ARTICLE 18 - PART-TIME FACULTY SALARIES AND BENEFITS

18.1 Part-time Faculty shall be compensated in accordance with Appendix C and the provisions of this Article. Pay rates in Appendix C will become effective Fall term for each year of this Agreement.

18.11 Pay for courses designated as lecture, laboratory or lecture and laboratory will be paid the corresponding rates in Appendix C based on the number of contact hours as set forth and maintained by the College Curriculum Office.

18.111 The rate for laboratory classes is .74 of the corresponding lecture rate.

18.112 Pay for lecture/laboratory combination courses will be determined as above. The pay rate per contact hour will be based on .25 of the lecture rate and .75 of the laboratory rate in Appendix C.

18.113 The hourly rates in Appendix C also will be used to pay Instructors for pay due when a class is canceled, to pay a substitute, when a course is taught by more than one Instructor, or for modular courses or short term courses.

18.114 If the part-time Faculty member is not eligible for paid leave, the hourly rate will be deducted for any missed class.

18.115 Pay rates for classes with less than ten students may be based on the tutoring rate when Management determines it is preferable to offer the course rather than cancel it due to low enrollments.

18.12 Counselors, Librarians and Tutors shall be paid for all hours worked based on the corresponding hourly rates in Appendix C.

18.13 Canceled Classes or Work Assignments. When Management cancels a class or work assignment, the Faculty shall be paid at the contract rate for all classes that met or days that were worked prior to the cancellation. If the notice of class cancellation is issued less than three working days before the first class meeting, the part-time Faculty shall be paid for contact hours scheduled for the first class session. In the case of non-teaching assignments, the part-time Faculty shall be paid only for the actual number of hours worked.

18.2 Step Placement

18.21 All newly hired part-time Faculty will be placed on Step 1, except where the College has a specific agreement for part-time Faculty in a difficult to recruit subject area as provided in Article 18.4. Part-time Faculty who are re-hired after a period of separation will be placed at the step they were on at the time of separation.

18.22 Any continuous appointment, full-time Faculty member who subsequently becomes a part-time Faculty member under this Agreement will be placed on Step 8.

18.23 Part-time Faculty (except Counselors, Librarians, Tutors and those teaching in the TE programs), will progress between pay steps on the basis of accumulated contact hours as follows:

18.231 Movement to Step 2 will occur upon completion of 200 contact hours.

18.232 Movement to Step 3 will occur upon completion of 400 contact hours.
Movement to Step 4 will occur upon completion of 800 contact hours.

Movement to Step 5 will occur upon completion of 1200 contact hours.

Movement to Step 6 will occur upon completion of 1600 contact hours.

Movement to Step 7 will occur upon completion of 2000 contact hours.

Movement to Step 8 will occur upon completion of 2400 contact hours.

Part-time Faculty teaching in the TE programs and part-time Counselors, Librarians and Tutors will progress between pay steps on the basis of years of service as follows:

- Step 1: 0 - 5 years
- Step 2: 5 - 7 years
- Step 3: 7 – 10 years
- Step 4: 10 or more years of service

Full-time temporary Faculty assignments will count toward the completion of contact hours required for part-time Faculty step movement, beginning with full-time temporary assignments Winter term 1998.

Step movement will occur at the start of each Fall term. For the 2009-2010 and 2010-2011 academic years, step movement will also occur at the start of each Winter term.

Writing Bonus. Part-time Faculty may qualify for a "writing bonus" in accordance with Articles 5.43 and 6.222. The writing bonus is based on the premise that teaching Faculty will spend at least two hours in writing conferences and writing analysis activities for every three hours of lecture. The writing bonus shall be calculated from the rate for Writing Conferences (Appendix C).

Market Supplement. In some instances, issues of recruitment or retention created by labor market conditions may make it necessary for the College to make supplements to pay for particular skills or knowledge required in a subject area. When such conditions exist for part-time Faculty, Management may utilize the process in Article 16.442 to propose such supplements for part-time Faculty.

Tax Deferred Annuity Plans. The College shall make available through payroll deduction, at the option of the employee, a Tax Deferred Annuity Plan (TDA). The TDA plan allows employees to make pre-tax contributions to any of the College-approved, participating investment companies for the purpose of sheltering income to be used at retirement. Part-time Faculty must have completed 600 contact hours to become eligible for participation in this program. Once eligibility is established, the employee may continue to participate without regard to any hours limitations.

Part-Time Faculty Health Insurance Coverage

Part-time Faculty, as defined in Article 1.21 of the Faculty and Academic Professional Agreement, shall be provided group health insurance coverage (medical only) under the following terms:

A. Part-time faculty with a cumulative instructional FTE of 1.5 (a four-term average of .375 FTE or a 3-term average of .5 FTE) completed on an academic year cycle
(September 1 through August 31) will be enrolled in part-time medical insurance coverage for the following benefit plan year. Part-time faculty must re-qualify for eligibility each year.

B. The benefit plan year will run from October 1 through September 30. Open enrollment will be offered one time per year prior to the October 1 start of the plan year. Coverage will be medical only. Eligible part-time faculty may choose coverage from the ODS or Kaiser group medical plans offered.

C. All eligible Part-time Faculty must either enroll in one of the available group medical benefit plans or waive insurance coverage. Waiver of insurance requires proof that the employee has existing medical coverage under another group plan. No insurance waiver incentive will be paid. Part-time faculty who do not either voluntarily enroll in a plan or waive coverage within the specified timeframe will be defaulted to the ODS Plan 8 benefit plan at single party coverage for the entire plan year. Once enrolled, employees may not change coverage unless it is for a qualifying event. Coverage may not be dropped unless the employee resigns from employment. If the employee is dropped from coverage due to resignation or failure to pay his/her share of premiums, the employee may not re-enroll later in the same plan year. If an employee is dropped from coverage due to failure to pay his/her share of premiums, the employee is not eligible for COBRA.

D. Eligible part-time Faculty who are not assigned to teach in any one term will have their insurance coverage bridged for a maximum of one term. However, if the employee has already reached the instructional FTE to qualify for health insurance the following year, his/her insurance will continue to be bridged. When being bridged, the College will continue contributions to the cap, provided the part-time faculty continues to self-pay his/her share of the insurance premium.

E. The college will make a flat monthly contribution of 65% of the employee-only full-time cap, in effect for full-time Faculty and Academic Professionals for the full-time benefit plan year (October 1 through September 30), toward the cost of insurance premiums for eligible Part-time Faculty. Part-time faculty will be responsible for payment of the balance of monthly premiums through bi-weekly payroll deductions. The amount owed by the employee will vary depending on the plan selected, along with the selected level of coverage; i.e., single party, two party or full family coverage. In the event the employee’s bi-weekly pay is insufficient to cover his/her share of the insurance premium or if the employee is being bridged, he/she must self-pay the balance of the premium within 30 days of the due date or he/she will be dropped from coverage.

F. Part-time Faculty who meet the eligibility requirements for health benefits and who are enrolled in medical coverage may also elect to enroll in dental coverage on a self-pay basis. No portion of the College premium contribution will be applied to dental premiums for Part-time Faculty.

18.62 Health Insurance Trust Fund. The College will provide to the Health Insurance Trust Fund the following amounts to provide health insurance assistance to members of the bargaining unit who have no health insurance plan available to them through the College:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 11-12</td>
<td>$34,800</td>
</tr>
<tr>
<td>FY 12-13</td>
<td>$34,800</td>
</tr>
</tbody>
</table>

18.63 Allocations will be made according to the following process:
a. the Federation will conduct a survey of the bargaining unit members each term and will provide the joint committee with a list of members who have certified in writing that they have no other health plan or coverage and are therefore eligible to be considered for enrollment in the program.

b. members will apply to the Federation for use of the Trust Fund each term. The Federation will make allocations each term based on criteria developed by the joint committee.

c. each year, if all the Trust is not utilized, the remainder will be held in the Trust and subsequent year's contributions will be reduced by that amount.

d. the Federation may allocate up to 5% of the fund annually for administrative expenses.

18.7 Flexible Spending Account Program. The College will allow part-time Faculty to participate in a flexible spending account program for child care expenses. Part-time Faculty must have completed 600 contact hours to become eligible for participation in this program. Once eligibility is established, the employee may continue to participate without regard to any hours limitations and must comply with plan requirements under IRS regulation.