

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE UNIVERSITY OF MONTANA WESTERN  
FACULTY ASSOCIATION**

**LOCAL 4323, MEA-MFT, NEA, AFT, AFL-CIO**

**AND**

**THE BOARD OF REGENTS OF HIGHER EDUCATION  
MONTANA UNIVERSITY SYSTEM**

**JULY 1, 2015 THROUGH JUNE 30, 2017**

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## **1.000 PREAMBLE**

This agreement is entered into by the Commissioner of Higher Education as agent for the Board of Regents of Higher Education on behalf of The University of Montana Western hereinafter referred to as Commissioner, and The University of Montana Western Faculty Association, Local 4323, MEA-MFT, NEA, AFT, AFL-CIO, hereinafter referred to as the Association, and has as its goals the furtherance of quality education, the establishment of an equitable procedure for the resolution of grievances and the formal understanding with regard to salaries, hours and conditions of employment.

The parties recognize that good faith collective bargaining is a means of achieving these goals through a process which gives legitimate expression to the concerns of the faculty members as represented by the Association and of The University of Montana Western Administration and the Board of Regents as represented by the Commissioner of Higher Education.

## **2.000 DEFINITIONS**

For the purposes of this agreement "Parties" shall mean the Board of Regents and its agents, including the Commissioner of Higher Education and the Administration, and the Association and its agents.

2.010 For the purposes of this agreement "Commissioner" shall mean the Commissioner of Higher Education as agent for the Board of Regents on behalf of The University of Montana Western.

2.020 -- For the purposes of this agreement "Administration" shall mean the Chancellor and other appointed administrative officers of The University of Montana Western who are not members of the bargaining unit.

2.030 -- For the purposes of this agreement the "Board of Regents" shall mean the Board of Regents of Higher Education of the Montana University System.

2.040 -- For the purposes of this agreement "Association" shall mean The University of Montana Western Faculty Association, Local 4323, MEA-MFT, NEA, AFT, AFL-CIO.

2.050 -- For the purposes of this agreement "Faculty" shall mean all instructional faculty represented by the certified exclusive bargaining agent.

2.060 -- For the purposes of this agreement "Students" shall mean all matriculated students attending The University of Montana Western during the term of this agreement.

2.070 -- For the purposes of this agreement "Adequate Cause" is defined as:

1. conviction of any felony or of a crime involving moral turpitude since the date of initial appointment at the institution or the willful concealment of such crime in making application for employment;
2. uncorrected failure to carry out the responsibilities of a faculty member as listed in 3.600 Academic Responsibility, but not limited to those responsibilities so listed. Such failure must be directly and substantially related to the fitness of the faculty member in the faculty member's professional capacity as a teacher or researcher;
3. obstruction or disruption of teaching, research, administration, disciplinary procedures or other University activities or of other authorized activities on University premises;
4. theft or deliberate damage to University property or the property of a member of the University community or a campus visitor;
5. fraud or willful misrepresentation of professional preparation, accomplishments or experience in connection with initial hiring or in the submission of materials for evaluation for promotion, tenure, or salary adjustment purposes; or
6. Forgery or fraudulent alteration of University records or documents.

### **3.000 COMMISSIONER - ASSOCIATION RELATIONSHIPS**

#### **3.100 UNIT DETERMINATION**

The bargaining unit covered by the agreement shall be composed of all faculty members holding academic rank who are scheduled to teach nine (9) or more credit hours in any semester or a total of seventeen (17) or more credit hours over the course of an academic year, and whose current appointment is with The University of Montana – Western. UM-Western employees who are typically excluded from the bargaining unit include employees who teach solely in extension through Continuing Education; chancellors; deans; executive assistants; the library director; registrar; coaches and others whose responsibility is primarily and regularly administrative. Faculty not meeting the above criteria for membership in the bargaining unit may be added with the mutual consent of the Administration and the Association.

#### **3.200 RECOGNITION**

The Commissioner recognizes the Association as the exclusive collective bargaining representative of the unit as regularly determined by the Board of Personnel Appeals except as modified by this collective bargaining agreement or any subsequent agreement.

#### **3.300 DUES DEDUCTION AND AGENCY SHOP**

#### **3.310 PAYMENT OF DUES OR REPRESENTATION FEES**

All current faculty members covered by this agreement who are not members of the Association shall, as a condition of continued employment, pay to the Association a

representation fee as a contribution toward the administration of this agreement. New faculty shall be allowed thirty (30) calendar days after employment in which to comply with this requirement. Any faculty member who fails to comply with this requirement shall be discharged by the employer within seven (7) calendar days after receipt of written notice from the bargaining agent.

The Association shall indemnify and hold the employer harmless against any claims that result from action taken by the employer in compliance with this Article.

### 3.320 DUES CHECKOFF

The Administration agrees, upon receipt of written authority from any faculty member, to deduct from the pay of the faculty member the monthly amount of dues or service fee in lieu of dues, as certified by the appropriate officer of the Association. The aggregate deductions of all faculty members shall be remitted, together with an itemized statement, to the appropriate officer of the Association on or before the 15th of the succeeding month.

### 3.400 NONDISCRIMINATION

Neither the Commissioner, the Administration, nor the Association shall discriminate on the basis of race, creed, color, national origin, religion, gender, physical disability, age, marital status or political beliefs.

This agreement shall be applied equally in all cases with respect to salaries, hours and terms and conditions of employment.

The Association agrees that it shall admit to membership and represent equally all persons within the recognized exclusive bargaining unit.

### 3.500 ACADEMIC FREEDOM

The parties agree and declare that academic freedom shall be guaranteed to faculty members subject only to accepted standards of professional responsibility, including but not limited to those herein set forth.

1. The parties to this agreement recognize and accept the importance of academic freedom to faculty members and students. Academic freedom is the right of scholars to study, discuss, investigate, teach and publish.
2. Academic freedom applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom with regard to instruction is fundamental for the protection of the rights of the faculty member in teaching and of students to freedom in learning.
3. The faculty member is entitled to freedom in research and in the publication of the results, subject to the adequate performance of other academic duties.
4. The faculty member is entitled to freedom in the classroom in discussing the subject, but should be careful to present various scholarly views related to the subject and to avoid presenting totally unrelated material.

5. The concept of academic freedom should be accompanied by an equally demanding concept of responsibility. Each faculty member's responsibilities, in regard to professionalism, shall include the following:  
Faculty members are citizens, members of learned professions and representatives of an educational institution. When they speak or write as individual citizens, they must be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As men and women of learning and as educational representatives, they should remember that the public may judge their professions and their institutions on the basis of their utterances.

In a situation where a reasonable person might believe that the faculty member is speaking on behalf of The University of Montana Western or the Montana University System, the faculty member shall make it clear that he/she is speaking, writing, or acting as an individual and not as a representative of The University of Montana Western or the Montana University System. However, in public discussions of issues related to UMW or Montana University System business wherein the faculty member's position may be relevant to his/her perspective, the faculty member, after indicating that he/she is not representing UM-W, the University System, or his/her colleagues, may publicly identify himself/herself by title and rank.

The concern of the University and its members for academic freedom safeguards must extend equally to requiring responsible professional service, consistent with the objectives of the institution. Every person in the bargaining unit is at one and the same time (1) a teacher (2) a member of the faculty of UM-Western, and (3) a scholar. By virtue of his/her position within the institution, the faculty member must serve all three of these functions, each of which is of great importance (3.600 ACADEMIC RESPONSIBILITY).

As a member of the faculty, each person is expected to relate in a professional manner with colleagues, staff, students and all others within the academic community. The expectation of professional and collegial behavior by faculty shall, likewise, be reciprocal for UM-Western Administrators and staff, whereby they should relate to faculty in the same respectfully professional manner. Faculty shall not be subject to abuse, threats, intimidation, bullying, discrimination or other types of unprofessional behavior. The rightful expectation of a healthy and safe workplace must include the expectation of a collegial working environment that embodies the principles of professionalism and non-discrimination.

### 3.600 ACADEMIC RESPONSIBILITY

In addition to their general academic responsibilities the faculty members accept the following specific responsibilities with respect to that portion of their professional duties which are performed on campus. The faculty member shall:

1. maintain professional competence and keep personal knowledge current by continuous reading, and/or research and/or continued education;
2. perform the duties of a faculty member:

- a) to meet all scheduled sessions of assigned classes and to inform the Provost's office of any absences. Variations from the published class schedule are allowable with unanimous student approval, protecting the anonymity of the students, and shall be submitted to the Provost.
  - b) to maintain posted office hours, and be available to students for advising and discussing academic assessment including the evaluation of performance and final grades;
  - c) to keep current the content of all courses assigned and to teach each course according to high professional standards, recognizing that styles and techniques vary among individual faculty members and disciplines;
  - d) to accept departmental and University duties; and
  - e) to participate in the efforts to improve the quality of The University of Montana Western;
  - f) to evaluate and award grades on the basis of academic performance.
  - g) to participate in the fall orientation day, faculty-organized faculty meetings, convocation and the spring commencement exercises. The employer will reimburse faculty members up to twenty-five (\$25) per year toward the rental of commencement regalia.
  - h) to treat the non-teaching block as a faculty-directed period of professional development and scholarly/creative activities. Faculty members shall inform the Provost of their plans for the non-teaching block, including contact information when they are off campus.
  - i) to make arrangements for serving advisees and committee responsibilities when off campus.
3. present to the students on the first day of each class in each block, and to the Provost within the first week, a written course syllabus indicating the faculty member's objectives, the learning outcomes of the course and their assessment, the student's responsibilities and specific criteria for the grading system to be utilized. For semester-long courses, the faculty member shall present to the students and Provost the above information within the first week of class. Faculty members have control over the specific content of all syllabi, so long as they are consistent with published catalog descriptions of the course, program requirement, program sequence, and relevant state and national accrediting standards.
4. adhere to the code of ethics set forth in state law.

## **4.000 COMMUNICATIONS**

### **4.100 LABOR-MANAGEMENT COMMITTEE**

A joint labor-management committee to discuss mutual concerns shall be established and shall meet during the academic year. The committee shall consist of proportionate representation from faculty and Administration, but in no circumstances shall there be fewer than two faculty and two Administration members. The parties agree that the President of the Associated Students of The University of Montana Western may be invited to participate in those discussions not concerned with personnel actions of a private or sensitive nature. It is not the purpose of this committee to negotiate items in this agreement, and the committee shall not be used as a by-pass of grievance procedures laid down in the agreement. One of the purposes of the labor-management committee is to attempt to resolve disagreements regarding policy changes which involve faculty benefits and working conditions not covered by this agreement. The Commissioner and the Administration have and shall retain all rights conferred by law and current policy except as modified by this agreement. Covenants made between individual faculty members and this or any previous Administration shall not be recognized. The committee may resolve any differences by mutual agreement. Unresolved differences shall be placed on an agenda for subsequent negotiations.

### **4.200 INFORMATION AND DATA**

The Commissioner and the Administration shall make available to the Association upon its request and within a reasonable time, such data and financial information as are normally available for use in the ordinary course of business. The Association shall reciprocally make available similar information to the Commissioner and the Administration. Neither the Commissioner, the Administration, nor the Association shall be required, without an effective written waiver, to provide the other with information which is privileged, confidential, or which would require the revelation of personal information of a private nature or which has been gathered or prepared specifically for the purposes of preparing for or conducting collective bargaining. Voluminous information shall be made available for inspection at its normal place of retention, or, upon request, will be provided to the other party at cost.

### **4.300 ACCESS TO INFORMATION**

The agenda for regular Board of Regents meetings will be posted electronically at least a week prior to the meetings. In addition, minutes of the Regents meetings will be posted electronically.

### **4.400 ADDRESSING THE BOARD**

Officers of the Association shall have the right to initiate discussions with the Board on relevant topics, not to include matters that are a subject of negotiations, provided that the Association notifies the Administration and the Commissioner in writing ten (10) working days in advance of any regularly scheduled Board of Regents' meeting. Such notice shall contain a statement regarding the topic.

## **5.000 ROLE OF STUDENTS**

The Commissioner, the Administration, and the Association recognize that students are a vital factor in the efforts to improve the quality of education available at The University of Montana Western. It is understood by all parties that open communications with the student body are critical and that the inclusion of students in the decision-making process is both necessary and desirable. To this end it is agreed that students may be represented on the following committees:

1. Committees specified in Faculty Senate By-Laws;
2. search committees selected to fill faculty or administrative positions;

In addition, students shall be permitted to provide input concerning pertinent matters with respect to faculty evaluation, tenure decisions, and promotion decisions as provided for in this agreement. Due consideration shall be given to such input.

All parties shall work cooperatively with the Associated Students of The University of Montana Western Student Senate and other University-sanctioned student organizations and shall recognize in all respects the rights and responsibilities of students as set forth in the current constitution of the Associated Students of The University of Montana Western and other applicable student documents.

## **6.000 ASSOCIATION RIGHTS AND RESPONSIBILITIES**

### **6.100 FACILITIES**

#### **6.110 ASSOCIATION USE**

The Association shall have the right to use University facilities at reasonable times when such facilities are not otherwise in use and shall reimburse the Administration for the reasonable cost of all materials and supplies used.

#### **6.120 MEETING ROOMS**

The Association has the right to meet in rooms of the University which are unscheduled for other use. The parties also agree that the Association may contact any member of the bargaining unit at that person's work location. The Association agrees that it will not disrupt the educational process at such locations.

#### **6.130 BULLETIN BOARDS**

The Administration shall assign space on official bulletin boards for the purpose of posting Association notices.

#### **6.140 CAMPUS MAIL**

The Association shall be permitted to use the University mailroom facilities for the distribution of Association communications. Such communications shall be given the same attention as other campus mail.

#### 6.150 ANNOUNCEMENTS

Upon request, the Association shall be provided time at University faculty meetings to make brief reports and announcements.

#### 6.200 DUTIES OF THE ASSOCIATION PRESIDENT

The Association President shall be allowed to perform such duties related to the Association which cannot be performed properly other than during normal University hours or which are a result of an emergency situation, provided that such duties do not interfere with the Association President's or other faculty member's instructional or other University responsibilities.

#### 6.300 RELEASE TIME

Any elected or appointed officer of the Association shall upon request to the Administration and Commissioner, be granted an Association-affairs leave of absence without pay for not less than one semester nor more than two semesters. Association members granted such leave shall receive credit toward annual salary increments as provided in this agreement. No more than one faculty member may take such leave during the same time period.

#### 6.310 RELEASE TIME FOR ASSOCIATION OFFICIALS

The Board and the Association agree that Association officials may be released from other duties for Association activities. Association officials shall arrange for all classes to be covered during any necessary absence subject to the approval of the Provost, and no student shall be disadvantaged because of such absences. The Association agrees to reimburse the employer for any and all expenses incurred because of the absence of any Association official who is released under this provision.

### **7.000 WORKING CONDITIONS**

#### 7.100 FACILITIES

##### 7.110 BUILDING USE

Faculty members may have access to University buildings when the University is not in session. Faculty members shall be responsible for making their own arrangements through appropriate security personnel.

##### 7.120 OFFICE SPACE AND FURNISHINGS

A private, lockable office shall be provided for every full-time faculty member, where available. Each office shall be furnished within available resources and include a telephone and computer. The parties agree to respect the privacy of faculty members' drawers and files.

##### 7.200 CLASS AND COURSE ASSIGNMENT

Each faculty member shall be given the opportunity, before tentative class schedules have been prepared, to specify preferences as to the teaching schedule for the coming year.

The assignment of courses and the expression of the faculty member's preference in the scheduling thereof shall be the responsibility of the Provost. Changes in a faculty member's program may be made if necessary. In making necessary changes, the Provost shall consult with the affected faculty member in the interest of arriving at the best solution for all concerned. Faculty shall have the right to refuse Saturday teaching assignments.

Department faculty, if eligible for an overload teaching assignment, shall have the first priority to teach additional courses/sections before an adjunct may be hired.

#### 7.210 SUMMER SESSION ASSIGNMENTS

Faculty members shall receive a written announcement of all proposed summer session teaching openings no later than March 15th of each year.

Summer session teaching assignments shall be determined in accordance with procedures devised by the Administration. Procedures shall include consideration of a system for equitably and fairly distributing summer session teaching assignments from year to year, as desirable and/or feasible. The Administration shall accord proper consideration to those faculty who have qualifications and/or experience directly relevant to the summer session courses planned.

Summer session letters of appointment will normally be issued no later than April 15, except in legislative years when such notification will be provided no later than 45 days after the signing by the Governor of the university system appropriations. Summer session compensation shall be provided in accordance with the provisions of this agreement.

#### 7.220 WORKLOAD

All faculty members shall be notified in writing of their tentative course schedules at least six (6) weeks in advance of the ensuing academic semester or summer term. All regular, assigned on-campus (non-extension, non-continuing education) classes will be considered part of the faculty member's workload. Regular workload may also include, at the discretion of the Administration, after consultation with the faculty member, teaching of on-line or off-campus courses. Faculty members required by the Administration to substitute in class for absent faculty members shall be reimbursed at the pro-rated overload rate specified later in this section.

The normal teaching workload for full-time tenured and tenure-track faculty will typically be twenty-four (24) credit hours per academic year. If the faculty workload committee determines that a tenured or tenure-track faculty member is carrying an inequitable workload, such faculty member shall be eligible for additional compensation at the rate of \$900 per credit hour.

Any alleged inequity of workload may be referred to the faculty workload committee within the first two (2) weeks of the semester. The committee shall consist of two (2) Association appointees and two (2) Administration appointees. Any differences unresolved by the committee shall be decided by the Provost of the University. The committee shall consider all alleged inequities in light of campus workloads. The committee may prescribe forms for reporting assignments.

Credit toward faculty workload for supervision of student teachers, interns, and student theses shall be one credit of faculty load per 22.5 student credit hours. Credit toward art faculty workload for teaching advanced studio students shall be one credit of faculty load per 10 student credit hours.

At the option of a faculty member, a limited amount of independent study may be offered without consideration as overload. The faculty member shall present the request along with the independent study contract through appropriate channels for approval. Three (3) independent study courses per academic year will be the maximum allowable per faculty member. An independent study course may not duplicate a regularly offered catalog course.

At the option of a faculty member, a limited amount of directed study may be offered. The faculty member shall present a request along with the directed study contract through appropriate channels for approval. Directed study courses may duplicate a regularly offered catalog course and may be offered for up to five (5) students. Credit for directed study courses shall be discounted by 50% when included in the calculation of the faculty member's workload.

#### 7.230 EDUCATION MATERIALS

Instructional faculty shall select the course materials and texts for courses for which they are professionally responsible, but such selection shall conform to distributed course syllabi, catalog course descriptions and institutional policies.

To the extent feasible, subject to budgetary limitations, faculty members shall be provided with materials and equipment for their daily instructional or supportive responsibilities. Faculty shall be provided a copy of required text books at no charge.

#### 7.240 COURSE CAPS

Academic departments recommend course enrollment caps to the Office of the Provost. The goal for the maximum class size is 25. The Provost may direct a higher number after first consulting with and notifying the instructor of record.

#### 7.300 OTHER EMPLOYMENT/ETHICAL PRACTICES

Faculty members may consult or hold other employment which does not interfere with the proper discharge of their professional duties under the terms and conditions of this agreement. Earnings derived from consulting and outside employment are the property of the faculty member. If such consulting or outside employment involves the use of institutional facilities, the institution name or personnel, the faculty member shall obtain prior approval from the Administration. In all private consulting engagements, the client must be informed that The University of Montana Western is in no way a party to the contract or liable or responsible for the performance thereof. No official stationery or forms of The University of Montana Western shall be used in connection with such work nor shall the name of the University be used in any other way without the express consent of the Chancellor.

No employee of The University of Montana Western may undertake consulting or professional practice assignments which would result in a conflict of interest with his/her assigned University duties.

A faculty member must file a statement with the Chancellor prior to accepting a research or consulting assignment not under the control of the University.

#### 7.400 PAYROLL DEDUCTIONS

Upon proper authorization, the Administration shall administer the following payroll deductions: Association dues, U.S. Government Savings Bond, approved credit unions, approved tax sheltered annuities, approved personal retirement and/or investment programs, or others which may be agreed upon.

#### 7.500 PERSONNEL FILES

The Administration shall maintain in the Chancellor's office one (1) official personnel file for each faculty member. Personnel files are those records, both confidential and public, which relate to any faculty member's personal and professional characteristics, record of experience, evaluations of performance or potential not contained in the separate confidential personnel file, and summaries of the material contained in the separate confidential personnel file. Any information which is a matter of record elsewhere, e.g., salaries as reflected in the official minutes of the Board of Regents, shall be considered public information.

Unsolicited laudatory letters may or may not be considered part of the personnel file at the discretion of the Administration. Complaints or criticisms which have not been made known to the individual concerned cannot be placed in any individual's file or considered in any personnel action.

A faculty member shall have the right to make additions or responses to material contained in the official personnel file and shall have the right to receive a copy of all material placed therein at the faculty member's own cost. Requests for review of the official personnel file shall be made in a manner which does not disrupt the normal routine of the office. Under no circumstances shall the official personnel file be removed from the office by the faculty member, and a faculty member's access to the file may be only in the presence of the proper official or a designee in the office. In addition to the faculty member, only the Chancellor or his/her designee(s) shall have access to the official personnel file without express written approval of the faculty member.

In order to protect the confidentiality of the writers, evaluations by students as provided for in this collective bargaining agreement may be kept in a separate confidential personnel file. No other material may be placed in the separate files. Accurate summaries of this information shall be placed in the official personnel file. In the event that a faculty member intends to file a grievance pertaining to the evaluation, the President of the Association and a faculty member designated by the grieving party shall also have access to this file. If a formal grievance proceeds beyond step 1, designated representatives of the Commissioner, the Association, and the arbitrator shall also have access to this separate confidential file.

Material may be culled from the official personnel file upon agreement of the Administration and the faculty member. Material which is more than seven (7) years old may be removed from the separate confidential files upon agreement of the Administration and the faculty member.

In addition to the official personnel file and the separate confidential file, there may be one pre-employment file which also shall be confidential and shall contain only letters of reference and recommendations and/or material related thereto secured from sources outside the University. After appointment of a faculty member, such file shall not be used in subsequent personnel actions at the University. The faculty member shall have no right of access to the pre-employment file unless a particular document contained therein is necessary to the proper resolution of a grievance, in which case the faculty member shall have access to the necessary documents through the proper application of the grievance procedures.

#### 7.600 SAFE WORKING CONDITIONS

The Administration shall identify a safety officer. Faculty shall notify the safety officer as soon as possible of any safety hazard or threat incident to their employment. Faculty members shall not be required to work under hazardous conditions or to perform tasks which endanger their health or safety, nor will they require their students to do so. Protective devices and first aid equipment shall be provided faculty members who practice in hazardous instructional environments. A faculty member shall be responsible for the proper use of each device and for insuring proper use by students under the faculty member's supervision.

#### 7.700 SAFETY AND HEALTH

The parties agree that faculty members shall be provided well maintained facilities, equipment and a general educational environment which does not endanger or otherwise jeopardize the health or safety of students or faculty members.

#### 7.800 PATENT, COPYRIGHT AND OWNERSHIP OF ELECTRONIC COURSE MATERIALS

##### 7.810 COPYRIGHT POLICY

1. Works which are produced by a faculty member in connection with an approved and sponsored research project are treated in accordance with the agreement negotiated with the sponsor. In the absence of such agreement or to the extent such agreements do not fully address ownership of works produced, such works shall be treated in accordance with sections 2 and 3 of this article.

2. When a faculty member is:

- a. assigned work or responsibilities for the specific purpose of developing visual aids, manuals, public relations material, or printed or recorded copyrightable works, or
- b. assigned work or responsibilities, or uses University facilities, equipment, and/or assigned time, for the purpose of developing computer programs, electronically deliverable

courses, or other electronic/digital copyrightable works, then, the works produced pursuant thereto and all royalties therefrom shall be the property of the University. Such assignment shall be indicated either on the individual employment contract or in a separate document countersigned by the employee. Should the University and the employee agree to a division of royalties such division must be included in the contract or in a separate document countersigned by the employee. If the University does not wish to copyright the work, the faculty member may obtain a written release from the Chancellor and may then copyright the work in his/her own name. Upon written request for release by the author, the University will respond within thirty (30) days.

3. When a faculty member develops copyrightable works other than those defined in paragraphs 1 or 2 above, he/she shall have sole right or ownership and disposition of such works. When such works are produced, developed, or authored through the use or with the aid of University facilities, personnel, or other resources, the University must be reimbursed for the fair market value of the use of any such facilities, personnel, or resources, except those considered part of the normal academic environment including library facilities. Manuscripts or works of art designed for publication in media where no remuneration is given the author(s) are exempt from this reimbursement requirement. This section applies to materials developed by members of the bargaining unit for "distance" and "distributed" learning and other electronically deliverable course materials. Further, except to the extent otherwise limited by applicable Board of Regents copyright policies and this section above, the member of the bargaining unit who develops such materials as the sole creator shall retain full editorial control over and intellectual property rights to the content and shall be the sole judge as to whether or not course materials over which he/she has such control and rights shall be offered electronically. In no case should it be understood or construed that individual faculty members have intellectual property rights to individual courses or to the curriculum as a whole, but only to the content.
4. If a faculty member develops a copyrightable work as governed in paragraph 3 (above), but the faculty member decides to assign the copyright to the University, and the University accepts the assignment, the royalties and other income from the copyright will be distributed in the same manner as from patents.

#### 7.820 COMPUTER AND NETWORK USAGE

The use of computing and networking resources at The University of Montana - Western is for purposes related to the administration of the University System and the institution's mission of teaching, research, creative activity, and service.

## 7.830 SECURITY AND PRIVACY

The Association and faculty recognize that the Administration has a legal responsibility to ensure that the computers and networks it operates are used appropriately and consistent with BOR Policy 1303.1 (effective May 24, 2002). In order to meet its obligations, the Administration may monitor activity on its computers and network consistent with BOR Policy 1302 (effective May 24, 2002). The Administration recognizes that faculty have an expectation for a reasonable degree of privacy in the use of the employer's computers and network. Except for the identification, investigation, and prevention of misconduct, the Administration will not divulge personally identifiable information or other personal information obtained through monitoring.

## 7.900 PROGRAM GRANTS

Faculty members who, with the approval of the Administration, initiate, develop and/or design financial grant requests shall have priority to operate programs funded by such grants.

## 7.910 FACULTY AWARDS

The Administration shall make a formal announcement at a faculty meeting or in a newsletter to the faculty regarding recognition given to any faculty member. Such announcements should include, but are not limited to, the following:

1. new appointments,
2. promotions,
3. awarding of tenure.

It is the responsibility of the individual faculty member to inform the Provost of any awards received which are not granted by the Administration.

## **8.000 APPOINTMENT PRACTICES**

### 8.100 HIRING PROCEDURES

The right of the faculty to participate in the selection of new faculty members is recognized and will be implemented by the procedures in Sections 8.105 and 8.110.

### 8.105 JOB DESCRIPTION

When the Administration has determined that there is a vacancy in an existing position or that a new position is to be created and such a position will be a tenure track position with academic rank, the Administration shall after comment from faculty in the appropriate academic discipline and/or search committee, determine the nature of the position and formally adopt an appropriate job description. The appropriate terminal degree shall be determined by the appropriate academic discipline subject to approval of the Provost. The determination of the appropriate terminal degree may be modified prior to the initial appointment of a faculty member upon agreement of the Provost and the appropriate academic discipline.

#### 8.110 SEARCH COMMITTEE

A search committee shall be formed by the Provost and charged with the responsibility for reviewing the applications and recommending candidates. The search committee shall be composed of faculty members who shall constitute a majority, administrators, and students. Where practical, at least one half of the faculty members' representatives to the search committee shall have tenure. At least one member of the committee shall be a faculty member from the discipline in which the open position exists and at least one faculty member shall be from a different discipline. When the search is completed the committee shall make its recommendation in writing to the Administration. The recommendations shall be accompanied by the supporting data, including but not limited to:

1. the candidates' credentials;
2. samples of any publications or other scholarly work;
3. written statements from faculty and administrators from other institutions where the candidates have been employed, if such are not included in the credentials; and
4. written statements from all persons who took part in the interview.

The Administration may decline to make an offer to a candidate however, if all of the candidates recommended by the search committee are rejected by the Administration, the reasons for such rejection shall be communicated to the search committee in writing. The salary offered shall be consistent with the salary provisions of this agreement.

#### 8.115 HIRING OF NEW FACULTY

The minimum requirement for appointment to the rank of assistant professor is possession of a terminal degree as specified in the applicable unit standards. The minimum requirements for appointment to the rank of associate professor are an appropriate terminal degree and at least four (4) years of prior college teaching experience. The minimum requirements for appointment to the rank of professor are an appropriate terminal degree and at least nine (9) years of prior college teaching experience. Related professional-level work experience may be counted toward years of experience for rank on the basis of two (2) years related work experience for one (1) year of college teaching experience. Credit for related work experience is limited to a maximum of two (2) years. No faculty member has the right to appointment to a specific rank merely because he/she meets the minimum requirements specified herein.

#### 8.119 TYPES OF APPOINTMENTS

All faculty appointments shall be either tenurable or nontenable. Full-time tenurable appointments shall be at the rank of assistant professor, associate professor, or full professor. All tenurable appointments shall be either probationary or tenured. A faculty member in a temporary or a nontenable full-time position may be appointed to a similar tenurable position without a new search provided he/she was appointed to the temporary or nontenable position through a formal search in accordance with Section 8.110. A faculty member who is provisionally hired under a temporary status to a potentially tenurable position, but who lacks the terminal degree, must complete all requirements of the terminal degree within the time frame established by the Administration, as specified in his/her letter of appointment, in order to be eligible for conversion to a probationary tenure-track appointment.

But this conversion to a tenure-track position is neither guaranteed nor mandatory.

#### 8.120 TEMPORARY FULL-TIME PERSONNEL

The parties recognize that the Administration may have to hire full-time faculty members on a temporary basis for limited purposes, such as a replacement for a full-time permanent faculty member with an extended illness, a sabbatical leave replacement, etc. The Provost or designee, whenever practicable, before making a temporary appointment, shall seek input from the department, including the chair of the department, to which the appointment will be made regarding candidates under consideration. During the period of temporary employment other terms of the agreement shall apply. Temporary appointments made pursuant to this section are nontenurable.

Faculty who are being hired for their first time at UM-Western, in Fall Semester 2013 or later, and who will be offered a temporary full-time, non-tenure track faculty position, may be assigned to teach up to 16 credits per semester without overload compensation, and they will be paid no less than the salary minimum for their appropriate rank, as specified in Section 12.127. Non-tenure-track faculty members assigned to teach 16 credits per semester will not be required to serve on university committees and will not be assigned to carry advising loads, however, they are expected to be accessible to students outside the classroom (e.g., via office hours, telephone, email) and to attend mandatory university faculty meetings. Such faculty will not be evaluated on the basis of, or be required to show evidence of, service beyond teaching, or scholarly or creative achievement.

#### 8.122 RECURRING FULL-TIME NON-TENURE TRACK FACULTY

It is the intent of the Administration to have the majority of its full-time faculty in tenure-track positions. However, it is recognized that there may be a recurring need to have a minority portion of full-time faculty hired into non-tenurable faculty positions. The duties of such recurring non-tenure track faculty members are primarily teaching. The number of such non-tenure track faculty, including those temporary full-time faculty hired under Section 8.120, shall not exceed 30 percent of the total number of full-time instructional faculty at the institution and, except under extreme conditions, shall not exceed 35 percent within any department. The Administration will report to the Association at the beginning of each academic year the number of full-time faculty hired into non-tenure track positions as well as the number of faculty in tenured and/or probationary tenure-track positions.

Faculty hired for their first time at UM-Western in Fall Semester 2013 or later who are offered a full-time, potentially recurring, non-tenure track faculty position, may initially be assigned to teach up to 16 credits per semester without overload compensation, and they will be paid no less than the salary minimum for their academic rank as specified in Section 12.127 and shall receive an initial base salary that reflects their education credentials. Such non-tenure-track faculty members who are assigned to teach 16 credits per semester will not be required to serve on university committees and will not be assigned to carry advising loads, however, they are expected to be accessible to students outside the classroom (e.g., via office hours, telephone, email) and to attend mandatory university faculty meetings. Such faculty members will be evaluated on the basis of teaching and will not be evaluated nor required to show evidence of scholarly or creative achievement or service beyond teaching. If non-tenure track faculty members are hired for a second or third consecutive academic year, they may be granted reduced teaching loads, if the faculty member and the provost mutually agree that the faculty member will be expected to perform on-campus service duties (e.g., student academic advising, committee work, etc.). Furthermore, if any such recurring non-tenure track faculty

member is to be hired for a fourth or subsequent academic year, his/her teaching load will be reduced to 16 credits in one semester and 12 credits in the other semester, and campus service and scholarly achievement will be expected commensurate with having one block of professional development leave.

If deemed appropriate by the Administration, after a full-time, non-tenure track faculty member has served two consecutive single academic year appointments, a faculty member may be offered a two or three-year appointment. In subsequent contract periods, such faculty members may continue to be offered one, two or three-year appointments, at the discretion of the Administration. It is understood that the Administration is under no obligation to issue single or multi-year appointments to any non-tenure track faculty member regardless of the years of service that person has at UM-Western.

Normally by January 31<sup>st</sup> all non-tenure track faculty members will be advised by the Administration, in writing, whether or not the Administration intends to offer an appointment beyond the current year's appointment, indicating the term of such an appointment (i.e., one, two or three years). In years of exceptional budgetary uncertainty, faculty may be informed on January 31<sup>st</sup> that the issuance of a new appointment may be delayed until the budget picture stabilizes.

#### 8.125 APPOINTMENT OF PART-TIME AND ADJUNCT FACULTY

Per Section 3.100, Unit Determination, these Section 8.125 appointments are not in the bargaining unit. The parties recognize that the Administration may often have to hire part-time faculty members to fulfill necessary course offerings on a temporary basis. The term "part-time" is used when the faculty member is assigned to teach 8 or fewer credits per semester. The Provost, in consultation with the Chancellor of The University of Montana Western, is authorized to appoint temporary part-time faculty members. In order to insure that curricular integrity is not compromised, the Provost or designee, whenever practicable, before making a part-time faculty appointment, shall seek input regarding candidates under consideration from the department, including the chair of the department to which the appointment will be made.

Persons holding these part-time faculty appointments are not eligible for tenure, and service in these positions does not count toward probationary service for tenure. All part-time faculty appointments automatically lapse at the end of the specified contract term.

The Provost may also make "courtesy appointments" of adjunct faculty, conferring this "adjunct" title to designate the individual's collaborative affiliation with the institution, as in the case of an individual who is involved in a cooperative or joint project with a UM-Western faculty member. If the adjunct faculty member is engaged entirely in research, the titles of research associate, senior research associate or other appropriate title containing the word "research" may be used. Appointments to such courtesy adjunct positions may additionally be designated as "acting" or "visiting" positions.

## 8.200 STATEMENT OF EMPLOYMENT

All faculty members shall be provided with a written statement of employment specifying rank, salary, tenure status, and other terms and conditions of employment at the time of appointment or reappointment. In particular, the statement shall specify, where appropriate, the terminal degree required for tenure and promotion. Once the terminal degree is specified, it may not be changed without the approval of the affected faculty member, the Chancellor, and the tenure and promotion committee unless such change is made pursuant to the terms of this agreement or future negotiated agreements.

Rights and benefits of faculty members set forth in this agreement shall be incorporated into and made part of all individual letters of appointment with the Board of Regents. In the event of conflict between the terms of an individual letter of employment and the terms of this agreement, the latter shall be controlling. This agreement shall be referred to in the letter of employment issued to each faculty member or shall be attached thereto.

Unless an individual letter of employment expressly provides otherwise, the contract term for tenurable faculty is the academic year. Regardless of the terms of an individual letter, no tenurable faculty member has or shall acquire a right to employment for a term in excess of the academic year.

## 9.000 TENURE, PROMOTION, MERIT, EVALUATION, AND UNIT STANDARDS

### 9.100 PROBATIONARY APPOINTMENTS

A probationary appointment is an appointment with a fixed term and no right to reappointment. A probationary employee has the right to serve the specified term of the appointment and may not be terminated without adequate cause during that term. Reappointment of probationary appointees is at the discretion of the Administration.

### 9.200 TENURED APPOINTMENTS

Tenure is the right to re-employment from year to year until such time as the faculty member resigns, retires, is discharged for adequate cause, or is terminated for reasons of financial exigency or program reduction, curtailment or discontinuance. Such re-employment shall be subject to the terms and conditions of employment, which exist at the commencement of each contract term. Those terms and conditions of employment are as expressly set forth in the policies adopted or authorized by the Board of Regents. Tenure is with the institution and resides within a specific academic discipline and not with The University of Montana or the Montana University System. The academic discipline to which the faculty member is tenurable shall be identified in each faculty member's individual contract. Tenure is awarded by the Board of Regents, following peer review and recommendation by the President in accordance with Board of Regents' policies and procedures established by each institution.

### 9.300 EVALUATION OF FACULTY

Each probationary appointee shall in each year of probationary appointment, other than a year of terminal appointment, be evaluated. If the appointee is receiving a review for tenure and/or promotion as provided in Section 9.430 of this agreement, then the evaluation shall be as provided in that section. Tenured faculty shall be evaluated every other year after the year in which the granted tenure application was submitted. More frequent evaluations can occur at the request of the faculty member or the Provost. Evaluation of temporary appointees and adjunct faculty shall be done at the discretion of the Administration in accordance with applicable unit standards.

Any evaluation of faculty members for purposes of promotion, tenure, salary determination, or recommendation for retention shall involve consideration of appropriate institutional requirements as well as unit standards of the respective academic units. Distribution of approved institutional requirements and unit standards to appropriate faculty prior to initiating the evaluation process will be done by the Provost or his/her designee.

The documentation and evidence of performance required by the Unit Standards and applicable sections of this agreement shall be prepared by every member of the bargaining unit as required. Faculty members shall submit to the Provost documentation for all annual and biennial evaluations on or before May 15.

Tenure and/or promotion application materials shall be submitted to the Provost on or before January 15. The performance periods for each type of evaluation are indicated below, and will consist of one or more years of record each running from May 1 to April 30. Each of these performance periods represents the appropriate time frame from which a faculty member may select and document his/her meritorious achievements to be used as evidence in his/her application portfolio for that particular evaluation. These performance periods are defined as follows:

1. Promotion to Associate Professor: All service performed in the current rank of Assistant Professor, as well as any years(s) of prior service credited in the letter of hire.
2. Promotion to Professor: All service performed in the current rank of Associate Professor, including service performed since the documentation was prepared for promotion to Associate Professor. No credited achievements used in the application for promotion to Associate Professor may be used again in the application for promotion to Professor.
3. Award of Tenure: The entire probationary period, including any year(s) of prior service credited in the letter of hire.
4. Annual and Biannual Review: Service performed during the previous one-year or two-year period, respectively.

The Tenure and Promotion Committee or the Provost may request and consider any evidence from any source, including the faculty member to be evaluated, provided that any evidence relied upon for evaluation purposes shall be incorporated into the record and the faculty member shall be afforded an opportunity to respond. No individual to be evaluated may be sanctioned, suspended, disciplined, or discharged for failure to comply with a request to provide additional information.

### 9.310 USE OF EVALUATIONS

The evaluation of faculty by the Provost is intended to ascertain the fitness and potential of the appointee for tenure, promotion and/or merit and to provide guidance in assisting faculty to overcome perceived problems or weaknesses and improve their professional performance. Faculty evaluations are also meant to aid the identification and recognition of exemplary faculty performances.

### 9.312 USE OF STUDENT EVALUATIONS

Student input shall be included in all evaluations of faculty. This shall include summaries of student evaluations of classes pertaining to the period of evaluation. Faculty shall be given an opportunity to see and to respond to all summaries of evaluations submitted by students as specified in Sections 7.500 and 9.315.

In cases where student evaluations may have a negative determining effect on the outcome of an evaluation, the evaluator(s) shall make an effort to verify negative material found in a student evaluation before relying on such information to arrive at decisions or recommendations.

### 9.315 EVALUATION PROCEDURES

The evaluation of full-time faculty shall involve the following steps:

1. Each full-time faculty member shall submit to the Provost a professional development plan, based on the appropriate unit standards, during or before the first week of Block 2 of each year. The faculty member will assess progress toward the goals listed in the plan(s) in the evaluation portfolio, as specified in section 9.300, and may present relevant and concise material in support of having attained these goals to the Provost.
2. Each full-time faculty member shall enlist at least one peer, agreed upon by the faculty member and the Provost, to evaluate the faculty member's performance each academic year, and the name of this chosen peer evaluator will be included in the professional development plan. If the Provost does not agree with the faculty member's choice of his/her peer evaluator, the Provost must communicate this lack of agreement within ten working days of receipt of the faculty member's professional development plan. The Provost or the faculty member may also contact additional faculty members to perform peer reviews and shall inform each other of other peer reviews to be conducted. All peer evaluators must be mutually acceptable to both the faculty member and the Provost. Peer reviews should be included in each evaluation portfolio.
3. Students will evaluate each full-time faculty member's classroom performance each semester in a course chosen by the Provost in the fall semester and in a course chosen by the faculty member in the spring semester. Additional classes to be evaluated may be added by either the faculty member or the Provost by mutual consent. The evaluation form shall allow faculty members to add evaluation criteria of their choosing to the standard evaluation criteria. Specified forms shall be used in the evaluation procedures. New forms may be implemented upon agreement of the Provost and the Association President.

4. After receipt of the evaluation portfolio, the Provost shall compile an evaluation summary (annually or biannually, as appropriate), based on: teaching; scholarly and creative activities; and professional service, both on and off campus, as defined in the appropriate unit standards. The faculty member shall receive a copy of the evaluation summary by September 1. For probationary faculty, the evaluation summary shall include a formative assessment regarding progress towards tenure by outlining strengths and areas for improvement as stipulated in Section 9.300 and Section 9.310.
5. The peer, student, and Provost evaluations shall be made available to the Tenure and Promotion Committee when the faculty member is considered for tenure and/or promotion.
6. The Provost shall appoint a substitute evaluator for any case where the evaluator may not be able to give a fair and impartial evaluation. Faculty may appeal the Provost's choice of a substitute evaluator to the Chancellor who may select a different substitute evaluator.

#### 9.320 FACULTY SUPPORT FUNCTION

A Formative Support Committee shall be appointed by the Association on an "as needed" basis and shall assist faculty in overcoming perceived problems and improving their professional performance. The committee may ask the Administration or other faculty members to assist it in carrying out its duties under this section. The Provost may refer a faculty member to the Formative Support Committee, after first meeting with that faculty member to discuss the/these perceived problem(s). Any faculty member may request the assistance of the Formative Support Committee.

#### 9.400 TENURE AND PROMOTION

##### 9.410 ELIGIBILITY FOR TENURE APPLICATION

The normal probationary period may be up to six years of service at UM-W, and consideration for tenure will normally occur no later than when an appointee is in his/her sixth year of full-time service at UM-W and has attained, or is to be simultaneously awarded, the rank of at least Associate Professor. However, up to two (2) years of credit for full-time service in tenurable ranks at accredited United States institutions of higher education may be awarded at the time of hire. Further, the applicant must have the appropriate terminal degree for the discipline consistent with the Unit Standards of the relevant department. In no case shall a faculty member be deemed eligible for application for tenure consideration until he/she is serving in at least his/her fourth (4th) academic year of full-time service for UM-Western.

If an applicant for his/ her first campus promotion to Associate Professor or to Professor has met the minimum probationary period requirement outlined above, and believes that he/she has met the level of professional achievement required for tenure, as outlined in his/her department's Unit Standards, then that applicant may apply for both the promotional advancement and the award of tenure simultaneously. The parties recognize that the consideration of the award of tenure and the consideration of the award of promotion are separate decisions, and that the award of one does not necessitate the award of the other. Tenure shall not be awarded in absence of application by the eligible faculty and/or without

the approval of tenure by the employer. Application for tenure must be in accord with the Unit Standards of the relevant department. Except in unusual circumstances the probationary period shall not exceed six (6) years of service at the institution. Any agreements regarding a faculty member's eligibility for tenure and/or promotion stipulated in a letter of hire signed prior to the date of ratification of this collective bargaining agreement shall be honored.

#### 9.420 ELIGIBILITY FOR PROMOTION APPLICATION

The following institutional requirements must be met regarding each of the respective types of advancement or salary determination as indicated. For purposes of determining years in rank, pro rata credit shall be given all full-time service for any academic term except summer session. Up to two (2) years of credit toward promotion for professional experience other than full-time academic university service may be given at the time of hiring based on the recommendation of the Administration in consultation with the appropriate academic unit. Credit towards promotion and tenure is granted by the Provost at the time of hire and must be stated in writing.

1. To Assistant Professor: Requires possession of the appropriate terminal degree or its equivalent as defined by the unit standards of each discipline.
2. To Associate Professor: Except in unusual circumstances, four (4) or more years of full-time service in rank as assistant professor are required prior to the date of promotion (application may be made during the fourth year in rank), and possession of the terminal degree in the appropriate discipline is required consistent with applicable unit standards. The character of the service in rank as assistant professor shall be such that there is a clear demonstration of continued professional growth and valuable contribution to the institution.
3. To Professor: Except in unusual circumstances, four (4) or more years of full-time service in rank as an associate professor are required prior to the date of promotion (application may be made during the fourth year) and possession of the terminal degree in the appropriate discipline is required consistent with applicable Unit Standards. The character of the service in rank as associate professor shall be such that there is a clear demonstration of continued professional growth and valuable contribution to the institution.
4. In all applications for promotion, performance in teaching, professional service both on and off-campus and scholarship are all important and essential. For promotion, a faculty member must have a satisfactory record of teaching competence, scholarship, and service. No faculty member may be promoted to full professor on the basis of teaching and service alone.

#### 9.430 TENURE AND PROMOTION REVIEW PROCEDURE

Responsibility for submitting an application for tenure and/or promotion rests with the faculty member. Any faculty member quantitatively eligible for tenure and/or promotion and who wishes to apply for the same shall submit a letter of intent to apply for tenure and/or promotion to the Provost on or before September 15. Eligibility for tenure and/or promotion shall be determined by October 1. The Provost shall forward the letter of intent to apply to the tenure and promotion committee. Tenure and/or promotion application portfolios shall be submitted

to the Provost on or before January 15 and shall include at least the following: (1) a statement of the teaching, research and/or creative activity, and professional service performed by the applicant both on and off campus during the appropriate performance period; (2) a vita of the applicant's publications and/or creative works; and (3) any other information the applicant deems relevant to his/her professional development, competence or performance. Portfolio contents may be described more fully in applicable unit standards.

The procedures shall permit all interested parties to submit written documentation. The deadline for soliciting such input from interested parties is January 1. If the Tenure and Promotion Committee is to solicit input from current or former students, the deadline for this solicitation is also January 1. If after reviewing the file the committee perceives any weaknesses or negative documentation, the faculty member under tenure and/or promotion review shall be informed of the perceived weaknesses or negative documentation and given the opportunity to provide additional documentation that responds to the perceived weaknesses or negative documentation. The committee shall make a recommendation as to the granting or denial of tenure and/or promotion to the Provost on or before February 15 of the academic year and shall forward the tenure and/or promotion review file to the Provost at the same time. The Provost shall review the file and make a recommendation to the Chancellor. In the event the Provost determines the file is incomplete or insufficient, the file may be returned to the tenure and promotion committee for appropriate action.

If the file is returned, the Provost shall indicate the date on or before which the committee is to return the file to the Provost with its recommendation. The Provost may concur with or reject the committee's recommendation. The Provost's recommendation shall be made to the Chancellor with sufficient time to permit the Chancellor to review the recommendation and the file and forward a recommendation to the President. The recommendations of the committee, Provost, and the Chancellor as well as a summary of the accomplishments of the faculty member shall be forwarded to the President. The President may request additional supporting documents from the faculty member, Tenure and Promotion Committee or the Administration. In the event that tenure and/or promotion is to be recommended by the President, the recommendation of the President shall be forwarded to the Board of Regents for final review. No recommendation for tenure and/or promotion becomes final without approval by the Board of Regents. The President's decision is the final University decision. The Chancellor shall notify the faculty member of the President's decision in writing within five (5) working days of the date of the decision.

#### 9.440 GRIEVANCE OF TENURE OR PROMOTION PROCEDURE

A faculty member shall have the right to grieve, in accordance with the grievance procedure incorporated in this agreement, any irregularity in the tenure and/or promotion procedure, but no person shall be awarded tenure and/or promotion solely because the procedures herein were not followed.

#### 9.450 EFFECTIVE DATE OF TENURE OR PROMOTION

Tenure and/or promotion recommendations become effective at the beginning of the next academic year.

#### 9.460 TENURE AND PROMOTION COMMITTEE

The Tenure and Promotion Committee shall consist of five (5) tenurable faculty members appointed for a two-year term from October 1 through September 30, and the committee members may be re-appointed. Members of the committee should serve staggered terms to promote continuity.

Two (2) of the appointees shall be named by the Administration. The Association shall name the remaining three (3) appointees.

Vacancies shall be filled for the remaining term by the appropriate appointing body. The chairperson of the committee shall be selected by the members.

The Tenure and Promotion Committee shall be convened by the most senior, highest ranked appointee as soon as membership in the committee has been announced. The committee members will then select the chairperson of the committee and notify the Provost.

#### 9.465 REPLACEMENT OF COMMITTEE MEMBERS

In those matters where a member of the Tenure and Promotion Committee believes that he or she has a conflict of interest or that he or she cannot participate in an unbiased manner, the member shall notify the appropriate appointing authority and shall not act on the matter. The appointing authority shall name another tenurable faculty member to replace the disqualified member, with respect to the relevant matter.

When the affected faculty member believes a conflict of interest or the possibility of bias exists, the faculty member may request that the committee member not participate on the relevant matter. The Provost, after seeking input from the affected faculty member and appropriate Association representatives, shall determine if a conflict of interest or bias exists.

If a conflict or bias is perceived by the Provost to exist, the appointing authority shall appoint another tenurable faculty member to participate with respect to the relevant matter.

#### 9.500 UNIT STANDARDS FOR FACULTY EVALUATION

1. Units for Which Evaluation Standards are Required: The current academic units under the respective headings of The University of Montana Western for which unit standards for faculty evaluation are required are as follows:

- Biology
- Business/Industrial Technology
- Education
- English
- Environmental Sciences
- Equine Studies
- Fine Arts
- History, Philosophy and Social Sciences
- Mathematics

2. General Activities for Unit Standards:  
The following general activities as defined in the unit standards of each academic unit, including those with an interdisciplinary and/or international focus, shall be given consideration in any evaluation for purposes of promotion, award of tenure, determination of salary increment, or recommendation for retention.
  - a) teaching effectiveness;
  - b) creative and scholarly activities;
  - c) professional service both on and off campus.
  
3. Preparation and Approval of Unit Standards: Unit standards will be prepared and proposed by the faculty of each respective unit. The unit standards for each respective unit must:
  - a) be consistent with Institutional Requirements and all evaluation rules outlined in the CBA;
  - b) address the general activities;
  - c) address all academic appointments to the unit;
  - d) specify the documentation or other evidence required to support evaluation of teaching, research or creative activity, and professional service;
  - e) guarantee peer review;
  - f) ensure consultation between faculty members and the Provost before each individual recommendation is made final;
  - g) be approved by the Standards Committee, as defined in 9.510, prior to application for evaluation purposes. The chair of the Standards Committee shall be elected by the committee from the membership of the committee.
  
4. In the event that a unit lacks approved unit standards, evaluators will be expected to use their own best judgment as to the expectations of the faculty member in a manner similar to what has been used under previous contracts.

#### 9.510 STANDARDS COMMITTEE

The Standards Committee shall consist of one representative of each academic unit and the Provost. The unit delegate for each academic unit shall be elected by the academic unit and must be a tenured or tenure-track member of that academic unit. The chair of the Standards Committee shall be elected by the committee from among the committee membership. The Standards Committee shall have the responsibility of reviewing unit standards for each academic unit at least every five (5) years. An academic unit may request additional reviews of its own unit standards. The Provost may also request additional reviews of unit standards. Approval of the unit standards shall be by a simple majority of the faculty members of the Unit Standards Committee and by the further approval of the Provost.

## 9.600 MERIT PROCESS

A Merit Committee consisting of three representatives appointed by the Association and two representatives appointed by the Administration shall review all applications for merit awards. Applications for merit awards shall be submitted to the Merit Committee by February 1 of each year. The Merit Committee shall have access to the most recent Provost evaluation of the faculty members applying for merit awards. Faculty members may also submit other relevant material. Decisions of the Merit Committee shall be based on approved Unit Standards. The Merit Committee shall make its preliminary recommendations by March 1 of each year. Appeals to the preliminary recommendations of the Merit Committee must be submitted to the Merit Committee by March 15. Final recommendations shall be forwarded to the Chancellor by March 22. The Chancellor will make a final decision on merit awards by March 31.

## **10.000 REASSIGNMENT, SUSPENSION, DISCIPLINE, AND TERMINATION OF EMPLOYMENT**

### 10.100 DISCIPLINE

A faculty member may be disciplined for adequate cause. Discipline consists of warning letters and formal reprimands. Warning letters and formal reprimands may become part of the faculty member's personnel file and may be used in conjunction with subsequent personnel considerations.

### 10.110 REASSIGNMENT AND SUSPENSION

The Administration may reassign or suspend with pay any faculty member whose continuation in an assigned duty presents an unreasonable risk to the safety and welfare of persons and property at the University or who is failing to carry out the assigned duty. The Administration may suspend without pay any faculty member absent without authorization or justification for a period in excess of five (5) class or regular workdays. The faculty member shall be notified in writing of the reassignment or suspension.

Except as provided in Section 10.120, a decision to reassign or suspend a faculty member is grievable and the decision is considered to occur on the date the faculty member receives notification of reassignment or suspension.

### 10.120 REASSIGNMENT OF ADMINISTRATION PERSONNEL

Persons performing administrative functions serve in those capacities at the discretion of the Chancellor and may be removed at any time and reassigned to other duties for the balance of the individual contract term. This action is not grievable. Faculty who are appointed to administrative positions do not have tenure to those positions, the salary of the position, the term (AY/FY) of the contract, or any other provisions or prerequisites of that administrative position.

A faculty member must resign his or her faculty position to accept a full-time nonacademic administrative position with the University after the date of final approval of this agreement and relinquish all tenure rights previously acquired in the faculty position. If such person wishes to rejoin the faculty, the person must go through the same procedures as any other new applicant for a faculty position.

With respect to appointments to administrative positions made prior to the date of final approval of this agreement and to appointments to academic administrative positions made on or after the date of final approval of this agreement, in the event any of the foregoing individuals have tenure in an academic position, and are removed or resign from an administrative position, but are to remain employed at the institution, they will be employed under the same conditions and contractual terms as other tenured faculty. Their initial salary as a faculty member shall be set at a negotiated amount. In the event agreement cannot be reached, the salary shall not be less than the average salary for faculty members of like rank and qualifications in the same discipline in which the individual holds tenure.

#### 10.130 TERMINATION OF NONTENURABLE, PART-TIME FACULTY

The employment relationship with respect to a nontenurable faculty member teaching less than full-time is terminated upon the occurrence of one of the following events:

1. death, retirement, or resignation;
2. expiration of contract period; or
3. discharge for adequate cause.

Except as defined in 8.122, the Administration is not required to give any notice of nonreappointment to nontenurable faculty members teaching less than full-time. In the absence of reappointment, part-time nontenurable faculty are terminated upon expiration of the contract of employment. Refer to section 8.122 for notification requirements for full-time nontenurable faculty.

#### 10.140 TERMINATION OF PROBATIONARY FACULTY

The employment relationship with respect to probationary faculty is terminated upon the occurrence of one of the following events:

1. death, retirement or resignation;
2. nonrenewal; or
3. discharge for adequate cause.

#### 10.150 TERMINATION OF TENURED FACULTY

The employment relationship with respect to tenured faculty is terminated upon the occurrence of one of the following events:

1. death, retirement, or resignation;
2. expiration of a terminal contract period; or
3. discharge for adequate cause.

#### 10.200 RESIGNATION

Any faculty member who does not intend to return for the following academic year should notify the Administration at the earliest possible time, preferably before April 1. A faculty member who does not sign and return the faculty member's individual statement of employment within thirty (30) calendar days of receipt of the letter is considered to have resigned at the expiration of the current or most recent term of employment, unless prior to

the expiration of the 30-day period the Administration granted an extension. In the event of a resignation occurring in the middle of a semester, the resigning faculty member's salary will be prorated based on the percentage of days taught during the semester.

#### 10.300 NONRENEWAL OF PROBATIONARY FACULTY

Reappointment of probationary appointees shall be at the discretion of the employer. Written notice of nonrenewal of a probationary appointment shall be mailed or given to the faculty member on or before March 1st of the first year of service, on or before December 15th of the second year of service, and on or before June 30th prior to the final year of appointment in the third or later years of service.

Failure to provide a probationary appointee with the required notice period shall not result in automatic reappointment or create any right to reappointment for an additional term. 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 employee is entitled, so long as the extension of employment or severance pay is commensurate with the notice to which the employee is otherwise entitled.

#### 10.400 TASK FORCE ON PROGRAMMATIC CHANGES

Whenever the Administration believes that the elimination or the transfer of tenurable positions may be necessary or appropriate, the Association shall be notified. The Chancellor shall appoint a task force of faculty, students, and administrators to examine the situation giving rise to the possible elimination or transfer, to formulate alternative approaches to the situation, and to make recommendations to the Administration. Due consideration shall be given to such recommendations. The final decision as to such elimination or transfer of tenurable positions shall be made by the Chancellor. This section shall only apply to the elimination or transfer of a tenurable position, not to nonrenewal or discharge of individual faculty.

#### 10.410 RETRENCHMENT

Retrenchment means the termination of tenured appointments at the institution for either financial or academic reasons. The necessity for retrenchment arises from three situations:

1. when the budget for faculty personal services is insufficient to sustain the current number of tenured positions without reducing current salaries, taking into account reductions due to normal attrition; or
2. when the number of tenured faculty members in a program or discipline is in excess of the number required to meet the teaching, research and public service obligations of the program or discipline; or
3. when a program or discipline is discontinued at the institution.

In making the determination that probable cause for retrenchment exists the Administration shall plan for a balanced institutional effort which is responsive to the needs of the students and the state. This planning shall include a review of the required level of service activities, non-academic staff, and non-tenured academic staff.

#### 10.415 RETRENCHMENT PROCEDURES

The following steps constitute conditions precedent to the termination of any tenured faculty:

1. a committee of five (5) faculty members at least three (3) of whom are tenured has been appointed by the labor-management committee and said committee has been informed by the Administration of the relevant appropriation and budget information, the reductions of personnel planned by the Administration, and the number of nonrenewals of tenured appointments recommended by the Administration.
2. the faculty committee has reviewed the information provided as well as other relevant information which they may request and has communicated to the Chancellor those aspects of the Administration's plans and recommendations with which they do and do not concur as well as the reasons in each instance in which they do not concur, and any specific changes recommended by the committee; and
3. the Chancellor has reviewed the statements and recommendations of the committee and forwarded a statement to the committee which reflects and explains the reasons and extent to which the original recommendations and plans of the Administration have been modified.

#### 10.420 RETRENCHMENT CRITERIA

The following criteria shall be observed in the retrenchment plan:

1. no tenured faculty member shall be terminated if nontenured faculty members are retained in the same discipline to teach courses the tenured faculty member is qualified to teach;
2. arrangements shall be made so that presently enrolled upper division and graduate students shall be able to complete degree requirements;
3. a tenured faculty member shall be reassigned rather than terminated under the following circumstances:
  - a) the faculty member is qualified to teach different courses or courses in a different discipline; and
  - b) additional or replacement staffing would otherwise be required; and
  - c) not more than two semesters of released time at one-half pay would be required for the faculty member to complete preparation for teaching the new course;
4. Any tenured faculty member selected for termination shall be notified of his or her right to apply for any existing open non-academic positions at the institution, and in the absence of a candidate with clearly superior qualifications, the faculty member shall be given employment preference. In this situation the faculty member shall receive the salary established for the new position.
5. The position of any tenured faculty member terminated because of retrenchment

shall not be filled for a period of two (2) years unless the terminated faculty member has been offered reinstatement at previous rank and tenure and a reasonable time in which to accept or decline. Each tenured faculty member selected for termination shall be so informed and given a statement of the reasons for his or her selection a minimum of one (1) contract year prior to the date of termination. Each tenured faculty member selected for termination under the terms of this selection shall have the opportunity to appeal his or her selection through the regular avenue of appeals for faculty personnel decisions as stated in Board of Regents' policy. Each such faculty member may grieve in accordance with this agreement's grievance procedure any failure to follow the aforesaid procedures.

#### 10.500 DISCHARGE FOR CAUSE

If it is determined that a faculty member should be terminated for adequate cause the faculty member shall be notified in writing. This notice shall inform the faculty member of the last date of employment and the basis for the discharge. The affected faculty member may request a hearing on the matter within 30 working days of receipt of the notice of termination. Such a request must be in writing, addressed to the Provost.

#### 10.510 APPOINTMENT OF HEARING OFFICER

If the affected faculty member has requested a hearing, the Provost shall notify the Commissioner within ten (10) working days of receipt of the request. The Commissioner or the Commissioner's designee shall select a hearing officer to preside at the hearing. The Commissioner shall notify the Provost and the affected faculty member of the selection in writing within fifteen (15) working days of the Commissioner's receiving notification.

For good cause, either the Provost or the affected faculty member may request that the hearing officer be disqualified. Such a request shall be addressed to the Commissioner in writing within five (5) working days of receipt of the name of the Commissioner's selection. The Commissioner shall rule on the disqualification request within five (5) working days of receipt, and if the Commissioner determines that it is appropriate to disqualify and replace the hearing officer, this shall be done within ten (10) working days of the Commissioner's determination.

If the Provost and the affected faculty member can agree to a mutually acceptable hearing officer, they may submit the name to the Commissioner with a request that such person be named hearing officer.

#### 10.520 STATEMENT OF CHARGES

If the affected faculty member has requested a hearing, the Provost shall present to the faculty member a formal, written charge within five (5) working days of receipt of the request for a hearing.

The charge shall specify the acts or omissions upon which the discharge is based, giving the relevant dates, times, places and persons involved. Additionally, the charge shall provide the names of any persons who will testify and the substance of their testimony, and copies of any documents that will be submitted shall be attached to the charge or otherwise made available to the faculty member. The charge shall contain a concise statement of the relevant facts that will be placed in evidence.

#### 10.530 FACULTY MEMBER RESPONSE

Within twenty (20) working days of receipt of the formal charge and at least ten (10) working days prior to the hearing date, the faculty member shall respond in writing to the Provost. The response shall contain a concise statement of the faculty member's defense and a list of witnesses to be called, with a brief statement of their testimony. Any documents the faculty member intends to introduce into evidence shall be attached or otherwise made available to the Provost.

The faculty member shall indicate in the response a preference for an open or closed hearing.

#### 10.540 SUPPLEMENTAL PAPERS

Either the Provost or the affected faculty member may supplement the formal charge or the response. In the event that the formal charge is supplemented, the faculty member shall respond as provided in Section 10.530 within ten (10) working days of receipt of the supplement. If the 10-day period is insufficient, the faculty member may request and shall be granted an additional 10-day period to respond.

If a supplemented formal charge is presented to the faculty member less than twenty (20) working days prior to the hearing date, the faculty member may request and shall be granted a postponement of the hearing. A request for postponement must be submitted in writing to the Provost within five (5) working days of receipt of the supplement.

#### 10.550 HEARING - TIME AND PLACE

After selection, the hearing officer shall establish a date, time, and place for holding the hearing. The hearing shall be held as soon as possible.

#### 10.560 HEARING - OPEN OR CLOSED

If the affected faculty member prefers a closed hearing, the hearing shall be closed. If the faculty member prefers an open hearing, the hearing shall be open unless a witness or the Provost requests a closed hearing. If such a request is made, the hearing officer shall rule on the request and may close all or a portion of the hearing.

#### 10.570 HEARING - PROCEDURE

The faculty member has the right to choice of representation, a verbatim record of the hearing available at cost, and assistance from the Administration in obtaining evidence or cooperation of witnesses. The Administration shall have the burden of going forward with the evidence and the burden of proof shall be a preponderance of the evidence. The strict rules of evidence are not to be applied. Witnesses and documents in addition to those specified in the formal charge, response, and supplements may be presented at the hearing. However, either party shall have the right to request postponement in the event of valid surprise. Both parties shall have the right to cross-examine witnesses and to make both opening and closing remarks.

Any member of the bargaining unit may be requested by either party to testify or present evidence. Giving testimony or presenting evidence when so requested shall be an academic responsibility to assist in the proper Administration of University affairs within the meaning of Section 3.600.

At the close of the hearing, the hearing officer may request the submission of post-hearing briefs. If such a request is made, the hearing officer shall establish a time framework for submittal.

#### 10.580 HEARING OFFICER DECISION

Within fifteen (15) working days of the close of the hearing or submittal of post-hearing briefs, the hearing officer shall issue a recommendation in writing. The recommendation shall specify whether adequate cause exists for discharge or not and shall provide the basis for the recommendation. A copy of the recommendation shall be sent to the Chancellor, the Provost, and the faculty member.

#### 10.590 EXCEPTIONS

The faculty member may, within ten (10) working days of receipt of the hearing officer's decision, file written exceptions with the Chancellor and request a meeting with the Chancellor to discuss the faculty member's objections. This meeting is not an evidentiary hearing and shall be scheduled within five (5) working days of receipt of request for the meeting.

#### 10.600 DECISION OF THE CHANCELLOR

Within fifteen (15) working days of receipt of the hearing officer's recommendation, receipt of the faculty member's exception, or holding a meeting as provided for in Section 10.590, whichever occurs later, the Chancellor shall issue a decision in writing and shall send a copy of the decision to the faculty member.

In making the decision, the Chancellor shall consider the recommendation of the hearing officer, the hearing record, and the exceptions of the faculty member, if any. The Chancellor's decision shall state the basis for the decision if it is determined that discharge is appropriate.

The Chancellor's decision is the final administrative decision and may be grieved only with respect to procedural matters.

It is not the intent of this agreement to infringe upon the faculty member's right to seek redress in the courts, provided the faculty member first exhausts administrative remedies provided in this section. It is the intent of this agreement to protect the faculty member's rights to due process and to all other remedies at law.

### **11.000 MANAGEMENT RIGHTS**

#### 11.100 MANAGEMENT RIGHTS

The Board of Regents through its agent, the Commissioner of Higher Education, acting in this agreement on behalf of The University of Montana Western, shall have the following rights, as set forth in the Montana Public Employees Bargaining Act, to determine the structure, mission, policies, and purposes of The University of Montana-Western. The policies of the Board and the University shall extend, but not be limited to, the following:

1. direct faculty;
2. hire, promote, transfer, assign and retain faculty;
3. relieve faculty from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive;
4. maintain the efficiency of The University of Montana Western operations;
5. determine which of The University of Montana Western operations are to be conducted;
6. take whatever actions may be necessary to carry out the missions of The University of Montana Western in situations of emergency; and
7. establish the methods and processes by which work is performed.

The Administration shall appoint chairpersons and deans after consultation with the faculty of the affected department(s).

#### **11.200 SELECTION OF PRESIDENTS**

All search and screening committees for the President of The University of Montana-Missoula and the Chancellor of The University of Montana Western shall include faculty representatives. The Board of Regents and the President of The University of Montana retain the prerogative of disapproving the recommendations of the search committee.

#### **11.300 ACADEMIC YEAR**

The academic year will be from 1 August to 31 May unless an alternative period is mandated by the Board of Regents. The obligations of the faculty member on an academic year contract shall start with the first day of the fall semester faculty workshop and shall extend until the date that the faculty member submits his/her spring semester grades to the registrar's office.

Holidays shall be those designated by the Board of Regents. The length of the semester will not exceed seventy-five (75) days of instruction plus a maximum of five (5) days for final examinations unless a longer period is mandated by the Board of Regents.

### **12.000 COMPENSATION**

#### **12.100 FACULTY SALARIES**

The salary base for determining the salary increase for faculty members currently employed shall be the faculty member's preceding academic year contract amount including any extra compensation increments paid under this agreement. The order of receipt of the various salary adjustments found in this agreement is: 1) normal raise, if any, found in 12.121 based on the previous year's base salary; 2) the promotion increment; 3) the permanent market adjustment, if any, found in 12.122; 4) if 1, 2 and 3 do not bring a faculty member to the salary minimum then the salary of the faculty member is brought to the appropriate minimum for the rank found in 12.128 below. Merit awards shall be in addition to any salary increase resulting from bringing a faculty member's salary to the salary minimum.

#### 12.121 NORMAL INCREASE

Fiscal Year 2016 (or 2015-16 Academic Year)

The base salary shall increase by an annualized amount of \$780 (for 1.0 FTE faculty on an academic-year contract) or by 2.0%, whichever amount is greater, effective the first day of the pay period that includes January 15, 2016. Normal increases shall be prorated for faculty who are in positions of less than 1.0 FTE. New hires will not be eligible for the normal increase in the year their employment becomes effective.

Fiscal Year 2017 (or 2016-17 Academic Year)

The base salary shall increase by an annualized amount of \$780 (for 1.0 FTE faculty on an academic-year contract) or by 2.0%, whichever amount is greater, effective the first day of the pay period that includes January 15, 2017. Normal increases shall be prorated for faculty who are in positions of less than 1.0 FTE. New hires will not be eligible for the normal increase in the year their employment becomes effective.

If the MUS enters into an agreement with any other bargaining unit for normal salary increases greater than the above proposal or its equivalent, the MUS agrees to reopen the normal salary increase of this agreement.

#### 12.122 PERMANENT MARKET ADJUSTMENT

Eligible members of the bargaining unit for the 2015-16 Academic Year shall receive a total of \$70,000 in variable market adjustments effective the first day of the pay period that includes January 15, 2016, distributed in accordance with Section III of the 2010 MOU, as shown in Appendix 3 of this Collective Bargaining Agreement.

Eligible members of the bargaining unit for the 2016-17 Academic Year shall receive a total of \$70,000 in variable market adjustments effective the first day of the pay period that includes January 15, 2017, distributed in accordance with Section III of the 2010 MOU, as shown in Appendix 3 of this Collective Bargaining Agreement.

#### 12.123 LESS THAN NORMAL INCREASE

Any faculty member receiving an unsatisfactory annual or biannual evaluation as called for in 9.300 shall not receive a normal increase as called for in 12.121 in the year(s) following the unsatisfactory annual or biannual evaluation.

#### 12.124 SALARY BASE INCREMENT FOR PROMOTION

Faculty members promoted to the rank of Assistant Professor or Associate Professor, consistent with the promotion procedures in effect under this agreement, shall receive additional compensation added to their base salaries of \$3,000 effective in Academic Year 2016-17. Faculty members promoted to the rank of Professor, consistent with the promotion procedures in effect under this agreement, shall receive additional compensation added to their base salaries of \$4,000 effective in Academic Year 2016-17. Promotion increases shall be implemented effective August 1 each year.

#### 12.125 MERIT COMPENSATION

The funds available for merit awards shall be \$0.

#### 12.126 MARKET ADJUSTMENT - CRITICAL AREA ADJUSTMENT

For purposes of retention, salary increases may be authorized at the discretion of the Administration to tenured or tenure-track faculty who receive offers of employment from other institutions or present compelling evidence of their marketability. Before granting any such increase, the matter will be discussed by the Labor-Management Committee. Monies used to fund such market adjustments will not be drawn from funds committed to campus-wide faculty raises.

#### 12.127 SALARY MINIMUMS

The salary for the first year instructors, Assistant Professors, Associate Professors, and Professors on academic year and fiscal year contracts shall be determined using the schedule of salary minimums included in this section. The Chancellor has discretion to hire a new faculty member at a salary above that established in the schedule below by an amount not to exceed \$6000. If the Chancellor wishes to exceed the \$6000 limitation, the Chancellor must secure the approval of the President of the Association. If the President of the Association approves, the Chancellor may offer an additional amount not to exceed \$10,000. The schedule of salary minimums applies to full-time academic and fiscal year faculty. In no case shall any such faculty member receive less than the minimum compensation rates established herein. Salary minimums shall be prorated for appointments of .50 FTE and above.

Rank	
Professor	\$52,000
Associate Professor	\$48,000
Assistant Professor	\$42,000
Instructor	\$34,000

#### 12.128 CONTRACT CONVERSION

Any employee within the bargaining unit who is changed from an academic year appointment to a fiscal year appointment within the bargaining unit shall thereafter receive at least 1.22 times the academic year salary received at the time of the change and shall be entitled to accrue vacation leave as provided by Regent's policy. Any employee within the bargaining unit who is changed from a fiscal year appointment to an academic year appointment within the unit shall be compensated at a salary determined by dividing the fiscal year salary by 1.22, after subtracting any stipend for administrative or other special duties. That employee shall cease to be entitled to take or accrue annual leave, but shall be entitled to payment for previously accrued annual leave not to exceed twice the annually accruable.

#### 12.200 SUMMER SESSION

The rate of summer session shall be at the rate of two-ninths (2/9) of the regular academic year salary for full-time teaching. The summer session salary for a full-time teaching workload shall not exceed a maximum of \$10,076 for the Fiscal Year 2012-13 biennium.

The summer salary for less than full-time teaching workload shall not exceed the full-time maximum multiplied by the ratio of the actual workload to the full-time workload. A full-time teaching workload for summer term is nine (9) summer semester credits. Faculty teaching in excess of nine (9) semester credits in summer session shall have their salary increased proportionately. When courses are offered on an enrollment contingent basis and enrollment is below the required minimum, the faculty member and the summer school director may mutually agree to a reduced level of compensation. Enrollment figures for the purposes of determining compensation shall be averaged over all non-guaranteed courses offered by a faculty member during a term, rather than on a course-by-course basis. Management reserves the right to cancel any non-guaranteed courses.

#### 12.310 GROUP INSURANCE

Employer contributions for eligible employees of the Montana University System group plan shall be equivalent to the contributions set forth in state statutes for the years covered by this agreement.

### **13.000 LEAVE POLICY**

#### 13.100 SICK LEAVE

Each full-time faculty member is entitled to and shall earn sick leave credits from the first full pay period of employment. Proportionate sick leave credits shall be earned and credited at the rate of one (1) working day (8 hours) for each month of service without restriction as to the number of working days that may be accumulated.

A faculty member may not accrue sick leave credits during a continuous leave of absence without pay except while serving on jury duty. Faculty members are not entitled to be paid for sick leave until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the faculty member is entitled to the sick leave credits earned.

A faculty member who terminates employment with The University of Montana Western is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the faculty member's salary at the time of termination. Accrual of sick leave credits for calculating the lump-sum payment provided for in this subsection begins July 1, 1971.

A faculty member who receives a lump-sum payment and who is again employed by the University shall not be credited with any sick leave for which compensation has previously been given.

Abuse of sick leave is cause for disciplinary action under the provisions of 2-18-618, M.C.A.

Sick leave credits will be used on a first-earned first-charged basis.

A faculty member on sick leave shall inform the appropriate academic supervisor as soon as possible.

Other sick leave provisions:

1. sick leave charges in excess of earned sick leave credits may be charged to leave without pay;
2. eight (8) hours of sick leave usage must be reported for each full day absent due to illness whenever a faculty member is unable to meet assigned courses, attend departmental or committee meetings or be available to meet with students or colleagues;
3. a physician's certificate or other evidence to substantiate a sick leave charge may be required by a faculty member's academic supervisor or appointed authority;
4. disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from are, for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment;
5. any holidays that fall during a period that a faculty member is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave;
6. abuse of sick leave occurs when a faculty member misrepresents the actual reason for charging a absence to sick leave, when a faculty member uses sick leave for unauthorized purposes, or when a faculty member neglects to report sick leave;
7. the Administration must be able to substantiate any charges of sick leave abuse which result in disciplinary action;
8. substitutes necessitated under this section are subject to the approval of the Administration. Substitutes will be paid by the University;
9. employees may donate a portion of their sick leave for use by another employee in accordance with campus policy.

#### 13.110 EMERGENCY SICK LEAVE

Emergency sick leave is defined as a necessary absence due to (1) illness of a member of the faculty member's immediate family requiring the attendance of the faculty member until professional or other attendance can be obtained; or (2) the death of a member of the faculty member's immediate family.

Emergency sick leave shall be deducted from an employee's sick leave balance.

The faculty member's immediate family shall consist of spouse, parents, brothers, sisters, children, household members, and the same relatives of the faculty member's spouse in like degree.

Substitutes necessitated under this section are subject to the approval of the Administration. Substitutes will be paid by the University.

#### 13.200 PERSONAL LEAVE

Leaves for personal purposes, not to exceed three (3) days per academic year, shall be awarded with the prior approval of the Administration. In all cases where substitutes are utilized the faculty member taking the leave shall secure the replacement subject to the approval of the Administration. Such leaves shall be noncumulative and nonreimbursable. Substitutes will not be compensated by the Administration.

### 13.300 CHILDBIRTH LEAVE

No employee may be terminated because of a pregnancy or pregnancy-related disabilities. A reasonable leave of absence without pay will be granted to any employee not able to perform employment duties due to pregnancy or to post-pregnancy complications. A period of leave of absence shall be agreed upon by the employer and the employee, but the maximum leave of absence shall not exceed one (1) year. The employee shall notify the employer two weeks before returning to work and upon return shall be employed at the same or a similar position held prior to the maternity leave.

Said leave shall commence at the time deemed necessary by the faculty member and the attending physician and may be charged by the faculty member as sick leave. The leave shall be without pay unless the faculty member chooses to use any accumulated sick leave.

### 13.400 MILITARY LEAVE

Any faculty member who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps, or forces of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard, shall be given leave of absence with pay for attending regular encampments, training cruises and similar training programs, under military orders properly issued by military authorities. Such absence shall not be charged against other leave credits earned by the faculty member.

### 13.500 PUBLIC SERVICE LEAVE

Any faculty member subject to this agreement elected or appointed to public office shall be entitled to a leave of absence in accordance with the provisions of 2-18-620, M.C.A. Such leave shall not exceed one hundred eighty (180) days per year, while such faculty member is performing public service. Any faculty member granted such leave shall return to work within ten (10) days following the completion of the service for which the leave was granted.

### 13.600 JURY SERVICE AND SUBPOENA

Each faculty member who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the faculty member from the Administration. However, if a faculty member elects to charge the juror time off against leave without pay, the faculty member shall not be required to remit juror fees to the Administration. In no instance is a faculty member required to remit to the Administration any expense or mileage allowance paid by the Court. Faculty members shall not lose cumulative benefits because of juror service.

A faculty member subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the faculty member from the Administration. However, if a faculty member elects to charge witness time off against leave without pay, the faculty member shall not be required to remit the witness fees to the Administration. In no instance is a faculty member required to remit to the Administration any expenses or mileage allowances paid by the Court.

The Administration may request the Court to excuse faculty members from duty if they are needed for the proper operation of The University of Montana Western.

These provisions are in accordance with 2-18-619, M.C.A

#### 13.700 PROFESSIONAL IMPROVEMENT LEAVES

Faculty members shall be eligible for short-term professional improvement leaves which shall include, but not be limited to, research, scholarship, attendance at professional meetings, conferences, seminars and participation in job-related training courses and sessions. In all cases where substitutes are utilized, the Administration may require the faculty member taking the leave to secure a replacement subject to the approval of the Administration and may, at the sole discretion of the Administration, require the faculty member to reimburse the employer for the cost of the substitute. The terms and conditions of the professional employment leave shall be specified in writing prior to the commencement of the leave.

Equitable procedures and criteria for applying for professional improvement leaves shall be developed by the labor-management committee.

Subject to availability of funds, such faculty members shall be entitled to reimbursement for travel expenses incurred in attendance at such meetings and may be entitled to an appropriate stipend for research and scholarly activities as determined by the administration.

#### 13.800 SABBATICAL ASSIGNMENT

##### 13.810 FACULTY SABBATICAL

Any member of the academic faculty whose service totals seven (7) or more years shall be considered eligible to apply for sabbatical assignments. The granting of such assignments shall be guided by the rules and criteria listed below.

##### 13.820 RULES AND CRITERIA GOVERNING SABBATICAL ASSIGNMENT

1. All applications for sabbatical assignment shall be submitted to the Provost of The University of Montana Western on or before December 15 of the year preceding the year for which the assignment is being requested.
2. Effective fall semester 2006, there shall be a minimum of two (2) funded sabbaticals each academic year. Other approved sabbatical assignment shall be subject to budget limitations which may exist at The University of Montana Western at any time.
3. Criteria for eligibility for faculty sabbatical assignment:
  - a) In assessing sabbatical assignment applications, the Administration will consider the following:
    - I. service which is primarily teaching or research;

- II. academic rank;
  - III. total length of service at The University of Montana Western;  
and
  - IV. the type and quality of the proposed program.
- b) Satisfactory programs or projects for sabbatical periods include research, travel, related work in other institutions or private or business organizations, or other activities which the Administration, with the concurrence of the Board of Regents, agree will improve the staff member professionally, or will directly or indirectly benefit the institution and the state.
  - c) 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 Chancellor, sabbatical assignments may be granted for a period less than one academic semester. Effective fall semester 2006, the salary paid during an approved full academic year sabbatical shall not exceed two-thirds (2/3) of the academic year contract amount established for the individual at the time the leave is approved. Effective fall semester 2006, the salary paid during an approved one-semester sabbatical shall not exceed 100 percent of the academic year contract amount established for the individual at the time the leave is approved.
  - d) Recipients of sabbatical assignments from The University of Montana Western may avail themselves of fellowships, assistantships or other sources of limited income; however this policy shall not permit full-time employment for any person while on sabbatical assignment and receiving payments from The University of Montana Western.
  - e) Any faculty member receiving a sabbatical assignment will be expected to return to the University for at least one academic year or to repay money received from the University while on assignment.
  - f) Within 90 days from the faculty member's return from sabbatical assignment the faculty member shall submit a report summarizing activities and results of the sabbatical assignment to the Provost.
  - g) Unused sabbatical funding may be awarded to faculty to support scholarly activity in the summers. Such use of sabbatical funds shall not affect a faculty member's eligibility for a regular sabbatical. Application for such support shall follow the same criteria and time schedule as application for regular sabbaticals.

#### 13.900 LEAVES OF ABSENCE AND EDUCATIONAL LEAVES WITHOUT PAY

After two (2) years of continuous service, members of the faculty shall be eligible to apply for a leave of absence without pay under the following procedures.

1. Request for leaves of absence without pay shall be made to the Provost of the University on or before March 1 for the next academic year and shall include a plan

of the project or endeavor which the applicant intends to pursue while on leave.

2. Satisfactory programs or projects for such leave may include research, education, travel or related work in other institutions, private or business organizations, or other activities which the Administration agrees will improve the faculty member professionally or will directly or indirectly benefit the institution or the state.
3. Every faculty member on leave from the University must inform the Provost's office in writing on or before February 1 of the proposed date of return from leave or must, on or before February 1, request an extension of the leave. Failure to do so may result in the lapse of the contract of employment and loss of tenure rights. Prior to any loss of tenure rights, the Administration will send written notice of its intention to the faculty member by certified mail. The faculty member shall have thirty (30) calendar days to respond to the Administration's letter and confirm the date of return from leave in order to retain tenure rights. The time period for this leave shall not exceed two (2) years. There shall be no loss of rank or tenure status during the period of the leave of absence. The faculty member on leave shall be permitted to contribute to the group health insurance plan during the period of absence in accordance with applicable state law and regulation. Retirement credit may be purchased for the period of leave in accordance with applicable state law and regulation. Refusal to grant said leave must be for good cause; however, the Administration may limit the number of leaves per department.

#### 13.910 PAID EDUCATIONAL LEAVE

Eligible faculty may apply for a paid educational leave for the purpose of improving teaching or professional competence in areas pertaining to professional assignment in ways promising to increase contributions to the welfare of the University. Application for paid educational leave shall be made to the Provost on or before December 15 of the preceding academic year.

Any faculty member receiving a paid educational leave must return to the University for at least one (1) academic year or repay money received from the University while on leave.

Any paid educational leave shall be for a period of not less than one (1) academic semester or not more than one (1) academic year. The salary paid during a leave may be up to two-thirds (2/3) of the prorated academic year contract amount. Salary entitlements shall be established at the time the leave is approved. Payments during the period of leave will be made on a monthly basis.

Recipients of paid educational leaves may avail themselves of fellowships, assistantships, or other sources of limited income; however this policy shall not permit full-time employment for any person while on paid educational leave. In addition, the recipient of a paid educational leave must report each semester to the Provost on the study in progress.

## **14.000 GRIEVANCE PROCEDURE**

### **14.100 GRIEVANCE PROCEDURE**

The parties agree that they will make every reasonable effort to encourage the informal and prompt settlement of complaints which may arise between them. The orderly process hereinafter set forth will be the method used for the resolution of all grievances between a faculty member(s) and the Administration.

### **14.200 DEFINITION**

A "grievance" is a formal written allegation setting forth the redress sought, filed jointly by a faculty member and the Association or filed solely by the Association, and stating that there has been a breach, misinterpretation or inequitable application of the terms of this agreement by the Administration. This formal grievance procedure is not to be employed in regard to disputes between two or more faculty members, or between a faculty member and a non-administrative staff member, or between a faculty member and a student.

### **14.300 INFORMAL PROCEDURE FOR FACULTY COMPLAINTS**

Any faculty member may present and discuss a complaint with the Administration with or without a representative of the Association. Any settlement, withdrawal or disposition of a complaint at this informal state shall not constitute a precedent in the settlement of similar complaints.

### **14.400 FORMAL PROCEDURE FOR FACULTY GRIEVANCES**

A grievance must be filed within thirty (30) working days from the date the faculty member or the Association knew or should have known of the circumstances which occasioned the grievance. Any grievance not processed in accordance with the time limit specified herein shall for the purpose of this agreement be deemed null and without further recourse.

Step One: Grievances shall be filed in writing with the Provost. The Provost shall, within ten (10) working days of receipt of the grievance, meet with the grievant and an Association representative for the purpose of discussing the grievance. The Provost shall, within ten (10) working days after the grievance meeting, issue a decision with reasons in writing to the grievant and to the Association.

Step Two: If the grievance has not been settled at step one, then within ten (10) days after receipt of the written decision of the Provost, the Association and the faculty member may submit a written grievance to the Chancellor of the University together with a copy of the decision of the Provost. The Chancellor shall, within fifteen (15) days after receipt of the grievance, issue a decision with reasons in writing to the Association and the faculty member.

Step Three: If the grievance has not been settled at step two, then within ten (10) days after receipt of the written decision of the Chancellor or the expiration of the time limits for making such a decision, the grievant and the Association may file the grievance in writing with the President or his/her designee, together with a copy of the decision of the

Chancellor. The President shall within fifteen (15) days after receipt of the grievance issue a decision with reasons in writing to the grievant and the Association.

Step Four: If the grievance has not been settled at step three, then within ten (10) days after receipt of the written decision of the President or the expiration of the time limits for making such a decision, the grievant and the Association may file the grievance in writing with the Commissioner or his/her designee, together with a copy of the decision of the President. The Commissioner shall within fifteen (15) days after receipt of the grievance issue a decision with reasons in writing to the grievant and the Association.

Step Five: If the grievance has not been settled at step four, then within ten (10) days after receipt of the written decision of the Commissioner or his/her designee, the Association may initiate arbitration by giving written notice to the effect, by registered mail, directed to the Commissioner with copies to the Chancellor. The arbitrator shall be selected in the following manner.

1. The parties shall confer and may mutually agree upon any arbitrator.
2. If the parties are unable to agree upon an arbitrator they shall request the Federal Mediation and Conciliation Service to furnish a list of seven (7) recommended arbitrators. The parties may select an arbitrator from the list so provided by first striking the names of any who are unacceptable. In the alternative, either party may request a new list of potential arbitrators but in such instance is responsible for the cost of the new list. A representative of the Administration and a representative of the Association shall alternately strike the name of an arbitrator from the agreed upon list until one name remains, and that person shall be designated the arbitrator. The determination of which party shall strike the first name shall be made by agreement of the parties or if no agreement is reached, by the flip of a coin.
3. The arbitrator shall establish procedural rules, conduct necessary hearings, and issue findings and awards to both parties within thirty (30) days of the termination of the hearings. The arbitration award shall be final and binding on both parties.

Within five (5) days after receipt of the arbitrator's awards, the parties will meet to discuss the findings and to work out procedures for implementation of the awards. Each party will bear its own costs. The actual and necessary costs of the arbitration proceedings will be shared equally.

#### 14.500 MISCELLANEOUS PROVISIONS

The parties agree to make known to each other upon request and in a timely fashion all data relevant to the resolution of a grievance. The admissibility of any data knowingly withheld by any party from disclosure may be challenged in arbitration.

The parties agree that all grievance proceedings shall be kept confidential to the extent permitted by law, with the understanding that agents of both parties must confer with appropriate parties in interest and with each other.

In the event the parties mutually agree to stipulate to all relevant facts concerning a grievance, they may submit the grievance to the arbitrator in writing, and in such cases a formal hearing shall be considered waived.

No record relating in any manner to the processing of a grievance shall become part of the personnel records/files of any grievant or witness.

No reprisals shall be taken through action or omission against any participant in the grievance procedure because of such participation.

Any faculty member whose presence is required for disclosure, preparation or presentation of a grievance shall be granted release time upon written request by the Association substantiating the need for such release time.

References to days regarding time periods in this procedure shall refer to working days. A working day is defined as any week day which is not designated as a holiday. When computing any period of time prescribed herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. Time limits specified herein may be extended by mutual agreement of the parties involved at that step of the procedure.

Upon the failure of the employer to provide a decision within the time limits provided, the employee grievant and the Association may appeal to the next step. Upon the failure of the employee grievant and the Association 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.

#### 14.600 FORMS

Such printed forms as are used in the implementation of the grievance process shall be jointly developed.

### **15.000 GENERAL CONTRACT PROVISIONS**

#### 15.100 SAVINGS CLAUSE

If any provision of this agreement or any application of the agreement to the parties to this agreement shall be found contrary to law by competent authority, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

The parties will meet no later than thirty (30) calendar days after any such holding for the purpose of re-negotiating in good faith the provisions affected.

#### 15.200 WAIVER CLAUSE

Regardless of any procedure set forth in this contract the signatory parties shall have the right to mutually agree upon any method for achieving goals; or for the resolution of any question, controversy, claim or matter of difference related to this agreement or the performance or breach of any part thereof. No action taken under the provisions of this section shall constitute a past practice for future negotiations.

#### 15.300 NON-NEGOTIABLE MATTERS

Any matter which is held to be illegal or non-negotiable at the execution of this contract but becomes legal or negotiable during its term, is a proper matter for the labor-management committee to discuss. If no resolution of the matter is reached without formal negotiations, the matter shall be placed on an agenda for future negotiations. The parties by mutual agreement may meet and negotiate any such matter.

#### 15.400 LEGISLATIVE ACTION

The Commissioner, the Administration and the Association agree that any provision of this agreement requiring legislative action to permit its implementation shall not become effective until the legislature has given approval. The Board and the Association will cause to be introduced and will lend their support to the necessary proposed legislation. The parties agree that should such legislative action not be forthcoming, they will meet to renegotiate any affected provisions.

#### 15.500 PRINTING COSTS

Costs for printing of this agreement and all attachments herein shall be shared equally by the parties.

#### 15.600 CONTROLLING CLAUSE

In the event of a conflict between existing or future Board of Regents, Administration and/or Association policies or practices and this agreement, the terms of this agreement shall apply during its duration. No change, revision, alteration or modification of this contract shall be valid unless mutually agreed upon by both parties and endorsed by written addendum hereto, any other provision of this agreement notwithstanding.

#### 15.700 ENTIRE AGREEMENT

This agreement constitutes the entire negotiated agreement between the Commissioner, the Administration and the Association and supersedes any previous regulations, faculty contracts, previous practices, or policies which are in conflict with the expressed terms of this agreement. This agreement shall constitute the master agreement for all faculty members in the bargaining unit.

#### 15.800 EXHAUSTION OF REMEDIES

Failure by any faculty member or by the Association to exhaust any remedial procedure existing within the policies or procedures of the University, excepting those provided or incorporated herein, shall not in any manner affect the faculty member's right or the Association's right to litigate.

#### 15.900 NO STRIKE - NO LOCKOUT

The parties agree that bargaining unit members shall not strike or engage in a work slowdown or stoppage and that the Administration shall not lockout bargaining unit members during the term of this agreement.

#### 15.910 STATUTE CHANGES

Any change in state statutes brought about by legislative action which modify these benefits will be applied forthwith by the Administration.

#### 15.920 TRAVEL EXPENSES

Expenses incurred for travel, meals, lodging, and miscellaneous items shall be reimbursed in accordance with 2-18-501, M.C.A., as amended.

#### 15.930 PERFORMANCE BY DESIGNEE

Any responsibility assigned to a specific representative of the Administration may be performed by a designee of such representative.

#### 15.940 PREVIOUS LETTERS OF AGREEMENT

Previous letters of agreement, sidebar agreements, and letters of understanding between the Administration and the Association that are executed prior to the effective date of this agreement that are not incorporated into this agreement by specific reference or inclusion are null and void.

#### 15.950 INTERIM AMENDMENT

Changes or additions to this agreement during its term may be negotiated only upon mutual agreement of the parties. 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 or additions to be effective they must be set down in writing and approved and signed by the union president and the Commissioner.

### **16.000 ACADEMIC GOVERNANCE**

#### 16.100 FACULTY SENATE

The MEA-MFT, as the elected bargaining agent, retains exclusive right to negotiate and reach agreement on all matters pertaining to salaries, benefits, and terms and conditions of employment. Without waiving this right, the MEA-MFT and the Board recognize the desirability of a democratic governance system for Faculty in areas of academic concern. Such a governance system shall be implemented through a democratically elected body, herein called the Faculty Senate, in which only tenure-track members of an academic unit who regularly teach seven (7) or more credit hours per semester are eligible to serve. The Chancellor, Provost, and academic deans are ex officio non-voting members of the Faculty Senate. As such they may attend all regular Faculty Senate sessions but may attend executive sessions by invitation only. Matters of academic concern may be initiated by the Faculty, Faculty Senate, Provost or by the Chancellor. The matters which shall be reviewed and recommended by the Faculty Senate, in accordance with regulations of the Board, shall include:

1. specific curricular changes submitted by the faculties of the various academic units through the appropriate University committee;
2. general requirements for various degrees and nomination of candidates for graduation;
3. general requirements for admission and retention of students and guidelines for student recruitment;
4. development, curtailment, discontinuance, or reorganization of academic programs;
5. issues that pertain to the academic affairs of the University and matters of critical concern about the welfare and administration of the University; and
6. establishment of committees and other bodies deemed necessary to carry out the responsibilities under this provision.

In accordance with Board policy, faculty representatives shall have the right to address the Board at their meeting in support of the Faculty Senate positions. Nothing in this article shall be interpreted or held to contradict the Management Rights spelled out in Section 11.100 of this agreement, or block the administration from timely action on any matter presented to the Faculty Senate without a recommendation from the Faculty Senate. It is understood that the role of the Faculty Senate is to make recommendations to the administration on academic issues. While giving consideration to these recommendations, the administration is not required to adhere to any Faculty Senate recommendation.

## **17.000 FUTURE NEGOTIATIONS**

### **17.100 PREBUDGETARY NEGOTIATIONS**

Prebudgetary negotiations may commence upon mutual agreement.

### **17.200 DURATION CLAUSE**

This agreement shall be in full force and effect from the date of July 1, 2015, to and including June 30, 2017, and shall be considered renewed from year to year thereafter unless either party to this agreement notifies the other party in writing not later than sixty (60) days prior to the expiration of this agreement of its desire to modify or terminate the agreement. Negotiations on proposed modifications shall commence at the earliest possible time.

### **17.300 NEGOTIATIONS FORMAT**

Negotiations shall be scheduled at times and places that provide minimal interference with the instructional, administrative and other employment duties of the negotiating teams.





## **APPENDIX 2            MEMORANDUM OF UNDERSTANDING**

### **MEMORANDUM OF UNDERSTANDING: PARTIAL TUITION WAIVER BENEFIT FOR DEPENDENTS**

Permanent employees must be employed at least  $\frac{3}{4}$  time for five or more consecutive years before being eligible for a dependent tuition waiver benefit. Employees who utilize the faculty and staff tuition waiver are not eligible for a dependent tuition waiver during the same academic term. Only one 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.

## **APPENDIX 3            MEMORANDUM OF UNDERSTANDING: 2010**

### **MEMORANDUM OF UNDERSTANDING: MARKET-BASED SALARY COMPARISONS**

Memorandum of Understanding  
between  
The University of Montana – Western Faculty Association  
and the  
Montana University System

WHEREAS, the teaching, scholarship, research, and service that occurs at Montana colleges and universities would not be possible without dedicated faculty members who capably serve our students and citizenry; and

WHEREAS, the campuses of the Montana University System are experiencing increasing difficulty with providing competitive salaries to recruit and retain faculty members; and

WHEREAS, non-competitive salary levels cause disruptive turnover and extended faculty vacancies, hindering campus efforts to: secure academic accreditation; recruit and retain students until they graduate; and ensure a high-quality system of postsecondary education for the citizens of Montana; and

WHEREAS, the majority of faculty positions in the Montana University System are recruited nationally, yet, salaries for Montana faculty members are frequently below the national average for comparable institutions and systems; and

WHEREAS, the employer contribution of 5.96 percent of employee salary for faculty members who are in the Montana defined contribution retirement plan (non-TRS and non-PERS) typically ranks among the lowest three of the 50 states; and

WHEREAS, the Montana University System and the UM-W Faculty Association value data-based decision making in the determination of how funds for salaries are expended; and

WHEREAS, faculty salary data from other institutions of similar size and scope are relevant to a market analysis of faculty salaries at The University of Montana – Western;

NOW THEREFORE BE IT RESOLVED, that:

I. The parties agree that the proper set of peer comparator institutions for UM-Western shall be defined as the set of U.S. public, baccalaureate degree-only institutions, having enrollments under 5000 students. This set of comparator institutions will be gleaned from the CUPA database for obtaining rank specific salary data. The UM-W Administration will share all CUPA data with the UM-W Faculty Association as soon as the data become available to the Administration.

II. The overall salary averages, at each rank, as reported in the most current CUPA survey for these peer institutions, shall serve as the target salary levels which market adjustments, if any, to UM-Western salaries will be designed to reach through incremental increases (i.e., UM-Western salary averages at each rank will be increased to eventually reach peer averages), with a goal of reaching those peer targets within 10 years from the date that this agreement is signed by all parties.

BE IT FURTHER RESOLVED, that:

III. The parties are committed to increasing the salary of faculty members through Normal Increases and a Market Adjustment Pool as established through Collective Bargaining. The Market Adjustment increment will be proportionate to each faculty member's percentage contribution to the overall faculty salary deficit (i.e., the proportionate amount that his/her salary base, after being incremented by the Normal Increase, falls below his/her peer target point, relative to the sum total of all faculty members' deviations below their peer target points). No faculty member's salary shall be decreased because it falls above that member's target point and faculty members above the target point shall receive the Normal Increases.

IV. The parties agree that, each year, the Market Adjustment Pool shall be a budget priority for UM-Western. The objective, in each year, will be to budget a Market Adjustment Pool, in combination with any Normal Increase, such that the magnitude of the raises at each rank will represent a percentage increase that exceeds the rate of increase of the peer averages at each of those respective ranks.

V. All market adjustments will be distributed according to a mutual agreement between the UM-W Faculty Association and UM-W Administration.

BE IT FURTHER RESOLVED, that

VI. Nothing within this MOU agreement would preclude the parties from bargaining about other matters of compensation and/or benefits, or any other negotiable aspects within our current or future Collective Bargaining Agreements. Any salary adjustments arising from this memorandum shall be subject to ratification by the UM-W Faculty Association and by the Board of Regents.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

\_\_\_\_\_  
Sheila M. Stearns  
Commissioner of Higher Education

\_\_\_\_\_  
John Xanthopoulos  
UM-Western Faculty Association President

(Note: The actual MOU document was signed by Commissioner Stearns and UM-WFA President Xanthopoulos, his final signature being accompanied by the signing date which he filled in as... "the 9<sup>th</sup> day of *February*, 2010".)

DATED THIS \_\_\_\_ day of \_\_\_\_\_, 2016.

FOR THE BOARD OF REGENTS

FOR THE FACULTY ASSOCIATION:

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Clayton Christian  
Commissioner of Higher Education

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John Xanthopoulos, President  
The University of Montana Western  
Faculty Association

---

Kevin McRae  
Deputy Commissioner for Communications & Human Resources

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