

**Summary of Tentative Agreements
Between
Montana University System
and
The University Faculty Association
June 8, 2005**

1. 2.600 CONTRACT TERM

This contract shall be in full force and effect from ten (10) working days after ratification or July 1, 2005, whichever is later, to and including June 30, 2009, 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 (4) 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, 2007. Negotiations for compensation for the period of July 1, 2007 to June 30, 2009 will commence according to CBA 2.700. At that time the parties may only by mutual consent open other sections of this contract for re-negotiation. Negotiations for the entire agreement for the period after July 1, 2009 will commence according to CBA 2.700.

2. 2.700 NEGOTIATION AND SUBMISSION OF PROPOSALS

The parties shall meet no later than seven and one-half (7 ½) months prior to the expiration date of the contract to commence negotiations. At the initial meeting the parties agree to exchange lists of new items and of those existing articles they intend to modify, amend, delete, or otherwise change. The scope of bargaining during that round of negotiations shall be limited to provisions included on the exchange of lists. However, the parties may mutually agree to expand the list at any time.

No change in second paragraph.

3. 3.600 REASSIGNMENTS – UFA

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 for the following academic year prior to the end of spring semester or as soon as possible thereafter. 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.

4. 6.200 ACADEMIC RESPONSIBILITY

Change third paragraph to read:

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. Each faculty member shall provide an electronic copy of their current syllabi within thirty (30) days of the start of the semester to their academic Dean. 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.

Change fourth paragraph to read:

The faculty member shall 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 shall 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 shall 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.

Change last paragraph to read:

These functions and responsibilities shall 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.

5. 7.200 REASSIGNED TIME — FACULTY SENATE

Change second paragraph to read:

The portion of the assignment from which the representatives will be reassigned shall be determined by the Administration in consultation with the affected employee prior to the end of spring semester for the following academic year or as soon as possible thereafter.

6. 9.220 RANK AND 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 initial appointments at the rank of professor, associate professor, and assistant professor shall be probationary. An initial tenure-track appointment at the rank of instructor shall be probationary only with prior written approval by the Provost.

No probationary appointment may be made to a line which is not supported by at least 50% state appropriated funds. Probationary faculty shall not be restricted from seeking outside funding to support their research scholarship/creative activities.

All full-time service at The University of Montana in the rank of assistant professor, associate professor, or professor shall count as probationary service toward tenure. Full-time service at The University of Montana at the rank of instructor shall count as probationary service toward tenure only with prior written approval by the Provost. Pro rata credit will be given for all full-time service for any academic term except summer session.

Specific exceptions regarding creditable probationary service toward tenure may be granted by the President in a written agreement separate from the employment contract.

7. 9.240 CREDIT FOR PROBATIONARY SERVICE

Change first paragraph to read:

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 assistant professor (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 assistant professor (or its equivalent) or higher may be granted 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 may 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.

8. 9.310 ELIGIBILITY FOR TENURE APPLICATION

A probationary appointee shall be eligible to make an application for tenure:

1. after the appointee has completed five (5) years of credited service toward tenure, that is: during the sixth (6) year of credited employment.

No changes to remainder of section.

9. 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. Exceptions to this requirement are limited to those members of the bargaining unit who are in their first year of service at The University of Montana or who are on a terminal year contract. These individuals are not required to prepare nor submit an IPR. 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:

1. **Promotions:** All service in the current rank or since the documentation was prepared for the last promotion.
2. **Tenure:** The entire probationary period including credited prior service.
3. **Merit:** The time since the documentation was prepared for the last granted merit or promotion, whichever is shorter.
4. **Normal and Less-Than-Normal:** The record of the previous year(s) as appropriate (see Section 10.340 for the evaluation schedule of tenured and tenure-track faculty).

Remainder of section unchanged.

10. 12.210 UNIVERSITY SPONSORED PROFESSIONAL SERVICES

Change paragraphs three and four to read:

Except for continuing education credit courses to a maximum of the equivalent of four (4) credits per semester, no person on academic or fiscal year contract may earn compensation from the University for service in addition to regular salary during any day of regular employment during the term of the contract unless there has been prior written approval by the Provost or the Vice President for Research and Development as appropriate. The Vice President for Research and Development shall approve extra compensation for research activities and the Provost shall approve all other activities for which extra compensation is requested (e.g. teaching extra to load, etc). The Provost or the Vice President for Research and Development may not approve compensation which is to be paid through the University in addition to regular salary for more than one (1) day or equivalent of employment in any week for the period for which the individual is employed full time by the University.

Prior to performance of any services for extra compensation to be paid by or through the University, both the rate and the aggregate amount thereof must be approved in writing by the Provost or the Vice President for Research and Development as appropriate. No compensation for services in addition to regular salary may be approved except on the recommendation of the department chairperson and dean.

11. 12.220 NON-UNIVERSITY SPONSORED PROFESSIONAL SERVICES

The University and the faculty recognize the potential value of making available to the community the professional competence and technical knowledge of University faculty members through outside employment. Some professional activity, which may be remunerated by third parties, is essential to retaining and enhancing professional competence. Some continuing professional activity, which may or may not be compensated, is required by some external accrediting bodies.

Full-time employment by the University shall be considered the primary, but not exclusive, employment of the individual, and he/she shall limit other compensated professional activity, such as consulting, so as not to impair his/her educational effectiveness or otherwise interfere with his/her professional responsibilities to the University. Outside activities shall not involve a conflict of interest or possible interference with objectivity in teaching or research. If the dean feels that such outside

activities may be interfering with the scope or quality of the faculty member's performance or may constitute a conflict of interest, the dean shall consult with the faculty member to try to resolve the problem. Should the Provost or dean still believe the problem is unresolved he/she may, with the concurrence of the UFA-Administration/Contract Maintenance Committee, require submission by the faculty member of a report on outside compensated professional activities during the previous year. Submission of the report shall be considered the responsibility of a faculty member under Article 6.200. Based upon the provisions of the CBA, University Policy, and Regents Policy, the Committee will make a determination if the activity constitutes a conflict of interest or an interference in the objectivity of research or teaching. If such a conflict or interference is found, the Provost and dean will request that the faculty member cease the questioned activity. Failure to do so on the part of the faculty member may be grounds for action under Article 18.300.

In all private consulting engagements, the client must be informed in writing that the faculty member is acting as a private consultant; that The University of Montana is in no way a party to the contract or liable or responsible for the performance thereof; and that The University of Montana is not liable in any way for property of the client utilized for tests, observations, or otherwise in connection with the consulting engagement, nor for consequent damages. The name of the University shall not be used in advertising or in any other way without the express consent of the Provost and appropriate dean.

No employee may use University supplies, facilities, personnel, or services to earn compensation from non-University sources without prior determination of appropriate reimbursement and written approval by the Provost and the Vice President for Administration and Finance upon recommendations made by deans. Use of office, studio, or laboratory space provided for a faculty member's exclusive use for his/her professional activities as part of University employment to earn compensation from non-University sources must similarly be approved. In the case of externally funded research, these costs must be included in the indirect cost calculations for the proposal.

No full-time member of the bargaining unit may offer or provide services in competition with the University, or teach courses offered by other institutions during the individual's contract period without written consent of the Provost and dean.

Several types of faculty activity, outside of regular University duties, are considered consulting for the purposes of this contract. The definition of consulting used by the Board of Regents is (all conditions must be met):

1. any additional activity beyond duties assigned by the institution;
2. professional in nature;
3. based in the appropriate discipline;
4. the individual receives additional compensation.

Moreover, the University also has a Policy on Consulting (Policy 101.5) to which faculty members are referred. The reporting of non-university sponsored professional activity is found in section 12.400.

Private citizen activities as described in section 6.100 of this agreement are not considered consulting.

12. 13.220 NORMAL INCREASE

1. 2005-2006 - The normal increase in salaries of all full-time equivalent faculty for the 2005-2006 academic year shall be 3.5 percent. This percentage increase will be added to faculty base salary effective October 1, 2005.
2. 2006-2007 - The normal increase in salaries of all full-time equivalent faculty for the 2006-2007 academic year shall be 4.0 percent. This increase will be added to faculty base salary effective October 1, 2006.

13.230 PROMOTION

1. 2005-2006 - Faculty members promoted during the 2005-2006 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 October 1, 2005. Faculty members promoted during the 2005-2006 academic year to the rank of professor, consistent with the promotion procedures of the contract, shall have an amount equal to \$5,000 added to their base salary effective October 1, 2005.
2. 2006-2007 - Faculty members promoted during the 2006-2007 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 October 1, 2006. Faculty members promoted during the 2006-2007 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 October 1, 2006.

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 2005-2006 or 2006-2007 academic years, consistent with the procedures of this contract, shall have an amount equal to \$2,000 added to their base salary effective October 1, 2005 and October 1, 2006 respectively.

	Number of Merits	Value of Merits
2005-2006	80	\$2,000
2006-2007	80	\$2,000

13.510 DEPARTMENTS OF FEWER THAN EIGHT PERSONNEL

For departments having fewer than eight (8) FTE personnel directly supervise by the chairperson: a minimum of one-fifth (1/5) release time and an academic year stipend of \$2,800 for 2005-2006 and \$2,900 for 2006-2007 effective October 1, 2005, and October 1, 2006, respectively.

13.520 DEPARTMENTS FROM EIGHT TO SIXTEEN PERSONNEL

For departments having eight (8) to sixteen (16) FTE personnel directly supervised by the chairperson: a minimum of one-fourth (1/4) release time and an academic year stipend of \$3,200 for 2005-2006 and \$3,400 for 2006-2007, effective October 1, 2005, and October 1, 2006, 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 \$3,600 for 2005-2006 and \$3,900 for 2006-2007, effective October 1, 2005, and October 1, 2006, respectively.

All remaining sections of Article 13.000 to remain unchanged

13. 16.200 Departmental Chairpersons

Bargaining Unit members who are appointed chairperson or director of the units listed in 10.120 shall be considered chairpersons for the purpose of this contract.

14. 16.240 EVALUATION OF DEPARTMENT CHAIRPERSONS

Change #1 to read:

1. The evaluation of the departmental chairperson as a faculty member will occur in accordance with Section 10.000. The procedure for further recommendations and appeal will be the same as that prescribed for other faculty.

15. LETTER OF UNDERSTANDING ON FACULTY COMPUTING AND LABORATORY/ACADEMIC EQUIPMENT

The funds reserved for faculty computing [\$400,000 annually] laboratory and academic 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 faculty members. The replacement process for faculty computers will be managed by the Administration.

The following items reflect no substantive change in the agreement. They are housekeeping or clarification in nature.

16. 3.100 RECOGNITION

Change only first paragraph to read:

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 or fiscal year appointment to the rank of instructor, assistant professor, associate professor, and professor with appointments that are half-time or greater. 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.

17. 9.300 RIGHTS OF TENURED APPOINTEES

Change last paragraph to read:

By an agreement signed by the Provost, the faculty member, the academic chairperson, and the dean, a tenured faculty member may permanently reduce his/her tenured appointment from 1.00 FTE to not less than .50 FTE. Thereafter, the faculty member will have tenure over only the agreed portion of the reduced appointment.

18. 10.100 EVALUATION STANDARDS

Change second paragraph to read:

The Provost has the responsibility to identify any Unit Standards not in compliance with the University-wide standards contained in Section 10.110. The University Standards Committee shall work with units to bring the Unit Standards into compliance pursuant to Section 10.250 and following the guidelines in Section 10.120. Until those changes are made, the Unit Standards remain in force. Subsequent to the effective date of this contract, whenever University Standards as contained herein and Unit Standards conflict with each other, or are otherwise inconsistent with each other, in any aspect of this agreement, the University Standards shall control all interpretations and applications. University Standards shall be the minimum standards. Units may impose more stringent standards.

19. 10.120 UNIT STANDARDS FOR FACULTY EVALUATION

1. **Units for Which Evaluation Standards are Required:** The current academic units under the respective headings of The University of Montana 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, Modern and Classical Languages and Literatures, Geography, Geology, History, Liberal Studies, 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, Music

Forestry and Conservation

Ecosystem and Conservation Sciences, Forest Management, Society and Conservation

Journalism

Print Journalism, Radio/TV
Mansfield Library
Health Professions and Biomedical Sciences

Biomedical and Pharmaceutical Sciences (Skaggs School of Pharmacy),
Pharmacy Practice (Skaggs School of Pharmacy), School of Physical
Therapy and Rehabilitation Science, School of 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.

Rest of section to remain unchanged

20. 10.330 APPROPRIATE REMEDIAL ACTION

Change first paragraph to read:

The normal remedy for any prejudicial errors, omissions, or defects in the process of evaluation of faculty for promotion and tenure 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.

Delete #5.

21. 10.340 EVALUATION SCHEDULE FOR TENURED AND TENURE-TRACK FACULTY

Change second paragraph:

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 or 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 that the Provost, dean, and/or department chair agree to require a performance review during any year(s) of the cycle.

22. 16.210 APPOINTMENTS

The department chairperson is appointed by the Provost of the University upon recommendation of the dean and approved by the President. The dean shall consult

with the appropriate unit faculty prior to making a recommendation. The chairperson may hold academic tenure as a faculty member but not as a chairperson.

23. 18.520 DISCONTINUANCE

3. Upon recommendation of the President of the University, the Review Committee, and the Commissioner of Higher Education in accordance with the procedures in 18.530.

24. 22.000 DEPENDENT PARTIAL TUITION WAIVER

Permanent employees must be employed at least $\frac{3}{4}$ time for five or more consecutive years before being eligible for a dependent tuition waiver benefit. Employees who utilize the faculty and staff tuition waiver are not eligible for a dependent tuition waiver during the same academic term. Only one dependent may utilize the dependent tuition waiver in an academic term. A dependent includes the employee's spouse, and financially dependent children as defined by the Internal Revenue Code who are unmarried and under age 24.

The tuition waiver benefit for dependents shall be for 50 percent of the residential tuition. In no case may registration, course fees or any other mandatory or miscellaneous fees be waived. Dependents may utilize the tuition waiver benefit to take courses at a college of technology or in any other two-year or certificate programs and to obtain a first baccalaureate degree at any unit of the university system. Dependents may not use the tuition waiver benefit to attend law school or obtain a graduate degree. The tuition waiver does not apply to non-credit, continuing education or other self-supporting courses.