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Union University of Montana- Missoula College of Technology Faculty Association

Local

Occupations Represented
Teachers—postsecondary

Bargaining Agency Montana Board of Regents of Higher Education

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 1999 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**MONTANA BOARD OF REGENTS OF HIGHER
EDUCATION**

AND

**THE UNIVERSITY OF MONTANA-MISSOULA
COLLEGE OF TECHNOLOGY FACULTY ASSOCIATION**

**ADOPTION OF UNIVERSITY FACULTY
ASSOCIATION AGREEMENT**

The terms and conditions of employment for faculty in the bargaining unit represented by The University of Montana-Missoula College of Technology Faculty Association and the rights of the parties to this agreement shall be the same, where applicable, as those contained in the collective bargaining agreement between the University Faculty Association of The University of Montana-Missoula and the Montana University System effective July 1, 1999, through June 30, 2003, hereinafter referred to as the UFA CBA except for the additions and changes listed below or the 2001-03 supplement thereto. All such changes and additions supersede any conflicting provision of the UFA CBA. Whenever this document includes substitute language for a section in the UFA CBA, the UFA CBA section is null and void insofar as its applicability to the FA bargaining unit. Any interim or future changes or additions to the UFA CBA are not applicable to the FA bargaining unit unless agreed upon by the Commissioner of Higher Education and the FA.

DEFINITIONS AND GENERAL PROVISIONS

A. The University of Montana, University Teachers Union

All references contained in the CBA to The University of Montana University Teachers Union or the University Faculty Association shall mean The University of Montana-Missoula College of Technology Faculty Association hereinafter referred to as the FA.

B. UTU or UFA

All references contained in the CBA to the UFA or UTU shall mean the FA.

C. Faculty Rank

All references in the CBA to faculty rank shall mean level.

D. University of Montana

All references in the CBA to University of Montana shall mean The University of Montana-Missoula College of Technology.

E. Research, scholarship or creative activity

All references to research, scholarship or creative activity shall mean scholarship as defined in The University of Montana-Missoula College of Technology unit standards.

2.400 DISTRIBUTION OF CONTRACT

Upon final ratification and approval of this agreement, the employer shall have the agreement printed and shall distribute one copy to each member of the bargaining unit.

2.600 CONTRACT TERM

Change to read: This agreement shall be in effect from ten (10) working days after the date of ratification or July 1, 2001, whichever is later, and shall continue until and including June 30, 2003 and shall be considered as renewed from year to year thereafter unless either party to this agreement notifies the other party in writing by March 1, 2003 of its desire to modify or terminate this agreement. Negotiations on a subsequent agreement shall commence on a mutually agreeable date.

2.700 NEGOTIATIONS AND SUBMISSION OF PROPOSALS: *Delete.*

3.100 RECOGNITION

Change to read: The Board of Regents, hereinafter referred to as the employer, recognizes The University of Montana-Missoula College of Technology Faculty Association, hereinafter referred to as the Faculty Association (FA), as the sole and exclusive bargaining representative of all employees in the bargaining unit. The FA recognizes the Board of Regents as the statutory governing body of the University System.

The bargaining unit covered by this agreement shall include all personnel with academic appointments, with a .5 or greater annual FTE and who are employed for both terms of the academic year to teach or do research. The bargaining unit also includes department chairs, library faculty with academic rank, and any other position that is included by mutual agreement.

Faculty who are half time or greater for two (2) or more successive semesters, excluding the summer, shall be included in the bargaining unit concurrent with the second semester appointment. Personnel appointed for a single semester are excluded from the bargaining unit.

The dean and assistant deans, student services and other non-teaching professionals, and former members of the bargaining unit with post-retirement contracts are excluded from the bargaining unit as well as any

position excluded by mutual agreement.

3.200 **UNION SECURITY:** *Delete*

3.400 **OFFICE SPACE AND MEETING ROOMS:** *Delete*

3.600 **REASSIGNED TIME -- UTU:** *Delete.*

4.210 **OFFICE FACILITIES**

Change to read: The employer recognizes the need for employees to have access to space for conducting student counseling or other sensitive situations in private. In those situations where such space is needed and the employee does not have an enclosed office, the employer agrees to work towards alternative, mutually agreeable arrangements.

4.310 **PARKING**

Change to read: Each employee shall be provided parking on College property where they work.

6.210 **INSTRUCTIONAL WORKLOAD**

Change to read: The Dean is responsible for assigning faculty teaching workload, subject to the approval of the Provost, giving consideration to the recommendations of the department chair. The instructional portion of the workload shall be that deemed sufficient to meet programmatic needs as determined by the Dean in consultation with unit faculty. While it is not expected that the teaching portion of workloads be identical, assignments must be made relative to the total activity of faculty.

6.220 **APPEAL OF WORKLOAD ASSIGNMENT:** *Delete.*

8.000 *Change to read:* **FACULTY-ADMINISTRATION COMMITTEE**

A joint faculty-administration committee shall be established for the purpose of discussing any matters of mutual concern and to improve communications between the employer and members of the bargaining unit. The committee shall consist of not more than three (3) members appointed by the union and three (3) members appointed by the employer. The committee shall meet at a mutually agreeable time, place, and date within a reasonable length of time following the request of either party. Five (5) working days prior to the agreed meeting time, each party shall provide the other with a list of items which it wishes to discuss; however, this requirement may be waived by mutual agreement. The committee may not amend this agreement nor may it be used to bypass the contractual grievance procedure.

9.000 **NON-TENURABLE, PROBATIONARY, AND TENURED APPOINTMENTS**

Delete first sentence.

9.100 **NON-TENURABLE APPOINTMENTS**

Change to read: Faculty may be appointed to a position that is not eligible for tenure. Such appointments are referred to as non-tenurable appointments or adjunct appointments. Faculty appointed to a non-

tenurable position shall be informed in writing by the Dean at the time of hire or rehire that the appointment is non-tenurable and therefore carries no expectation of reappointment.

9.110 RIGHTS OF NON-TENURABLE APPOINTMENTS

Change to read: Members of the bargaining unit holding non-tenurable appointments shall be hired at no less than the salary floors specified in section 13.330 prorated by FTE. There is no expectation of appointment or renewal of any non-tenurable faculty appointment. Discharge for cause of non-tenurable faculty during a semester is governed by the procedures outlined in section 18.400.

9.120 APPOINTMENT FROM A NON-TENURABLE LINE TO A PROBATIONARY LINE

Change to read: Persons having held or holding non-tenurable positions are eligible to compete for tenurable positions, and, if hired, prior service may be credited toward tenure (as included in 9.240). A shift from non-tenurable appointment to a tenurable appointment requires a separate written agreement.

9.220 RANK AND APPOINTMENT

Change to read: At the time of appointment, each faculty members shall be provided by the employer with a letter of offer which specifies salary; appointment status, either non-tenurable, probationary or tenured; required terminal degree; and amount, if any, of credit for prior service given towards promotion and or tenure.

All full-time service at The University of Montana-Missoula College of Technology in a probationary position shall count as service toward tenure. Pro rata credit will be given for all full-time service for any academic term except summer.

In the absence of a separate agreement signed by the President, the faculty member, the Dean and the Provost, no service in any non-tenurable position may count toward tenure.

9.240 *Change title from CREDIT FOR PROBATIONARY SERVICE to* **CREDIT TOWARD TENURE**

Change to read: Credit toward tenure shall be given probationary appointees for all full-time service including full-time research, creative activity and/or service in a tenurable position at The University of Montana. Up to three (3) years toward tenure may be given for full-time service in a non-tenurable position at The University of Montana-Missoula or for full-time service in a tenurable position at another accredited two-year or four-year institution of higher education by agreement among the faculty member, the department chair, the Dean, the Provost and the President.

No credit for probationary service may be granted for any time on leave without pay for other than academic or professional reasons. Credit may be granted for leaves or extended service away from the campus with prior written approval by the Dean and Provost.

Credit for prior service must be determined in writing and signed by the President, the faculty member, the Dean and the Provost at the time of initial appointment or it will be presumed none was given.

9.310 ELIGIBILITY FOR TENURE

Change to read: A probationary appointee shall be eligible to make an application for tenure:

1. after the appointee has accumulated five (5) years of credit toward tenure, at least three (3) of which have been accumulated at the University of Montana that is, during the sixth (6th) year of credited employment; and
2. the applicant must have the appropriate terminal degree for the unit and discipline in which tenure is to be awarded, except in unusual circumstances, and
3. the applicant should be at Level III, although faculty may apply for tenure and promotion to Level III simultaneously. If a faculty member is not promoted to Level III, tenure will be denied as well, except in unusual circumstances.

Tenure shall not be awarded in absence of application by the eligible faculty and approval of tenure by the employer. Application for tenure must be in accord with unit standards.”

10.110 UNIVERSITY STANDARDS FOR FACULTY ADVANCEMENT

1. Promotions: *Change to read:*
 - a. To Level II: Requires the possession of the terminal degree in the appropriate discipline as defined by the unit standards.
 - b. To Level III: Except in unusual circumstance, four (4) or more years of full-time service at Level II are required prior to the date of promotion (application may be made during the fourth year at Level II), and possession of the terminal degree in the appropriate discipline as defined by the unit standards. The character of the service at Level II shall be such that there is a clear demonstration of professional growth and an increasingly valuable contribution to the University.
 - c. To Level IV: Except in unusual circumstances, five (5) or more years of full-time service at Level III are required prior to the date of promotion (application may be made during the fifth year) and possession of the terminal degree in the appropriate discipline is required as defined by the unit standards. The character of the service at Level III shall be such that there is a clear demonstration of professional growth and an increasingly valuable contribution to the University. (See d. below.)
 - d. In all applications for promotion, performance in teaching, community and University service, and

scholarship are all important and essential as set forth in section 6.200. For promotion to Level IV, a faculty member must meet the necessary level of expectations as defined in the CBA and unit standards in teaching competence, scholarship, and service. However, no faculty member may be promoted to Level IV on the basis of teaching and service alone. Scholarship must be demonstrated as defined in unit standards.

2. Award of Tenure:

b. *Change to read:* Professional growth, activity, and prospects shall be in accordance with unit standards.

3. Incorporation of University Standards into Unit Standards

Change to read: All university standards shall be incorporated into unit standards. The Provost may determine when unit standards are to be reviewed.

10.120 UNIT STANDARDS FOR FACULTY EVALUATION

1. *Add:* The College of Technology.

3. i. *Change to read:* and be approved by the Dean and the Provost prior to application for evaluation purposes.

Delete last paragraph.

10.250 UNIVERSITY STANDARDS COMMITTEE: *Delete*

10.280 APPEALS TO THE APPEALS COMMITTEE

Change the first paragraph to read: There shall be an Appeals Committee comprised of five (5) members of the bargaining unit. Two (2) members shall be appointed by the Faculty Evaluation Committee, two (2) members shall be appointed by the Provost with recommendation from the Dean, and one (1) member shall be appointed by the President of the FA.

13.220 NORMAL INCREASE

Change to read: The normal increase in salaries of all full-time equivalent faculty for the 2001-2002 academic year shall be 3.455 percent. This percentage increase will be added to faculty base salary effective November 1, 2001.

The normal increase in salaries of all full-time equivalent faculty for the 2002-2003 academic year shall be 2.957 percent. This percentage increase will be added to faculty base salary effective November 1, 2002.

New hires are not eligible for the normal increase in the year their employment became effective.

13.230 **PROMOTION**

Change to read:

1. 2001-2002 – Faculty members hired during the 2001-2002 academic year and thereafter who are promoted consistent with the promotion procedures of this contract shall have an amount equal to \$2,500 added to their base salary effective November 1, 2001. Faculty members hired prior to the 2001-2002 academic year who receive their first promotion after August 1, 2001, shall have an amount equal to \$4,220 added to their base salary effective November 1, 2001. The amount of the salary increase for all subsequent promotions shall be \$2,500.

2002-2003 – Faculty members hired during the 2001-2002 academic year and thereafter who are promoted consistent with the promotion procedures of this contract shall have an amount equal to \$2,500 added to their base salary effective November 1, 2002. Faculty members hired prior to the 2001-2002 academic year who receive their first promotion after August 1, 2001, shall have an amount equal to \$4,220 added to their base salary effective November 1, 2002. The amount of the salary increase for all subsequent promotions shall be \$2,500.

13.240 **MERIT**

Change to read: The following merit awards pool shall be allocated to compensate outstanding faculty performance. Merit pay shall be in addition to other salary increments provided in this contract. No faculty member may earn merit in the same year that a promotion is granted. The awarding of merit pay shall be consistent with the unit standards of the faculty evaluation procedures in this contract.

Faculty members receiving a merit award during the 2002-2003 academic year consistent with the procedures of this contract, shall have an amount equal to \$2,000 added to their base salary effective November 1, 2002.

	Number of Merits	Value of Merits
2002-2003	4	\$2,000

13.300 **SALARY FLOORS**

Change to read: The minimum salary for faculty on academic and fiscal year contracts shall be determined

using the schedule of floors included in this section. The schedule of salary floors applies to full-time academic year faculty. Fiscal year faculty floors shall be 1.22 times the academic year salary floor. Salary floors shall be prorated for appointments of .50 FTE and above.

2001-2002

Level IV	\$41,037
Level III	\$36,416
Level II	\$31,784
Level I	\$28,316

2002-2003

Level IV	\$42,250
Level III	\$37,492
Level II	\$32,723
Level I	\$29,153

These salary floors shall become effective on November 1, 2001 and November 1, 2002, respectively.

13.420 SALARY PRORATION

Change to read: For faculty members hired on an academic year contract during the 2001-2002 academic year and thereafter, compensation for part of a contract or pay period and any compensation for services other than those incident to regular academic year service shall be made on the basis of a daily rate determined by dividing the academic year salary by 190. For faculty members hired on an academic year contract prior to the 2001-2002 academic year, compensation for part of a contract or pay period and any compensation for services other than those incident to regular academic year service shall be made on the basis of a daily rate determined by dividing the academic year salary by 170. Any reduction from regular salary shall be at the daily rate, except that a faculty member working for one semester shall receive one-half (1/2) of his/her annual salary.

13.500 COMPENSATION OF DEPARTMENT CHAIRPERSONS

Change to read: Contingent upon the performance of duties described in Section 16.220, extra compensation for department chairpersons shall be provided according to the following general guidelines.

13.510 DEPARTMENTS OF LESS THAN FIVE MEMBERS

Change to read: For departments having less than five members, including the chairperson and adjunct faculty: an academic stipend of \$1,000 for the 2002-2003 academic year, effective November 1, 2002.

13.520 DEPARTMENTS FROM FIVE TO FIFTEEN MEMBERS

Change to read: For departments having five to fifteen members, including the chairperson and adjunct faculty: an academic stipend of \$2,500 for the 2002-2003 academic year effective November 1, 2002.

13.530 DEPARTMENTS MORE THAN FIFTEEN MEMBERS

Change to read: For departments having more than fifteen members, including the chairperson and adjunct faculty: an academic stipend of \$3,500 for the 2002-2003 academic year effective November 1, 2002.

13.600 SUMMER SESSION

Change to read: Employees teaching a full-time summer session assignment shall be compensated at 1/170th of their preceding academic year salary for each day of assignment. When calculating the prorated full-time daily salary amount under this section, the academic year salary shall be divided by 170. When calculating a prorated hourly salary under this section, the daily rate shall be divided by 5.

15.130 TRANSFER OF SICK LEAVE ACCUMULATIONS

Add the following new provision: Effective July 1, 1989, faculty members at The University of Montana-Missoula College of Technology shall be credited with their full amount of unused sick leave up to any established maximums. Sick leave accumulated prior to July 1, 1989 shall be maintained separately from that accumulated after July 1, 1989. For faculty members at The University of Montana-Missoula College of Technology, sick leave accumulated prior to July 1, 1989, will be cashed out upon termination at the rate of one-half of the employee's current daily rate attributed to the accumulated sick leave. Sick leave accumulated after July 1, 1989 will be cashed out upon termination at the rate of one-fourth of the faculty member's current daily rate. Those sick leave days earned last shall be the first used.

18.510 CURTAILMENT: *Delete.*

18.520 DISCONTINUANCE: *Delete.*

18.530 RETRENCHMENT PROCEDURES

Change to read: **LAYOFF**

Layoff is defined as the termination of tenured employees for programmatic or financial reasons. Within thirty (30) calendar days from the employee's written notice of layoff the Dean shall submit a layoff plan to the Faculty Association. The Faculty Association shall have thirty (30) calendar days to review and comment upon the plan, during which time its representatives may meet with the Dean at a mutually agreed upon time and place. The Dean may revise the plan after the period of comment is over and shall forward the plan first to the President or designee and then to the Board of Regents for adoption, amendment or rejection. The decision of the employer to implement layoff is not grievable.

Within an instructional area, layoff shall be in reverse order of seniority, unless an exception is necessary to assure that the qualifications of the remaining employees meet the needs of the continuing programs. No

tenured employee shall be laid off if probationary employees are retained within the instructional area to teach courses the tenured employee is qualified and capable of teaching. The selection of one individual rather than another for layoff may be challenged under the grievance procedure.

Each tenured employee laid off shall be informed in writing by September 30 of the final academic year of employment.

For two (2) academic years from the date of layoff a tenured employee retains the following rights:

- a. The position of the laid-off employee shall not be filled unless the laid-off employee has been offered reinstatement at his previous tenure and seniority. The employee shall have thirty (30) days in which to accept or decline. If the offer is declined, any further rights under this section are extinguished.

Add the following new provision: **FEE WAIVERS**

Any permanent employee who works at least three-quarter time (.75 FTE) shall be entitled to a waiver of fees in accordance with Board of Regents policy. The number of courses an employee may take may be limited and access to courses shall be on a space available basis.

LETTERS OF UNDERSTANDING – APPENDIX

The letters of understanding contained in the UFA CBA are not applicable.

Add the following new letter of understanding:

FACULTY RANK

The Faculty Association is exploring the issue of faculty rank. If this issue is resolved during the term of the agreement, the parties agree to meet and renegotiate any necessary changes to the CBA.

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