

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MONTANA BOARD OF REGENTS OF HIGHER EDUCATION

AND

THE UNIVERSITY OF MONTANA-MISSOULA
COLLEGE FACULTY ASSOCIATION Local 4610B,
MPEA, AFT, AFL-CIO

JULY 1, 2017 THROUGH JUNE 30, 2025

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ARTICLE 1 – PREAMBLE

1.000 PREAMBLE

The parties agree to ensure the implementation and protection of the Missoula College mission, which is to “create a comprehensive, accessible, student-centered learning environment that fosters individual growth, facilitates workforce development, and provides a foundation for advanced academic achievement.” A healthy and supportive work environment for faculty and administration is vital to ensure fulfillment of this mission.

The terms and conditions of employment for faculty in the bargaining unit represented by the University of Montana-Missoula College Faculty Association (MCFA) and the rights of the parties to this agreement shall be the same, where applicable, as those contained in the collective bargaining agreement between the University Faculty Association of The University of Montana-Missoula and the Montana University System effective July 1, 2017, through June 30, 2025, hereinafter referred to as the UFA CBA except for the additions and changes listed below. All such changes and additions supersede any conflicting provision of the UFA CBA. Any interim or future changes or additions to the UFA CBA are not applicable to the MCFA bargaining unit unless agreed upon by the Commissioner of Higher Education and the MCFA.

DEFINITIONS AND GENERAL PROVISIONS

The University of Montana-Missoula College Faculty Association All references contained in the CBA to the University Faculty Association shall mean The University of Montana-Missoula College Faculty Association hereinafter referred to as the MCFA.

The Board All references in the CBA to the Board shall mean the Montana University System Board of Regents.

University of Montana

All references in the CBA to University of Montana shall mean The University of Montana-Missoula College.

Research, Scholarship or Creative Activity All references to research, scholarship or creative activity shall mean scholarship as defined in The University of Montana-Missoula College department-specific unit standards.

Bargaining Unit The bargaining unit is defined in CBA Section 3.100.

ARTICLE 2 – CONTRACT MANAGEMENT

2.000 CONTRACT MANAGEMENT

2.100 SEVERABILITY

It is understood and agreed by the parties to this agreement that any provision inconsistent with or contrary to law shall be considered as deleted from the agreement without harm to the remaining provisions of the agreement. If any article or section of this agreement or any addendum to it should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement and addenda shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

2.200 INDIVIDUAL EMPLOYMENT CONTRACTS

Any individual employed in a position within the bargaining unit, or reappointed to a position within the bargaining unit, shall be given an individual contract. The total employment between the individual and the employer shall be comprised of this collective bargaining agreement, the individual contract, and any matters incorporated into either document by specific reference. No other terms or oral or written representation by whomever made shall modify or amend the resulting total agreement. The

individual contract shall be subject to the terms of the collective bargaining agreement, and no employee in the bargaining unit shall, as a result of any individual contract, be denied the benefit of terms of this agreement to which the employee would otherwise be entitled.

2.210 AMENDMENT

Should a mutually acceptable amendment to this agreement be negotiated by the parties, it shall be written and submitted for appropriate ratification procedures of the Board and FA. At such time as it is ratified by both the Board and the members of the unit, it shall become a part of the agreement.

2.220 PREVIOUS LETTERS OF AGREEMENT

Previous letters of agreement, sidebar agreements, and letters of understanding between the Administration (including the Board of Regents and the Office of the Commissioner of Higher Education) and the FA, prepared by the FA-Administration Committee or other principals, executed prior to the start of this agreement that are not incorporated into this contract by specific reference or verbatim inclusion are null and void, in keeping with Section 2.500. This provision shall specifically exclude letters of offer extended to individual faculty, and grievance settlements.

2.300 EFFECT BY PASSAGE OF LAW

Any provision of this agreement which is contrary to law, but becomes legal during the life of this contract, shall take immediate effect upon the enactment of such legislation.

2.400 DISTRIBUTION OF CONTRACT

Upon final ratification and approval of this agreement, the employer shall have adequate equal quality copies of the agreement printed; 50 shall be provided to the UM-MC and the Administration shall provide to any member of the bargaining unit a copy upon request. The contract cover will include the seal of The University of Montana and the UM-MC insignia. The parties shall share equally the costs of printing. The official

version of this contract shall exist in electronic form and be posted on a world-wide-web site. The Administration will publicize the address of the site so that all members of the bargaining unit will be informed of its presence and for download of the most recent official version of the CBA. The FA-Administration Committee shall jointly publicize changes in the CBA.

2.500 ENTIRE AGREEMENT

It is mutually agreed that this collective bargaining agreement is the master agreement for all faculty members in the bargaining unit and that it constitutes the entire agreement between the parties on all bargainable matters. This agreement also terminates all prior contracts, agreements, and understandings with any employees in the bargaining unit and concludes all collective negotiations on any item whether contained herein or not during its term. It further supersedes any rules, regulations, or policies of the University or the Regents of Higher Education which are contrary to or inconsistent with its terms and is controlling over any individual contracts between the employer and any employee in the bargaining unit. In the instance of employment involving grants, contracts, or other sponsors or outside funding sources, special conditions which are in addition to or differ from the terms of this agreement may be specified on the face of an individual contract and shall be binding during the term of that agreement if approved by an authorized FA President or designee.

2.600 CONTRACT TERM

This contract shall be in full force and effect from ten (10) working days after ratification or July 1, 2019, whichever is later, to and including June 30, 2025, 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. Negotiations for the entire agreement for the period after July 1, 2025 will commence according to CBA 2.700.

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 proposals for negotiation ground rules and to set a date for the next meeting when parties will 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. The FA and Board agree to commence negotiation within a mutually agreeable time after the lists have been exchanged, but no later than fifteen (15) calendar days after the exchange.

2.800 NON-DISCRIMINATION

Faculty have the right to a professional, productive, and healthy workplace, the totality of which is subject to collective bargaining to define all of the terms and conditions of employment and the rights of the parties to the agreement. Therefore, either the Board nor the FA shall discriminate on the basis of race, color, sex, religion, sexual orientation, creed, age, physical disabilities, marital or familial status, national origin, political activity, or participation in labor organizations, and both agree to uphold citizenship rights and constitutional guarantees. The employer and the FA are bound by the Vietnam Era Veterans Readjustment Assistance Act and applicable regulations there under, including CFR 60-250.4(a), which are incorporated as part of this agreement by reference. Neither the employer nor the FA will discriminate against any employee or applicant for employment because he/she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. Further, no faculty member shall suffer any form of discrimination or retaliation, nor loss of opportunity or loss of privileges resulting from the free exercise, discussion or any reference to any of the provisions in this collective bargaining agreement. Non-discrimination shall include workplace adjustments in faculty assigned duties (Sections 6.210, 6.220) using procedures

similar to those under faculty modified duties (Section 11.200) for disabilities that qualify under the Americans with Disabilities Act.

In furtherance of these objectives, the Administration will provide information to faculty about discrimination and sexual harassment prevention.

2.900 NO STRIKE, NO LOCK-OUT

The Board and the FA agree not to engage in strikes, work stoppages, or lock-outs.

ARTICLE 3 – UNION RIGHTS

3.000 UNION RIGHTS

3.100 RECOGNITION

The Board of Regents (Board) recognizes the FA 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. The bargaining unit includes faculty based on Missoula College campus and non-Mountain campus faculty at the Bitterroot College campus. In addition, adjunct faculty on term-by-term appointment who are half-time or greater (consistent with UM Policy 101.2; 07/01) 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, library faculty holding academic rank, replacement faculty, and otherwise eligible persons on terminal contract.

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

Excluded from the bargaining unit are, 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, and faculty within the University Faculty Association. Other directors of research units, centers and institutes (BOR 218.1) will be subject to annual scrutiny by the FA-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.

The FA-Administration Committee shall review all present academic appointments consistent with the above criteria and prepare and sign an agreed list of all persons within the bargaining unit and a list of all persons agreed to be outside the bargaining unit. This process shall be completed within the first forty-five (45) working days of each semester. 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.

Monthly reports on the current FTE status of all faculty employment shall be provided to the FA.

3.200 UNION SECURITY

*** AGENCY FEE WILL BE ADMINISTERED IN ACCORDANCE WITH CURRENT LAW NOTATION ADDED APRIL 2021.**

During the term of this agreement members of the bargaining unit shall:

1. become members and pay dues and membership fees to the FA, or;
2. pay the representation fee to the FA for the Administration of the agreement. The FA will establish

the amount of the representation fee in accordance with all legal requirements.

The Administration is responsible for informing new hires of their obligations under this collective bargaining agreement to the extent of the inclusion of an "information sheet," jointly agreed to by the Administration and the FA and provided to the Administration at the expense of the FA.

Each new member of the bargaining unit has thirty (30) calendar days to exercise the option of becoming a member of the FA or, becoming a representation fee payor. If one of these options is not selected within the thirty days, new members of the bargaining unit automatically become representation fee payers.

Members of the bargaining unit previously (before July 1, 2009) electing to contribute an amount equivalent to the representation fee to the UFA, to be forwarded by the FA to an authorized charitable organization, may continue making these contributions. Faculty hired after July 1, 2009 shall not have this option. Should an existing charity contributor leave the bargaining unit and subsequently return, they must reinstate their charity option within thirty (30) days of their return to the bargaining unit on a form provided by the FA. All proceeds that are collected as a result of civil action by the FA as hereinafter provided shall belong to the FA and

cannot be designated for charitable purposes. Nothing contained in this paragraph shall remove such employees from the bargaining unit.

Representation fee payers may become FA members and FA members may become representation fee payers at any time by making the necessary arrangements with the FA office. Charity contributors may become representation fee payers or FA members at any time by making necessary arrangements with the FA office. However, in surrendering the charity status to become a member or representation fee payer, the charity option may never be reclaimed.

The dues, fees, or contributions provided for herein may be paid

annually by direct payment to the FA or on a monthly basis by payroll deduction.

Upon written authorization of any bargaining unit member, the employer shall deduct from the pay of the employee the monthly dues, fees, or contributions as certified by the FA and shall deliver all monies thereby collected, along with an itemized list of said deductions, to the treasurer of the FA who shall acknowledge each receipt thereof in writing. Direct annual payments shall be made by October 31 or payroll deduction shall be authorized within thirty (30) days of the beginning of fall term orientation activities or within thirty (30) days after initial employment whichever is later. In the event that a faculty member does not authorize a payroll deduction in time to meet the payroll deadline for August, those dues, fees or contributions shall be deducted, along with current dues, from the next succeeding month's pay.

In no event shall failure to pay the obligations result in termination of employment or otherwise affect the terms and conditions of employment of any employee in the bargaining unit. Any employee in the bargaining unit who fails to pay the authorized obligation shall be subject to:

Step 1. A joint conference with a representative from the FA and a representative of the Administration at which the duties and obligations of the employee are explained to him/her.

Step 2. Civil action by the FA for damages against the employee.

The Administration will cooperate with the FA for the purposes of enforcing this section of the contract.

The FA shall protect and hold harmless the University from any and all claims, demands, suits, or any costs or fees related thereto, by reason of the FA's performance or enforcement of the provisions of this section.

3.300 INFORMATION AND DATA

Upon request the Board agrees to furnish, within a reasonable time, the FA and the University Mansfield Library with copies of: (1) budgets for the Board of Regents and for each institution in the MUS, (2) minutes of the Board meetings, (3) general policy statements, and (4) public information used in the preparation of budgets. Neither the Commissioner, the University administration, nor the FA shall be required, without an effective written waiver, to provide the other party with information that is privileged, confidential, or which would require the revelation of personal information of a private nature. Voluminous information shall be made available for inspection at its normal place of retention or, upon request, will be provided to the other party at reproduction cost. Any and all of this material may, at the discretion of the Administration, be placed on an appropriate world-wide-web site.

3.400 OFFICE SPACE AND MEETING ROOMS

The FA shall have the right to meet in rooms of the University which are unscheduled for other use.

3.500 ADDRESSING THE BOARD

Officers of the FA shall have the right to address the Board on relevant topics, providing that the FA notifies the Administration and the Commissioner in writing ten (10) working days in advance of any regularly scheduled Board of Regents meeting. Such notice shall contain a statement regarding the topic which shall be placed on the regular Board agenda.

ARTICLE 4 – FACULTY RIGHTS AND WORKING CONDITIONS

4.000 FACULTY RIGHTS AND WORKING CONDITIONS

In addition to the rights delineated elsewhere in this agreement, the faculty members shall be entitled to the following rights and working conditions:

4.100 SAFETY

The University shall provide a place of employment which does not endanger the health or safety of any member of the faculty. Faculty members shall notify the employer of any safety or health hazards observed incident to employment, and the employer shall investigate and institute appropriate remedial action.

In addition, a faculty member, based on a reasonable, good faith belief, shall have the rights to:

1. make a Behavioral Intervention Team (BIT, or similar entity should the name change) referral involving a student to the Dean of Students when the referring faculty member concludes a student's behavior could threaten the health and safety of the student or the campus community. Health and safety may include mental health concerns. Faculty can use the BIT Referral Form.
2. report a suspected Student Code of Conduct violation, including but not limited to disruptive classroom student behavior, to the Dean of Students.
3. make anonymous BIT referrals. If a BIT Referral Form is designated by person making referral as ANONYMOUS, the referral shall be considered anonymous by all parties and in all subsequent University proceedings to the full extent permissible by law. No inferences about the identity of the person making the referral shall be allowed in any subsequent or related proceedings except as required by law.
4. contact the Counseling and Psychological services professional on call if they believe a student to be suicidal or suffering from symptoms of serious mental illness. In such cases, a call to campus or local law enforcement authorities may also be warranted.

No faculty member shall be subjected to adverse University action or reprisal of any kind for making a BIT referral, or failing

to make a BIT referral, or for doing any of the actions, or failing to do any of the actions, in #1-4 above. It is understood that BIT referrals and inclusive materials are kept confidential unless otherwise prescribed by law or released by mutual agreement.

4.200 PROFESSIONAL REQUIREMENTS

4.210 OFFICE FACILITIES

The employer recognizes the need for employees to have access to space for conducting student counseling or other sensitive situations in private. In those situations where such space is needed and the employee does not have an enclosed office, the employer agrees to work towards alternative, mutually agreeable arrangements.

4.220 SUPPORT STAFF AND MATERIALS

Funds will be reserved for faculty computing, laboratory and academic equipment. 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.

The replacement process for faculty computers will be managed by the Administration. All tenure-track and tenured faculty members will be offered and receive new computers at least every 4 years, unless a faculty member agrees otherwise. Non-tenurable faculty will be offered updated computers as they become available.

Faculty members should inform the Dean's office in writing of 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 Dean's office 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.

4.230 TRAVEL EXPENSES

Expenses incurred incident to authorized professional travel shall be reimbursed in accordance with state statutes.

Authorized professional travel shall include, but not be limited to, attendance and/or participation in professional meetings, workshops, seminars, conferences, institutes, visitations, evaluations, inspections, and field trips for students. Time off campus for travel under this section should not interfere with or reduce the faculty member's contributions to the University and its operations.

4.300 AMENITIES

4.310 PARKING

Each employee shall be provided parking on College property where they work. 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.

4.400 RIGHTS SPECIFIC TO FISCAL-YEAR FACULTY

4.410 CONTRACT OPTIONS

Persons on a fiscal-year contract may request conversion to an academic year contract at the established conversion factor.

4.500 PERSONNEL FILES

Each faculty member shall have only one official personnel file which shall reside in the office of the Director of Human Resource Services and shall be under his/her direct control and

supervision. Other repositories for information concerning a faculty member may exist, as in the office of the appropriate dean or chairperson, but no item of content may be construed by its presence in these additional repositories to belong to the official personnel file of a faculty member.

Each faculty member's personnel file shall be open to him/her, except for confidential correspondence connected with initial employment.

The opportunity to rebut, comment on, and/or clarify any unfavorable item in the file shall be guaranteed to the faculty member. Such rebuttal, commentary, and/or clarification shall be attached to the relevant item in the file.

The personnel file shall contain any mandatory evaluation results.

Copies of any item in his/her personnel file shall be provided to the faculty member upon request at his/her expense.

No anonymous material shall be placed in a personnel file.

ARTICLE 5 – MANAGEMENT RIGHTS

5.000 MANAGEMENT RIGHTS

As provided by Montana statute (Section 39-31-303, MCA) except as modified by this agreement, the employer shall have the prerogative to operate and manage its affairs in such areas as, but not limited to:

1. direct employees;
2. hire, promote, transfer, assign, and retain employees;
3. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
4. maintain the efficiency of government operations;

5. determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
6. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
7. establish the methods and processes by which work is performed.

5.100 PERFORMANCE BY DESIGNEE

Any responsibility assigned to a specific representative of the Administration may be performed by either a designee or the specific representative. However, the specific representative remains responsible for the actions of such designee.

ARTICLE 6 – ACADEMIC FREEDOM AND RESPONSIBILITY

6.000 ACADEMIC FREEDOM AND RESPONSIBILITY

6.100 ACADEMIC FREEDOM

The University of Montana has had a long tradition of, and a deep commitment to, academic freedom. The welfare and strength of the University and of society at large depend upon the free search for truth and its free expression. To this end, The University of Montana shall recognize and protect full freedom of inquiry, teaching, research, discussion, study, publication, and for artists, the creation and exhibition of works of art, without hindrance, restriction, equivocation, and/or Board or Administration reprisal. This right extends to other facets of campus life to include the right of a faculty member to speak on general educational questions or about the administration and operation of his/her own institution and the Montana University System. The right of academic freedom shall be the right of every faculty member whether tenured or untenured.

The parties to this agreement shall also recognize that each faculty member is a citizen and a member of a learned

profession, as well as an employee of an educational institution. When he/she speaks or writes as a citizen, he/she shall be free from institutional censorship or discipline. When acting as a private citizen, the faculty member has an obligation to make it clear that he/she speaks, writes, and acts for himself/herself and is not acting as a representative of The University of Montana or the Montana University System.

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 member of a faculty, each person is expected to relate in a 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. The expectation of professionally respectful behavior by faculty shall, likewise, be reciprocal for UM Administrators whereby they relate to faculty in same manner. Faculty shall not be subject to abuse, threats, intimidation, bullying, discrimination (Section 2.800) or unprofessional behavior, nor shall they subject others to abuse, threats, intimidation, bullying, discrimination, or unprofessional behavior. The definition of a safe and healthy workplace (Section 4.100) shall include professionalism as defined (Section 6.200) and non-discrimination (Section 2.800).

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 database for access by students. Each faculty member shall provide to the

Dean an electronic copy of their current syllabi within thirty (30) days of the start of the semester (see Article 13.100 on Copyright Policy). 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 career and technical training, 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.

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.

6.210 INSTRUCTIONAL WORKLOAD

The Dean is responsible for assigning faculty teaching workload, subject to the approval of the Provost, giving

consideration to the recommendations of the department chair. The instructional portion of the workload shall be that deemed sufficient to meet programmatic needs as determined by the dean in consultation with unit faculty. While it is not expected that the teaching portion of workloads be identical, assignments must be made relative to the total activity of faculty (including research/scholarship/creative activity and service).

6.220 APPEAL OF WORKLOAD ASSIGNMENT

Workload assignments described in Section 6.210 may be appealed to the Dean. If the Dean's response is unsatisfactory to the faculty member, a workload appeals committee will be formed, composed of five tenure-line faculty members serving staggered four-year terms. The MCFA shall appoint two members, the Administration shall appoint two members, and the foregoing four members shall select unanimously the fifth member. All committee members must be members of the MCFA bargaining unit. The procedural rules of the committee shall be as follows: Both the Dean, or chairperson, and faculty member shall make formal proposals concerning the assignment of workload to the committee. The committee will be charged with resolving the differences. Such a resolution may include selecting one of the formal proposals or a compromise assignment. In making its decision, the committee will attempt to balance the following standards:

Both the dean, or chairperson, and faculty member shall make formal proposals concerning the assignment of workload to the committee. The committee will be charged with resolving the differences. Such a resolution may include selecting one of the formal proposals or a compromise assignment. In making its decision, the committee will attempt to balance the following standards:

- Conformity of the assignment with Unit Standards and the CBA.
- Demonstrated need for the assignment, according to departmental, college/school, or University demands, or in order to meet University-wide productivity guidelines.

- Probability of the successful completion of the proposed assignments.
- Conformity of the assignment with equitable distribution of teaching loads within the department.
- Continuity of the professional development of the faculty member with regard to the management of the faculty member's progress in research/creative activity and service.

The committee shall submit its recommendation to the Provost. The Provost's decision shall focus solely on the committee's application of the above listed standards. The Provost's decision can be grieved pursuant to section 19.000 only if it is in conflict with a four-to-one or five-to-zero vote of the committee in favor of the faculty member.

ARTICLE 7 – ACADEMIC GOVERNANCE

7.000 ACADEMIC GOVERNANCE

7.100 FACULTY SENATE

The FA, as the elected bargaining agent, retains exclusive right to negotiate and reach agreement on all matters pertaining to salaries, benefits, and terms and conditions of employment. Without waiving this right, the FA and the Board recognize the desirability of a democratic governance system for faculty in areas of academic concern. Such a governance system shall be implemented through a democratically elected and representative Faculty Senate.

The University President and/or his/her representatives may request and shall be granted invitations to meetings of the Senate and Senate Committees to present and discuss administrative proposals in the areas under Senate purview. Matters of academic concern may be initiated by the Senate or by the President or his/her representative. The matters which shall be reviewed and recommended by the Senate, in

accordance with regulations of the Board, shall include:

1. specific curricular changes submitted by the faculties of the various departments, units, and schools through the appropriate University committee;
2. general requirements for various degrees, including honorary degrees, and nomination of candidates for graduation;
3. general requirements for admission and retention of students and guidelines for student recruitment;
4. development, curtailment, discontinuance, or reorganization of academic programs;
5. issues that pertain to the academic affairs of the University and matters of critical concern about the welfare and administration of the University;
6. any substantive curricular consequences or changes that arise in conjunction with the ongoing administration and implementation of common course numbering, transferability, dual enrollment or distance learning;
7. establishment of committees and other bodies deemed necessary to carry out the responsibilities under this provision.

In accordance with Board policy, faculty representatives shall have the right to address the Board at their meetings in support of Faculty Senate positions.

7.200 REASSIGNED TIME – FACULTY SENATE

Upon approval by the Administration, the Executive Committee of the Senate (ECOS) may 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 ECOS in consultation with the appropriate department(s) and

dean(s) based upon their need, judgment, and discretion. ECOS will submit to the Provost's 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 Administration will provide minimal funds necessary to hire temporary faculty to teach the reassigned course. The funding will be based upon the salary floors and the request of the appropriate dean.

ARTICLE 8 – FACULTY ASSOCIATION-ADMINISTRATION COMMITTEE

8.000 FACULTY ASSOCIATION-ADMINISTRATION COMMITTEE

A joint Faculty Association -Administration Committee shall be established for the purpose of discussing any matters of mutual concern and to improve communication between the employer and members of the bargaining unit. The Committee shall consist of not more than three (3) members appointed by the FA and three (3) members appointed by the employer. The Committee shall meet at a mutually agreeable time, place, and date within a reasonable length of time following the request of either party. Five (5) working days prior to the agreed meeting time, each party shall provide the other with a list of items which it wishes to discuss; however, this requirement may be waived by mutual agreement. The Committee may not amend this agreement nor may it be used to bypass the contractual grievance procedure.

8.200 UNIVERSITY OF MONTANA BUDGET COMMITTEE

The Faculty Senate shall have an appointment to the University of Montana Budget Committee. The Faculty Senate appointee, or their designee, shall have full, permanent, voting membership. Should this committee change names or purposes the Faculty Senate shall have an equivalent appointment on the analogous University committee charged with similar purposes.

ARTICLE 9 – NON-TENURABLE, PROBATIONARY, AND TENURED

9.000 NON-TENURABLE, PROBATIONARY, AND TENURED APPOINTMENTS

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 FA, by the September 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.

9.100 RIGHTS OF NON-TENURABLE APPOINTEES

The categories of non-tenurable appointments are defined by University Policy 101.2. This section applies to those holding non-tenurable appointments who are included in the bargaining unit as defined in Section 3.100.

Non-tenurable appointments at any rank include six types; lecturers, adjunct faculty, research faculty, clinical faculty, international visiting scholars and visiting faculty.

9.110 RIGHTS OF NON-TENURABLE APPOINTEES

In addition to all of the rights and privileges defined in this contract and University Policy 101.2 (revised 7/2001), members of the bargaining unit holding non-tenurable appointments shall:

- 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. In making workload assignments, deans may assign workload in the form of equivalent credit for duties beyond or in lieu of normal classroom teaching, including but not limited to advising, thesis direction, large classroom enrollment, writing-intensive courses, committee service, administrative duties, lab supervision, and research. Beginning Fall semester 2014 and continuing Spring semester 2015a full-time semester assignment will be comprised of 18 credits and/or credit equivalencies as determined by the dean and approved by the Provost. Beginning Fall semester 2015 a full-time semester assignment will be comprised of 15 credits and/or credit equivalencies as determined by the dean and approved by the Provost. In classes which are team taught, class credit will be prorated by degree of responsibility. Credit equivalencies are in addition to class credit.

- be hired at no less than at the salary floors in the CBA (section 13.300) prorated by FTE.
- if members of the FA bargaining unit holding non-tenurable appointments have been employed for the previous academic year at .50 FTE or greater, they shall receive a normal increase to their base salary, prorated by assigned FTE.

Consistent with BOR Policy 702.1, for non-tenurable faculty on a one year appointment there is no expectation of reappointment or renewal of any non-tenurable faculty appointment. Non-tenurable contracts are term contracts which 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 for the next semester. Non-tenurable faculty may be given a three (3) year contract at the discretion of the Administration in negotiation with the faculty member, the department and the dean. The continuation of a multi-year, non-tenurable contract is

dependent on continued funding for the position and satisfactory performance by the faculty member. Discharge for cause of all 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 does not count towards probationary service for tenure unless otherwise agreed to in writing by the dean and approved by the Provost. Any non-tenurable faculty member dismissed from a previous position for cause forfeits this reasonable consideration at the time of dismissal.

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 101.2 (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 FA concerning the use of non-tenurable faculty during the previous year.

9.200 RIGHTS OF PROBATIONARY APPOINTEES

A probationary appointee has the right to serve the specified term of the appointment and may not be discharged without cause during that term. An appointee discharged for cause prior to the end of the specified term of the appointment shall be entitled to the same procedural protections afforded tenured

faculty members discharged for cause.

9.210 REAPPOINTMENT

Procedures for retention of probationary appointees shall be conducted according to Article 10.000, Unit Standards and Faculty Evaluation Procedures.

9.220 RANK AND APPOINTMENTS

At the time of appointment, each faculty member shall be provided by the employer with a written agreement which specifies rank, salary; appointment status, either non-tenurable, probationary or tenured; required terminal degree; and amount, if any, of credit for prior service given towards promotion and or tenure.

All full-time service at The University of Montana-Missoula College in a probationary position shall count as service toward tenure. Pro rata credit will be given for all full-time service for any academic term except summer.

In the absence of a separate agreement signed by the President, the faculty member, the Dean and the Provost, no service in any non-tenurable position may count toward tenure.

9.230 NON-REAPPOINTMENT

A probationary appointee has no right to reappointment, and a probationary appointment shall automatically expire at the end of the specified term in the absence of a written reappointment signed by the President. The President may request and review, but shall not be obligated to adhere to, recommendations from the unit, dean, and the Provost regarding questions of renewal of probationary appointments.

In cases of non-reappointment for financial or programmatic considerations the probationary appointee will be so notified in writing. Written notice of non-renewal of a probationary appointment shall be mailed or given by the President or his/her designee at least four (4) months prior to the expiration of the

first appointment, seven (7) months prior to the expiration of the second appointment, and twelve (12) months prior to the expiration of the third or later appointment.

The employer shall make a good faith effort to provide a probationary appointee with the notice period required by this agreement, but failure to do so shall not result in automatic reappointment. The employer shall have the options of (1) providing additional employment of one semester for first-year appointees, two semesters for second-year appointees, and two semesters for appointees of three years or more, or (2) providing severance pay in lieu of any portion of the notice to which the employee is entitled. Severance pay shall be paid at twice the individual's monthly rate, or portion thereof, for the period by which the notice is deficient.

The notice provisions of this section shall not be applicable to non-tenurable unit employees paid from grants, contracts, or other sponsors or outside funding sources. The employer will honor the term of such an employee's individual contract for its complete term. However, when funding for such an employee is eliminated or reduced, the employer may reassign the employee appropriate to the employee's professional qualifications as the Administration sees fit for the remainder of the employee's contract term. Notwithstanding the foregoing, summer employees paid from grants, contracts, or other sponsors or outside funding sources are hired subject to the continued availability of funds, and in the event of reduction or elimination of such funds, the employer may terminate such employees prior to the designated terminal date of the individual's summer contract.

9.240 CREDIT TOWARD TENURE

Credit toward tenure shall be given probationary appointees for all full-time service including full-time research, creative activity and/or service in a tenurable position at The University of Montana. Up to three (3) years toward tenure may be given for full-time service in a non-tenurable position at The University of Montana-Missoula or for full-time service in a tenurable position at another accredited two-year or four-year institution of higher

education by agreement among the faculty member, the department chair, the dean, the Provost and the President.

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 dean and Provost.

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

9.300 RIGHTS OF TENURED APPOINTEES

Tenure is a right to annual renewal of each academic year appointment, and no tenured faculty member may be terminated during the term of the appointment or notified of non-renewal of appointment for the next academic year, except as otherwise provided by this agreement. The terms and conditions of each reappointment shall be specified in writing in the annual individual employment contract. In the absence of a written agreement prior to the commencement of the term of the reappointment, the terms and conditions of the previous appointment shall continue in effect until modified in writing.

Once tenure has been awarded it shall continue until the employment of the tenured individual is discontinued consistent with the terms of this agreement.

Tenure is with The University of Montana and not the Montana University System.

By an agreement signed by the President, 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.

9.310 ELIGIBILITY FOR TENURE APPLICATION

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

1. after the appointee has accumulated five (5) years of credit toward tenure, at least three (3) of which have been accumulated at the University of Montana, that is, during the sixth (6th) year of credited employment; and
2. the applicant must have the appropriate terminal degree for the unit and discipline in which tenure is to be awarded, except in unusual circumstances, and
3. the applicant should be at Associate Professor, although faculty may apply for tenure and promotion to Associate Professor simultaneously. If a faculty member is not promoted to Associate Professor, tenure will be denied as well, except in unusual circumstances.

Tenure shall not be awarded in absence of application by the eligible faculty and approval of tenure by the employer.

Application for tenure must be in accord with unit standards. It is the faculty member's responsibility to understand the tenure eligibility criteria contained in their respective unit standards. No faculty member may apply for tenure more than twice under any circumstance.

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.

9.330 LIMITATIONS ON TENURE AWARDS

Even though a faculty member may be otherwise eligible, tenure shall not be awarded to any faculty member who has made application in any of the following instances:

- when the number of tenured positions in a unit would exceed the faculty FTE in the unit which are supported by current unrestricted funds (i.e., not supported by sources such as the contract or grants which are susceptible to discontinuance by parties other than the employer);
- when the faculty member holds a non-tenurable position as defined in CBA 9.100 such as the rank or position of adjunct, acting or visiting appointment, lecturer, postdoctoral scholar or faculty affiliate;
- as an automatic consequence of errors or omissions on the part of the employer.

Tenure may only be acquired by an affirmative award in response to an appropriate application by an eligible probationary appointee consistent with the terms of this agreement.

9.340 FAILURE TO ATTAIN TENURE

Any probationary faculty member who has not attained tenure at The University of Montana by the completion of his/her seventh (7th) year of credited employment will be given notice and placed on a one-year non-renewable contract. In no case may a faculty member serve in a probationary position beyond the eighth (8th) year of creditable service. Exception shall be made for new faculty being credited with six (6) or more years of credited service, who shall, at his/her discretion, be entitled to up to two (2) full years of service at The University of Montana

before applying for tenure, and will be given notice and placed on a non-renewable contract if he/she has not attained tenure within the three (3) year period stipulated.

9.400 TENURE CLOCK EXTENSIONS

A probationary faculty member may request an exemption for the year of creditable service toward tenure (CBA 9.310) during which they exercised the Faculty Modified Duties option (11.200). All such requests are subject to approval by the Provost. The election for an exemption for a year of creditable service under the Faculty Modified Duties program is only revocable when the faculty member submits their IPR for the academic year related to the year of exemption. At that time they may elect, in writing, as part of their IPR, to waive their exemption. Beyond that, no further changes to the faculty member's tenure clock may be requested or granted in relation to this section.

ARTICLE 10 – UNIT STANDARDS AND FACULTY EVALUATION PROCEDURES

10.000 UNIT STANDARDS AND FACULTY EVALUATION PROCEDURES

10.100 EVALUATION STANDARDS

Any evaluation of faculty members for purposes of promotion, tenure, salary determination, or recommendation for retention shall involve consideration of appropriate UNIVERSITY STANDARDS as well as UNIT STANDARDS of the respective academic units. Distribution of approved University Standards and Unit Standards to appropriate faculty members prior to initiating the evaluation process will be done by the appropriate dean or the dean's designee.

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, if they so desire, impose more stringent standards.

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.)

1. Promotion

- a. To Instructor: Requires possession of the appropriate degree or its equivalent as defined by the unit standards of each discipline.
- b. To Assistant Professor: Requires possession of the appropriate degree or its equivalent as defined by the unit standards of each discipline.
- c. To Associate Professor: Except in unusual circumstances, four (4) or more years of full-time service in rank as assistant professor are required prior to the date of promotion (application may be made during the fourth year in rank), and possession of the appropriate degree or its equivalent as defined by the unit standards of each discipline. The character of the service in rank as assistant professor shall be such that there is a clear demonstration of professional growth and an increasingly valuable contribution to the University.

- d. To Professor: Except in unusual circumstances, five (5) or more years of full-time service in rank as associate professor are required prior to the date of promotion (application may be made during the fifth year), and possession of the appropriate degree or its equivalent as defined by the unit standards of each discipline. The character of the service in rank as Associate Professor shall be such that there is a clear demonstration of professional growth and an increasingly valuable contribution to the University. (See (e) below.)
- e. In all applications for promotion, performance in teaching, community and University service, and scholarship are all important and essential as set forth in Section 6.200. For promotion to full professor, a faculty member must meet the necessary level of expectations as defined in the CBA and unit standards in teaching competence, scholarship, and service. However, no faculty member may be promoted to full professor on the basis of teaching and service alone. Scholarship, including the scholarship of teaching and learning, must be demonstrated as defined by the unit standards of each discipline.

2. Award of Tenure:

- a. Eligibility for application for tenure is defined in Section 9.310, Eligibility for Tenure Application.
- b. Professional growth, activity, and prospects shall be in accordance with the unit standards of each discipline.

3. Salary Determination:

- a. Merit or Outstanding Performance Award: Above normal performance in at least two (2) of the three (3) areas: teaching, scholarship, or public service; or outstanding performance or special recognition in at

least one (1) of these areas, and normal performance in the remaining area or areas of assigned duties.

- b. Normal Increment: The performance of a majority of faculty members will generally be evaluated as "normal." They will be expected to grow in value to the institution and will be rewarded with a "normal" increment to their salary.
 - c. Less-Than-Normal Increment: Poor performance of assigned responsibilities within the scope of employment may constitute grounds for a less-than-normal evaluation. It is understood that the absence of performance in any one or two of the areas of teaching, scholarship, and public service does not justify a less-than-normal evaluation on its own; performance is to be evaluated consistent with workload assignment. Failure to submit materials for evaluation by a faculty member, when required (see CBA 10.210, 10.340), is grounds for a less-than-normal increment.
4. Incorporation of University Standards into Unit Standards: All university standards shall be incorporated into unit standards. The Provost may determine when unit standards are to be reviewed.

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:
 - a. Business Technology
 - b. Applied Arts and Sciences
 - c. Health Professions

d. Industrial Technology

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

2. General Activities for Unit Standards: The following general activities, including those with an interdisciplinary and/or international focus, shall be given consideration in any evaluation for purposes of promotion, award of tenure, determination of salary increment, or recommendation for retention:
 - a. teaching and learning;
 - b. student advising and mentoring;
 - c. scholarship;
 - d. participation in professional organizations or societies, receipt of awards in recognition of professional accomplishments, or speaking engagements related to one's professional field;
 - e. professional service demonstrated by consulting and/or other work related to the profession/discipline for agencies, communities, schools, etc.; serving on advisory boards; and service on campus committees;
 - f. research efforts related to grants, contracts, direction of student research, or professional research efforts incident to publication.
 - g. student recruitment and retention activities;
 - h. leadership and participation in interdisciplinary activities;
 - i. activities that advance and support internationalization and global engagement.

3. Preparation and Approval of Unit Standards: Unit standards will be prepared and proposed by the tenured and tenurable (i.e. tenure track) faculty of each respective unit. The unit standards for each respective unit must:
 - a. be consistent with University Standards;
 - b. address the general activities;
 - c. address participation in general education activities;
 - d. address all academic appointments to the unit;
 - e. specify the documentation or other evidence required to support evaluation of teaching, scholarship, and/or public service;
 - f. specify, where appropriate, special standards and special procedures for the evaluation of individuals on grants, contracts, or other work assignments outside the normal academic activities of the unit, including but not limited to adjunct research faculty;
 - g. guarantee peer review;
 - h. ensure consultation between faculty members and chairpersons or deans before each individual recommendation is made final;
 - i. specify the criteria that will be used to determine less than normal, normal, above normal, and outstanding performance in each major area of faculty work.
 - j. and be approved by the Missoula College dean and the Provost prior to application for evaluation purposes.

If the Dean does not approve any specific set of unit standards within forty (40) working days of submission by the unit, those

standards shall be forwarded directly to the Provost for consideration. Within fifteen (15) working days upon receipt of the standards, the Provost must approve, reject, or request modifications of the unit standards thus submitted. Units may submit unit standards modified at the request of the Provost directly to the Provost's office without need to have approval from the Dean. In this latter event, the Provost shall so inform the Dean and subsequently provide the Dean with the final disposition of the issue.

10.200 PROCEDURES FOR FACULTY EVALUATION

At each step in the evaluation process, all parties shall refer to Article 10.000 for compliance in the evaluation procedures being used. The evaluator's signature assures consistency with the CBA.

If unit standards are changed during an evaluation period for any faculty member, such faculty member will have the choice of using either the unit standards effective at the time of hire, or those currently effective, when applying for tenure and/or promotion to Associate Professor. However, after faculty members are tenured, only the unit standards in effect at the time of evaluation will be used.

If faculty members who have left their academic unit and the MCFA bargaining unit to assume an administrative appointment subsequently return to their academic unit and the MCFA bargaining unit, their IPRs may include teaching and scholarship that are typically eligible for inclusion in the evaluation during the period of such administrative appointment.

10.210 INDIVIDUAL'S PERFORMANCE RECORD – OCTOBER 15

All members of the bargaining unit will be evaluated following the evaluation schedule outlined in Section 10.340. 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–Missoula College 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 shall consist 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 winter and summer term(s). The IPR for that period should document performance for the respective types of advancement as follows:

1. Promotion to Associate Professor: All service in the current rank including prior service, if applicable, or the most recent seven (7) sequential years, whichever is less.
2. Promotion to Full Professor: All service since documentation was prepared for the last promotion, or the most recent seven (7) years, whichever is less.
3. Tenure: The entire probationary period including credited prior service.
4. Merit: The time since the documentation was prepared for the last merit or promotion or the most recent seven (7) sequential years.
5. Outstanding Performance Award: The time since the documentation was prepared for the last granted award, or the most seven (7) sequential years, whichever is less.
6. Normal: A Curriculum Vitae accompanied by a statement assessing goals in the areas of teaching, scholarship, and service for the previous year and stating goals for the next year.

7. Less-Than-Normal: The previous year's record.

Copies of the SEC, FEC, chair, dean and Provost's recommendations from all evaluations during the performance period must be included in the Individual Performance Record (IPR) before transmittal to the dean. The individual may not add to, alter, modify, delete or remove documents from his or her IPR once it has been submitted to the FEC except by:

1. Updating the status of material in support of tenure unknown at the time the IPR was submitted;
2. Responding to a reviewer request for additional materials;
3. And/or the regular appeals process identified in articles 10.230, 10.240 and 10.270.

An individual on split assignment shall submit the documentation and evidence to the unit in which the greatest portion of the FTE is assigned; or if the FTE is equally split, to the unit in which first hired; or if not first hired in one unit, to the unit in which best qualified for full-time service. The chairperson of the Faculty Evaluation Committee, department chairperson and dean of the unit evaluating the split appointment shall obtain evaluations from their respective counterparts in the other units to which the individual was partially assigned.

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

Electronic records as document files (e.g. Microsoft Word or PDF) may be used to transmit documents during the evaluation process. Faculty members should retain a complete version of

original documents for reference and future use.

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, the discipline lead/program director, or 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 FA - Administration / Contract Maintenance 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, the faculty member being evaluated, the department chairperson, and the dean 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.

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.

10.230 FACULTY EVALUATION COMMITTEE – NOVEMBER 15

By election each unit shall annually establish an evaluation committee of at least three (3) tenured or tenurable (i.e. tenure-track) members of the unit, who shall elect their own chairperson from among their membership. One student observer with all rights, save voting, shall be appointed by the committee chairperson from among the majors and/or graduate students in the unit.

The committee shall apply the unit standards to review the performance of each faculty member in the unit and make a written recommendation with justification signed by the committee chairperson which shall, where appropriate, specifically address: (1) retention, (2) salary increment, (3) promotion, and (4) tenure, and which shall be forwarded to the department chairperson and the dean by November 15. To ensure and encourage candid professional assessment of individual faculty member performance, all persons submitting evaluative information at the request of the FEC about faculty members are guaranteed confidentiality of their identities. Any material solicited at this, or subsequent steps, must be made available to the individual being evaluated within five (5) working days of its inclusion. The individual is given ten (10) working days to prepare a written response, which becomes part of the evaluation record. All subsequent deadlines will be postponed concomitantly.

At all times during the evaluation process, from the Faculty Evaluation Committee through the deliberation of the Provost, unsolicited materials may not be used as part of the evaluation unless they are signed. Signed materials thus submitted will be

made available to the faculty member being evaluated in accord with the preceding paragraph. Unlike materials solicited by the FEC, unsolicited materials have no expectation of confidentiality of the identity of their author.

The Faculty Evaluation Committee meetings in which the committee discusses individual faculty evaluations shall be closed to the faculty member being evaluated and to anyone else not a member of the committee, except for any individual whom the committee may wish to interview in connection with the evaluation of an individual faculty member. Upon request, a faculty member being evaluated shall be permitted to personally address the committee regarding his/her evaluation. This does not preclude units from modifying unit standards to allow persons being evaluated to be present during the discussion of their own cases.

In addition to the individual recommendations, the Faculty Evaluation Committee shall prepare and append a summary of those who have been recommended by the committee for promotion, merit increase, or tenure respectively.

Within ten (10) working days of receipt of the recommendation from the Faculty Evaluation Committee, the faculty member may submit a written appeal to the Faculty Evaluation Committee regarding any aspect of the Faculty Evaluation Committee's recommendation or process. The appeal must state any matters which the Faculty Evaluation Committee is requested to consider as well as the remedial action desired. The appeal may present for consideration appropriate documentation that the faculty member omitted from his/her Individual Performance Record. Within ten (10) working days of receipt of the appeal, the Faculty Evaluation Committee shall either grant or deny the requested remedial action and shall so notify the faculty member and make the decision a part of the record.

10.240 DEPARTMENT CHAIRPERSON'S RECOMMENDATION – DECEMBER 15

Based on the approved unit standards, on the CBA, and on consideration of the evidence submitted by the faculty member,

the Student Evaluation Committee recommendation, the Faculty Evaluation Committee recommendation, and any additional evidence solicited or received and placed in the evaluation report, the department chairperson shall prepare and sign a written evaluation for each faculty member in the unit which, where appropriate, shall specifically address: (1) retention, (2) salary increment, (3) promotion, and (4) tenure. The chairperson may append a written statement of his/her professional opinion and recommendation regarding any matters which he/she may deem to be relevant to the performance or advancement of the individual evaluated. The faculty member shall be given the opportunity to respond in writing to this professional opinion. The chairperson shall prepare and append a summary list of those the chairperson has recommended for promotion, merit and outstanding performance increase, or tenure, respectively. The names on the list of recommendations for merit and outstanding performance increase will be ranked in order of priority by the chairperson, taking into account the chairperson's ratings (less than normal, normal, above normal, outstanding) across the three areas of evaluation.

The department chairperson shall make the record of each evaluation available to the respective faculty members to whom they pertain for his/her review and signature. The record shall include, if available: the Individual Performance Record submitted by the faculty member; the Student Evaluation Committee recommendation; the Faculty Evaluation Committee recommendation; the department chairperson's recommendation, and if submitted, the department chairperson's professional opinion with faculty member's response, and any other exhibits or evidence relied upon or incorporated by reference except course evaluation forms. Each recommendation shall be signed by the faculty member to attest that the faculty member has read it. The chairperson shall then forward a copy of the complete record to the dean by December 15.

Within ten (10) working days of receipt of the department chairperson's recommendation, the faculty member may submit a written appeal to the department chairperson regarding any aspect of the chairperson's recommendation or process. The

appeal must state any matters which the chairperson is requested to consider as well as the remedial action desired. The appeal may present for consideration appropriate documentation that the faculty member omitted from his/her Individual Performance Record. Within ten (10) working days from receipt of the appeal, the chairperson shall either grant or deny the requested remedial action and shall so notify the faculty member and the Faculty Evaluation Committee and make the decision a part of the record.

10.260 DEAN'S EVALUATION AND RECOMMENDATION – FEBRUARY 15

Based on the CBA, unit standards, and the evaluation record, the dean shall prepare an individual written evaluation and recommendation for each faculty member regarding retention, salary increment, promotion, and tenure, where appropriate for the individual being considered. Any additional evidence that the dean determines to be relevant must be appended to the person's Individual Performance Record and pertain to the period under evaluation, that is activity prior to October 15. The dean shall inform the faculty member in writing that material is appended to the faculty member's IPR within five (5) working days of having appended the additional material to the record.

Should the dean's review of the evaluation record or a communication from other sources indicate an error or omission in procedure or the application of evaluation standards in an evaluation, the dean may remand the matter for appropriate remedial action and request it to be expedited back up through the evaluation process.

The dean may elect to append a written statement of his/her professional judgment regarding any other matters which he/she may deem to be relevant to the performance or advancement of the individual evaluated. Such judgment may be based on unit standards.

The dean shall also prepare and forward a summary list of those he/she has recommended for promotion, merit and outstanding performance, or tenure, respectively, and the

names shall be listed in order of priority by the dean. On or before February 15, deans shall inform the faculty that merit and outstanding performance rankings are available and shall provide individual rankings to specific faculty members at the request of the faculty member. Faculty who do not ultimately receive merit or outstanding performance awards may appeal the dean's ranking if it can be demonstrated to have been in error based upon the criteria listed in 10.280.

The entire evaluation record, including the dean's evidence, evaluation, recommendation, professional opinion, and priority ranking shall be forwarded to the Provost and each respective member by February 15. A copy of the dean's evaluation shall be sent to the respective department chairpersons.

10.270 APPEALS TO THE DEAN – MARCH 12

Within ten (10) working days of receipt of February 15, any faculty member may submit a written appeal to the dean regarding any aspect of the evaluation record or process including the dean's professional opinion. The appeal must state any matters which the dean is requested to consider as well as the remedial action desired. The Dean shall notify the Provost that an appeal has been submitted and the Provost shall wait to review the evaluation record until a decision on the appeal has been reached.

By March 12 the dean shall either grant or deny the requested remedial action and shall so notify the faculty member, the department chairperson, and the Provost in writing.

10.280 APPEALS TO THE APPEALS COMMITTEE – APRIL 4

There shall be an Appeals Committee comprised of five (5) members of the bargaining unit. Two (2) members shall be appointed by the Faculty Evaluation Committee, two (2) members shall be appointed by the Provost with recommendation from the Dean, and one (1) shall be appointed by the President of the FA. The seven appointed members shall then elect a chairperson of the Appeals Committee.

The Appeals Committee may hear only those appeals which are based on one or more of the following grounds for complaint:

1. that a prejudicial procedural error, defect, or omission has been committed or has occurred;
2. that a recommendation is not supported by factual evidence or is lacking a rational basis;
3. that a recommendation was the result of personal prejudice or bias which adversely affected the substantive academic judgment of the decision maker;
4. that a recommendation was made for reasons which are clearly impermissible.

No error or omission may be appealed unless the error or omission was brought by the appellant to the attention of the person(s) responsible within ten (10) working days after the appellant knew or should have known of the error or omission. The Appeals Committee shall notify the Provost that an appeal has been submitted and the Provost shall wait to review the evaluation record until a decision on the appeal has been reached.

A written appeal must be served on the chairperson of the Appeals Committee within ten (10) working days of receipt of the dean's evaluation or his/her decision on an appeal, whichever is later. The appeal must set forth concisely the recommendation being appealed, the reason(s) why the appellant disagrees with the recommendation and shall specifically cite any procedural errors or omissions that were alleged to have occurred in the decision making process; identify witnesses and the point to be evidenced by the testimony of each; identify and indicate the purpose for each document or other evidence to be presented; state appellant's preference for an open or closed hearing; and state the name and address of any person who will represent the appellant at the hearing and whether they appear as legal counsel. No appeal shall be reviewed unless all of the information required

by this section has been provided. If the faculty member is notified that he/she has not submitted all the information required by this section, and the faculty member has thereafter failed to submit all the information required by this section within ten (10) working days of being notified, the appeal shall be considered withdrawn.

The Committee shall set a hearing within ten (10) working days of receipt of the appeal and notify the appellant and dean of the time and place and forward a copy of all materials filed by the appellant to the dean. The dean and the person(s) against whom the appeal has been brought shall be entitled to be present at the hearing. The University will be represented by legal counsel only if the appellant has elected to be represented by legal counsel.

The strict rules of evidence shall not apply, and the chairperson of the Committee shall make the final decision on the admissibility or order of presentation of evidence as well as procedural matters. Either party may present evidence and examine and cross-examine witnesses. Any member of the Committee may request additional witnesses or evidence of either party.

A written statement of findings based on the evidence and recommendations for appropriate action shall be prepared and a copy forwarded by the Committee, within ten (10) working days of the hearing, to the appellant, department chairperson, dean, and the Provost. The written statement shall respond specifically to each of the alleged complaint(s) that have been raised by the appellant. The Committee's function is not to act as a substantive decision-maker regarding the academic merits of the decision appealed. The Committee therefore shall not substitute its academic judgment for that of others in the evaluation process.

If the Committee finds that the appellant has not established by a preponderance of evidence the grounds for complaint, it shall recommend that the appeal be dismissed. If the Committee finds that appellant has established by a preponderance of evidence that at least one of the grounds for a complaint

permitted by this section exists, the committee will recommend remedial action in accordance with section 10.285.

10.285 APPROPRIATE REMEDIAL ACTION

1. 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. A remand by the Appeals Committee shall constitute return of the evaluation to the appropriate step in the process where the defect occurred with a specific, binding remedy that is consistent with the CBA. Following proper application of the Appeals Committee remedy and reevaluation at that step, the evaluation process shall continue forward as directed in section 10.000 with the remedy in place. The faculty member retains the option to return to the Appeals Committee if the remedy from the original complaint was not properly applied or with a separate complaint if there is a new violation.
2. In appropriate cases, including those involving personal prejudice or bias, where previous remand has not resolved the matter, or where all levels of the process prior to the appeal are found to have been tainted by one or more of the grounds for complaint to the prejudice of the appellant, it shall recommend a direct cure by the Provost. In the event of such a recommendation, the Committee shall specify the reason for its decision not to recommend a remand. In no event may it recommend, as a direct cure, the granting of tenure, promotion, appointment, reappointment, or a specific salary determination. The Committee may recommend to the Provost as a direct cure that he/she appoint an ad hoc committee to review the faculty member's performance and make a recommendation in accordance with the standards set forth in Section 10.000. In the event that an ad hoc committee is to be appointed, it shall be composed of faculty members in units listed section 10.120 in the

discipline or from disciplines or programs which have a close relationship to the discipline of the appellant. The Executive Committee of the Faculty Senate shall recommend five (5) names to the Provost from which he/she shall choose three (3) to serve on the Committee. The ad hoc committee shall review the faculty member's performance and make its recommendation to the Provost within thirty (30) working days from the date the Provost receives the recommendation of the Appeals Committee. The recommendation of the ad hoc committee shall be forwarded to the faculty member at the same time. The time period may be extended by mutual agreement. The faculty member retains the option to return to the Appeals Committee if the remedy from the original complaint was not properly applied or with a separate complaint.

3. If the recommendation of the ad hoc committee is appealed, the appeals committee can either dismiss the appeal, in accordance with section 10.280, or recommend a direct cure in the form of a de novo review by the Provost. The review shall consider the entire evaluation record including the decision(s) of the Appeals Committee.

Any member(s) of the Appeals Committee may forward a minority finding and recommendation. All findings and recommendations of the Appeals Committee should be forwarded to the Provost by April 4.

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.

Within ten (10) working days of the Provost's recommendation on an evaluation that has gone through the Appeals Committee, the Provost shall provide the members of the Appeals Committee with a copy of the recommendation.

The decision of the Provost shall be based on the total evaluation record, including findings and recommendations of the Appeals Committee, shall be consistent with his/her overall administrative responsibilities, and shall constitute the final institutional recommendation to the Board regarding matters of faculty retention, salary increment, promotion, and tenure. The recommendation shall be forwarded to each faculty member by April 25 provided all other recommendations have been timely forwarded and no matter is under appeal. In legislative years, the Provost's decision shall be forwarded by May 15 or thirty (30) days after ratification of the agreement, whichever is later.

The evaluation of faculty members for advancement and the changes in individual terms and conditions of employment made as a result of the evaluation and recommendation process and procedure are subject to the conditions and restraints imposed by the following sections.

No person shall participate in his/her own evaluation; or that of any other person to whom he/she has a relationship by blood or marriage, or cohabitation, or with whom he/she is engaged in adversarial litigation or proceedings. No person shall participate in the evaluation of any person with whom he/she has joined in a business relationship or nature which would reasonably be presumed to preclude objective application of professional judgment. Allegations of conflict of interest will be filed with the FA-Administration Committee within ten (10) working days of discovering such a conflict. That committee will make a recommendation as to whether a conflict exists and a remedy to the Administration. The Administration will determine if a conflict of interest exists. The failure to timely file an allegation of conflict of interest shall prevent the later allegation of a conflict of interest during the academic year.

10.320 ABSENCE OF STUDENT EVALUATION COMMITTEE PARTICIPATION

The absence of Student Evaluation Committee participation shall not be regarded as a defect in the evaluation process. The sole intent of this section is to allow the evaluation process to proceed in the event the SEC has not exercised its role in the process within the specified deadlines. Units and faculty members may not exempt themselves from the requirement to have student evaluation committee participation in the evaluation process. Inclusion of all student course evaluations in place of or in conjunction with Student Evaluation Committee may be preferred by departments, as identified in their Unit Standards.

10.330 GRIEVING THE EVALUATION PROCESS

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.

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.

10.340 EVALUATION SCHEDULE FOR TENURED AND TENURE-TRACK FACULTY

A faculty member who is a member of the bargaining unit may request to be evaluated any year. The Provost, Dean, department chair, or program director/discipline lead may require a performance review any given year.

TENURE-TRACK AND TENURED 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. 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 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. Faculty of any rank that are eligible for and exercise the Family Modified Duties (CBA 11.200) option may defer evaluation of assigned duties for one year if they so choose. 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.

NON-TENURABLE FACULTY

All other faculty who are also members of the bargaining unit will be evaluated annually per Section 10.200.

ARTICLE 11 – FACULTY DEVELOPMENT

11.000 FACULTY DEVELOPMENT, RECRUITMENT AND RETENTION

The FA, the University, and the Board mutually agree that faculty career development is inherent to the guarantee that all University of Montana students are provided a quality education on both the undergraduate and post-baccalaureate levels. The parties to the CBA are, therefore, committed to developing a diverse faculty with the highest professional standards and capabilities. Based on the provisions of the CBA and by the exercise of them free from reprisal, or discrimination (CBA 2.800; UM 406.4), all faculty shall have access to professional career development opportunities.

11.010 FACULTY RELATIONS AND DIVERSITY

The FA, the University, and the Board are firmly committed to

promoting faculty diversity in all ranks during consideration and adoption of all University and MUS policies and procedures (CBA 8.000; BOR 207.1). Faculty diversity may be recognized as conduction of recruitment (UM 405.5), provision of employment contracts (CBA 2.200), professional development and advancement consistent with non-discrimination (CBA 2.800; UM 406.4) and equality (UM 401.1, 4/02) policies. A diverse faculty reflects the characteristics of the local and national populations.

As a member of the faculty, each person is expected to interact with colleagues in a professional manner consistent with CBA section 6.200 and 2.800. Actions or activities inconsistent with professionalism (CBA 6.200, 2.800) may be considered a faculty-faculty conflict that shall be managed by the Office of the Provost consistent with all provisions of the CBA and inclusive of University policies (406.4, 4/02; 406.5, 04/02; 406.51, 04/02). Conflict resolution may include a faculty, FA, or Administration request for mediation. Mediation shall be performed by a professionally trained mediator who is free from conflict of interest, familiar with the academic environment, and mutually acceptable to both parties. All parties in the conflict are urged to attempt resolution through mediation, but mediation does not preclude other actions available through the CBA or the law. Faculty declining mediation shall provide a written explanation. Following mediation, either party may request a finding of facts by the University Appeals Committee.

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 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.

11.110 ELIGIBILITY

Only tenured faculty members are eligible to apply for sabbatical

assignment. Any tenured faculty member who has completed six (6) years of satisfactory service at The University of Montana prior to the year for which sabbatical assignment is requested shall be eligible to apply for such assignment and must apply for the sabbatical in the academic year prior to beginning the assignment. Credited prior service, not at the University of Montana, does not count toward sabbatical eligibility unless it is written into the original offer letter for hire. The deadline for application (stated in 11.140) applies. A faculty member starting a sabbatical assignment shall have completed at least twelve (12) semesters or their equivalent of full-time service at The University of Montana since a prior sabbatical assignment. The elapsed academic terms need not be consecutive, but no more than two (2) semesters shall be counted for any one (1) fiscal year. Academic terms for which other types of leave were granted shall be excluded in determining academic terms of service.

11.120 APPLICATION

For sabbatical assignment to be granted, an eligible faculty member must formally request assignment. The application for sabbatical assignment shall include:

1. a definitive detailed plan for the scholarly or professional use of the sabbatical;
2. anticipated future values of completion of the program-for the applicant, for students, for the department, and for the University;
3. a complete vita including a record of all professional activities;
4. a listing of the specific whole semester(s) or portion of fiscal year for which assignment is requested;
5. a description of any fellowship or grant or other arrangement which would aid in financing or otherwise supporting the proposed project;

6. the applicant's signed agreement to return to full-time service with the University for a period equal to the length of the sabbatical following expiration of the assignment or to refund the compensation paid him/her by the University during such assignment unless this obligation is specifically waived by the President or his/her designee.

11.130 LIMITATIONS AND CONDITIONS

The rights of a faculty member on sabbatical assignment shall not be limited in any way, and he/she shall retain all rights to promotion, salary increments, insurance, retirement, and other benefits provided in this agreement.

Formal study for an advanced degree shall not be acceptable as a sabbatical assignment project.

Sabbatical assignments are granted only for the duration of stated whole semesters or portion of fiscal year and must be taken during the period for which application was made and approved.

All sabbatical assignments shall be for a period of not less than one (1) semester or more than an academic year for persons on academic year appointments, and not less than one-half (1/2) or more than one (1) fiscal year for persons on fiscal year appointment; however, a person may request a shorter assignment.

A sabbatical assignment may be granted for up to one-half (1/2) of the individual's regular contract period at full salary for the period on sabbatical, or for the full contract period at three-quarters (3/4) salary for the period on sabbatical, but the total salary paid during the sabbatical from funds budgeted for that position may not exceed three-quarters (3/4) of the total which would have been budgeted for that position for the full contract period in the absence of a sabbatical.

Special compensation arrangements involving funds from other than institutional sources must be agreed upon and approved in

keeping with the following conditions:

1. Compensation paid during a sabbatical assignment may differ from that paid for regular assignment because it may involve funding from sources other than regular University funds such as fellowships, assistantship, or other sources of limited income including funds available from grants or contracts administered by the institution.
2. Before leaving on a sabbatical assignment, the faculty member must make arrangements with the Vice President for Administration and Finance regarding his/her financial commitments to the Teachers Retirement System.
3. Funds from other sources may be used to supplement institutional funds to increase the compensation up to, but not in excess of, that amount which the individual would have earned on regular assignment during the same period.
4. Compensation in excess of that which could have been earned on regular assignment may be approved only if all institutional funds have been replaced by funds from other sources.
5. Programs or projects which necessarily involve employment by an employer other than the institution may not qualify for sabbatical assignment but may be approved as leave without pay.
6. A recipient of a sabbatical assignment will be expected to return to the University for a period equal to the length of the sabbatical assignment or to repay money received from the University while on sabbatical.
7. Persons on sabbatical assignment will continue to be eligible for employee benefits.
8. Extraordinary travel and living expenses which will be required to perform the sabbatical assignment as

proposed may be approved in addition to regular compensation but must be requested, justified, and approved in advance.

11.140 PROCEDURES

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 Humanities 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 of Humanities and Sciences 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.

In evaluating proposals for sabbatical assignment, the Committee on Sabbatical Assignments shall be guided by the following criteria in order of priority:

1. the merit of the proposed program - values both for the applicant and for the University;
2. the applicant's teaching and research performance (quality and amount) - especially over the immediately preceding six (6) years or twelve (12) semesters or an

equivalent period of time comprised of semesters;

3. the anticipated value of completion of the proposed program to the individual, to the department, and to the University;
4. the applicant's length of service with the University (with some weight given to longer service).

The Committee on Sabbatical Assignments may require oral interviews of any number of the applicants to facilitate evaluation and ranking of the proposals. The chairperson of the Committee or his/her designee should provide an applicant with at least ten (10) calendar days notice of the time and place of the interview and shall determine the manner in which the interview is conducted. If any interviews are held, the Committee will afford all applicants the opportunity for an oral interview.

The Committee shall rank the proposals on the basis of the above criteria and make recommendations to the Provost no later than December 15. The Committee shall only consider proposed sabbatical assignments which pertain to a single fiscal year.

Following discussions with the appropriate deans, the Provost will submit recommendations based on the merit of the proposals and the availability of funds to the President. Final approval of all sabbatical assignments must be obtained from the Board of Regents.

For any sabbatical applications that are denied, the Provost shall provide a brief written explanation of the reasons for the denial to the applicant. The Administration shall report to the FA, by the September Faculty Senate meeting each year, the number of sabbatical applications received and the number of sabbatical assignments awarded for that year.

Decisions on sabbatical assignment awards may not be grieved.

11.150 FINAL REPORT

No later than the end of the first (1st) semester following the completion of a sabbatical assignment, the faculty member shall submit a report summarizing activities and results of the sabbatical assignment project to the dean, the Provost, and the Committee on Sabbatical Assignments which recommended the assignment. The faculty members shall forward reprints of work performed on sabbatical as they become available. The Committee shall review all reports on assignments made under its tenure and submit comments on these reports to the Provost for the record of the Committee.

11.200 FACULTY MODIFIED DUTIES

To minimize variations in classroom staffing and consistent with the goals of achieving faculty diversity, professional career development and career advancement: The University shall coordinate a Faculty Modified Duties (FMD) policy for eligible faculty. FMD is NOT defined as an employee benefit or leave as defined under the Family Medical Leave Act (FMLA). Furthermore, modification of duties under this policy does not preclude availability or use of other defined benefits; nor modification of duties mutually arranged by faculty and the Unit Dean without opting for FMD.

Regarding implementation and ongoing application of FMD: UM Human Resource Services (HRS) shall receive the faculty application, determine eligibility, and apply FMD provisions (CBA 11.200). FMD implementation and applications shall be consistent with University policy (UM 101.6, 01/08) the provisions of which shall be subject to collective bargaining through the FA-Administration Committee (CBA 8.000).

11.210 ELIGIBILITY FOR FMD

All full-time tenure-track/tenured faculty shall be eligible provided that they are:

The primary care giver due to the birth, adoption, or foster care placement of a child under six. A primary care giver shall be

either parent, the legal guardian, a live-in partner, or a spouse by marriage.

The primary care giver of an invalid or disabled primary family member including a spouse, parent, live-in partner, or child who requires constant care by the primary care giver.

11.220 MODIFICATION OF FACULTY DUTIES

Faculty Modified Duty is based on the current, common practice of faculty duty modification as applied to teaching, scholarly activity or service. That practice and the FMD option are derived from the authority of the Unit Dean (CBA 6.210; 6.220) to fairly assign (CBA 2.800) teaching and other duties consistent with the provisions of the individual employee contract.

The FMD option shall allow eligible faculty up to one semester of modified duties in any academic year whereby elimination or reduction of any duty in exchange for enhancement of another duty constitutes an FMD accommodation. University HRS shall, on behalf of the eligible faculty member, arrange the terms of an FMD accommodation in consultation with the department Chair and Dean. The faculty member has the right to FA counsel and representation throughout the entire FMD process. Consistent with all other provisions of the CBA, no faculty shall experience reprisal for exercising the FMD option.

The Administration shall be responsible for funding the faculty modified duties policy and each accommodation is subject to the review and final approval of the Provost.

Where and when possible, the funding will be applied so that FMD in any unit:

- results in hiring of faculty to replace necessary teaching responsibilities;
- does not result in cancellation of required classes;
- does not result in an increased teaching load for any unit faculty, unless by volition;

- allows an option for tenure clock extension (CBA 9.400 or 9.340);
- allows an option for exemption or deferral from faculty evaluation (CBA 10.340);
- allows interpretation of applicable UM and Board policies to provide enough flexibility in negotiations between the parties (eligible faculty, Chair, Dean and Provost) so as to reach a suitable FMD arrangement.

11.300 GRANTS AND CONTRACTS

11.310 INVOLUNTARY TRANSFER OF GRANTS AND CONTRACTS

Transfer of a grant or contract from one principal investigator to another mandated by the Administration without the consent of both parties shall:

- be consistent with non-discrimination policies (2.800);
- require the Administration to provide a written, detailed explanation for the necessity of the transfer to both parties;
- be subject to the approval of the granting agency; and
- be subject to grievance consistent with the principles of CBA section 19.00.

ARTICLE 12 – FACULTY CONTRACT OBLIGATIONS

12.000 FACULTY CONTRACT OBLIGATIONS

12.100 ACADEMIC YEAR CONTRACT OBLIGATIONS

The obligations of the faculty members on an academic year contract shall start with the beginning day of fall orientation

activities and shall extend until the completion of commencement ceremonies. It is presumed that The University of Montana has priority on the working time of a full-time faculty member. This does not imply a seven-day week commitment for a faculty member. Faculty members have an obligation to perform assigned academic duties as well as fulfill the responsibilities enumerated in Article 6.200, Academic Responsibilities.

Every day of the term of an academic or fiscal year contract is a regular day of employment except those for which there is legislative, regential, or employer authorization to be absent from University employment (holidays, leave with or without pay, annual leave, sabbatical, sick leave, and weekends when not assigned or required for performance of the regular employment obligation).

12.200 PROFESSIONAL ACTIVITIES IN ADDITION TO REGULAR UNIVERSITY RESPONSIBILITIES

12.210 UNIVERSITY SPONSORED PROFESSIONAL SERVICES AND EXTRA COMPENSATION

Before consideration is given to extra compensation for individual members of the bargaining unit for University sponsored services, department chairpersons and deans are urged to provide released time for the performance of these services. When this is not possible, it may be necessary to permit extra compensation during the academic year of up to 20% of an individual's base salary.

There are cases for which no extra compensation will be allowed. No employee of The University of Montana may accept additional compensation for providing to the same clientele the same services which are part of his/her assigned University duties. In particular, no faculty member may receive compensation for tutoring students of this University. Also, consultation with other faculty members is considered part of the normal activity of the faculty and should be done without extra compensation.

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 Vice President for Research and Creative Scholarship. The Vice President for Research and Creative Scholarship 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).

An employment contract identifying the terms of the extra compensation will be signed by the employee, the chair or program director, the dean and the appropriate executive officer for payroll purposes. Employees will be paid extra compensation with their regular monthly check. The Administration will provide a summary report each September to the Faculty Senate on all extra compensation approved during the prior academic year.

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 Vice President for Research and Development. No compensation for services in addition to regular salary may be approved except on the recommendation of the department chairperson and dean.

A project director or principal investigator has the responsibility to perform the requirements and to remain within the approved budget for any sponsored program. If a project director or principal investigator fails to perform the requirements of a sponsored program or exceeds the approved budget, the matter shall be reviewed by the Administration. If the Administration determines that the failure resulted from the principal investigator's poor management or professional practices or his/her failure to adhere to University policies, the Administration may remove an individual as an authorized project director or principal investigator on any sponsored program and may refuse to permit any individual from serving in such a capacity on proposed sponsored programs.

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 dean still believe the problem is unresolved he/she may, with the concurrence of the FA - Administration, 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 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 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 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 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.

12.300 CONFLICT OF INTEREST

A conflict of interest is a conflict between public duty and private interest. According to UM policy 410, faculty must annually file a written disclosure with the University of Montana indicating the absence or presence of a potential or actual conflict of interest on an annual basis. If a potential conflict arises during the academic year a new filing is required. For the purpose of this section, conflict of interest is defined by the Montana Legislature in Title 2, Chapter 2, Parts 1 and 2, MCA. This statute recognizes that there are certain actions which are conflicts per se and, as such, are prohibited. Other actions which may give the appearance of conflict or may raise legitimate questions concerning the possibility of a conflict, should be included in the annual disclosure.

A faculty member creates a potential conflict of interest when he/she profits financially from a course requirement that students buy either materials or a book that he/she has written, assembled, or edited. Because faculty members have the responsibility to uphold the highest standards of professional integrity, each faculty member must avoid conflicts of interest. To this end, each faculty member shall avoid even the appearance of conflicts of interest by either (1) donating all financial gain to some charitable entity, or (2) obtaining approval of the majority of the faculty in his or her academic unit for the adoption of the materials or book as a course requirement.

12.310 PROHIBITED ACTIVITIES

No employee may undertake consulting or professional practice assignments which would result in a conflict of interest with

his/her assigned University duties.

An employee may not assist any person for a fee or other compensation in obtaining a contract, claim, license, or other economic benefit from the Montana University System.

An employee may not perform an official act which directly and substantially benefits a business or other undertaking in which he/she either has a substantial financial interest or is engaged as counsel, consultant, representative, agent, director, or officer.

Nothing in this section shall be deemed to forbid an employee from proposing or participating in research programs appropriate to his/her employment which may involve cooperation with other persons or agencies and which may require the employer to seek and receive private or governmental grants for the furtherance of such programs provided the relationship of the employee to the University and to other agencies and persons involved is fully disclosed to both the employer and the granting agency.

12.320 ACTIVITIES REQUIRING DISCLOSURE

Any employee who recommends or approves a purchase and who has any substantial financial interest in the firm involved in the purchase shall make this fact known at the time. Any employee who recommends or approves a personnel action and who has any financial interest or business association with the person who is the object of the action shall make this fact known at the time. This requirement does not include text book adoption where the employee is clearly identified as the author or editor of the book in question.

12.330 RESEARCH CONCLUSIONS

Research, if sponsored by agencies of federal, state, or local government, or if unsponsored but supported by University funds for released time, supplies, or service, is in fact supported by taxpayers. The researcher must ensure that the findings from the University or government sponsored research are made public before utilizing such findings for personal gain on behalf

of a private client as part of a consulting engagement or otherwise giving advantage to a particular party or firm. However, the above statement is not to be interpreted to mean that the public has a right to the field notes, raw data, research notebooks, or working papers of a researcher. Neither is the above statement to be interpreted as a waiver or denial of existing regulations on the use and distribution of data, the premature release of which would jeopardize the public interest.

12.400 REPORTING

At the beginning of each academic year, each bargaining unit member will inform the appropriate dean of any outstanding contracts wherein the unit member receives compensation for services, as defined by Section 12.220. Within thirty (30) days of the end of each academic year, bargaining unit members will report in writing to their dean the number of hours of compensated consultation in which they engaged during the previous academic year. Members of the bargaining unit who are less than full-time employees may request exemption from the reporting provisions of the section for the duration of their part-time employment with the University unless their reportable activity changes.

SEE APPENDIX A: ARTICLE 13 – COMPENSATION 21-23

ARTICLE 13 – COMPENSATION

13.000 COMPENSATION

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

13.100 INDIVIDUAL SALARY BASE

The salary base for determining the salary increase for members of the bargaining unit currently employed shall be the

unit member's preceding contract amount excluding any extra compensation increments. Upon initial hiring, the salary for the first contract period shall be the salary specified in the initial employment contract. For University employees not currently members of the bargaining unit who subsequently become members, the initial base salary shall be determined according to the contract conversion Section 13.410 of this agreement. For University employees who were previously employed as a non-tenurable appointee, the salary base shall be as specified in the new employment contract and they are therefore ineligible for any compensation adjustments within the first year of employment.

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

FISCAL YEAR 2020 (2019-20 ACADEMIC YEAR)

The base salary shall increase by an annualized amount of \$780 (for 1.0 FTE faculty on an academic-year contract) or by 2%, whichever amount is greater, effective the first day of the pay period that includes January 1, 2020. For faculty on a fiscal-year (12-month) contract, the base salary shall increase by an annualized amount of \$1,040 or by 2%, whichever amount is greater, effective the first day of the pay period that includes January 1, 2020. The \$780 or \$1,040 option, if applicable, shall be prorated for faculty who are in positions of less than 1.0 FTE.

FISCAL YEAR 2021 (2020-21 ACADEMIC YEAR)

The base salary shall increase by an annualized amount of \$780 (for 1.0 FTE faculty on an academic-year contract) or by

2%, whichever amount is greater, effective the first day of the pay period that includes January 1, 2021. For faculty on a fiscal-year (12-month) contract, the base salary shall increase by an annualized amount of \$1,040 or by 2%, whichever amount is greater, effective the first day of the pay period that includes January 1, 2021. The \$780 or \$1,040 option, if applicable, shall be prorated for faculty who are in positions of less than 1.0 FTE.

In FY 2020 and 2021, new hires will not be eligible for the normal increase in the year that their employment becomes effective. The effective dates of the normal increases apply only to Fiscal Years 2020 and 2021 and at the time of the signing of this agreement, neither party to this agreement intends these effective dates to be or set a precedent for the effective dates of normal increases in future contracts.

13.230 PROMOTION

1. 2019-2020 – Faculty members promoted during the 2019-2020 academic year as a result of the 2018-19 academic year evaluation cycle to the rank of associate professor, consistent with the promotion procedures of this contract, shall have an amount equal to \$3,500 added to their base salary effective October 1, 2019. Faculty members promoted during the 2019-2020 academic year as a result of the 2018-19 academic year evaluation cycle to the rank of full professor, consistent with the promotion procedures of this contract, shall have an amount equal to \$6,500 added to their base salary effective October 1, 2019.
2. 2020-2021 - Faculty members promoted during the 2020-2021 academic year as a result of the 2019-20 academic year evaluation cycle to the rank of associate professor, consistent with the promotion procedures of this contract, shall have an amount equal to \$3,500 added to their base salary effective the first day of the pay period that includes October 1, 2020. Faculty members promoted during the 2020-2021 academic year as a result of the 2019-20 academic year evaluation cycle to the rank of

full professor, consistent with the promotion procedures of this contract, shall have an amount equal to \$6,500 added to their base salary effective the first day of the pay period that includes October 1, 2020.

13.240 MERITS AND OUTSTANDING PERFORMANCE AWARDS

Funding will be allocated for six (6) merit and three (3) outstanding performance awards to recognize outstanding faculty performance for each year of the current biennium. Because of the late contract settlement date, there will be six (6) OPAs paid effective the first day of the pay period that includes June 1, 2021. Merit and outstanding performance award pay shall be in addition to other salary increments provided in this contract. No faculty member may earn a merit or outstanding performance award in the same year that a promotion is granted. The awarding of merit and outstanding performance award pay shall be consistent with university standards and unit standards and the faculty evaluation procedures in this contract.

Tenure-track faculty members receiving a merit award for the 2019-2020 or 2020-2021 academic years, consistent with the procedures of this contract, shall have an amount equal to \$2,500 added to their base salary effective October 1, 2019 and an amount equal to \$2,500 added to their base salary effective the first day of the pay period that includes October 1, 2020, respectively.

IPR submission deadline	Provost's letter sent by	Number of Merits	Value of Merits	Date Paid
Oct. 15, 2018	April 25, 2019	6	\$2,500	10/1/2019
Oct. 15, 2019	April 25, 2020	6	\$2,500	Paycheck that includes Oct. 1, 2020

The following awards pool shall be allocated to compensate

outstanding non-tenurable faculty performance. Award pay shall be in addition to other salary increments in this contract. Non-tenurable faculty who receive outstanding performance awards for the 2019-2020 and 2020-2021 academic years shall receive \$2,500 effective the first day of the pay period that includes June 1, 2021. Recipients of outstanding performance awards shall have the choice to add the award to their base salary or take a one-time payment of \$2,500.

IPR submission deadline	Provost's letter sent by	Number of OPAs	Value of OPAs	Date Paid
Oct. 15, 2020	April 25, 2021	6	\$2,500	Paycheck that includes June 1, 2021

The administration will publish the list of merit and outstanding performance award recipients.

13.250 MARKET ADJUSTMENTS

Market adjustments are authorized to adjust a base salary to reflect market conditions for tenured and tenure-track faculty members of the bargaining unit. To be eligible for a market adjustment a faculty member must have received a written offer of employment from another institution or present compelling evidence of their marketability. In both cases, the chair will secure the endorsement of a majority 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 MCFA-Administration/Contract Maintenance Committee must approve the request. The Provost will have the final approval on all market adjustments. A report of market adjustment awards will be provided to the MCFA Executive Board each September for the previous year.

13.260 INVERSION AND COMPRESSION

Inversion and compression adjustments are authorized to offer

additional base compensation to tenured and tenure-track faculty members of the bargaining unit. Before granting an inversion or compression adjustment, the MCFA-Administration Committee shall be consulted.

The terms inversion and compression shall refer to circumstances where individual base salary compensation for senior faculty does not keep pace with that of newly hired or junior faculty. Compression is the narrowing of salary differentials over time between junior and senior faculty within a unit resulting in a relatively small individual base salary difference between faculty regardless of skills, rank or experience. Inversion is an extreme form of compression that refers to a situation where a newer faculty is hired at an individual base salary that exceeds that of a senior faculty at the same or higher rank within the unit.

The Administration shall use individual base salary data to calculate inversions and compressions on an annual basis. Based on magnitude, faculty experiencing inversion or compression shall be ranked on a funding priority list including all units. The highest ranked priority on the descending list shall be the most inverted to least inverted and then from most compressed to least compressed.

13.270 INVERSION ADJUSTMENTS

Effective October 1, 2019, the Administration shall implement \$5,000 (five thousand) worth of inversion/compression base salary adjustments for members of the bargaining unit.

Effective the first day of the pay period that includes October 1, 2020, the Administration shall implement \$5,000 (five thousand) worth of inversion/compression base salary adjustments for members of the bargaining unit.

13.300 SALARY FLOORS

The minimum salary for faculty 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 0.50 FTE and above.

	2019-2020	2020-2021
Professor	\$47,175	\$47,175
Associate Professor	\$39,452	\$39,452
Assistant Professor	\$35,130	\$38,000
Instructor	\$33,572	\$37,000

The increase in salary floors as described above will be effective at the begin date of each faculty member's AY 2020-2021 contract.

13.410 CONTRACT CONVERSION

The only conversions governed by this section include conversions from and to the same type of base salary; i.e., state-appropriated to state-appropriated, or externally funded to externally funded. In no case shall these provisions be applicable to mixed conversions, such as state-appropriated to externally funded, or externally funded to state-appropriated. Any employee within the bargaining unit who is changed from an academic year appointment to a fiscal year appointment within the bargaining unit shall thereafter receive at least 1.22 times the academic year salary received at the time of the change and shall be entitled to accrue vacation leave as provided by Regents' policy. Any employee within the bargaining unit who is changed from a fiscal year to an academic year appointment and any employee who changes from a fiscal year appointment outside the unit to an academic year appointment within the unit shall be compensated at a salary determined by dividing the fiscal year salary, less any stipend for administrator or other special duties, by 1.22 and shall cease to be entitled to take or accrue annual leave, but shall be entitled to payment for any amount of annual leave previously accrued which is not in excess of twice the amount annually accruable. Administrators, including deans, associate deans, assistant deans and administrators on Board of Regents contracts, who cease to hold fiscal year contracts and enter the

bargaining unit with an academic year contract shall be governed by this section except that their salary shall be made comparable to members of the bargaining unit with similar credentials and years of experience. When an employee is hired initially into an externally funded position and moves to a state-appropriated position, the Provost will establish a new base salary.

13.420 SALARY PRORATION

For faculty members hired on an academic year contract during the 2001-2002 academic year and thereafter, compensation for part of a contract or pay period and any compensation for services other than those incident to regular academic year service shall be made on the basis of a daily rate determined by dividing the academic year salary by 190. For faculty members hired on an academic year contract prior to the 2001-2002 academic year, compensation for part of a contract or pay period and any compensation for services other than those incident to regular academic year service shall be made on the basis of a daily rate determined by dividing the academic year salary by 170. Any reduction from regular salary shall be at the daily rate, except that a faculty member working for one semester shall receive one-half ($1/2$) of his/her annual salary.

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 \$3,900 for 2019-2020 and \$4,100 for 2020-21 effective October 1, 2019, and the first day of the pay period that includes October 1, 2020, 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 \$4,400 for 2019-2020 and \$4,600 for 2020-21, effective October 1, 2019, and the first day of the pay period that includes October 1, 2020, 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 \$4,900 for 2019-2020 and \$5,100 for 2020-21, effective October 1, 2019, and the first day of the pay period that includes October 1, 2020, respectively.

13.540 ADDITIONAL COMPENSATION FOR CHAIRPERSONS

The 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 MCFA - Administration Committee within ten (10) working days of approval.

13.550 COMPENSATION OF PROGRAM DIRECTORS/DISCIPLINE LEADS

Contingent upon the performance of duties described in Section 16.320, compensation for program directors/discipline leads shall be provided in the form of one (1) 3-credit course release per semester. No monetary compensation will be provided for program director/discipline lead duties.

13.600 SUMMER SESSION

The rate of pay for summer session instructional activity shall be at the rate of two-ninths ($\frac{2}{9}$) 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. In the event that a summer course faces cancellation due to low enrollment, faculty members may negotiate to teach the course at a salary lower than two ninths of the prior academic year salary for full time teaching in order to avoid cancellation.

13.650 WINTER SESSION

The rate of pay for any winter session instructional activity shall be \$1,100 per credit.

13.710 GROUP INSURANCE

Employer contributions for eligible employees of the Montana University System group insurance plan shall be equivalent to the amount provided by state statutes for the years of this agreement.

13.720 UNEMPLOYMENT INSURANCE

The employer agrees that all employees covered under this agreement shall be covered by unemployment insurance as provided by the Employment Security Division of Montana, Sections 39-51-101, et seq., MCA.

13.730 WORKERS' COMPENSATION

Workers' Compensation payments are for the purpose of offsetting the loss of income suffered by a faculty member. An employee's pay continues while on sick leave, and he/she is not entitled to both paid sick leave and Workers' Compensation payments. An employee who is injured on the job has the option of taking either sick leave or Workers' Compensation payments, and if sick leave runs out, may receive Workers' Compensation payments.

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.

13.750 EMPLOYMENT INDEMNITY

Employees covered by this agreement are entitled to indemnification in accordance with the provisions of Section 2-9-305, MCA, for their actions taken within the course and scope of their employment.

13.800 BUDGET RESCISSIONS

In the event The University of Montana has its appropriation reduced by the legislature or the Governor during the term of this agreement, those portions of this agreement which are

contingent upon the availability of resources may be opened for renegotiations by mutual agreement of the parties.

13.900 CONTINGENCY PROVISIONS

In the event that general fund, millage revenue, and student incidental fee revenue is insufficient, in the judgment of the Administration, to fund the compensation provisions of this contract, the Administration retains full discretion to respond to the revenue shortfall by terminating the employment of faculty pursuant to Section 18.500 et seq., Sections 9.200 and 9.230, and other applicable sections of the CBA.

ARTICLE 14 – INTELLECTUAL PROPERTY AND COMPUTER POLICIES

14.000 INTELLECTUAL PROPERTY AND COMPUTER POLICIES

14.100 COPYRIGHT POLICY

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

When a faculty member is assigned work or responsibilities or uses University facilities, equipment, and/or assigned time outside of their normal teaching, scholarship/creative activity and/or service activities, for the specific purpose of developing visual aids, manuals, public relations material, or printed or recorded copyrightable works, developing computer programs, electronically deliverable courses, or other electronic/digital copyrightable works, then, the works produced pursuant thereto and all royalties therefrom shall be the property of the University. Such assignment shall be indicated either on the individual employment contract or in a separate document countersigned by the employee. Should the University and the

employee agree to a division of royalties such division must be included in the contract or in a separate document countersigned by the employee. If the University does not wish to copyright the work, the faculty member may obtain a written release from the Provost and may then copyright the work in his/her own name. Upon written request for release by the author, the University will respond within thirty (30) days.

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

If a faculty member develops a copyrightable work as governed in paragraph 3 (above), but the faculty member decides to assign the copyright to the University, and the University accepts the assignment, the royalties and other income from the copyright will be distributed in the same manner as from patents, as described in 14.250-2 (a) and 14.260.

Consistent with BOR Policy 406, electronic material created or developed by a faculty member subject to this article may not be used in conjunction with teaching on behalf of any entity other than the University of Montana unless prior written permission is granted by the Provost. Such permission shall not be unreasonably withheld. This limitation applies to the specific electronic format of the course and does not limit the faculty member's right to use facts, theories, opinions or other items of substantive course content in another setting. Similarly, copyrightable works as defined in paragraph 3 above may not be used by any other person or entity than the faculty member who developed them without prior written permission of that faculty member.

14.200 PATENT POLICY

All employees in the bargaining unit shall adhere to the following procedures with respect to patentable inventions or discoveries. The purpose of these procedures is to define the relationships among the inventor, the University, and outside sponsors of research.

14.210 OWNERSHIP OF INVENTIONS OR DISCOVERIES

All patentable inventions made by employees in the bargaining unit in connection with their assigned duties and/or by the use of the University's facilities shall be considered the property of the University under the following circumstances:

Wholly the property of the University if the person or persons responsible for the invention was employed by the University specifically for that purpose. His/her contract of employment shall so indicate.

To the extent specified in the contract of employment or a separate agreement between the University and employee relating to a specific work assignment.

To the extent recommended by the University Patent Officer

and approved by the President if research or endeavors directly resulting in the discovery or development of the invention or marketable product involved use of University time, materials, property, or facilities. For the purposes of this paragraph, University time, materials, property, or facilities includes time, material, property, or facilities paid for from funds administered by the University.

Under all other circumstances individual employees are free to secure, under the patent laws of the United States, the exclusive right to their inventions.

14.220 LIMITATIONS

1. This policy shall not include copyrights.
2. Provision of normal academic environment, including library facilities, does not constitute grounds for equity by the University in a discovery or invention.

14.230 INVENTORS' RIGHTS AND DUTIES

Employees in the bargaining unit retain the right and responsibility for recognizing in their work inventions that may reasonably be marketable; and in every case, complete academic freedom including publication in both time and scope shall be maintained, (Board policy 302, 9/2004; UM Policy 704, 7/2004, CBA 6.100) unless agreements with outside sponsors provide otherwise as indicated below. Investigators will participate in work under such outside agreements only after they have informed themselves of such provisions and have accepted these provisions. Any employee to whom the conditions are set forth in Section 14.210, 1, 2, and 3 above applies, who either alone or in association with others makes an invention shall promptly disclose in writing to the University Patent Officer in a format acceptable to the University such invention, and as to any such invention shall, upon request, promptly execute all contracts, agreements, waivers, or other legal documents necessary to invest the University or, if applicable, the federal government, other outside sponsors, or the University's assignees and any and all rights to the

invention, including complete assignment or any patent applications for the invention.

With the exception of those inventions developed under agreements with outside sponsors, the Patent Officer shall inform the inventor(s) in writing whether the University plans to secure the patent or release the discovery to the inventor(s). In the case of the release of the discovery, or in the case of failure by the Patent Officer to communicate in writing within twelve months, the inventor(s) is free to secure the patent, pay all fees, and receive all benefits therefrom. If a dispute arises concerning the origin of an invention or patentable discovery or any aspect of patent policy, the dispute shall be presented to the System Invention Committee for final disposition.

14.240 SUBMISSION OF PATENTABLE INVENTIONS OR DISCOVERIES TO PATENT OFFICERS

Invention Outside the University: If an invention is made and/or developed without University support of a significant degree, all rights remain with the inventor. Such inventions may be voluntarily submitted for consideration by the University, but the inventor is under no obligation to do so. Provision of a salary or desk to an inventor by the University does not, in itself, constitute significant support. However, any invention by an employee related to an area in which he/she participates in research under University auspices must be reported to the University so that the question of whether the University has provided significant support can be decided by the University Patent Officer. This decision may be appealed to the System Invention Committee.

Invention With University Support: If an invention is made and/or developed with University support of a significant degree in the time, money, materials, or facilities, the inventor must submit a full disclosure of the invention to the University Patent Officer. Additionally, a copy of any manuscript submitted for publication shall simultaneously be submitted to the University Patent Officer if the author considers that it may contain marketable inventions. The University Patent Officer may advise, but not require, deferral of publication in order to protect the patent

rights of the University and the inventor.

14.250 PROSECUTION OF PATENTS

Time Limits: In the event that the University deems that a patent should be prosecuted, the prosecution shall be carried out diligently and without expense of any kind to the inventor. The parties to this agreement recognize the need to file the patent application and develop the patent as fast as possible with no abridgement of academic freedom (Board policy 302, 9/2004; UM policy 704, 7/2004; CBA 6.100). The time limits expressed herein represent the maximum time allowed, but every effort should be made to complete the process faster than the time limits specified. The inventor must assign to the University any interest in the patent equivalent to the property interest which the Patent Officer determines to belong to the University or which is required by Section 14.210, 1 and 2. The preliminary patent search must be started within six (6) months from the date the matter is presented to the University or the University forfeits all rights to the invention. If no patent application is filed within a total elapsed time of fifteen (15) months following disclosure, all patent rights revert to the inventor(s).

Options Available to the University: The inventor has an obligation to offer the University the opportunity to develop the invention for commercial use if the invention was made with University support as defined in Section 14.210, 1, 2, or 3. The President, following recommendation by the University Patent Officer may:

- Elect to acquire title to the invention by assignment and in this case will undertake (unless inappropriate) the timely filing of patent application, patent prosecution, development, and marketing of the invention and shall bear all related costs. If the University desires to accept such an assignment the inventor shall be obligated to make such an assignment. The inventor shall, in this instance, receive on an annual basis fifty percent (50%) of all net income, defined as gross royalties or other payments, including any recovery of damages obtained by the University, but less external costs incurred by the

University in obtaining and protecting the patent rights and less any direct costs of development; or

- Cause the invention to be assigned to some patent management organization, such as Research Corporation or the University's Foundation. The domestic patent rights, foreign patent rights, or both, may be assigned to a patent management organization. The inventor shall receive on an annual basis fifty percent (50%) of all net royalties and other income received by the University from said patent management organization; or
- Decline to accept any rights to the invention by assignment or otherwise, in which case all rights revert to the inventor.

Invention Developed Under Agreement With Outside Sponsor: If the invention was made or developed under an agreement with an outside sponsor, the rights with respect to the invention shall be governed by provisions of that agreement. If not provided otherwise by the sponsoring agreement, the inventor's share of royalty or other income received from an outside sponsor shall be limited to the share he/she would have received had the University supported the research entirely. If the sponsor determines that invention rights are left with the University, the University may elect to pursue one (1) of the three (3) options listed in Section 14.250, 2.

14.260 DISTRIBUTION OF UNIVERSITY RELATED INVENTION AND COPYRIGHT RELATED INCOME

In order to provide invention and copyright incentive and capability to University personnel, the University's share of invention and copyright income will be distributed as follows. Of the University's retained share of net royalty or other income for any given invention, defined as gross receipts, less external expenditures for that invention and less the inventor's personal share, two-thirds (2/3) for the first \$30,000 per year, one-half (1/2) of the next \$30,000 per year, and one-third (1/3) of the remainder will be designated through the University's budget or

financial office to support the work of the inventor while employed by the University and/or to promote discoveries at the University. The rest will be distributed to a designated fund and will be used to support patent development and expand research at the University. Such distribution to support the inventor's work, derived from any given invention, will terminate after eight (8) years from the first sale of products embodying that invention, and any earned monies after this date will go to a designated fund.

14.270 DEVELOPMENT OF INVENTIONS

If the inventor becomes dissatisfied with the development of the invention as carried out by the University, or with the University's delay in reaching a decision, an appeal may be made to the System Invention Committee, in which the inventor may urge that specific changes in the proposed course of action be undertaken by the University or if the unit has been assigned rights to the invention, may ask that the invention rights be reassigned to a patent management organization such as Research Corporation or all rights be reserved to the inventor.

If after a period of three (3) years from the acquisition of the issued patent by the University the invention has not been marketed, all rights revert to the inventor, unless an agreement with any outside sponsor precludes such reversion.

14.280 DEFINITIONS

1. University Patent Officer: The University Patent Officer shall be the person designated by the President to serve in that capacity.
2. System Invention Committee: The System Invention Committee will be selected by the Commissioner of Higher Education in accordance with procedures for appointments of inter-unit committees.

ARTICLE 15 – LEAVE OF ABSENCE AND FACULTY EXCHANGE

15.000 LEAVE OF ABSENCE AND FACULTY EXCHANGE

15.100 COMPENSATED LEAVES

15.110 MAINTENANCE OF RIGHTS

A tenurable (tenured or tenure-line) faculty member returning from compensated leave shall return to the same position, and compensated leave time shall be regarded as regular employment time.

15.120 PROFESSIONAL LEAVE AND TRAVEL

Tenurable (tenured or tenure-line) faculty members may be permitted sufficient time away from their regular assignments to attend scheduled professional meetings or conferences or otherwise to further their research or professional interests through a short term period of travel upon recommendation by the unit chairperson and approval by the dean. Subject to the availability of funds for travel in the unit, college or school such faculty member shall be entitled to apply in advance for reimbursement for travel and other authorized expenses incurred in attendance of such meeting or trips for other professional purposes.

Travel funds may be granted for the following appropriate purposes:

1. delivery of a research paper at a national or regional meeting;
2. a brief research trip to collect data, test proposals, confer with experts in the field, etc.;
3. serving as a program chairperson at a national or regional meeting;

4. serving as a critic on a scholarly paper at a national or regional meeting or serving as a panel discussant at such meeting;
5. participation in state meetings of University System committees, research organizations, Commissioner's Office business, etc.;
6. other similar interests determined by the dean to be appropriate.

15.130 SICK LEAVE - DEFINITIONS AND REGULATIONS

Effective July 1, 1989, faculty members at The University of Montana-Missoula College shall be credited with their full amount of unused sick leave up to any established maximums. Sick leave accumulated prior to July 1, 1989, shall be maintained separately from that accumulated after July 1, 1989. For faculty members at The University of Montana-Missoula College, sick leave accumulated prior to July 1, 1989, will be cashed out upon termination at the rate of one-half of the employee's current daily rate attributed to the accumulated sick leave. Sick leave accumulated after July 1, 1989 will be cashed out upon termination at the rate of one-fourth of the faculty member's current daily rate. Those sick leave days earned last shall be the first used.

1. Sick leave is the necessary absence from duty caused when a faculty member or a member of his/her immediate family has suffered illness, injury, pregnancy, or pregnancy-related illness, exposure to contagious disease which requires quarantine or the necessary absence from duty to receive medical or dental examination or treatment.
2. Sick leave credits shall be earned at the rate of one (1) working day for each month of service. Prorated leave benefits will be granted those employees .50 FTE or more. The contract year for the teaching faculty at The University of Montana shall be a period of nine (9)

months; four (4) hours credit for August, eight (8) hours credit for September through April, and four (4) credit hours in May.

3. Faculty are entitled to take sick leave after they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to total sick leave credits earned.
4. Sick leave credits may not be accrued during a continuous leave of absence without pay which exceeds fifteen (15) calendar days, except while serving on jury duty.
5. Sick leave credits earned at the University shall remain credited to the faculty member's sick leave account. Sick leave charges in excess of earned sick leave credits may be charged to leave without pay. Sick leave charges and credits shall be charged to the nearest full hour.
6. It is the responsibility of the faculty member to assure proper reporting of the use of sick leave for record keeping purposes. Any illness, medical appointment, or emergency which necessitates use of sick leave shall be reported by the faculty member to the appropriate immediate supervisor as soon as possible. Supervisors in coordination with the dean's office shall report the sick leave to the Human Resource Office each month.
7. A physician's certificate or other evidence to substantiate a sick leave charge may be required by the dean in case of a lengthy absence or if a question of abuse exists.
8. Disabilities caused by or attributed to pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, for all job-related purposes, are temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.
9. Abuse of sick leave is cause for dismissal. Abuse occurs

when there is misrepresentation of the actual reason for charging an absence to sick leave, when an employee uses sick leave for unauthorized purposes or when an employee neglects to report sick leave.

10. Any statutory holidays that fall during a period that an employee is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.
11. Advancing sick leave credits after an employee's earned sick leave credits have been expended is expressly prohibited.
12. A faculty member who terminates employment with the University is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the faculty member's salary at the time he/she terminates employment with the University. Accrual of sick leave credits for calculating the lump sum payment begins July 1, 1971. However, no faculty member forfeits any sick leave rights accrued prior to July 1, 1971.
13. A faculty member who is selected for employment by another institution of the Montana University System and who accepts such employment without a break in service will be credited by the hiring institution with that amount of accumulated sick leave which he/she had to his/her credit on his/her last day of service with the University System.

15.140 EMERGENCY LEAVE

A faculty member shall be given leave with pay for (a) the death of a member of the immediate family of the faculty member and attendance at the funeral, and (b) necessary presence at home due to illness, pregnancy or childbirth of a member of the immediate family of the faculty member.

The faculty member's immediate family shall consist of spouse,

children, parents, brothers, sisters, relatives of the faculty member's spouse in like degree and household dependents.

Emergency leave shall be charged against a faculty member's sick leave credits and shall not exceed a total of five (5) working days per year for illness in the immediate family and a total of (5) working days per year for each death in the family.

15.150 PERSONAL LEAVE

Compensated personal leave up to five (5) working days per contract year may be granted to members of the bargaining unit by the dean or chairperson upon written request of the bargaining unit member. Personal leave is not chargeable against any other leave credits, is not cumulative or compensable, and may not be approved for vacation, recreation purposes, or boycott activity or absences from work in sympathy for concerted activity.

15.160 MILITARY LEAVE

Any faculty member who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps or the military forces of the United States and who has been a faculty member of The University of Montana for a period of at least six (6) months shall be given a leave of absence with pay for a period of time not to exceed fifteen (15) working days in a calendar year for attending regular encampments, training cruises, and similar training programs under official military orders. Such absence shall not be charged against any other leave credit earned by the employee.

15.170 VACATION TIME

Full-time faculty members on fiscal year twelve (12) month contracts shall earn annual vacation leave from the first month of employment at the rate of 1.75 days per month (21 days per year), but are not entitled to any vacation leave with pay until they have been continuously employed for a period of six calendar months. Permanent part-time (less than 1.0 FTE)

faculty members are entitled to prorated vacation leave if appointed for .50 FTE or more and they have worked the qualifying period. A faculty member who has worked the qualifying period for use of annual vacation leave does not have to repeat that period upon return to work from an approved leave of absence.

Vacation leave shall not accrue during a leave of absence without pay the duration of which exceeds fifteen (15) days. Absence by reason of legal holidays may not be charged against annual vacation leave, and absence by reason of illness or pregnancy or childbirth may not be charged against vacation leave unless approved by the employee.

The dates vacation leave shall be granted shall be determined by agreement between the faculty member and the supervisor with regard to the best interest of the state as well as the faculty member.

Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the last day of the calendar year. Excess vacation time is not forfeited if taken within ninety days from the last day of the calendar year in which the excess was accrued.

Upon termination not reflecting discredit on the faculty member he/she shall be entitled to cash compensation for unused vacation leave unless transferring to other employment by the State of Montana.

15.180 FACULTY EXCHANGE

Faculty members participating in a Faculty Exchange program shall continue to be considered faculty of The University of Montana and shall continue to receive and accrue all rights and benefits.

15.190 FAMILY LEAVE

Faculty members may use accumulated sick, personal, and annual leave for the care of newly born or adopted children or

for the care of members of the employee's immediate family with serious health conditions, consistent with Sections 15.130, 15.150, and 15.170. In addition, faculty members may request and shall be granted extraordinary uncompensated leave to care for members of the employee's immediate family with serious health conditions, consistent with Sections 15.210 and 15.220,2. Immediate family is defined in Section 15.140.

15.200 UNCOMPENSATED LEAVES

15.210 APPLICATION FOR LEAVE AND APPROVAL

The faculty member shall submit the request for leave to the department chairperson, where available, and the dean in writing, stating the reasons for the leave, the proposed period of absence, and the date of return. The department chairperson, dean, and the Provost must approve the leave before it will be granted and forwarded to the Board.

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.

Every faculty member on professional uncompensated leave must inform the dean in writing at least three (3) months in advance of the termination of the leave of the faculty member's intention to return from leave, or request an extension of the leave. If the extension of leave is refused, the letter of refusal must inform the faculty member that he/she has thirty (30) days from the receipt of the notice to respond stating his/her intention to return at the end of the approved leave or to resign. Except under extenuating circumstances, by which the faculty member can appeal to the Dean for reconsideration, failure to respond will constitute a resignation.

If a faculty member on leave does not inform the dean of his/her intention in writing at least three (3) months in advance of leave expiration, unless there are unusual circumstances justifying a delay, he/she shall be considered to have voluntarily resigned from the University.

2. Extraordinary Uncompensated Leaves: Leaves may be granted for such reasons as continuing poor health or disability, maternity and child care, accepting public office for limited time, or other personal reasons. Extraordinary leaves shall not be counted toward the years of service (probationary or tenured) of the faculty member or for purposes of salary or promotion. No extraordinary uncompensated leave may exceed one (1) calendar year.
3. Public Service Leave: Faculty members elected or appointed to public office may request and the University shall provide uncompensated leaves for periods of one semester per year.
4. Leave for Jury Duty and Subpoena: Any faculty member summoned as a juror or subpoenaed as a witness may elect to take uncompensated leave and retain all fees and allowances paid for such services, or not to take leave and forward all fees paid for such services to the

Business Services Office of the University to be applied toward the salary due from the University for the period of service. A faculty member is not required to remit to the Business Services Office any expense or mileage allowances paid by the court.

ARTICLE 16 – DEANS AND CHAIRPERSONS

16.000 DEANS AND CHAIRPERSONS

16.100 DEANS

The responsibilities of the dean are established by the Provost and President of the University, to whom they report. The responsibilities listed here are only those which relate to the administration of the CBA and should not be understood as exhaustive.

Deans are responsible for assigning faculty teaching workload, subject to the approval of the Provost, giving consideration to the recommendations of the department chair (Section 6.210). The dean shall take an active role in faculty evaluation, as outlined in Section 10.000, in faculty development, and other areas as stipulated.

In the dean's position as a faculty member in a unit, an application for promotion or tenure shall be initiated by him/her. The recommendations of the unit Faculty Evaluation Committee shall be based on the standards and procedures developed by the unit applicable to other faculty members. These recommendations shall be transmitted to the Provost. The procedure for further recommendation and appeal shall be the same as that prescribed for other faculty.

In the process of the Provost's evaluation of deans in their administrative roles, he/she shall consult with a representative group of the faculty members affected by the dean's performance.

16.200 DEPARTMENT CHAIRPERSONS

16.210 APPOINTMENTS

The department chairperson is appointed by the Provost of the University upon recommendation of the dean. 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.

16.220 DUTIES OF CHAIRPERSONS

A chairperson shall represent the interests of individual faculty members and the unit to the dean as well as accurately present the positions and requirements of the Administration to the faculty within the unit. Subject to the authority of the dean, the chairperson shall have the responsibility to schedule classes, arrange teaching hours and assignments, meet student needs in graduate and undergraduate programs within University policies and procedures as well as standards of the unit, serve as the first line of appeal for complaints or disputes concerning the department, submit budget proposals, administer the approved budget, make recommendations regarding curricula, programs, personnel matters, and departmental concerns, administer operation of the unit office, and handle routine business of the department, and perform other responsibilities as assigned by the dean.

16.230 COMPENSATION

The department chairperson carrying out the responsibilities listed above shall be granted a stipend and the release time as designated in Section 13.500.

16.240 EVALUATION OF DEPARTMENT CHAIRPERSONS

1. The evaluation of the departmental chairperson as a faculty member will occur in accordance with Section 10.000. Either the unit faculty or the unit chair may initiate the request for promotion, merit or tenure for the unit

chair, based on the standards developed by the units, and forwarded to the deans. The procedure for further recommendations and appeal will be the same as that prescribed for other faculty.

2. The administrative performance of departmental chairpersons is subject to review at any time by the Dean. A regular evaluation of the administrative role of each chairperson will occur during the normal faculty evaluation, and be conducted according to the procedures of Section 10.000. The review will focus on the chairperson's leadership in meeting the goals of the unit and fulfilling the duties outlined in CBA 16.220.

16.300 PROGRAM DIRECTORS/DISCIPLINE LEADS

16.310 APPOINTMENTS

The program director/discipline lead is appointed by the Missoula College Dean upon recommendation of the department chairperson. The department chairperson shall consult with the appropriate unit faculty prior to making a recommendation. The program director/discipline lead may hold academic tenure as a faculty member but not as a program director/discipline lead.

16.320 DUTIES OF PROGRAM DIRECTORS/DISCIPLINE LEADS

A program director/discipline lead shall represent the interests of individual faculty members and the unit to the departmental chairperson as well as accurately present the positions and requirements of the department chairperson to the faculty within the unit. Subject to the authority of the department chair, the program director/discipline lead shall be responsible for the following activities within their program/discipline: advising, accreditation, adjunct instructor supervision, curriculum design, workforce alignment, and community outreach. In addition, the program director/discipline lead shall perform other responsibilities as assigned by the department chair.

16.330 COMPENSATION OF PROGRAM DIRECTORS/ DISCIPLINE LEADS

The program director/discipline lead carrying out the responsibilities listed above shall be compensated as described in Section 13.550.

16.340 EVALUATION OF PROGRAM DIRECTORS/DISCIPLINE LEADS

1. The evaluation of the program director/discipline lead as a faculty member will take place in accordance with Section 10.000. Either the unit faculty or the program director/discipline lead may initiate the request for promotion, merit or tenure for the program director/discipline lead, based on the standards developed by the units, and forwarded to the departmental chairperson and the Dean. The procedure for further recommendations and appeal will be the same as that prescribed for other faculty.
2. The administrative performance of program directors/discipline leads is subject to review at any time by the department chairperson or the Dean. A regular evaluation of the administrative role of each program director/discipline lead will take place during the normal faculty evaluation, and be conducted according to the procedures of Section 10.000. The review will focus on the program directors'/discipline leads' leadership in meeting the goals of the unit and fulfilling the duties outlined in Section 16.320.

ARTICLE 17 – REVIEW OF TENURED FACULTY

17.000 REVIEW OF TENURED FACULTY

Tenure review will be initiated when a tenured faculty member has received a less-than-normal salary increment for three (3) successive years.

Tenure reviews shall be a special responsibility of the Faculty Evaluation Committee in each unit. The committee shall evaluate the continuing performance record of the faculty member in the areas of teaching, research/creative activity and service against the criteria for excellence and continued growth established for original award of tenure-both University-wide and in the standards for that unit. The committee shall recommend to the unit one (1) of two (2) courses of action:

1. continuation of tenure for a year with re-evaluation at the end of that year with an accompanying letter stating the reasons for the probationary period, or
2. discontinuation of tenure for a minimum period of one (1) year with re-evaluation each year until tenure is reinstated or until the faculty member's employment is terminated.

The reasons for each recommendation shall accompany same.

The entire faculty of the unit shall vote on each committee recommendation and the results of this vote, together with the report of the committee and the appropriate documentation of the faculty member's performance record, shall be forwarded to the dean. The dean shall review each case and shall make a decision. This decision shall be sent in writing to the faculty member concerned, to the unit chairperson, and to the Provost. In the event of lack of concurrence between the recommendation of the unit and the dean's decision, the dean shall append to his/her decision the reasons for such lack of concurrence and for his/her decision.

The decision of the dean may be appealed by the faculty member to the Provost. The FA may grieve omissions or abuses of procedures by the employer. The remedy for any procedural defect grieved shall be limited to a curing of the procedural defect.

ARTICLE 18 – SANCTIONS, SUSPENSIONS, AND TERMINATIONS

18.000 SANCTIONS, SUSPENSIONS, AND TERMINATIONS

18.100 SANCTIONS

Any employee in the bargaining unit may be subject to disciplinary sanctions. Disciplinary sanctions shall be limited to warning letters and formal reprimands. Warning letters and formal reprimands may become part of the faculty member's personnel file and may be used in conjunction with subsequent personnel considerations for a period of three (3) years following the date of the sanction.

18.200 SUSPENSION

Any employee may be reassigned or suspended with pay when, in the judgment of the Provost, it would be in the best interest of the employee, the students, or the University. Any employee may be suspended without pay upon conviction of a felony or when the employee is absent without authorization or justification for a period in excess of five (5) class or regular work days.

18.300 CAUSES FOR DISCIPLINE OR DISCHARGE

The employer may discipline or discharge employees for the following causes:

1. conviction of a felony or of a crime involving moral turpitude during the period of employment at the institution or the willful concealment of such crime in making application for employment;
2. conviction of theft of University property or property in the custody of the University;
3. fraud or deliberate misrepresentation of professional preparation, accomplishment or experience in connection

with initial hiring or in the submission of materials for evaluation for promotion, tenure or salary adjustment purposes;

4. plagiarism in professional papers or reports, or deliberate falsification of University records;
5. deliberate failure by the faculty member engaged in private consulting to inform his/her client that the faculty member is acting as a private consultant and not as a representative of The University of Montana;
6. violation of the conflict of interest provisions of this contract;
7. exploiting or abusing students or employees, including sexual harassment as defined by University policy in effect at the time of this agreement (Personnel Policy 235);
8. failure to carry out the responsibilities of a faculty member as defined in Article 6.200;
9. violation of University policies "Drug-Free Workplace". (Personnel Policy 58, adopted 7/1/89) or "Scientific Misconduct" (Personnel Policy 238.0, adopted 08/30/99), required by federal law as a condition of receiving federal funding.

Faculty members accused of violating sections 3, 4, 5, 6, and 8, but not subject to any prior judicial or other legally conclusive adverse finding, shall be accorded a presumption of innocence and receive due process provided below in Section 18.400 and the full protection of the terms of this contract prior to being discharged for the alleged violations.

Faculty members accused of violating sections 7 or 9 shall be accorded a presumption of innocence and receive due process as afforded by the policies stated in these sections, in addition to the due process provided below in Section 18.400 and the full protection of the terms of this contract prior to being discharged

for the alleged violations.

Faculty members who hold tenure and return rights to an academic department, but are serving the University in an administrative capacity outside the bargaining unit, shall automatically forfeit their tenure and return rights if terminated from the Administration for causes 1 through 7 or 9 listed in this article.

18.400 DISCIPLINE OR DISCHARGE FOR CAUSE PROCEDURE

The following procedures will be observed in all cases of discipline or discharge of nontenurable, probationary or tenured appointees for cause:

1. **Determination to Discipline:** If the dean determines that disciplinary action for cause should occur, the dean shall prepare a formal statement of the charges which shall be served on the employee. The employee will be accorded an opportunity to rebut the charges. Both a copy of the charges and of the rebuttal shall be placed in the employee's personnel file and may be used according to the guidelines in Section 18.100. If the faculty member believes that this action was in violation of the terms of this contract, the faculty member has the right to grieve this action in accordance with Section 19.000.
2. **Determination to Bring Charges:** If the dean is informed of any information regarding grounds for cause or any request that charges be brought, the dean or the dean's designee(s) shall conduct an investigation and determine the action to be taken. If the dean determines that termination for cause proceedings should be initiated, he/she shall prepare a formal statement of charges which shall be served on the employee.
3. **Request for Hearing:** Within twenty (20) days of the service of the statement of charges, the employee shall indicate to the Provost in writing whether a formal hearing is desired. If no response is received within the time

specified, the right to a hearing is waived.

4. Committee on Service: If a formal hearing is requested, it shall be scheduled and conducted by the Committee on Service.

The Committee on Service will consist of one (1) faculty member on continuous tenure appointed by the Board of Regents, one (1) faculty member on continuous tenure appointed by the President, and one (1) faculty member on continuous tenure elected by the Faculty Senate. The committee members shall serve a twelve-month (12) term, to commence on September 1. Whenever a vacancy occurs, a successor shall be appointed by the appropriate body or individual to fill the unexpired term. A member of the committee will remove himself/herself from the case, either at the request of a party or on his/her own initiative, if he/she deems himself/herself disqualified for bias or interest. Any member so disqualified shall be replaced for purposes of the hearing by a temporary member appointed by the original appointing authority. Each party to a hearing will have one (1) peremptory challenge.

5. Notice of Hearing: Notice of the time and place of the hearing and the names of the Committee on Service shall be mailed to the employee charged at least twenty (20) days prior to its scheduled date. The notice shall contain the dates, times, places, and persons involved in the acts or omissions upon which the charges are based; a concise statement of the relevant facts which will be placed in evidence; the names of any persons who will testify and the substance of their testimony; and copies of any documents which will be submitted in support of the charges alleged.
6. Employee's Answer: At least ten (10) days prior to the scheduled hearing, the faculty member shall deliver to the Provost a written answer to the charges which shall include: the names of any witnesses who will be called to testify for the faculty member and the substance of the

testimony of each; copies of any documents which will be submitted into evidence by the employee; and a concise statement of the substantive points of the employee's defense. The answer shall also indicate whether the employee prefers an open or closed hearing.

7. Hearing Procedure: The Committee on Service, in consultation with the President and the affected employee, will exercise its judgment as to whether the hearing should be public. However, the employee's request that the hearing be private shall be binding on the Committee on Service. The employee shall have the right to representation of his/her choice, a verbatim record of the hearing available at cost, and assistance from the employer in obtaining evidence or cooperation of witnesses.

The employer shall have the burden of going forward with the evidence and the burden of proof shall be a preponderance of the evidence. The strict rules of evidence need not be applied. Witnesses and documents in addition to those specified in the notice and answer may be presented at the hearing. However, either party shall have the right to request postponement in the event of valid surprise. Both parties shall have the right to cross-examine witnesses and to make both opening and closing remarks. Any member of the bargaining unit may be requested by either party to testify or present evidence. Giving testimony or presenting evidence when so requested shall be an academic responsibility to assist in the proper administration of University affairs within the meaning of Section 6.200.

Upon conclusion of the presentation of all evidence and argument by both parties, the Committee on Service shall repair to executive session. Within ten (10) days of the date of the hearing, the Committee on Service shall have voted for discharge or retention.

8. Transmittal of Recommendation: The chairperson of the Committee on Service shall mail the written

recommendation of the Committee on Service to the employee and the President within fifteen (15) days of the date of hearing.

9. Right of Appeal: Within fifteen (15) days of receipt of the written recommendation of the Committee on Service, the employee may notify the President of his/her intent to appeal the recommendation.
10. Appeal Hearing: The President or designee shall schedule a meeting with the employee and hear the appeal within fifteen (15) days of receipt of the notice of intent to appeal.
11. Final Disposition: The employee shall be notified of the President's decision in writing within fifteen (15) days following the recommendation of the Committee on Service, or if an appeal hearing was conducted, fifteen (15) days following such hearing. This notification shall include specification of cause(s) for discharge as stated in this contract. The decision shall constitute the final administrative action and may be grieved as to procedural matters only. The remedy on grievance shall be limited to correcting the procedural defect by remanding the matter for remedial action, but may not reverse a substantive decision or academic judgment.

18.500 RETRENCHMENT

Retrenchment is the termination of tenured faculty members for financial or programmatic reasons.

The necessity for retrenchment shall be determined by the Board of Regents, based upon recommendations by the President of the University, a Review Committee, and the Commissioner of Higher Education in accordance with the procedures detailed in this section.

In determining whether retrenchment is necessary and in selecting the areas where the terminations will occur, consideration shall be given to the University's responsibility to offer an appropriate range of courses and programs and to

maintain a balanced institutional effort that is responsive to the needs of the students and the state.

18.530 LAYOFF

Layoff is defined as the termination of tenured employees for programmatic or financial reasons. Within thirty (30) calendar days from the employee's written notice of layoff the Dean shall submit a layoff plan to the Faculty Association. The Faculty Association shall have thirty (30) calendar days to review and comment upon the plan, during which time its representatives may meet with the Dean at a mutually agreed upon time and place. The Dean may revise the plan after the period of comment is over and shall forward the plan first to the President or designee and then to the Board of Regents for adoption, amendment or rejection. The decision of the employer to implement layoff is not grievable.

Within an instructional area, layoff shall be in reverse order of seniority, unless an exception is necessary to assure that the qualifications of the remaining employees meet the needs of the continuing programs. No tenured employee shall be laid off if probationary employees are retained within the instructional area to teach courses the tenured employee is qualified and capable of teaching. The selection of one individual rather than another for layoff may be challenged under the grievance procedure.

Each tenured employee laid off shall be informed in writing by September 30 of the final academic year of employment.

For two (2) academic years from the date of layoff a tenured employee retains the following rights:

1. The position of the laid-off employee shall not be filled unless the laid-off employee has been offered reinstatement at his previous tenure and seniority;
2. The employee shall have thirty (30) days in which to accept or decline. If the offer is declined, any further rights under this section are extinguished.

18.600 DISABILITY

In the event that an employee becomes incapable of performing the regular responsibilities incident to employment and sick leave, annual leave, and a maximum of one (1) year of leave without pay have been exhausted without correction of the disability, then the employer will discontinue the employment permanently and recruit a permanent replacement for the position. The employer shall assist the employee in pursuit of rights under workers' compensation or long-term disability insurance and, where feasible, shall seek to re-employ the employee in any other position for which the employee is qualified and capable of performing.

18.700 RESIGNATIONS

A member of the bargaining unit who wishes to resign from the University normally shall give notice thirty (30) days after receiving notice of terms of appointment for the succeeding academic year, or April 15, whichever is later. Resignations should be dated, signed, the reasons stated for resigning, the date upon which the resignation is to be effective, and should be given to the dean.

18.800 RETIREMENT

Retirement shall be governed by applicable state and federal statutes.

Retirement benefits shall be granted in accordance with the provisions of Title 19, Chapter 20 Montana Code Annotated.

18.900 NON-RENEWAL

Employment may be discontinued in the event the employer elects not to renew a probationary appointment for an additional term consistent with the provisions of this agreement.

ARTICLE 19 – GRIEVANCE PROCEDURE AND ARBITRATION

19.000 GRIEVANCE PROCEDURE AND ARBITRATION

19.100 PURPOSE

The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance, and they encourage open communication between administrators and members of the bargaining unit so that resorting to the formal grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. The purpose of this Article is to promote prompt and efficient procedures for investigating and resolving grievances. These procedures shall be the only means for resolving grievances.

19.200 RESORTING TO OTHER PROCEDURES

If a bargaining unit member seeks formal resolution of a grievance matter in any forum or set of procedures other than those established in this Article, whether administrative or judicial, the employer shall have no obligation to entertain or proceed further with the matter.

19.300 REPRESENTATION

FA shall have the exclusive right to represent any bargaining unit member who files a grievance.

19.400 DEFINITION

A grievance is defined as any dispute which arises regarding the misapplication and/or misrepresentation or other violation of a provision of this agreement by the Administration including department chairpersons acting in a managerial capacity as alleged by the FA on behalf of a bargaining unit member and/or group of bargaining unit members and/or by the FA on its own behalf.

19.500 GRIEVANCE REPRESENTATIVES

19.600 SUBMISSION OF THE GRIEVANCE

19.610 GRIEVANCE FORM

- DATED this _____ day of _____, 20____.

Signature of FA Representative

Filing. All grievances must be filed within twenty-five (25) working days following the act or omission giving rise thereto or within twenty-five (25) working days after the grievant knew or should have reasonably known of the act or omission giving rise to the grievance. When the written grievance is filed, the FA or the Administration may request the postponement of any action in processing the grievance formally for a period of up to twenty (20) working days, during which period efforts to resolve the grievance informally should be made. The initial extension and additional fifteen (15) working day extensions will be subject to mutual agreement. No award shall be increased and no additional rights shall be acquired as a result of granting an extension. Either the FA or the Administration may at any time terminate the postponement period by giving written notice to the President or his/her designee, in the case of the FA, or to the FA Grievance Officer, in the case of the Administration, that the other party wishes to proceed with the Step 1 meeting provided below. If the postponement period, or any extension thereof expires, the grievance will automatically proceed to Step 1 (below).

Step 1. The President or his/her designee shall conduct a closed conference with the grievant, the FA Grievance Officer and the defendant designated by the FA as most centrally involved. This conference shall occur no later than ten (10) working days following: (1) receipt of the grievance if no postponement is granted; or (2) expiration of any postponement or extension. If the designated defendant or grievant is on University leave or travel status on University business, a ten (10) working day extension will be granted for this conference. If either is still on leave or such travel status at the end of this first extension, two additional ten (10) working day extensions may be granted. At the conference, the FA shall present witnesses and other evidence and arguments in support of the grievance and representatives of the administration shall present evidence and arguments in response. The President or his/her designee shall issue a written decision within ten (10) working days following the conclusion of the conference.

If the grievance is based on an action by the Commissioner or Board, then the Step 1 conference will take place between the Commissioner, the grievant, and the FA representative, in accordance with the above procedures except the Commissioner shall issue a decision within twenty (20) days.

Step 2. In the event the grievance has not been resolved at Step 1, the FA 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 1 decision and shall be signed by the President of FA or representative. Only those acts or omissions and sections of the agreement identified at Step 1 may be considered at arbitration. The grievance may be withdrawn by the grievant or by the FA at any point prior to the scheduling of the arbitration hearing.

19.800 ARBITRATION

19.810 SELECTION OF AN ARBITRATOR

When the FA submits a timely written notice for arbitration of an unresolved grievance, the FA and employer shall jointly request the Federal Mediation and Conciliation Service (FMCS) to furnish a list of seven (7) arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished within (10) working days of receipt of the list, FA and the employer each striking one (1) name from the list alternately until only one (1) name remains.

Except as modified by this agreement, arbitration proceedings shall be conducted in accordance with applicable rules and procedures of the Federal Mediation and Conciliation Service (FMCS).

19.820 AUTHORITY OF THE ARBITRATOR

The arbitrator shall neither add to, delete from, or modify the terms of this agreement or of any individual contract of

employment. Either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction. The arbitrator shall not have any authority to order any remedy which directly or indirectly grants tenure nor may the arbitrator order promotion as a remedy in any case except where the recommendation of the dean and the Faculty Evaluation Committee or the ad hoc committee (see 10.280) was for promotion. The remedy for any procedural defect resulting from actions of department chairpersons or other administrators outside the bargaining unit shall be limited to curing the procedural defect and/or awarding compensatory damages. Within twenty (20) working days of receipt of the arbitrator's written award either the FA or employer shall have the right to initiate an action in the District Court of the Fourth Judicial District for a declaratory judgment precluding enforcement of any arbitration award in the event of the existence of any of the following circumstances:

1. The arbitrator has exceeded his/her authority as circumscribed by this contract.
2. The arbitrator has assumed jurisdiction of matters not arbitrable.
3. The award is contrary to the substantive law, or the terms of this agreement.

19.830 ARBITRABILITY

In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act, which decision the arbitrator shall announce. Upon concluding that he/she has no such power, the arbitrator shall make no decision or recommendation as to the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time. Either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such review is completed.

19.840 CONDUCT OF HEARING

The arbitrator shall hold the hearing in the city where the grievant is employed, unless otherwise agreed by the parties. The hearing shall commence within twenty-one (21) working days of the arbitrator's acceptance of being selected, or as soon thereafter as is practicable. The arbitrator shall issue the decision within thirty (30) working days of the close of the hearing, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions of the issues submitted, including a statement of the specific issue or issues decided and the specific contract sections, if any, found to be violated and state the remedy ordered.

19.850 EFFECT OF DECISION

The decision or award of the arbitrator shall be final and binding upon the employer, the FA and the grievant, provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction.

19.860 FEES AND EXPENSES

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. The cost of any transcripts required by the arbitrator shall be divided equally between the parties. If either party orders a transcript it shall allow the other party to copy the transcript by paying half of the cost of the transcript plus copying costs.

19.870 TIME LIMITS

All time limits contained in this Section may be extended by mutual agreement of the parties. Upon failure of the employer or its representatives to provide a decision within the time limits provided in this Section, the grievant through the FA may appeal to the next stage. Upon failure of the grievant or FA to file an appeal within the time limits provided in this Section, the

grievance shall be deemed to have been resolved by the decision of the prior stage.

19.880 NOTIFICATION

All grievance requests for review, notices, and decisions shall be transmitted in person or by certified or registered mail, restricted mail, restricted delivery, return receipt requested. The date of receipt shall be the official date in the event of a question as to the timeliness of any grievance, request for review, notice, or decision.

19.890 RETROACTIVITY

An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days before the date the grievance was initially filed in accordance with this Section or the date on which the act or omission occurred, whichever is later.

19.895 REPRISAL

No reprisal of any kind will be made by either party against any grievant, any witness, any FA representative, or any other participant in the grievance procedure by reason of such participation.

19.900 PRECEDENT

No complaint informally resolved or grievance resolved at Stage 1 shall constitute a precedent for any purpose, unless agreed to in writing by the President or representative or Commissioner and the FA acting through its President or representative.

19.950 RECORDS

All written materials pertinent to a grievance shall be filed separately from the personnel file of the grievant or witnesses.

ARTICLE 20 – STUDENT PARTICIPATION

20.000 STUDENT PARTICIPATION

The Board and the MCFA recognize the necessity and desirability of student participation at all levels of academic decision making in accordance with the following guidelines:

All parties shall support and work cooperatively with the elected student government of the Associated Students of The University of Montana (ASUM).

Students shall have the right and responsibility of participation in all academic unit meetings and in all unit committees in accordance with the terms of this agreement. Student representation on committees, including search committees, in academic units, shall consist of at least one (1) student member unless the committee is larger than five (5), in which case there must be at least two (2) students. Student representatives shall have full participatory rights except as otherwise provided in this agreement. Student representatives may be excluded from any unit decision which directly affects academic evaluation and standing of individual students. Unit chairpersons or deans shall meet and confer with ASUM to determine the appropriate process for the selection of student representatives.

Students shall have the right and responsibility of participation in all faculty and/or administration committees, both standing and ad hoc. The number of faculty representatives on any committee shall not be reduced to achieve the specified level of student representation. Student representation on faculty and/or administrative committees, both standing and ad hoc, shall be as follows:

Students shall not participate in the Executive Committee of the Senate, the Service Committee, the Appeals Committee, the University Grievance Committee, the Institutional Review Board, or the Animal Research Committee.

Student participation in the Faculty Senate, the Graduate Council and the University Research Committee shall be

determined by the Senate but (1) the Senate shall include at least two students as non-voting members and (2) both the Graduate Council and the University Research Committee shall include at least three graduate students.

Student participation in search committees for campus administrative positions shall consist of at least two (2) members.

Student participation on the following standing committees shall be as follows:

Committee for Campus and Facilities	3 members
Campus Recreation and Sports Committee	4 members
Library and Archives Committee	3 members
University Athletic Committee	2 members
Building Fee Advisory Committee	2 members
Information Technology Advisory Committee	2 members
Pantzer Award Committee	1 member
University Court	3 members
University Discrimination Grievance Committee	2 members
Academic Standards and Curriculum Review Committee	6 members
Student Complaint Committees	3 members

For any committees not listed above, student representation shall be at least two (2) members. Except as otherwise specifically provided in this contract (i.e., appointment to academic unit committees, the Retrenchment Review Committee and the Student Complaint Committee), student representatives shall be appointed as follows: prior to

appointment, the President of ASUM or his/her designee shall consult informally with the President of the University or his/her designee as to potential appointees. Where agreement is achieved as a result of this informal consultation, the President of ASUM or his/her designee shall proceed to make the appointment. Where no agreement is achieved the remaining student representatives to committees shall be appointed by the President of the University from a slate of nominees submitted by the President of ASUM or his/her designee. A slate shall consist of twice the number of positions to be filled. In case of student representation on a Presidential Search Committee, the appointment shall be by the Board of Regents from a slate of nominees forwarded to the Commissioner of Higher Education by the ASUM President or his/her designee.

Students and the Vice President for ASUM shall be given the same notice of meetings as other committee members. In the event ASUM elects to refrain from participation or fails to exercise their prerogative to participate within a reasonable time, the meeting or committee may proceed without student participation and the process shall not be flawed by the absence of student participation.

ARTICLE 21 – STUDENT COMPLAINT PROCEDURE

21.000 STUDENT COMPLAINT PROCEDURE

21.100 PURPOSE

The purpose of this Article is to promote the just, prompt, and efficient resolution of a student complaint containing allegations regarding the assigned academic duties in Section 6.210 against a member of the UFA bargaining unit (hereafter faculty respondent) based upon the criteria in Section 21.300.

Whenever possible the parties must make every effort to resolve problems that might ultimately become grounds for a complaint prior to resorting to this procedure. NOTE: All time sequences in this Article are subject to Section 21.600.

21.200 RESORTING TO OTHER PROCEDURES

If a student complainant seeks resolution of a complaint in any non-University forum, whether administrative or judicial, the parties to a complaint subject to this Article are not obligated to proceed further under the provisions of this Article.

It is understood, however, that the procedure subject to this Article is the only appropriate University procedure for a student to dispute a decision solely involving academic assessment by a faculty member based upon the definitions in Section 21.300.

If a student files an identical or substantially similar complaint or if a student pursues more than one University proceeding, representatives from the University Faculty Association (UFA), the Administration, and ASUM shall confer to determine whether to defer any action brought pursuant to this Article upon the conclusion of the action in the other proceeding; or alternatively, to defer the other proceeding in order to proceed first with the action brought pursuant to this Article.

21.300 DEFINITION OF COMPLAINT

The term "complaint" means only a claim or allegation by a student who is a real party in interest against any members of the bargaining unit that:

The faculty respondent(s) significantly failed to carry out academic responsibilities as defined in Section 6.210 whereby the specific actions of a faculty member had a material adverse effect on the academic performance or academic record of a student; and/or

The faculty respondent(s) failed to maintain a responsible, professional relationship with the complainant(s), using the teaching/learning context as a means to extract inappropriate personal advantage or in any other way using professional authority for other than appropriate purposes that had a material adverse effect on the academic performance or academic record of a student.

A valid complaint brought pursuant to this Article must demonstrate a material adverse effect on a complainant's academic performance or record.

Student complaints not meeting these Sections 21.300.1-3 criteria, immediately above, may be subject to summary decision by the appropriate Student Complaint Committee as constituted pursuant to Section 21.410 based on a request from the UFA (and/or the faculty respondent), or from the Student Resolution Officer (SRO) (and/or the student complainant) pursuant to Section 21.400. A summary decision must be made by at least five (5) of the seven (7) voting committee members.

The student complaint procedure cannot be used for complaints or allegations regarding:

1. Student complaints about employment relations or other campus activities or policies extending beyond the immediate teaching/learning context unless the complaint falls under the provisions of Section 21.300.2. These are subject to other University policies and procedures including but not limited to conduct constituting a violation of the University Conflict of Interest and Scientific Misconduct policies.
2. Student complaints alleging unlawful discrimination not intrinsically related to the academic process. These should be filed with the University EEO/AA Officer.
3. Complaints regarding the general quality of a faculty member's teaching or the course/program curriculum. Complaints of this nature are to be addressed through the faculty evaluation process set forth in Article 10.000, and especially Section 10.220 regarding the Student Evaluation Committee.

Student complaints meeting these Sections 21.300.1-3 criteria, immediately above, may be subject to summary decision by the appropriate Student Complaint Committee (Section 21.410) based on a request from the UFA (and/or the faculty respondent), or from the SRO (and/or the student complainant).

21.400

STUDENT RESOLUTION OFFICER

The President of ASUM must appoint a Student Resolution Officer (SRO). The President of ASUM or SRO must then appoint an alternate or designee to act in case the SRO fails to act. The ASUM President must approve the appointment of an alternate SRO when that appointment is made by the permanent SRO.

The SRO or designee may represent any student and/or group of students with a complaint.

At the beginning of each academic year, the President of the University, or the President's designee, must schedule a meeting with the Provost's designee as non-voting Chair of the Student Complaint Committees, the ASUM SRO, the UM Legal Counsel and the UFA Student Complaint Officer. The purpose of the meeting is to review the student complaint procedures (including the time lines) pertaining to the student complaint procedure, as well as the responsibilities of all parties.

Whenever the first student complaint hearing in any academic year is scheduled, the appropriate committee (graduate or undergraduate) must first meet as a whole, with the ASUM SRO and the UFA Student Complaint Officer present, to review the procedures outlined herein in Article 21.000. The student complaint hearing shall not be held until this preliminary meeting has occurred.

Pursuant to relevant ASUM bylaws for the year in which the complaint arises, the ASUM may refuse to represent a student in a complaint that in the judgment of the SRO is frivolous or lacks merit or fails to comply with the provisions of Section 21.300, after which the student may proceed with a complaint by self-representation.

21.410

STUDENT COMPLAINT COMMITTEES

There will be two (2) Student Complaint Committees, each consisting of seven (7) members.

1. One Committee will hear student complaints involving undergraduate student(s) and the other Committee will hear complaints involving graduate student(s).
2. The Chair of Faculty Senate must appoint four (4) members of the UFA bargaining unit who will serve on both the Undergraduate and the Graduate Student Complaint Committees.
3. At least two (2) of the four (4) faculty members of the Graduate Student Complaint Committee must have substantial experience teaching at the graduate level and in directing theses and dissertations.

The Provost or the Provost's designee will serve as a non-voting chair of the two Committees and the President of ASUM will appoint three (3) graduate students to serve on the graduate Student Complaint Committee and three (3) students, undergraduate or graduate, to serve on the Undergraduate Student Complaint Committee.

Both the ASUM President and the Faculty Senate Chair will also appoint two (2) alternates to serve on the appropriate committees with the same qualifications as other members.

Under no circumstances may any of the seven (7) members of the Graduate or Undergraduate Student Complaint Committee hearing the complaint be from the same academic unit as any party to the complaint.

Each party to the complaint may exercise one peremptory challenge of a committee member to hear the complaint.

Student Complaint Committees have the authority to issue a summary decision of a student complaint, without the need for a full hearing, based on criteria listed in Section 21.300 and/or criteria established by the Committee and approved by the UFA and the SRO in preliminary meetings according to Section 21.500.

1. The UFA (and/or faculty respondent), or the SRO (and/or

student complainant) may petition the student complaint committee for a summary decision at any point in the student complaint procedure.

2. A summary decision must be agreed to by at least five (5) of the seven (7) voting committee members.
3. Summary decisions are especially appropriate when the faculty respondent can demonstrate that the faculty member has provided the remedy listed in the student complaint form set forth in Section 21.510.

21.500 FORMAL COMPLAINT PROCEDURE

Step 1: Within thirty (30) working days after the date of the act or omission that caused the complaint, or after the date that the student knew or reasonably should have known of such an act or omission, the student must bring the matter to the SRO or designee.

1. The SRO must then inform the UFA of the complaint and the parties must agree upon an Initiation Date, which date shall in no case be prior to the Step 1 meeting.
2. The student must within the thirty (30) day limit confer with the faculty respondents(s), and the student complainant or the SRO must identify this meeting as a Step 1 meeting to the faculty respondent.
3. The SRO and UFA may agree to designate a meeting between the complainant and a faculty respondent as a Step 1 meeting, regardless of whether the complainant and/or the faculty respondent considered the meeting to be a Step 1 meeting.
4. Parties to the complaint must make an effort to resolve the complaint during this meeting.
5. Any party to the complaint may bring a witness to this meeting.

6. The SRO (or designee), and/or UFA representative (or designee) may serve as an advocate for each one's respective parties.

Step 2: If the student complainant considers the matter unresolved after the Step 1 meeting, and the SRO or designee agrees to proceed with the complaint, the SRO or designee must, within fifteen (15) working days of the Initiation Date, schedule a non-binding mediation session.

1. The non-binding mediation must be held in some neutral place for the purpose of resolving the matter in lieu of filing a formal complaint and requesting a Step 3 hearing.
2. The mediation sessions must be facilitated by volunteer School of Law students or Department of Communication Studies students who have successfully completed the mediation phase of their training and have agreed to mediate such disputes for ASUM, supervised by the appropriate faculty member in Law or Communication Studies.
3. This Step 2 mediation session can only involve the student complainant, the faculty respondent, and the mediator. A determined effort will be made to resolve the complaint in the Step 2 mediation session.
4. If the requested mediation session cannot be arranged within fifteen (15) days of the Initiation Date, then the complainant(s) may proceed to Step 3. This deadline may be postponed by mutual consent of the parties.
5. Any party who has compelling reasons why a Step 2 mediation session should not be held may request that the Provost schedule a Step 3 hearing. The Provost will review the request for a Step 3 hearing and may schedule a meeting for any valid complaint as defined in Section 21.300.

Step 3: If the Step 2 mediation session could not be scheduled within fifteen (15) working days of the Initiation Date the SRO

may, within twenty (20) working days of the Initiation Date, submit a formal written complaint, as specified in Section 21.510, to the Provost, requesting a hearing before the appropriate Student Complaint Committee.

1. If a Step 2 mediation session occurred and the student(s) and the SRO or designee believe the matter is unresolved, the SRO may, within five (5) working days submit a formal written complaint, as specified in Section 21.510, to the Provost, requesting a Step 3 hearing before the appropriate Student Complaint Committee.
2. In either of the above cases, the Provost must, upon receipt of the formal written complaint, send a copy to the UFA Student Complaint Officer.
3. Should the SRO choose not to move to Step 3, the student complainant may elect to file for a Step 3 hearing, subject to the same filing requirements and deadlines. The student complainant filing the complaint must include the reason(s) the SRO would not proceed with the complaint.
4. Within fifteen (15) working days of filing a request for a Step 3 meeting, the Student Complaint Committee must hold a hearing for all parties to a complaint.
5. The hearing must be conducted pursuant to procedures to be developed in a preliminary meeting attended by, and where said procedures are subject to mutual agreement by, the Committee Chair, the SRO, the UFA Student Complaint Officer, and, if requested by these attendees, the University Legal Counsel.
6. The purpose of the hearing is to determine findings of fact and recommend either dismissal of the complaint, and/or a specific remedy limited to curing the act or omission for which the complaint was filed, or discipline subject to Article 18.000.
7. Except for Section 21.500.C.8 below, no information from

a Step 2 mediation session may be presented, used, or considered in the Step 3 hearing.

8. A party's refusal to participate in a mediation is admissible at a Step 3 hearing. Nothing from the mediation itself is admissible, but the fact that a student complainant or faculty respondent refused to participate in mediation can be communicated by any party to the Step 3 Committee.
9. During the course of its deliberation, the Committee may confer with the parties to the complaint and may confer with other individuals at the Committee's discretion.
10. The Committee must make its decision by majority vote within fifteen (15) working days of completion of the hearing.
11. The decision of the Committee, and minority report, if any, must be forwarded to the University President.
12. The University President may or may not accept the Committee's or the minority's report.
13. The University President must, within five (5) working days of receipt of the recommendations, either approve them or remand them to the Committee together with objections and a suggested alternative resolution.
14. The Committee must, within five (5) working days of receipt of the President's suggested alternative resolution, either accept it or forward its own suggested alternative resolution to the University President.
15. The President may accept or reject the Committee's suggested alternative resolution. Implementation of a specific remedy rests with the University President, whose decision is the final campus disposition of the complaint.
16. The President must provide the Committee with a

rationale for the final disposition, should it differ from that suggested by the Committee.

17. Upon issuance of the final decision, the President must send copies to all parties involved.

18. Upon receipt of the President's decision, any party may exercise appeal rights set forth in Section 21.750.

21.510 COMPLAINT FORM

The following complaint form must be completed by the student as a request for a Step 2 meeting.

1. Copies of the completed form must immediately be provided to the Student Resolution Officer, the UFA, and the Administration.
2. If the complaint proceeds to a Step 3 level, the SRO must complete the form as a request for a Step 3 hearing, summarizing the results of the Step 2 mediation under letter "e" below (Summary and Explanation of the Complaint). The explanation must include whether mediation did not occur and reasons the mediation did not occur. The complaint must also identify and address any changes to the information provided on the Step 2 complaint form.

- a. Name of student complainant(s):
- b. Date(s) the act or omission that caused the complaint occurred:
- c. Name(s) of UFA bargaining unit member(s) involved in complaint:
- d. Sections of contract on which complaint is based:
- e. Summary and explanation of complaint:
- f. Potential Witnesses:
- g. Documents (identify here and attach):
- h. Remedy Request:
- i. Dated this ____ day of _____, 20____
Signature of Complainant _____

When a complaint proceeds to Step 3, any information that either party intends to present at the Step 3 hearing must be disclosed at the request of the opposing party. A student's authorization of a Step 3 complaint with a signed, dated signature operates as express permission to allow the SRO access to the student's academic and/or non-academic records for the purposes of resolving the Article 21.000 complaint. A disclaimer indicating this must be included in the Section 21.510 complaint form that is presented by the SRO to the student.

21.520 EXPEDITED PROCEDURE

A student may elect to use this expedited procedure only to dispute a final course grade for spring semester, dismissal from an academic program, or decision preventing graduation.

The Formal Complaint Procedure, described in Section 21.510, is modified as follows:

1. The student may proceed without the SRO at Step 2 if the SRO, alternate, or designee fails to contact the student complainant within three (3) working days of the student's contacting the ASUM Student Resolution Office.
2. If the student does not receive a response from the SRO within three (3) days of initial contact, the student must make a request for use of the expedited procedure in writing, hand-delivered to the ASUM Offices.
3. The SRO must immediately upon receipt of the request contact the complaining student and arrange the Step 2 mediation session as soon as possible.
4. A request for a Step 2 meeting must be labeled prominently as a request for Step 2 under this expedited procedure.
5. Any party who has compelling reasons why a Step 2 mediation session should not be held may request that the Provost schedule a Step 3 hearing. The Provost will

review the request for a Step 3 hearing and may schedule a meeting for any valid complaint as defined in Section 21.300.

Should the respondent faculty member be unavailable for the CBA Section 21.520 process, the UFA Representative shall serve in the faculty member's absence.

Should a student complainant or the SRO find the respondent faculty member unavailable after a good faith effort to make contact, then the UFA Representative must serve in the respondent faculty member's place.

The request for an expedited Step 2 mediation session must be granted by the SRO or designee within five (5) days.

Should the matter remain unresolved after the Step 2 mediation session, the SRO or student complainant may submit immediately a request to the University Provost to convene a Student Complaint Committee pursuant to Section 21.410 to conduct a hearing pursuant to Section 21.500 and recommend a decision to the President within ten (10) working days.

The President may accept or reject the committee's decision, and the procedures from this point on must be according to an identical to the procedures outlined in 21.500.13-17. Implementation of a specific remedy rests with the University President whose decision must be the final campus disposition of the complaint. Upon receipt of the President's decision, any party may exercise appeal rights set forth in Section 21.750.

21.600 TIME LIMITS

Time limits and sequences stipulated in this procedure shall extend from the mutually agreed upon Initiation Date set forth in Section 21.500 and exclude all weekends, scheduled breaks, holidays, intersession and summer break or periods when AY faculty subject to Section 12.100 are not working under their employment contract as set forth in Section 2.200.

Time limits may only be extended by mutual written agreement

between the parties to the complaint; or by the Committee, subject to a simple majority vote, when extension of a time limit is deemed to be in the best interest of the University and serves the interest of a just outcome.

Resolution of the complaint may extend into summer break by mutual written agreement by the parties to the complaint or in the case of an expedited procedure as put forth in Section 21.520; in either case all defined time limits shall continue to apply.

Failure to comply with the time limits by either party in the absence of such written agreement shall be deemed acceptance of the decision at the previous step.

1. Failure to comply with the time limits may also subject the complaint to summary decision by the appropriate Student Complaint Committee based on a request from the UFA or the SRO.
2. If a faculty respondent fails to comply with time limits stipulated in this procedure, the student complainant or SRO may proceed immediately to the next step. When the parties agree to postponing any request, meeting, mediation or hearing, the timeline shifts forward from the Initiation Date by the agreed-upon number of days.

21.700 RECORDS

The final decision of the President must be placed in the affected employee's faculty personnel file(s) subject to Section 18.000. In addition, a summary decision favoring any faculty member complained against pursuant to this Article may, at the faculty member's option only, be placed in the faculty member's personnel file.

21.750 APPLICATION OF PRESIDENT'S DECISION

No Presidential decision shall be implemented before the party adversely affected by the decision has had the opportunity to exercise any rights to appeal or grieve the decision pursuant to applicable Board of Regents policies or the Collective

Bargaining Agreement.

21.800 REPRISAL

For the purposes of Article 21.000, retaliation is defined as punitive behavior towards anyone who participates in an Article 21.000 proceeding because of such participation.

No retaliation of any kind arising by reason of participation in the complaint procedures of Article 21.000, by any University employee or University student against any University employee or University student, is allowed. This does not limit any party's rights to legal redress, to Equal Opportunity Complaints, to making Crisis Intervention Referral Team (CIRT) referrals, or addressing other safety concerns through University policies. Any retaliation complaints that may arise against any faculty member of the UFA bargaining unit by reason of the faculty member's participation in the complaint procedures of Article 21.000 shall be subsequently addressed through the complaint procedures provided for in this Article (in regard to such retaliation complaints that may arise against faculty members, see also Section 4.100). Any retaliation complaints that may arise against any University student by reason of the student's participation in the complaint procedures of Article 21.000 shall be subsequently addressed through the application of the appropriate areas of the Student Conduct Code; and any retaliation complaint that may arise against a University employee not in the UFA bargaining unit shall be filed pursuant to the employee disciplinary procedure applicable to the employee.

21.900 COMPLAINT DISSOLUTION

The decision made to dissolve a complaint at any step shall not modify or subvert this agreement or the intent of this agreement.

ARTICLE 22 – DEPENDENT PARTIAL TUITION WAIVER

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.

SIGNATURES

Signed and dated

May 5, 2021

MUS Team

Kevin McRae
Cpl. Cf

MCFA Team

Cheryl Halperin
Lisa Swallow