

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**MONTANA UNIVERSITY SYSTEM**

**AND**

**MONTANA STATE UNIVERSITY – NORTHERN**

**FEDERATION OF TEACHERS**

**Local 4045**

**July 1, 2017 through June 30, 2019**

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## **ARTICLE 1**

### **PREAMBLE**

#### **1.1 PREAMBLE**

In accordance with the public employees collective bargaining act, this agreement has been negotiated and entered into by the Montana State University – Northern Federation of Teachers, hereinafter called the Federation and the Board of Regents of Higher Education, the Commissioner of Higher Education and the Chancellor of Montana State University – Northern.

## **ARTICLE 2**

### **FEDERATION RIGHTS**

#### **2.1 RECOGNITION**

The Board of Regents recognizes the Federation as the exclusive bargaining representative of all employees covered by this agreement.

#### **2.2 BARGAINING UNIT**

The bargaining unit covered by this agreement shall be composed of all faculty holding academic rank scheduled to teach thirteen (13) or more credit hours per academic year whose current appointment is with Montana State University – Northern.

Instructional personnel appointed to teach on a semester basis shall be included in the bargaining unit when they teach thirteen (13) credits during the academic year in the semester in which they teach the thirteenth (13th) credit. Bargaining unit member(s) shall hereinafter be referred to as faculty.



### **2.3 AGENCY SHOP**

Every member of the bargaining unit shall be a member of the Federation, or shall pay the Federation a representation fee as a contribution towards the administration of this agreement.

New faculty shall have 45 calendar days after commencing employment in which to comply with this requirement.

### **2.4 DUES DEDUCTION**

In accordance with 39-31-203, M.C.A., upon written authorization of any faculty member, a payroll deduction for the monthly amount of Federation dues as certified by the secretary of the Federation shall be forwarded to the treasurer of the Federation.

### **2.5 INFORMATION AND DATA**

The Chancellor shall make available to the Federation upon its request and within a reasonable time, such data and financial information as are normally available for public inspection. The Federation shall reciprocally make available similar information to the Chancellor. Neither party shall be required to provide the other with information which is privileged, confidential, or which would require the revelation of personal information of a private nature or which has been gathered or prepared specifically for purposes of preparing for or conducting collective bargaining. Lengthy information shall be made available for inspection at its normal place of retention, or upon request, will be duplicated for the other party at cost.

### **2.6 ACCESS TO INFORMATION**

The Commissioner shall supply one copy of the regular Board of Regents' agenda and one copy of the minutes to the Federation at the same time they are mailed to the Board of Regents.

## **2.7 ADDRESSING THE BOARD**

Official representatives of the Federation have the right to address the Board of Regents on relevant topics, providing that the Federation notifies the Chancellor 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 and shall be placed on the regular Board of Regents' agenda.

## **2.8 ACCESS TO FACULTY**

The Federation may post notices on agreed upon university bulletin boards and use the university mail service and faculty mailboxes for distribution and receipt of its correspondence. Such correspondence shall receive the same attention as other campus mail and shall conform to the same campus procedures. The administration shall not be held liable for breaches of this article of which they had no foreknowledge. Upon request the Federation shall be provided a time at the beginning of university or campus faculty meetings to make brief reports and announcements.

## **2.9 FACILITIES**

The Federation may meet in university facilities provided that it follows the same procedures for scheduling meetings and reserving facilities as other campus organizations.

## **2.10 CONTACTING FACULTY**

Official Federation representatives may contact faculty at the university but such contact may not interfere with fulfilling normal professional responsibilities.

## **2.11 FEDERATION PRESIDENT**

The Federation President may perform duties which cannot be performed properly other than during normal working hours or are a result of an emergency situation, provided that such duties do not interfere with the Federation President's or other faculty's instructional or other university responsibilities.

## **2.12 LEAVE OF ABSENCE FOR FEDERATION BUSINESS**

Any elected or appointed officer of the Federation may, upon request to the administration and approval of the Board of Regents, be granted a leave of absence without pay to attend to Federation business for not less than one (1) semester nor more than two (2) semesters. Federation officers granted such leave shall receive credit towards salary advancement as if they were not on leave.

## **2.13 RELEASE TIME FOR FEDERATION OFFICIALS**

The Board and the Federation agree that Federation officials may be released from other duties for Federation activities. Federation officials shall arrange for all classes to be covered during any necessary absence and no student shall be disadvantaged because of such absences. The Federation agrees to reimburse the Board for any and all expenses incurred because of the absence of any Federation official who is released under this provision.

## **2.14 EXCUSED ABSENCES**

Federation members who serve as negotiators shall be excused from class duties as necessary during the course of negotiations provided the Federation offers a plan which is approved by the administration for covering all missed classes and other responsibilities in a fashion so as not to inconvenience students.

## **2.15 FEDERATION ADMINISTRATION COMMITTEE**

A joint Federation-Administration committee shall be established for the purpose of discussing mutual concerns pertinent to Montana State University – Northern. The committee shall meet monthly on a mutually agreed upon day. The Human Resources Manager will serve as the non-voting Chair of the Committee and will facilitate meetings. Any party may request discussion topics for the agenda. The Human Resources Manager will publish the agenda ten (10) days ahead of the meeting; if there are no agenda topics ten days in advance of the meeting, the meeting will be cancelled. The Human Resources Manager will appoint a staff member to take minutes of the meetings. The committee shall consist of four (4) regular members, two (2) appointed by the Federation President, two (2) appointed by the Chancellor of Montana State University – Northern. Ad hoc committees comprised of representatives from the Federation and the Administration may also be convened as

determined by the Federation Administration committee to make recommendations to the Federation Administration committee on specific issues.

The committees may discuss all items affecting Montana State University – Northern, but shall not amend, modify, or alter this agreement, nor shall this committee be used as a by-pass of grievance procedures set forth in this agreement.

## **ARTICLE 3**

### **FACULTY RIGHTS AND WORKING CONDITIONS**

#### **3.1 OFFICE SPACE**

Lockable office space shall be provided for each faculty member, where available, unless both parties agree that other space or working arrangements are appropriate and satisfactory to the performance of the professional duties assigned. Each faculty member shall post his or her office hours in a prominent or accessible location.

#### **3.2 EDUCATIONAL MATERIALS AND TEXTS**

Instructional faculty shall select the course materials and texts for courses for which they are professionally responsible, but such selections shall conform to published course content guides, course syllabi, or catalog course descriptions. To the extent feasible, subject to budgetary limitations, faculty shall be provided access to books, materials and equipment for their instruction or supportive responsibilities. Upon request, faculty will be provided copies of adopted textbooks without charge. Faculty will cooperate with the university to secure complimentary copies of such books.

#### **3.3 ACADEMIC ATTIRE**

If academic attire is required at any university function or activity it shall be furnished by the faculty member.

### **3.4 PAYROLL DEDUCTIONS**

The following payroll deductions may be authorized: Federation dues, US Government savings bonds, tax sheltered annuities, credit union, deferred compensation, health insurance offered through the employer, and other deductions approved by the employer.

### **3.5 PERSONNEL FILES**

One (1) complete official personnel file for each faculty member shall be kept in the Chancellor's office. Personnel files include public and private records of an individual's personal and professional characteristics, experience, and performance including but not limited to annual evaluations, peer reviews, student evaluations, promotion and tenure recommendations, and post tenure evaluations. No information reflecting critically upon a faculty member shall be placed in the personnel file of the faculty member after September 1, 1995, that does not bear either the signature or initials of the employee indicating that the faculty member has been shown the material or a signature of a witness that attests that the faculty member has been shown the material and refused to sign it. If the faculty member desires to provide a brief written statement in explanation or mitigation of any document in the personnel file, the statement shall be attached to the document and included in the personnel file. The Chancellor may also agree to remove such material at the request of the faculty. No anonymous letters or material may be included in the personnel file. Faculty shall have access to all material in their personnel file except the official confidential pre-employment file. Faculty may grieve placement of factually incorrect material in their personnel file. However, no arbitrator may substitute his/her judgment for any subjective judgment of an administrator.

### **3.6 SAFETY**

Faculty shall collaborate with representatives of the Chancellor in providing a healthy, safe environment for teaching and learning. Faculty shall notify the Chancellor, in writing, of observed health and/or safety problems and shall cooperate in promoting health and safety throughout the campus.

### **3.7 INDEMNIFICATION**

Faculty members shall be immunized, defended and indemnified for actions taken in the course and scope of their employment in accordance with Section 2-9-305, M.C.A.

### **3.8 PATENT RIGHTS AND COPYRIGHT INTERESTS**

The patent rights and copyright interests of the university, university system and faculty shall be governed by Board of Regents' policy in effect upon the effective date of this agreement.

### **3.9 PROGRAM GRANTS**

Faculty who, with the written approval of the appropriate academic administrator and Chancellor, initiate, develop and/or design financial grant requests shall have priority to operate programs funded by such grants.

### **3.10 WORKLOAD**

- A. In those instances where the administration desires to assign a faculty member a teaching load in excess of twenty-seven (27) credit hours per academic year, such assignment will be made with the voluntary concurrence of the faculty member.
- B. When the administration assigns a faculty member to teach more than twenty-four (24) credits per academic year, the faculty member shall receive \$750.00 per credit hour for those hours taught over twenty-four (24).
- C. No faculty member may teach more than thirty-two (32) credit hours per academic year.
- D. Substitutes required under this section shall be recommended by the college affected, subject to the approval of the administration. External substitutes shall be paid at a rate established by the university.
- E. If a member of the regular faculty serves as a substitute for more than four (4) consecutive, regularly scheduled class periods for another faculty member on sick leave, the faculty substitute shall be paid at a rate of \$50.00 per contact hour for the hours substituted beyond the four (4) class hours already met.
- F. After the completion of one (1) full year of full-time tenure track teaching at the university, no faculty member may be required to teach more than three (3) new courses in any academic year. A new course is defined as a catalog course not previously taught by that member.

- G. No faculty member will be required to accept class assignments on any given day which exceed nine (9) hours from the beginning of the first class assignment until the ending of the last class assignment.
- H. The duties and duration of release time granted shall be reported in writing to the faculty member and, upon request, to the federation. Release time for faculty shall be calculated in credits and recorded as faculty member teaching load.

### **3.10.1 NON-TRADITIONAL INSTRUCTIONAL DELIVERY**

Alternate delivery is defined as methods of delivery that are not within the confines of the traditional classroom (space and time). Methods of delivery may include, but are not limited to, computer mediated, videotape, audiotape, audio conferencing, hard copy, interactive television, other techniques and technologies, or a combination. Both parties understand that non-traditional instructional delivery systems are continually evolving. Delivery systems that are currently considered to be non-traditional may evolve into traditional systems as the use of new technology becomes standard at the institution.

Both parties agree that:

1. All course materials created or developed by the instructor, even if created, stored, and communicated electronically using Montana University System resources, shall remain the intellectual property of the instructor. The University agrees that it will not record, broadcast, disseminate, or otherwise use these materials without prior written consent of the faculty member.
2. Non-traditional and traditional courses shall count equally toward faculty teaching load.
3. Course material that is developed through a contract or stipend by a faculty member will remain the property of the institution;
4. Management has the responsibility and authority for determining whether sufficient funding is available to offer alternate delivery degrees and courses.
5. Faculty member participation in alternate delivery of courses and degree programs will be voluntary.
  - A. New faculty hires may be required to teach via alternate delivery as a condition of employment.
6. Faculty within whose discipline a course offering normally would reside will have first consideration in filling the applicable instructional post.

7. The maximum enrollment in an alternate delivery course is dependent upon the method and technology adopted for delivery. The faculty member delivering the course and the college chair will mutually reach a determination of the course cap.

### **3.11 OTHER EMPLOYMENT**

Faculty may consult, operate or participate in private business or hold other employment which does not interfere with the proper discharge of their professional duties and would not result in any conflict of interest. Earnings derived from such consulting and outside employment are the property of the individual. If such consulting, outside employment, or other outside activity involves the use of institutional facilities, equipment, support resources, name stationary, personnel or will take place during normal business hours, the individual shall file a written descriptive statement with and obtain prior approval from the Provost. Reimbursement to the institution, at the same rate charged to outside groups or persons for similar uses, shall be required whenever an individual uses the institution's personnel, facilities, or equipment in the conduct of his or her consulting activities.

In all private consulting and employment, the client must be informed that the university is in no way a party to the contract or liable or responsible for the performance thereof.

### **3.12 CONFLICT OF INTEREST**

Faculty shall not undertake any activity or take any action which violates the standards of conduct section of state law (Title 2, Chapter 2, MCA). No faculty may offer or provide services in competition with the university system or any units thereof, or if full time, teach courses offered by other institutions during the contract period without written notification to the Provost.

### **3.13 ACADEMIC CALENDAR**

The administration shall have the right to determine the appropriate academic calendar. Prior to finalizing the academic calendar the Federation shall be provided an opportunity (five working days) to comment on the proposed calendar. Faculty have professional responsibility to the university and its students which runs throughout the contract period. Faculty shall be available to discharge their responsibilities during all times that



the university is formally in session. It is understood that an individual's professional obligations continue throughout the academic year.

For the purposes of this agreement, the academic year begins five working days prior to the first day of scheduled classes according to the university calendar. The academic year ends with the close of the spring semester, which occurs with commencement, and the filing of all final grades. For specific dates consult the university catalog or the office of the Provost.

### **3.14 SECRETARIAL ASSISTANCE**

Within the limits of available resources, all faculty shall be furnished secretarial assistance.

### **3.15 PAY DAY**

During the academic year, normal payday will be on the eleventh (11th) of each month unless the eleventh (11th) falls on a weekend in which case payday shall be on the preceding Friday. Exceptions may occur due to unforeseen circumstances over which the employer has no control. The employer will offer ten (10) or twelve (12) paychecks at the employee's annual choice. The employer may change to an every-other week payday. If the employer changes to an every-other week payday, the employer will offer twenty-two (22) or twenty-six (26) paychecks at the employee's annual choice.

## **ARTICLE 4**

### **EMPLOYER RIGHTS**

#### **4.1 EMPLOYER RIGHTS**

The employer shall have the right to determine the structure, mission, policies and purposes of Montana State University – Northern and those rights specified in 39-31-303, MCA. All other rights not specifically restricted by this agreement shall be retained by the employer.

## **ARTICLE 5**

### **ACADEMIC FREEDOM AND RESPONSIBILITY**

#### **5.1 ACADEMIC FREEDOM**

The parties agree that academic freedom is important to the fulfillment of the purposes of Montana State University – Northern. The parties acknowledge and encourage the continuation of an atmosphere of confidence and freedom while recognizing that academic freedom is accompanied by a corresponding responsibility of faculty to their colleagues, the university and its students to maintain the highest standard of academic integrity and scholarship.

Faculty are entitled to freedom in the classroom in discussing their subject, but should present various scholarly views related to their subject, be accurate at all times, and avoid presenting controversial material which is unrelated to the subject. Faculty are entitled to freedom in research and in the publication of the results, subject to the adequate performance of other academic duties. When faculty speak or write as citizens, they should be free from collegial censorship or discipline, but must realize their special position in the community imposes special obligations. As persons of learning and education officers, faculty should remember that the public may judge their profession and their university by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate they are not a university spokesperson.

This provision is a joint statement of philosophy and as such shall not be grievable.

#### **5.2 ACADEMIC RESPONSIBILITIES**

In addition to their general academic responsibilities, faculty accept the following specific responsibilities:

- A. maintain professional competence and keep professional knowledge current by continued reading and research; for faculty without doctorate degrees, continued formal education or other significant professional improvement based on a plan jointly approved by the faculty member and the appropriate college Chair;

- B. meet all assigned classes unless other responsibilities which have been approved by the appropriate college chair take precedence and inform the appropriate college chair of any absence;
- C. be available in the office or instructional area for advising and personal contact with students according to a schedule mutually agreed upon by the faculty member, and college chair;
- D. treat all students fairly, impartially, and with understanding;
- E. encourage class members to speak freely on the subject matter;
- F. revise courses and curriculum in order to keep them current;
- G. contribute to college, school, pertinent academic programs, and to the entire university;
- H. share professional competence as a service to the community; be available to students at a mutually convenient time for the purpose of discussing academic assessment including final grades and evaluation of student performance and academic advisement;
- I. present to the students within the first (1st) week of class each term, a written course syllabus indicating the professor's objectives, the student's responsibilities and specific criteria for grading;
- J. make available to students in a timely manner, all student work submitted for evaluation upon which grades have been based; and
- K. inform each student, when requested, by midterm of their academic standing in each course taught.

## **ARTICLE 6**

### **APPOINTMENT PRACTICES**

#### **6.1 TYPES OF APPOINTMENTS**

All appointments to positions within the bargaining unit shall be tenurable or nontenable. Unless otherwise provided, all full-time appointments at the rank of Professor, Associate Professor, Assistant Professor or Instructor shall be tenurable. All tenurable appointments shall be either probationary or tenured.

Appointments to temporary, adjunct, research and lecturer appointments are nontenable. Service in a nontenable position may by the written agreement of the Provost, count in whole or in part towards service for tenure. No notice of non-reappointment need be given to nontenable faculty. In the absence of reappointment, nontenable faculty are terminated on the date set forth in the employment contract, upon expiration of the academic year, or upon written notice from the Chancellor.

- A. **Lecturer Appointments:** Lecturer appointments are nontenable and are for a fixed term which shall be outlined in the letter of appointment. Persons may be reappointed to the position of lecturer at the discretion of the Chancellor.
- B. **Temporary Appointments:** Full-time and part-time faculty may be hired on a temporary basis for limited purposes, such as replacement of an individual on an extended leave.
- C. **Adjunct and Research Appointments:** Adjunct and research appointments may be made in accordance with Board of Regents' policy.
- D. **Post-Retirement Employment:** Retiring faculty may be offered post-retirement employment. The terms of any post-retirement employment shall be determined by agreement between the individual and the Chancellor and shall be consistent with Regents' policy.

## **6.2 RIGHTS OF PROBATIONARY APPOINTEES**

- A. **Right to Serve Term:** A probationary appointee has the right to serve the specified term of the appointment and may not be discharged without adequate cause during that term.
- B. **Procedural Protection:** A probationary appointee discharged for adequate cause prior to the end of a specified term of the appointment shall be entitled to the same procedural protections afforded tenured faculty members discharged for adequate cause.

- C. Notice of Non-Reappointment: A probationary appointee has no right to reappointment. Such appointments shall expire at the end of a specified probationary period in the absence of a written offer to reappointment signed by the Chancellor. In case of non-reappointment, the faculty member shall be notified in writing by the Chancellor or the Chancellor's designee. Notice shall be given:
1. for a first year employee at least three (3) months prior to the end of the academic year;
  2. for second year employees at least six (6) months prior to the end of the academic year; and
  3. for third, fourth, fifth and sixth year employees at least twelve (12) months prior to the end of the academic year.

Failure to provide a probationary appointee with notice during the period required by this agreement shall not result in automatic reappointment or create any right to reappointment for an additional term. The employer shall have the option of providing employment beyond the specified term and severance pay in lieu of any portion or all of the notice to which the employee is entitled as long as the extension of employment or severance pay is commensurate with the notice to which the employee is otherwise entitled.

- D. Credit for Probationary Service: Credit shall be given each probationary appointee for full-time service at Montana State University – Northern in the rank of Instructor, Assistant Professor, Associate Professor or Professor; except time on summer session appointments or contract other than the academic or fiscal year contracts; or time on leave resulting in an absence from the institution for an excess of thirty (30) calendar days.

A maximum of two (2) years credit for prior full-time service in the rank Instructor or above at other accredited four (4) year institutions of higher learning in the United States may be granted by the Provost writing at the time of initial appointment.

Credit for prior service shall apply for purposes of tenure eligibility only. In the absence of a specific written agreement, no credit for prior service shall be given.

- E. Right to Apply for Tenure and Promotion: Once a faculty member has met threshold requirements for tenure or for promotion, the faculty member may apply for promotion or tenure in accordance with Section 7.3. A tenure decision should normally be made in a faculty member's sixth (6th) probationary year or in the third (3rd) year of probationary service at MSU – Northern at the rank of Professor. The

probationary period may be extended where there is sufficient reason to believe that a faculty member can meet the standards for tenure within a specified extended period. Tenure shall not be awarded in absence of application by the eligible faculty member and approval of tenure by the employer.

- F. Tenure Application: It shall be the responsibility of the eligible faculty member to complete and deliver to the Provost, by December 1 of the sixth (6th) year, an appropriate application for tenure which shall contain at least the following information: total probationary service including credit for prior service; a statement of teaching, research or public service performed by the applicant during the probationary period; any other information the applicant deems relevant to his/her professional development, performance or competence.
- G. Limitation 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:
1. when the faculty member has been formally disciplined for adequate cause; and
  2. when the faculty member has not served full-time at Montana State University – Northern for the two (2) preceding academic years.

### **6.3 ADMINISTRATIVE POSITIONS**

Faculty who are appointed to administrative positions do not have tenure to those positions, the salary of the position, the term (AY/FY) of the contract, or any other provisions or prerequisites of that administrative position. In the event any of the foregoing individuals have tenure in an academic position and are removed or resign from an administrative position but wish to remain employed at the institution, they will be employed under the same conditions and contractual terms as other tenured faculty. Their initial salary as a faculty member shall be set at an amount determined by the collective bargaining agreement.

### **6.4 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 nonrenewal of appointment for the next academic year, except as specified by the terms of this agreement. The terms and conditions of each reappointment shall be specified in writing in the professional employment contract.

In the absence of a written agreement prior to the commencement of the terms of the reappointment, the terms and conditions of the previous appointment shall continue in effect until modified in writing. Written modifications may be given retroactive effect to the beginning of the term if it is so specified in the written agreement. Tenure shall not result as an automatic consequence of errors or omissions on the part of the employer and may only be acquired by an affirmative award of tenure in response to an appropriate application by an eligible probationary appointee consistent with the terms of this agreement. In such cases, the probationary period shall be extended for the next academic year in order that a review may be completed.

Effective July 1, 1981, new hires on tenure track appointments shall be awarded tenure in a specified discipline and shall not extend beyond that specified discipline within the university.

## **6.5 COLLEGE CHAIRS**

The Federation recognizes the right of the administration to establish the organization by which operations are to be conducted at Montana State University – Northern. Specifically but not exclusively, this includes the right to determine the size, scope and number of colleges. Each college recognized by the administration shall have a college chair. College chairs shall be included in the bargaining unit as defined in Section 2.2.

### A. Selection Procedures for College Chairs:

College Chairs shall be appointed by the appropriate College Dean upon recommendation of the college screening committee.

When a vacancy exists for a college chair, the College Dean or designee shall initiate the screening process by sending a written request for recommendations to the college faculty with notice to the Federation. The Federation agrees to consult with college faculty and explain the faculty's contractual role and responsibility in the screening process. The College Dean agrees to consult with college faculty in establishing reasonable minimum qualifications, criteria for screening and the scope of the search. The screening process and criteria shall be open for review by all parties.

Faculty wishing to be considered for the position of College Chair shall make formal written application for the position congruent with the selection process of the institution to the appropriate Dean.

Candidates for the College Chair shall hold tenure, hold a tenure track position or be eligible to hold a tenure track position in the respective college.

The most senior college faculty member shall convene an open meeting of the college's faculty for the purpose of forming a screening committee of not less than two (2) members to evaluate the applicants based upon their qualifications and capabilities. If two or more faculty members have the same seniority date and are most senior, the member to convene the meeting shall be determined by coin flip. Members of the screening committee cannot be candidates for college chair. The screening committee shall elect a committee head to preside over the committee meetings and to preside over college meetings convened as a result of this article. The screening committee shall, within thirty (30) calendar days from the close of applications, forward a minimum of two (2) qualified candidates in rank order to the Dean.

If only one candidate is forwarded, the administration retains the prerogative to have the search reopened.

Within thirty (30) calendar days of receiving the list of names from the College screening committee, the Dean shall appoint a College Chair from the names recommended.

**B. Term of Appointment for College Chairs:**

The term of appointment will parallel the contractual period of faculty serving for the regular academic year. It shall be the prerogative of the administration to extend the contract as required to ensure appropriate service to the students of the college. Appointment to the position of college chair shall coincide with the academic year and not exceed a term of three years. Each college chair shall be evaluated by their respective faculty once each year. A college chair may be removed before the end of their term by mutual agreement of the administration and college faculty. Tenure can only be awarded as a faculty member of the college and not as chair of the college.

**C. Workload for College Chairs:**

The normal load for College Chairs shall be twelve semester hours per academic year. Teaching assignments of the College Chairs may be increased an additional three (3) semester credits per



academic year when special circumstances warrant the additional assignment. Overload pay will be paid upon the 13<sup>th</sup> credit as a result of assigning these additional credits. The overload pay will be the same as faculty overload pay. Teaching assignments may be reduced below twelve (12) semester hours by the College Dean to compensate for duties associated with the operation of the respective college.

D. Compensation for College Chairs:

Compensation for performing college chair duties during the academic year (10 months) shall be \$5,000 and shall be prorated for length of appointment. Contracts extended beyond the academic year shall be paid at the rate of \$40/hour during the summer contract period. The workload will be agreed upon by the College Dean and the College Chair.

E. College Chairs will assist their respective Dean with the following:

1. Ensuring that faculty evaluations at the college level are done in accordance with this agreement.
2. Working to resolve faculty problems related to the institution.
3. Preparing, after college faculty review, and submitting to the appropriate administrator, budget and Summer school requests.
4. Assist in determining the budget allocations within the college and monitoring budgets including the preparation of purchase requisitions and expenditure reports as required by university policy.
5. Proposing changes in the curriculum, degree requirements and ensure the coordination of curricula within the college with other colleges of the university.
6. Assisting in the design and implementation of a comprehensive outcome assessment program as an integral part of the institutional program.
7. Reviewing faculty of the college and making recommendations to the appropriate administrator for contract continuance, promotion in rank and tenure.
8. After consultation with the faculty within a discipline, recommending yearly course offerings, time schedules, faculty assignments, class size and mode of delivery.
9. Coordinating the evaluation of transcripts for transfer students in cooperation with the Registrar's Office and faculty academic advisor when appropriate.
10. Reviewing and approving records for graduation after review by the academic advisor.
11. Supervising the college's routine office matters, including revision of the catalog and other unit publications.
12. Organizing and conducting college meetings on a regular basis.
13. Acting as liaison with other administrators and colleges to ensure cooperation and coordination.

14. Setting a professional image for faculty; promote and encourage the obtaining of outside grants, attendance at professional meetings, scholarship and other creative production among the college faculty.
15. Assist the Admission & Standards Committee during the Summer Session.

## **6.6 HIRING PROCEDURE**

- A. Candidates for initial appointment to positions should be carefully reviewed so that new faculty members will not merely fill positions but will bring to university intellectual distinction and the potential for tenure and eventual promotion to advanced rank. Candidates for appointment should come fully prepared and ready for a university teaching career, with the promise of excellence and a commitment both to teaching and to contributing to their professional communities beyond the campus.
- B. The right of faculty to participate in the selection of new faculty members is recognized and will be implemented according to the following procedures:
  1. Search Committee: When the nature of a faculty opening has been determined by the administration, and a written announcement is prepared, a search committee shall be formed by the Provost and charged with the responsibility for reviewing the applicants and recommending candidates. The search committee will be composed of the following:
    - a) the Chair (or Chair designee) of the appropriate college, who will chair the search committee;
    - b) two (2) representatives of the administration appointed by the Provost;
    - c) three (3) faculty members selected by the Federation; and
    - d) two (2) students may be appointed at the option of the President of the Associated Students of MSU – Northern.
  2. It shall be the responsibility of the search committee chair to assure that each person to be interviewed for possible employment in the collective bargaining unit receive a copy of the collective bargaining agreement as soon as possible and, in consultation with the federation president, to schedule a pre-employment meeting of the candidate for employment with a Federation representative to discuss the collective bargaining agreement. It shall be the

responsibility of the candidate to become cognizant of the terms of the collective bargaining agreement.

3. Recruitment Procedures: All recruitment shall be carried out in accordance with the university's affirmative action policy.
  - a) Within the schedule established by the Chancellor, the committee shall make its recommendations in writing. When the committee has not reached a consensus, such written recommendation shall fairly represent the range of judgments of all committee members.
  - b) The recommendation shall be accompanied by supporting data, including all materials considered by the committee in arriving at its recommendations and stated documented reasons for the committee's preferences. If any interviewed applicant is judged to be an unacceptable appointee, the committee shall provide explicit documentation for this judgment. The committee shall be available to meet with the Provost at mutually arranged times to discuss its procedures, actions, and judgments and the Provost shall likewise be available to the committee.

The committee's recommendations shall be given to the appropriate college chair who will forward all related materials to the Provost along with an independent chair's recommendation. The Provost will forward all material and an independent recommendation to the Chancellor. The Chancellor may decline to make an offer to any candidate, reopen the search, or close the search, and will inform the committee of the action taken and the reasons for that action. All agreements regarding initial employment terms must be in writing from the Chancellor. In the event of rejection by the Chancellor of any candidate(s), the committee, upon request, shall provide additional names for consideration.

## **6.7 TEMPORARY PERSONNEL**

The parties recognize that the administration may have to hire full-time faculty members on a temporary basis for limited purposes, such as extended illness of a full-time faculty member, sabbatical leave replacement, etc. The right of the faculty to participate in the selection of such temporary personnel is recognized. Prior to the selection of a full-time temporary faculty member the President of the Federation will be invited to appoint a

committee of three (3) faculty members to interview the potential candidates. When the need for full-time temporary personnel ceases, such personnel may be terminated in accordance with the provisions in their hiring contract letter without resort to provisions of this agreement dealing with dismissal. During the period of temporary employment, other terms of this agreement shall apply.

## **6.8 PROFESSIONAL EMPLOYMENT CONTRACT**

All faculty members shall be provided with a professional employment contract at the time of appointment or reappointment consistent with the terms and conditions of employment specified herein.

Rights and benefits of individuals set forth in this agreement shall be incorporated into and made part of all individual professional employment contracts. In the event of conflict between the terms of such contract and the terms of this agreement, the latter shall be controlling.

Unless an individual professional employment contract expressly provides otherwise, the contract term for tenurable faculty is the academic year. No tenured or tenurable individual has or shall acquire a right to employment for a term in excess of the academic year.

## **6.9 SUMMER SESSION ASSIGNMENTS**

- A. A written announcement of all tentative summer session credit allotments will be made available no later than February 1 of each year.
- B. Faculty within whose discipline a summer session course offering(s) normally would fall will be considered in filling the applicable instructional post(s).
- C. Summer session courses and teaching assignments will be determined by the administration using the following procedures.
  - 1. College faculty shall make recommendations to the college chair.
  - 2. The recommendations of the college chairs will be forwarded to the Director of Summer Session.

3. Barring unforeseen financial contingencies summer session letters of appointment will normally be issued no later than April 30. The administration reserves the right to reassign faculty to other classes or projects of comparable scope should sufficient students (10 or more) not enroll in assigned courses or workshops. As an alternative to accepting the reassignment, faculty may opt for a reduced workload and corresponding reduction in salary. Summer session compensation shall be provided in accordance with Section 9.21 of this agreement.

#### **6.10 CROSS-DISCIPLINE TEACHING**

Normally a faculty member will not be directed to teach in areas outside his/her professional expertise. However, if a faculty member is repeatedly required to teach a course or courses outside his/her area of professional expertise, then the administration will endeavor, subject to budgetary limitations, to provide reasonable expenses incurred by the faculty member in obtaining education necessary to adequately teach the course(s). Faculty members will not be evaluated in areas outside their teaching areas of professional expertise until the faculty members have been provided with a reasonable time for reeducation and reasonable expenses for such education.

#### **6.11 CLASS AND COURSE ASSIGNMENT**

The assignment to courses and the expression of the faculty members' preferences in the scheduling thereof shall be accomplished by the college chair. Changes in a college's tentative schedule by the administration shall be made only in consultation with the college chair and the faculty member.

Tentative course schedules for the ensuing academic term shall be published at least four (4) weeks prior to the commencement of that semester.

Changes in the college's schedule shall be made only in consultation with the college chair, and the affected faculty member in the interest of arriving at the best solution for all concerned.

### **ARTICLE 7**

## **PROMOTION, EVALUATION AND TENURE**

### **7.1 FACULTY EVALUATIONS**

The quality of the faculty at Montana State University – Northern should be maintained through a program of continuing faculty evaluation and a supporting program of faculty development. Evaluation of teaching through peer, administrative and student assessment shall be included.

### **7.2 PROFESSIONAL EVALUATION CRITERIA**

Montana State University – Northern seeks to appoint, reappoint, retain, promote and tenure faculty who demonstrate positive contributions to the university within the constraints of the university and scope of the faculty member's responsibilities. The criteria described herein will be used in each evaluation. In each case it shall be the responsibility of the individual to identify his/her positive contributions to the university. Individuals will be evaluated only within the scope of their assignment and in light of resources and opportunities available to them. Since the primary mission of the university is instruction, effective teaching must be positively evaluated in every case. Each candidate for reappointment, promotion or tenure must also demonstrate contributions in either scholarship or service. Each evaluation must include indications of continuing professional activity and development since the previous evaluation.

- A. Effective classroom teaching must be a criterion in every personnel evaluation. Effective teaching encompasses both mastery of appropriate bodies of knowledge and communication of that knowledge to students. Demonstration of effective classroom teaching may be by such means as peer evaluations and student evaluations, but is not limited to these means.

It is the responsibility of the person evaluated to determine the most appropriate means of documenting effective classroom teaching. It is recognized that quality teaching and ongoing professional development are interdependent. Indications of professional activities and development since the previous evaluation must be included in each evaluation. Professional activities and development include but are not limited to active involvement in professional organizations, involvement with industry, attendance at professional conferences or seminars, development and revision of courses and course materials, continued formal education, independent reading, etc.

- B. Scholarly development and contribution may be a criterion in personnel evaluation. Scholarly activity shall be evaluated both as an indicator of professional development and in terms of its contribution to the world of scholarship, or that of art, or that of practical utility. Scholarly development and contributions may be demonstrated by presentations, publications or other evidence of research; by artistic performance or exhibit; by such evidence as patents; or by other means appropriate to the discipline of the person undergoing evaluation.
  
- C. Contributions to the growth and development of the university and to the public in terms of the university's mission of public service may be a criterion in personnel evaluation. Demonstration of contributions to the growth and development of the university and to the public in terms of the university's mission may include but is not limited to contributions to instructional programs, student advising, service on university committees, co-curricular and extracurricular programs. It is the responsibility of the individual being evaluated to demonstrate the appropriateness of contributions and how they relate to the mission and role of the university.

### **7.3 EVALUATION PROCEDURES**

The responsibility for submitting an application for promotion, tenure or continuation of probationary appointment rests with the applicant. Any faculty member seeking promotion, tenure, or continuation of probationary appointment must file an application with its supporting documentation in the office of the Provost by December 1. Documentation must address the applicant's accomplishments in the areas of the professional evaluation criteria described in Section 7.2.

The Provost shall, by December 6, forward the application to the faculty evaluation committee of the college in which the applicant holds an appointment. The faculty evaluation committee shall include all tenured members of the college; in the absence of at least three tenured members, additional members will be chosen from the tenured faculty of the university by the college faculty in consultation with the college chair. To consider an application for promotion, the committee must include at least one member of equal or greater rank than that applied for; in the absence of a qualified college member, the faculty evaluation committee, in consultation with the college chair, will select a qualified member of the university community.

The faculty evaluation committee shall forward recommendations concerning each applicant to the college chair, the Provost and the applicant by February 15.

The college chair shall forward his or her recommendation to the Provost and the applicant, with a copy to the chair of the faculty evaluation committee by March 1.

Failure of either the faculty evaluation committee or the college chair to submit timely recommendations shall not constitute a flaw in the process described herein.

The Provost shall forward a recommendation to the Chancellor and the applicant, with copies to the college chair and the chair of the faculty evaluation committee, by March 31.

All recommendations by the faculty evaluation committee, the college chair, and the Provost must faithfully reflect the professional judgment of the evaluators as to adequate performance according to the professional evaluation criteria described in Section 7.2 of this agreement. Each evaluator must sign a statement reflecting his or her independent judgment and the reasons for that judgment.

The Chancellor will notify the applicant of his decision regarding tenure or promotion by April 30. If approved by the Chancellor, any recommendation for tenure or promotion shall be forwarded to the Board of Regents by May 15.

Tenure and promotions granted by the Board of Regents shall become effective beginning the next academic year. The recommendation and statement of reasons of all persons evaluating applicants shall become part of the individual's personnel file and the copies shall be sent to the faculty member.

#### **7.4 PEER REVIEW**

The parties recognize that peer review is an effective method of evaluating contributions to the university. Peer evaluations shall be required for: (1) probationary faculty in each probationary year after their first (1st) year; (2) all faculty when applying for promotion or tenure; and (3) all post-tenure reviews in accordance with 7.7. Each faculty member who is to receive peer reviews shall request written evaluations from three peers from the university or the faculty member's professional field who have knowledge of that faculty member's teaching effectiveness and/or scholarly development and/or service. Peer reviewers will apply the professional evaluation criteria established in Section 7.2 of this agreement. To the extent possible, peers selected by the faculty member should include persons with similar teaching assignments, similar academic preparation, equal



or higher rank and equal or higher degrees. Peer reviews shall include a written narrative of the faculty member's strengths and weaknesses. Peer reviews shall be conducted no later than November 15. The faculty member being evaluated shall receive a copy of each peer review and shall have an opportunity to respond to or qualify any aspect of the peer review. Peer reviews shall be included with the evaluation materials and shall be made available to the faculty evaluation committee, college chair and administrators with faculty evaluation responsibilities. Classroom visitations by peers will be scheduled by mutual agreement.

## **7.5 EVALUATION OF FACULTY FOR CONTINUANCE OF PROBATIONARY APPOINTMENT**

Each faculty member on a probationary appointment will be evaluated during the first year of service by the Provost or his or her designee and that evaluation will be made available to the faculty member no later than March 31 of each year. During each probationary year after their first (1st) year, the faculty member shall be given a performance evaluation according to Section 7.3 of this agreement.

The review process for continuance of probationary appointments should be vigorous throughout the probationary period. It should be expected that a probationary faculty member shows increasing effectiveness in teaching, or consistent effectiveness in cases of individuals where teaching is fully satisfactory from the start. The candidate's achievements in another evaluation area should show progress toward meeting the tenure requirements.

In the case of faculty members who were appointed with the requirement of completing the terminal degree, requirements for the degree should be completed before the end of the fourth (4th) probationary year to allow two (2) years of evaluation subsequent to the completion of the terminal degree. Reappointment of probationary faculty members shall be at the discretion of the employer who may, but shall not be required to, state reasons for the decisions. The Chancellor shall not be obligated to adhere to recommendations from the faculty evaluation committee, peers, or any administrator regarding the reappointment of probationary appointments.

## **7.6 EVALUATION OF FACULTY FOR TENURE APPOINTMENT**

The granting of tenure must not be a reward for services performed during the probationary years, but should be an expression of confidence that a faculty member will continue to be a valued colleague, a good teacher, an active scholar, or an artist.

Accordingly, tenure shall be based on a thorough review of faculty performance during the probationary years. Such evaluation shall be conducted in accordance with sections 7.2, 7.3 and 7.4 of this agreement.

A probationary faculty member shall be eligible to make application for tenure when either of the following has been accomplished:

- A. a minimum of five (5) completed years of probationary teaching service, at least three (3) of which must have been at Montana State University – Northern; or
- B. two (2) or more years of probationary teaching service at Montana State University – Northern in the rank of Professor.

If a probationary faculty member does not apply for tenure, under the eligibility requirements listed above, he/she shall be given a performance evaluation in the sixth (6<sup>th</sup>) year of probationary appointment. After the evaluation he/she either shall be granted tenure or shall be given notice of non-reappointment under Section 6.2.C of this agreement.

If a probationary faculty member is not granted tenure, he/she shall be given notice of non-reappointment under sections 6.2.C of this contract.

## **7.7 EVALUATION OF TENURED FACULTY**

Faculty who have tenure shall be evaluated once every three (3) years for the purpose of improving instruction with respect to the criteria set forth in sections 5.2 and 7.2. Faculty scheduled for such review shall initiate the peer review procedure included in Section 7.4; and 2) prepare documentation based on criteria in Section 7.2 that describes their professional career growth at MSU – Northern since their last evaluation. The documentation described in part 2) above should describe and highlight teaching competence, service and

scholarly activity that has occurred since the last evaluation, but does not need to be as extensive as the portfolios submitted for promotion or tenure. Upon completion of the peer review, but no later than November 15, the faculty member scheduled for review shall meet with the college chair to discuss his/her achievements since the last evaluation and establish objectives to be accomplished prior to the next evaluation. The college chair shall forward to the Provost and to the faculty member a written evaluation based upon this meeting no later than February 1. Based on these evaluations, the Provost will submit a written evaluation with recommendations for improvement should they be deemed necessary to the Chancellor and a copy to the faculty member by March 1.

## **7.8 STUDENT EVALUATION OF TEACHING**

Student evaluation of teaching is designed to provide faculty with a basis for maintaining the quality of the courses and enhancing teaching effectiveness. The Federation accepts the administration's right to conduct student assessment of faculty using a campus-wide assessment instrument which will be mutually agreed upon in the Federation Administration Committee and voted on by the faculty. A college may not make additions or deletions to the institutional instrument. However, additional instruments may be administered by college faculty. (The agreed upon instrument which is included as Attachment A shall be used until replaced by a new mutually agreed upon instrument.)

## **7.9 ELIGIBILITY FOR PROMOTION APPLICATION**

Faculty members shall be eligible for promotion in rank when they have met the minimum threshold criteria described herein. Application for promotion may be made during the year in which the faculty member will meet the minimum threshold criteria for promotion. Individuals fall within either Category A or B as listed below:

**Category A**

1. Education
2. Sciences
3. Arts
4. Languages
5. Humanities
6. Mathematics
7. Social Sciences

**Category B**

1. Agriculture
2. Mechanical Technology
3. Electronics Engineering Technology
4. Computer Information Systems
5. Nursing
6. Industrial Technology
7. Design Drafting
8. Manufacturing Technology
9. Civil Engineering Technology
10. Business

Any faculty member who teaches outside an assigned category may petition the Provost to move into the other category.

Upon written mutual agreement of the Provost and faculty member concerned the faculty member may change categories.

A. Criteria for Promotion to Assistant Professor

1. Category A

- a) Earned doctorate (from a regionally accredited institution); or
- b) Appropriate degree, as determined by the administration, and three (3) years of college teaching experience.

2. Category B

- a) Appropriate degree, as determined by the administration, and three (3) years of college teaching; or
- b) Master's degree and seven (7) years experience of which three (3) must be for college teaching and fifteen (15) quarter (ten (10) semester credit) of related coursework or 300 clock hours of administration approved related training; or
- c) Bachelor's degree and eleven (11) years experience, of which five (5) must be for college teaching and thirty (30) quarter (twenty (20) semester) credits of related coursework, or 600 clock hours of administration approved related training.

B. Criteria for Promotion to Associate Professor

1. Category A

- a) Earned doctorate (from regionally accredited institution); and seven (7) years of college teaching of which five (5) must be in the rank of Assistant Professor at Montana State University – Northern; or
- b) Appropriate degree, as determined by the administration, and seven (7) years college teaching of which five (5) must be in rank of Assistant Professor at Montana State University – Northern.

2. Category B

- a) Appropriate degree, as determined by the administration, and seven (7) years college teaching of which five (5) must be in rank of Assistant Professor at Montana State University – Northern; or
- b) Master's degree and eleven (11) years experience of which five (5) must be at the rank of Assistant Professor at Montana State University – Northern and forty-five (45) quarter (thirty (30) semester) credits, or 900 clock hours of administration approved related training.

C. Criteria for Promotion to Professor

1. Category A

- a) Earned doctorate (from regionally accredited institution); and eleven (11) years college teaching; of which four (4) must be in the rank of Associate Professor at Montana State University – Northern.
- b) MFA degree in a discipline appropriate to the appointment and fifteen (15) years of college teaching experience, of which four (4) must be in the rank of Associate Professor at Montana State University – Northern.

2. Category B

- a) Earned doctorate (from regionally accredited institution); and eleven (11) years college teaching; of which four (4) must be in the rank of Associate Professor at Montana State University – Northern; or

- b) Master's degree and fifteen (15) years of college teaching experience, of which four (4) must be in the rank of Associate Professor and sixty (60) quarter (forty (40) semester) credits, or 1200 clock hours of administration approved related training.

D. Promotion by Exception

A faculty member who does not satisfy the specified requirements in Sections A - C above may apply for consideration for promotion on the basis of exceptional performance described in Section 7.2. A faculty member who applies for consideration for promotion as an exception shall document the evidence for the exception and include such documentation with the application for promotion. Committees reviewing promotion applications will prepare written recommendations evaluating the basis for making an exception in each case. If the faculty member's application is not supported by either reviewing committee, the faculty member shall not be considered for promotion until the next succeeding period of evaluation. Otherwise, should the applicant not be recommended for promotion, the applicant may request explanation for the denial, provided that the candidate made written responses to recommendations as provided for in Section 7.3. Upon written request from the applicant, the Chancellor will provide the basis of the final recommendations in writing.

## **7.10 APPEALS**

In the absence of the required review, the faculty member cannot receive tenure.

- A. Recommendations against continuance, tenure or promotion at any level prior to the Provost may be appealed in writing to the Provost within seven (7) working days after he/she is notified of the promotion and evaluation committee's recommendation.
- B. If the Provost is the first in the review process to recommend against continuance, tenure or promotion, the affected faculty member shall have the right to review by an appeals committee composed of three (3) tenured faculty members appointed by the Faculty Senate and three (3) members holding tenure and faculty rank appointed by the Chancellor. The request for a review must be made in writing to the Chancellor within seven (7) working days after the applicant is notified of the recommendation of the Provost. The written appeal should succinctly state any and all allegations, objections, or omissions

which the faculty member wants considered by the appeals committee and should specify the remedial action which the faculty member requests be taken. Appeals must be based on substantive factual error or substantive procedural error. The appeals committee shall make its determination based upon the materials and procedures pertinent to the application. The appeals committee shall make its recommendation to the Chancellor by April 20. Any probationary appointee who has been denied promotion or tenure as the result of an administrative decision has the right to the formal grievance procedure. The appropriate remedy for any errors, omissions or defects in the process of evaluation of faculty for continuance, tenure or promotion shall be to remand and properly redo the process to cure the defect.

## **7.11 EVALUATION OF ADMINISTRATORS**

The parties agree that faculty shall be invited to evaluate administrators. The enforcement of this section is not subject to the contractual grievance procedure.

## **ARTICLE 8**

### **DISCIPLINE, TERMINATION, AND RETRENCHMENT**

#### **8.1 TERMINATION OF APPOINTMENT**

- A. Disciplinary Sanctions: Any member of the faculty may be subject to disciplinary sanctions for failure to carry out the responsibilities of a faculty member as defined in Section 5.2 of this agreement.

Disciplinary sanctions shall include but are not limited to:

1. warning letters; and
2. formal written reprimands.

- B. Suspension: Any faculty member may be reassigned or suspended with pay when, in the judgment of the Chancellor, it would be in the best interest of the employee, the students or the institution. Any faculty member may be suspended without pay upon conviction of a felony or a crime involving moral turpitude, or when the faculty member is absent without authorization or justification in excess of five (5) class days or regular work days.

- C. Terminations: Termination of the appointment of a faculty member on continuous tenure, or of a special or probationary appointment before the end of the term specified in the letter of appointment, may be affected by the institution for adequate cause. Termination will not be employed as a punitive measure to punish faculty members for the exercise of their rights to academic freedom or constitutionally guaranteed civil rights. Whether adequate cause exists for termination shall be determined by the Chancellor.
- D. Termination Procedures: The termination of any faculty member for adequate cause may be preceded by:
1. a discussion between the faculty member and the Chancellor or the Chancellor 's designated representative (the matter may be concluded by mutual consent at this point); and
  2. if the matter is not so concluded, the Chancellor may appoint an ad hoc committee to conduct an investigation. The committee shall report to the Chancellor within thirty (30) working days.

If the Chancellor determines there is adequate cause for discharge, he/she will notify the faculty member of the date of termination.

## **8.2 ADEQUATE CAUSE**

Cause for discipline or discharge shall include, but not be limited to, the following:

- A. 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;
- B. conviction of fraud or misrepresentation of professional preparation, accomplishments or experience in connection with initial hiring or in the submission of materials for evaluation for promotion, tenure or salary adjustment purposes;
- C. failure to carry out the responsibilities of a faculty member as defined in Section 5.2, but not limited to those responsibilities as listed; such failure must be directly related to the fitness of the faculty member in his/her professional capacity as a teacher, researcher or public servant;



- D. obstruction or disruption of teaching, research, administration, disciplinary procedures or other campus activities or of other authorized activities on campus premises, or conduct which endangers the welfare of students or employees of the institution;
- E. conviction of deliberate damage to campus property or the property of a member of the campus community or a campus visitor;
- F. violation of the conflict of interest provisions of this contract;
- G. persistent intrusion of material irrelevant to the subject taught, or failure to present the subject matter in the course as announced to the students and approved by the faculty in the curriculum;
- H. consistent or willful failure to comply with duly promulgated policies and regulations and directions of the employer;
- I. persistent and continued unauthorized absence from scheduled classes, office hours, conferences, committee meetings, or other agreed upon assigned duties;
- J. evaluations of students and/or award of academic credit on any basis other than academic performance professionally judged; and
- K. abuse of sick leave or violation of travel regulations.

### **8.3 DUE PROCESS**

The parties affirm that faculty members are entitled to procedural due process rights as defined by law when faced with disciplinary action or discharge.

### **8.4 RETRENCHMENT**

Retrenchment means the termination of tenured appointments at the institution for either financial or academic reasons. The necessity for retrenchment arises from three situations:

- A. when the budget for faculty personal services is insufficient to sustain the current number of tenured positions without reducing current salaries, taking into account reductions due to normal attrition; or
- B. when the number of tenured faculty members in a college or discipline is in excess of the number required to meet the teaching, research and public service obligations of the college or discipline; or
- C. when a college or discipline is discontinued at the institution.

In making the determination that probable cause for retrenchment exists the administration shall plan for a balanced institutional effort which is responsive to the needs of the students and the state. This planning shall include a review of the required level of service activities, nonacademic staff, and nontenured staff.

The following steps constitute conditions precedent to the termination of any tenured faculty:

- A. a committee of two (2) students appointed by the President of ASN and five (5) tenured and nontenured faculty members appointed by the Chancellor of Montana State University – Northern from among ten (10) names proposed by the Federation has been established;
- B. said committee has been informed by the administration of the relevant appropriation and budget information, the reductions of personnel planned by the administration, and the number of nonrenewals of tenured appointments recommended by the administration;
- C. the committee has reviewed the information provided as well as other relevant information which it may request and has communicated to the Chancellor those aspects of the administration's plans and recommendations with which it does and does not concur as well as the reasons in each instance in which they do not concur, and any specific changes recommended by the committee; and
- D. the Chancellor has reviewed the statements and recommendations of the committee and forwarded a statement to the committee which reflects and explains the reasons and extent to which the original recommendations and plans of the administration have been modified.

The following criteria shall be observed in the retrenchment plan:

- A. no tenured faculty member shall be terminated if nontenured faculty members are retained in the same discipline to teach courses the tenured faculty member is qualified to teach;
- B. arrangements shall be made so that presently enrolled upper division and graduate students shall be able to complete degree requirements;
- C. a tenured faculty member shall be reassigned rather than terminated under the following circumstances:
  - 1. the faculty member is qualified to teach different courses or courses in a different discipline; and
  - 2. additional or replacement staffing would otherwise be required; and
  - 3. no more than one (1) semester of released time at two-thirds (2/3) pay would be required for the faculty member to complete preparations for teaching the new courses;
- D. any tenured faculty member selected for termination shall be notified of his/her right to apply for any existing open nonacademic positions at the institution, and in the absence of a candidate with clearly superior qualifications, the faculty member shall be given employment preference. In this situation the faculty member shall receive the salary established for the new position;
- E. the position of any tenured faculty member terminated because of retrenchment shall not be filled for a period of two (2) years unless the terminated faculty member has been offered reinstatement at previous rank and tenure and a reasonable time in which to accept or decline.

Each tenured faculty member selected for termination shall be so informed and given a statement of the reasons for his/her selection a minimum of one (1) contract year prior to the date of termination.

Each tenured faculty member selected for termination under the terms of this section shall have the opportunity to appeal his/her selection through the regular avenue of appeals for faculty personnel decisions as stated in Board of Regents' policy. Each such faculty member may grieve, in accordance with this agreement's grievance procedure, any failure to follow the aforesaid procedures.

## 8.5 RESIGNATIONS

Any probationary or tenured faculty member who does not intend to return for the following academic year should notify the Provost at the earliest possible date.

A faculty member who does not sign and return the professional employment contract within thirty (30) days of receipt of the contract is considered to have resigned at the expiration of the current or most recent term of employment.

## ARTICLE 9

### COMPENSATION

#### 9.1 SALARY POINT SCHEDULE

The salary point schedule for July 1, 2017 through June 30, 2019 shall be as follows:

CATEGORY A					
DEGREE				MSU-N Experience	OTHER EXPERIENCE (15 points maximum)
Doct. 35	Spec. 25	Mast. 20	Bach 10	MSU-N  1 point per year	<u>Other Teaching Experience</u> 1 point per year up to 10 points then 1/2 point per year.  <u>Other Related Experience</u> 1 point per year, 5 point maximum
Points are awarded for highest degree only.					
ACADEMIC RANK					
Full Professor		2.5 pt.			
Associate Professor		1.5 pt			
Assistant Professor		1.0 pt			

CATEGORY B		
DEGREE	MSU-N EXPERIENCE	OTHER EXPERIENCE (15 Points Maximum)
Mast.            Bach. 20                10 Points are awarded for highest degree only.	MSU-N	<u>Other Teaching Experience</u> 1 point per year up to 10 points, then 1/2 point per year <u>Occupational Experience</u> 2 points per year up to 10 points maximum <u>Other Related Experience</u> 1 point per year, 5 point maximum
<b>ACADEMIC RANK</b> Full Professor            2.5 pt. Associate Professor      1.5 pt. Assistant Professor       1.0 pt		

## 9.2 EDUCATION - DEGREES

Points are given for earned degrees awarded from a regionally accredited institution.

## 9.3 EXPERIENCE

A person can get only one point per normal academic year or for the normal calendar work year in the case of related experience, except under occupational as defined below.

The year is the formal academic year and no extra points are granted for summer teaching. Leave time will count in Montana State University – Northern experience unless other credits are granted under experience.

## 9.4 OTHER TEACHING EXPERIENCE

This will include only teaching experience related to the position at Montana State University – Northern. For the purpose of determining college teaching experience, graduate teaching assistant experience shall be computed at the rate of two (2) years of assistantship being equal to one (1) year full-time college teaching. A maximum of two (2) years of graduate teaching assistantships may be counted to result in a maximum of one (1) point.

## **9.5 OTHER RELATED EXPERIENCE**

Credit in this area will be available to personnel in both Group A and B. To receive credit, the other related experience must be related to the work assignment at Montana State University – Northern and contribute to the faculty member's teaching qualifications. Public or private school administration experience shall be counted under other related experience.

## **9.6 OCCUPATIONAL EXPERIENCE**

Since occupational experience may be very valuable to classroom instruction, salary points for occupational experience shall be available to all faculty who do not have a doctorate. If a doctorate is earned subsequent to a faculty member being awarded points for occupational experience, the faculty member will be moved to Group A, and points awarded for occupational experience will be retained.

Points for occupational experience will be given only for full-time employment, and excess occupational experience may be counted as other related experience at the rate of one (1) point per year.

Self-employment will not be counted unless it is on a full-time basis, i.e., an electronics technician operating his/her own shop.

A year for occupational experience will be the normal work year of twelve (12) months.

## **9.7 POSITION ON SALARY SCHEDULE**

Faculty members' salaries will be determined in accordance with their salary points and other provisions of this agreement.

## **9.8 SALARY POINT AWARDS**

The awarding of points on salary point schedule and point assignment appeals initiated by either the Federation or the administration shall be made in the following manner:

- A. the Provost decides points to be awarded;
- B. the decision of the Provost may be appealed to the salary point resolution committee for final determination;
- C. the salary point resolution committee shall be composed of two (2) faculty members appointed by the Federation and two (2) administrators appointed by the Chancellor; and
- D. the Chancellor shall be an ex-officio member of this committee and shall have a vote in all cases involving ties.

## **9.9 FACULTY SALARIES**

Effective August 1<sup>st</sup>, each faculty member will receive one (1) experience point for each additional year of service at Montana State University – Northern which is considered part of the base salary during the term of this agreement.

### **A. Faculty Salaries – 2017-2018**

There will be no change to normal salaries.

Promotions and education points are effective August 1, 2017.

### **B. Faculty Salaries – 2018-2019**

Promotions and education points are effective August 1, 2018.

Each member of the bargaining unit hired prior to July 1, 2018 shall receive \$500 as a one-time payment, effective October 1, 2018.

There will be a 2% normal salary increase. This will be distributed by increasing minimum salaries by 2.33% with no change to the value of a point. This will be effective the first pay period that includes February 1, 2019.

Effective February 1, 2019, the minimum salaries will be increased by 2.33%, as follows:

1. Instructors shall be paid \$338.83 for each point in excess of twenty (20) points plus a minimum of \$37,961.46.
2. Assistant Professors shall be paid \$338.83 for each point in excess of thirty (30) points plus a minimum of \$44,389.88.
3. Associate Professors shall be paid \$338.83 for each point in excess of forty (40) points plus a minimum of \$53,526.84.
4. Professors shall be paid \$338.83 for each point in excess of fifty (50) plus a minimum of \$62,217.69.

C. Any new promotions in any rank will receive one additional salary point for the promotion in addition to the adjustments for promotion and education points addressed in this Article.

### **9.10 RECRUITMENT ADJUSTMENT**

The Chancellor at his/her discretion may offer up to fifty (50) additional points to a new faculty member where a difficulty of recruitment has been established. These points will be added to the faculty member's total points. The Chancellor will notify the Federation and college of his/her intent, twenty-four (24) hours prior to such an offer. The Federation shall have this period to express its opinion regarding the offer. If the candidate accepts the offer and that candidate has equal or less-than-equal qualifications of a faculty member who is currently teaching the same subject area, the current faculty member's total points will be adjusted equal to the new faculty member's total points. Current faculty teaching in the same subject area who have less-than-equal qualifications than the candidate and who have fewer total points than the total points offered the candidate shall be granted at least one (1) additional point. The determination of qualifications will be made on the basis of point assignment.

### **9.11 EXTRA DUTY ASSIGNMENTS**

Faculty members who accept extra duty assignment by the administration for additional responsibilities as identified below shall receive salary compensation in addition to their assigned positions on the salary schedule.

The compensation for these additional responsibilities will be:

Skills USA (VICA) Advisor	\$2,000
Skills USA State Conference Coordinator	\$1,250
Postsecondary Ag (PAS) Advisor	\$1,250
BPA Advisor	\$1,250
Sweetgrass Society Advisor	\$1,250

The administration may cancel the extra duty assignment at any time. The compensation will be prorated for partial completion of the assignment. Compensation for extra duty assignments not listed herein may be implemented upon agreement of the Chancellor and the Federation President. A job description of responsibilities and duties may be obtained from the office of Academic Affairs.



## **9.12 INDEPENDENT AND DIRECTED STUDY**

Independent study and directed study may be offered without consideration for overload. Faculty will be compensated for independent or directed studies at the rate of \$100 per student credit hour. For example, one student taking one three-credit independent or directed study class will result in compensation of \$300. In order to be eligible for the compensation of \$100 per student credit hour, the faculty member must receive advance approval from the Dean of the college where the course is offered and from the Provost.

## **9.13 REIMBURSEMENT AND TRAVEL EXPENSES**

Travel expenses will be paid in accordance with state statute.

## **9.14 GROUP INSURANCE**

The University will contribute the amount provided by state statute to the Montana University System group insurance plan for each eligible faculty member.

## **9.15 UNEMPLOYMENT INSURANCE**

Faculty shall be covered by unemployment insurance as provided in 39-51-101 et. seq., MCA.

## **9.16 WORKERS' COMPENSATION**

Faculty shall be eligible for workers' compensation benefits as provided in 39-71-101 et. seq., MCA.

## **9.17 RETIREMENT**

Faculty shall participate in the Teachers' Retirement System as provided in 19-4-101 et. seq., MCA, or an optional retirement plan as provided in 19-4-101 et. seq., MCA.

## **9.18 STATUTES**

Any changes in state statutes, brought about by legislative action which increases these benefits will be immediately implemented by the administration.

## **9.19 CONTINUING EDUCATION**

Reimbursement for continuing education courses shall be at the uniform rate approved by the Board of Regents plus per diem and traveling expenses.

## **9.20 DISLOCATION ALLOWANCE**

Faculty whose class and course assignment, per Section 6.11 consists of course(s) offered away from the main campus, shall be given the following additional considerations:

- A. a dislocation allowance of twenty (20) cents per mile for each trip shall be added to the faculty member's remuneration for those regularly scheduled classes which are held more than fifty (50) miles from campus. The dislocation allowance shall be calculated on a round trip mileage to and from the class offering(s) based on the state's mileage chart;
- B. a faculty member's load for the semester will reflect the regularly scheduled credits taught on-campus and off-campus;
- C. consideration regarding scheduling and classes will be made to include time between offerings, distance of travel and faculty members' teaching loads; and
- D. a faculty member teaching off campus during any given semester as part of regular load will not be required to teach more than a twelve (12) credit load for his/her total assignment for that semester.

This allowance does not apply to supervision or internship classes.

## **9.21 SUMMER SESSION**

A full-time workload for summer session is six (6) credits. Summer session salaries for faculty members who are given a full-time summer session appointment shall be twenty-five percent (25%) of their prior academic year's salary.

If the faculty member is employed less than full-time, the salary will be prorated. Faculty teaching in excess of six (6) credits shall have their salary increased proportionately.

## **9.22 DEPENDENT PARTIAL TUITION WAIVER**

Permanent employees must be employed at least  $\frac{3}{4}$  time for five (5) 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 (1) 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.

# **ARTICLE 10**

## **ABSENCES AND PROFESSIONAL DEVELOPMENT**

### **10.1 SICK LEAVE**

- A. Sick leave is the necessary absence from duty caused when an individual 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 examinations or treatment.

- B. Sick leave credits shall be earned by full-time faculty at the rate of four (4) hours credit for August, eight (8) hours credit for September through April, and four (4) hours in May. Prorated leave credits will be granted individuals working half-time (.50 FTE) or more.
- C. Faculty are entitled to take sick leave after they have been continuously employed for ninety (90) days.
- D. Upon completion of the qualifying period, the individual is entitled to total sick leave credits earned.
- E. Sick leave credits may not be accrued during a continuous leave of absence without pay except while serving on jury duty.
- F. 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.
- G. A physician's certificate or other evidence to substantiate a sick leave charge may be required by the college chair in cases of a lengthy absence or if a question of abuse exists.
- H. Abuse of sick leave is cause for dismissal and for forfeiture of the lump sum payment. Abuse occurs when there is a misrepresentation of the actual reason for charging an absence to sick leave, when an individual uses sick leave for unauthorized purposes, or when an individual neglects to report sick leave.
- I. Any holidays that fall during a period that a faculty member is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.
- J. Advancing sick leave credits after an individual's earned sick leave credits have been expended is expressly prohibited.
- K. Individuals shall be provided with a statement of his/her sick leave accumulation at the end of the academic year.
- L. An individual who terminates their employment 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 individual's salary at the time he/she terminates employment. Accrual of sick leave credits for calculating the lump sum payment begins July 1, 1971. However, no individual forfeits any sick leave rights accrued prior to July 1, 1971.

## **10.2 EMERGENCY LEAVE**

- A. Emergency leave is defined as a necessary absence due to (1) illness of a member of the individual's immediate family requiring the attendance of the faculty member until professional or other attendance can be obtained; or (2) the death of a member of the individual's immediate family.
- B. Emergency leave is charged against an individual's sick leave credits. A maximum of five (5) working days a year shall be allowed for illness in the immediate family, and a maximum of five (5) working days shall be allowed for each death in the immediate family. Regulations for administering emergency leave shall be the same as for sick leave.
- C. Immediate family shall include: spouse, parents, siblings, children, household dependents and same relative of the individual's spouse in like degree.

## **10.3 LEAVES OF ABSENCE WITHOUT PAY**

- A. After two years of continuous service, a faculty member may be granted a leave of absence without pay for satisfactory projects.
- B. Requests for leaves of absence without pay shall be made in writing to the Chancellor. If the Chancellor approves the leave, it shall be submitted to the Board of Regents through the Commissioner for final approval.
- C. Satisfactory programs or projects shall include research, education, travel or related work in other colleges, or private or business organizations, or other activities which the Chancellor agrees will improve the individual professionally or will directly or indirectly benefit the university or the state.
- D. The time period for the leave shall not exceed two years.

#### **10.4 LEAVES FOR PERSONAL PURPOSES**

Leaves for personal purposes shall be awarded with prior approval of the administration. In all cases where substitutes are utilized, the faculty member taking the leave shall secure the replacement subject to the approval of the administration. Such leaves shall be noncumulative and nonreimbursable and shall not be used for recreational purposes. Substitutes will not be compensated by the administration.

#### **10.5 CHILDBIRTH LEAVE**

Faculty members shall be entitled to childbirth leave. Said leave shall commence and terminate at the time deemed necessary by the individual's attending physician and the Provost, but shall not exceed two years. If necessitated by problems of securing temporary replacement, the Provost may require that the leave begin and/or end at the start of an academic semester. Childbirth leave may be charged against sick leave credits during the disability period. Remaining leave time shall be leave without pay. Faculty on childbirth leave shall not lose any previously accrued benefits.

#### **10.6 JURY AND WITNESS LEAVE**

Faculty members shall be granted a leave of absence with pay to serve as a juror or witness in accordance with 2-18-619, MCA

#### **10.7 MILITARY LEAVE**

Eligible faculty shall be granted military leave in accordance with 10-1-604, MCA

#### **10.8 PUBLIC SERVICE LEAVE**

Individuals shall be eligible for public service leave in accordance with 2-18-620, MCA

#### **10.9 PROFESSIONAL LEAVE**

Individual faculty may, with the approval of the college chair, be permitted sufficient time away from their regular assignments to attend regularly scheduled professional meetings, seminars, workshops, or conferences.

Subject to availability of collegial funds, such individuals may be entitled to reimbursement for travel expense incurred in attendance at such meetings. No compensation for replacements shall be provided from institutional funds.

#### **10.10 SABBATICAL LEAVE**

- A. All tenurable faculty shall be eligible to apply for a sabbatical assignment of up to one (1) academic year with payment of two-thirds (2/3) salary and appropriate fringe benefits after seven (7) years consecutive employment at Montana State University – Northern and after every seventh (7th) year of continuous employment thereafter.
  - 1. All sabbatical assignments shall be for a period of not less than one (1) academic year semester.
  - 2. No faculty shall lose entitlement because of a failure to apply for a sabbatical assignment.
  - 3. A person who is granted a sabbatical assignment shall not lose seniority status, tenure or any other benefits he/she accrued prior to the leave.
  - 4. Any faculty member receiving a sabbatical is expected to return to the university for at least one (1) academic year or repay money received from the institution while on assignment.
  - 5. The recipient of sabbatical assignments may avail himself/herself of fellowships, assistantships, or other sources of limited income, but will not be permitted to accept full-time employment while on assignment. No recipient of sabbatical assignments may accept employment which will increase his/her total income beyond the amount he/she would normally receive from the institution during the period of the assignment without receiving the approval of the Chancellor. In addition, the recipient of an assignment will be expected to report from time to time in accordance with procedures spelled out in the sabbatical proposal to the Chancellor on the work he/she is doing.
  - 6. Satisfactory programs or projects for sabbatical periods include research, travel, related work in other colleges or private or business organizations; or other activities which the Chancellor, with the concurrence of the Regents, agrees will improve the staff member professionally or which directly or indirectly benefits the university and the state.

B. A sabbatical assignment committee shall be formed to make recommendations to the Chancellor for sabbatical assignments.

1. The sabbatical assignment committee shall be composed of the following persons:
  - a) two (2) members appointed by the Chancellor;
  - b) two (2) members appointed by the Federation; and
  - c) one (1) member appointed by the above four (4) members.

A member of the sabbatical assignment committee or a member of any committee assigned to evaluate applications for sabbatical assignment who applies for sabbatical assignment shall not serve on said committee while his/her application is being considered.

2. The sabbatical assignment committee shall screen the written requests of eligible faculty members utilizing the following criteria:
  - a) academic rank;
  - b) total length of service in the Montana University System;
  - c) the type and quality of the proposed program.
3. Additional criteria may be developed by the committee. Any additional criteria must be submitted to the Chancellor for approval.
4. Final recommendations to the Chancellor from the list of eligible sabbatical applicants shall be submitted to the Chancellor. In any one (1) year the maximum number of such recommendations shall not exceed five percent (5%) (or the nearest whole number) of the bargaining unit. The granting of sabbatical assignments is subject to budget limitations.

C. Requests for sabbatical assignment shall be processed in accordance with the following procedures:

1. The sabbatical assignment committee shall be convened and all faculty requests for sabbatical assignment shall be forwarded in writing to the committee along with the appropriate college chair's recommendations by November 1 of each academic year.



2. Recommendations from the committee shall be forwarded to the Chancellor by December 1 of each academic year.
3. The Chancellor shall approve or disapprove all sabbatical assignments within one (1) month of receipt of the committee's recommendations and shall present the approved assignments to the Regents at their next meeting.
4. Sabbatical assignments shall be approved for a specific year and such approval shall not automatically carry over into subsequent years.
5. In case an approved sabbatical recipient cancels his/her plans, he/she shall notify the Chancellor promptly so another person considered may be chosen for a sabbatical.

#### **10.11 EDUCATIONAL LEAVE**

Eligible faculty may apply for an educational leave for the purpose of improving teaching or professional competence in areas pertaining to professional assignment in ways promising to increase contributions to the welfare of the university.

Any faculty member receiving an educational leave must return to the university for at least one (1) academic year or repay money received from the university while on leave.

All educational leaves shall be for a period of not less than eight (8) weeks or more than one (1) academic year. The salary paid during a leave shall be two-thirds (2/3) of the prorated academic year contract amount. Salary entitlement shall be established at the time the leave is approved.

Payments during the period of leave will be made on a monthly basis.

Educational leaves may not be deferred by the recipient. Recipients of educational leaves may avail themselves of fellowships, assistantships, or other sources of scholarly income, but will not be permitted to accept other employment while on educational leave. In addition, the recipient of an educational leave must report quarterly to the Provost on the study in progress.

Faculty members eligible for educational leave may apply for such leave by making application to the sabbatical assignment committee. The Committee shall screen the applicants and make recommendations to the Chancellor consistent with the procedures for sabbatical leaves.

Faculty members who are in tenure track appointments, who have completed at least two (2) years full-time teaching at Montana State University – Northern, and who concurrent with their application for educational leave file a plan of study leading to a degree which advances or extends their current qualification are eligible to apply for educational leaves.

In considering applications, the Chancellor of the College will be guided by the following criteria:

- A. service which is primarily teaching and or research;
- B. academic rank;
- C. total length of service at Montana State University – Northern; and
- D. adequate assurance that the requirement of the plan of study will be completed during the period of the leave.

## **ARTICLE 11**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

#### **11.1 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 faculty members so that resort to the formal grievance procedure will not 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 the investigation and resolution of grievances. The procedures hereinafter set forth shall be the sole and exclusive method of resolving the grievances of faculty members.

## **11.2 DEFINITION OF A GRIEVANCE**

A grievance is defined as an allegation by the Federation that there has been a breach, misapplication or misinterpretation of an article of this agreement.

## **11.3 GRIEVANCE REPRESENTATIVES**

Within twenty (20) days after the execution of this agreement the Federation shall furnish to the employer a list of all persons authorized to act as Federation grievance representatives and shall update the list as needed. Such representatives shall have the right to investigate, consult, and prepare grievance presentations and attend grievance hearings and meetings.

## **11.4 CONTENTS OF GRIEVANCE**

All grievances must be submitted to the Chancellor or his/her designee on the grievance form contained in this section, dated and signed by the grievant, the designated Federation grievance representative, and the Federation President or his/her designee.

The employer may request the Federation to reconsider and resubmit any grievance filed which is not in substantial compliance with this section. The employer shall inform the Federation of any such refusal and specify the deficiencies in the grievance. The Federation shall have an additional ten (10) days to resubmit a corrected grievance. If a corrected grievance is not submitted within ten (10) days, the right to grieve is waived.

## **11.5 FORMAL GRIEVANCE PROCEDURE**

All grievances must be filed within twenty-five (25) days following the act or omission giving rise thereto. The Federation may, in the written grievance which is filed, request the postponement of any action in processing the grievance formally for a period of up to twenty (20) days, during which period efforts to resolve the grievance informally shall be made. No award shall be increased and no additional rights shall be acquired as a result of granting an extension. The Federation may at any time terminate the postponement period by giving written notice to the Chancellor or his/her designee that the Federation wishes to proceed with. Step 1 meeting provided below. If the postponement period, or any extension thereof, expires without such written notice, the

Federation and the employee grievant shall be deemed to have waived any right to process the grievance further.

#### STEP 1

The Chancellor or his/her designee shall conduct a meeting with the employee grievant and the Federation grievance representative no later than twenty (20) days following: (1) receipt of the grievance if no postponement is granted; or (2) receipt of written notice that the Federation wishes to proceed with the Step 1 meeting. At the conference, the Federation shall have the right and the obligation to present any and all evidence in support of the grievance. The Chancellor or his/her designee must issue a written decision within fifteen (15) days following the conclusion of the meeting. In the event the decision refers to documents not requested or presented by the employee grievant or the Federation, copies of such documents shall be attached to the decision. The Federation and the grievant may advance the grievance to Step 2.

#### STEP 2

If the grievance has not been settled at Step 1, then within ten (10) days after receipt of the written decision of the Chancellor or the expiration of the time limits for making such decision, the Federation may submit the written grievance to the Commissioner together with a copy of the decision of the Chancellor. The Commissioner shall, within twenty (20) days after the receipt of the grievance, issue a decision with reasons in writing to the Federation, the grievant and the Chancellor.

#### STEP 3

Within ten (10) days of receipt of the Step 2 decision, the Federation, upon request of the employee grievant, may, but is not required to, file a written notice with the Commissioner and the Chancellor requesting arbitration. The notice must be signed by the employee grievant and the Federation President. Only those alleged violations of the agreement identified in Step 1 may be considered at arbitration. Upon mutual agreement, grievance mediation may be used by the parties prior to or in lieu of arbitration.

### **11.6 SELECTION OF AN ARBITRATOR**

The Federation and the employer shall forward a joint written request to the American Arbitration Association (AAA) (unless otherwise mutually stipulated) to provide a list of names of seven (7) arbitrators. Each party shall

alternately strike names from the list until only one (1) name remains. The remaining person shall be designated the arbitrator and that person and the AAA shall be notified of the selection. The Federation and the employer shall select a mutually agreeable date, set the time and place of arbitration, and obtain confirmation from the arbitrator.

### **11.7 CONDUCT OF HEARINGS**

The arbitrator shall hold the hearing in the city where the employee grievant is employed unless otherwise agreed by the parties. The arbitrator shall issue a decision within thirty (30) days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is mutually agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted, including a statement of the specific issue or issues decided and the specific contract sections, if any, found to be violated.

### **11.8 AUTHORITY OF THE ARBITRATOR**

The authority of the arbitrator shall remain contingent upon the mutual consent of the parties until conclusion of the hearing process. At any time prior to the conclusion of the hearing process either party may revoke consent to an arbitrator whose actions thereafter cannot bind either party. The party revoking consent shall thereby become responsible for fees and expenses of the arbitrator. The right to revoke consent shall not extend beyond the hearing and once the parties have presented their cases both parties shall remain irrevocably bound by the arbitrator's award.

Either party may appeal the award of the arbitrator to the appropriate state district court.

The arbitrator shall not be bound by the formal rules of evidence but shall be bound by and make findings and awards consistent with the rules and principles of substantive law and public policy.

### **11.9 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. The judgment of the arbitrator may not be substituted for that of the employer or academic peers on academic matters or in the event of personal value judgments subjectively made in personnel matters. The judgment of the arbitrator may be employed in making findings of fact and conclusions of law and interpreting the intent of the parties as manifest by the existing agreement, and in fashioning remedies which are not precluded by this agreement.

In cases involving failure to appoint, reappoint, promote, or grant tenure the arbitrator may not direct that the individual be appointed. The arbitrator's remedy for any procedural defect shall be limited to curing the procedural defect and shall not result in an award of promotion or tenure. In the event of a finding that a fair academic judgment was not made or that there was procedural error which substantially impaired the fairness or objectivity of the results of the process the matter will be remanded to the employer to redo the procedure in an appropriate manner. The arbitrator shall neither add to, delete from, nor amend the terms of this agreement or of any individual contract of employment. The arbitrator shall have no jurisdiction over any claim or discrimination while under the jurisdiction of the university discrimination grievance committee.

#### **11.10 EFFECT OF DECISION**

The decision or award of the arbitrator shall be final and binding upon the employer, the Federation, and the employee grievant, subject only to review by the court.

#### **11.11 FEES AND EXPENSES**

All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its own case. Any party desiring a transcript of the proceedings shall bear the cost. The cost of any transcripts required by the arbitrator shall be divided equally between the parties.

#### **11.12 TIME LIMITS**

All time limits contained in the grievance or arbitration procedures may be extended by mutual agreement of the parties, except that the time limits of initial filing of a grievance may be extended only by agreement between the employer and the Federation. Upon failure of the employer to provide a decision within the time

limits provided, the employee grievant and the Federation may appeal the next step. Upon the failure of the employee grievant and the Federation to file an appeal within the time limits provided, the grievance shall be deemed to have been resolved by the decision at the prior step. Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays which are not designated as a university holiday.

### **11.13 RETROACTIVITY**

An arbitrator's award may or may not be retroactive as the equities of each case may demand.

### **11.14 REPRISAL**

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

## **ARTICLE 12**

### **GENERAL CONTRACT PROVISIONS**

#### **12.1 SEVERABILITY CLAUSE**

If any part or portion of this agreement is rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portion thereof; provided, however, upon such invalidation, the parties agree to meet within a reasonable time and negotiate, such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

#### **12.2 WAIVER CLAUSE**

Regardless of any procedure set forth in this contract the signatory parties shall have the right to mutually agree upon any method for achieving goals; or for the resolution of any question, controversy, claim or matter of

difference related to this agreement or the performance or breach of any part thereof. No action taken under the provisions of this section shall constitute a past practice for future negotiations.

### **12.3 PRINTING COSTS**

Costs for the printing of the agreement and all attachments herein shall be shared equally by the parties. The parties agree that the agreement shall be printed.

### **12.4 CONTROLLING CLAUSE**

In the event of a conflict between existing or future Board of Regents and/or administration policies and this agreement, the conflict shall be resolved in favor of the terms of this agreement during its duration. No change, rescission, alteration, or modification of this contract shall be valid unless mutually agreed upon by both parties and endorsed by written addendum hereto, any other provision of this agreement notwithstanding.

### **12.5 ENTIRE AGREEMENT**

This agreement constitutes the entire negotiated agreement between the Commissioner, the administration and the Federation and supersedes any previous regulations, faculty contracts, previous practices, or policies which are in conflict with the expressed terms of this agreement. This agreement shall constitute the master agreement for all faculty members in the bargaining unit.

### **12.6 NO STRIKE - NO LOCKOUT**

The parties agree that bargaining unit members will not strike or engage in a work slowdown or stoppage and that the administration will not lockout bargaining unit members during the duration of this agreement.

### **12.7 NONDISCRIMINATION**

All parties affirm their commitment to the nondiscrimination and affirmative action requirements established by law, regulation and policy.



## **12.8 PRE-BUDGETARY NEGOTIATIONS**

No later than February 1, 2008, labor and management shall participate in system-wide, pre-budget bargaining, as coordinated between MEA-MFT and the Montana University System, over economics for next biennium.

## **12.9 DURATION**

This agreement shall be in full force and effect from ten (10) days after ratification by both parties. Should either party seek to modify this agreement it shall give written notice no less than ninety (90) days prior to the June 30, 2015 expiration date. Negotiations may commence at any time thereafter.

Any provision of this agreement may be open for renegotiations by mutual agreement.

## **12.10 NEGOTIATIONS FORMAT**

Negotiations shall be scheduled at times and places that provide minimal interference with the instructional, administrative and other employment duties of the negotiating team.

## **12.11 LEGISLATIVE ACTION**

The Commissioner, the administration and the Federation agree that any provision of this agreement requiring legislative action to permit its implementation by providing additional funds shall not become effective until the legislative assembly has given approval.

The Board and the Federation will cause to be introduced and will lend their support to the necessary proposed legislation.

The parties agree that should such legislative action not be forthcoming, they will meet to renegotiate any affected provisions.

## **12.12 PERFORMANCE BY DESIGNEE**

Any responsibility assigned to a specific representative of the university or Federation may be performed by a designee of such representative.

## ATTACHMENT A: STUDENT EVALUATION OF COURSE AND INSTRUCTOR

Course #	Instructor's Name	Semester	Today's Date		
----------	-------------------	----------	--------------	--	--

**Rating Scale:** 5-Excellent 4-Very Good 3-Good 2-Needs Improvement 1-Unacceptable

### Evaluate the course: How would you rate

1. Textbook/supplementary materials in support of the course topics	5	4	3	2	1
2. Value of assigned homework in support of the course topics	5	4	3	2	1
3. Value of laboratory experiments/projects in support of the course topics	5	4	3	2	1
4. Weight given to labs or projects, relative to exams and quizzes	5	4	3	2	1
5. Weight given to homework assignments, relative to exams and quizzes	5	4	3	2	1
6. Definition and application of criteria for grading	5	4	3	2	1
7. Course plan or objective stated clearly	5	4	3	2	1

### Evaluate the Instructor: How would you rate

8. The instructor was well prepared	5	4	3	2	1
9. The instructor communicated ideas clearly	5	4	3	2	1
10. The instructor or assistants were available for outside assistance	5	4	3	2	1
11. The instructor exhibited enthusiasm for and interest in the subject	5	4	3	2	1
12. The instructor related course material to its applications	5	4	3	2	1
13. Class discussion was encouraged	5	4	3	2	1
14. Used examples and illustrations effectively	5	4	3	2	1
15. Course material was well organized	5	4	3	2	1

### Evaluate the Other Factors Affecting the Course

16. Overall quality of the course and instruction	5	4	3	2	1
17. What is your class standing	5	4	3	2	1
18. What % of the class meetings have you attended	100%	90%	75%	50%	50%
19. Quality, quantity & availability of equipment, tools and materials	5	4	3	2	1
20. Room and facilities adequate to the number of students	5	4	3	2	1
21. Was the room equipped with chairs, tables, etc., and climate controlled	5	4	3	2	1
22. Course scheduled such as to promote learning	5	4	3	2	1
23. What did you like most about the course?	5	4	3	2	1
24. What did you like least about the course?	5	4	3	2	1

**How would you improve the course? (Put additional comments on back.)**

## ATTACHMENT B: PERSONAL LEAVE REQUEST

I request personal leave for the following period:

The scheduled meetings of courses for which I am responsible will meet and be conducted by the person(s) I have listed at no expense to the university.

I understand that I will receive a response to this request within five working days of its filing and I certify that the leave will not be used for recreational purposes. I further understand that failure to respond to the request on time constitutes approval.

---

Signature of Requestor

Date filed: \_\_\_\_\_ Dated  
received in college chair's office:

\_\_\_\_\_ Approved

\_\_\_\_\_ Disapproved

---

Signature of College Chair

Date signed: \_\_\_\_\_

## ATTACHMENT C: GRIEVANCE FORM

1. Name of faculty member grievant: \_\_\_\_\_
  
2. Date(s) alleged grievance occurred: \_\_\_\_\_
  
3. Names(s) of administrator(s) involved in act or omission upon which grievance is based:  
\_\_\_\_\_
  
4. Concise statement of relevant facts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
5. Specific wording in agreement or individual contract alleged to be misapplied or misinterpreted:  
\_\_\_\_\_  
\_\_\_\_\_
  
6. Witnesses: \_\_\_\_\_  
\_\_\_\_\_
  
7. Documents: (Identify here and attach) \_\_\_\_\_  
\_\_\_\_\_
  
8. Grievance argument: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
9. Remedy requested: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Signature of Employee Grievant

\_\_\_\_\_

Signature of Federation Representative

\_\_\_\_\_

Signature of Federation President

Addendum D

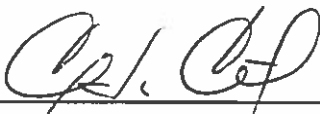
Memorandum of Understanding  
*between*  
Montana University System,  
Montana State University Northern  
*and*  
MEA-MFT Federation of Teachers Local # 4045

The parties agree to invoke Article 2.15 Federation Administration Committee of the Collective Bargaining Agreement to explore options for faculty compensation. The first meeting shall held no later than September 30, 2016.

It is understood all provisions of Article 2.15 shall be in effect for the duration of this process.


Entered and executed on the 4<sup>th</sup> day of August 2016.

FOR THE  
MONTANA UNIVERSITY SYSTEM:



Clayton T. Christian  
Commissioner of Higher Education

FOR THE  
FEDERATION OF TEACHERS LOCAL # 4045:



President, Local # 4045

**MEMORANDUM OF UNDERSTANDING**

**between**

**The Federation of Teachers Local 4045**

**and Montana University System, Montana State University -Northern**

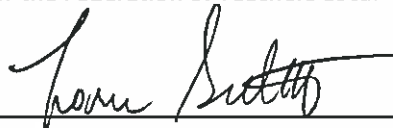
THIS MEMORANDUM OF UNDERSTANDING is made between the parties of the Federation of Teachers Local 4045 and the Montana University System, Montana State University-Northern.

Item #4 of the Revised Collective Bargaining Agreement (March 7, 2014) states, "The parties agree that the 'federation administration committee' (2.15) be reconstituted to work toward resolution of mutual concerns of both the federation and administration. The committee shall have as its goal the resolution of items that may be resolved immediately, tested or "piloted" immediately, or, incorporated into the bargaining agenda for the next contract cycle, depending on the nature of the item." Implementing this clause, the Federation of Teachers Local 4045 and Montana State University-Northern agree to implement a modification to the administration of the Department of Nursing at MSUN to conform to the guidelines and regulations of the programmatic accrediting agency, Accreditation Commission for Education in Nursing (ACEN). This modification includes the following provisions:

- A new Director of Nursing will begin employment at MSUN in the Fall 2016 semester;
- Two Chairs will be elected by the faculty of Nursing, in accordance with Section 6.5 of the Collective Bargaining Agreement;
- These two chairs will have the same rights and responsibilities as College Chairs, as defined by Section 6.5 of the Collective Bargaining Agreement;
- There will be one chair for the BSN program and one chair for the ASN program:
  - The BSN Chair must hold at minimum an RN and a Ph.D.
  - The ASN Chair must hold at minimum an RN and an MS.

This MOU shall become effective on August 1, 2016 and shall remain in effect, unless modified or cancelled by mutual written agreement of both parties.

**For the Federation of Teachers Local 4045:**



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Lorren Schlotfeldt, President

**For Montana University System:**



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Mr. Gregory D. Kegel, Chancellor



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Kevin McRae, Deputy Commissioner

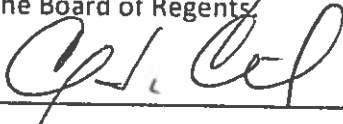
Communications and Human Resources



**Contract Signature Page**

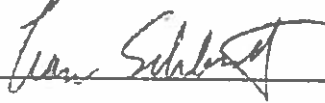
Dated this 27<sup>th</sup> day of December 2018.

For the Board of Regents:



Clayton Christian, Commissioner

For the Federation:



Lorren Schlotfeldt, President

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