

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MONTANA BOARD OF REGENTS OF HIGHER EDUCATION**

**AND**

**HELENA TEACHERS' UNION,**

**MFPE, NEA, AFT, AFL-CIO**

**JULY 1, 19 THROUGH JUNE 30, 2023**

**19-21 EXTENDED 21-23**

ARTICLE 1: PREAMBLE.....	1
1.1 PREAMBLE.....	1
ARTICLE 2: RECOGNITION .....	1
2.1 RECOGNITION .....	1
ARTICLE 3: MANAGEMENT RIGHTS.....	2
3.1 MANAGEMENT RIGHTS.....	2
3.2 MANAGEMENT EVALUATON OF FACULTY.....	2
ARTICLE 4: FACULTY RIGHTS AND WORKING CONDITIONS.....	2
4.1 SAFETY.....	2
4.2 TRAVEL EXPENSES .....	2
4.3 PAYROLL DEDUCTIONS.....	3
4.4 SECRETARIAL SUPPORT .....	3
4.5 OFFICE SPACE .....	3
4.6 PARKING.....	3
4.7 CLASS AND COURSE ASSIGNMENT.....	3
4.8 FULL-TIME FACULTY MEMBER PROFESSIONAL RESPONSIBILITIES .....	4
4.9 PART-TIME FACULTY MEMBER RESPONSIBILITIES.....	5
4.10 LABOR/MANAGEMENT COMMITTEE.....	5
4.11 COMMITTEES .....	6
4.12 FACULTY MEMBER VISITATIONS AND EXCHANGE.....	6
4.13 SABBATICAL ASSIGNMENTS .....	6
4.14 FEE WAIVERS.....	7
4.15 ACADEMIC FREEDOM.....	8

4.16 FACULTY SENATE.....	8
4.17 PERSONNEL FILES.....	8
ARTICLE 5: UNION ACTIVITIES.....	9
5.1 RIGHT TO ORGANIZE .....	9
5.2 MEETINGS .....	9
5.3 BULLETIN BOARDS.....	9
5.4 INFORMATION DISTRIBUTION .....	9
5.5 INFORMATION AND DATA .....	9
5.6 ANNOUNCEMENTS.....	10
5.7 ADDRESSING THE BOARD.....	10
5.8 RESPONSIBILITIES OF UNION PRESIDENT .....	10
5.9 LEAVE OF ABSENCE FOR UNION BUSINESS.....	10
5.10 UNION VISITS .....	10
5.11 UNION SECURITY.....	10
5.12 INDEMNIFICATION .....	11
5.13 DUES CHECKOFF.....	11
ARTICLE 6: LEAVES OF ABSENCE .....	11
6.1 SICK LEAVE .....	11
6.2 BEREAVEMENT/CRITICAL FAMILY ILLNESS LEAVE.....	12
6.3 PERSONAL LEAVE .....	12
6.4 JURY AND WITNESS LEAVE.....	13
6.5 PUBLIC SERVICE LEAVE.....	13
6.6 PROFESSIONAL LEAVE WITH PAY .....	13
6.7 MILITARY LEAVE .....	13

6.8 MATERNITY LEAVE .....	14
6.9 EDUCATIONAL AND PROFESSIONAL IMPROVEMENT LEAVE WITHOUT PAY.....	14
6.10 UNPAID LEAVE.....	14
6.11 PARENTAL AND FAMILY LEAVE .....	14
ARTICLE 7: FACULTY MEMBER EVALUATIONS .....	14
7.1 FACULTY MEMBER EVALUATIONS .....	14
ARTICLE 8: GRIEVANCE PROCEDURE AND ARBITRATION .....	16
8.1 GRIEVANCE PROCEDURE.....	16
8.2 GRIEVANCE DEFINITIONS.....	16
8.3 TIME LIMITS .....	16
8.4 REPRESENTATION.....	17
8.5 RECORDS .....	17
8.6 REPRISAL .....	17
8.7 INFORMATION .....	17
8.8 PROCEDURES FOR FILING GRIEVANCES.....	17
8.9 ARBITRATION .....	18
8.10 SELECTION OF AN ARBITRATOR.....	18
8.11 EFFECT OF DECISION .....	18
8.12 FEES AND EXPENSES.....	19
8.13 CONDUCT OF THE HEARING.....	19
ARTICLE 9: TENURE, SENIORITY, AND LAYOFF .....	19
9.1 TENURE .....	19
9.2 PROBATIONARY APPOINTMENTS .....	22
9.3 TEMPORARY APPOINTMENTS.....	22

9.4 SENIORITY .....	22
9.5 LAYOFF .....	23
ARTICLE 10: COMPENSATION .....	24
10.1 SALARIES FOR FACULTY.....	24
10.2 NEW FACULTY SALARIES .....	24
10.3 PROMOTION FOR CURRENT FACULTY .....	26
10.4 MERIT AWARDS .....	29
10.5 SUMMER PROGRAMS .....	30
10.6 OVERLOAD COMPENSATION .....	32
10.7 INSURANCE .....	32
10.8 UNEMPLOYMENT IINSURANCE.....	32
10.9 WORKERS' COMPENSATION .....	33
10.10 DEPENDENT TUITION WAIVER.....	33
10.11 FACULTY WORKLOAD.....	33
ARTICLE 11: GENERAL CONTRACT PROVISIONS.....	33
11.1 SAVINGS CLAUSE.....	33
11.2 INTERIM AMENDMENT .....	34
11.3 COPIES OF AGREEMENT .....	34
11.4 PREBUDGETARY NEGOTIATIONS.....	34
11.5 CONFLICT WITH STATUTE .....	34
11.6 ENTIRE AGREEMENT .....	34
11.7 NONDISCRIMINATION.....	34
11.8 NO STRIKE/LOCKOUT .....	35
11.9 LETTERS OF AGREEMENT .....	35

ARTICLE 12: TERM OF AGREEMENT ..... 35

    12.1 TERM OF AGREEMENT ..... 35

APPENDIX A: POLICY AND STATUTORY REFERENCES..... 366

APPENDIX B: MEMORANDUM OF UNDERSTANDING EXISTING FACULTY SALARY STRUCTURE..... 377

SIGNATURE PAGE ..... 388

INDEX ..... 379

APPENDIX C : 2020-2021 MEMORANDUM OF UNDERSTANDINGS.....Attached after Index

## **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**

##### **A. 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.

##### **B. 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, during the term of this agreement, 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 SECRETARIAL 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, 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.

As a teacher, every faculty member is responsible for the 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 Office of the Associate Dean/Academic Affairs. 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 Associate Dean or the Associate Dean's designee. No classes may be taught off-campus or at unscheduled locations at any time by any faculty member without prior approval of the Associate Dean or the Associate Dean's 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. 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 PART-TIME FACULTY MEMBER RESPONSIBILITIES**

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.

#### **4.10 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.

#### **4.11 COMMITTEES**

The employer recognizes the value of faculty member input in decisions regarding such academic and other matters as the following: program evaluation, curriculum, faculty member development and sabbaticals, professional standards and qualifications, calendar, the selection of academic related faculty members, workplace safety, strategic planning, and employee wellness. The union recognizes that responsibility for making final decisions rests with the employer. Faculty members shall be included on committees which may be established to make recommendations on the aforementioned matters. Appointments on such committees shall be done in consultation with the local union leadership at the College and other appropriate employee groups.

#### **4.12 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.

#### **4.13 SABBATICAL ASSIGNMENTS**

A faculty member who has completed six (6) years of continuous service at the College is eligible to apply for a sabbatical assignment. The granting of sabbatical assignments is subject to the following provisions:

- A. The Dean/CEO shall notify College faculty members of the number of sabbaticals available no later than June 1 prior to the deadline for sabbatical assignment. The employee must apply in writing for such leave to the Dean/CEO by November 1 of the year preceding the school year in which the leave is sought. However, under extenuating circumstances, the deadline for

application may be waived at the discretion of the Dean/CEO and with approval of the President or designee. The application shall describe the program of professional improvement he/she contemplates pursuing. Candidates for a sabbatical will be notified of the decisions no later than May 1 of the year preceding the school year in which the leave is sought.

- B. Satisfactory programs or projects for sabbatical assignments include research, education, related work in other institutions or private business organizations, or other activities which the Dean/CEO and the President or designee with concurrence of the Board of Regents, agree will improve the staff member professionally, or will benefit the College and the state. If the sabbatical leave is for the purpose of attending school, faculty members must take at least the normal full-time load for their program or approved program as recognized by the Dean/CEO.
- C. Sabbatical assignments shall be for a period of not less than one academic semester or more than one academic year, except that upon approval of the Dean/CEO and President or designee, sabbatical assignments may be granted for a period less than an academic semester.
- D. Faculty members seeking to extend their period of study while on leave after their rights under sabbatical leave have been exhausted may make application for extended leave under the Educational and Professional Improvement Leave section 6.9 of this agreement.
- E. The salary paid during a sabbatical assignment shall be 60% of the employee's academic year salary or a prorated amount for sabbatical assignments of a shorter duration and shall be calculated based on the same methodology as regular faculty. Faculty members on sabbatical shall be allowed to receive reimbursement for expenses directly related to their course of study and shall also be allowed additional compensation not to exceed 40% of their regular salary, upon approval of the President or designee. All outside compensation must be received through the College for reimbursement to the employee. A faculty member on sabbatical leave shall continue to accrue seniority during the period of sabbatical leave and the employer will continue its contributions to the group insurance plan on behalf of the faculty member. No leave benefits shall accrue during a sabbatical assignment.
- F. Any faculty member receiving a sabbatical assignment will be expected to sign a promissory note and written agreement to return to the College for at least one academic year or to reimburse expenses incurred by the employer as a result of the sabbatical assignment.

#### **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 UNION SECURITY**

**\* Agency Fee will be administered in accordance with current law-Notation added April 2021.**

- A. Faculty members covered by the terms of this agreement shall not be required to become members of the union but must, as a term and condition of employment, pay a representation fee or follow the procedures for non-association with a labor organization on religious grounds found at 39-31-204, MCA.
- B. All faculty members covered by the terms of this agreement shall within thirty (30) days of the signing of this agreement, or within thirty (30) days of employment, whichever is later, pay dues



or a representation fee to the union. Faculty members who fail to comply with this requirement shall be discharged by the employer within thirty (30) days after receipt of written notice of default by the union. The union may make written notice of default and demand for discharge after the thirty (30) day period specified above. The employer shall initiate appropriate discharge actions under this section to insure discharge of the affected faculty member(s) on the 30th day from receipt by the employer of the union's written notice of default and demand for discharge. The union agrees to provide documentation to the employer that its representation fee rate is established in accordance with law.

## **5.12 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.

## **5.13 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**

#### **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 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.

- A. 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 Academic Dean or 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.
- B. 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 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 (5<sup>th</sup>) and sixth (6<sup>th</sup>) year of full-time probationary service, to submit their portfolio application. Each year by November 1 the Academic Dean will notify faculty the tenure application process is beginning. By November 15 eligible faculty must notify the Academic Dean 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 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.

B. Committee for tenure application:

The Tenure committee is comprised of the Associate Dean of Academic Affairs and one other academic officer determined by management, two (2) tenured faculty selected by Faculty Senate and two (2) tenured faculty selected by the Union. The committee will be created by the end of the fall semester.

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.

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, and III
- 2) Statement regarding teaching philosophy
- 3) Statement regarding future goals and applicable professional aspirations
- 4) 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. Service can be defined as but is not limited to; curricular or program development, institutional committee work, ad-hoc or sub-committee work, and participation in professional/civic organizations, advisory boards, consulting and related activities. In addition, serve as subject matter expert and professional influence for students in discipline/academic department. This 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.

## **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.

**SEE ADDENDUM A:**

## **ARTICLE 10: COMPENSATION 21-23**

### **ARTICLE 10: COMPENSATION**

#### **10.1 SALARIES FOR FACULTY**

Salary Factors for 2019-2021

The following factors and methodology will be used to determine faculty member salaries for the period from July 1, 2019 until June 30, 2021.

The normal salary increase paid to all full-time equivalent faculty for the 2019-2020 academic year shall be 2%, added to the base salary effective the first day of the pay period that includes January 1, 2020. 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 2020-2021 academic year shall be 2%, added to the base salary effective the first day of the pay period that includes January 1, 2021. 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 2019-2020 and 2020-2021:

The following factors and methodology will be used to determine new faculty member salaries for the period from July 1, 2019, until June 30, 2021. 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 January 15, 2019 until June 30, 2021. 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>19-20</b>	<b>20-21</b>
Level I	\$38,761	\$39,566
Level II	\$43,316	\$44,182
Level III	\$49,367	\$50,354

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 will be convened each year as needed in accordance with the time table in section 10.3.C. The Promotion Committee is chaired by the Associate Dean of Academics, and 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 Associate Dean of Academics 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

- November: Associate Dean notifies faculty of the start of the Promotion Process by November 1st. Faculty members notify the Associate Dean of intent to promote no later than November 15th.
- December: The committee members are appointed. The committee consists of five members: Associate Dean, two members appointed by Faculty Senate, and two Faculty members appointed by the Helena Teachers Union who have themselves successfully promoted.
- January 15th: Faculty members submit a promotion portfolio to Associate Dean.
- February – March: The Promotion Committee reviews portfolio.
- April 1st: Recommendation is sent from Promotion Committee Chair to Dean/CEO with recommended action.
- May: 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.
- 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. Major tabbed divisions in the folder, along with minor divisions (where applicable), include the following:

**Non-negotiable requirements: Applicant MUST meet each category.**

I. Instruction (Classroom):

**Classroom Performance:** Evidence should include any and all documentation regarding instruction, including but not limited to end of course/semester student evaluations, supervisory evaluations, informal evaluations by colleagues, self-evaluation.

**Instructional practices:** Documentation should include copies of syllabi, and descriptions of special projects/assessments (rationale behind changes might also appear here).

**Course and program level assessment.** Examples include assessment tools, results, and summary of findings.

**Management of instructional equipment, lab, shop, or clinic.** Examples should include copies of classroom, lab, or shop procedures.

II. College Service:

**College related service:** Documentation should include membership/leadership on institutional committees, ad-hoc committees or sub-committees. In addition, serve as subject matter expert and professional influence for students in discipline/academic department. This 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.

**Development and revision of curriculum and course material:** Examples include signed course revision forms or other curricular revision documents submitted to the Academic Affairs committee or University of Montana or The Board of Regents for approval.

### III. 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.

**Auxiliary requirements: These are extra and may not substitute for any above criteria.**

#### **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 event.

### 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. 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 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

- From Level I to Level II: \$4,264
- From Level II to Level III: \$5,720
- From Level III to Level IV: \$4,680

#### **SEE ADDENDUM B:**

#### **10.4 MERIT AWARDS 21-23**

#### **10.4 MERIT AWARDS**

Base-building merit awards may be implemented during the term of the agreement at the discretion of the employer; the total amount of which may be up to \$5,000 each academic year. Up to two (2) base building merits of \$2,500 per year may be awarded. Members can only receive one (1) merit increase within any three (3) year period.

Merit pay gives the College flexibility in rewarding eligible faculty for extra merit, special projects, and/or achievement of strategic objectives by allowing faculty to receive additional compensation.

Only faculty members employed by the college for at least three full academic years are eligible for merit.

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, who will make recommendation to the Dean/CEO. In addition, Executive Directors of Career Technical Education, General Education and Transfer, and Director of Nursing 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 three (3) 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 the areas that include all of the characteristics of section one (1) and at least one of the characteristics in section two (2). A justification narrative should provide details and/or examples for each applicable criterion.

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

1A. Quantity – the work either greatly exceeds expectations or exceeds standard expectations of others in similar positions.

AND

1B. Longevity – the work should be of noteworthy duration and superior performance level.

AND

1C. Quality – the work has a significant positive effect on the Institution.

AND AT LEAST ONE OF THE FOLLOWING:

2A. Originality – the work is exceptionally creative and innovative.

OR

2B. Cost savings/Revenue generation – the work creates a substantial cost-saving or revenue generating effort.

OR

2C. Community Contribution – the work measurably enhances the Institution’s reputation or worthiness in the eyes of the community.

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 \$800 per credit 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 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 IINSURANCE**

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.

## **10.10 DEPENDENT TUITION WAIVER**

Permanent employees employed at least three-quarter time for five (5) or more consecutive years are eligible to use a dependent tuition waiver benefit in accordance with Board of Regents policy.

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 25. 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.

## **10.11 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 in non-instructional assignments at the discretion of the campus administration.

## **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, 2019, whichever is later, and shall continue until and including June 30, 2023, 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, 2023, 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 thisday of, 2021

24<sup>th</sup>

May

FOR THE EMPLOYER:

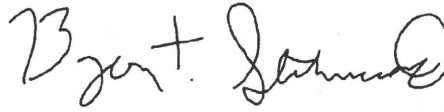


Commissioner of Higher Education



Deputy Commissioner

FOR THE  
UNION:



President

## INDEX

Academic Freedom, 8

Academic Freedomers, 8

Accumulation, 11

Addressing the Board, 10

Agreement, Copies of, 32

Announcements, 10

Appendix A, 34

Appendix B, 35

Arbitration, 16, 17, 18, 19

Arbitrator, Selection of an, 18

Article 1, 1

Article 10, 23

Article 11, 31

Article 12, 33

Article 2, 1

Article 3, 2

Article 4, 2

Article 5, 9

Article 6, 11

Article 7, 14

Article 8, 16

Article 9, 19

Bargaining Unit, 1, 5, 20, 22, 23, 30

BEREAVEMENT/CRITICAL FAMILY ILLNESS, 12

Bulletin Boards, 9

Class and Course Assignment, 3

Committees, 6

Compensation, 23

Conduct of the Hearing (Arbitration), 19

Conflict with Statute, 32

Critical Illness, 12

Department Chairs, Compensation of, 30

Dependent Tuition Waiver, 31

Dues Checkoff, 11

Effect of Decision (Arbitration), 18

Entire Agreement, 32

FACULTY MEMBER EVALUATIONS, 14

FACULTY MEMBER VISITATIONS AND EXCHANGE, 6

FACULTY RIGHTS AND WORKING CONDITIONS, 2

Fee Waivers, 7

Fees and Expenses (Arbitrator), 18

Full-Time Employee Professional Responsibilities, 4

FULL-TIME FACULTY MEMBER PROFESSIONAL RESPONSIBILITIES, 4

General Contract Provisions, 31

Grievance Definitions, 16

Grievance Procedure, 16

Grievances, Procedures for Filing, 17

Immediate Family, 12

Indemnification, 11

Information (Grievance), 17

Information and Data, 9

Information Distribution, 9

Insurance, 30

Interim Amendment, 32

LABOR/MANAGEMENT COMMITTEE, 5

layoff, 12, 19, 20, 22, 23

Layoff, 22

Leave of Absence for Union Business, 10

Leave Without Pay, Educational and Professional Improvement, 14

Leave, Jury and Witness, 13

Leave, Maternity, 13

Leave, Military, 13

Leave, Parental and Family, 14

Leave, Personal, 12

Leave, Professional with Pay, 13

Leave, Unpaid, 14

Leaves of Absence, 11

Letters of Agreement, 33

Lump-Sum Payment on Termination (Sick Leave), 11

Management Rights, 2

Meetings, 9

Memorandum of Understanding, 35

Merit Awards, 29, 35

No Strike/No Lockout, 33

Nondiscrimination, 32

Office Space, 3

Overload Compensation, 30

Parking, 3

PART-TIME FACULTY MEMBER RESPONSIBILITIES, 5

Payroll Deductions, 3

Physician's Statement, 12

Policy and Statutory References (Appendix A), 34

Preamble, 1

Prebudgetary Negotiations, 32

**Probationary Employees, 21**

Public Employees' Collective Bargaining Act, 1

Public Service Leave, 13

Recognition, 1

Records (Grievance), 17

Regents Policies, 34

Representation (Grievance), 17

Reprisal, 17

Right to Organize, 9

Sabattical, 6

Safety, 2

Savings Clause, 31

Secretarial Support, 3

Seniority, 6, 7, 19, 22, 23

Sick Leave, 11

Sick Leave Donations, 12

Sick Leave, Abuse of, 12

Signature Page, 36

State Laws, 34

Summer Programs, 30

Temporary Appointment, 22

Temporary Appointments, 22

Tenure, 19

Term of Agreement, 33

TIME LIMITS, 16

Travel Expenses, 2

Unemployment Insurance, 30

Union Activities, 9

Union President, Responsibilities of, 10

Union Security, 10

Union Visits, 10

Workers' Compensation, 31