

REVISED DRAFT 11-30-09

PART-TIME INSTRUCTIONAL NON-BARGAINING UNIT PERSONNEL PRACTICES

RECOGNITION

Chemeketa Community College hereby recognizes the following individuals as those contracted by the College to perform teaching assignments in non-credit classes that are not identified in other bargaining units.

Specifically excluded from this unit are supervisory and confidential employees and employees who are members of another College bargaining unit.

SALARY

Refer to the attached salary schedule.

STEP PLACEMENT AND MOVEMENT

Full-time Instructors Teaching Part-time

Full-time Instructors will be awarded during their probationary period, step placement and movement as outlined in the full-time bargaining agreement. Once a full-time instructor has completed his/her probationary period, he/she will automatically be placed on step seven (7) of the part-time instructor salary schedule and after one year on step seven (7) will be placed on step eight (8). If, however, the probationary period is extended past the traditional three year period, the full-time instructor will remain at the appropriate step on the part-time instructor salary schedule until he/she is placed on regular status. If a full-time instructor has received prior credit for teaching as a part-time instructor at Chemeketa, he/she will be awarded that additional credit.

Part-time Instructors

Initial step placement for new part-time instructors shall be at step one (1) of the salary level relating to the part-time assignment. Employees who have completed part-time instructional work assignments at the college may be given credit for their prior work in determining initial salary step.

Supervisors may request greater than step one (1) placement based on experience and market demands. Step placement greater than step one (1) requires department head/dean approval. Instructors who are in this category, and do not start at Step one (1) will remain at this step until they reach the designated number of hours for step movement. The step will remain the same even if the instructor is teaching on different levels of the salary schedule. Only one step (pay rate) is available per instructor.

Other salaried staff

Other salaried staff who are working part-time will be allowed to review the initial step placement and may, with the approval of the dean, be awarded additional step movement. The department head/coordinator and dean may determine that the staff member is teaching courses that have a direct bearing with the employee's primary full-time work assignment and may give credit for that assignment.

Step Movement

After initial placement, a limit of one step per year will be granted to all part-time instructional staff, excluding full-time instructors. Step movement will be effective the first working day after the end of the term in which the instructor qualified for step movement. Each new year will begin with summer term and will end with spring term. Part-time instructors will be awarded one step for every 242 hours of part-time instruction on the "CM" (contact method) courses at the College. The payment of the awarded salary step shall occur the following quarter of employment. Only one step increase shall be awarded during each academic year including summer quarter with summer being the first quarter and likewise spring being the fourth quarter. "Awarded" as used in this section means earned, or qualified for. If an instructor has banked hours toward a step movement and is awarded a step prior to accumulating the required 242 hours those hours will continue to accrue and an instructor will receive a step increase at the beginning of the next academic year. No more than one step is can be given in an academic year.

WORKSHOPS/SPECIAL ASSIGNMENTS

The use of the "D" rate on the pay schedule will be based on one or more of the following criteria which justifies the higher level. This rate requires Dean approval.

- a) years of experience;
- b) lack of qualified applicants;
- c) established community reputation which would increase enrollment in classes;
- d) special community resources involved (such as studio access);
- e) market rate; and
- f) tuition structure.

Generic course numbers will be used for non-reimbursable courses only and require Dean approval. Reimbursable course numbers will continue to be processed through the Curriculum and Instruction Department.

EVALUATION

A part-time instructor may be evaluated when the College determines to do so. If evaluated, the employee will be given an opportunity to respond and both the evaluation and response will be placed in the employee's personnel file.

PERSONNEL FILES

The College will maintain personnel files on each part-time instructor in the College Human Resource Department. Materials that are obtained confidentially by the College during the employing process shall not be made a part of the official personnel file. The personnel file, by appointment, shall be open for inspection by the employee and such other persons as are officially designated by the College or the employee in accordance with such rules and regulations as the College may adopt. Materials relating to part-time instructors, including evaluations, will be placed in the personnel file.

EMPLOYMENT

Employment at Chemeketa Community College will be on a term-by-term basis. The College will make available, upon request by the instructor, their proposed future assignments. However, it should be understood that notification of a proposed future assignment does not constitute an employment contract. It is expressly recognized that the College may decline to re-employ any part-time instructor member for any academic, fiscal, or programmatic reason.

LEAVES

An employee's supervisor may grant up to two days of leave during any contracted term of employment for reasons of illness or emergency which the supervisor deems compelling. Such leave will be with pay unless the college employs a substitute.

CALENDAR

Employees are not expected to work on college observed national holidays that occur within their contracted period of employment. However, the supervisor may require that instructional periods lost to holidays be made up within the contracted period of employment.

WORKLOAD

Non-credit part-time instructor may be employed for 50% or more of a full-time instructional workload on an annualized basis during the academic year provided the course taught are not recognized and are not offered as part of any salaried employees assignments.

JURY DUTY

An employee shall be granted leave with pay for service upon a jury or when subpoenaed as a witness; however, such compensation shall be reduced by the amount the employee received for such jury service or as a witness, excluding compensation for travel or expenses.

During the period of time an employee is on jury duty, he/she will be responsible for reporting for duty at the College those days when he/she is not required to report for, or is excused for the day from jury duty.

INSTRUCTIONAL AUTHORITY

Each employee will be given the initial responsibility to determine classroom discussion and method of presentation of the subject he/she teaches. Instructors will use textbooks and other instructional or informational materials for their subjects or areas of concern in accordance with the policies and guidelines as developed by the College. Upon approval of the supervisor, alternate textbooks and other instructional or informational materials may be utilized.

The instructor shall maintain the first right and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without consultation with the instructor, unless after a good faith effort, the instructor cannot be located for consultation.

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All written materials, audio tapes, video tapes, films or any other instructional media or materials developed when the writer or developer is paid by the College specifically for the work or when the work is done during assigned college work hours, shall become the property of the College.

TUITION WAIVER

The part-time instructor not covered by another college agreement will be eligible to receive tuition waiver for professional development directly related to the courses which he/she is teaching at the College as follows:

| | |
|---------------------------|----------------------------------|
| Employees on steps 1 - 5: | 4 credit hours per term employed |
| Employees on steps 6 - 8: | 8 credit hours per term employed |

For the purposes of this section 11 contact hours is equivalent to one (1) credit hour. Waivers may be used anytime within the current term or the ensuing three terms, including summer.

A tuition waiver will not be granted if it has the effect of displacing a tuition-paying student or if the course work would interfere with the employee's regular assignment. Tuition waivers cannot be used for self-support classes. The college will not be required to reschedule assigned classes and duties to accommodate the tuition waiver.

COMPLAINT PROCESS

1. The employee is responsible for beginning the complaint process by contacting his/her immediate supervisor within twenty (20) College working days after the facts upon which the complaint is based or first became known to the employee.
2. The employee and his/her immediate supervisor will then meet to informally discuss the complaint and make an earnest attempt to resolve the complaint at this level.
3. The supervisor shall respond in writing to the employee within five (5) working days after the meeting. If the employee is not satisfied with the response, then a formal written complaint must be filed within five (5) working days of the supervisor's response. This written complaint should be a precise statement of the facts and remedy sought.
4. The division dean or representative shall review the complaint and respond in writing within ten (10) working days.
5. If the complaint is not resolved at this level, the employee may file a complaint with the college president within ten (10) working days after receiving the division dean or representative's written response.
6. The president or his/her representative shall review the complaint and give a written answer to the employee within ten (10) working days after receipt of the written complaint. The president's or representative's decision is the last step of the complaint process and shall be final.