

**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**

## Table of Contents

1.1 Parties to the Agreement .....	1
1.2 Recognition .....	1
1.3 Bargaining Unit Definition .....	1
1.4 Performance by Designee .....	1
2.0 MANAGEMENT RIGHTS .....	1
2.1 Management Rights .....	1
3.0 UNION RIGHTS .....	2
3.1 Visiting Work Location.....	2
3.2 Use of Facilities .....	2
3.3 Bulletin Boards .....	2
3.4 Information and Data .....	2
3.5 Use of Campus Mail .....	3
3.6 Professional Dues, Fees and Payroll Deductions .....	3
4.0 NO STRIKE.....	4
4.1 No Strike/No Lockout.....	4
5.0 EMPLOYEE RIGHTS AND WORKING CONDITIONS .....	4
5.1 Travel .....	4
5.2 Payroll Deductions.....	4
5.3 Nondiscrimination.....	4
5.4 Personnel Files .....	4
5.5 Rights to Representation .....	5
5.6 Contract Duration.....	5
5.7 Office Space.....	5
5.8 Class and Course Assignment.....	5
5.9 Course Cancellation .....	5
5.10 Evaluation of Employees .....	5
5.11 Personal Life .....	6
5.12 Priority Consideration for Application for Full-Time Faculty Positions.....	6
5.13 Tuition Waivers for Employees .....	6
5.14 Just Cause.....	6
5.15 Consideration for Early Childhood Center usage.....	6
5.16 Academic Freedom .....	6
5.17 Academic Responsibility .....	7

6.0 COMPENSATION .....	7
6.1 Pay Rates.....	7
6.2 Leave of Absence.....	7
6.3 Special Courses .....	8
6.4 Extra Duty Assignments .....	8
6.5 Distance Education .....	8
6.6 Teaching via Distance Education.....	9
7.0 GRIEVANCE PROCEDURE.....	10
7.1 Grievance Definition.....	10
7.2 Rules of Grievance Processing .....	10
7.3 Procedures for Filing Grievances.....	11
7.4 Rules of Arbitration .....	12
8.0 EFFECT OF AGREEMENT .....	13
8.1 Savings Clause .....	13
8.2 Interim Amendment .....	13
8.3 Changes in Agreement.....	13
9.0 TERM OF AGREEMENT.....	13
9.1 Duration .....	13
ADDENDUM A: .....	14

## 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;

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

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.

- 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.

### 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.

### 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.

### 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.

### 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:

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

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:

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.

## **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 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.

## 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 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, express or implied.

### 8.3 Changes in Agreement

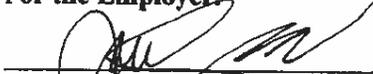
Changes to this agreement may be negotiated at any time only upon mutual agreement of the parties to this agreement. Any agreed to changes shall be made effective upon any date agreed upon by both parties and shall expire upon the expiration of this agreement.

## 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%.

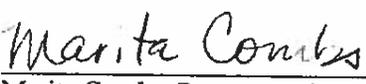
**For the Employer:**

  
\_\_\_\_\_  
Jane A. Karas, President                      11/21/16  
Date

  
\_\_\_\_\_  
Shannon Lund, Board Chair                      11/28/16  
Date

**For the Union:**

  
\_\_\_\_\_  
Pete Hertlein, President                      11/17/16  
Date

  
\_\_\_\_\_  
Marita Combs, Representative                      11/17/16  
Date

**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.

	<b>Conversion factors</b>	
	1 SEM=15 W	Weeks to semesters
	1 CH = 50 min	Contact Hour to minutes
<b>Lecture (15:1)</b>	1 CH = 1 LHE	
<b>Lab (30:1)</b>	1 CH = .75 LHE	
<b>Clinical (45:1)</b>	1 CH = .5 LHE	
<b>Technical Assistance</b>	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:  $(15 \times 1) + (60 \times 0.75) = 60 LHE$

<b>Fiscal Year</b>	<b>Rate per LHE</b>
2016 - 2017	\$40.00 LHE
2017 - 2018	\$40.60 LHE
2018 - 2019	\$41.21 LHE