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**MASTER AGREEMENT**

**between**

**MILES COMMUNITY COLLEGE FACULTY ASSOCIATION**

**Montana Federation of Public Employees (MFPE)**

**and**

**BOARD OF TRUSTEES**

**of**

**MILES COMMUNITY COLLEGE**

**Miles City, Montana**

**Fiscal Years 2022-2023**

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## 1.0 PREAMBLE

This Agreement is entered into by and between the Board of Trustees of Miles Community College, Miles City, Montana, hereinafter referred to as the "Board," and the Miles Community College Faculty Association, hereinafter referred to as the "Association," affiliated with the MFPE. The Agreement has as its goals the furtherance of quality education, the establishment of an equitable procedure for the resolution of grievances, and a formal understanding with regard to salaries, hours, fringe benefits, and other conditions of employment.

## 2.0 RECOGNITION AND UNIT DEFINITION

The Board recognizes the Association as the sole and exclusive bargaining representative for collective bargaining purposes for all full-time faculty in the appropriate bargaining unit. The appropriate bargaining unit shall consist of all full-time teaching faculty and head coaches with teaching load, excluding the Administration, e.g., President and Vice Presidents.

## 3.0 DEFINITIONS

For the purposes of this Agreement, "Board" shall mean the Board of Trustees of Miles Community College.

For the purposes of this Agreement, "College" shall mean the institution, Miles Community College.

For the purposes of this Agreement, "Administration" shall mean the President and other appointed administrative officers of Miles Community College who are not members of the bargaining unit.

For the purposes of this Agreement, "President" shall mean the permanent or acting President or permanent or acting Chief Executive (Administrative) Officer of Miles Community College or his/her designee.

For the purposes of this Agreement, "Member" shall mean the individual members of the bargaining unit.

For the purposes of this Agreement, "Faculty," "Instructor" or "Employee" shall mean members of the bargaining unit who are full-time faculty members as defined in Article 11.3.2.

For the purposes of this Agreement, "Association" means the Miles Community College Faculty Association (MCCFA).

For the purposes of this Agreement, "Business days" means Monday through Friday excluding holidays recognized by the College. All days not identified as "Business days" will be considered calendar days.

For the purposes of this Agreement, "Parties" shall mean the Board of Trustees of Miles Community College and the Miles Community College Faculty Association.

For the purposes of this Agreement, "Employer" shall mean the Board of Trustees of Miles Community College.

#### 4.0 NONDISCRIMINATION

The provisions of this Agreement shall be applied without regard to race, creed, color, national origin, religion, sex, physical disability, age, marital status, domicile, residence, or political beliefs.

#### 5.0 ASSOCIATION RIGHTS

##### 5.1 Association Business

The Association and its representatives may contact any faculty member at his/her work location as long as such contact does not interrupt, disrupt or interfere with the educational process or the duties and responsibilities of faculty members as employees of the College. Association officers shall be allowed to receive telephone and e-mail messages concerning Association business during normal working hours as long as such activity does not interrupt, disrupt or interfere with the educational process or duties and responsibilities of such officers as employees of the College. Faculty members shall be entitled to confer with the MFPE field consultant under the above provisions if such consultant has announced himself during normal working hours at the President's office prior to conference.

##### 5.2 Association Use of Facilities

The Association shall have the right to use college meeting rooms at reasonable times when such rooms are not otherwise in use. The Association will give the College notice of such use. The Association shall reimburse the College for the actual cost of any materials or supplies utilized in connection with the use of the meeting rooms.

##### 5.3 Association Use of Bulletin Boards

The Association shall furnish one (1) bulletin board which shall be placed in the faculty/staff work room, and shall be used exclusively for posting Association notices.

##### 5.4 Association Use of Campus Mail

The Association shall be permitted reasonable use of the internal mail system of the College to communicate with employees. The College shall not be responsible if Association mail is inadvertently mis-delivered or not delivered. In addition, the Association shall be allowed reasonable use of the electronic mail system of the College as long as the Association's use does not unduly burden such system or interfere with College business or operations or if any message sent or received by electronic mail is such that an immediate transmission is required.

#### 5.5 Association Leave

The College shall grant seven (7) days for Association officers, or their designee to be used at the discretion of the Association for MFPE and MCCFA business. Request for this leave shall be presented to the President or his/her designee in writing.

#### 6.0 MANAGEMENT RIGHTS

Except as expressly modified by a specific provision of this agreement, the College shall have the prerogative to operate and manage its affairs, including but not limited to the following areas:

1. direct employees;
2. hire, promote, transfer, assign, and retain employees;
3. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and non-productive;
4. maintain the efficiency of College operations;
5. determine the methods, means, job classifications, and personnel by which College operations are to be conducted;
6. take whatever actions may be necessary to carry out the missions of the College in situations of emergency;
7. establish the methods and processes by which work is performed;
8. issue, amend or revise policies, and rules;
9. control and regulate the use of facilities and equipment and other property of the college.

#### 7.0 PROFESSIONAL DUES, FEES, AND PAYROLL DEDUCTIONS

##### 7.1 Dues Deduction Authorization

In accordance with Title 39-31-203, MCA, the College agrees to deduct from the salaries of Association members the dues for National Education Association, MFPE, and Miles Community College Faculty Association as authorized by each Member.

7.2 Notification and Transmittal of Monies

The Association President shall deliver to the College Business Office written authorizations signed by members who have authorized the College to make deductions from their pay for Association membership dues and the amount of such Association dues that are to be deducted for such members for each pay period. Deductions shall begin no later than thirty (30) days after the Business Office has received the list, and in order for a decision to be made for any month written authorization must be in possession of the Business Office on the first day of the month.

Such Association dues shall be transmitted to the Association on a monthly basis and no later than the 20<sup>th</sup> day of the succeeding month.

7.3 Payroll Deductions

Upon proper written authorization of the employee, the Administration shall administer the following payroll deductions: Credit union, savings banks, personal retirement and investment programs, tax-sheltered annuity programs, section 125 plans, or other program agreed to between the College and the employee.

7.4 Hold Harmless

The Association hereby agrees to indemnify and shall save and hold the College, Board, and Administration harmless against any and all claims, demands, suits, judgments, or other forms of liability, including court costs and attorney fees, that shall arise out of or by reason of action taken or not taken by the College, Board, and Administration which College, Board, and Administrative action or non-action is in compliance with the provisions of Article 7 and in reliance on any list, letter, or authorization which have been furnished to the College, Board, and Administration pursuant to this Article; provided that any such claims, demands, suits, or other forms of liability shall be under control of the Association and its attorneys.

## 8.0 ACADEMIC FREEDOM AND RESPONSIBILITIES

Academic freedom is encouraged and protected as essential to the objectives and purposes of the college. 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 right of academic freedom shall be the right of every Member.

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. Academic freedom must not be abused, to the detriment of students, faculty, college, or community.

## 9.0 PERSONNEL FILES

9.1 A faculty member's personnel file is the property of the College, who will open that file to that faculty member, or his/her designated party, excluding the confidential portion of the personnel file. The confidential portion shall include only letters of recommendation by former employers and administration notes from telephone interviews with former employers.

9.2 The faculty member will be informed in writing of all additions to his/her personnel file with these exceptions:

- (a) Items received from the faculty member;
- (b) Additions requested by the faculty member and approved by the Administration for inclusion in the faculty member's personnel file;
- (c) Items bearing the faculty member's signature;
- (d) Items relating to certification, credits or course work;
- (e) Any item when a copy is given to the faculty member.

9.3 No document which is anonymous or fails to identify the originating institution, agency, or individual which prepared the document shall be placed in a personnel file.

9.4 Faculty members have a right, upon request, to obtain a copy of any documents contained in their personnel files, excepting the confidential portion of their file per 9.1.

9.5 Faculty members shall be notified within five (5) business days when documents are placed in their personnel file. A faculty member has the right to have a written rebuttal prepared by such faculty member placed in the faculty member's personnel file with

respect to any documentation which includes, but is not limited to, references of reprimand, warning, suspension, or other disciplinary action imposed upon such faculty member. The rebuttal must be received by the Dean of Administrative Services and HR within ten (10) business days of receipt by the faculty member of the document placed or to be placed in the faculty member's file.

9.6 Documents may not be permanently removed from a faculty member's personnel file without the mutual consent of the faculty member and the College President or the President's designee. If a document is temporarily removed, a notation of such removal will be placed in the file.

9.7 Any grievance filed by a faculty member pursuant to the provisions of this Agreement shall be kept in a file separate from the faculty member's personnel file.

## 10.0 LEAVES

### 10.1 Sick Leave.

Each employee shall earn 9 days of sick leave per academic year. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year.

- i. Sick leave may be taken for medical appointments or sickness suffered by an employee or his/her immediate family or member of the household.
- ii. An employee shall be permitted to utilize the annual sick leave in advance of accrual. In the event that sick leave days are utilized prior to the accrual thereof, such days will be deducted from future accumulations. In the event that an employee who has been permitted to utilize sick leave in advance of accrual under this provision should leave the employ of the College, he/she shall be liable to the College for any sick leave pay advanced beyond his/her earned accrual.
- iii. Sick leave granted herein will be in units of ½ or full days only.
- iv. Sick leave attributable to a pre-existing condition will not be allowed for a period of ninety (90) days following the first actual starting date of employment.
- v. The College may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating the employee's absence was due to an illness, in order to qualify for sick leave pay.
- vi. Upon an employee's request, an employee injured on the job in the service of the College and collecting worker's compensation insurance, may draw sick leave from the College for the worker's compensation waiting period.
- vii. Paid sick leave shall not be granted for illness or disability occurring during the course of any other leave provided herein unless specifically provided by the provisions of such leave.



- viii. When an employee resigns, retires, loses a position due to reduction in force, or dies, the employee, or the employee's beneficiary or estate, shall be entitled to a cash payment equaling  $\frac{1}{4}$  of the employee's accumulated sick leave. The computation shall be based on the employee's salary as provided in the salary schedule for the last school year of employment and shall not include any additional compensation whatsoever.

#### 10.2 Sick Leave Bank.

An employee may, at the employee's discretion, donate sick leave to another employee who is in need. The sick leave recipient shall have exhausted all sick leave due to a personal illness or an illness in the immediate family. Donors shall notify Dean of Administrative Services and HR, on forms provided, of the intention to make such a donation. Donated leave shall be used in the order of date of receipt. Unused sick leave shall be credited to the donors at the end of each fiscal year. The Dean of Administrative Services and HR will maintain records of donations, usage, credits, and will review requests for donated sick leave and where appropriate approve requests.

#### 10.3 Jury Duty.

- i. Employees should notify the Vice President of Academic Affairs promptly upon receipt of a jury duty summons
- ii. An employee will be released to serve on a jury if adequate substitute service can be provided for the day or days of proposed jury duty. If adequate substitute service cannot be provided, the employee will be requested to ask to be excused from jury duty. In the event an employee serves on jury duty on a day in which he/she would otherwise be performing job related duties, the employee shall receive his/her regular salary but shall remit to the College any jury duty fees.

#### 10.4 Parental Leave

- i. Maternity/Paternity leave shall be granted according to the terms of the Family Medical Leave Act of 1993 ("FMLA").
- ii. In applying the provisions of the FMLA, the 12-month period used to measure leave shall be the 52 week period immediately preceding the commencement of the leave under the FMLA.
- iii. Each employee on unpaid leave under the FMLA shall remain responsible for paying the employee's share of any health care or other premiums applicable to any coverage elected by or provided to the employee under this Agreement and shall submit directly to the College, not later than the employee's normal pay day, the amount of premium owed by the employee.

#### 10.5 Bereavement Leave

Five (5) days at full salary will be allowed each employee for each death of an immediate relative or member of the household. Additional time, if requested by the employee, shall be deducted from accumulated sick leave.

10.6 Personal Leave

Four (4) days of personal leave may be taken per contract year without loss of salary for personal needs. Leaves must be taken in either full-day or half –day increments. Written approval for such leave shall be obtained one week in advance, except in emergencies from the employee’s supervisor. The supervisor shall send a copy of the written approval to the Dean of Administrative Services and HR for purposes of record keeping.

10.7 Military Leave.

Military leave shall be granted to employees of at least 6 months employment for a period of time not to exceed 10 working days per academic year for attending regular encampments, training, cruises, and similar training programs of the organized militia or the military forces of the United States.

10.8 Legislative Service Leave.

Employees elected or appointed to the State Legislature shall be granted leave of absence, commensurate with the Legislative session, including any extensions or special sessions that may be imposed, without pay or benefits during the period of time they are performing public service as a member of the legislature. During Legislative leave, an employee has the option of retaining for him/herself any insurance benefit program specified in this Agreement by assuming the monthly payments of the entire premium cost.

10.9 Adjunct Faculty

When a prospective adjunct faculty member is being considered for a position, a full-time faculty member from the discipline shall be invited to participate in the hiring process. Participation is a committee appointment and shall not qualify for additional compensation. The College reserves the right to make final hiring decisions.

10.10 Holidays.

Employees will be provided holidays in accordance with the college calendar for the academic year.

11.0 ACADEMIC AFFAIRS

11.1 Contract Year Obligations.

The contract year shall begin six business days prior to first day of class for Fall

semester. Faculty contract days total 155. Faculty shall work 154 days per contract year pursuant to an academic calendar developed by the College administration, who agree to creation of a calendar committee, comprised of faculty and classified/exempt staff representatives. These 154 days will include teaching, teaching-related activities (i.e., office hours, laboratory preparation, etc.), advising, orientation activities, grade reporting, professional development, recruitment, student retention, curriculum evaluation, committee work, and accreditation assignments. The concept of floating days is no longer recognized. In addition, there will be one faculty day in May, June, July or August assigned by the VPAA in consultation with the faculty.

Of the 155 contract days, three half days during Fall semester and three half days during Spring semester will be dedicated towards faculty prep and advising only. Also included in the 155 contract days are the equivalent of 4 professional development days and the equivalent of 4 “value added” days as determined by Administration in consultation with Association.

## 11.2 Course Teaching Assignments

1. Working with the Vice President of Academic Affairs and subject to the Vice President’s approval, faculty members will develop with their division chair/director an annual course schedule that takes into consideration programmatic scope and sequence of courses that focus on a learner-centered schedule, which may include daytime, evening, weekend, distance learning (online, interactive television, etc.), and other courses.
2. The Vice President of Academic Affairs shall make all teaching assignments in consultation with the Division Chairs/Directors and faculty. When requested, faculty shall submit in a timely fashion their specific teaching requests for regular, full-time teaching assignments, including summer, to the Vice President of Academic Affairs and a copy to the Division Chair/Director. Depending on enrollment and after an opportunity for input from the Division Chair/Director and faculty, the Vice President will make additional recommendations for course assignments, course deletions, and any overload courses.
3. The Vice President of Academic Affairs has the prerogative to cancel courses with low enrollment and shall notify the Division Chairs/Directors and affected faculty in the event a course may be cancelled to allow an opportunity for input. In the event a core course is being considered for cancellation, the Vice President of Academic Affairs shall provide the faculty member with the opportunity to teach the low-enrollment class at reduced rate, per Article 17. The Vice President of Academic Affairs also has the option to offer the course as an independent study course for the affected student(s) in accordance with Section 11.6.
4. The Vice President of Academic Affairs will provide a written statement of overload/underload status to each faculty member within two weeks after the eighth day of classes.

5. Courses and schedules will be based on student demands and needs. Some and/or all teaching requests may not be met.
6. Class size limits will be set by the Vice President of Academic Affairs in consultation with the Department Chair/Director and faculty. Faculty members will be allowed to admit students over the class limit at their discretion; however, no extra pay will be given for extra students over the established class limit.

### 11.3 Workload and Working Hours

1. Workload is defined in “load hours” as follows:
  - a. One hour lecture per week per semester = 1 load hour
  - b. Two hours laboratory per week per semester = 1 load hour
  - c. One and one half (1.5) hours nursing and Allied Health clinical training time per week per semester = one (1) load hour
  - d. Three (3) hours shop time per week per semester = one (1) load hour. Shop time will only be paid should no other lecture, lab or shop classes be taught by the same instructor at the same time.
  - e. Three (3) hours practicum/internships per week per semester = one (1) load hour.
  - f. Oversight of Clinical Registered Resource Nurses and/or organization of clinical rotations = one (1) load hour per site.
  - g. Load hours for full-time faculty/head coaches are defined as fifteen (15) load hours for coaching duties and fifteen (15) load hours for classroom duties. Any course restricted to varsity athletes is included in the coaching duties.
2. A full-time faculty member is defined as an instructor/head coach who carries at least thirty (30) load hours per College year.
3. Normal workload for full-time faculty will be 30 load hours per year. Full-time faculty members shall teach no fewer than 12 load hours, nor more than 18 load hours per semester without prior written permission from the Vice President of Academic Affairs.
4. If a faculty member does not meet the required 30 load hours during fall and spring semesters, then the faculty member will be required to teach the appropriate load hours during the summer session to fulfill the required contract.
5. At the conclusion of the fall semester drop/add period, the Vice President of Academic Affairs will send an e-mail to each faculty member outlining his/her load and potential overload credits for the semester. Any load hours taught over 15 during fall semester may be paid at the overload rate if the faculty member directs the Vice President of Academic Affairs to do so via an e-mail reply. No response will mean overload will be paid only when load hours taught are over 30 per year. Faculty who choose to be paid overload at 15 during fall semester and do not make load at the conclusion of spring semester will be required to teach the appropriate load hours during the summer session to fulfill the required contract.

#### 11.4 Overload

Full-time faculty members will be allowed to teach up to 18 load hours per semester. Summer session is overload except in the case of a faculty member who has not met the required 30 load hours per contract year; summer courses will be used to make-up the difference (see Article 11.3.4 above). Any exceptions to this require permission from the Vice President of Academic Affairs.

#### 11.5 Online and Interactive Television (ITV) Instruction

Class size limits for online and ITV instruction will be set by the Vice President of Academic Affairs in consultation with the Associate Dean of Instruction and Distance Learning and the Department Chairs/Directors, and faculty.

Faculty members will be provided with an additional stipend for each student enrolled as an ITV student as per Article 17. No additional stipend will be provided to faculty members for teaching online classes as part of their regular load. An online class that is overload will be paid pursuant to Article 17.

#### 11.6 Independent Study

The Vice President of Academic Affairs must approve all independent study courses. If a regularly scheduled course is being offered, that course cannot be done as an independent study for that semester/term.

#### 11.7 Curriculum Responsibilities

Faculty members are responsible for developing appropriate, high quality curricular programming that meets accreditation and professional standards and follows the College's curriculum and program plan. Faculty members are required to annually submit course curricula and syllabi for all courses taught, including overloads, to the Vice President of Academic Affairs or designee. Course syllabi will be on file in the Student Services office and will be updated annually. The Vice President of Academic Affairs is responsible for having the syllabi files reviewed.

#### 11.8 Professional Development

Faculty will be required to attend four (4) days of professional development per academic year. The college will provide the training to be held during contract days to meet this requirement. Faculty may attend the training held during these days if they choose or may substitute two (2) professional development days. The college is not required to pay for substituted professional development. The Vice President of Academic Affairs must preapprove substituted professional development days to assure that they are tied to the faculty member's program, evaluation, and professional development goals. The Vice President of Academic Affairs and each faculty member must assure that all contract days are fulfilled. If the faculty member has met this requirement of four (4) days of professional development and wants to attend additional professional development training, the college may consider paying for it.

Faculty new to teaching over the interactive television and online systems will be required to attend specific training workshops, including a course for ITV instructors, given during the teacher workdays at the beginning of each semester.

Opportunities for instructors actively teaching online to share ideas and revise distance education policy will be held during the teacher workdays at the beginning of each semester and/or during the regular semester.

#### 11.9 Telework

The telework procedures covered by this Agreement are set forth as Appendix B, which is attached to and incorporated in this Agreement.

#### 12.0 EVALUATION OF MEMBERS

1. The Vice President of Academic Affairs is responsible for the evaluation of all Members and making recommendations to the President on matters of retention. The College shall use a separate evaluation for coaches who will be evaluated for coaching responsibilities by the Athletic Director.
2. The College shall develop an evaluation process and evaluation documents with mutual agreement from the Association. Nothing herein shall limit the College from evaluating an employee's total performance as a faculty member or coach.
3. An employee's evaluation shall be in writing. After completing the evaluation, the Vice President of Academic Affairs shall place a summary and/or the entire evaluation in the employee's file, as provided for in the evaluation process. Both the Vice President of Academic Affairs and the employee shall sign the summary and/or evaluation before it is placed in the employee's file.
4. If an employee believes the evaluation is incomplete or inaccurate, the employee may submit any objections in writing which shall be attached to the file copy, provided such written objections are received by Dean of Administrative Services and HR within fifteen (15) business days after the employee has reviewed the evaluation with the Vice President of Academic Affairs.

#### 13.0 DISCIPLINE, RE-ELECTION AND TERMINATION OF EMPLOYMENT

- 13.1 No full-time faculty member shall be reduced in compensation, suspended without pay, dismissed during the term of his/her annual individual contract, receive a formal written reprimand that is placed in the personnel file, be subjected to a disciplinary demotion, or be warned in writing of potential dismissal from employment, except for just cause.
- 13.2 During the first three (3) years of a faculty member's employment with the College as a member of the bargaining unit, the faculty member will be a probationary employee. Any probationary employee has no right to the extension or renewal of his/her annual

individual contract. The President, at their discretion, may non-renew a probationary employee's contract at the end of its term without cause or reason, and such decision by the President shall not be subject to any grievance procedure provided herein. The expiration of the term of a probationary employee's annual contract without Presidential action shall be deemed and considered the non-renewal of such probationary employee's annual contract.

- 13.3 Whenever the President has offered, and a full time faculty member included in the bargaining unit has accepted, in writing an annual individual contract for the fourth full year of employment, such faculty member shall be deemed a permanent employee, and no permanent employee's employment with the College shall be terminated by non-renewal of his/her annual contract except for just cause.

#### 14.0 TRAVEL POLICY

Reimbursement shall be made to faculty for registration, meals, lodging, and transportation expenses for travel pre-approved by the Vice President of Academic Affairs upon presentation of appropriate records or receipts. Automobile mileage shall be reimbursed in accordance with Montana statute.

#### 15.0 SENIORITY AND REDUCTION IN FORCE

1. Should the Trustees of the College decide to layoff faculty members in any program or discipline/content area, the employee or employees in such program or discipline/content area shall be laid off in reverse order of seniority.
2. Seniority shall mean a faculty member's length of continuous service with the College, within or without the bargaining unit, measured in calendar days from the first day the faculty member actually worked for the College on or after the faculty member's most recent date of hire. Authorized leaves of absences allowed by the College pursuant to this Agreement shall be included in determining a faculty members seniority. In the event that seniority is equal, the order of seniority shall be determined by lot.
3. An annual seniority list shall be prepared and posted by the Dean of Administrative Services and HR or designee upon the request of the faculty association. Any faculty member whose name appears on such list and who disagrees with his/her seniority date shall have ten (10) business days from the date of posting to provide written documentation, proof and request for seniority change to the Dean of Administrative Services and HR. Within ten (10) business days thereafter, the Dean of Administrative Services and HR shall make any changes deemed warranted and post the final seniority list.

4. The Trustees at the College shall determine the timing of layoffs, the number of faculty members to be laid off, and the program or discipline/content area in which such layoffs will occur.
5. A faculty member laid off pursuant to the above provisions may not bump another faculty member with less seniority in any other program or discipline/content area.
6. If the President of the College determine to fill a vacancy in a program, or discipline/content area from which faculty members are in lay-off status, such faculty members shall be recalled by seniority so that a faculty member with the greatest seniority on layoff status in such program or discipline/content area who attained at least a satisfactory rating on his/her last performance evaluation shall be offered the open position. No new faculty shall be employed by the College while there are Members on layoff, unless none of the Members on layoff are qualified to fill the position in such program or discipline/content area.
7. A member who is laid off shall remain on the recall list unless the Member:
  - a) Resigns or retires.
  - b) Is in layoff status in excess of 30 months.
  - c) Does not return to work within twenty (20) days after receipt of notification to return to work.
8. When placed on layoff, a faculty member shall maintain a current address with the College, and, if a position becomes available for the faculty member on layoff, pursuant to the provisions of this Agreement, the College shall provide written notice of such position to the faculty member. Notification to return to work shall be considered as having been accomplished by the College when it mails a certified letter to the faculty member at his/her last known address.
9. Nothing in this article shall be construed to limit the authority of the College to determine the number of employees, the establishment or priority of a program or discipline/content area, or the right to reduce faculty.



## 16.0 DISPUTE RESOLUTION

16.1 The College and the Association hereby acknowledge that it is desirable for the parties to attempt to resolve problems through informal communications as quickly as possible to the satisfaction of both parties. Nothing contained herein shall be construed to prevent a faculty member from discussing and resolving a problem with his/her department head.

### 16.2 Definitions and Interpretations.

- A. A grievance shall mean an allegation by a member of the bargaining unit of a violation, misapplication, or misinterpretation of any express term or terms of this agreement.
- B. An “aggrieved employee” or “grievant” means a faculty member who is a member of the appropriate bargaining unit making the claim.
- C. The time limits provided in this grievance procedure shall be strictly observed but may be extended by written agreement between both parties.
- D. In computing any period prescribed or allowed by procedures herein, the date of the act, event or default from which the designated period of time begins to run shall not be counted.
- E. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder during its term may be processed through this grievance procedure until resolution.
- F. Failure of the grievant to file a grievance or appeal to the next step within the time limits prescribed herein shall act as a bar to the filing of the grievance or to any further appeal, and an administrator’s failure to render a decision within the time limits presented herein shall permit the grievant to proceed to the next step.
- G. A form which must be used for the presenting of grievances shall be attached to this Agreement.
- H. The grievant may be accompanied by an Association representative.
- I. No reprisals of any kind shall be taken by the College or the Administration against any person because of participation in this grievance procedure.
- J. The filing and service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Grievances shall not be valid for consideration unless submitted in writing on the appropriate form to the Dean of Administrative Services and Human Resources.

16.3 Adjustment of Grievance. The grievant and the College shall attempt to adjust all grievances as follows:

Step I. If a grievant believes there has been a grievance, he/she shall discuss the matter with his/her department head as appropriate in an attempt to arrive at a satisfactory solution. If the grievance is not resolved as a result of this meeting, the grievance shall be reduced to writing on the form provided by the College, attached hereto, which sets forth the facts and the specific portions of this Agreement allegedly violated and the particular relief sought. An alleged grievance must be presented in writing on the appropriate form to Dean of Administrative Services and Human Resources within fifteen (15) business days of the occurrence of the event, or within fifteen (15) business days of the time that the grievant through the use of diligence should have known of the alleged grievance.

The Dean of Administrative Services and HR shall meet with the grievant within ten (10) business days after receipt of the written grievance and give a written answer to the grievant within ten (10) business days after the meeting. The grievant has ten (10) business days within which to either accept the answer or appeal it in writing to the next level.

Step II. If the grievance has not been resolved at Step I, it may then be appealed in writing to the President of the College. The President or his designee shall meet within ten (10) business days after receipt of the written appeal to discuss the problem with the grievant. Within ten (10) business days of the meeting the President or his designee shall submit a written answer to the grievant.

16.4 The decision of the President at Step II shall be the final decision of the College, except in cases involving a probationary or permanent faculty member who is being reduced in compensation, suspended without pay, receives a formal written reprimand that is placed in the personnel file, or dismissed during the term of an annual contract, or in cases involving a permanent faculty member whose annual contract is not renewed at the end of its term. Subject to the above provisions, the grievant or the College shall have the right to take such other action or pursue such other remedies available to it by law or equity.

16.5 If the grievance involves a permanent or probationary faculty member who is being reduced in pay, suspended without pay, receives a formal written reprimand that is placed in the personnel file, or dismissed during the term of an annual contract or a permanent faculty member whose annual contract has not been renewed at the end of its term and remains unresolved at the conclusion of Step II, it may be submitted for binding arbitration at the discretion of the grievant, provided written notice of the request for submission to arbitration is delivered to the College President's Office within ten (10) business days after the date of receipt of the decision at Step II.

If the parties do not agree as to the arbitrator within five (5) business days from the notification date that arbitration shall be pursued, the Board of Personnel Appeals shall be called upon to submit, within three (3) business days to both parties, a list of five (5)

names. Within five (5) business days of receipt of the list, the parties shall select an arbitrator by striking two names from the list in alternate order, and the name so remaining shall be the arbitrator.

#### 16.6 Arbitration

- A. If the grievance is not resolved or otherwise disposed of at Step II, the Association may request arbitration by giving notice to the other party within ten (10) business days of the date of the issuance of the Step II decision.
- B. Within ten (10) business days after such written notice of submission to arbitration, the President and/or the Association may request a list of five (5) arbitrators from the Board of Personnel Appeals. Within five (5) business days of receipt of the list, each party shall strike two names from the list in alternate order and the name remaining shall be the arbitrator.
- C. The arbitrator shall consider the grievance and render a decision that shall be final and binding upon the parties.

#### 16.7 Arbitration Costs

Each party shall bear its own cost of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties. If one of the parties wants transcripts from the arbitration proceedings, the party requesting the transcript shall pay all costs of the transcript. If both parties request transcripts, they shall share equally the costs.

#### 16.8 Election of Remedies

A grievant, or the Association on behalf of any grievant, instituting any action, proceeding or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory or regulatory process for which relief may be granted, subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived.

#### 16.9 Jurisdiction of the Arbitrator

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall decide all substantive and procedural arbitrability issues. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator.

The award of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the award. If a motion to vacate the arbitrator's award is

entered into a court of competent jurisdiction, and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including, but not limited to the adverse party's court costs, legal fees, and other related expenses incurred as a result of defending such action.

16.10 Time of Hearings and Meetings.

Grievance hearing and meetings shall be conducted at a time that will provide an opportunity for the aggrieved party and all parties of interest to be present.

**GRIEVANCE REPORT FORM  
MILES COMMUNITY COLLEGE**

Grievance No: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Date Grievance Occurred: \_\_\_\_\_

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Signature of Grievant: \_\_\_\_\_

Date Received by Vice President of Academic Affairs:

\_\_\_\_\_

**NOTE:** Must be presented to the Vice President of Academic Affairs within time limits set forth in Article 16.

## 17.0 PROFESSIONAL COMPENSATION

### 17.1 Salary Schedule

The salaries of Members covered by this Agreement are set forth as Appendix A, which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect during the period designated on such schedule.

The labor management committee to consist of three representatives from the faculty association and three representatives from administration will develop a new faculty compensation process during the term of this agreement, with no reduction to current faculty salaries. If this is not complete by the end of the first year, then a representative from the Board of Personnel Appeals (BOPA) will facilitate discussions during the second year.

### 17.2 Additional Work Days

Members who are required in writing by the President or Vice President of Academic Affairs to work more than 155 days in a contract year shall be paid at the rate of 1/155 of their regular salary for each additional day worked.

### 17.3 Independent Study

When a Member agrees to supervise an independent study course which has been approved by the Vice President of Academic Affairs, the member shall be compensated on the following basis: \$60 times the number of students in such course times the number of credits given for such course.

### 17.4 Overload Rate

Overload rate is payment for load hours taught in excess of 30 load hours per year or as defined in 11.3.5. The overload rate is \$625 per load hour.

### 17.5 ITV Stipend

ITV stipends are only paid provided that the aggregate course enrollment is at least eight students, including on-campus and ITV/distance students. ITV stipends shall be paid at the rate of \$10 times the number of students in the ITV section times the number of credits for such ITV section.

### 17.6 Summer Committee Work

Some committees will meet during the summer. Meetings may take place and take action with or without faculty participation during the summer. Because faculty perspective is valuable, faculty who are on these committees are expected to attend these meetings as they would meetings during the regular school year (if not in person then remotely by phone or live conference software). The assigned faculty committee member will be compensated \$50 per meeting. There will be no additional compensation for meetings

occurring during a faculty member's value added/SOAR day. Faculty are not required to attend summer meetings. It is the responsibility of faculty to make arrangements with the Vice President of Academic Affairs if they do not want to participate in summer meetings. Those arrangements could be a committee change request or written acknowledgement that summer meetings will not be attended.

## 18.0 FRINGE BENEFITS

- 18.1 The College shall arrange for participation in a health and major medical group insurance plan for eligible faculty members who enroll in the plan. The College shall provide eligible bargaining unit members with group insurance in accordance with the provisions of the Montana University System Group Insurance Plan and applicable state law. Thereafter, should the College decide not to provide such insurance through the Montana University System Group Insurance Plan, it shall seek input from the Association before such decision becomes final.
- 18.2 To be eligible to enroll and participate in the health and major medical insurance plan, a faculty member must be a full-time employee as defined in Article 11.3, and must be on active pay status at the time of enrollment and participation.
- 18.3 The College shall contribute the employer contribution as established by the Montana University System Group Insurance Plan and applicable state law for each enrolled faculty member who is eligible for a College contribution as provided for above. Any additional cost shall be borne by the employee and paid through payroll deduction.
- 18.4 The College participates through the Montana University System Benefits Plan in a flexible benefit plan based on Section 125 of the IRS to pay eligible, non-reimbursable health and dependent care costs. The plan shall be administered by a disinterested third party. Participating employees shall pay a fee to administer their individual accounts. Participation is voluntary.
- 18.5 It is understood that the College's only obligation under this Article is to purchase or provide insurance plans or policies and pay such contributions as agreed herein, and no claim shall be made against the college as a result of the denial of insurance benefits.

## 19.0 MISCELLANEOUS PROVISIONS

- 19.1 Severability. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.
- 19.2 Individual Employment Contracts. Any employment contract between the College and an individual faculty member shall be consistent with and subject to the provisions of this

agreement.

- 19.3 During its term, this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement, after completion of appropriate ratification procedures by both parties.
- 19.4 This agreement contains the entire understanding between the College and the Association after the exercise of the right and opportunity to bargain with respect to any subject matter as to which the Montana Public Employees bargaining law imposes a duty to bargain and contains the entire understanding of the parties. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, College policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.
- 19.5 Distribution of Contract. Upon final ratification and approval of this Agreement, each party will have a signed original of the final agreement. The College will have an electronic copy of the agreement placed on the public drive of the College computer network within ten (10) business days.

20.0 NO STRIKES

The Association and all members of the bargaining unit agree that there shall be no strike, sympathy strikes, or slow-downs of work during the term of this Agreement, nor shall there be any concerted activities that interfere with the normal operations of the College.

21.0 DURATION

Except as provided herein, this Agreement shall be effective as of July 1, 2021, shall remain in full force and effect through June 30, 2023. The Contract shall be considered as renewed from year to year thereafter unless either party to the Agreement notifies the other party, in writing, of its desire to modify or terminate this Agreement. Notice of intent to terminate or negotiate changes in this Agreement may be given by either party by providing written notice on or before April 1, 2023, to the other party.



THIS AGREEMENT IS SIGNED ON THIS \_\_\_\_\_ Day of \_\_\_\_\_, 2021.

IN WITNESS WHEREOF;

For the College:

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Ryan Jones  
Chairman of the Board of Trustees  
Miles Community College

For the Association:

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Dr. Molly Magestro  
President  
Miles Community College Faculty Association

## APPENDIX A – SALARY SCHEDULE

1. An employee shall be eligible to move one experience step per additional fiscal year during the term of this Agreement (FY 2022 and 2023).
2. All employees shall be placed on the salary schedule at a level that they qualify for under guidelines contained herein. Newly employed teachers shall have six (6) months from the date of initial salary schedule placement to challenge said placement based on said guidelines.
3. Up to, but not to exceed a total of 12 (twelve) years, shall be credited as previous teaching experience for purposes of determining initial placement on the salary schedule, and work experience, directly related to the teaching assignment, will be recognized with one year of credit for every two years of work experience, also not to exceed 12 (twelve) years. Credit for each full year of teaching experience at an accredited institution will be recognized.
4. Lateral education advancement on the salary schedule shall be allowed pursuant to the following criteria:
  - (a) BA plus or MA plus on the salary schedule implies acceptable work completed (grade of C or better) after receipt of the degree. These credits may be in graduate courses or upper division courses related to the teaching area.
  - (b) No advancement credits shall be accepted for course work that is duplicative unless written approval has been granted by the College President.
  - (c) Credits earned for advancement on the salary schedule must be approved in writing in advance by the Vice President of Academic Affairs and must be related to an employee's teaching assignment or professional development plan. Appropriate and applicable lower division credits may also be approved. A copy of the credit preapproval will also be provided to the Human Resources officer to be placed in the personnel file as part of the Faculty Education Advancement Form.
5. Employees who have earned a Master's degree in a field directly related to their teaching assignment from an institution whose accreditation is recognized by MCC shall be entitled to a stipend as shown on the pay matrix. Employees who have earned a doctorate degree in a field directly related to their teaching assignment from an institution whose accreditation is recognized by MCC shall be entitled to a stipend as shown on the pay matrix. Any employee who is a licensed Registered Nurse and is teaching in the nursing program shall be entitled to a stipend as shown on the salary schedule. If approved by the President, employees with a nationally recognized professional/technical certification or state licensure shall be entitled to a stipend as shown on the pay matrix, if such certification or license is directly related to their teaching assignment.

Once such stipend is granted, it shall not be withdrawn as long as such certification or license is maintained by the faculty member and the criteria for obtaining such certification or license are not materially altered.

6. The process for educational advancement is as follows:
  - (a) Evaluation of credits for education advancement shall be made following receipt of official transcripts or records.
  - (b) The teacher is responsible for seeing that official transcripts and records are ordered and provided to the College.
  - (c) Written notice to request educational advancement on the salary schedule must be given to the Vice President of Academic Affairs by May 1 of each year. The Educational Advancement Form for giving this notice is available on the shared drive. Individual contracts shall include a reminder of this deadline and the availability of the form. Salary adjustments for the following year will be effective at the opening of the fall semester if credit hours have been earned before September 1. Verification of credit hours earned shall be furnished to the Vice President of Academic Affairs before October 1. Educational advancement shall be verified by October 1 or it will not be allowed until the next fiscal year.
7. Yearly faculty salaries shall be divided into twelve (12) monthly pay periods beginning in September. Monthly paychecks are distributed to faculty on the 25<sup>th</sup> of each month, or on the last business day, preceding, if the 25<sup>th</sup> falls on a weekend or holiday.
  - (a) Should the Member's contract be terminated during the school term, the Member shall receive a total salary which shall be in proportion to the number of days taught compared to the number of days of obligation as listed in the college calendar.
  - (b) Final paychecks for terminating faculty shall not be issued until the faculty checkout form has been completed.
8. On or before March 31 the College shall notify, in writing, each faculty member if his/her contract will be renewed or if an administrative recommendation will be made to the President to non-renew his/her contract which will occur during the month of March. Any faculty member who does not receive such notification on or before March 31 is automatically re-elected for the ensuing academic year. Notification shall be deemed complete when such notification addressed to a faculty member is placed in the U.S. mail, postage prepaid.
9. Any faculty member who receives notice of the awarding of an annual individual contract or renewal of an annual individual contract shall provide the College with written acceptance of such contract within twenty (20) working days after receipt of such notice. Failure to notify the College of acceptance within such twenty (20) working days shall be deemed conclusive evidence of the faculty member's non-acceptance of employment.

10. The employer at its discretion pays newly hired faculty members a recruitment adjustment stipend of up to \$10,000 in additional compensation when external market pressures make recruitment of qualified faculty in that discipline extraordinarily difficult. The Labor/Management Committee 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 based upon his/her placement on the faculty salary schedule (not including the recruitment adjustment stipend) which are negotiated in subsequent years. In no case will the academic year salary of a faculty member who has been given a recruitment adjustment stipend be reduced.

In the event that this clause is used to increase the salary of a new hire, the employer may, at its discretion, pay current faculty members (in the same discipline as the new hire) a retention adjustment up to \$10,000 in additional salary.

This clause is valid only through June 30, 2023.

**Miles Community College  
Faculty Salary Schedule  
FY 2022/2023**

STEP	LEVEL I	LEVEL II	LEVEL III	LEVEL IV	LEVEL V
1	-	-	-	-	-
2	30,250	35,036	35,995	36,952	38,029
3	31,207	35,995	36,952	37,909	38,988
4	32,165	36,952	37,909	38,867	39,945
5	33,123	37,909	38,867	39,826	40,783
6	34,201	38,988	39,945	40,902	41,982
7	35,276	40,065	41,023	41,982	43,057
8	36,276	41,143	42,100	43,057	44,135
9	37,276	42,219	43,178	44,135	45,212
10	38,276	43,295	44,254	45,212	46,288
11	39,526	44,493	45,451	46,410	47,487
12	40,776	45,690	46,648	47,605	48,683
13	42,026	46,888	47,845	48,804	49,880
14	43,276	47,888	49,043	50,000	51,077
15		48,888	50,239	51,198	52,274
16		49,888	51,555	52,513	53,590
17		50,888	52,555	53,831	54,907
18		51,888	53,555	54,831	55,907
19			54,555	55,831	56,907
20			55,555	56,831	57,907
21			56,555	57,831	59,157
22				58,831	60,407
23					61,407
24					62,407

- LEVEL I Associates
- LEVEL II Bachelor's/Master's
- LEVEL III Bachelor's/Master's+10
- LEVEL IV Bachelor's/Master's+20
- LEVEL V Bachelor's/Master's+30

\$1,000 additional compensation shall be provided to employees who have obtained a nationally recognized vocational certification or state license as approved by the President.

\$2,000 additional compensation shall be provided to employees with an earned Masters degree from an accredited institution.

\$2,500 additional compensation shall be provided to employees with an earned Doctorate degree or MFA degree in a field directly related to their teaching assignment from an accredited institution.

\$2,500 additional compensation shall be provided to any employee who is a licensed Registered Nurse and is teaching in the nursing program.

Faculty members receiving any additional stipend will be eligible for base increases, experience increases, and promotion and minimum increases based upon his/her placement on the faculty salary schedule (not including stipends) which are negotiated in subsequent years.

## **APPENDIX B – Telework Procedure**

### **Procedure Statement:**

The goal of this document is to provide telework procedures that meet the faculty job description and the master faculty agreement requirements for full-time online instructors or full-time faculty with extenuating circumstances.

### **Eligibility and Participation:**

Teleworking is not a formal, universal employee benefit, but rather, an alternate method of meeting the needs of the college's online or distance programs. Full-time faculty of Miles Community College may be eligible for telework if:

1. One hundred percent (100%) of their courses are taught online in a Board of Regents approved fully online program other than the general AA and AS, or
2. One hundred percent (100%) of their courses are taught at an off-campus teaching site over fifty (50) miles from the MCC campus, or
3. They receive approval from the Telework Committee for extenuating circumstances of one year or less. The Telework Committee will be comprised of two (2) union representatives to be assigned by the President of the Miles Community College Faculty Association, the Vice President of Academic Affairs and the Vice President of Administration and Finance. At least a 3-1 vote will be considered as majority to obtain approval.

If the faculty member meets one of the criteria above, they must also pass the following litmus test:

- The instructor owns a computer and the software necessary to teach their class load at the same level of service as provided on campus.
- The telecommuting arrangement must not disrupt service to the instructor's students or other employees of the College.
- 

### **Work Performance Expectations of Teleworkers:**

Telework faculty are under the jurisdiction of the faculty master agreement and MCC Board Policy. They are responsible for all components of a full-time faculty member's job description. However, they work online from an off-campus location and do not have an on campus office with access to technology, equipment and supplies.

The performance standards and evaluation instrument for the full-time faculty member working at the alternate worksite shall be equivalent to the standards used for full-time faculty working on campus. Nothing in the Telecommuting Procedure waives or changes standards of performance or behavior in the workplace with the exception of attending graduation. Telecommuting instructors are not required to attend the graduation ceremony in May.

The arrangement can be terminated by either party with a minimum notice of seven working days if it can be shown that the arrangement is no longer feasible. The notice requirement is waived in cases of temporary changes to the arrangement arising from emergency conditions.

**Telework Agreements:**

Telework Agreements shall be in writing only for those full-time faculty members who have been granted approval from the Telework Committee for extenuating circumstances of one year or less. The agreement shall address the following:

1. Faculty course load expectations during the telework period.
2. Performance expectations and measurements.
3. Working hours.
4. Duration of the agreement.
5. A provision that the entire MCC Telework Procedure is inclusive in the Teleworking Agreement.
6. Signatures of the instructor, Vice President of Academics, and the Dean of Administrative Services and HR.

**Hours of Work and Pay Provisions:**

Telework faculty members will be expected to be logged into their online courses and working on coursework for 35 hours per week minimum. They must post a minimum of 7 office hours on each syllabus where they may be reached by telephone or internet without fail and inform the Vice President of Academic Affairs. If the teleworker will not be available during their office hours on any given day, they must report this to the Vice President and the students in the courses.

**Communication:**

The telework instructor is primarily responsible for maintaining effective communication and workflow among co-workers and students. The teleworking faculty member will be responsible for paying individual Internet lines.

A stipend for a cell phone will be provided at the basic user level as outlined in the MCC Board policy. The expectation will be that the teleworker use the cell phone to communicate with Miles Community College personnel, students and other people who assist with the completion of hired duties. Inaccessibility via the cell phone will result in the loss of the cell phone and the teleworking faculty member will become responsible for all communication costs in the course of their job.

**Advising:**

The telework instructor will be assigned advisees in the recognized distance program in which they teach. The advisees will be distance education students, and thus will have the expectation of talking with their instructor via telephone, e-mail or web-conferencing. It will be the responsibility of the teleworker to keep in close contact with their advisees concerning grades, at-risk reports, class scheduling, drop/add procedures, and graduation requirements.

The drop/add forms will be available electronically after the eighth class day for electronic signatures. Prior to the eighth class day, the advisor and/or student have the capability to drop or add classes in the student management system. The at-risk reports and intent to graduate forms will also be available online for students and advisors.

**Faculty Meetings and Committee Assignments:**

The telework faculty shall attend faculty meetings, division meetings, all-employee meetings, and committee work through technology. Utilizing a web camera and microphone provided by the teleworker and attached to a computer, he/she will attend scheduled meetings through internet calls via an agreed upon streaming video and audio platform. This platform will be approved and supported by the IT department at Miles Community College, however, all hardware issues are the responsibility of the teleworker.

**Compensation, Benefits, Taxes:**

Compensation and benefits as outlined in the faculty master agreement, including leave accruals, are not affected by teleworking. Teleworking faculty are responsible for any personal income tax implications resulting from working at a home workspace.

**Injuries/Workers Compensation/Leave:**

The employee will be covered by worker's compensation laws and procedures for all work-related injuries that occur in the designated workspace during the telecommuter's defined work period. Worker's compensation will NOT apply to non-job related injuries that might occur in the designated workspace. Miles Community College is not liable for any injuries to family members, visitors and others in the designated workspace.

Telework instructors accrue leave as outlined in the Faculty Master Agreement. Leave requests will be managed through the Banner system.

**Travel:**

The telework instructor is not covered by the college when commuting to and from work on days the employee is working at the regular college worksite. Teleworking faculty members will be required to visit the main campus at least one time per year for professional development activities and to meet face-to-face with other campus faculty and staff.

Job related travel is compensable in accordance with the College travel policy as outlined in the Board of Trustees handbook.

**Work Space Health and Safety:**

The telework instructor is responsible for establishing and maintaining safe and healthful working conditions in their alternative work space. Instructors who wish to have help in determining whether their alternative work site/space is "safe and healthful" may request assistance from the Department of Labor and Industries, who offers free safety and health consultations through its Workplace Consultation Services Program.

**Supplies:**

The teleworking instructor may be reimbursed for supply purchases within their budgeted allowance. The division chair or director for their department, (general education, career and technical, or nursing) will approve supply purchases within the budgeted amounts. The acquisition process will be computerized through Banner.

**Intellectual Property:**

In the absence of a formal written agreement to the contrary, any copyrights arising from the work of the employee, even those performed while teleworking, are the property of the College.



**Security:**

College information and data that are stored at the alternative worksite should be kept in a secure area. For work that has security/confidentiality issues, passwords for computer access must be established. Backups of data should be performed on a scheduled basis and stored at the regular college worksite. Employees will take all precautions necessary to secure proprietary information and prevent unauthorized access to any college system from their alternate worksite.

### **APPENDIX C – Remote Work:**

Addendum: Faculty shall be permitted to work from a remote location without using sick or personal leave for a maximum of 2 days per academic year with the prior approval of Vice President of Academic Affairs. The purpose is to assure minimal disruption of the instructional schedule when the faculty member needs to be off campus. This provision is valid for the duration of this contract and will be reassessed for continuation when the contract expires.