

Collective Bargaining: The University of Montana – Missoula with The University Faculty Association.
July 10, 2003

Executive Summary

1. 1999-2003 Contract Provision:

2.600 CONTRACT TERM

This contract shall be in full force and effect from ten (10) working days after ratification or July 1, 1999, whichever is later, to and including June 30, 2003, and shall be considered as renewed from year to year thereafter unless either party notifies the other party in writing by December 1, prior to the date of expiration, of its desire to modify or terminate this agreement. The four-year term of this agreement shall not bar actions filed pursuant to 39-31-207, et seq., MCA. The compensation provisions of this contract will expire on June 30, 2001. Negotiations for the compensation for the period July 1, 2001 to and including June 30, 2003, will commence no later than January 1, 2001. At that time either party, by mutual consent, may open other sections of this contract for re-negotiation. In addition each party (Administration, UFA) will have the right to open up to three (3) additional sections.

2004-2005 Provision:

2.600 CONTRACT TERM

This contract shall be in full force and effect from ten (10) working days after ratification or July 1, 2003, whichever is later, to and including June 30, 2005, and shall be considered as renewed from year to year thereafter unless either party notifies the other party in writing by December 1, prior to the date of expiration, of its desire to modify or terminate this agreement. The two-year term of this agreement shall not bar actions filed pursuant to 39-31-207, et seq., MCA. Negotiations for the period after July 1, 2005, will commence no later than January 1, 2005.

Change:

Sets the term of the contract to two years, 2003-04 and 2004-05.

2. 1999-2003 Contract Provision:

3.100 RECOGNITION

The Board of Regents (Board) recognizes the UFA as the exclusive bargaining representative for all persons on academic appointment to the rank of instructor, assistant professor, associate professor, professor, and all others on any academic appointment equivalent to one-half or more of a full-time academic-year appointment if at least one-half of their contractual obligation is comprised of teaching, research, and/or public service. The second successive semester academic appointment for one-half or more time teaching, research, or public service shall constitute a one-half full-time academic year appointment. Faculty, who are half time or greater for two or more successive semesters, excluding the summer, shall be included in the bargaining unit concurrent with the second semester appointment. In addition, the bargaining unit shall include department chairpersons, divisional coordinators in the School of Education, program directors (of units listed in CBA 10.120), library faculty holding academic rank, replacement faculty, and otherwise eligible persons on terminal contract. Former members of the bargaining unit with post-retirement positions, as faculty whose assignment is less than .50, shall be excluded from the bargaining unit. All faculty outside of the bargaining unit will be governed by university policies. Nothing herein shall be construed either to permit or require UFA membership or apply to any other provisions of this agreement to any non-UFA member, except where otherwise noted.

Excluded from the bargaining unit are the Reserve Officer Training Corps faculty, part-time academic appointments for any service less than or not equivalent to at least one-half or more of a full-time academic-year appointment, professional counselors of the Center for Student Development, and the faculty of the School of Law. Likewise, the Director and Associate Directors of the Bureau of Business and Economic Research, Director of the National Center for Career Education, the Director of the Mansfield Center, the Director of the University Biological Station, the Director of the Mission Oriented Research Program (MORP), the Director of the Montana University Affiliated Program, and other directors of research units will be subject to an annual scrutiny by the UFA-Administration Committee for the purpose of establishing their membership in the bargaining unit. This will be done within the first forty-five (45) days of each semester. Deans, associate deans, assistant deans (whose duties exceed one-half or more time administration), the President, Vice-Presidents, and their administrative staff members shall

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also be excluded. While faculty of the School of Law may serve on the Faculty Senate (CBA 7.000) and committees as indicated in following sections, the compensation of Law School faculty is not covered by this contract.

The UFA-Administration Committee shall review all present academic appointments consistent with the above criteria and prepare an agreed list of all persons within the bargaining unit and a list of all persons agreed to be outside the bargaining unit. Thereafter, any new academic appointment or change in duties of a current appointee shall be reviewed by the Committee and be mutually agreed to be in the unit or out of the unit or grievable.

2004-2005 Provision:

3.100 RECOGNITION

The Board of Regents (Board) recognizes the UFA as the exclusive bargaining representative for all persons in the bargaining unit. The bargaining unit includes faculty on academic appointment to the rank of instructor, assistant professor, and associate professor. In addition, faculty on term-by-term appointment who are half time or greater for two or more successive semesters, excluding summer, shall be included in the bargaining unit concurrent with the second semester appointment. Any semester (excluding summer) without employment shall constitute a break in service for the purpose of determining consecutive employment. In addition, the bargaining unit shall include department chairpersons, divisional coordinators in the School of Education, program directors (of units listed in CBA 10.120), library faculty holding academic rank, replacement faculty, and otherwise eligible persons on terminal contract.

Nothing herein shall be construed either to permit or require UFA membership or apply to any other provisions of this agreement to any non-UFA member, except where otherwise noted.

Excluded from the bargaining unit are the Reserve Officer Training Corps faculty, part-time academic appointments for any service less than or not equivalent to at least one-half or more of a full-time academic-year appointment, professional counselors of the Center for Student Development, the faculty of the College of Technology and the faculty of the School of Law. Likewise, the Director and Associate Directors of the Bureau of Business and Economic Research, Director of the National Center for Career Education, the Director of the Mansfield Center, the Director of the University Biological Station, the Director of the Mission Oriented Research Program (MORP), the Director of the Montana University Affiliated Program. Other directors of research units will be subject to an annual scrutiny by the UFA-Administration Committee for the purpose of establishing their membership in the bargaining unit. This will be done within the first forty-five (45) days of each semester. Also excluded from the bargaining unit are all administrative personnel, including Deans, Associate Deans, Assistant Deans (whose duties exceed one-half or more time administration), the President, Vice-Presidents, and their administrative staff members shall also be excluded. While faculty of the School of Law may serve on the Faculty Senate (CBA 7.000) and committees as indicated in following sections, the compensation of Law School faculty is not covered by this contract

The UFA-Administration Committee shall review all present academic appointments consistent with the above criteria and prepare an agreed list of all persons within the bargaining unit and a list of all persons agreed to be outside the bargaining unit. Thereafter, any new academic appointment or change in duties of a current appointee shall be reviewed by the Committee and be mutually agreed to be in the unit or out of the unit.

Change:

None. Edited for correctness and clarity.

3. 1999-2003 Contract Provision:

3.600 REASSIGNMENTS – UFA

Upon approval by the Administration, the UFA Executive Board shall allocate up to four (4) course reassignments with no reduction in pay (each equal to or less than five (5) credit hours) per academic year. The Administration will grant these reassignments upon request of the UFA Executive Board in consultation with the appropriate department(s) and dean(s) based upon their need, judgment, and discretion. (See Letter of Understanding on UFA Reassignments.)

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3.600 REASSIGNMENTS – UFA

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Upon approval by the Administration, the UFA Executive Board may allocate up to six (6) course reassignments with no reduction in pay (each equal to or less than five (5) credit hours) per academic year. The Administration will grant these reassignments upon request of the UFA Executive Board in consultation with the appropriate department(s) and dean(s) based upon their need, judgment, and discretion. The UFA will submit to the Provosts' Office the plan that has been developed to cover the affected faculty. The UFA and the Administration will provide minimal funds necessary to hire temporary faculty to teach the reassigned courses. The funding will be one-half from the UFA and one-half from the Administration. The funding will be based upon the salary floors and the request of the appropriate dean.

Change:

Allows the UFA to seek more reassigned time for officers. The previous contract allowed for up to 20 hours of reassigned time, paid for by Administration. This change allows for up to 30 hours of reassigned time, but the cost is split 50-50 between the Administration and the UFA.

4. 1999-2003 Contract Provision:**4.220 SUPPORT STAFF AND MATERIALS**

Faculty members are expected to inform the Administration in writing regarding their needs for secretarial assistance, classroom facilities, laboratories, clinical facilities, teaching and research assistance, library acquisitions, equipment, materials, storage, and travel funds necessary for the performance of assigned teaching, research, and service activities. If the Administration is unable to meet the above needs, it shall so inform the affected faculty member, in writing, within twenty (20) days. A faculty member's evaluation may take into account the inability of the University to provide support for the performance of assigned duties.

The Administration formally states its intention to improve financial support for library acquisitions, faculty professional travel, and research and creative activities, because of their importance to academic excellence and quality of faculty teaching and research.

2004-2005 Provision:**4.220 SUPPORT STAFF AND MATERIALS**

[delete this provision from the contract]

Change:

This provision is superfluous and unnecessary.

5. 1999-2003 Contract Provision:**4.310 PARKING**

Upon payment of the standard University parking fees, a faculty member may utilize the parking facilities of the University in accordance with established regulations.

2004-2005 Provision:**4.310 PARKING**

Upon payment of the standard University parking fees, a faculty member may utilize the parking facilities of the University in accordance with established regulations. The administration recognizes the need to provide access to adequate parking for employees, students, and campus visitors alike. Accordingly, the administration will continue to support initiatives for alternative transportation and other plans to limit the need for additional on-campus parking and to free existing parking to meet the needs of all constituents.

Change:

None. The change only reflects the existence of a problem and the intention to explore solutions in the future.

6. 1999-2003 Contract Provision:

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6.200 ACADEMIC RESPONSIBILITY

The concept of academic freedom must be accompanied by an equally demanding concept of academic responsibility. The concern of the University and its members for academic freedom safeguards must extend equally to requiring responsible service, consistent with the objective of the University. Every person in the bargaining unit is at one and the same time (1) a teacher, (2) a member of the faculty of the University, and (3) a scholar. By virtue of his/her position in the University, the individual shares all three of these functions, each of which is of great importance. As a teacher, every person in the bargaining unit is responsible for effective instruction, including evaluation, of students at the University. In keeping with this, all faculty members shall prepare a syllabus for each course they teach. A current copy of each syllabus will be filed with the Registrar who will have it placed in a central file in the Mansfield Library. Aspects of effective instruction include teaching classes in accordance with official descriptions and meeting classes in accordance with published schedules at on-campus locations, off-campus locations germane to the subject matter, or at other locations approved by the dean or his/her designee. No classes may be taught off-campus or at unscheduled locations during any concerted activity by any University employee without prior approval of the appropriate dean or his/her designee.

The faculty member should have both a depth and breadth of knowledge in his/her chosen field and be able to communicate this knowledge to the students. The faculty member should maintain an active interest in the advances and current thinking in his/her subject and be able to relate such information to his/her teaching in an organized manner through incorporation into course materials. Moreover, the faculty member should maintain a critical attitude toward his/her teaching and should strive continuously to improve it. Obviously, the faculty member shall avoid persistent intrusion of totally unrelated material into classroom presentations. The effective teacher feels and exhibits enthusiasm for his/her subject and creates an environment that stimulates imaginative thinking.

The faculty member should have a deep interest in the students' progress and welfare, which includes counseling and advising assigned advisees as well as other students on their program of study and other academic matters, and maintaining a responsible, professional relationship with the students. The faculty member will carefully ensure equal application of class standards and requirements. Faculty shall preserve the records necessary to compute final grades for one academic term. For one full semester following the semester a student receives a grade, faculty will retain all academic course materials used as the basis for a student's semester grade (papers, tests and/or other written or printed materials) which are not returned to the student. Fall semester grade records and course materials will be kept until the end of the next spring semester; while spring semester and any summer course grade records and course materials will be kept until the end of the next fall semester. Each faculty member has obligations and responsibilities to assist in the proper administration of University affairs. It is therefore to be expected that he/she will serve on committees, attend University functions, and render public service in the area of his/her professional competence.

As a scholar, the person is responsible to the University and to society to keep informed about advances in knowledge and to engage in an active program of research or creative activities as judged by peers. This part of his/her activity, though in general not formally scheduled, is nevertheless essential. In large measure the welfare of society depends on it. Although the artist faculty member may be a scholar, he/she should have the unqualified option of being a productive artist. Creative work in any field, such as literature, music, art, and drama, through its contributions to our cultural life, ranks equally with research and scholarly publications.

These functions and responsibilities should not be thought of as mutually exclusive, but as overlapping and complementary. Thus, active participation in the work of learned societies is related to a person's work as both scholar and member of the faculty. Similarly, preparation of papers for publication, which is an example of a person's function as a scholar, may well grow out of his/her work as a teacher.

2004-2005 Provision:

6.200 ACADEMIC RESPONSIBILITY

The concept of academic freedom must be accompanied by an equally demanding concept of academic responsibility. The concern of the University and its members for academic freedom safeguards must extend equally to requiring responsible service, consistent with the objective of the University. Every person in the bargaining unit is at one and the same time (1) a teacher, (2) a member of the faculty of the University, and (3) a scholar. By virtue of his/her position in the University, the individual shares all three of these functions, each of which is of great importance.

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As a member of a faculty, each person is expected to relate in a civil, thoughtful and professional manner with colleagues in the academic community. Similarly, each faculty member is expected to participate in the work of the unit and of the institution.

As a teacher, every person in the bargaining unit is responsible for effective instruction, including evaluation, of students at the University. In keeping with this, all faculty members shall prepare a syllabus for each course they teach. A current copy of each syllabus will be placed in an electronic data base for access by students. Aspects of effective instruction include teaching classes in accordance with official descriptions and meeting classes in accordance with published schedules at on-campus locations, off-campus locations germane to the subject matter, or at other locations approved by the dean or his/her designee. No classes may be taught off-campus or at unscheduled locations during any concerted activity by any University employee without prior approval of the appropriate dean or his/her designee.

The faculty member should have both a depth and breadth of knowledge in his/her chosen field and be able to communicate this knowledge to the students. The faculty member should maintain an active interest in the advances and current thinking in his/her subject and be able to relate such information to his/her teaching in an organized manner through incorporation into course materials. Moreover, the faculty member should maintain a critical attitude toward his/her teaching and should strive continuously to improve it. Obviously, the faculty member shall avoid persistent intrusion of totally unrelated material into classroom presentations. The effective teacher feels and exhibits enthusiasm for his/her subject and creates an environment that stimulates imaginative thinking.

The faculty member should have a deep interest in the students' progress and welfare, which includes counseling and advising assigned advisees as well as other students on their program of study and other academic matters, and maintaining a responsible, professional relationship with the students. Both faculty member and advisee share responsibility for making the advising relationship successful. The advisor and advisee should discuss the educational objectives suited to the advisee's demonstrated abilities and expressed interests. The advisor helps the advisee to understand the relationship between academic programs and undergraduate research opportunities, internships, study abroad programs, and other academic experiences provided by the University.

The faculty member will carefully ensure equal application of class standards and requirements. Faculty shall preserve the records necessary to compute final grades for one academic term. For one full semester following the semester a student receives a grade, faculty will retain all academic course materials used as the basis for a student's semester grade (papers, tests and/or other written or printed materials) which are not returned to the student. Fall semester grade records and course materials will be kept until the end of the next spring semester; while spring semester and any summer course grade records and course materials will be kept until the end of the next fall semester. Each faculty member has obligations and responsibilities to assist in the proper administration of University affairs. It is therefore to be expected that he/she will serve on committees, attend University functions, and render public service in the area of his/her professional competence.

[The last two paragraphs remain unchanged.]

Change:

This section remains the same except for the addition of a "civility" clause in paragraph 2 which states the expectation that faculty should relate in a civil, thoughtful and professional manner with colleagues and participate in the work of the unit. In addition, paragraph 5 was added to place additional emphasis on the faculty member's role in advising and mentoring students.

7. 1999-2003 Contract Provision:

9.000 NON-TENURABLE, PROBATIONARY, AND TENURED APPOINTMENTS

At the time of appointment or reappointment, each faculty member shall be provided by the employer with a written agreement which specifies rank, salary, and other terms and conditions of employment. All full-time appointments shall be non-tenurable, probationary, or tenured.

2004-2005 Provision:

9.000 NON-TENURABLE, PROBATIONARY, AND TENURED APPOINTMENTS

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It is the intent of the Administration to increase the number of tenurable lines at the University. Nevertheless, from time to time, conditions may dictate that tenurable lines temporarily be used for non-tenurable faculty. These conditions may include death, retirement or resignation of a tenure-track faculty member, and changes in enrollment in a discipline or sub-discipline. The Administration will report to the UFA, by the October Faculty Senate meeting each year, the number of tenurable lines occupied during the previous academic year.

At the time of appointment or reappointment, each faculty member shall be provided by the employer with a written agreement which specifies rank, salary, and other terms and conditions of employment. All full-time appointments shall be non-tenurable, probationary, or tenured.

Change:

No substantive change. This provision was included in the previous contract as a Letter of Understanding and was moved into the body of the contract under this provision.

8. 1999-2003 Contract Provision:

9.110 RIGHTS OF NON-TENURABLE APPOINTEES

In addition to all of the rights and privileges defined in this contract, members of the bargaining unit holding non-tenurable appointments shall:

1. hold an FTE assignment which represents the actual proportion of full-time load as determined by the dean in consultation with the unit, taking into consideration expectations of teaching, research, and service and their relationship to Unit Standards.
2. for initial appointment, and any subsequent reappointment, be hired at no less than at the salary floors in the CBA (section 13.300) prorated by FTE.
3. receive at least the normal increase for a given year (Section 13.200) added to their salary (prorated by FTE) if and when they are hired in one fiscal year and the immediately subsequent fiscal year. Any increase in base will be in addition to the normal increase unless explicitly stated in the new employment agreement. Merit adjustments must be at least equal to the merit increment stipulated in 13.240. The FTE of the subsequent year's employment contract (where applicable) will be computed after any increase is added.

There is no expectation of reappointment or renewal of any non-tenurable faculty appointment. However, the Administration will attempt to inform non-tenurable faculty in a timely fashion if they are to be reappointed, or not, for the next semester. Discharge for cause of non-tenurable faculty is governed by the procedures outlined in section 18.400.

Non-tenurable faculty who are bargaining unit members shall be encouraged to apply for non-tenurable appointments comparable to those they have previously held and shall be guaranteed reasonable consideration according to their teaching experience at UM. Any non-tenurable faculty member dismissed from a previous position for cause forfeits this reasonable consideration at the time of dismissal.

2004-2005 Provision:

9.110 RIGHTS OF NON-TENURABLE APPOINTEES

In addition to all of the rights and privileges defined in this contract and University Policy 143.0 (revised 7/2001), members of the bargaining unit holding non-tenurable appointments shall:

1. hold an FTE assignment, which represents the actual proportion of full-time load as determined by the dean in consultation with the unit taking into consideration expectations of teaching, research, and service and their relationship to Unit Standards. With assignments involving duties beyond normal classroom teaching, including but not limited to advising, thesis direction, large enrollment, writing-intensive courses, committee service, administrative duties, lab supervision, and research, a full-time teaching assignment will be considered not more than fifteen (15) semester hours.
2. be hired at no less than at the salary floors in the CBA (section 13.300) prorated by FTE.
3. Further, if non-tenurable appointments have been hired at .50 FTE or greater in any academic year, they shall receive the normal increase (prorated by assigned FTE) for any portion of the subsequent year. Any increase in base must be at least equal to the normal increase.

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Consistent with BOR policy 702.1, there is no expectation of reappointment or renewal of any non-tenurable faculty appointment. Non-tenurable contracts are term contracts that automatically expire (without notice) at the end of the contract term unless renewed prior to expiration. However, the Administration will attempt to inform non-tenurable faculty in a timely fashion if they are to be reappointed, or not, for the next semester. Discharge for cause of non-tenurable faculty is governed by the procedures outlined in section 18.400.

Non-tenurable faculty who are bargaining unit members shall be encouraged to apply for non-tenurable appointments comparable to those they have previously held and shall be guaranteed reasonable consideration according to their teaching experience at UM. Service in non-tenurable appointments for up to three years must be negotiated in order to count towards tenure. Any non-tenurable faculty member dismissed from a previous position for cause forfeits this reasonable consideration at the time of dismissal.

Change:

Number 1 was changed to explain how a full-time FTE is calculated and what work assignments are included in the calculation. It equates a full FTE for a non-tenurable faculty member to 15 credits or equivalent per semester. Other editorial changes simplify and clarify this provision. A clause was also added specifying that non-tenurable contracts are term contracts and expire automatically at the end of the stated term (without notice).

9. 1999-2003 Contract Provision:

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

Persons having held or holding, non-tenurable positions are eligible to compete for tenurable positions, and, if hired, prior service may be credited toward tenure (as indicated in 9.240). A shift from a non-tenurable appointment to a tenurable appointment requires a separate written agreement between the faculty member and the University. The new base salary for such a shift will be calculated in accord with Sections 13.100 and 13.410.

Consistent with University Policy 143.0, the Administration will annually provide a written report to the Faculty Senate (during its September meeting), with a copy to the UFA concerning the use of non-tenurable faculty during the previous year.

2004-2005 Provision:

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

Persons having held or holding, non-tenurable positions are eligible to compete for tenurable positions, and, if hired, prior service may be credited toward tenure (as indicated in 9.240). A shift from a non-tenurable appointment to a tenurable appointment requires a separate written agreement between the faculty member and the University. The new base salary for such a shift will be calculated in accord with Sections 13.100 and 13.410.

Consistent with University Policy 143.0 (as revised 7/2001), the Administration will annually provide a written report to the Faculty Senate (during its September meeting), with a copy to the UFA concerning the use of non-tenurable faculty during the previous year.

Change:

No change. The reference to University Policy 143.0 was specified as that policy as revised in July, 2001.

10. 1999-2003 Contract Provision:

9.240 CREDIT FOR PROBATIONARY SERVICE

Credit shall be given each probationary appointee for all full-time service including full-time research, creative activity and/or service at The University of Montana or in other accredited four-year institutions of higher education in the United States in the rank of instructor (or its equivalent) or higher. Time spent on summer-session appointments is excluded. Credit for research and/or creative activity or service at comparable foreign institutions of higher education at the rank of instructor or higher may be granted

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toward continuous tenure status by agreement among the faculty member, the academic chairperson, the dean, the Provost, and the President. Not more than three (3) years of service shall be credited towards acquiring continuous tenure status. For the purpose of calculating prior service, as well as service at The University of Montana, commensurate credit may be given for any academic term of full-time service.

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

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

2004-2005 Provision:

9.240 CREDIT FOR PROBATIONARY SERVICE

Credit may be given each probationary appointee for up to three (3) years of full-time tenure-track service including full-time research, creative activity and/or service at The University of Montana or in other accredited four-year institutions of higher education in the United States in the rank of instructor (or its equivalent) or higher.

(Remainder of section unchanged)

Change:

Changes "shall" to "may" in the first line. How much, or if credit is given becomes negotiable at hire.

11. 1999-2003 Contract Provision:

9.320 THE TENURE APPLICATION

Procedures for the evaluation of tenure applications shall be conducted according to Article 10.000, Unit Standards and Faculty Evaluation Procedures. It shall be the responsibility of the eligible faculty member to initiate the application for tenure which shall include at least the following: (1) a statement of the teaching, research and/or creative activity, and public service performed by the applicant during the probationary period; (2) a vita of the applicant's publications and/or creative works; (3) evidence that the applicant has achieved or is in the process of achieving recognition in his/her field of competence beyond The University of Montana; and (4) any other information the applicant deems relevant to his/her professional development, competence or performance. In keeping with the provisions of the CBA (15.220.1), no faculty member may apply for tenure while on leave.

2004-2005 Provision:

9.320 THE TENURE APPLICATION

Procedures for the evaluation of tenure applications shall be conducted according to Article 10.000, Unit Standards and Faculty Evaluation Procedures. It shall be the responsibility of the eligible faculty member to initiate the application for tenure which shall include at least the following: (1) a statement of the teaching, research and/or creative activity, and public service performed by the applicant during the probationary period; (2) a vita of the applicant's publications and/or creative works; (3) evidence that the applicant has achieved or is in the process of achieving recognition in his/her field of competence beyond The University of Montana; and (4) any other information the applicant deems relevant to his/her professional development, competence or performance. In keeping with the provisions of the CBA (15.220.1), no faculty member may apply for tenure while on leave without pay from UM-M.

Change:

Specifies in the last line that faculty may not apply for tenure while on leave without pay. Faculty on compensated leave (still in the employ of the University, may apply for tenure during such leave.

12. 1999-2003 Contract Provision:

10.110 UNIVERSITY STANDARDS FOR FACULTY ADVANCEMENT

The following university 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.)

2004-2005 Provision:

10.110 UNIVERSITY STANDARDS FOR FACULTY ADVANCEMENT

The following university 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 may be given only for full-time tenure-track service for any academic term except summer session.)

Change:

Changes "shall" to "may" in the 3rd line, making the amount of credit given for prior service permissible rather than mandatory.

13. 1999-2003 Contract Provision:

10.120 UNIT STANDARDS FOR FACULTY EVALUATION

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

Arts and Sciences

Anthropology, Biological Sciences, Chemistry, Communication Studies, Computer Science, Economics, English, Environmental Studies, Foreign Languages and Literatures, Geography, Geology, History, Liberal Studies, Linguistics, Mathematical Sciences, Native American Studies, Philosophy, Physics and Astronomy, Political Science, Psychology, Social Work, Sociology

Education

Curriculum and Instruction, Educational Leadership and Counseling, Health and Human Performance

Business Administration

Accounting and Finance, Management

Fine Arts

Art, Drama/Dance, Music

Forestry**Journalism**

Journalism, Radio/TV

Mansfield Library**Mansfield Center****Pharmacy and Allied Health Sciences**

Pharmaceutical Sciences, Pharmacy Practice, Physical Therapy

The above academic units are subject to addition, deletion, or change by the employer in accordance with provisions of Articles 7.100 and 8.000 of this agreement.

2004-2005 Provision:

10.120 UNIT STANDARDS FOR FACULTY EVALUATION

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

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Arts and Sciences

Anthropology, Biological Sciences, Chemistry, Communication Studies, Computer Science, Economics, English, Environmental Studies, Foreign Languages and Literatures, Geography, Geology, History, Liberal Studies, Linguistics, Mathematical Sciences, Native American Studies, Philosophy, Physics and Astronomy, Political Science, Psychology, Sociology,

Education

Curriculum and Instruction, Educational Leadership and Counseling, Health and Human Performance

Business Administration

Accounting and Finance, Information Systems and Technology, Management and Marketing

Fine Arts

Art, Drama/Dance, Media Arts, Music

Forestry and Conservation

Ecosystem and Conservation Sciences, Forest Management, Society and Conservation

Journalism

Journalism, Radio/TV

Mansfield Library

Pharmacy and Allied Health Sciences

Biomedical and Pharmaceutical Sciences, Pharmacy Practice, Physical Therapy, Social Work

The above academic units are subject to addition, deletion, or change by the employer in accordance with provisions of Articles 7.100 and 8.000 of this agreement.

Change:

Updated: Reflects new program and department names.

14. 1999-2003 Contract Provision:

10.210 INDIVIDUAL'S PERFORMANCE RECORD - October 15

The documentation or evidence of performance required by the unit standards and applicable sections of this agreement, shall be prepared by every member of the bargaining unit in sequentially numbered pages which incorporate exhibits by reference and are signed on the last page by the person to be evaluated. The individual shall submit the documentation to the chairperson of the Faculty Evaluation Committee (FEC) and the department chairperson or in those instances where there is no chairperson, to the dean by October 15. The performance period, consisting of one or more years of record each running from October 16 to October 15, to be documented for the respective types of advancement is as follows:

[No change to the remainder of this section]

2004-2005 Provision:

10.210 Individual's Performance Record – October 15

The documentation or evidence of performance required by the unit standards and applicable sections of this agreement, shall be prepared by every member of the bargaining unit in sequentially numbered pages which incorporate exhibits by reference and are signed on the last page by the person to be evaluated. The individual shall submit the documentation to the chairperson of the Faculty Evaluation Committee (FEC) and the department chairperson or in those instances where there is no chairperson, to the dean by October 15. The performance period, consisting of one or more academic year(s) of record each running from the first day of the academic year and including Fall semester, Spring semester and applicable summer term(s), to be documented for the respective types of advancement is as follows:

[No change to the remainder of this section.]

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Change: This section changes the applicable review period from October 16 thru October 15 of the following year, to the starting and ending dates of the normal academic year. That is, the review period will now be the preceding academic year(s).

15. 1999-2003 Contract Provision:**10.220 STUDENT EVALUATION COMMITTEE - October 15**

Each Student Evaluation Committee (SEC) shall consist of at least three (3) but not more than seven (7) students who are majors and/or graduate students in the respective unit and shall include one (1) faculty observer who shall enjoy all rights of full participation and access to information except voting. The faculty observer shall be chosen from among the tenured or tenurable (i.e. tenure-track) members of the bargaining unit in the department or unit. The members shall be appointed by the department chairperson, or if there is no chairperson, by the dean, by September 15. The committee shall elect a chair from among its voting members.

The Committee shall review the teaching and advising effectiveness of the faculty members in the bargaining unit who are in the academic unit for which the student evaluation committee is appointed. The unit shall either use an existing course evaluation form, prepare and use its own course evaluation form, or use the form prepared by the UFA-Administration Committee and shall make all completed course evaluation forms available to the Student Evaluation Committee by September 20. Each faculty member must have at least one course evaluated each semester they teach and provide the results to the Student Evaluation Committee. The Committee shall review course evaluations and may seek or receive relevant evidence from students who have taken courses from or have been advisees of the faculty member being evaluated. The Committee shall prepare a written evaluation of the teaching and advising of each faculty member whose performance is reviewed. Each written evaluation shall be signed by the chairperson of the Student Evaluation Committee and the faculty member being evaluated by October 15.

The Student Evaluation Committee shall neither review the evidence of performance prepared by the faculty member nor have any responsibility for application of unit standards.

Neither error nor omission of student participation in any evaluation may constitute grounds for a grievance. The evaluation procedure may proceed without participation by a departmental Student Evaluation Committee

2004-2005 Provision:**10.220 STUDENT EVALUATION COMMITTEE - October 15**

Each Student Evaluation Committee (SEC) shall consist of at least three (3) but not more than seven (7) students who are majors and/or graduate students in the respective unit and shall include one (1) faculty observer who shall enjoy all rights of full participation and access to information except voting. The faculty observer shall be chosen from among the tenured or tenurable (i.e. tenure-track) members of the bargaining unit in the department or unit. The members shall be appointed by the department chairperson, or if there is no chairperson, by the dean, by September 15. The committee shall elect a chair from among its voting members.

The committee shall review the teaching effectiveness of the faculty members in the bargaining unit who are in the academic unit for which the student evaluation committee is appointed. The unit shall either use an existing course evaluation form, prepare and use its own course evaluation form, or use the form prepared by the UFA-Administration Committee and shall make all completed course evaluation forms available to the student evaluation committee by September 20. Each faculty member must have at least one course evaluated each semester they teach and provide the results to the student evaluation committee. The committee shall review course evaluations and may seek or receive relevant evidence from students who have taken courses from or have been advisees of the faculty member being evaluated. The committee shall prepare a written evaluation of the teaching and advising of each faculty member whose performance is reviewed. Each written evaluation shall be signed by the chairperson of the Student Evaluation Committee and the faculty member being evaluated by October 15. A faculty member may append a response to the SEC report.

The Student Evaluation Committee shall neither review the evidence of performance prepared by the faculty member nor have any responsibility for application of unit standards.

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Neither error nor omission of student participation in any evaluation may constitute grounds for a grievance. The evaluation procedure may proceed without participation by a departmental Student Evaluation Committee.

Change:

At the end of paragraph 2, the sentence, "A faculty member may append a response to the SEC report," is added.

16. 1999-2003 Contract Provision:**10.250 UNIVERSITY STANDARDS COMMITTEE**

The Faculty Senate shall appoint a University Standards Committee consisting of bargaining unit members that are proportionately representative of the professional schools in the unit and the college. The chairperson of the committee shall be elected from among the membership.

The Standards Committee shall have the responsibility of reviewing the unit standards on a five-year cycle, taking a fifth of the unit standards each year. Recommendations for change of the unit standards may be submitted to the Standards Committee by the unit faculty, the chairperson, the appropriate dean, or the Provost. Any proposed change must be approved by the unit faculty, chairperson, the Standards Committee, the appropriate dean, and Provost. In the event that an agreement cannot be reached on the recommended changes in the unit standards, a nine-person ad hoc committee shall be appointed to resolve the issue. The committee shall consist of three persons appointed by the Provost, three members of the University Standards Committee (none of whom shall be a member of the affected unit), and three members from the affected unit. All members of the ad hoc committee shall be tenured. For units with fewer than three faculty, the ad hoc committee shall consist of the entire unit faculty, an equal number of members appointed by the Provost, and an equal number of Standards Committee members. The decision of this committee, as determined by a majority vote, shall be binding on all parties. Any changes in unit standards resulting from this process shall not take effect until twelve (12) months after the decision, unless agreed otherwise by the unit faculty, the dean, and the Provost.

2004-2005 Provision:**10.250 UNIVERSITY STANDARDS COMMITTEE**

The Faculty Senate shall appoint a University Standards Committee consisting of bargaining unit members that are proportionately representative of the professional schools in the unit and the college. The chairperson of the committee shall be elected from among the membership.

The Standards Committee shall have the responsibility of reviewing the unit standards on a five-year cycle, taking a fifth of the unit standards each year. Recommendations for change of the unit standards may be submitted to the Standards Committee by the unit faculty, the chairperson, the appropriate dean, or the Provost. The unit faculty, department chairperson, the University Standards Committee, the appropriate dean, and Provost must approve any proposed change. Any changes in unit standards resulting from this process shall not take effect until twelve (12) months after the decision, unless agreed otherwise by the unit faculty, the dean, and the Provost.

Change:

This change removes the unnecessary and cumbersome 9 person ad-hoc committee from the process of Unit Standards approval. No such conflicts have been experienced or are envisioned.

17. 1999-2003 Contract Provision:**10.330 APPROPRIATE REMEDIAL ACTION**

The normal remedy for any prejudicial errors, omissions, or defects in the process of evaluation of faculty for advancement shall be to remand and properly re-do the process to cure the defect. In appropriate cases, including those involving personal prejudice or bias or where previous remand has not resolved the matter, the Appeals Committee may recommend, in accordance with Section 10.280, that the Provost cure the defect directly. In the event of such a recommendation, the Committee shall specify the reason for its decision not to recommend a remand. Any delay incident to a remand or direct cure by

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the Provost shall be corrected by making any change in employment terms retroactive to the date the change would have become effective if the remand or cure had not been required.

Faculty evaluations are non-grievable and non-arbitrable except in the following cases:

1. When all prior recommendations have been timely, failure of a dean or the Provost to meet the times specified for their actions shall constitute grounds for a grievance unless there are unusual circumstances justifying the delay which are made known to the faculty member. Any faculty member who prevails in a grievance for such delay shall be entitled to an award of one hundred dollars (\$100) for every five (5) working days delay endured.
2. When all prior recommendations have been in agreement, a contrary decision by the Provost may constitute grounds for a grievance where it is alleged that the contrary decision is not supported by evidence or is lacking a rational basis, is the result of personal prejudice or bias which adversely affected academic judgment, or is made for reasons which are clearly impermissible.
3. A decision of the Provost not to follow the recommendation of the Appeals Committee or an ad hoc committee where one has been appointed may constitute grounds for a grievance where it is alleged that the Provost's decision is not supported by evidence or is lacking a rational basis, is the result of personal prejudice or bias which adversely affected judgment, or is made for reasons which are clearly impermissible.

2004-2005 Provision:

10.330 APPROPRIATE REMEDIAL ACTION

The normal remedy for any prejudicial errors, omissions, or defects in the process of evaluation of faculty for advancement shall be to remand and properly re-do the process to cure the defect. In appropriate cases, including those involving personal prejudice or bias or where previous remand has not resolved the matter, the Appeals Committee may recommend, in accordance with Section 10.280, that the Provost cure the defect directly. In the event of such a recommendation, the Committee shall specify the reason for its decision not to recommend a remand. Any delay incident to a remand or direct cure by the Provost shall be corrected by making any change in employment terms retroactive to the date the change would have become effective if the remand or cure had not been required.

Faculty evaluations are non-grievable and non-arbitrable except in the following cases:

1. When all prior recommendations have been timely, failure of a dean or the Provost to meet the times specified for their actions shall constitute grounds for a grievance unless there are unusual circumstances justifying the delay which are made known to the faculty member. Any faculty member who prevails in a grievance for such delay shall be entitled to an award of one hundred dollars (\$100) for every five (5) working days delay endured.
2. When all prior tenure or promotion recommendations have been in agreement, a contrary decision by the Provost may constitute grounds for a grievance where it is alleged that the contrary decision is not supported by evidence or is lacking a rational basis, is the result of personal prejudice or bias which adversely affected academic judgment, or is made for reasons which are clearly impermissible.
3. A decision of the Provost not to follow the recommendation of the Appeals Committee or an ad hoc committee where one has been appointed may constitute grounds for a grievance where it is alleged that the Provost's decision is not supported by evidence or is lacking a rational basis, is the result of personal prejudice or bias which adversely affected judgment, or is made for reasons which are clearly impermissible.
4. In merit recommendations by the Provost where it is alleged that the recommendation is not supported by evidence, is lacking a rational basis, is the result of personal prejudice, or is made for reasons which are clearly impermissible.
5. For purposes of the 2004-05 evaluation period, the number of merits distributed will be reduced to 40. During this year only, merit decisions made by the Provost will not be grievable.

Change:

The language in #2 of the previous contract was not appropriately relevant to Merit decisions of the Provost. It caused confusion and led to challenges to the mechanism of awarding merits. This section did, however, adequately address Promotion and Tenure decisions and so was changed to specify P&T. A fourth clause was added to address the grievance basis for Merit decisions. Finally, because the

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number of merits was rather drastically reduced in the 2004-05 contract year, it was agreed that the Provost's merit decisions will not be grievable that year only.

18. 1999-2003 Contract Provision:

10.340 EVALUATION SCHEDULE FOR TENURED FULL PROFESSORS

Faculty members who have achieved the rank of full professor and are tenured shall be reviewed biennially rather than annually if:

1. they are seeking a normal increase;
2. they have not received a less-than-normal recommendation in the past three (3) years; and
3. the unit Faculty Evaluation Committee does not wish to initiate consideration for other than a normal recommendation.

The biennial evaluation of full professor shall be conducted in the following manner: surnames from A-L one year, M-Z the next year. When full professors are evaluated, they will prepare an Individual Performance Record (IPR, section 10.210) for the period since the last evaluation (normally two years) or, if seeking a merit increment, since the last merit or promotion. Full professors on sabbatical assignment or leave without pay shall be exempted from evaluation if the three conditions listed above in this section are met. Those exempted from evaluation will not be evaluated until their alphabetical group is required to undergo the evaluation process.

2004-2005 Provision:

10.340 EVALUATION SCHEDULE FOR TENURED AND TENURE TRACK FACULTY

Tenured faculty members who have achieved the rank of full professor shall be reviewed every third year, and tenured faculty members who have achieved the rank of associate professor shall be reviewed every second year. This evaluation schedule is contingent upon the following conditions:

1. The faculty member is seeking a normal increase;
2. The faculty member has not received a less-than-normal recommendation in the past three (3) years; and
3. The unit Faculty Evaluation Committee does not wish to initiate consideration for other than a normal recommendation.

The triennial evaluation of full professors shall be conducted in the following manner: surnames from A-H one year, I-Q the second year, and R-Z the third year. The biennial evaluation of associate professors shall be conducted in the following manner: Surnames from A-L one year and M-Z the next year. When full and associate professors are evaluated, they will prepare an Individual Performance Record (IPR, section 10.210) for the period since the last evaluation (normally three, i.e. two years) or, if seeking a merit increment, since the last merit or promotion. Full and associate professors on sabbatical assignment or leave without pay shall be exempted from evaluation if the three conditions listed above in this section are met. Those exempted from evaluation will not normally be evaluated until their alphabetical group is required to undergo the evaluation process, except when the Provost, Dean and/or Department Chair agree to require a performance review during any year(s) of the cycle.

All other faculty will be evaluated annually. Any faculty member may request to be evaluated in any year.

Change:

This provision changes the biennial review of tenured full professors to a triennial review with 1/3rd of the alphabetical list of professors being reviewed every third year. It changes the annual review of tenured Associate Professors to a biennial review, with 1/2 of the alphabetical list of tenured Associate Professors being reviewed every other year. All pre-tenured faculty are reviewed every year.

19. 1999-2003 Contract Provision:

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11.100 SABBATICAL ASSIGNMENT

Because of its duty to provide excellence in education, the Board recognizes the need for granting sabbatical assignment to tenured faculty members for the purpose of encouraging scholarly and professional achievement for the mutual benefit of the University and the grantee.

2004-2005 Provision:

11.100 SABBATICAL ASSIGNMENT

Because of its duty to provide excellence in education, the Administration recognizes the need for and is committed to supporting as many sabbatical assignments as possible within the limits of available funding for this purpose to qualified faculty members for the purpose of encouraging scholarly and professional achievement and for the mutual benefit of the University and the grantee.

Change:

This prologue to the section simply recognizes that sabbatical leaves are awards, not entitlements based on longevity and it clarifies the administration's commitment and intent.

20. 1999-2003 Contract Provision:

11.140 PROCEDURE

Applications for sabbatical assignment shall be made by members of the bargaining unit on forms available from the Provost's office and shall be submitted to the dean no later than October 30 of the academic year prior to the year in which sabbatical assignment is desired.

The dean shall submit all applications with his/her comments and recommendations on each to the Committee on Sabbatical Assignments no later than November 20, with a statement indicating the effects each proposed sabbatical assignment would have on the academic functions of the department, as well as financial arrangements necessary to provide for the faculty member's absence.

The Committee on Sabbatical Assignments shall be composed of four (4) faculty members, two (2) from the College of Arts and Sciences, and two (2) from the schools who have been awarded sabbatical assignments by the University in prior years, serving staggered terms of two (2) years. Each year the Provost shall appoint two (2) members, one from the College and one from the schools, from a list of six (6) names provided by the Faculty Senate. The Provost, or a designee, shall constitute the fifth (5th) member of the Committee as its chairperson.

[REMAINDER UNCHANGED]

2004-2005 Provision:

11.140 PROCEDURE

Applications for sabbatical assignment shall be made by members of the bargaining unit on forms available from the Provost's office and shall be submitted to the dean no later than October 30 of the academic year prior to the year in which sabbatical assignment is desired.

The dean shall submit all applications with his/her comments and recommendations on each to the Committee on Sabbatical Assignments no later than November 20, with a statement indicating the effects each proposed sabbatical assignment would have on the academic functions of the department, as well as financial arrangements necessary to provide for the faculty member's absence.

The Committee on Sabbatical Assignments shall be composed of six (6) faculty members, three (3) from the College of Arts and Sciences, and three (3) from the schools, who have been awarded sabbatical assignments by the University in prior years, serving staggered terms of three (3) years. No faculty member shall serve more than three years out of any six years. Each year, the Provost shall appoint two (2) members, one from the College and one from the schools, from a list of six (6) names provided by the Faculty Senate. The Provost, or a designee, shall constitute the seventh (7th) member of the Committee and will serve as its chairperson.

[REMAINDER UNCHANGED]

Change:

Changes the number of faculty on the Sabbatical Assignments Committee from 4 to 6 and staggers the terms of half the committee at 3 years. Provides a mechanism for selection of committee members by the Faculty Senate.

21. 1999-2003 Contract Provision:

13.000 COMPENSATION

The following contract provision on compensation is entered into between the Board of Regents and The University of Montana Teachers Union (UFA) and sets forth the understandings of the parties in reference to the issue of compensation.

13.100 INDIVIDUAL SALARY BASE

[no change]

13.210 LESS-THAN-NORMAL INCREASE

The dean may recommend that faculty members receiving less-than-satisfactory evaluations from the Faculty Evaluation Committee or the Student Evaluation Committee be provided a less-than-normal salary increase. The dean shall submit his/her written recommendations to the Provost and state the reasons for the less-than-normal adjustment. The faculty member affected shall be provided a copy of the dean's recommendation to the Provost. The Provost's decision is final.

13.220 NORMAL INCREASE

1. 1999-2000 - The normal increase in salaries of all full-time equivalent faculty for the 1999-2000 academic year shall be 2.075 percent. This percentage increase will be added to faculty base salary effective October 1, 1999.
2. 2000-2001 - The normal increase in salaries of all full-time equivalent faculty for the 2000-2001 academic year shall be 2.075 percent. This percentage increase will be added to faculty base salary effective October 1, 2000.
3. 2001-2002 - The normal increase in salaries of all full-time equivalent faculty for the 2001-2002 academic year shall be 3.00 percent. This percentage increase will be added to faculty base salary effective November 1, 2001.
4. 2002-2003 - The normal increase in salaries of all full-time equivalent faculty for the 2002-2003 academic year shall be 3.00 percent. This percentage increase will be added to faculty base salary effective November 1, 2002.

New hires will not be eligible for the normal increase in the year their employment becomes effective.

13.230 PROMOTION

1. 1999-2000 - Faculty members promoted during the 2000-2001 academic year to the ranks of assistant professor, associate professor, or professor, consistent with the promotion procedures of this contract, shall have an amount equal to \$2,440 added to their base salary effective October 1, 1999.
2. 2000-2001 - Faculty members promoted during the 2000-2001 academic year to the ranks of assistant professor, associate professor, or professor, consistent with the promotion procedures of this contract, shall have an amount equal to \$2,440 added to their base salary effective October 1, 2000.
3. 2001-2002 - Faculty members promoted during the 2001-2002 academic year to the rank of associate professor, consistent with the promotion procedures of this contract, shall have an amount equal to \$2,500 added to their base salary effective November 1, 2001. Faculty members promoted during the 2001-2002 academic year to the rank of professor, consistent with the promotion procedures of this contract, shall have an amount equal to \$5,000 added to their base salary effective November 1, 2001.

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- 4. 2002-2003 - Faculty members promoted during the 2002-2003 academic year to the rank of associate professor, consistent with the promotion procedures of this contract, shall have an amount equal to \$2,500 added to their base salary effective November 1, 2002. Faculty members promoted during the 2002-2003 academic year to the rank of professor, consistent with the promotion procedures of this contract, shall have an amount equal to \$5,000 added to their base salary effective November 1, 2002.

13.240 MERIT

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

Faculty members receiving a merit award during the 2001-2002 or 2002-2003 academic years, consistent with the procedures of this contract, shall have an amount equal to \$2,253 added to their base salary effective November 1, 2001 or 2002.

	Number of Merits	Value of Merits
1999-2000	83	\$2,168
2000-2001	83	\$2,168
2001-2002	74	\$2,253
2002-2003	74	\$2,253

13.250 MARKET ADJUSTMENTS

Market adjustments are authorized to offer additional compensation to tenured and tenure-track faculty members of the bargaining unit. The expenditure of such adjustments will occur at the discretion of the administration in accordance with the following conditions: In cases where faculty receive written offers of employment from other institutions, the chair will seek the endorsement of the tenured and tenure-track faculty in the academic unit before presenting a case for an adjustment. In cases where faculty do not have an offer of employment but who present compelling evidence of their marketability, the chair will seek the endorsement of the tenured and tenure-track faculty in the academic unit. Before granting a market adjustment to faculty who do not have an offer of employment from another institution, the UFA-Administration Committee shall be consulted. A report of market adjustment awards will be provided to the UFA Executive Board each September for the previous fiscal year.

13.260 PERMANENT MARKET ADJUSTMENT

There will be no permanent market adjustments in the 1999-2003 contract.

13.270 INVERSION ADJUSTMENTS

There will be no inversion adjustments in the 2002-2003 contract.

13.300 SALARY FLOORS

The minimum salary for instructors, assistant professors, associate professors, and professors on academic and fiscal year contracts shall be determined using the schedule of floors included in this section. The schedule of salary floors applies to full-time academic year faculty. Fiscal year faculty floors shall be 1.22 times the academic year salary floor. Salary floors shall be prorated for appointments of .50 FTE and above.

1999-2000	
Professor	\$46,341
Associate Professor	\$36,840
Assistant Professor	\$29,523
Instructor	\$25,724
2000-2001	
Professor	\$47,175
Associate Professor	\$37,503
Assistant Professor	\$30,054
Instructor	\$26,187

These salary floors shall become effective on October 1, 1999 and October 1, 2000, respectively.

13.500 COMPENSATION OF DEPARTMENT CHAIRPERSONS

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

13.510 DEPARTMENTS OF LESS THAN NINE MEMBERS

For departments having less than nine (9) faculty members, including the chairperson: one-fifth (1/5) release time and an academic year stipend of \$2,589 for 1999-2000; and \$2,667 for 2000-2001, effective October 1, 1999, and October 1, 2000, respectively.

13.520 DEPARTMENTS FROM NINE TO SEVENTEEN MEMBERS

For departments having nine (9) to seventeen (17) faculty members, including the chairperson: one-fourth (1/4) release time and an academic year stipend of \$3,017 for 1999-2000; and \$3,108 for 2000-2001, effective October 1, 1999, and October 1, 2000, respectively.

13.530 DEPARTMENTS HAVING MORE THAN SEVENTEEN MEMBERS

For departments having more than seventeen (17) faculty members, including the chairperson: one-fourth (1/4) release time and an academic year stipend of \$3,375 for 1999-2000; and \$3,477 for 2000-2001, effective October 1, 1999, and October 1, 2000, respectively.

13.540 ADDITIONAL COMPENSATION FOR CHAIRPERSONS

The appropriate dean may review the performance and duties assigned to the department chairperson and recommend additions to the general compensation guidelines. All additions are subject to the Provost's approval. Written notification (showing recipient and amount) of each instance of additional compensation approved by the Provost will be provided to the UFA-Administration Committee within ten (10) working days of approval.

13.600 SUMMER SESSION

The rate of pay for summer session instructional activity shall be at the rate of two-ninths (2/9) of the prior academic year salary. The rate of pay shall be varied proportionately for less than full-time teaching. Full-time summer session teaching shall be defined as eight (8) credits.

LETTER OF AGREEMENT ON COMPENSATION

1. Faculty Salary Pool will increase 4% on base each year of the biennium.
2. Salary pool increases will be effective November 1 of each fiscal year.
3. The Administration will work with UFA and other constituencies to present a proposal for dependents tuition waiver before the Board of Regents.
4. The Administration will budget an additional \$102,000 in FY 2002 and FY 2003 to fund market adjustments authorized in Section 13.250. It is understood that any expenditure of market adjustment monies must be recommended by the President and approved by the Commissioner of Higher Education.

2004-2005 Provision:**13.000 COMPENSATION**

The following contract provision on compensation is entered into between the Board of Regents and The University of Montana Faculty Association (UFA) and sets forth the understandings of the parties in reference to the issue of compensation.

13.100 INDIVIDUAL SALARY BASE

[no change]

13.210 LESS-THAN-NORMAL INCREASE

[no change]

13.220 NORMAL INCREASE

1. 2003-2004 - The normal increase in salaries of all full-time equivalent faculty for the 2003-2004 academic year shall be 0.00 percent. There will be no Across the Board salary increases during this academic year.
2. 2004-2005 - The normal increase in salaries of all full-time equivalent faculty for the 2004-2005 academic year shall be \$500. This increase will be added to faculty base salary effective February 1, 2005.

New hires will not be eligible for the normal increase in the year their employment becomes effective.

13.230 PROMOTION

1. 2003-2004 - Faculty members promoted during the 2003-2004 academic year to the rank of associate professor, consistent with the promotion procedures of this contract, shall have an amount equal to \$2,500 added to their base salary effective November 1, 2003. Faculty members promoted during the 2003-2004 academic year to the rank of professor, consistent with the promotion procedures of this contract, shall have an amount equal to \$5,000 added to their base salary effective November 1, 2003.
2. 2004-2005 - Faculty members promoted during the 2004-2005 academic year to the rank of associate professor, consistent with the promotion procedures of this contract, shall have an amount equal to \$2,500 added to their base salary effective November 1, 2004. Faculty members promoted during the 2004-2005 academic year to the rank of professor, consistent with the promotion procedures of this contract, shall have an amount equal to \$5,000 added to their base salary effective November 1, 2004.

13.240 MERIT

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

Faculty members receiving a merit award during the 2003-2004 or 2004-2005 academic years, consistent with the procedures of this contract, shall have an amount equal to \$2,000 added to their base salary effective November 1, 2003 and November 1, 2004 respectively.

Number of Merits Value of Merits:

2003-2004:	70 Merits @	\$2,000.
2004-2005:	40 Merits @	\$2,000.

13.250 MARKET ADJUSTMENTS

[no change]

13.260 PERMANENT MARKET ADJUSTMENT

[remove]

13.270 INVERSION ADJUSTMENTS

[remove]

13.300 SALARY FLOORS

The minimum salary for instructors, assistant professors, associate professors, and professors on academic and fiscal year contracts shall be determined using the schedule of floors included in this section. The schedule of salary floors applies to full-time academic year faculty. Fiscal year faculty floors

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shall be 1.22 times the academic year salary floor. Salary floors shall be prorated for appointments of .50 FTE and above.

2003-2004 and 2004-2005
Professor \$47,175
Associate Professor \$37,503
Assistant Professor \$30,054
Instructor \$26,187

13.410 CONTRACT CONVERSION

[no change]

13.420 SALARY PRORATION

[no change]

13.500 COMPENSATION OF DEPARTMENT CHAIRPERSONS

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

13.510 DEPARTMENTS OF FEWER THAN EIGHT PERSONNEL

For departments having fewer than eight (8) FTE personnel directly supervised by the chairperson: a minimum of one-fifth (1/5) release time and an academic year stipend of \$2,667 for 2003-2005, effective October 1, 2003 and October 1, 2004 respectively.

13.520 DEPARTMENTS FROM EIGHT TO SIXTEEN PERSONNEL

For departments having eight (8) to sixteen (16) FTE personnel directly supervised by the chairperson: one-fourth (1/4th) release time and an academic year stipend of \$3,108 for 2003-2004, effective October 1, 2003 and October 1, 2004, respectively.

13.530 DEPARTMENTS HAVING MORE THAN SIXTEEN PERSONNEL

For departments having more than sixteen (16) FTE personnel directly supervised by the chairperson: a minimum of one-fourth (1/4) release time and an academic year stipend of \$3,477 for 2003-2004, effective October 1, 2003, and October 1, 2004, respectively.

LETTER OF AGREEMENT ON COMPENSATION

1. There will be no Across the Board (normal) salary increase provided during the 2003-04 academic year;
2. Because of budget shortfalls the number of merit awards was reduced from the level provided for in 2003. However, it is the parties' desire to restore the higher number of merits in the subsequent round of negotiations.
3. For the 2004-2005 academic year, the Provost's decision regarding the selection of merit award recipients shall not be grievable.
4. Salary increases to base as a result of promotions or merits will be effective November 1 of the appropriate academic year.
5. Normal salary base increases of \$500 per faculty member shall be effective February 1, 2005.
6. The administration agrees to work with the Office of the Commissioner of Higher Education to discuss a policy that will provide fee waivers for faculty and dependents. Should it be necessary, the Office of the Commissioner will seek legislative support for the policy.

Change:

1. *Normal Salary Increase is changed from 3% in 2002 to 0% in 2003 and \$500 increase to base per faculty (effective February 1, 2005).*

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2. *There is no change in the base salary increase received upon promotion to professor or to associate professor.*
3. *The number of merits in 2004 is reduced from 74 to 70 and the amount per merit is reduced from \$2053 to \$2000 per merit. Increases are effective Nov. 1, 2004.*
4. *The number of merits awarded in 2005 is reduced from 70 to 40 at \$2000 per merit, effective February. 1, 2005. It is agreed that the parties will seek to increase the number of merit awards back to 2003 levels during the next negotiated agreement.*
5. *Salary floors remain at the level of the 2002 contract year in both 2004 and 2005.*
6. *There is no change in the compensation of department chairs.*
7. *Department size designations are changed from the number of faculty members in the unit to the number of academic personnel (FTE) supervised.*

22. 1999-2003 Contract Provision:**13.740 RETIREMENT SYSTEMS**

Faculty are required to participate in the teachers retirement system as outlined in Section 19-4-101, et seq., MCA.

As provided by state law, any bargaining unit member who has at least five (5) full years of creditable service in the Teachers Retirement System, whose last five (5) years of creditable service were in Montana, and has attained the age of 60 or has been credited with full-time or part-time service of 25 or more years may retire with full retirement benefits.

In accordance with state law, a bargaining unit member may elect early retirement (at reduced benefits) when the member has five (5) years of creditable service, the last five (5) years of creditable service in Montana, and has attained the age of 50.

Retiring faculty members may be offered post-retirement employment up to one-third (1/3) full-time employment with the University. The terms of any post-retirement employment guarantees shall be made in writing and signed by the President or his/her designee, dean, the academic chairperson, and the President of the University Teachers' Union, and the individual faculty member.

The terms of such agreements shall be governed by state statutes and be consistent with Board of Regents policies covering post-retirement employment.

2004-2005 Provision:**13.740 RETIREMENT SYSTEMS****13.741 Montana Teachers' Retirement System.**

Faculty who participate in the teachers retirement system are subject to retirement provisions as outlined in Section 19-4-101, et seq., MCA.

As provided by state law, any bargaining unit member who has at least five (5) full years of creditable service in the Teachers Retirement System, whose last five (5) years of creditable service were in Montana, and has attained the age of 60 or has been credited with full-time or part-time service of 25 or more years may retire with full retirement benefits.

In accordance with state law, a bargaining unit member may elect early retirement (at reduced benefits) when the member has five (5) years of creditable service, the last five (5) years of creditable service in Montana, and has attained the age of 50.

13.742 University System Optional Retirement Program (TIAA-CREF)

Faculty who participate in the University System Optional Retirement Program (TIAA-CREF) are subject to the retirement provisions appropriate to their individual contracts and elected options. Authority for participation in the Optional Retirement Program is found in MCA 2001, Title 19, sec. 21.

13.743 Post-Retirement Agreements

Post-retirement agreements are authorized under Regent's Policy (712.1) and administered via UM-M Policy 15.0 (5/1/94). Retiring faculty members may be offered post-retirement employment of up to one-third (1/3) full-time employment with the University for up to three years, after which, employment (for up to one-third [1/3] time) may be extended annually as negotiated between the retiree and the University. Post-retirement agreements must be renewed annually and are subject to the availability of funding, departmental and institutional needs and priorities and the positive evaluation recommendation

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of the Dean. The terms of any post-retirement employment guarantees shall be made in writing and signed by the President or his/her designee, the dean, the academic chairperson, and the individual faculty member.

The terms of such agreements shall be governed by state statutes and be consistent with Board of Regents policies covering post-retirement employment.

Change:

Clarifies and updates this section with regard to the optional retirement system (TIAA-CREF) which has been mandatory for newly employed faculty. This section also clarifies and updates the provisions regarding post-retirement contracts.

23. 1999-2003 Contract Provision:

14.000 COPYRIGHT AND PATENT POLICIES

2004-2005 Provision:

14.000 COPYRIGHT, PATENT AND COMPUTER POLICIES

14.300 Computer and Network Usage

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

14.310 Security and Privacy

The Union 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.

14.320 Discipline

Faculty may be disciplined for violations of the Board of Regent's computer usage policies. The employer will be required to provide substantial documentation for any such discipline.

14.330 Ownership

In accordance with Regent's policy, information contained on the employer's computers and transmitted on networks maintained by the employer are presumed to be the employer's property unless otherwise limited by law or contract, but the employer does not thereby gain intellectual property rights to the stored information.

14.340 Maintenance and monitoring

The Union recognizes that maintenance and monitoring of the computer system must be performed. In the process of maintaining and monitoring the system all areas of the system may have to be accessed.

Change:

1. *The title of this section is changed from Copyright and Patent Policies to Copyright, Patent and Computer Policies.*
2. *The sections on Copyright and Patents remain unchanged.*

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- 3. A section (14.300 COMPUTER AND NETWORK USAGE) is added to address changes in state law and Regent's policy. Specific BOR policies are referenced and policy implications are reiterated.

24. 1999-2003 Contract Provision:

15.220 REASONS FOR UNCOMPENSATED LEAVES

- 1. Professional Uncompensated Leave: Leaves of absence without pay may be granted for a period normally not to exceed one (1) academic year. However, tenurable (tenured or tenure-line) faculty members, with the approval of the chairperson, dean and Provost, may take uncompensated professional leave for a period of up to two (2) academic years. While on leave, the faculty member shall be subject to the provisions of the regular faculty evaluation procedures (in Section 10.000 of this contract) for purposes of salary and promotion. Upon return, the faculty member shall assume the rank and salary as determined by the regular evaluation procedure. A faculty member cannot be evaluated for tenure while on leave. A faculty member shall provide the chairperson of the department or dean of the unit with two (2) months notice of his/her intent to take such leave. Subject to availability of funds and institutional priorities, the administration shall, for the duration of the leave, replace the services of the faculty member on leave.

2004-2005 Provision:

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- 1. Professional Uncompensated Leave: Leaves of absence without pay may be granted for a period normally not to exceed one (1) academic year. However, tenurable (tenured or tenure-line) faculty members, with the approval of the chairperson, dean and Provost, may take uncompensated professional leave for a period of up to two (2) academic years. While on leave, the faculty member shall be subject to the provisions of the regular faculty evaluation procedures (in Section 10.000 of this contract) for purposes of salary and promotion. Upon return, the faculty member shall assume the rank and salary as determined by the regular evaluation procedure. A faculty member cannot be evaluated for tenure while on leave without pay from UM-M. A faculty member shall provide the chairperson of the department or dean of the unit with two (2) months notice of his/her intent to take such leave. Subject to availability of funds and institutional priorities, the administration shall, for the duration of the leave, replace the services of the faculty member on leave.

Remainder of 15.220 remains unchanged.

Change:

No substantive change. Clarifies that a faculty member cannot be evaluated for tenure while on uncompensated leave (that is, leave without pay from UM-M), while faculty on leaves with pay from UM-M are still subject to evaluation for promotion, tenure, merit, etc.

25. 1999-2003 Contract Provision:

19.700 FORMAL GRIEVANCE PROCEDURE

- Step 2. In the event the grievance has not been resolved at Step I, the UFA may proceed to arbitration by filing a written notice of intent to do so. Notice of intent to proceed to arbitration must be filed with the President and only with the Commissioner or the Board where the grievance is based on an action by the Commissioner and/or the Board within ten (10) working days after receipt of the Step I decision and shall be signed by the President of UFA or representative. Only those acts or omissions and sections of the agreement identified at Step I may be considered at arbitration. The grievance may be withdrawn by the grievant or by the UFA at any point prior to the scheduling of the arbitration hearing.

2004-2005 Provision:

19.700 FORMAL GRIEVANCE PROCEDURE

Filing – thru Step 1. unchanged.

Step 2. In the event the grievance has not been resolved at Step I, the UFA may proceed to arbitration by filing a written notice of intent to do so. Notice of intent to proceed to arbitration must be filed with the President and the Commissioner within ten (10) working days after receipt of the Step I decision and shall be signed by the President of UFA or representative. Only those acts or omissions and sections of the agreement identified at Step I may be considered at arbitration. The grievance may be withdrawn by the grievant or by the UFA at any point prior to the scheduling of the arbitration hearing.

Change:

Includes the Commissioner of Higher Education in the notice of intent to seek arbitration.

26. 1999-2003 Contract Provision:

LETTER OF UNDERSTANDING ON ACADEMIC EQUIPMENT AND THE LIBRARY

The funds reserved for faculty computing [\$400,000 annually] laboratory and instructional equipment [\$204,200 annually] and for the Mansfield Library [\$193,825] will remain in the budget annually for their respective intended purposes. Faculty computing funds shall be allotted in their entirety for the purpose of providing information technology to bargaining unit members. The replacement process for faculty computers will be managed by the Administration. Beginning September 2002, an annual report of Faculty Computing and Laboratory and Instructional Equipment allocation expenditures will be supplied to the UFA Executive Board each September for the previous fiscal year.

What has been the Quality and Access pool has been allocated to the Schools and Colleges in their FY00 budgets for creating permanent positions within those units or for other recognized Quality and Access purposes with those units. A report of these allocations to the various units will be supplied to the UFA Executive Board in September 2001.

2004-2005 Provision:

Letter of Understanding on Faculty Computing and Laboratory/Instructional Equipment

The funds reserved for faculty computing [\$400,000 annually] laboratory and instructional equipment [\$204,000 annually] will remain in the budget annually for their intended purposes. Faculty computing funds shall be allotted in their entirety for the purpose of providing information technology to bargaining unit members. The replacement process for faculty computers will be managed by the Administration. An annual report of Faculty Computing and Laboratory and Instructional Equipment allocation expenditures will be supplied to the UFA Executive Board each September for the previous fiscal year.

Change:

The title of this section was changed to reflect the fact that it deals only with faculty computing and Laboratory/Instructional Equipment funds identified as line items in the general fund budget. Library funds were moved into the base budget of the Mansfield Library and are no longer identified as a separate budget item. Such funds were, therefore, eliminated from this LOU. The Quality and Access pool was also moved into base budgets of units and is also not identified as a separate line item.

27. 2004-2005 Provision:**Letter of Agreement on Evaluation Period of Review**

1. The period of review for purposes of faculty evaluation for promotion, tenure or salary consideration will use the previous academic year(s) as the unit of review. That is, the review period will be from September 1 through August 31 to include the academic year and relevant summer session(s).

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2. It is understood that during the academic review period of 2003-04, faculty may have included documentation and information from the period of September-October, 2003 in a previous review. Duplication of this information will be allowed during the 2003-04 review period only.

Change:

Because section 10.210 changes the period of review from October 16 thru October 15 to September 1 thru Aug.31, there is a period of 1 month (Sept.-October) which may have been used by faculty in a previous evaluation. This LOU provides for such possible duplication only during the 2003-04 review period.