

Memo

To: Board of Regents
From: Kevin McRae
Director of Labor Relations and Human Resources
Date: May 9, 2008

I recommend approval of the following labor agreement. The agreement covers faculty members at the UM-Helena College of Technology.

The economic provisions provide for normal salary increases of 3 percent in October 2007 and October 2008, consistent with the bargaining parameters of the Board of Regents.

The complete list of contract revisions appears below.

Agreement

4.5 OFFICE SPACE

The employer recognizes the need for faculty members to have access to space for conducting student counseling or other sensitive situations in private. In those situations where such space is needed and the employee does not have an enclosed office, the employer agrees to [provide appropriate accommodations](#). ~~work towards alternative, mutually agreeable arrangements.~~

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4.7 CLASS AND COURSE ASSIGNMENT

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

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

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

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4.10 ~~UNION~~ LABOR/MANAGEMENT COMMITTEE

Joint ~~union~~ labor-management committees may be established at the College for the purpose of discussing any matters of mutual concern and to improve communications between the employer and members of the bargaining unit. The committees shall consist of not more than three members appointed by the union and three members appointed by the employer.

The committees shall meet at a mutually agreeable time, place, and date within a reasonable length of time following the request of either party. Five working days prior to the agreed meeting date, each party shall provide the other with a list of items which it wishes to discuss; however, this requirement may be waived by mutual agreement. The committees may not amend this agreement nor may they be used to bypass the contractual grievance procedure.

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8.8 PROCEDURES FOR FILING GRIEVANCES

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

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

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9.1 TENURE

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

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

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

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

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

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

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

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

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4.1 SAFETY

The employer shall provide a place of employment which does not endanger the health and safety of any faculty member. Faculty members shall notify the employer of any safety or health hazards observed incident to employment. The employer shall investigate the matter and the parties shall cooperate in promoting and initiating appropriate remedial action. If faculty members are required to wear protective clothing or devices, ~~the employer shall furnish such items. The selection of the type of clothing or device shall be the prerogative of the employer, in consultation with affected employees~~ and in the event that required protective clothing or devices become worn out, defective, unsafe or in need of replacement the faculty member will receive up to \$200 reimbursement, during the term of this agreement, toward the original purchase or replacement.

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10.1 SALARIES

A. Salary Factors for ~~2005-2006~~ 2007-2008

The following factors and methodology will be used to determine faculty member salaries for the period from July 1, ~~2005~~ 2007, until June 30, ~~2006~~ 2008.

1. Effective Oct. 1, ~~2005~~ 2007, minimum salaries for each level are as follows.
(3% increase over 2006-2007)
Level I: \$31,541
Level II: \$35,387
Level III: \$40,527
Level IV: \$45,656
2. In addition to the above specified minimum salary, newly hired faculty members will receive \$275 for each year of full-time teaching and related occupational experience. Up to a maximum of ten (10) years of related full-time teaching or occupational experience may be recognized for newly hired faculty members. Continuing faculty during 2007-2008 shall receive a \$275 market-based salary increase retroactive to the start of the 2007-2008 Academic Year ~~shall receive a \$0 experience increase during 2005-2006.~~
3. Notwithstanding any of the factors outlined herein, no faculty member will receive a lower full-time academic year salary in ~~2005-2006~~ 2007-2008 than was received in ~~2004-2005~~ 2006-2007.
4. Faculty members with an appropriate doctoral degree shall receive a \$1,500 salary stipend. Faculty members receiving a stipend for an appropriate doctorate shall not be given any additional stipend for their master's degree. Faculty

members with an appropriate master's degree who are below Level III shall receive a \$1,000 salary stipend. Faculty members who are at Level I and have an associate degree shall receive a \$1,000 salary stipend and those with a bachelor's degree shall receive a \$2,000 salary stipend. These stipends will be implemented for continuing employees with newly earned degrees at the same time as promotions are implemented.

5. Faculty members shall receive a salary increase of ~~3.5%~~ 3.0% effective Oct. 1, ~~2005~~ 2007.

B. Salary Factors for ~~2006-07~~ 2008-2009

The following factors and methodology will be used to determine faculty member salaries for the period from October 1, ~~2006~~ 2008, until June 30, ~~2007~~ 2009.

1. Effective Oct. 1, ~~2006~~ 2008, minimum salaries for each level are as follows.
(3% increase over 2007-2008)
Level I: \$32,487
Level II: \$36,448
Level III: \$41,743
Level IV: \$47,025
2. In addition to the above specified minimum salary, newly hired faculty members will receive \$275 for each year of full-time teaching and related occupational experience. Up to a maximum of ten (10) years of related full-time teaching or occupational experience may be recognized for newly hired faculty members. Continuing faculty during 2008-2009 shall receive a \$275 market-based salary increase at the start of the 2008-2009 Academic Year ~~shall receive a \$0 experience increase during 2006-2007. The implementation of future experience steps, if any, including the amount and effective date shall be a topic of subsequent negotiations.~~
3. Notwithstanding any of the factors outlined herein, no faculty member will receive a lower full-time academic year salary in ~~2006-2007~~ 2008-2009 than was received in ~~2005-2006~~ 2007-2008.
4. Faculty members with an appropriate doctoral degree shall receive a \$1,500 salary stipend. Faculty members receiving a stipend for an appropriate doctorate shall not be given any additional stipend for their master's degree. Faculty members with an appropriate master's degree who are below Level III shall receive a \$1,000 salary stipend. Faculty members who are at Level I and have an associate degree shall receive a \$1,000 salary stipend and those with a bachelor's degree shall receive a \$2,000 salary stipend. These stipends will be implemented for continuing employees with newly earned degrees at the same time as promotions are implemented.
5. Faculty members shall receive a salary increase of ~~4%~~ 3.0% effective Oct. 1, ~~2006~~ 2008.

New Appendix – The parties agree to establish a committee of union appointees and management appointees to examine the salary schedule over the 2007-08 Academic Year and make a report and/or recommendations on the committee's findings.

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New Appendix – For the term of the Collective Bargaining Agreement covering the 2007-08 and 2008-09 Academic Years, the 3-percent raises referenced (above) in Article 10.1 A5 and 10.1 B5 shall be applied to the stipends referenced (above) in 10.1 A4 and 10.1 B4, with the result added to the faculty member's base salary. For example, a faculty member who has a base salary of \$40,000 and a stipend of \$2,000 would receive a base salary increase in October equivalent to \$42,000 multiplied by 3 percent.

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Appendix C – Delete the appendix that proposed a committee to devise alternate titles to the terms Level I through Level IV.

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Appendix D – Renew the addendum on merit pay awards for another two years (the 2007-08 and 2008-09 academic years).