 | $ 48,195.00 |
| | | 5 | 45 | 60 | 90 | 4 | $ 2,860.74 | $ 3,600.00 | $ 739.26 | $ 2,957.04 | 25.8% | $ 3,690.00 | $ 90.00 | $ 360.00 | 2.5% | $ 3,780.00 | $ 90.00 | $ 360.00 | 2.4% | $ 11,442.96 | $ 14,400.00 | $ 14,760.00 | $ 15,120.00 |
| | | 5 | 60 | 30 | 82.5 | 1 | $ 2,860.74 | $ 3,300.00 | $ 439.26 | $ 439.26 | 15.4% | $ 3,382.50 | $ 82.50 | $ 82.50 | 2.5% | $ 3,465.00 | $ 82.50 | $ 82.50 | 2.4% | $ 2,860.74 | $ 3,300.00 | $ 3,382.50 | $ 3,465.00 |
| | C (12) | 1 | 7.5 | 15 | 18.75 | 5 | $ 700.12 | $ 750.00 | $ 49.88 | $ 249.40 | 7.1% | $ 768.75 | $ 18.75 | $ 93.75 | 2.5% | $ 787.50 | $ 18.75 | $ 93.75 | 2.4% | $ 3,500.60 | $ 3,750.00 | $ 3,843.75 | $ 3,937.50 |
| | | 2 | 15 | 30 | 37.5 | 2 | $ 1,400.24 | $ 1,500.00 | $ 99.76 | $ 199.52 | 7.1% | $ 1,537.50 | $ 37.50 | $ 75.00 | 2.5% | $ 1,575.00 | $ 37.50 | $ 75.00 | 2.4% | $ 2,800.48 | $ 3,000.00 | $ 3,075.00 | $ 3,150.00 |
| | | 3 | 22.5 | 45 | 56.25 | 2 | $ 2,100.36 | $ 2,250.00 | $ 149.64 | $ 299.28 | 7.1% | $ 2,306.25 | $ 56.25 | $ 112.50 | 2.5% | $ 2,362.50 | $ 56.25 | $ 112.50 | 2.4% | $ 4,200.72 | $ 4,500.00 | $ 4,612.50 | $ 4,725.00 |
| | | 4 | 30 | 60 | 75 | 2 | $ 2,800.48 | $ 3,000.00 | $ 199.52 | $ 399.04 | 7.1% | $ 3,075.00 | $ 75.00 | $ 150.00 | 2.5% | $ 3,150.00 | $ 75.00 | $ 150.00 | 2.4% | $ 5,600.96 | $ 6,000.00 | $ 6,150.00 | $ 6,300.00 |
| | D (16) | 2 | 7.5 | 45 | 41.25 | 1 | $ 1,525.74 | $ 1,650.00 | $ 124.26 | $ 124.26 | 8.1% | $ 1,691.25 | $ 41.25 | $ 41.25 | 2.5% | $ 1,732.50 | $ 41.25 | $ 41.25 | 2.4% | $ 1,525.74 | $ 1,650.00 | $ 1,691.25 | $ 1,732.50 |
| | | 3 | 15 | 60 | 60 | 12 | $ 2,288.61 | $ 2,400.00 | $ 111.39 | $ 1,336.68 | 4.9% | $ 2,460.00 | $ 60.00 | $ 720.00 | 2.5% | $ 2,520.00 | $ 60.00 | $ 720.00 | 2.4% | $ 27,463.32 | $ 28,800.00 | $ 29,520.00 | $ 30,240.00 |
| | | 4 | 15 | 90 | 82.5 | 1 | $ 3,051.48 | $ 3,300.00 | $ 248.52 | $ 248.52 | 8.1% | $ 3,382.50 | $ 82.50 | $ 82.50 | 2.5% | $ 3,465.00 | $ 82.50 | $ 82.50 | 2.4% | $ 3,051.48 | $ 3,300.00 | $ 3,382.50 | $ 3,465.00 |
| | | 5 | 30 | 90 | 97.5 | 2 | $ 3,814.25 | $ 3,900.00 | $ 85.75 | $ 171.50 | 2.2% | $ 3,997.50 | $ 97.50 | $ 195.00 | 2.5% | $ 4,095.00 | $ 97.50 | $ 195.00 | 2.4% | $ 7,628.50 | $ 7,800.00 | $ 7,995.00 | $ 8,190.00 |
| | E (31) | 1 | 0 | 30 | 22.5 | 27 | $ 758.55 | $ 900.00 | $ 141.45 | $ 3,819.15 | 18.6% | $ 922.50 | $ 22.50 | $ 607.50 | 2.5% | $ 945.00 | $ 22.50 | $ 607.50 | 2.4% | $ 20,480.85 | $ 24,300.00 | $ 24,907.50 | $ 25,515.00 |
| | | 2.25 | 0 | 67.5 | 50.625 | 3 | $ 1,706.76 | $ 2,025.00 | $ 318.24 | $ 954.72 | 18.6% | $ 2,075.63 | $ 50.63 | $ 151.88 | 2.5% | $ 2,126.25 | $ 50.63 | $ 151.88 | 2.4% | $ 5,120.28 | $ 6,075.00 | $ 6,226.88 | $ 6,378.75 |
| | | 3 | 0 | 90 | 67.5 | 1 | $ 2,275.68 | $ 2,700.00 | $ 424.32 | $ 424.32 | 18.6% | $ 2,767.50 | $ 67.50 | $ 67.50 | 2.5% | $ 2,835.00 | $ 67.50 | $ 67.50 | 2.4% | $ 2,275.68 | $ 2,700.00 | $ 2,767.50 | $ 2,835.00 |
| | Total Spring | | | | | 230 | | | | $ 36,176.57 | 9.5% | | | $ 10,674.38 | 2.5% | | | $ 10,674.38 | 2.4% | $ 390,798.43 | $ 426,975.00 | $ 437,649.38 | $ 448,323.75 |
| | | | | | | | | | | | average | | | | average | | | | Average | | | | |
| | Total Year | | | | | | | | | $ 68,661.43 | | | | $ 21,688.13 | | | | $ 21,688.13 | | $ 798,863.57 | $ 867,525.00 | $ 889,213.13 | $ 910,901.25 |
| | With benefits | | $ 121,000.69 | | | | | | | $ 74,154.34 | | | | $ 23,423.18 | | | | $ 23,423.18 | | | | | |

Based on Fall 2014 - current total cost $402, 689.17

**Adjunct Proposal**

| Year 1 | LEVEL I | LEVEL II | LEVEL III |
|---|---|---|---|
| Academic | Bachelors | Masters | PhD/JD/EdD/MFA |
| Non-Transfer | AAS +3 yrs exp | Bachelors+15 graduate credits OR Masters | PhD |
| Vocational/ Activities | HS + 10 yrs exp. OR AAS +3 yrs exp | Bachelors+15 graduate credits OR Masters | PhD |
| Nursing (licensure required) | AAS+3 | Bachelors | Masters |
| STEP | | 1.02075 | 1.02085 |
| 1 | $743.00 | $758.42 | $774.23 |
| 2 | $753.00 | $768.42 | $784.23 |
| 3 | $763.00 | $778.42 | $794.23 |
| 4 | $773.00 | $788.42 | $804.23 |
| Experience - Full time equivalency in area of subject matter<br>Step - 36 credits taught at FVCC. Move on July 1 each year | | | |

| Year 2 | LEVEL I | LEVEL II | LEVEL III |
|---|---|---|---|
| Academic | Bachelors | Masters | PhD/JD/EdD/MFA |
| Non-Transfer | AAS +3 yrs exp | Bachelors+15 graduate credits OR Masters | PhD |
| Vocational/Activities | HS + 10 yrs exp. OR AAS +3 yrs exp | Bachelors+15 graduate credits OR Masters | PhD |
| Nursing (licensure required) | AAS+3 | Bachelors | Masters |
| STEP | | | |
| 1 | $813.00 | $828.42 | $844.23 |
| 2 | $823.00 | $838.42 | $854.23 |
| 3 | $833.00 | $848.42 | $864.23 |
| 4 | $843.00 | $858.42 | $874.23 |
| Experience - Full time equivalency in area of subject matter<br>Step - 36 credits taught at FVCC. Move on July 1 each year | | | |

| Year 3 | LEVEL I | LEVEL II | LEVEL III |
|---|---|---|---|
| Academic | Bachelors | Masters | PhD/JD/EdD/MFA |
| Non-Transfer | AAS +3 yrs exp | Bachelors+15 graduate credits OR Masters | PhD |
| Vocational/Activities | HS + 10 yrs exp. OR AAS +3 yrs exp | Bachelors+15 graduate credits OR Masters | PhD |
| Nursing (licensure required) | AAS+3 | Bachelors | Masters |
| STEP | | 1.018 | 1.018 |
| 1 | $883.00 | $898.42 | $914.23 |
| 2 | $893.00 | $908.42 | $924.23 |
| 3 | $903.00 | $918.42 | $934.23 |
| 4 | $913.00 | $928.42 | $944.23 |
| Experience - Full time equivalency in area of subject matter<br>Step - 36 credits taught at FVCC. Move on July 1 each year | | | |

Adjunct Credits in each Category $402,689.17

| | | |
|---|---|---|
| 30 | 20 | 20 |
| 50 | 80 | 20 |
| 70 | 110 | 50 |
| 60 | 120 | 40 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Cost By Category | $22,290.00 | $15,168.35 | $15,484.60 | $24,390.00 | $16,568.35 | $16,884.60 | $26,490.00 | $17,968.35 | $18,284.60 |
| | $37,650.00 | $61,473.38 | $15,684.60 | $41,150.00 | $67,073.38 | $17,084.60 | $44,650.00 | $72,673.38 | $18,484.60 |
| | $53,410.00 | $85,625.90 | $39,711.51 | $58,310.00 | $93,325.90 | $43,211.51 | $63,210.00 | $101,025.90 | $46,711.51 |
| | $46,380.00 | $94,610.07 | $32,169.21 | $50,580.00 | $103,010.07 | $34,969.21 | $54,780.00 | $111,410.07 | $37,769.21 |
| Total Cost | $519,657.62 | | | $566,557.62 | | | $613,457.62 | | |
| Increase | $116,968.45 | 2.3 x higher than budget allows | | $46,900.00 | | | $46,900.00 | | |
| % increase | 29.05% | | | 9.03% | | | 8.28% | | |

Projected total increase over three years - $421,536.91

Counter proposal - Agree that Level 1 Adjunct with Terminal Degree Equates to 0.6 Full-time Minimum Salary

**Based on Fall 2014 - current total cost $402, 689.17**

| Year 1 | LEVEL I | LEVEL II | LEVEL III |
|---|---|---|---|
| Academic | Bachelors | Masters | PhD/JD/EdD/MFA |
| Non-Transfer | AAS +3 yrs exp | Bachelors+15 graduate credits OR Masters | PhD |
| Vocational/ Activities | HS + 10 yrs exp. OR AAS +3 yrs exp | Bachelors+15 graduate credits OR Masters | PhD |
| Nursing (licensure required) | AAS+3 | Bachelors | Masters |
| STEP | | 1.0205 | 1.0205 |
| 1 | $650.23 | $663.56 | $677.16 |
| 2 | $659.83 | $673.36 | $687.16 |
| 3 | $669.43 | $683.16 | $697.16 |
| 4 | $679.03 | $692.95 | $707.16 |

Experience - Full time equivalency in area of subject matter
Step - 36 credits taught at FVCC. Move on July 1 each year

| Year 2 | LEVEL I | LEVEL II | LEVEL III |
|---|---|---|---|
| Academic | Bachelors | Masters | PhD/JD/EdD/MFA |
| Non-Transfer | AAS +3 yrs exp | Bachelors+15 graduate credits OR Masters | PhD |
| Vocational/Activities | HS + 10 yrs exp. OR AAS +3 yrs exp | Bachelors+15 graduate credits OR Masters | PhD |
| Nursing (licensure required) | AAS+3 | Bachelors | Masters |
| STEP | | 1.0205 | 1.0205 |
| 1 | $654.28 | $667.69 | $681.38 |
| 2 | $663.88 | $677.49 | $691.38 |
| 3 | $673.48 | $687.29 | $701.38 |
| 4 | $683.09 | $697.09 | $711.38 |

Experience - Full time equivalency in area of subject matter
Step - 36 credits taught at FVCC. Move on July 1 each year

| Year 3 | LEVEL I | LEVEL II | LEVEL III |
|---|---|---|---|
| Academic | Bachelors | Masters | PhD/JD/EdD/MFA |
| Non-Transfer | AAS +3 yrs exp | Bachelors+15 graduate credits OR Masters | PhD |
| Vocational/Activities | HS + 10 yrs exp. OR AAS +3 yrs exp | Bachelors+15 graduate credits OR Masters | PhD |
| Nursing (licensure required) | AAS+3 | Bachelors | Masters |
| STEP | | 1.0205 | 1.0205 |
| 1 | $658.33 | $671.83 | $685.60 |
| 2 | $667.93 | $681.63 | $695.60 |
| 3 | $677.54 | $691.43 | $705.60 |
| 4 | $687.14 | $701.22 | $715.60 |

Experience - Full time equivalency in area of subject matter
Step - 36 credits taught at FVCC. Move on July 1 each year

Adjunct Credits in each Category $402,689.17

| | | |
|---|---|---|
| 30 | 20 | 20 |
| 50 | 80 | 20 |
| 70 | 110 | 50 |
| 60 | 120 | 40 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Cost By Category | $19,506.82 | $13,271.14 | $13,543.20 | $19,628.39 | $13,353.85 | $13,627.60 | $19,749.95 | $13,436.55 | $13,712.00 |
| | $32,991.48 | $53,868.50 | $13,743.20 | $33,194.09 | $54,199.31 | $13,827.60 | $33,396.70 | $54,530.13 | $13,912.00 |
| | $46,860.24 | $75,147.08 | $34,858.00 | $47,143.89 | $75,601.96 | $35,069.00 | $47,427.54 | $76,056.83 | $35,280.00 |
| | $40,742.05 | $83,154.53 | $28,286.40 | $40,985.18 | $83,650.76 | $28,455.20 | $41,228.31 | $84,146.99 | $28,624.00 |
| Total Cost | $455,972.65 | | | $458,736.83 | | | $461,501.01 | | |
| Increase | $53,283.48 | | | $2,764.18 | | | $2,764.18 | | |
| % Increase | 13.23% | | | 0.61% | | | 0.60% | | |

Projected total increase over three years: $117,623.68

NOTE: under this scenario, some adjuncts would experience a pay cut. If we make sure that the minimum increase in pay is 5%, the outcomes for the first year become: $466,679.60

$63,990.43 Total for three years is about $140,000

15.89%

Fall

| | | | | | | | 2016-17 | | | | 2017-18 | | | | 2018-19 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Type | Credits | Semester Lecture Hours | Semester Lab Hours | LHE | # of classes | Current Pay | $40/LHE | Increase per class | total increase | % increase | $40.50/LHE | increase per class | total increase | % increase | $41/LHE | increase per class | total increase | % increase |
| A (129) | 1 | 15 | | 15 | 11 | $ 574.92 | $ 600.00 | $ 25.08 | $ 275.88 | 4.4% | $ 607.50 | $ 7.50 | $ 82.50 | 1.3% | $ 615.00 | $ 7.50 | $ 82.50 | 1.2% |
| | 2 | 30 | | 30 | 13 | $ 1,149.84 | $ 1,200.00 | $ 50.16 | $ 652.08 | 4.4% | $ 1,215.00 | $ 15.00 | $ 195.00 | 1.3% | $ 1,230.00 | $ 15.00 | $ 195.00 | 1.2% |
| | 3 | 45 | | 45 | 102 | $ 1,724.76 | $ 1,800.00 | $ 75.24 | $ 7,674.48 | 4.4% | $ 1,822.50 | $ 22.50 | $ 2,295.00 | 1.3% | $ 1,845.00 | $ 22.50 | $ 2,295.00 | 1.2% |
| | 4 | 60 | | 60 | 26 | $ 2,299.68 | $ 2,400.00 | $ 100.32 | $ 2,608.32 | 4.4% | $ 2,430.00 | $ 30.00 | $ 780.00 | 1.3% | $ 2,460.00 | $ 30.00 | $ 780.00 | 1.2% |
| | 5 | 75 | | 75 | 3 | $ 2,874.60 | $ 3,000.00 | $ 125.40 | $ 376.20 | 4.4% | $ 3,037.50 | $ 37.50 | $ 112.50 | 1.3% | $ 3,075.00 | $ 37.50 | $ 112.50 | 1.2% |
| B (43) | 3 | 30 | 30 | 52.5 | 13 | $ 1,716.44 | $ 2,100.00 | $ 383.56 | $ 4,986.28 | 22.3% | $ 2,126.25 | $ 26.25 | $ 341.25 | 1.3% | $ 2,152.50 | $ 26.25 | $ 341.25 | 1.2% |
| | 4 | 45 | 30 | 67.5 | 19 | $ 2,288.60 | $ 2,700.00 | $ 411.40 | $ 7,816.60 | 18.0% | $ 2,733.75 | $ 33.75 | $ 641.25 | 1.3% | $ 2,767.50 | $ 33.75 | $ 641.25 | 1.2% |
| | 5 | 45 | 60 | 90 | 2 | $ 2,860.74 | $ 3,600.00 | $ 739.26 | $ 1,478.52 | 25.8% | $ 3,645.00 | $ 45.00 | $ 90.00 | 1.3% | $ 3,690.00 | $ 45.00 | $ 90.00 | 1.2% |
| | 5 | 60 | 30 | 82.5 | 2 | $ 2,860.74 | $ 3,300.00 | $ 439.26 | $ 878.52 | 15.4% | $ 3,341.25 | $ 41.25 | $ 82.50 | 1.3% | $ 3,382.50 | $ 41.25 | $ 82.50 | 1.2% |
| C (12) | 1 | 7.5 | 15 | 18.75 | 3 | $ 700.12 | $ 750.00 | $ 49.88 | $ 149.64 | 7.1% | $ 759.38 | $ 9.38 | $ 28.13 | 1.3% | $ 768.75 | $ 9.38 | $ 28.13 | 1.2% |
| | 2 | 15 | 30 | 37.5 | 3 | $ 1,400.24 | $ 1,500.00 | $ 99.76 | $ 299.28 | 7.1% | $ 1,518.75 | $ 18.75 | $ 56.25 | 1.3% | $ 1,537.50 | $ 18.75 | $ 56.25 | 1.2% |
| | 3 | 22.5 | 45 | 56.25 | 0 | $ 2,100.36 | $ 2,250.00 | $ 149.64 | $ - | 7.1% | $ 2,278.13 | $ 28.13 | $ - | 1.3% | $ 2,306.25 | $ 28.13 | $ - | 1.2% |
| | 4 | 30 | 60 | 75 | 2 | $ 2,800.48 | $ 3,000.00 | $ 199.52 | $ 399.04 | 7.1% | $ 3,037.50 | $ 37.50 | $ 75.00 | 1.3% | $ 3,075.00 | $ 37.50 | $ 75.00 | 1.2% |
| D (16) | 2 | 7.5 | 45 | 41.25 | 0 | $ 1,525.74 | $ 1,650.00 | $ 124.26 | $ - | 8.1% | $ 1,670.63 | $ 20.63 | $ - | 1.3% | $ 1,691.25 | $ 20.63 | $ - | 1.2% |
| | 3 | 15 | 60 | 60 | 9 | $ 2,288.61 | $ 2,400.00 | $ 111.39 | $ 1,002.51 | 4.9% | $ 2,430.00 | $ 30.00 | $ 270.00 | 1.3% | $ 2,460.00 | $ 30.00 | $ 270.00 | 1.2% |
| | 5 | 15 | 90 | 82.5 | 3 | $ 3,051.48 | $ 3,300.00 | $ 248.52 | $ 745.56 | 8.1% | $ 3,341.25 | $ 41.25 | $ 123.75 | 1.3% | $ 3,382.50 | $ 41.25 | $ 123.75 | 1.2% |
| | 5 | 30 | 90 | 97.5 | 2 | $ 3,814.25 | $ 3,900.00 | $ 85.75 | $ 171.50 | 2.2% | $ 3,948.75 | $ 48.75 | $ 97.50 | 1.3% | $ 3,997.50 | $ 48.75 | $ 97.50 | 1.2% |
| E (31) | 1 | 0 | 30 | 22.5 | 21 | $ 758.55 | $ 900.00 | $ 141.45 | $ 2,970.45 | 18.6% | $ 911.25 | $ 11.25 | $ 236.25 | 1.3% | $ 922.50 | $ 11.25 | $ 236.25 | 1.2% |
| | 2.25 | 0 | 67.5 | 50.625 | 0 | $ 1,706.76 | $ 2,025.00 | $ 318.24 | $ - | 18.6% | $ 2,050.31 | $ 25.31 | $ - | 1.3% | $ 2,075.63 | $ 25.31 | $ - | 1.2% |
| | 3 | 0 | 90 | 67.5 | 0 | $ 2,275.68 | $ 2,700.00 | $ 424.32 | $ - | 18.6% | $ 2,733.75 | $ 33.75 | $ - | 1.3% | $ 2,767.50 | $ 33.75 | $ - | 1.2% |
| Total Fall | | | | | 234 | | | | $ 32,484.86 | 9.5% | | | $ 5,506.88 | | | | $ 5,506.88 | |
| | | | | | | | | | | wtd avg. | | | | | | | | |

| | | | | | | | | 2016-17 | | | | 2017-18 | | | | 2018-19 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Spring | Type | Credits | Semester Lecture Hours | Semester Lab Hours | LHE | # of classes | Current Pay | $40/LHE | increase per class | total increase | % increase | $40.50/LHE | increase per class | total increase | % increase | $41/LHE | increase per class | total increase | % increase |
| | A (129) | 1 | 15 | | 15 | 10 | $ 574.92 | $ 600.00 | $ 25.08 | $ 250.80 | 4.4% | 607.5 | $ 7.50 | $ 75.00 | 1.3% | $ 615.00 | $ 7.50 | $ 75.00 | 1.2% |
| | | 2 | 30 | | 30 | 13 | $ 1,149.84 | $ 1,200.00 | $ 50.16 | $ 652.08 | 4.4% | 1215 | $ 15.00 | $ 195.00 | 1.3% | $ 1,230.00 | $ 15.00 | $ 195.00 | 1.2% |
| | | 3 | 45 | | 45 | 83 | $ 1,724.76 | $ 1,800.00 | $ 75.24 | $ 6,244.92 | 4.4% | 1822.5 | $ 22.50 | $ 1,867.50 | 1.3% | $ 1,845.00 | $ 22.50 | $ 1,867.50 | 1.2% |
| | | 4 | 60 | | 60 | 21 | $ 2,299.68 | $ 2,400.00 | $ 100.32 | $ 2,106.72 | 4.4% | 2430 | $ 30.00 | $ 630.00 | 1.3% | $ 2,460.00 | $ 30.00 | $ 630.00 | 1.2% |
| | | 5 | 75 | | 75 | 2 | $ 2,874.60 | $ 3,000.00 | $ 125.40 | $ 250.80 | 4.4% | 3037.5 | $ 37.50 | $ 75.00 | 1.3% | $ 3,075.00 | $ 37.50 | $ 75.00 | 1.2% |
| | B (43) | 3 | 30 | 30 | 52.5 | 21 | $ 1,716.44 | $ 2,100.00 | $ 383.56 | $ 8,054.76 | 22.3% | 2126.25 | $ 26.25 | $ 551.25 | 1.3% | $ 2,152.50 | $ 26.25 | $ 551.25 | 1.2% |
| | | 4 | 45 | 30 | 67.5 | 17 | $ 2,288.60 | $ 2,700.00 | $ 411.40 | $ 6,993.80 | 18.0% | 2733.75 | $ 33.75 | $ 573.75 | 1.3% | $ 2,767.50 | $ 33.75 | $ 573.75 | 1.2% |
| | | 5 | 45 | 60 | 90 | 4 | $ 2,860.74 | $ 3,600.00 | $ 739.26 | $ 2,957.04 | 25.8% | 3645 | $ 45.00 | $ 180.00 | 1.3% | $ 3,690.00 | $ 45.00 | $ 180.00 | 1.2% |
| | | 5 | 60 | 30 | 82.5 | 1 | $ 2,860.74 | $ 3,300.00 | $ 439.26 | $ 439.26 | 15.4% | 3341.25 | $ 41.25 | $ 41.25 | 1.3% | $ 3,382.50 | $ 41.25 | $ 41.25 | 1.2% |
| | C (12) | 1 | 7.5 | 15 | 18.75 | 5 | $ 700.12 | $ 750.00 | $ 49.88 | $ 249.40 | 7.1% | 759.375 | $ 9.38 | $ 46.88 | 1.3% | $ 768.75 | $ 9.38 | $ 46.88 | 1.2% |
| | | 2 | 15 | 30 | 37.5 | 2 | $ 1,400.24 | $ 1,500.00 | $ 99.76 | $ 199.52 | 7.1% | 1518.75 | $ 18.75 | $ 37.50 | 1.3% | $ 1,537.50 | $ 18.75 | $ 37.50 | 1.2% |
| | | 3 | 22.5 | 45 | 56.25 | 2 | $ 2,100.36 | $ 2,250.00 | $ 149.64 | $ 299.28 | 7.1% | 2278.125 | $ 28.13 | $ 56.25 | 1.3% | $ 2,306.25 | $ 28.13 | $ 56.25 | 1.2% |
| | | 4 | 30 | 60 | 75 | 2 | $ 2,800.48 | $ 3,000.00 | $ 199.52 | $ 399.04 | 7.1% | 3037.5 | $ 37.50 | $ 75.00 | 1.3% | $ 3,075.00 | $ 37.50 | $ 75.00 | 1.2% |
| | D (16) | 2 | 7.5 | 45 | 41.25 | 1 | $ 1,525.74 | $ 1,650.00 | $ 124.26 | $ 124.26 | 8.1% | 1670.625 | $ 20.63 | $ 20.63 | 1.3% | $ 1,691.25 | $ 20.63 | $ 20.63 | 1.2% |
| | | 3 | 15 | 60 | 60 | 12 | $ 2,288.61 | $ 2,400.00 | $ 111.39 | $ 1,336.68 | 4.9% | 2430 | $ 30.00 | $ 360.00 | 1.3% | $ 2,460.00 | $ 30.00 | $ 360.00 | 1.2% |
| | | 4 | 15 | 90 | 82.5 | 1 | $ 3,051.48 | $ 3,300.00 | $ 248.52 | $ 248.52 | 8.1% | 3341.25 | $ 41.25 | $ 41.25 | 1.3% | $ 3,382.50 | $ 41.25 | $ 41.25 | 1.2% |
| | | 5 | 30 | 90 | 97.5 | 2 | $ 3,814.25 | $ 3,900.00 | $ 85.75 | $ 171.50 | 2.2% | 3948.75 | $ 48.75 | $ 97.50 | 1.3% | $ 3,997.50 | $ 48.75 | $ 97.50 | 1.2% |
| | E (31) | 1 | 0 | 30 | 22.5 | 27 | $ 758.55 | $ 900.00 | $ 141.45 | $ 3,819.15 | 18.6% | 911.25 | $ 11.25 | $ 303.75 | 1.3% | $ 922.50 | $ 11.25 | $ 303.75 | 1.2% |
| | | 2.25 | 0 | 67.5 | 50.625 | 3 | $ 1,706.76 | $ 2,025.00 | $ 318.24 | $ 954.72 | 18.6% | 2050.3125 | $ 25.31 | $ 75.94 | 1.3% | $ 2,075.63 | $ 25.31 | $ 75.94 | 1.2% |
| | | 3 | 0 | 90 | 67.5 | 1 | $ 2,275.68 | $ 2,700.00 | $ 424.32 | $ 424.32 | 18.6% | 2733.75 | $ 33.75 | $ 33.75 | 1.3% | $ 2,767.50 | $ 33.75 | $ 33.75 | 1.2% |
| | Total Spring | | | | | 230 | | | | $ 36,176.57 | | | | $ 5,337.19 | | | | $ 5,337.19 | |
| | | | | | | | | | | | | | | | | | | | |
| | Total Year | | | | | | | | | $ 68,661.43 | | | | $ 10,844.06 | | | | $ 10,844.06 | |

Hypo 2

Current CBA

| LEVEL | RATE | hourly rate |
|---|---|---|
| A | $574.92 | $38.33 |
| B | $572.15 | $30.51 |
| C | $700.12 | $31.12 |
| D | $762.87 | $29.06 |
| E | $758.55 | $25.29 |
| current per credit hour rate | $38.33 | |

| Type | Fall 2015 credits | classes | Salaries | Spring 2015 credits | classes | Salaries | Summer 2015 credits | classes | Salaries | |
|---|---|---|---|---|---|---|---|---|---|---|
| A (100% lecture-15hr/cr) | 448 | 150 | $257,564.16 | 390 | 142 | $224,218.80 | 161 | 63 | $92,562.12 | |
| B (75% lecture - 18.75hr/cr) | 134 | 36 | $76,668.10 | 157 | 43 | $89,827.55 | 32 | 8 | $18,308.80 | |
| C (50% lecture 22.5hr/cr) | 17 | 8 | $11,902.04 | 24 | 11 | $16,802.88 | 9 | 5 | $6,301.08 | |
| D (75% lab - 26.25hr/cr) | 55 | 16 | $41,720.25 | 58 | 22 | $44,246.46 | 34 | 11 | $25,937.58 | |
| E (100% lab 30 hr/cr) | 18.5 | 19 | $14,113.10 | 40 | 32 | $30,342.00 | 8 | 5 | $6,068.40 | |
| | | | $401,967.65 | | | $405,437.69 | | | $149,177.98 | Total $956,583.32 |

Hypothetical #1

| change in hourly rate | Year 1-Fall New rate | new rate per credit | amnt increase | Salaries | Year 1- Spring % increase | new rate per credit | amnt increase | Salaries | Year 1 - Summer % increase | new rate per credit | amnt increase | Salaries | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A | $39.00 | $585.00 | $10.08 | $262,080.00 | $39.00 | $585.00 | $10.08 | $228,150.00 | $39.00 | $585.00 | $10.08 | $94,185.00 | | |
| B | $33.00 | $618.75 | $46.60 | $82,912.50 | $33.00 | $618.75 | $46.60 | $97,143.75 | $33.00 | $618.75 | $46.60 | $19,600.00 | | |
| C | $32.00 | $720.00 | $19.88 | $12,240.00 | $32.00 | $720.00 | $19.88 | $17,280.00 | $32.00 | $720.00 | $19.88 | $6,480.00 | | |
| D | $30.00 | $787.50 | $24.63 | $43,312.50 | $30.00 | $787.50 | $24.63 | $45,675.00 | $30.00 | $787.50 | $24.63 | $26,775.00 | | |
| E | $27.00 | $810.00 | $51.45 | $14,985.00 | $27.00 | $810.00 | $51.45 | $32,400.00 | $27.00 | $810.00 | $51.45 | $6,480.00 | | |
| hourly rate | $39.00 | $39.00 | $0.67 | | $39.00 | $39.00 | $0.67 | | $39.00 | $39.00 | $0.67 | | Total | Increase Amount |
| | | | | $415,530.00 | | | | $420,648.75 | | | | $153,720.00 | $989,898.75 | $33,315.44 |

| change in hourly rate | Year 2 - Fall New rate | new rate per credit | amnt increase | Salaries | Year 2 - Spring % increase | new rate per credit | amnt increase | Salaries | Year 2 - Summer % increase | new rate per credit | amnt increase | Salaries | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A | $40.00 | $600.00 | $15.00 | $268,800.00 | $40.00 | $600.00 | $15.00 | $234,000.00 | $40.00 | $600.00 | $15.00 | $96,600.00 | | |
| B | $35.00 | $656.25 | $37.50 | $87,937.50 | $35.00 | $656.25 | $37.50 | $103,031.25 | $35.00 | $656.25 | $37.50 | $21,000.00 | | |
| C | $33.00 | $742.50 | $22.50 | $12,622.50 | $33.00 | $742.50 | $22.50 | $17,820.00 | $33.00 | $742.50 | $22.50 | $6,682.50 | | |
| D | $32.00 | $840.00 | $52.50 | $46,200.00 | $32.00 | $840.00 | $52.50 | $48,720.00 | $32.00 | $840.00 | $52.50 | $28,560.00 | | |
| E | $30.00 | $900.00 | $90.00 | $16,650.00 | $30.00 | $900.00 | $90.00 | $36,000.00 | $30.00 | $900.00 | $90.00 | $7,200.00 | | |
| hourly rate | $40.00 | $40.00 | $1.00 | | $40.00 | $40.00 | $1.00 | | $40.00 | $40.00 | $1.00 | | Total | Increase Amount |
| | | | | $432,210.00 | | | | $439,571.25 | | | | $160,042.50 | $1,031,823.75 | $41,925.00 |

| change in hourly rate | Year 2 - Fall New rate | new rate per credit | amnt increase | Salaries | Year 2 - Spring % increase | new rate per credit | amnt increase | Salaries | Year 2 - Summer % increase | new rate per credit | amnt increase | Salaries | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A | $41.00 | $615.00 | $15.00 | $275,520.00 | $41.00 | $615.00 | $15.00 | $239,850.00 | $41.00 | $615.00 | $15.00 | $99,015.00 | | |
| B | $37.00 | $693.75 | $37.50 | $92,962.50 | $37.00 | $693.75 | $37.50 | $108,918.75 | $37.00 | $693.75 | $37.50 | $22,200.00 | | |
| C | $37.00 | $832.50 | $90.00 | $14,152.50 | $37.00 | $832.50 | $90.00 | $19,980.00 | $37.00 | $832.50 | $90.00 | $7,492.50 | | |
| D | $35.00 | $918.75 | $78.75 | $50,531.25 | $35.00 | $918.75 | $78.75 | $53,287.50 | $35.00 | $918.75 | $78.75 | $31,237.50 | | |
| E | $35.00 | $1,050.00 | $150.00 | $19,425.00 | $35.00 | $1,050.00 | $150.00 | $42,000.00 | $35.00 | $1,050. | $150.00 | $8,400.00 | | |
| hourly rate | $41.00 | $41.00 | $1.00 | | $41.00 | $41.00 | $1.00 | | $41.00 | $41.00 | $1.00 | | Total | Increase Amount |
| | | | | $452,591.25 | | | | $464,036.25 | | | | $168,345.00 | $1,084,972.50 | $53,148.75 |

Hypo/
No Change
Percent +

Current CBA

| LEVEL | RATE | hourly rate |
|---|---|---|
| A | $574.92 | $38.33 |
| B | $572.15 | $30.51 |
| C | $700.12 | $31.12 |
| D | $762.87 | $29.06 |
| E | $758.55 | $25.29 |
| current per credit hour rate | $38.33 | |

| Type | Fall 2015 | credits | classes | Salaries | Spring 2015 | credits | classes | Salaries | Summer 2015 | credits | classes | Salaries | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A (100% lecture-15hr/cr) | | 446 | 150 | $257,564.16 | | 390 | 142 | $224,218.80 | | 161 | 63 | $92,562.12 | |
| B (75% lecture - 18.75hr/cr) | | 134 | 36 | $76,668.10 | | 157 | 43 | $89,827.55 | | 32 | 8 | $18,308.80 | |
| C (50% lecture 22.5hr/cr) | | 17 | 8 | $11,902.04 | | 24 | 11 | $16,802.88 | | 9 | 5 | $6,301.08 | |
| D (75% lab - 26.25hr/cr) | | 55 | 16 | $41,720.25 | | 58 | 22 | $44,246.46 | | 34 | 11 | $25,937.58 | |
| E (100% lab 30 hr/cr) | | 18.5 | 19 | $14,113.10 | | 40 | 32 | $30,342.00 | | 8 | 5 | $6,068.40 | |
| | | | | | | | | | | | | | Total |
| | | | | $401,967.65 | | | | $405,437.69 | | | | $149,177.98 | $956,583.32 |

Hypothetical #1

| change % increase | Year 1-Fall % increase | new rate per credit | amnt increase | Salaries | Year 1- Spring % increase | new rate per credit | amnt increase | Salaries | Year 1 - Summer % increase | new rate per credit | amnt increase | Salaries | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A | 6.5 | $612.29 | $37.37 | $274,305.83 | 6.5 | $612.29 | $37.37 | $238,793.02 | 6.5 | $612.29 | $37.37 | $98,578.66 | | |
| B | 6.5 | $609.34 | $37.19 | $81,651.53 | 6.5 | $609.34 | $37.19 | $95,666.34 | 6.5 | $609.34 | $37.19 | $19,498.87 | | |
| C | 6.5 | $745.63 | $45.51 | $12,675.67 | 6.5 | $745.63 | $45.51 | $17,895.07 | 6.5 | $745.63 | $45.51 | $6,710.65 | | |
| D | 6.5 | $812.46 | $49.59 | $44,685.11 | 6.5 | $812.46 | $49.59 | $47,122.48 | 6.5 | $812.46 | $49.59 | $27,623.52 | | |
| E | 6.5 | $807.86 | $49.31 | $14,945.33 | 6.5 | $807.86 | $49.31 | $32,314.23 | 6.5 | $807.86 | $49.31 | $6,462.85 | | |
| hourly rate | 6.5 | $40.82 | $2.49 | | 6.5 | $40.82 | $2.49 | | 6.5 | $40.82 | $2.49 | | Total | Increase Amount |
| | | | | $428,263.47 | | | | $431,791.14 | | | | $158,874.55 | $1,018,929.16 | $62,345.84 |

| change % increase | Year 2 - Fall % increase | new rate per credit | amnt increase | Salaries | Year 2 - Spring % increase | new rate per credit | amnt increase | Salaries | Year 2 - Summer % increase | new rate per credit | amnt increase | Salaries | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A | 2 | $624.54 | $12.25 | $279,791.95 | 2 | $624.54 | $12.25 | $243,568.88 | 2 | $624.54 | $12.25 | $100,550.23 | | |
| B | 2 | $621.53 | $12.19 | $83,284.56 | 2 | $621.53 | $12.19 | $97,579.67 | 2 | $621.53 | $12.19 | $19,888.85 | | |
| C | 2 | $760.54 | $14.91 | $12,929.19 | 2 | $760.54 | $14.91 | $18,252.97 | 2 | $760.54 | $14.91 | $6,844.86 | | |
| D | 2 | $828.71 | $16.25 | $45,578.81 | 2 | $828.71 | $16.25 | $48,064.93 | 2 | $828.71 | $16.25 | $28,175.99 | | |
| E | 2 | $824.01 | $16.16 | $15,244.24 | 2 | $824.01 | $16.16 | $32,960.51 | 2 | $824.01 | $16.16 | $6,592.10 | | |
| hourly rate | 2 | $41.64 | $0.82 | | 2 | $41.64 | $0.82 | | 2 | $41.64 | $0.82 | | Total | Increase Amount |
| | | | | $436,828.74 | | | | $440,426.96 | | | | $162,052.04 | $1,039,307.74 | $20,378.58 |

| change % increase | Year 3 - Fall % increase | new rate per credit | amnt increase | Salaries | Year 3 - Spring % increase | new rate per credit | amnt increase | Salaries | Year 3 - Summer % increase | new rate per credit | amnt increase | Salaries | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A | 2 | $637.03 | $12.49 | $285,387.79 | 2 | $637.03 | $12.49 | $248,440.26 | 2 | $637.03 | $12.49 | $102,561.24 | | |
| B | 2 | $633.96 | $12.43 | $84,950.25 | 2 | $633.96 | $12.43 | $99,531.26 | 2 | $633.96 | $12.43 | $20,286.63 | | |
| C | 2 | $775.75 | $15.21 | $13,187.77 | 2 | $775.75 | $15.21 | $18,618.03 | 2 | $775.75 | $15.21 | $6,981.76 | | |
| D | 2 | $845.28 | $16.57 | $46,490.39 | 2 | $845.28 | $16.57 | $49,026.23 | 2 | $845.28 | $16.57 | $28,739.51 | | |
| E | 2 | $840.49 | $16.48 | $15,549.12 | 2 | $840.49 | $16.48 | $33,619.72 | 2 | $840.49 | $16.48 | $6,723.94 | | |
| hourly rate | 2 | $42.47 | $0.83 | | 2 | $42.47 | $0.83 | | 2 | $42.47 | $0.83 | | Total | Increase Amount |
| | | | | $445,565.32 | | | | $449,235.50 | | | | $165,293.08 | $1,060,093.90 | $20,786.15 |

Flathead Valley
Community College
777 Grandview Drive | Kalispell, Montana 59901

April 11, 2014

Pete Hertlein, Vice President
FVCC Adjunct Faculty Union

Pete,

We have received the notice of your desire to reopen the FVCC Adjunct Faculty Union's collective bargaining agreement and to negotiate over the terms of a successor Agreement.

We look forward to working together with you in this process.

Regards,

Jane A. Karas, President
Flathead Valley Community College

c: Karen Glasser, Executive Director of Human Resources

406.756.3822 | 800.313.3822 | Fax 406.756.3815
www.fvcc.edu

Pete Hertlein, Vice-President
FVCC Adjunct Faculty Unioin
777 Grandview Drive, Kalispell, MT 59901

April 10, 2014

Karen Glasser
Human Resources
777 Grandview Drive, Kalispell, MT 59901

Karen,

This to notify you that the Federation of Flathead Valley College Adjunct Faculty is opening the current Collective Bargaining Agreement for the purpose of bargaining a successor agreement.

I will contact you when we are ready to commence bargaining.

Sincerely,

Pete Hertlein
Vice-President
FVCC Adjunct Faculty
Kalispell, MT 59901

Cc: Jane Karas, Fred Longhart, Marita Combs, Bill Howell