

**ITEM NO. 114-104-R0302 ATTACHMENT**

**TENTATIVE AGREEMENT  
BETWEEN  
VOCATIONAL-TECHNICAL EDUCATORS OF MONTANA  
AND  
MONTANA BOARD OF REGENTS OF HIGHER EDUCATION**

Modify the 1999-2001 collective bargaining agreement as follows:

1. 1.1 PREAMBLE

Change the first paragraph to read as follows: "This agreement is entered into by the Board of Regents of Higher Education, hereinafter referred to as the employer, and the Vocational-Technical Educators of Montana #4610, MEA/MFT, AFT, AFL-CIO, hereinafter referred to as the union."

2. 2.1.A Recognition

Change to read as follows: "The Board of Regents, hereinafter referred to as the employer, recognizes the Vocational-Technical Educators of Montana, MEA/MFT, AFT, AFL-CIO, hereinafter referred to as the union, as the sole and exclusive bargaining representative of all faculty in the bargaining unit. The union recognizes the Board of Regents as the statutory governing body of the Colleges of Technology at Billings, Butte and Great Falls."

In addition, on the cover of this agreement change the next to last line to read: "#4610, MEA/MFT, AFT, AFL-CIO."

2.1.B. Bargaining Unit

Change to read as follows: "The bargaining unit covered by this agreement shall include all instructional faculty members at the Colleges of Technology in Billings, Butte and Great Falls with a .5 FTE or greater annual appointment (nine (9) or more credits per semester) and who are employed for both terms of the academic year. Individuals appointed for a single semester are excluded from the bargaining unit. Instructional related, non-teaching professional employees regularly scheduled to work half-time or greater who were included in a school district bargaining unit prior to July 1, 1989 shall be included in the bargaining unit unless excluded by the Board of Personnel Appeals pursuant to 24.26.630 ARM. New employees hired into non-teaching positions shall be excluded from the bargaining unit. The bargaining unit status of a current teaching employee who transfers to an instructional related, non-teaching professional position shall be determined at the time of the transfer. The term "faculty member" as used in this agreement means a member of the bargaining unit."

3. 4.10 UNION-MANAGEMENT COMMITTEE

Change the first paragraph to read as follows: "Joint union-management committees may be established at each College of Technology 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 (3) members appointed by the union and three (3) members appointed by the employer."

4. 4.13.E Sabbatical Assignments

Add the following sentence that was omitted from the prior agreement by mistake: "The salary paid during a sabbatical assignment shall be 60% of the employee's academic year salary or a prorated amount for sabbatical assignments of a shorter duration and shall be calculated based on the same method as regular faculty."

5. 9.2 Probationary Faculty Members

In the second paragraph, change the date of notice of termination for probationary faculty in their third and fourth years to February 15.

6. 10.1 Salaries

Change to read as follows:

"10.1 SALARIES

A. Salary Increases

1. Effective November 1, 2001, all faculty shall receive a 3.5% increase.
2. Effective November 1, 2002, all faculty shall receive a 3.7% increase.

B. Salary Minimums

1. Effective November 1, 2001, minimum salaries for each level are as follows:

Level I:	\$28,007
Level II:	\$31,423
Level III:	\$35,987
Level IV:	\$40,541

2. Effective November 1, 2002, minimum salaries for each level are as follows:

Level I:	\$29,043
Level II:	\$32,586
Level III:	\$37,319
Level IV:	\$42,041

C. New Faculty Salaries

Salaries for newly hired full-time faculty will be determined by adding \$275 for each year of full-time teaching and related occupational experience up to a maximum of ten (10) years to the minimum salary for the appropriate level. Part-time teaching experience will be recognized on a pro rata basis. For example, a faculty member who teaches half-time for ten (10) years will be credited with five (5) years of full-time teaching experience. Continuing employees are not eligible for an additional \$275 for any years of service beyond those recognized at the time of hire.

New faculty members will have their education and employment records available at the time of hire for determination of the various salary factors listed in section I. Final determination will be agreed upon by the President or designee and then concurred in writing by the newly hired faculty members. New faculty are typically placed no higher than Level II at the time of hire. However, in extraordinary circumstances a newly hired faculty member may be placed at Level III by the employer after consultation with the members of the search committee.

D. Graduate Degree Stipends

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.

E. Recruitment Adjustment Stipends

The employer may at its discretion pay newly hired faculty members a recruitment adjustment stipend of up to \$4,000 in additional compensation when external market pressures make recruitment of qualified faculty in that discipline extraordinarily difficult. Where practical, faculty members of the search committee will be consulted when it is deemed necessary to offer a recruitment adjustment stipend to an applicant. Faculty members receiving a recruitment adjustment stipend will be eligible for base increases, experience increases, and promotion and minimum increases on the formula driven salary (not excluding the recruitment adjustment stipend) which are negotiated in subsequent years. Recruitment adjustment stipends will be subtracted out of the formula driven salary when calculating salary increases and promotions and then added back into the faculty member's salary. In no case will the academic year salary of a faculty member who has been given a recruitment adjustment stipend be reduced.

F. Merit Awards

Merit awards may or may not be implemented at each campus during AY 2001-2002 and AY 2002-2003 at the discretion of the employer.

G. Frozen Salaries

Faculty members who have received unsatisfactory evaluations may have their salary frozen and are exempt from the provision granting a minimum increase upon recommendation of the President or designee and concurrence of the Union-Management Committee (or an alternative committee agreed upon by the parties at the College). Faculty members who have had their salary frozen in a previous year and who believe their performance has substantially improved may request that their salary be restored to the level it would have been in the absence of a freeze, effective the beginning of the next academic year. In no case shall any retroactive payment for prior fiscal years be made. The decision of the Union-Management Committee in this matter is final and not grievable.

H. Promotion Increases

Promoted employees receive a salary increase equal to the difference between the minimum salaries for their former level and the level to which they are to be promoted in the year before the promotion is effective. Promotion increases are calculated prior to calculating the salary increase provided for in section 10.1A of this agreement. Promotions become effective at the beginning of the academic year following the year the promotion review took place but shall not be implemented until after the ratification of a successor agreement.

I. Level Definition and Threshold Criteria for Promotion

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

Level I: No degree through bachelor's degree

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

or

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

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

or

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

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

or

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

2. Faculty members who do not meet the degree requirements for promotion to Level II may apply for a Half Level II promotion when they have five (5) years of full-time related teaching or occupational experience and have completed at least half of the requirement of an appropriate bachelor's degree or have graduated from an approved professional school which is equivalent to at least two (2) years of postsecondary education when such professional school alternative is approved by the Dean, President or designee and the local Union-Management Committee. The base salary for faculty members who are given a Half Level II promotion in AY 2001-2002 is \$29,736 and in AY 2002-2003 is \$30,836.
3. All Professional development activity used to meet threshold criteria for promotion must be approved by the employer. The approval process for each campus location shall be communicated to faculty. Prior approval is recommended. If a faculty member's request for approval of a professional development activity is denied, the faculty member may appeal the denial to the Faculty Administration Committee or an alternative process agreed upon by the parties but may not appeal such denial through the contractual grievance procedure.
4. Activities include experiences that advance a faculty member's professional (educational and occupational) skills, knowledges, and abilities, and experiences that maintain a faculty member's currency with technology and practices in education and/or the occupation(s) for which they prepare/educate students for employment or further education. Participation in these experiences usually results in curricular changes or increased teaching effectiveness. These experiences are usually gained through participation in activities such as, but not limited to: college coursework; business and industry-conducted training; professional organization workshops and conferences; seminars; etc.
5. Thirty (30) hours of professional development activity equals one (1) semester credit of college coursework. A combination of approved college coursework and other types of approved professional development activity may be used to meet threshold criteria.

6. The hours of professional development activity specified for each level must have been completed since the faculty member's initial hire or last promotion, whichever is later.
7. The employer may award credit toward the fulfillment of the hours of professional development required for promotion for work experience. Some work experience may not qualify.
8. The employer reserves the right to deny a faculty member's application for promotion or tenure for the sole reason that the faculty member has not obtained an appropriate undergraduate or graduate degree. Faculty hired in FY 2001 and thereafter will be informed in writing by the employer of this requirement at the time of hire.
9. Faculty may submit an application for promotion during the year in which they meet the eligibility criteria. If five (5) years of experience are required, the application may be made during the fifth (5th) year.
10. For faculty with an appropriate doctorate who are seeking promotion to Level IV, some or all of the required hours of professional development activity may be met through approved service or approved scholarly activity."

7. 12.1 Term of Agreement

Change 1999 to 2001 and change 2001 to 2003.

8. Add the following new paragraph to Appendix C:

"It is understood that specific issues regarding faculty workload are to be resolved at the campus level utilizing the union/management committee established in section 4.10 or another appropriate committee."