

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MONTANA BOARD OF REGENTS OF HIGHER EDUCATION

AND

HELENA TEACHERS' UNION,

MFPE, NEA, AFT, AFL-CIO

JULY 1, 2025 THROUGH JUNE 30, 2027

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ARTICLE 1:

PREAMBLE

1.1 PREAMBLE

This agreement is entered into by the Board of Regents of Higher Education, hereinafter referred to as the employer, and Helena Teachers' Union, MFPE, NEA, AFT, AFL-CIO, hereinafter referred to as the union.

This agreement is negotiated in accordance with the public employees' collective bargaining act. A purpose of this agreement includes but is not limited to establishing terms and conditions of employment. The parties intend to engender an atmosphere conducive to the development of quality education under the governance of the Board of Regents and to develop an effective and harmonious relationship between the parties.

ARTICLE 2:

RECOGNITION

2.1 RECOGNITION

Recognition

The Board of Regents, hereinafter referred to as the employer, recognizes the Helena Teachers' Union, MFPE, NEA, AFT, AFL-CIO, hereinafter referred to as the union, as the sole and exclusive bargaining representative of all faculty in the bargaining unit. The union recognizes the Board of Regents as the statutory governing body of Helena College.

Bargaining Unit

The bargaining unit covered by this agreement shall include all instructional faculty members with a .5 FTE or greater appointment (nine (9) or more credits per semester) and who are employed for both terms of the academic year. Full-time instructional faculty with an alternative calendar shall also be included in the bargaining unit. Individuals appointed for a single semester are excluded from the bargaining unit. New employees hired into non-teaching positions shall be excluded from the bargaining unit. The bargaining unit status of a current teaching employee who transfers to an instructional related, non-teaching professional position shall be determined at the time of the transfer. The term "faculty member" as used in this agreement means a member of the bargaining unit.

ARTICLE 3:

MANAGEMENT RIGHTS

3.1 MANAGEMENT RIGHTS

The parties recognize that the employer retains all rights not specifically relinquished in writing by this contract, including but not limited to those denominated in 39-31-303 MCA.

3.2 MANAGEMENT EVALUATION OF FACULTY

The parties recognize that there may be a need to keep informal records of critical incidents and other performance related matters. It may also be appropriate to discuss performance problems or exemplary achievements of faculty members outside of the formal evaluation process. Nothing in this agreement may be construed to restrict such activities.

ARTICLE 4:

FACULTY RIGHTS AND WORKING CONDITIONS

4.1 SAFETY

The employer shall provide a place of employment which does not endanger the health and safety of any faculty member. Faculty members shall notify the employer of any safety or health hazards observed incident to employment. The employer shall investigate the matter and the parties shall cooperate in promoting and initiating appropriate remedial action. If faculty members are required to wear protective clothing or devices, and in the event that required protective clothing or devices become worn out, defective, unsafe or in need of replacement the faculty member will receive up to \$200 reimbursement, each year, toward the original purchase or replacement. A faculty member whose clothing is damaged during the course of instruction either in lab or lecture environments may submit the details of the incident to the Employer, and the Employer has the prerogative to decide what action, if any, is appropriate.

4.2 TRAVEL EXPENSES

Faculty members shall be furnished with a state car or be reimbursed for all authorized required travel in accordance with state statutes and policy. Where authorized travel is not required but is job related and beneficial for the faculty member and the employer, reimbursement at less than the statutory rate may be made provided an agreement to that effect is reached between the faculty member and employer prior to the authorized travel.

4.3 PAYROLL DEDUCTIONS

In addition to the salary deductions required by law, the following payroll deductions may be authorized in writing at no cost to the faculty member: group health insurance, U. S. savings bonds, approved tax sheltered annuities, approved credit unions, union dues, and other deductions approved by the employer.

4.4 ADMINISTRATIVE SUPPORT

Faculty members shall have access to available services in the areas of computer services, copying, record keeping, and other support services.

4.5 OFFICE SPACE

The employer recognizes the need for faculty members to have access to space for conducting student counseling or other sensitive situations in private. In those situations where such space is needed and the employee does not have an enclosed office, the employer agrees to provide appropriate accommodations.

4.6 PARKING

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

4.7 CLASS AND COURSE ASSIGNMENT

The instructional assignment of a faculty member should be made in his/her field of competence. There are common instructional components in each discipline that all faculty should be able to teach. Therefore, the need for change of assignment within his/her field for the purpose of providing better service and a higher quality program is acknowledged. Instructional assignments shall be based on a consideration of the needs of students (including the need to make the curriculum available throughout the day and evening), the continued necessity for revitalization and improvement of the instructional program, academic qualifications and expertise of the faculty and, where practical, faculty preference. Instructional assignments shall not be made arbitrarily, capriciously, or with the intent or effect of discriminating against any faculty member.

Faculty members will be given a minimum of five (5) working days prior notification of their tentative course assignments. Faculty members will be informed in writing of any changes to their tentative course assignments necessitated by student enrollment or other unforeseen events as soon as possible.

A faculty member shall not be required to teach both evening and early morning classes unless the faculty member concurs with this kind of assignment or it is necessary for the delivery of a program. If

the faculty member does not concur and is required to teach both evening and early morning classes, the employer must show it made a reasonable effort to consider the best interests of the employee and the best interests of the College. The union will be notified of all such assignments. An involuntary assignment of both evening and early morning classes shall not be extended beyond one semester without an effort by faculty union representatives and administration representatives to reach agreement on the scheduling need.

4.8 FULL-TIME FACULTY MEMBER PROFESSIONAL RESPONSIBILITIES

Full time faculty members, defined as 1.0 FTE, are hired for 30-32 credit hours per academic calendar contract period. The professional responsibilities of instructional faculty members may include but are not limited to the following: teaching, laboratory supervision, lab/shop/equipment maintenance, curriculum development, maintaining accessibility of course materials, assessment of dual credit offerings and review where applicable, professional development, departmental and institutional planning, committee activity and career and academic guidance where applicable, and comprehensive assessment to include student learning, course, program, and institutional assessment as appropriate and necessary. Maintaining accessibility of course materials is shared responsibility between instructors and the college.

As a teacher, every faculty member is responsible for effective instruction, including evaluation of students. All faculty members shall prepare a syllabus for each course they teach. A current copy of each syllabus will be filed with the designated administrative associate for each division or program. Aspects of effective instruction include teaching classes in accordance with official descriptions and meeting classes in accordance with published schedules at on-campus locations, off-campus locations germane to the subject matter, or at other locations approved by the appropriate Executive Academic Director or Academic Director or their designee. No classes may be taught off-campus or at unscheduled locations at any time by any faculty member without prior approval of appropriate Executive Academic Director or Academic Director or their designee.

Faculty members will provide pertinent guidance on their program of study and other academic matters. Faculty members will maintain a responsible, professional relationship with students. The faculty member will carefully ensure equal application of class standards and requirements. Each faculty member has obligations and responsibilities to assist in the proper administration of College affairs. Faculty members may be called upon to serve on committees or attend College functions.

As a scholar, the person is responsible to The College to engage in appropriate professional development activities. Creative or technical work in any field ranks equally with research and scholarly publications.

The above functions and responsibilities should not be thought of as mutually exclusive, but as overlapping and complementary.

The obligations of teaching faculty members for an academic year shall start four (4) days prior to the beginning of classes starting fall semester and shall extend until two (2) days after the completion of commencement ceremonies at the end of spring semester. Helena College will make every attempt to provide thirty (30) days' notice for such meetings during non-instructional portions of the academic year. It is acknowledged that the college has priority on the working time of full-time faculty members during the contract period. The regular work week is a 5-day work week, typically Monday through Friday, 8am-5pm, to conduct the business of the college; however, the days and times may vary depending on the needs of the academic program.

Whenever an academic calendar DOES NOT have the last day of classes on a Friday, the days between end of semester classes and commencement will be protected from institutional duties and left for faculty to fulfill end of semester professional responsibilities. During official breaks in the instructional schedule within an academic year, the needs of the College and the obligations of the faculty do not require faculty to be on campus unless there is a universally self-evident or unforeseen reason to convene. Legitimate "training" days are understood to be universally self-evident. It is the professional responsibility of all faculty to be fully prepared for the first day of instruction.

Faculty may be assigned an alternative calendar at the time of hire or may accept an alternative calendar by mutual agreement. The union shall be informed in writing within twenty (20) working days of any faculty member's alternative calendar. It is acknowledged that the college has priority on the working time of full-time teaching faculty members during the contract period.

4.9 EXPECTATION FOR ON – CAMPUS PARTICIPATION

Within some disciplines, instructional faculty may have the opportunity to teach all courses remotely; and therefore, do not need to come to campus for instructional purposes. It is understood that Helena College operates as a face-to-face campus of the Montana University System, and some business is conducted in person. If instructional faculty choose to live outside the area, they will be responsible for attending required face-to-face meetings and events. Travel costs are not covered by the College. All faculty responsibilities defined in 4.8 apply.

4.10 APPOINTMENT OF PART-TIME FACULTY

Part-time faculty members may be hired for less than an entire contract period, or may be hired to perform certain specific assignments. The extent of a part-time faculty member's assignments shall be communicated to part-time faculty members at the commencement of their employment period. The employment of two or more part-time faculty members which causes the displacement of a full-time

faculty member in the same instructional area is prohibited when the full-time faculty member is qualified and able to perform the responsibilities assigned the part-time faculty members and such responsibilities equate to a full-time assignment. Unless otherwise specified, part-time faculty members covered by this agreement will receive the benefits contained in this agreement on a pro rata basis.

4.11 LABOR/MANAGEMENT COMMITTEE

Joint labor-management committees may be established at the College for the purpose of discussing any matters of mutual concern and to improve communications between the employer and members of the bargaining unit. The committees shall consist of not more than three members appointed by the union and three members appointed by the employer. A note taker will be provided by the Employer and summary notes distributed.

The committees shall meet at a mutually agreeable time, place, and date within a reasonable length of time following the request of either party. Five working days prior to the agreed meeting date, each party shall provide the other with a list of items which it wishes to discuss; however, this requirement may be waived by mutual agreement. The committees may not amend this agreement nor may they be used to bypass the contractual grievance procedure.

4.12 COMMITTEES

The employer recognizes the value of faculty member input in decisions regarding academic and other matters, such as, but not limited to: program evaluation, curriculum, faculty member development, professional standards and qualifications, calendar, the selection of employees, workplace safety, strategic planning, and employee wellness. Committee participation is an important aspect of faculty responsibly, and as such annual participation in institutional committees is required.

4.13 FACULTY MEMBER VISITATIONS AND EXCHANGE

Business and industrial training programs and employee exchanges provide a means of sharing ideas, broadening experiences, and updating skills and knowledge. The employer shall encourage participation in such programs and exchanges within available financial resources. Participation in faculty member visitations and exchanges shall be mutually agreed upon by the employer and faculty member. Faculty member requests for participation in training programs or faculty member exchanges shall be considered on a case-by-case basis. The costs, salary, and benefits to be paid shall be agreed upon in writing by the employer and faculty member prior to the commencement of the training, visitations or exchange. Faculty members on such a program will continue to be employees of the Board of Regents, shall continue to accrue seniority, and shall not lose any previously accrued rights or benefits during the visitation or exchange. No leave benefits shall accrue unless the exchange is to another position within the university system. Faculty member visitations and exchanges will include but are not limited to:

- a. exchanges between faculty members covered by this agreement;
- b. private industry visitations or exchanges;
- c. exchanges or visitations at another unit of the university system;
- d. exchanges or visitations outside the state or country; or
- e. training programs.

4.14 FEE WAIVERS

Any permanent faculty member who works at least three-quarter time (.75 FTE) shall be entitled to a waiver of fees in accordance with Board of Regents policy. The number of courses a faculty member may take may be limited and access to courses shall be on a space available basis.

4.15 ACADEMIC FREEDOM

The parties to this agreement acknowledge that academic freedom is important to the fulfillment of the purposes of the Montana University System and Helena College. The welfare and strength of The College and of society at large depends upon the free search for truth and its free expression. To this end The College shall recognize and protect full freedom of inquiry, teaching, research, discussion, study, publication, and, for artists, the creation and exhibition of works of art, without hindrance, restriction, equivocation, and/or reprisal. This right extends to other facets of campus life to include the right of a faculty member to speak on general educational questions or about the administration and operation of The University of Montana, Helena College, and the Montana University System. The right of academic freedom shall be the right of every faculty member whether tenured or untenured.

This agreement recognizes that each faculty member is also a citizen and a member of a learned profession, as well as an employee of an educational institution. When the faculty member speaks or writes as a citizen, the faculty member shall be free from institutional censorship or discipline. When acting as a private citizen, in writing, speech, or actions, the faculty member has an obligation to make it clear that the action, speech, or writing is as an individual and not as a representative of The University of Montana, Helena College, or the Montana University System.

4.16 FACULTY SENATE

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

4.17 PERSONNEL FILES

The employer shall maintain one official personnel file for each faculty member. All permanent personnel records relating to an individual faculty member, excluding payroll and grievance records, shall be kept in this file.

Faculty members have the right to answer or qualify any evaluation, report, or material filed, and such responses will be attached to the related material in the file. Faculty members shall be permitted to have included in their file material they feel is pertinent to their professional career, performance, and personal qualifications. Faculty members shall be afforded the opportunity to view any document that is to be placed in their personnel file. Any document contained in the faculty member's personnel file which the faculty member has not been afforded an opportunity to view, shall not be used as evidence in any disciplinary or discharge proceeding. The employer must have the faculty member initial or sign a document, include a statement that the faculty member has refused to initial or sign the document or provide other evidence that the faculty member had the opportunity to view the document contained in the personnel file.

Faculty members shall have the right to request removal of documents from their personnel file. Documents may be removed from the file with the mutual consent of the faculty member and the Dean/CEO.

ARTICLE 5:

UNION ACTIVITIES

5.1 RIGHT TO ORGANIZE

The employer recognizes that all faculty members have the right to freely organize, join and support the union and its affiliates for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection in accordance with 39-31-301, MCA, except as provided for in this agreement. The employer further agrees that it will not discriminate against any faculty member for exercising any right granted by the Public Employees Bargaining Act or this agreement.

5.2 MEETINGS

Regular meetings of union membership may be held on College premises. Rooms shall be made available to the union provided previous arrangements with appropriate personnel have been made with regard to reserving space.

5.3 BULLETIN BOARDS

Upon request of the local union representative, the employer shall assign space for at least one approved bulletin board per building at each College for the sole use of the union to post official union business and announcements.

5.4 INFORMATION DISTRIBUTION

The union shall have the right to use the employer-owned distribution boxes, voice mail or electronic mail for the purposes of communicating with faculty members regarding union activities.

5.5 INFORMATION AND DATA

Upon request of the union, the employer agrees to furnish the union with the following information: budgets for the Board of Regents; budgets for the College; public information used in the preparation of budgets as provided by law such as salaries; minutes of meetings of the Board; policies of the Board of Regents which apply to faculty members. Voluminous information shall be made available for inspection or will be provided at reproduction cost.

5.6 ANNOUNCEMENTS

The union shall be provided time at faculty member meetings to make brief reports and announcements, provided the union has given a timely request to the Dean/CEO or designee.

5.7 ADDRESSING THE BOARD

Officers of the union shall have the right to address the Board of Regents on relevant topics provided the union has given a timely request to the Regents.

5.8 RESPONSIBILITIES OF UNION PRESIDENT

The president of the union shall be allowed to perform duties related to the union which cannot be properly performed other than during normal instruction hours or which are a result of an emergency situation, provided acceptable arrangements can be made so that such duties do not interfere with the president's instructional and other assigned responsibilities.

5.9 LEAVE OF ABSENCE FOR UNION BUSINESS

Any elected or appointed officer of the union shall, upon request and approval of the employer, be granted a leave of absence without pay to attend to union business, or the leave can be granted with pay if the union agrees to pay the cost of the substitute.

5.10 UNION VISITS

Union representatives who are not employees of the College shall notify the Dean/CEO prior to visiting the College and may not disrupt the work activities of the faculty members.

5.11 INDEMNIFICATION

The union will indemnify and hold the employer harmless against any and all expenses and liability which may arise as a result of the operation of this article.

5.12 DUES CHECKOFF

The employer shall, without charge, deduct union dues from the salary of each faculty member who authorizes such deductions in writing in accordance with 39-31-203, MCA. The aggregate deductions shall be remitted together with an itemized statement to the appropriate union officer. The employer shall deliver the dues monies to the appropriate officer of the union. Within thirty (30) days from the effective date of this agreement, the union shall notify the employer of the name and mailing address of the appropriate officer who is to receive dues monies.

ARTICLE 6:

LEAVES OF ABSENCE

A full day of leave is considered to be 6 (six) hours. This is determined by evaluating the total number of contracted hours over the course of the year for faculty members. It does not imply that the standard workday is limited to 6 (six) hours.

6.1 SICK LEAVE

A. Definition

Sick leave may be used for the necessary absence from duty caused when a faculty member has suffered illness, injury, pregnancy related illness or disability, exposure to contagious disease which requires quarantine, or the necessary absence to receive a medical or dental examination or treatment.

B. Accumulation

Faculty members shall accrue sick leave at a rate of one day per each month of employment. Part-time faculty members shall be entitled to prorated sick leave based on the number of days and portion of days worked. Unused sick leave days shall accumulate without limitations.

C. Lump-Sum Payment on Termination

Upon termination, a faculty member is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The computation shall be based on the

faculty member's salary for the last year of employment. Faculty members who are laid off shall have the option of receiving payment for unused sick leave at the time of layoff, maintaining sick leave balances for use upon recall, or receiving payment at the end of the recall period if recall does not occur.

D. Physician's Statement

A physician's certificate may be required where questions of abuse of sick leave exist, to substantiate the need for sick leave usage in the case of a lengthy illness or to verify a faculty member's fitness for work.

E. Abuse of Sick Leave

Abuse of sick leave for unauthorized purposes is cause for disciplinary action as provided under the provisions of 2-18-618 MCA.

F. Sick Leave Donations

A faculty member may donate not less than one half (1/2) day nor more than two (2) days of sick leave to another faculty member who has exhausted his/her sick leave due to a serious personal illness. Subject to budget limitations, a maximum of forty -five (45) days of sick leave may be donated to any one employee during an academic year. The parties will work cooperatively to provide affordable coverage of the absent employee's responsibilities.

6.2 BEREAVEMENT/CRITICAL FAMILY ILLNESS LEAVE

Sick leave may be used by faculty members to attend to a critical illness or death in the faculty member's immediate family.

1. Critical illness means illness which the attending physician considers sufficiently serious to require the faculty member's presence at the bedside and shall include attendance at a spouse's child birth.

2. Immediate Family Definition

Immediate family includes the faculty member's spouse and any member of the household, or any parent, child, grandparent, grandchild, sibling or corresponding in-law or at the employer's discretion, another person.

6.3 PERSONAL LEAVE

Up to three (3) days (18 hours) per year of personal leave will be granted each full-time faculty member without loss of pay. Part-time faculty members shall be entitled to pro rata personal leave based on the number of days and portion of days worked. The faculty member should request personal leave at least

five (5) days prior to the leave date, where possible. The faculty member requesting personal leave shall submit a suggested plan, subject to approval of the employer, for covering missed classes.

A faculty member with unused personal leave at the end of an academic year may request that the unused personal leave be substituted in place of any sick leave the faculty member may have taken during the same academic year.

The employer has the right to impose limits on the number of faculty member who will be allowed to use personal leave on any one day and to designate certain days during which no personal leave usage may be authorized. Personal leave days are not cumulative from year to year.

6.4 JURY AND WITNESS LEAVE

A faculty member who is under a proper summons as a juror or subpoenaed to serve as a witness shall, in accordance with 2-18-619, MCA, collect all fees payable as a result of the service and forward the fees to the appropriate accounting office. However a faculty member shall not be required to remit to the employer any expense or mileage allowance paid to him/her by the court. Such fees shall be applied against the amount due the faculty member from the employer. However, if a faculty member elects to charge the time off against leave without pay, the faculty member shall not be required to remit fees to the employer.

6.5 PUBLIC SERVICE LEAVE

A faculty member who is elected or appointed to public office shall be entitled to a leave of absence without pay not to exceed 180 days per year in accordance with 2-18-620, MCA.

6.6 PROFESSIONAL LEAVE WITH PAY

Faculty members may be granted leave with pay at the discretion of the employer for the following purposes: attendance at professional meetings, workshops, conferences or seminars, inter-school visiting or other activities deemed appropriate. Requests for such leave shall be made in writing at least ten (10) days in advance of the date of the leave.

Reimbursement for travel while on professional leave with pay shall be made in accordance with Section 4.2 of this agreement.

6.7 MILITARY LEAVE

Military leave shall be granted to eligible faculty members in accordance with 10-1-604, MCA. Faculty members shall, where possible, endeavor to schedule required training at a time which does not conflict with their job responsibilities.

6.8 MATERNITY LEAVE

Faculty members shall be granted maternity leave in accordance with 49-2-310, MCA.

6.9 EDUCATIONAL AND PROFESSIONAL IMPROVEMENT LEAVE WITHOUT PAY

Faculty members who have completed two (2) years of service with the employer shall be eligible to apply for a leave without pay for the purpose of advanced education or vocational related preparation, related work in another institution or private business organization, or for other activities which will improve the employee's professional expertise.

Written requests for educational and professional improvement leave shall be submitted to the Dean/CEO and shall include the reason for the requested leave. If the Dean/CEO approves the leave request, it shall be forwarded to the President or designee and the Board of Regents for final approval. The length of the leave period shall be agreed upon prior to the commencement of the leave and shall normally not exceed one year. Faculty members on educational and professional improvement leave shall be permitted to participate in the group health insurance plan at their own expense.

6.10 UNPAID LEAVE

At the discretion of the Dean/CEO and with the approval of the President or designee, employees may be granted unpaid leave of absence for good and sufficient reasons.

6.11 PARENTAL AND FAMILY LEAVE

Parental leave shall be granted in accordance with state law. Family leave shall be granted in accordance with federal law. Faculty members may request an unpaid leave of absence for infant care and bonding purposes.

ARTICLE 7:

FACULTY MEMBER EVALUATIONS

7.1 FACULTY MEMBER EVALUATIONS

The quality of faculty at the College should be maintained through a program of continuing faculty evaluation and a supporting program of faculty development. Instruction and learning are central to the mission of the College. The review process should be vigorous with the expectation that the faculty member shows increasing effectiveness in teaching or consistent effectiveness in cases of individuals where teaching is fully satisfactory from the start.

Faculty member evaluation procedures are recognized to be a cooperative effort between the faculty member and his/her supervisor with the purpose of achieving excellence in the area of effective and purposeful instruction and job performance.

Professional development plan consultation will occur during the evaluation conference.

If substantive changes to the evaluation instrument or process are contemplated, an ad hoc committee shall be established to make recommendations for change to the Dean/CEO or designee. Such committee shall be composed of an equal number of faculty members appointed by the union and employer representatives appointed by the Dean/CEO.

Formal evaluations result in a written document, which is placed in a faculty member's official personnel file.

1. Formal evaluations may include components such as self-evaluation, supervisory evaluation, and student evaluations which are used to provide faculty with a basis for maintaining the quality of the courses and enhancing teaching effectiveness. Peer evaluation shall be permitted and encouraged but are not mandatory.
2. Faculty assessment will be conducted by the appropriate Executive Academic Director or Academic Director or their designee. on an annual basis for non-tenured faculty except during the final year of employment and once every three (3) years for tenured faculty. Faculty or administration may request an additional evaluation for purposes of consideration for merit, tenure, and promotion.
3. Effective classroom teaching must be a criterion in every faculty evaluation. Effective teaching encompasses both mastery of appropriate bodies of knowledge and communication of that knowledge to students.
4. Contribution to the growth and development of the College and to the public in terms of the College's mission of public service is also a criterion in faculty evaluation. Demonstration of contribution to the growth and development of the College and to the public in terms of the College's mission may include but are not limited to contributions to instructional programs, student advising, or service on College committees, co-curricular and extracurricular programs.

Conditions of Faculty Member Evaluations:

1. Evaluations shall be conducted fairly and in a manner in which faculty members are fully aware of the process and tools to be used.

2. Faculty members shall be notified at least five working days prior to commencement of the formal evaluation process.
3. Each faculty member shall be given a copy of his/her formal evaluation by the beginning of the next semester. In cases where a faculty member's evaluation will note unsatisfactory job performance, the employer will provide the evaluation to the faculty member with written suggestions for improvement within four to six weeks of the completion of the evaluation discussion.
4. Faculty members shall have the right to respond in writing to their formal evaluations. The response shall be attached to the evaluation included in the personnel file. The faculty member response shall also be forwarded to the administrators receiving the evaluation or report.
5. In the case of an unsatisfactory evaluation, or upon request of the faculty member, a conference between the faculty member and the Dean/CEO and evaluator shall be initiated to discuss the evaluation.
6. Supervisors shall assist employees in their development and provide suggestions for improvement for areas considered to be in need of improvement.

Faculty members shall have the right to ask for a review by a higher-level supervisor of any evaluation that they feel contains inaccurate or misleading information.

ARTICLE 8:

GRIEVANCE PROCEDURE AND ARBITRATION

8.1 GRIEVANCE PROCEDURE

The purpose of this article is to set forth prompt and efficient procedures for the resolution of all grievances. The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance. The parties encourage the informal resolution of grievances whenever possible.

8.2 GRIEVANCE DEFINITIONS

A grievance shall mean an alleged violation, misinterpretation, or misapplication of the provisions of this agreement or of an applicable written policy of the Board of Regents.

A grievant is a faculty member or the union filing a grievance.

8.3 TIME LIMITS

Reference to days shall refer to working days. A work day includes all week days not designated as a state holiday. When computing the time periods prescribed herein, the date of the act, event, or default shall not be included. The failure of an administrator at any level to communicate a decision to the faculty member and the union within the proper time limits shall permit the faculty member to proceed to the next step of the grievance procedure. Upon the failure of the grievant and the union 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. The filing or service of grievance notices or documents shall be timely if they are personally served or if they bear a postmark of the United States Postal Service within the time period. The time limitations prescribed at each step of the grievance procedure may be extended with the mutual agreement of the parties.

8.4 REPRESENTATION

A faculty member shall have the right to be represented at all stages of the grievance procedure by a representative of the union. When hearings and conferences are held during class or working hours, a faculty member whose presence is required shall be excused for that purpose without loss of pay. Grievance meetings shall be private unless otherwise agreed to by the faculty member, the union, and the employer. Grievance meetings will be held at a time and place which will afford a fair and reasonable opportunity for the faculty member, employer and union representatives to attend.

8.5 RECORDS

All grievance documents and records dealing with the processing of a grievance will be filed separately from the personnel files of participants.

8.6 REPRISAL

No reprisals of any kind will be taken by the employer or administrators against any faculty member nor will the union or any faculty member take reprisal action against any administrator because of participation in this grievance procedure.

8.7 INFORMATION

At all steps of the grievance procedure, the grievant shall have the right to request the faculty member to produce the relevant records relating specifically to the particular grievance in question. Neither the employer nor the union may rely on any evidence in arbitration which was requested by either party and not provided.

8.8 PROCEDURES FOR FILING GRIEVANCES

All grievances must be filed within twenty-five (25) days after the occurrence of the incident which initiated the grievance, or within twenty-five (25) days after the faculty member should have reasonably known of the circumstances which gave rise to the grievance. The grievance shall state the name of the grievant, nature of the grievance, dates the alleged grievance occurred, the contract provisions affected, and the relief sought. The grievant shall also date and sign the grievance. All grievances shall be presented in accordance with the grievance procedure set forth below.

Step 1: After formal review by the Union, any faculty member may file a formal written grievance with the Dean/CEO who shall conduct a meeting with the faculty member to discuss resolution of the grievance within ten (10) days following receipt of the grievance. The Dean/CEO shall issue a written decision to the faculty member and the union within ten (10) days following the conclusion of this meeting.

Step 2: If the grievance is not resolved at Step 1, the grievance may be filed with the University of Montana President or designee within ten (10) days from receipt of the Step 1 response. A faculty member filing a grievance must also file a copy of the grievance with the union. The President or designee shall issue a written decision to the employee and the union within fifteen (15) days following receipt of the grievance.

Step 3: If the faculty member is not satisfied with resolution of the grievance at Step 2, the faculty member shall have ten (10) days to appeal the President's decision to the Commissioner of Higher Education. The appeal shall be in writing and shall include copies of all materials submitted or received at Step 2. The Commissioner of Higher Education or designee shall have fifteen (15) days after receiving the grievance in which to issue a decision in writing to the employee and the union.

8.9 ARBITRATION

Step 4: In the event the parties are unable to resolve a grievance, the grievance may be submitted to arbitration at the discretion of the union provided a notice of appeal is filed with the Commissioner of Higher Education within fifteen (15) days of receipt of the decision at Step 3. Request for arbitration must be signed by the faculty member and union president or designee.

8.10 SELECTION OF AN ARBITRATOR

If the union and the employer cannot agree upon an acceptable arbitrator, they shall forward a joint written request to the Federal Mediation and Conciliation Service to provide a list of names of seven (7) arbitrators. However, the employer and the union may stipulate to using an arbitrator supplied by the Board of Personnel Appeals, AAA or another mutually agreeable source. Each party shall alternately strike names from the list until only one (1) name remains. The remaining person shall be designated

the arbitrator. A coin toss shall be used to determine which party shall strike the first name from the list. The party losing the coin toss shall strike the first name.

8.11 EFFECT OF DECISION

The decision or award of the arbitrator shall be final and binding upon the employer, the union, and the faculty member. The arbitrator shall not add to, delete from or amend the terms of this agreement.

8.12 FEES AND EXPENSES

The fees and expenses of the arbitrator shall be divided equally between the employer and the union. Each party shall bear the cost of preparing and presenting its own case. If either party orders a transcript it shall allow the other party to copy the transcript by paying half the cost of the transcript plus copying costs. Neither party shall be required to pay the cost of a stenographic record without its consent, provided that failure to do so shall be deemed as a waiver of the party's right of access to the record.

8.13 CONDUCT OF THE HEARING

In the event the parties agree to stipulate to all relevant facts concerning a grievance, they may submit the grievance to the arbitrator in writing and the formal hearing may be waived. The arbitration hearing shall be held in the city in which the faculty member is employed, unless an alternative location is agreed upon by the parties. The hearing shall be scheduled at a time and date agreeable to the union, the employer, and the arbitrator. The arbitrator is encouraged to issue a decision within thirty (30) days of the close of the hearing or submission of briefs or as soon thereafter as practical. Unless otherwise agreed to, the arbitrator's decision shall be in writing and shall include the rationale for the decision.

ARTICLE 9:

TENURE, SENIORITY, AND LAYOFF

9.1 TENURE

Tenure is the right to annual renewal of employment from academic year to academic year except in cases of termination for cause or layoff. Tenure is with Helena College and is not with the Board of Regents or any entity other than the College.

Tenure is awarded by the Board of Regents, following peer and administrative review and recommendation by the Dean/CEO in accordance with procedures established by the College.

Tenure will not be awarded without appropriate review and recommendation by peers and supervisors. Tenure is awarded for quality of current professional performance and promise for future performance, not merely for completing a certain length of service. It is equally incumbent on the faculty member and the administration to ensure that a tenure review occurs at the proper time. In no event shall the failure to give any notice constitute an award of continuous tenure by default.

A. Eligibility and Timeline

A probationary faculty member is eligible to make application for tenure after the faculty member has accumulated four years of full-time probationary service. Three years of service as a full-time probationary faculty member at Helena College is required before making an award of tenure. Time spent on authorized leave of absence will not count towards eligibility for tenure. The tenure review is conducted in the fifth or sixth year of credited employment. If the tenure application is approved, tenure is awarded beginning the next academic year after the tenure is approved. Additionally, a probationary faculty member may voluntarily withdraw their tenure application during their fifth year of creditable employment and reapply the following year without penalty.

Eligible faculty will have two years, their fifth (5th) and sixth (6th) year of full-time probationary service, to submit their portfolio application. Each year by November 1 Dean/CEO will notify faculty the tenure application process is beginning. By November 15 eligible faculty must notify Dean/CEO of their intent to apply for tenure. The tenure portfolio must be submitted no later than January 15. The Dean/CEO will receive recommendation(s) from the committee by March 15 and will forward recommendations to the Board of Regents by April 1. Tenure will be granted for the ensuing academic year after the application has been accepted and tenure awarded.

Applications for tenure will not be accepted after the sixth year of service, and a terminal contract for the seventh year will be issued to the faculty. A terminal contract for the following year in which the application was made will be issued to faculty whose application for tenure is denied. The College reserves the right to issue notice of non-renewal to faculty on January 15, if eligible faculty fails to give notice of their intent to apply for tenure by November 15 of their sixth year.

Each year of prior full-time service at Helena College or in a tenure-track position at another accredited two or four-year institution of higher education may be granted toward eligibility for tenure by agreement among the faculty member and the Dean/CEO. Probationary credit for prior service must be agreed to in writing between the faculty member and Dean/CEO prior to initial appointment. If the employer fails to inform an eligible faculty member of the possibility of receiving credit toward tenure prior to the time of hire into a tenure-track position, the faculty member shall have 30 calendar days from the first day of employment to request credit toward tenure.

Just cause will be the standard for the termination of tenured faculty members except in the case of layoff.

A full-time faculty member who is tenured and is reduced to part-time status but remains in the bargaining unit shall retain tenure at the reduced level.

Faculty members who were granted tenure prior to the effective date of this agreement shall retain their tenure status until resignation, retirement, layoff or termination for cause.

Tenure Process Timeline

- September: By September 15th, the faculty committee members are appointed.
- November: Dean/CEO notifies faculty of the start of the Tenure Process by November 1st. Faculty members notify the Dean/CEO of intent to promote no later than November 15th. November 30, Administration will choose the Academic leadership members for committees, to ensure supervisors do not serve as committee members.
- January: January 15th: Faculty members submit their tenure portfolio.
- February: Before February 15th, Tenure Committee convenes to begin review of portfolios.
- March: By March 1st, applicants must be informed if their portfolio needs adjustment pursuant to 9.1.B. The Dean/CEO will receive recommendation(s) from the committee by March 15. The applicants will receive anonymized feedback from the committee by March 15th.
- April: April 1st: The Dean/CEO will forward recommendations to the University of Montana. Notice of action is sent to faculty member.
- Upon UM approval the Staff CHE item will be submitted to OCHE by the May BoR meeting deadline.

B. Committee for tenure application:

The Tenure Committee is chaired by a nonvoting Executive Academic Director and comprised of voting members as follows: one Academic Director determined by management, two (2) tenured faculty selected by Faculty Senate, and two (2) tenured faculty selected by the Union.

At least one faculty member from each campus must be appointed and present. Faculty committee members will be appointed by September 15.

Members of the committee shall recognize and accept that all information reviewed and discussed during tenure review process is considered confidential.

The College and the Union recognize that this is a collaborative process and when necessary any communication between the committee and the tenure applicants will take place in writing with specific timelines. This may include requesting information for further clarification or to strengthen the tenure application. This may also include a recommendation from the committee to tenure

applicant to withdraw the application to avoid being denied tenure. This provision is only applicable to fifth year applicants, and at the discretion of the committee.

The committee will provide written and signed recommendations by the entire committee to the Dean/CEO according to the designated timeline. The Dean/CEO may ask for further information from the committee through its chair. All requests will be made in writing.

C. Tenure Portfolio Requirements:

- 1) Documented evidence of relevant faculty evaluation criteria as identified in Article 10.3 Sections D I, II, III, and IV
- 2) Statement regarding teaching philosophy
- 3) Statement regarding future goals and applicable professional aspirations

Statement concerning how the faculty member will continue to provide well rounded professional work/service that advances the mission of Helena College, beyond the normal scope of faculty responsibility. This ongoing and active service can encompass many activities and will look different in different departments. Examples of evidence include:

- Organize, host, or participate in a career-development related event for current students
- Advertise career-related (pathway) advising appointments (individual or group)
- Represent specific discipline or program area (pathway) at a prospective student event
- Act as faculty advisor to a club
- Assist students in search of and oversight of internships or other work-based learning opportunities
- Provide opportunities for and supervise students conducting undergraduate research
- Aid students considering transferring/continuing with education in specific field or pathway
- Participate either individually or collaboratively in the implementation of career and academic pathways.
- Service on institutional or ad-hoc committees or sub-committees with the expectation of ongoing and active participation throughout the academic year.

9.2 PROBATIONARY APPOINTMENTS

Prior to achieving tenure, faculty members in positions not identified as temporary with full time academic year teaching contracts are denominated as probationary faculty members. Probationary faculty members have the right to serve to the end of the contract period but not beyond unless terminated for cause during the term of the contract. Unless an individual contract expressly provides to the contrary, the contract period for all faculty members shall be the academic year. Regardless of the term of any individual contract, no such person has, or shall acquire, a right to reappointment for a period in excess of the academic year.

The employer may terminate probationary faculty members with six (6) or fewer years by giving written notice of termination by January 15th. No reasons for the termination of probationary faculty members at the end of the contract period need be provided. The employer shall have the option of providing employment or severance pay in lieu of any portion or all of the notice to which the faculty member is entitled, so long as the extension of employment or severance pay is commensurate with the notice to which the faculty member is otherwise entitled.

9.3 TEMPORARY APPOINTMENTS

A faculty member with a temporary appointment is not eligible for tenure. However, full-time service in a temporary position will either be credited toward tenure in accordance with section 9.1 if the temporary faculty member is subsequently hired into a tenure track position or the faculty member shall be informed in writing at the time of offer that their time in a temporary position will not count towards tenure. Appointments to temporary positions lapse at the end of the academic year or the term specified in the letter of appointment, whichever occurs first, unless terminated for cause during the academic year. The notice requirements for probationary faculty members do not apply to temporary appointments.

9.4 SENIORITY

Seniority is determined by the number of years of continuous teaching service with a College. For persons employed by the College on July 1, 1989, who were employed by a predecessor school district for academic year 1988-89, continuous teaching service with the predecessor district shall count toward seniority. No service less than half time shall count for seniority purposes. Service between half time and full time shall be prorated.

Faculty members who are appointed on an acting basis to an administrative position not in the bargaining unit shall continue to accrue bargaining unit seniority for up to one year while serving in the acting capacity. Faculty members do not accrue additional seniority when acting appointments exceed one year but shall retain all previously earned seniority. A faculty member who accepts a permanent administrative position does not accrue seniority while in the administrative position. If such an employee later applies for and is hired into a bargaining unit position without a break in service, the employee's prior seniority shall be reinstated.

The employer shall prepare and post a seniority list no later than November 1 of each year. A faculty member shall have 30 calendar days to object to his or her seniority as indicated on the list. An objection shall be made by written notice to the Dean/CEO.

9.5 LAYOFF

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

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

Each tenured faculty member laid off shall be informed in writing by September 30 of the final academic year of employment. For two (2) academic years from the date of layoff a tenured faculty member retains the following rights:

- A. The position of the laid-off faculty member shall not be filled unless the laid-off faculty member has been offered reinstatement in his previous tenure and seniority. The faculty member shall have thirty (30) days in which to accept or decline. If the offer is declined, any further rights under this section are extinguished.
- B. If the laid-off faculty member applies for an open position within the bargaining unit at Helena College, and the position is subsequently filled by the employer, the laid-off faculty member shall be hired into the position provided the laid-off employee's qualifications for the job in question are substantially equal or above those of other applicants. If hired pursuant to this subsection the previously laid-off faculty member shall retain tenure unless the President or designee and the faculty member agree to the contrary in writing and shall retain previously accumulated seniority. Any salary shall be prorated for less than full-time employment. Once a comparable offer of employment is made to a previously laid-off faculty member, all further rights under this subsection are extinguished.

ARTICLE 10:

COMPENSATION

10.1 SALARIES FOR FACULTY

Salary Factors for 2025-2026

The following factors and methodology will be used to determine faculty member salaries for the period from July 1, 2025 until June 30, 2027.

The normal salary increase paid to all full-time equivalent faculty for the 2025-2026 academic year shall be increased by an annualized amount of \$1,560 (1.0 FTE faculty on an academic year contract) or 2.5%, whichever is greater, added to the base salary effective the first day of the pay period that includes July 1, 2025. New hires will not be eligible for the normal increase in the year their employment becomes effective.

The normal salary increase paid to all full-time equivalent faculty for the 2026-2027 academic year shall be increased by an annualized amount of \$1,560 (1.0 FTE faculty on an academic year contract) or 2.5%, added to the base salary effective the first day of the pay period that includes July 1, 2026. New hires will not be eligible for the normal increase in the year their employment becomes effective.

10.2 NEW FACULTY SALARIES

A. New Faculty Salary Factors for 2025-2026 and 2026-2027:

The following factors and methodology will be used to determine new faculty member salaries for the period from July 1, 2025, until June 30, 2027. New faculty members will have their education and employment records available at the time of hire for determination of the various salary factors listed in section 10.2.C. Final determination will be agreed upon by the Dean/CEO or designee and then concurred in writing by the newly hired faculty members.

B. Minimum salaries for new faculty hired between:

The following factors and methodology will be used to determine new faculty member salaries for the period from 2025, until June 30, 2027. New faculty members will have their education and employment records available at the time of hire for determination of the various salary factors listed in section 10.2.C. Final determination will be agreed upon by the Dean/CEO or designee and then concurred in writing by the newly hired faculty members.

	<u>25-26</u>	<u>26-27</u>
Level I	\$43,864	\$44,961
Level II	\$48,982	\$50,207
Level III	\$55,825	\$57,221

C. Level Definition for new faculty.

Level I: an Associate's degree or five (5) years full-time occupational experience.

Level II: Bachelor's degree or ten (10) years full-time occupational experience.

Level III: Master's or terminal degree or ten (10) years full-time related experience plus five (5) years full-time management experience.

Part-time experience shall be recognized on a pro rata basis. For example, a faculty member who teaches half time for ten (10) years will be credited with five (5) years of full-time teaching experience.

- D. In addition to the above specified minimum salary, newly hired faculty members will receive \$275 for each year of full-time teaching or related occupational experience not used to determine initial placement, up to a maximum of ten (10) years.
- E. Faculty members with an appropriate doctoral degree shall receive an additional \$1,500 in base salary.
- F. The employer may at its discretion pay newly hired faculty members a recruitment adjustment stipend of up to \$10,000 in additional compensation when external market pressures make recruitment of qualified faculty in that discipline extraordinarily difficult. Faculty members receiving a recruitment adjustment stipend will be eligible for base increases, experience increases, and promotion and minimum increases on the formula driven salary which are negotiated in subsequent years. Recruitment adjustment stipends will be subtracted out of the formula driven salary when calculating salary increases and promotions and then added back into the faculty member's salary. In no case will the academic year salary of a faculty member who has been given a recruitment adjustment stipend be reduced. In addition, the employer will notify the Helena Teachers' Union, in writing, within twenty (20) working days of the granting of this stipend.

10.3 PROMOTION FOR CURRENT FACULTY

General

Notwithstanding any of the factors outlined herein, no faculty member will receive a lower full-time academic year salary in one academic year than was received in the previous academic year.

The following criteria are effective in the 2013-2014 academic year and thereafter: Promotion to the next level requires a minimum of four (4) years in the current level and demonstration of meaningful contribution to effective performance in faculty member responsibility as outlined in section 4.8.

Additionally, review and acceptance of an individualized professional development plan, to be

completed during faculty evaluation, which has been reviewed and approved by Division Chair and Associate Dean of Academics, is necessary.

Promotion to a higher level requires application by the faculty member and documentation of positive contributions to the College as outlined in section 10.3.D. In all applications for promotion, instructional effectiveness, professional development, and contributions to profession/community are all important and essential. Meeting threshold education and experience requirements is not sufficient in itself to warrant promotion.

Faculty may submit an application for promotion during the year in which they meet the eligibility criteria. If four (4) years of experience are required, the application may be made during the fourth (4th) year.

A. The Promotion Committee

The Promotion Committee is chaired by a nonvoting Executive Academic Director and comprised of voting members as follows: one Academic Director determined by management, two (2) faculty selected by Faculty Senate, and two (2) faculty selected by the Union who have themselves successfully promoted.

The committee is comprised of two (2) faculty selected by Faculty Senate and two (2) faculty selected by the Union who have themselves successfully promoted.

B. Professional Development

Professional development activities include experiences that advance a faculty member's professional skills, knowledge, and abilities (educational and occupational). Additionally, these experiences maintain a faculty member's currency with technology and practices in education and/or the occupation(s) for which they prepare/educate students for employment or further education.

If disagreement occurs between Division Director and faculty member regarding the professional development plan, the matter moves to the Executive Director of General Education & Transfer, the Career Technical Education & Dual Enrollment, or the Director of Nursing for resolution. If no resolution is agreed upon at that step, the matter moves to a committee comprised of two tenured faculty selected by the Union and the two other Division Directors. The committee's decision is final.

C. Summary of Promotion Process

Promotion is defined as "the advancement from one salary-based level to another." Three promotion levels – II and III and IV – are defined within the Collective Bargaining Agreement at section 10.2. Individuals become eligible for promotion as specified in 10.3. A. Progression from one Level to another is not guaranteed and is in no way automatic.

Promotion Process Timeline

- September: By September 15th, the faculty committee members are appointed, two members appointed by Faculty Senate, and two Faculty members appointed by the Helena Teachers Union who have themselves successfully promoted.
- November: Dean/CEO notifies faculty of the start of the Promotion Process by November 1st. Faculty members notify the Dean/CEO of intent to promote no later than November 15th.
- November 30, Administration will choose the Academic leadership members for committees, to ensure supervisors do not serve as committee members. Executive Director of General Education or Executive Director of Career, Technical Education, and Dual Enrollment, or Director of Nursing.
- January 15th: Faculty members submit a promotion portfolio to Dean/CEO.
- February: Before February 15th, Promotion Committee convenes to begin review of portfolios.
- March: By March 1st, applicants must be informed if their portfolio needs adjustment pursuant to 10.3.
- March 15th Recommendation is sent from Promotion Committee Chair to Dean/CEO with recommended action. The applicant will receive anonymized feedback from the committee.
- April 6th: Dean/CEO acts on the recommendation and, if concurs, forwards recommendation to UM President or Commissioner of Higher Education. Notice of action is sent to faculty member.
- May: Notice of action is sent to the faculty member.
- By July 1st: Recommendation is reviewed and acted on by the Commissioner of Higher Education. Notice of action is sent to faculty member.

D. Promotion Portfolio.

The purpose for the portfolio is to provide a means for organizing and documenting the faculty member's contributions to the teaching profession and to the institution. The complete portfolio application must be submitted to the chair of the promotion committee no later than the 15th of January. In general, individuals will document their work in the three areas: instructional effectiveness, professional development, and contributions to profession/community.

Documentation should cover the period of time since hire or the last promotion. Documentation should include narrative explanation and specific evidence for each of the major divisions in the portfolio, along with minor divisions of how the faculty member's contributions go beyond threshold education and experience requirements.

Non-negotiable requirements: Applicant MUST meet each category and sub-category by providing evidence for each and a thorough narrative providing the context. The breadth of evidence supplied contributes to the quality of a faculty member's portfolio.

I. Instruction:

Instructional performance: Evidence should include any and all documentation regarding instruction, including but not limited to end of course/semester student evaluations, supervisory evaluation, informal evaluation by colleagues, self-evaluation. Faculty cannot be held accountable for supervisory evaluations that were not completed.

Instructional practices, including management of instructional equipment, lab, shop , or clinic: Evidence of practices should include copies of syllabi and description of methods or strategies used to deliver content and engage students. Examples of management should include copies of classroom, lab, on-line, lab, and /or shop procedures. If relevant, please describe the practice of long – range equipment planning, maintenance, and replacement.

II. Curriculum and Assessment:

Course level assessment leading to development and revision of curriculum/course material: Examples should include assessment tools, results, summary, and/or course revision forms. A narrative should address how your assessment efforts informed your curriculum and instruction and improved student learning.

Program level assessment: Examples include assessment mapping as well as a narrative addressing the role that assessment efforts have informed your program learning outcomes, improved your academic program or pathway, and holistically benefited student completion.

Please refer to the NWCCU curriculum and assessment standards 1.C.5 and 1.C.7 for further information and context.

III. College Service:

College related service. This ongoing and active service can encompass many activities and will look different in different departments. The narrative of this section must provide context for each example by describing the longevity (length of time), and quality (specific contributions) of each service item. Evidence may consist of flyers or promotional materials, club charter documents, photos, programs, email communication, etc. A letter from the committee chair, event organizer, community partner, student, or supervisor may provide additional context.

College service incorporates leadership and representation, student support and development, community and employer engagement, as well as advancement of career and academic pathways.

Examples may include:

- Serving on Helena College councils, committees, workgroups, and/or taskforces, demonstrating ongoing and active participation throughout the academic year. (A letter from the committee chair addressing longevity and quality of participation is required evidence for this example)

- Conducting Department chair duties.
- Organizing, hosting, or participating in a career-development-related event for current students.
- Advising students considering transferring/continuing with education in a specific field or pathway, and /or assisting students in career preparation and development.
- Acting as a faculty advisor to a club.
- Assisting students in the search of and oversight of internships or other work-based learning opportunities.
- Organizing and hosting a community event that brings people to Helena College.
- Representing Helena College at a community event or speaking engagement.
- Building new relationships with employers or community organizations that benefit the College.
- Soliciting sponsorships or donations that benefit an academic program or college-related activity.
- Developing new career and academic pathways.
- Representing a specific discipline or program area (pathway) at a prospective student event.
- Participating in collaborations with other colleges.

IV. Professional Development:

Professional improvement activities – educational and occupational. Documentation might include approved travel claims or copies of workshop or training schedules. Evidence of how information improved performance is required.

IV. Additional Requirements: Faculty member must meet at least two of these five categories.

Scholarly activities. Scholarly activities include presentations, publications, and research.

Documentation might include a copy of your presentation in a conference brochure, a copy of a letter acknowledging a proposal or submission to a conference, or acknowledgement of your membership on an association committee.

Professional/occupation recognition. Documentation might include copies of letters of notification or copies of awarded certificates.

Participation in professional organizations. Examples include membership lists or copies of meeting agenda that include the member's name.

Serving on advisory boards, consulting and related activities. Examples include letters of appreciation for contributions by the faculty member from external sources or her/his students.

Create and organize campus or community events. Examples include planning and marketing materials, dates, and times of events.

Promotion to Level V:

Candidates for Level V should meet all of the required indicators. Evidence provided should document activities since the last promotion application date.

Required Indicators:

1. Exemplary Classroom Performance: Evidence could include the following: faculty administrative evaluations, self-evaluation(s), peer-evaluation(s) and course evaluations.
2. A statement on the faculty member's teaching philosophy to include details of how that philosophy has informed academic decisions or how the teaching philosophy has matured.
3. Faculty Governance Service: Position of leadership on Helena College Faculty Senate, service on Executive Committee of the Senate (ECOS), productive service on committee of Faculty Senate, president or secretary position in Helena Teachers Union, productive service on committee of Helena Teachers Union.
4. Curriculum Development: Evidence of significant participation in curriculum development or program level changes or member of and productive service on Academic Standards and Curriculum Review Committee.
5. College Service: Chairing an institutional committee or evidence of substantial productive work as a member of an institutional committee or evidence of substantial productive work on issues or tasks relevant to the mission of Helena College that are not part of the regular academic duties.
6. Academic Leadership: Evidence of substantial productive work on initiatives with internal or external entities on issues relevant to the academic mission of Helena College.
7. Academic Excellence: Evidence of one of the following:
 - a. Professional development in area of expertise or higher education.
 - b. Degree, Certification, commendation or leadership in professional organization related to area of expertise or higher education.
 - c. Scholarly activities such as publication or presentation at convention related to area of expertise or higher education.

- d. Attendance at appropriate convention and subsequent faculty presentation(s) to Helena College community in order to share the knowledge.
- 8. Peer Mentoring: Documentation of productive peer mentoring from both parties regarding the extent and impact of mentoring.

Promotion to Level V:

- 1. Eligible for promotion four (4) years after prior promotion.

E. The Committee's Work

The process recognizes and rewards faculty performance and sends important messages to all faculty as to the current institutional and contractual standards for expected performance. Faculty members of the Promotion and Tenure committee will utilize a rubric approved by faculty evaluation instrument committee. Members of the Promotion committee will seriously and professionally consider each and all portfolios submitted to them. The specific findings and discussions taking place within the committees' work will remain confidential. Should the majority of the members agree that a portfolio does not best represent the applicant's intent, the committee may offer the applicant a one-time opportunity to correct deficiencies or enhance the presentation of the portfolio contents. The committee shall set the timeframes for such an opportunity.

F. Memorandum of Recommendation

The Promotion Committee will write a final report of recommendation to the Helena College Dean/CEO. It is a responsibility of the committee Chair to write a thorough memo of recommendation that provides sufficient detail to (1) demonstrate the deliberations of the committee were thorough, and (2) to provide the decision-maker with sufficient detail to instill confidence in the committee's recommendation. Copies of previous memos should be available for the committee to reference.

G. Promotion Effective Date

Promotions become effective with the beginning of the academic year following the year the promotion review took place. If a member applies for promotion in an extended contract after the published expiration date of the most recent contract, the promotion will not be paid until the new contract is ratified.

H. Limitations

A faculty member may only be promoted one level at a time. After a faculty member's first promotion, the faculty member must wait a minimum of four (4) years before being eligible for another promotion.

I. Promotion Amounts

	AY 25-26	AY 26-27
From level I to Level II	\$4,727	\$4,845
From level II to Level III	\$6,340	\$6,499
From Level III to Level IV	\$5,187	\$5,317
From Level IV to Level V	\$5,000	\$5,125

10.4 MERIT AWARDS

Base-building Merit awards may be implemented during the term of the agreement at the discretion of the employer. Up to four (4) merits of \$2,500 per year may be awarded. Faculty who have not previously received a base-building merit are eligible for one (1) base-building merit award. All subsequent merit awards after the initial base-building award will be one time only. Members can only receive one (1) merit increase within any four (4) year period. Members cannot promote and receive merit in the same year. Members applying for merit may only note work completed in the four (4) years prior to the application.

Only faculty members employed by the college for at least four (4) full academic years are eligible for merit.

Items that are already compensated, like the Department Chair position, will not qualify as meritorious.

A faculty member must have served three years at the college in an instructional tenure/tenure-track assignment to qualify. With approval from the Labor Management Committee, a faculty member may count up to one year in an approved credit release/reassignment in an interim administrative role.

A faculty member will apply for merit using the specific format and timeline included below. Application will be reviewed by the faculty representatives of the Labor Management Committee, and the Executive Academic Directors, and the Executive Director of Fiscal Services who will make recommendation to the Dean/CEO. In the case where one of the members of the Labor Management Committee is nominated or chooses to self-nominate, the Union President will appoint a replacement from the membership. In addition, the Executive Academic Directors and Academic Directors can nominate faculty by providing documentation of merit qualifications to the Dean/CEO. Faculty may also self-nominate. All applications MUST be received by the Dean/CEO by the first Friday in October.

The Dean/CEO will make the final decision based on the application and the committee recommendation. If the Dean/CEO disagrees with the committee recommendation, it is the Dean/CEO's responsibility to meet with the committee to explain the reason for denial and provide the committee with an opportunity to discuss. No faculty member with a letter of reprimand during the four (4) year period under review shall be eligible for a merit award. The Executive Council of the Senate and Union leadership will be informed of all faculty merit nominations and final Leadership decisions.

To qualify for a merit award, the nomination must be based on exceptional performance in all of the required criteria. A justification narrative should provide details and/or examples for each criterion.

Meritorious service IS NOT merely satisfying one's job requirements. This is service that goes above and beyond normal daily actions.

1. Quantity – the work either greatly exceeds expectations or exceeds standard expectations of others in similar positions.
2. Longevity – the work should be of noteworthy duration and superior performance level.
3. Quality – the work has a significant positive effect on the Institution.

Merit award application dates are as follows:

- Dean/CEO will send opening notification to all faculty May 1 and September 1.
- Applications must be received by Dean/CEO by the first Friday in October.
- Dean/CEO will make final decision by the first Friday in November.
- Awards are effective in the next payroll period following the Dean/CEO's final decision.

10.5 SUMMER PROGRAMS

Faculty members teaching summer assignment shall be compensated at the rate of \$100 more per credit than the current adjunct per credit rate for full time faculty teaching summer classes. This provision shall not be used to determine compensation for continuing education courses.

10.6 OVERLOAD COMPENSATION

An instructional faculty member may be given overload compensation for additional instructional responsibilities beyond the normal work day or work year. The conditions and compensation of all overload duties shall be established prior to the beginning of additional instructional work. The rate of compensation shall be paid on a prorated salary basis. When calculating the prorated hourly salary under this section, the academic year salary shall be divided by 1344 hours. Faculty members have the

option of refusing additional work assignments: when this occurs the rate of compensation will be agreed upon between the employer and the faculty member.

10.7 Departmental Chairs

The College may appoint departmental chairs when determined appropriate. Selection of department chairs will be made by the appropriate Academic Director after seeking interested candidates.

Department chair terms will be two years in length, and may be extended after a new selection process.

It is understood that the main responsibility of instructional faculty is teaching and related activities, therefore, the extra departmental chair duties are compensated separately and should not interfere with the required faculty academic duties as defined in Section 4.8. Determination of duties will be made in close coordination with the Academic Director and are agreed upon by both parties prior to commencing work. All duties performed as department chair are beyond the responsibilities of faculty defined in Section 4.8. Duties of department chairs may include, but are not limited to:

- Developing class schedules including coordination with other departments, Division Director, and Registrar's office
- Dual enrollment course alignment
- Adjunct support
- Additional budget and inventory duties
- Serving as point of contact for department
- Arranging professional development opportunities
- Facilitating book adoptions

Compensation of department chairs will be paid on an hourly basis, using the calculation from 10.6 to determine hourly wage. If agreed upon by both the Division Director and the faculty member, release time may be granted in lieu of compensation. Department chair duties, and compensation, follow the calendar year, not the academic year and may include non-instructional days.

Work completed as department chair qualifies as evidence of service for tenure and promotion portfolios but does not apply toward merit award.

10.7 INSURANCE

The employer contribution for employees in the bargaining unit participating in the Montana University System Group Insurance Plan shall be in accordance with state statute.

10.8 UNEMPLOYMENT INSURANCE

All employees covered by this agreement are covered by unemployment insurance as provided in 39-71-101 et. seq. MCA.

10.9 WORKERS' COMPENSATION

All employees covered by this agreement are eligible for workers' compensation benefits as provided in 39-71-101 et. seq. MCA.

Employees are eligible for a partial tuition waiver benefit for their dependents in accordance with Board of Regents Personnel Policy 940.32 as revised November 18, 2022. <https://mus.edu/borpol/bor900/940-32.pdf>

10.10 FACULTY WORKLOAD

The following factors (in addition to other appropriate factors) may be considered when making workload assignments: total number of students, number and nature of course preparations and student need. The instructional workload for full-time probationary and tenured faculty shall normally fall within the range of 30 to 32 credits per academic year. The instructional assignment for a full-time probationary or tenured faculty member shall normally not exceed 750 hours per year. It is recognized that the instructional workload of some full-time faculty may be less than 30 to 32 credits when there are additional non-instructional assignments. Faculty teaching more than thirty-two (32) credits or 750 hours per year shall be eligible for overload compensation in accordance with Section 10.6 or a reduction

ARTICLE 11:

GENERAL CONTRACT PROVISIONS

11.1 SAVINGS CLAUSE

Should any portion of this agreement be determined unlawful or unenforceable by a court of competent jurisdiction, that portion of the agreement declared invalid shall be null and void; however, the rest of the agreement shall remain in full force and effect and either party may initiate negotiations to arrive at mutually agreeable language on the provisions declared invalid.

11.2 INTERIM AMENDMENT

Changes or additions to this agreement during its term may be negotiated only upon mutual agreement of the parties to this agreement. Any agreed to changes or additions shall be made effective upon any date agreed upon by both parties and shall expire upon the expiration of this agreement. In order for any changes to be effective, they must be set down in writing and approved and signed by the union and the Commissioner.

11.3 COPIES OF AGREEMENT

Upon final ratification, the employer shall prepare the agreement and give a copy to the bargaining agent. Employees shall have access to the agreement electronically or may request a copy from the employer or the bargaining agent.

11.4 PREBUDGETARY NEGOTIATIONS

Pre-budgetary negotiations shall commence upon mutual agreement.

11.5 CONFLICT WITH STATUTE

Throughout this contract, benefits provided by statute are summarized. These benefits are changed from time to time by the legislature. The intent of the parties is that eligible employees will receive benefits in accordance with applicable current state statutes. If there is a conflict between statute and the agreement, the statutory provision shall take precedence.

11.6 ENTIRE AGREEMENT

This written agreement constitutes the entire agreement between the parties on all bargainable subjects and it supersedes all prior contracts, agreements, understandings and practices.

11.7 NONDISCRIMINATION

Neither the Board nor the union shall discriminate on the basis of race, creed, religion, color or national origin or because of age, physical or mental disability, marital status, or sex when the reasonable demands of the position do not require an age, physical, or mental disability, marital status or sex distinction. If an employee files a complaint alleging unlawful discrimination under state or federal statutory complaint procedures for civil rights or human rights violations, the employer is under no obligation to process a grievance based on the same events nor is there a right to pursue a grievance in such instances.

11.8 NO STRIKE/LOCKOUT

There shall be no strikes, slowdowns or work stoppages of any kind for any reason on the part of union or employees during the term of this agreement, nor shall there be any lockout of employees during the term of this agreement.

11.9 LETTERS OF AGREEMENT

Previous letters of agreement, side bar agreements and memoranda of understanding between labor and management that are not incorporated into the subsequent collective bargaining agreement are null and void.

ARTICLE 12:

TERM OF AGREEMENT

12.1 TERM OF AGREEMENT

This agreement shall be in effect from ten (10) working days after the date of ratification or July 1, 2025, whichever is later, and shall continue until and including June 30, 2027, and shall be considered as renewed from year to year thereafter unless either party to this agreement notifies the other party in writing by March 1, 2027, of its desire to modify or terminate this agreement. Negotiations on a subsequent agreement shall commence on a mutually agreeable date.

APPENDIX A:

POLICY AND STATUTORY REFERENCES

This appendix is not a part of the collective bargaining agreement but is included as an informational reference. Regent policies and statutes which may be of interest to employees include the following.

Regents Policies

703	Nondiscrimination
712.1	Post-retirement Employment
730.6	Minimum Qualifications of Faculty; Montana Technical System
801.5	Holiday Exchanges
803.1	Tax Sheltered Annuities
803.2	Optional Retirement Program
804.1	Self-insured Group Insurance Plan
804.4	Personal Indemnification
940.13	Fee Waivers

State Laws

Public Employees Retirement System	Title 19, Chapter 3
Teachers' Retirement	Title 19, Chapter 20
Optional Retirement Program	Title 19, Chapter 21
Deferred Compensation	Title 19, Chapter 50
Workers' Compensation	Title 39, Chapter 71
Public Employees Collective Bargaining Act	Title 39, Chapter 31
Code of Ethics	Title 2, Chapter 2, Part 1
University System	Title 20, Chapter 25
Travel, Meals and Lodging	Title 2, Chapter 18, Part 5

APPENDIX B:
MEMORANDUM OF UNDERSTANDING
EXISTING FACULTY SALARY STRUCTURE

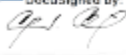
The parties agree to factor in all compensation for prior work experience and degree stipends as part of faculty's base salary for faculty hired before ratification of this agreement.

Signature Page

Dated this 6th day of October, 2025

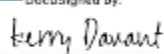
For the employer:

For the union:

DocuSigned by:

1836113741001402



Commissioner of Higher Education President

DocuSigned by:

1836113741001402

Deputy Commissioner

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