

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MONTANA BOARD OF REGENTS OF HIGHER EDUCATION**

**AND**

**HELENA TEACHERS' UNION,  
MEA-MFT, NEA, AFT, AFL-CIO**

**JULY 1, 2009 THROUGH JUNE 30, 2011**

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**ARTICLE 1:  
PREAMBLE**

**1.1 PREAMBLE**

This agreement is entered into by the Board of Regents of Higher Education, hereinafter referred to as the employer, and Helena Teachers' Union, MEA-MFT, NEA, AFT, AFL-CIO, hereinafter referred to as the union.

This agreement is negotiated in accordance with the public employees' collective bargaining act. A purpose of this agreement includes but is not limited to establishing terms and conditions of employment. The parties intend to engender an atmosphere conducive to the development of quality education under the governance of the Board of Regents and to develop an effective and harmonious relationship between the parties.

**ARTICLE 2:  
RECOGNITION**

**2.1 RECOGNITION**

A. Recognition

The Board of Regents, hereinafter referred to as the employer, recognizes the Helena Teachers' Union, MEA-MFT, NEA, AFT, AFL-CIO, hereinafter referred to as the union, as the sole and exclusive bargaining representative of all faculty in the bargaining unit. The union recognizes the Board of Regents as the statutory governing body of The University of Montana-Helena College of Technology.

B. Bargaining Unit

The bargaining unit covered by this agreement shall include all instructional faculty members with a .5 FTE or greater appointment (nine (9) or more credits per semester) and who are employed for both terms of the academic year. Full-time instructional faculty with an alternative calendar shall also be included in the bargaining unit. Individuals appointed for a single semester are excluded from the bargaining unit. New employees hired into non-teaching positions shall be excluded from the bargaining unit. The bargaining unit status of a current teaching employee who transfers to an instructional related, non-teaching professional position shall be determined at the time of the transfer. The term "faculty member" as used in this agreement means a member of the bargaining unit.

## **ARTICLE 3:**

### **MANAGEMENT RIGHTS**

#### **3.1 MANAGEMENT RIGHTS**

The parties recognize that the employer retains all rights not specifically relinquished in writing by this contract, including but not limited to those denominated in 39-31-303 MCA.

## **ARTICLE 4:**

### **FACULTY RIGHTS AND WORKING CONDITIONS**

#### **4.1 SAFETY**

The employer shall provide a place of employment which does not endanger the health and safety of any faculty member. Faculty members shall notify the employer of any safety or health hazards observed incident to employment. The employer shall investigate the matter and the parties shall cooperate in promoting and initiating appropriate remedial action. If faculty members are required to wear protective clothing or devices, and in the event that required protective clothing or devices become worn out, defective, unsafe or in need of replacement the faculty member will receive up to \$200 reimbursement, during the term of this agreement, toward the original purchase or replacement. A faculty member whose clothing is damaged during the course of instruction either in lab or lecture environments may submit the details of the incident to the Employer, and the Employer has the prerogative to decide what action, if any, is appropriate.

#### **4.2 TRAVEL EXPENSES**

Faculty members shall be furnished with a state car or be reimbursed for all authorized required travel in accordance with state statutes and policy. Where authorized travel is not required but is job related and beneficial for the faculty member and the employer, reimbursement at less than the statutory rate may be made provided an agreement to that effect is reached between the faculty member and employer prior to the authorized travel.

#### **4.3 PAYROLL DEDUCTIONS**

In addition to the salary deductions required by law, the following payroll deductions may be authorized in writing at no cost to the faculty member: group health insurance, U. S. savings bonds, approved tax sheltered annuities, approved credit unions, union dues, and other deductions approved by the employer.

#### **4.4 SECRETARIAL SUPPORT**

Faculty members shall have access to available services in the areas of computer services, copying, record keeping, and other support services.

#### **4.5 OFFICE SPACE**

The employer recognizes the need for faculty members 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 provide appropriate accommodations.

#### **4.6 PARKING**

Each faculty member shall be provided parking on College property where they work. The employer will designate two (2) parking spaces near the Donaldson building as “faculty parking” for the Faculty Senate to administer.

#### **4.7 CLASS AND COURSE ASSIGNMENT**

The instructional assignment of a faculty member should be made in his/her field of competence. There are common instructional components in each discipline that all faculty should be able to teach. Therefore, the need for change of assignment within his/her field for the purpose of providing better service and a higher quality program is acknowledged. Instructional assignments shall be based on a consideration of the needs of students (including the need to make the curriculum available throughout the day and evening), the continued necessity for revitalization and improvement of the instructional program, academic qualifications and expertise of the faculty and, where practical, faculty preference. Instructional assignments shall not be made arbitrarily, capriciously, or with the intent or effect of discriminating against any faculty member.

Faculty members will be given a minimum of five (5) working days prior notification of their tentative course assignments. Faculty members will be informed in writing of any changes to their tentative course assignments necessitated by student enrollment or other unforeseen events as soon as possible.

A faculty member shall not be required to teach both evening and early morning classes unless the faculty member concurs with this kind of assignment or it is necessary for the delivery of a program. If the faculty member does not concur and is required to teach both evening and early morning classes, the employer must show it made a reasonable effort to consider the best interests of the employee and the best interests of the college. The union will be notified of all such assignments. An involuntary assignment of both evening and early morning classes shall not be extended beyond one semester without an effort by faculty union representatives and administration representatives to reach agreement on the scheduling need.

#### **4.8 FULL-TIME FACULTY MEMBER PROFESSIONAL RESPONSIBILITIES**

The academic year calendar shall consist of one hundred sixty-four (164) scheduled work days and up to a maximum of four (4) flexible work days. The flexible work days will be decided upon with the Associate Dean. Disagreements concerning use of flexible days shall be referred to the Labor-Management Committee for resolution. It is recognized that the Labor-Management Committee may not have an opportunity to resolve the disagreement until after the fact. The professional responsibilities of instructional faculty members may include but are not limited to the following: teaching, laboratory supervision, lab/shop/equipment maintenance, curriculum development, professional development, departmental and institutional planning, committee activity, and student advising. Therefore, the obligations of teaching faculty members for an academic year contract shall start with the beginning day of faculty orientation activities fall semester and shall extend until the completion of commencement ceremonies and record keeping activities at the end of spring semester. Faculty may be assigned an alternative calendar to include the same number of work days at the time of hire or may accept an alternative calendar by mutual agreement. The Helena Teachers' Union shall be informed in writing within twenty (20) working days of any faculty member's alternative calendar. It is presumed the College has priority on the working time of a full-time teaching faculty member.

#### **4.9 PART-TIME FACULTY MEMBER RESPONSIBILITIES**

Part-time faculty members may be hired for less than an entire contract period, or may be hired to perform certain specific assignments. The extent of a part-time faculty member's assignments shall be communicated to part-time faculty members at the commencement of their employment period. The employment of two or more part-time faculty members which causes the displacement of a full-time faculty member in the same instructional area is prohibited when the full-time faculty member is qualified and able to perform the responsibilities assigned the part-time faculty members and such responsibilities equate to a full-time assignment. Unless otherwise specified, part-time faculty members covered by this agreement will receive the benefits contained in this agreement on a pro rata basis.

#### **4.10 LABOR/MANAGEMENT COMMITTEE**

Joint labor-management committees may be established at the College for the purpose of discussing any matters of mutual concern and to improve communications between the employer and members of the bargaining unit. The committees shall consist of not more than three members appointed by the union and three members appointed by the employer. A note taker will be provided by the Employer and summary notes distributed.

The committees shall meet at a mutually agreeable time, place, and date within a reasonable length of time following the request of either party. Five working days prior to the agreed meeting date, 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 committees may not amend this agreement nor may they be used to bypass the contractual grievance procedure.

#### **4.11 COMMITTEES**

The employer recognizes the value of faculty member input in decisions regarding such academic and other matters as the following: program evaluation, curriculum, faculty member development and sabbaticals, professional standards and qualifications, calendar, the selection of academic related faculty members, workplace safety, strategic planning, and employee wellness. The union recognizes that responsibility for making final decisions rests with the employer. Faculty members shall be included on committees which may be established to make recommendations on the aforementioned matters. Appointments on such committees shall be done in consultation with the local union leadership at the College and other appropriate employee groups.

#### **4.12 FACULTY MEMBER VISITATIONS AND EXCHANGE**

Business and industrial training programs and employee exchanges provide a means of sharing ideas, broadening experiences, and updating skills and knowledge. The employer shall encourage participation in such programs and exchanges within available financial resources. Participation in faculty member visitations and exchanges shall be mutually agreed upon by the employer and faculty member. Faculty member requests for participation in training programs or faculty member exchanges shall be considered on a case-by-case basis. The costs, salary, and benefits to be paid shall be agreed upon in writing by the employer and faculty member prior to the commencement of the training, visitations or exchange. Faculty members on such a program will continue to be employees of the Board of Regents, shall continue to accrue seniority, and shall not lose any previously accrued rights or benefits during the visitation or exchange. No leave benefits shall accrue unless the exchange is to another position within the university system. Faculty member visitations and exchanges will include but are not limited to:

- a. exchanges between faculty members covered by this agreement;
- b. private industry visitations or exchanges;
- c. exchanges or visitations at another unit of the university system;
- d. exchanges or visitations outside the state or country; or
- e. training programs.

#### **4.13 SABBATICAL ASSIGNMENTS**

A faculty member who has completed six (6) years of continuous service at the College is eligible to apply for a sabbatical assignment. The granting of sabbatical assignments is subject to the following provisions:

- C. The Dean shall notify College faculty members of the number of sabbaticals available no later than June 1 prior to the deadline for sabbatical assignment. The employee must apply in writing for such leave to the Dean by November 1 of the year preceding the school year in which the leave is sought. However, under extenuating circumstances, the deadline for application may be waived at the discretion of the Dean and with approval of the President or designee. The application shall describe the program of professional improvement he/she contemplates pursuing. Candidates for a sabbatical will be notified of the decisions no later than May 1 of the year preceding the school year in which the leave is sought.
- D. Satisfactory programs or projects for sabbatical assignments include research, education, related work in other institutions or private business organizations, or other activities which the Dean and the President or designee with concurrence of the Board of Regents, agree will improve the staff member professionally, or will benefit the College and the state. If the sabbatical leave is for the purpose of attending school, faculty members must take at least the normal full-time load for their program or approved program as recognized by the Dean.
- E. Sabbatical assignments shall be for a period of not less than one academic semester or more than one academic year, except that upon approval of the Dean and President or designee, sabbatical assignments may be granted for a period less than an academic semester.
- F. Faculty members seeking to extend their period of study while on leave after their rights under sabbatical leave have been exhausted may make application for extended leave under the Educational and Professional Improvement Leave section 6.9 of this agreement.
- G. The salary paid during a sabbatical assignment shall be 60% of the employee's academic year salary or a prorated amount for sabbatical assignments of a shorter duration and shall be calculated based on the same methodology as regular faculty. Faculty members on sabbatical shall be allowed to receive reimbursement for expenses directly related to their course of study and shall also be allowed additional compensation not to exceed 40% of their regular salary, upon approval of the President or designee. All outside compensation must be received through the College for reimbursement to the employee. A faculty member on sabbatical leave shall continue to accrue seniority during the period of sabbatical leave and the employer will continue its contributions to the group insurance plan on behalf of the faculty member. No leave benefits shall accrue during a sabbatical assignment.
- H. Any faculty member receiving a sabbatical assignment will be expected to sign a promissory note and written agreement to return to the College for at least one academic year or to reimburse expenses incurred by the employer as a result of the sabbatical assignment.

#### **4.14 FEE WAIVERS**

Any permanent faculty member 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 a faculty member may take may be limited and access to courses shall be on a space available basis.

#### **4.15 ACADEMIC FREEDOM**

The parties to this agreement acknowledge that academic freedom is important to the fulfillment of the purposes of the Montana University System. The parties encourage the continuation of an atmosphere of confidence and academic freedom while recognizing that academic freedom is accompanied by a corresponding responsibility of the faculty members to their colleagues, the Montana University System, and students to maintain the highest standard of academic integrity and scholarship.

### **ARTICLE 5: UNION ACTIVITIES**

#### **5.1 RIGHT TO ORGANIZE**

The employer recognizes that all faculty members have the right to freely organize, join and support the union and its affiliates for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection in accordance with 39-31-301, MCA, except as provided for in this agreement. The employer further agrees that it will not discriminate against any faculty member for exercising any right granted by the Public Employees Bargaining Act or this agreement.

#### **5.2 MEETINGS**

Regular meetings of union membership may be held on College premises. Rooms shall be made available to the union provided previous arrangements with appropriate personnel have been made with regard to reserving space.

#### **5.3 BULLETIN BOARDS**

Upon request of the local union representative, the employer shall assign space for at least one approved bulletin board per building at each College for the sole use of the union to post official union business and announcements.

#### **5.4 INFORMATION DISTRIBUTION**

The union shall have the right to use the employer-owned distribution boxes, voice mail or electronic mail for the purposes of communicating with faculty members regarding union activities.

## **5.5 INFORMATION AND DATA**

Upon request of the union, the employer agrees to furnish the union with the following information: budgets for the Board of Regents; budgets for the College; public information used in the preparation of budgets as provided by law such as salaries; minutes of meetings of the Board; policies of the Board of Regents which apply to faculty members. Voluminous information shall be made available for inspection or will be provided at reproduction cost.

## **5.6 ANNOUNCEMENTS**

The union shall be provided time at faculty member meetings to make brief reports and announcements, provided the union has given a timely request to the Dean or designee.

## **5.7 ADDRESSING THE BOARD**

Officers of the union shall have the right to address the Board of Regents on relevant topics provided the union has given a timely request to the Regents.

## **5.8 RESPONSIBILITIES OF UNION PRESIDENT**

The president of the union shall be allowed to perform duties related to the union which cannot be properly performed other than during normal instruction hours or which are a result of an emergency situation, provided acceptable arrangements can be made so that such duties do not interfere with the president's instructional and other assigned responsibilities.

## **5.9 LEAVE OF ABSENCE FOR UNION BUSINESS**

Any elected or appointed officer of the union shall, upon request and approval of the employer, be granted a leave of absence without pay to attend to union business, or the leave can be granted with pay if the union agrees to pay the cost of the substitute.

## **5.10 UNION VISITS**

Union representatives who are not employees of the College shall notify the Dean prior to visiting the College and may not disrupt the work activities of the faculty members.

## **5.11 UNION SECURITY**

- A. Faculty members covered by the terms of this agreement shall not be required to become members of the union but must, as a term and condition of employment, pay a representation fee or follow the procedures for non-association with a labor organization on religious grounds found at 39-31-204, MCA.

- B. All faculty members covered by the terms of this agreement shall within thirty (30) days of the signing of this agreement, or within thirty (30) days of employment, whichever is later, pay dues or a representation fee to the union. Faculty members who fail to comply with this requirement shall be discharged by the employer within thirty (30) days after receipt of written notice of default by the union. The union may make written notice of default and demand for discharge after the thirty (30) day period specified above. The employer shall initiate appropriate discharge actions under this section to insure discharge of the affected faculty member(s) on the 30th day from receipt by the employer of the union's written notice of default and demand for discharge. The union agrees to provide documentation to the employer that its representation fee rate is established in accordance with law.

## **5.12 INDEMNIFICATION**

The union will indemnify and hold the employer harmless against any and all expenses and liability which may arise as a result of the operation of this article.

## **5.13 DUES CHECKOFF**

The employer shall, without charge, deduct union dues from the salary of each faculty member who authorizes such deductions in writing in accordance with 39-31-203, MCA. The aggregate deductions shall be remitted together with an itemized statement to the appropriate union officer. The employer shall deliver the dues monies to the appropriate officer of the union. Within thirty (30) days from the effective date of this agreement, the union shall notify the employer of the name and mailing address of the appropriate officer who is to receive dues monies.

## **ARTICLE 6:**

### **LEAVES OF ABSENCE**

#### **6.1 SICK LEAVE**

- A. Definition

Sick leave may be used for the necessary absence from duty caused when a faculty member has suffered illness, injury, pregnancy related illness or disability, exposure to contagious disease which requires quarantine, or the necessary absence to receive a medical or dental examination or treatment.

- B. Accumulation

Faculty members shall accrue sick leave at a rate of one day per each month of employment. Part-time faculty members shall be entitled to prorated sick leave based on the number of days and portion of days worked. Unused sick leave days shall accumulate without limitations.

C. Lump-Sum Payment on Termination

Upon termination, a faculty member is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The computation shall be based on the faculty member's salary for the last year of employment. Faculty members who are laid off shall have the option of receiving payment for unused sick leave at the time of layoff, maintaining sick leave balances for use upon recall, or receiving payment at the end of the recall period if recall does not occur.

D. Physician's Statement

A physician's certificate may be required where questions of abuse of sick leave exist, to substantiate the need for sick leave usage in the case of a lengthy illness or to verify a faculty member's fitness for work.

E. Abuse of Sick Leave

Abuse of sick leave for unauthorized purposes is cause for disciplinary action as provided under the provisions of 2-18-618 MCA.

F. Sick Leave Donations

A faculty member may donate not less than one half(1/2) day nor more than two (2) days of sick leave to another faculty member who has exhausted his/her sick leave due to a serious personal illness. Subject to budget limitations, a maximum of forty -five (45) days of sick leave may be donated to any one employee during an academic year. The parties will work cooperatively to provide affordable coverage of the absent employee's responsibilities.

## **6.2 BEVEREAMENT/CRITICAL FAMILY ILLNESS LEAVE**

Sick leave may be used by faculty members to attend to a critical illness or death in the faculty member's immediate family.

1. Critical illness means illness which the attending physician considers sufficiently serious to require the faculty member's presence at the bedside and shall include attendance at a spouse's child birth.

2. Immediate Family Definition

Immediate family includes the faculty member's spouse and any member of the household, or any parent, child, grandparent, grandchild, sibling or corresponding in-law or at the employer's discretion, another person.

## **6.3 PERSONAL LEAVE**

Up to three (3) days per year of personal leave will be granted each full-time faculty member without loss of pay. Part-time faculty members shall be entitled to pro rata personal leave based on the number of days and portion of days worked. The faculty member should request personal leave at least five (5)

days prior to the leave date, where possible. The faculty member requesting personal leave shall submit a suggested plan, subject to approval of the employer, for covering missed classes.

A faculty member with unused personal leave at the end of an academic year may request that the unused personal leave be substituted in place of any sick leave the faculty member may have taken during the same academic year.

The employer has the right to impose limits on the number of faculty member who will be allowed to use personal leave on any one day and to designate certain days during which no personal leave usage may be authorized. Personal leave days are not cumulative from year to year.

#### **6.4 JURY AND WITNESS LEAVE**

A faculty member who is under a proper summons as a juror or subpoenaed to serve as a witness shall, in accordance with 2-18-619, MCA, collect all fees payable as a result of the service and forward the fees to the appropriate accounting office. However a faculty member shall not be required to remit to the employer any expense or mileage allowance paid to him/her by the court. Such fees shall be applied against the amount due the faculty member from the employer. However, if a faculty member elects to charge the time off against leave without pay, the faculty member shall not be required to remit fees to the employer.

#### **6.5 PUBLIC SERVICE LEAVE**

A faculty member who is elected or appointed to public office shall be entitled to a leave of absence without pay not to exceed 180 days per year in accordance with 2-18-620, MCA.

#### **6.6 PROFESSIONAL LEAVE WITH PAY**

Faculty members may be granted leave with pay at the discretion of the employer for the following purposes: attendance at professional meetings, workshops, conferences or seminars, inter-school visiting or other activities deemed appropriate. Requests for such leave shall be made in writing at least ten (10) days in advance of the date of the leave.

Reimbursement for travel while on professional leave with pay shall be made in accordance with Section 4.2 of this agreement.

#### **6.7 MILITARY LEAVE**

Military leave shall be granted to eligible faculty members in accordance with 10-1-604, MCA. Faculty members shall, where possible, endeavor to schedule required training at a time which does not conflict with their job responsibilities.

## **6.8 MATERNITY LEAVE**

Faculty members shall be granted maternity leave in accordance with 49-2-310, MCA.

## **6.9 EDUCATIONAL AND PROFESSIONAL IMPROVEMENT LEAVE WITHOUT PAY**

Faculty members who have completed two (2) years of service with the employer shall be eligible to apply for a leave without pay for the purpose of advanced education or vocational related preparation, related work in another institution or private business organization, or for other activities which will improve the employee's professional expertise.

Written requests for educational and professional improvement leave shall be submitted to the Dean and shall include the reason for the requested leave. If the Dean approves the leave request, it shall be forwarded to the President or designee and the Board of Regents for final approval. The length of the leave period shall be agreed upon prior to the commencement of the leave and shall normally not exceed one year. Faculty members on educational and professional improvement leave shall be permitted to participate in the group health insurance plan at their own expense.

## **6.10 UNPAID LEAVE**

At the discretion of the Dean and with the approval of the President or designee, employees may be granted unpaid leave of absence for good and sufficient reasons.

## **6.11 PARENTAL AND FAMILY LEAVE**

Parental leave shall be granted in accordance with state law. Family leave shall be granted in accordance with federal law. Faculty members may request an unpaid leave of absence for infant care and bonding purposes.

## **ARTICLE 7:**

### **FACULTY MEMBER EVALUATIONS AND PERSONNEL FILES**

#### **7.1 FACULTY MEMBER EVALUATIONS**

Faculty member evaluation procedures are recognized to be a cooperative effort between the faculty member and his/her supervisor with the purpose of achieving excellence in the area of effective and purposeful instruction and job performance. If substantive changes to the evaluation instrument or process are contemplated, an ad hoc committee shall be established to make recommendations for change to the President or designee. Such committee shall be composed of an equal number of faculty members appointed by the union and employer representatives appointed by the Dean.

- A. Formal evaluations result in a written document which is placed in a faculty member's official personnel file. Formal evaluations may include components such as self-evaluation, supervisory evaluation, and student evaluations. Faculty assessment will be conducted on an annual basis for non-tenured faculty except during the final year of employment and once every three (3) years for tenured faculty. Faculty or administration may request an additional evaluation for purposes of consideration for merit, tenure, and promotion.
- B. Informal Evaluations: The parties recognize that the evaluation of faculty members is an ongoing process, and that there may be a need to keep informal records of critical incidents and other performance related matters. It may also be appropriate to discuss performance problems or exemplary achievements of faculty members outside of the formal evaluation process. Nothing in this agreement may be construed to restrict such activities.
- C. Conditions of Faculty Member Evaluations:
  - 1. Evaluations shall be conducted fairly and in a manner in which faculty members are fully aware of the process and tools to be used.
  - 2. Faculty members shall be notified at least five working days prior to commencement of the formal evaluation process.
  - 3. Each faculty member shall be given a copy of his/her formal evaluation at the time it is completed.
  - 4. Faculty members shall have the right to respond in writing to their formal evaluations. The response shall be attached to the evaluation included in the personnel file. The faculty member response shall also be forwarded to the administrators receiving the evaluation or report.
  - 5. In the case of an unsatisfactory evaluation, or upon request of the faculty member, a conference between the faculty member and the Dean and evaluator shall be initiated to discuss the evaluation.
  - 6. Supervisors shall assist employees in their development and provide suggestions for improvement for areas considered to be in need of improvement.
  - 7. Faculty members shall have the right to ask for a review by a higher-level supervisor of any evaluation that they feel contains inaccurate or misleading information.

## **7.2 PERSONNEL FILES**

The employer shall maintain one official personnel file for each faculty member. All permanent personnel records relating to an individual faculty member, excluding payroll and grievance records, shall be kept in this file.

Faculty members have the right to answer or qualify any evaluation, report, or material filed, and such responses will be attached to the related material in the file. Faculty members shall be permitted to have included in their file material they feel is pertinent to their professional career, performance, and personal qualifications. Faculty members shall be afforded the opportunity to view any document, other than standard record-keeping materials, that is to be placed in their personnel file. Any document contained in the personnel file, other than standard record-keeping materials, which the faculty member has not been afforded an opportunity to view, shall not be used as evidence in any disciplinary or discharge proceeding. The employer may have the faculty member initial or sign a document, include a statement that the faculty member has refused to initial or sign the document or provide other evidence that the faculty member had the opportunity to view the document contained in the personnel file.

Faculty members shall have the right to examine the contents of their file except for confidential placement file material connected with initial employment. Employees may obtain a copy of any material contained in their personnel file.

Faculty members shall have the right to request removal of documents from their personnel file. Documents may be removed from the file with the mutual consent of the faculty member and the Dean.

## **ARTICLE 8:**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

#### **8.1 GRIEVANCE PROCEDURE**

The purpose of this article is to set forth prompt and efficient procedures for the resolution of all grievances. The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance. The parties encourage the informal resolution of grievances whenever possible.

#### **8.2 GRIEVANCE DEFINITIONS**

A grievance shall mean an alleged violation, misinterpretation, or misapplication of the provisions of this agreement or of an applicable written policy of the Board of Regents.

A grievant is a faculty member or the union filing a grievance.

### **8.3 TIME LIMITS**

Reference to days shall refer to working days. A work day includes all week days not designated as a state holiday. When computing the time periods prescribed herein, the date of the act, event, or default shall not be included. The failure of an administrator at any level to communicate a decision to the faculty member and the union within the proper time limits shall permit the faculty member to proceed to the next step of the grievance procedure. Upon the failure of the grievant and the union to file an appeal within the time limits provided, the grievance shall be deemed to have been resolved by the decision at the prior step. The filing or service of grievance notices or documents shall be timely if they are personally served or if they bear a postmark of the United States Postal Service within the time period. The time limitations prescribed at each step of the grievance procedure may be extended with the mutual agreement of the parties.

### **8.4 REPRESENTATION**

A faculty member shall have the right to be represented at all stages of the grievance procedure by a representative of the union. When hearings and conferences are held during class or working hours, a faculty member whose presence is required shall be excused for that purpose without loss of pay. Grievance meetings shall be private unless otherwise agreed to by the faculty member, the union, and the employer. Grievance meetings will be held at a time and place which will afford a fair and reasonable opportunity for the faculty member, employer and union representatives to attend.

### **8.5 RECORDS**

All grievance documents and records dealing with the processing of a grievance will be filed separately from the personnel files of participants.

### **8.6 REPRISAL**

No reprisals of any kind will be taken by the employer or administrators against any faculty member nor will the union or any faculty member take reprisal action against any administrator because of participation in this grievance procedure.

### **8.7 INFORMATION**

At all steps of the grievance procedure, the grievant shall have the right to request the faculty member to produce the relevant records relating specifically to the particular grievance in question. Neither the employer nor the union may rely on any evidence in arbitration which was requested by either party and not provided.

## **8.8 PROCEDURES FOR FILING GRIEVANCES**

All grievances must be filed within twenty-five (25) days after the occurrence of the incident which initiated the grievance, or within twenty-five (25) days after the faculty member should have reasonably known of the circumstances which gave rise to the grievance. The grievance shall state the name of the grievant, nature of the grievance, dates the alleged grievance occurred, the contract provisions affected, and the relief sought. The grievant shall also date and sign the grievance. All grievances shall be presented in accordance with the grievance procedure set forth below.

**Step 1:** After formal review by the Union, any faculty member may file a formal written grievance with the Dean who shall conduct a meeting with the faculty member to discuss resolution of the grievance within ten (10) days following receipt of the grievance. The Dean shall issue a written decision to the faculty member and the union within ten (10) days following the conclusion of this meeting.

**Step 2:** If the grievance is not resolved at Step 1, the grievance may be filed with the President or designee within ten (10) days from receipt of the Step 1 response. A faculty member filing a grievance must also file a copy of the grievance with the union. The President or designee shall issue a written decision to the employee and the union within fifteen (15) days following receipt of the grievance.

**Step 3:** If the faculty member is not satisfied with resolution of the grievance at Step 2, the faculty member shall have ten (10) days to appeal the President's decision to the Commissioner of Higher Education. The appeal shall be in writing and shall include copies of all materials submitted or received at Step 2. The Commissioner of Higher Education or designee shall have fifteen (15) days after receiving the grievance in which to issue a decision in writing to the employee and the union.

## **8.9 ARBITRATION**

**Step 4:** In the event the parties are unable to resolve a grievance, the grievance may be submitted to arbitration at the discretion of the union provided a notice of appeal is filed with the Commissioner of Higher Education within fifteen (15) days of receipt of the decision at Step 3. Request for arbitration must be signed by the faculty member and union president or designee.

## **8.10 SELECTION OF AN ARBITRATOR**

If the union and the employer cannot agree upon an acceptable arbitrator, they shall forward a joint written request to the Federal Mediation and Conciliation Service to provide a list of names of seven (7) arbitrators. However, the employer and the union may stipulate to using an arbitrator supplied by the Board of Personnel Appeals, AAA or another mutually agreeable source. Each party shall alternately strike names from the list until only one (1) name remains. The remaining person shall be designated the arbitrator. A coin toss shall be used to determine which party shall strike the first name from the list. The party losing the coin toss shall strike the first name.

### **8.11 EFFECT OF DECISION**

The decision or award of the arbitrator shall be final and binding upon the employer, the union, and the faculty member. The arbitrator shall not add to, delete from or amend the terms of this agreement.

### **8.12 FEES AND EXPENSES**

The fees and expenses of the arbitrator shall be divided equally between the employer and the union. Each party shall bear the cost of preparing and presenting its own case. If either party orders a transcript it shall allow the other party to copy the transcript by paying half the cost of the transcript plus copying costs. Neither party shall be required to pay the cost of a stenographic record without its consent, provided that failure to do so shall be deemed as a waiver of the party's right of access to the record.

### **8.13 CONDUCT OF THE HEARING,**

In the event the parties agree to stipulate to all relevant facts concerning a grievance, they may submit the grievance to the arbitrator in writing and the formal hearing may be waived. The arbitration hearing shall be held in the city in which the faculty member is employed, unless an alternative location is agreed upon by the parties. The hearing shall be scheduled at a time and date agreeable to the union, the employer, and the arbitrator. The arbitrator is encouraged to issue a decision within thirty (30) days of the close of the hearing or submission of briefs or as soon thereafter as practical. Unless otherwise agreed to, the arbitrator's decision shall be in writing and shall include the rationale for the decision.

## **ARTICLE 9:**

### **TENURE, SENIORITY, AND LAYOFF**

#### **9.1 TENURE**

Tenure is the right to annual renewal of employment from academic year to academic year except in cases of termination for cause or layoff. Tenure is with The University of Montana-Helena College of Technology and is not with the Board of Regents or any entity other than the College.

Tenure is awarded by the Board of Regents, following peer and administrative review and recommendation by the President in accordance with procedures established by the College.

Tenure will not be awarded without appropriate review and recommendation by peers and supervisors. Tenure is awarded for quality of current professional performance and promise for future performance, not merely for completing a certain length of service. It is equally incumbent on the faculty member and the administration to insure that a tenure review occurs at the proper time. In no event shall the failure to give any notice constitute an award of continuous tenure by default.

A probationary faculty member hired for the 2004-05 academic year or later is eligible to make application for tenure after the faculty member has accumulated five years of credit toward tenure. Three years of service as a full-time probationary faculty member at The University of Montana-Helena College of Technology is required before making an award of tenure. Time spent on authorized leave of absence will not count towards eligibility for tenure. The tenure review is conducted in the sixth year of credited employment. If the tenure application is approved, tenure is awarded beginning with the seventh contract of full-time employment.

Each year of prior full-time service at The University of Montana-Helena College of Technology or in a tenure-track position at another accredited two or four-year institution of higher education may be granted toward eligibility for tenure by agreement among the faculty member, the Dean and the President. Probationary credit for prior service must be agreed to in writing between the faculty member, Dean and the President prior to initial appointment. If the employer fails to inform an eligible faculty member of the possibility of receiving credit toward tenure prior to the time of hire, the faculty member shall have 30 calendar days from the first day of employment to request credit toward tenure.

Just cause will be the standard for the termination of tenured faculty members except in the case of layoff.

Only full-time faculty members are eligible for tenure. A full-time faculty member who is tenured and is reduced to part-time status but remains in the bargaining unit shall retain tenure at the reduced level.

Faculty members who were granted tenure prior to the effective date of this agreement shall retain their tenure status until resignation, retirement, layoff or termination for cause.

## **9.2 PROBATIONARY APPOINTMENTS**

Prior to achieving tenure, faculty members in positions not identified as temporary with full time academic year teaching contracts are denominated as probationary faculty members. Probationary faculty members have the right to serve to the end of the contract period but not beyond unless terminated for cause during the term of the contract. Unless an individual contract expressly provides to the contrary, the contract period for all faculty members shall be the academic year. Regardless of the term of any individual contract, no such person has, or shall acquire, a right to reappointment for a period in excess of the academic year.

The employer may terminate probationary faculty members by giving written notice of termination by March 1st in the first and second years of service, by February 15th in the third and fourth years of service, and by September 30th in the fifth or later years of service. No reasons for the termination of probationary faculty members at the end of the contract period need be provided. The employer shall have the option of providing employment or severance pay in lieu of any portion or all of the notice to

which the faculty member is entitled, so long as the extension of employment or severance pay is commensurate with the notice to which the faculty member is otherwise entitled.

### **9.3 TEMPORARY APPOINTMENTS**

A faculty member with a temporary appointment is not eligible for tenure. However, full-time service in a temporary position may be credited toward tenure in accordance with section 9.1 if the temporary faculty member is subsequently hired into a tenure track position. Faculty members shall be informed in writing at the time of hire or rehire that their position is temporary in nature. Appointments to temporary positions lapse at the end of the academic year or the term specified in the letter of appointment, whichever occurs first, unless terminated for cause during the academic year. The notice requirements for probationary faculty members do not apply to temporary appointments.

### **9.4 SENIORITY**

Seniority is determined by the number of years of continuous teaching service with a College. For persons employed by the College on July 1, 1989, who were employed by a predecessor school district for academic year 1988-89, continuous teaching service with the predecessor district shall count toward seniority. No service less than half time shall count for seniority purposes. Service between half time and full time shall be prorated.

Faculty members who are appointed on an acting basis to an administrative position not in the bargaining unit shall continue to accrue bargaining unit seniority for up to one year while serving in the acting capacity. Faculty members do not accrue additional seniority when acting appointments exceed one year, but shall retain all previously earned seniority. A faculty member who accepts a permanent administrative position does not accrue seniority while in the administrative position. If such an employee later applies for and is hired into a bargaining unit position without a break in service, the employee's prior seniority shall be reinstated.

The employer shall prepare and post a seniority list no later than November 1 of each year. A faculty member shall have 30 calendar days to object to his or her seniority as indicated on the list. An objection shall be made by written notice to the Dean.

### **9.5 LAYOFF**

Layoff is defined as the termination of tenured faculty members for programmatic or financial reasons. Within thirty (30) calendar days from the faculty member's written notice of layoff the Dean shall submit a layoff plan to the local union. The union 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 the qualifications of the remaining faculty members meet the needs of the continuing programs. No tenured faculty member shall be laid off if probationary faculty members are retained within the instructional area to teach courses the tenured faculty member 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 faculty member 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 faculty member retains the following rights:

- a. The position of the laid-off faculty member shall not be filled unless the laid-off faculty member has been offered reinstatement in his previous tenure and seniority. The faculty member shall have thirty (30) days in which to accept or decline. If the offer is declined, any further rights under this section are extinguished.
- b. If the laid-off faculty member applies for an open position within the bargaining unit at the College of Technology, and the position is subsequently filled by the employer, the laid-off faculty member shall be hired into the position provided the laid-off employee's qualifications for the job in question are substantially equal or above those of other applicants. If hired pursuant to this subsection the previously laid-off faculty member shall retain tenure unless the President or designee and the faculty member agree to the contrary in writing and shall retain previously accumulated seniority. Any salary shall be prorated for less than full-time employment. Once a comparable offer of employment is made to a previously laid-off faculty member, all further rights under this subsection are extinguished.

## **9.6 EXTENDED POSTING AND HIRING BETWEEN COLLEGES**

The employer agrees that notices for all open faculty member positions which are not filled from within the same College will be posted at all other Colleges.

When a faculty member who is employed at one College applies for and is selected as a faculty member at another College for the next academic year, the College may employ the new faculty member at his previous tenure, seniority and salary levels if mutual agreement of such is evidenced in a written agreement signed at the time of initial employment by the faculty member and the President or designee.

## **ARTICLE 10: COMPENSATION**

### **10.1 SALARIES**

#### **A. Salary Factors for 2009-10 and 2010-11:**

The following factors and methodology will be used to determine faculty member salaries for the period from July 1, 2009, until June 30, 2011.

##### **1. Minimum salaries for each level are as follows:**

Level I: \$32,487

Level II: \$36,448

Level III: \$41,743

Level IV: \$47,025

2. In addition to the above specified minimum salary, newly hired faculty members will receive \$275 for each year of full-time teaching and related occupational experience. Up to a maximum of ten (10) years of related full-time teaching or occupational experience may be recognized for newly hired faculty members.

3. Notwithstanding any of the factors outlined herein, no faculty member will receive a lower full-time academic year salary in one academic year than was received in the previous academic year.

4. Faculty members with an appropriate doctoral degree shall receive a \$1,500 salary stipend. Faculty members receiving a stipend for an appropriate doctorate shall not be given any additional stipend for their master's degree. Faculty members with an appropriate master's degree who are below Level III shall receive a \$1,000 salary stipend. Faculty members who are at Level I and have an associate degree shall receive a \$1,000 salary stipend and those with a bachelor's degree shall receive a \$2,000 salary stipend. These stipends will be implemented for continuing employees with newly earned degrees at the same time as promotions are implemented.

#### **B. Employment, Experience and Education History**

##### **a. New Faculty Members**

New faculty members will have their education and employment records available at the time of hire for determination of the various salary factors listed in section I. Final determination will be agreed upon by the President or designee and then concurred in writing by the newly hired faculty members.

b. Current Faculty Members

Education levels for current faculty members are based on verifiable education completed prior to September 1, 1995. Prior experience used to implement the new salary methodology is identical to that credited under prior methodologies and recognized by the employer prior to September 1, 1995.

In order to provide for a smooth transition to the new salary methodology (on a one-time basis), faculty members with previously recognized equivalent degrees whose unadjusted salary target is more than \$6,000 below their present salary shall be placed two levels higher than the factors justify. Faculty members with equivalent degrees whose initial unadjusted salary target is more than \$3,000 but less than \$6,000 below their present salary shall be placed one level higher than the factors justify.

C. Recruitment Adjustment Stipends

The employer may at its discretion pay 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. Faculty members receiving a recruitment adjustment stipend will be eligible for base increases, experience increases, and promotion and minimum increases on the formula driven salary (not excluding the recruitment adjustment stipend) which are negotiated in subsequent years. Recruitment adjustment stipends will be subtracted out of the formula driven salary when calculating salary increases and promotions and then added back into the faculty member's salary. In no case will the academic year salary of a faculty member who has been given a recruitment adjustment stipend be reduced.

Where practical, faculty members of the search committee will be consulted when it is deemed necessary to offer a recruitment adjustment stipend to an applicant. In addition, the employer will notify the Helena Teachers' Union, in writing, within twenty (20) working days of the granting of this stipend.

D. Merit Awards

Non base-building merit awards may be implemented during the term of the agreement at the discretion of the employer.

E. Level Definition and Threshold Criteria for Promotion

1. The following criteria are effective the 2000-2001 academic year and thereafter:

**Level I:** No degree through bachelor's degree

**Level II:** Appropriate bachelor's degree plus 510 hours of approved professional development activity and five (5) years of full-time related teaching or occupational

experience,

or

five (5) years at Level I plus 510 hours of approved professional development activity for faculty on an approved professional development plan which allows for an alternative route.

**Level III:** Appropriate master's degree and ten (10) years of full-time related teaching or occupational experience, five (5) of which must be in an instructional position at a regionally accredited post-secondary institution,

or

five (5) years at Level II plus 570 hours of approved professional development activity for faculty in an approved professional development plan which allows an alternative promotion route.

**Level IV:** Appropriate master's degree and five (5) years at Level III plus 720 hours of approved professional development activity,

or

appropriate doctorate degree and five (5) years at Level III plus 570 hours of approved professional development activity, service or scholarly development.

2. All Professional development activity used to meet threshold criteria for promotion must be approved by the employer. The approval process for each campus location shall be communicated to faculty. Prior approval is recommended. If a faculty member's request for approval of a professional development activity is denied, the faculty member may appeal the denial to the Labor-Management Committee or an alternative process agreed upon by the parties but may not appeal such denial through the contractual grievance procedure.
3. Activities include experiences that advance a faculty member's professional (educational and occupational) skills, knowledge, and abilities, and experiences that maintain a faculty member's currency with technology and practices in education and/or the occupation(s) for which they prepare/educate students for employment or further education. Participation in these experiences usually results in curricular changes or increased teaching effectiveness. These experiences are usually gained through participation in activities such as, but not limited to: college coursework; business and industry-conducted training; professional organization workshops and conferences; seminars; etc.
4. Thirty (30) hours of professional development activity equals one (1) semester credit of college coursework. A combination of approved college coursework and other types of approved professional development activity may be used to meet threshold criteria.

5. The hours of professional development activity specified for each level must have been completed since the faculty member's initial hire or last promotion, which ever is later.
6. The employer may award credit toward the fulfillment of the hours of professional development required for promotion for work experience. Some work experience may not qualify.
7. Part-time teaching experience at regionally accredited colleges or universities that is at least half time shall be recognized on a pro rata basis. For example, a faculty member who teaches half time for ten (10) years will be credited with five (5) years of full-time teaching experience.
8. New faculty are typically placed no higher than Level II at the time of hire. However, in extraordinary circumstances a newly hired faculty member may be placed at Level III by the employer after consultation with the members of the search committee.
9. The employer reserves the right to deny a faculty member's application for promotion or tenure for the sole reason that the faculty member has not obtained an appropriate undergraduate or graduate degree. Faculty hired in FY 2001 and thereafter will be informed in writing by the employer of this requirement at the time of hire.
10. In the 2003-04 and 2004-05 academic years, promotions become effective with the beginning of the academic year following the year the promotion review took place but shall not be implemented until after the ratification of a successor agreement. Faculty may submit an application for promotion during the year in which they meet the eligibility criteria. If five (5) years of experience are required, the application may be made during the fifth (5th) year.
11. Meeting threshold education and experience requirements specified in subsection A is not sufficient in itself to warrant promotion. Promotion to a higher level also requires application by the faculty member and documentation of positive contributions to the College of Technology. The following activities will be given consideration in evaluation for purposes of promotion:
  - a. classroom performance;
  - b. facility organization and management of a lab/shop/clinic;
  - c. instructional equipment organization and management;
  - d. development and revision of curriculum and course material;
  - e. student advising;
  - f. student outcomes assessment;
  - g. activities involving innovative instructional techniques;

- h. scholarly activity such as applied research, presentations and publications;
- i. professional development activities--educational and occupational;
- j. achieved recognition in education, business, industry or in an occupation as evidenced by licensure or certification;
- k. participation in professional organizations--educational, business and industry, occupational;
- l. consulting and other activities with business and industry, and other community organizations;
- m. serving on advisory boards, outside work for agencies, service on campus committees, awards recognizing service accomplishments.

F. Promotion Timelines and Procedures

1. The College of Technology shall have promotion procedures and criteria. Promotion procedures and criteria shall be updated periodically and must be approved by the Labor-Management Committee (or an alternate committee agreed upon by the parties) and the President or designee. Promotion procedures shall include an opportunity for evaluation and recommendation by faculty members as well as the appropriate levels of the administration.
2. A faculty member may only be promoted one level at a time. After a faculty member's first promotion (with the exception of those who have received a Half Level II promotion), the faculty member must wait a minimum of five (5) years before being eligible for another promotion.

**10.2 SUMMER PROGRAMS**

Faculty members teaching a full-time summer assignment shall be compensated at 1/168th 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 168.

When calculating a prorated hourly salary under this section, the full-time academic year salary shall be divided by 1176 hours. Summer session compensation for bargaining unit faculty members teaching less than full-time shall be prorated at a rate of 1.16 times the appropriate prorated hourly salary. This provision shall not be used to determine compensation for continuing education courses.

**10.3 OVERLOAD COMPENSATION**

An instructional faculty member may be given overload compensation for additional instructional responsibilities beyond the normal work day or work year. The conditions and compensation of all overload duties shall be established prior to the beginning of additional instructional work. Where

performance of additional responsibilities is required by the employer, the rate of compensation shall be paid on a prorated salary basis. When calculating the prorated hourly salary under this section, the academic year salary shall be divided by 1176 hours. When calculating the prorated full-time daily salary amount, the academic year salary shall be divided by 168.

Where faculty members have the option of refusing additional work assignments, the rate of compensation will be agreed upon between the employer and the faculty member.

#### **10.4 EXTRA DUTY ASSIGNMENTS**

Instructional faculty members who are assigned non-instructional extra duty assignments by the employer which are in excess of normal professional responsibilities and extend beyond the normal work day or work year may be provided extra compensation upon recommendation of the Dean and approval of the President or designee. Instructional faculty members shall have the right to refuse non-instructional extra duty assignments which are in excess of normal professional responsibilities and extend beyond the normal work day or work year. Rate of compensation for such extra duty assignments shall be agreed upon between the faculty member and College Dean with the approval of the President or designee. If extra duty assignments are canceled by the employer, the compensation will be prorated for any partial completion of assignments.

#### **10.5 COMPENSATION OF DEPARTMENT CHAIRS**

The College retains the prerogative to determine its administrative structure and appoint department chairs when determined appropriate by the College. Department Chairs shall be compensated at the rate of \$1800 per fiscal year in FY 2004 and \$2000 per fiscal year in FY 2005 and thereafter for the additional responsibilities assumed. Department Chairs may be granted a reduced teaching load at the discretion of the employer. A faculty member may decline to serve as department chair. If department chairperson assignments are canceled by either the employer or the department chair, the compensation will be prorated for any partial completion of assignments.

#### **10.6 INSURANCE**

The employer contribution for employees in the bargaining unit participating in the Montana University System Group Insurance Plan shall be in accordance with state statute.

#### **10.7 UNEMPLOYMENT INSURANCE**

All employees covered by this agreement are covered by unemployment insurance as provided in 39-71-101 et. seq. MCA.

## **10.8 WORKERS' COMPENSATION**

All employees covered by this agreement are eligible for workers' compensation benefits as provided in 39-71-101 et. seq. MCA.

## **10.9 DEPENDENT TUITION WAIVER**

Permanent employees employed at least three-quarter time for five (5) or more consecutive years are eligible to use a dependent tuition waiver benefit in accordance with Board of Regents policy. Employees who utilize the faculty and staff tuition waiver are not eligible for a dependent tuition waiver during the same academic term. Only one (1) dependent may utilize the dependent tuition waiver in an academic term. A dependent includes the employee's spouse, and financially dependent children as defined by the Internal Revenue Code who are unmarried and under age 24. The tuition waiver benefit for dependents shall be for 50 percent of the residential tuition. In no case may registration, course fees or any other mandatory or miscellaneous fees be waived. Dependents may utilize the tuition waiver benefit to take courses at a college of technology or in any other two-year or certificate programs and to obtain a first baccalaureate degree at any unit of the university system. Dependents may not use the tuition waiver benefit to attend law school or obtain a graduate degree. The tuition waiver does not apply to non-credit, continuing education or other self-supporting courses.

## **10.9 FACULTY WORKLOAD**

The following factors (in addition to other appropriate factors) may be considered when making workload assignments: total number of students, number and nature of course preparations and student need. The instructional workload for full-time probationary and tenured faculty shall normally fall within the range of 30 to 34 credits per academic year. The instructional assignment for a full-time probationary or tenured faculty member shall normally not exceed 750 hours per year. It is recognized that the instructional workload of some full-time faculty may be less than 30 to 34 credits when there are additional non-instructional assignments. Faculty teaching more than thirty-four (34) credits or 750 hours per year shall be eligible for overload compensation in accordance with Section 10.3 or a reduction in non-instructional assignments at the discretion of the campus administration. Bargaining unit faculty who teach at least fifteen (15) credits in a semester shall not receive a prorated salary during that semester.

## **ARTICLE 11:**

### **GENERAL CONTRACT PROVISIONS**

#### **11.1 SAVINGS CLAUSE**

Should any portion of this agreement be determined unlawful or unenforceable by a court of competent jurisdiction, that portion of the agreement declared invalid shall be null and void; however, the rest of

the agreement shall remain in full force and effect and either party may initiate negotiations to arrive at mutually agreeable language on the provisions declared invalid.

### **11.2 INTERIM AMENDMENT**

Changes or additions to this agreement during its term may be negotiated only upon mutual agreement of the parties to this agreement. Any agreed to changes or additions shall be made effective upon any date agreed upon by both parties and shall expire upon the expiration of this agreement. In order for any changes to be effective, they must be set down in writing and approved and signed by the union and the Commissioner.

### **11.3 COPIES OF AGREEMENT**

Upon final ratification, the employer shall prepare the agreement and give a copy to the bargaining agent. Employees shall have access to the agreement electronically or may request a copy from the employer or the bargaining agent.

### **11.4 PREBUDGETARY NEGOTIATIONS**

Prebudgetary negotiations shall commence upon mutual agreement.

### **11.5 CONFLICT WITH STATUTE**

Throughout this contract, benefits provided by statute are summarized. These benefits are changed from time to time by the legislature. The intent of the parties is that eligible employees will receive benefits in accordance with applicable current state statutes. If there is a conflict between statute and the agreement, the statutory provision shall take precedence.

### **11.6 ENTIRE AGREEMENT**

This written agreement constitutes the entire agreement between the parties on all bargainable subjects and it supersedes all prior contracts, agreements, understandings and practices.

### **11.7 NONDISCRIMINATION**

Neither the Board nor the union shall discriminate on the basis of race, creed, religion, color or national origin or because of age, physical or mental disability, marital status, or sex when the reasonable demands of the position do not require an age, physical, or mental disability, marital status or sex distinction. If an employee files a complaint alleging unlawful discrimination under state or federal statutory complaint procedures for civil rights or human rights violations, the employer is under no obligation to process a grievance based on the same events nor is there a right to pursue a grievance in such instances.

### **11.8 NO STRIKE/LOCKOUT**

There shall be no strikes, slowdowns or work stoppages of any kind for any reason on the part of union or employees during the term of this agreement, nor shall there be any lockout of employees during the term of this agreement.

### **11.9 LETTERS OF AGREEMENT**

Previous letters of agreement, side bar agreements and memoranda of understanding between labor and management that are not incorporated into the subsequent collective bargaining agreement are null and void.

## **ARTICLE 12:**

### **TERM OF AGREEMENT**

#### **12.1 TERM OF AGREEMENT**

This agreement shall be in effect from ten (10) working days after the date of ratification or July 1, 2009, whichever is later, and shall continue until and including June 30, 2011, 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, 2011, of its desire to modify or terminate this agreement. Negotiations on a subsequent agreement shall commence on a mutually agreeable date.

## **APPENDIX A: POLICY AND STATUTORY REFERENCES**

This appendix is not a part of the collective bargaining agreement but is included as an informational reference. Regent policies and statutes which may be of interest to employees include the following.

### Regents Policies

703	Nondiscrimination
712.1	Post-retirement Employment
730.6	Minimum Qualifications of Faculty; Montana Technical System
801.5	Holiday Exchanges
803.1	Tax Sheltered Annuities
803.2	Optional Retirement Program
804.1	Self-insured Group Insurance Plan
804.4	Personal Indemnification
940.13	Fee Waivers

### State Laws

Public Employees Retirement System	Title 19, Chapter 3
Teachers' Retirement	Title 19, Chapter 20
Optional Retirement Program	Title 19, Chapter 21
Deferred Compensation	Title 19, Chapter 50
Workers' Compensation	Title 39, Chapter 71
Public Employees Collective Bargaining Act	Title 39, Chapter 31
Code of Ethics	Title 2, Chapter 2, Part 1
University System	Title 20, Chapter 25
Travel, Meals and Lodging	Title 2, Chapter 18, Part 5

**APPENDIX B:**  
**MEMORANDUM OF UNDERSTANDING**  
**MERIT AWARDS**

The parties agree to retain the current contract language on merit, but enter into this memorandum of understanding providing for a total of \$1,000 worth of merit-based salary adjustments to be recommended to the Administration and paid in 2011 for the 2009-10 Academic Year. While the total funding pool is \$1,000 for the 2009-10 award (to be paid in 2011), the merit committee may recommend more than one award in salary increments that total \$1,000. For example, the committee may recommend two awards of \$500 in base salary adjustments. The payment of the award(s) is contingent upon the faculty merit committee fulfilling and documenting its obligations in this process.

**APPENDIX C:**  
**REVIEW OF SALARY SCHEDULE**

The parties agree to continue the committee of union appointees and management appointees to examine the salary schedule and make a report and/or recommendations on the committee's findings.

**SIGNATURE PAGE**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

FOR THE EMPLOYER:

FOR THE UNION:

\_\_\_\_\_

Commissioner of Higher Education

\_\_\_\_\_

President

\_\_\_\_\_

Chief Spokesperson

\_\_\_\_\_

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