

**(Tentative Agreement 11/24/09)**  
**Memorandum of Understanding**  
**between**  
**The University of Montana – Western Faculty Association**  
**and the**  
**Montana University System**

**WHEREAS**, the teaching, scholarship, research, and service that occurs at Montana colleges and universities would not be possible without dedicated faculty members who capably serve our students and citizenry; and

**WHEREAS**, the campuses of the Montana University System are experiencing increasing difficulty with providing competitive salaries to recruit and retain faculty members; and

**WHEREAS**, non-competitive salary levels cause disruptive turnover and extended faculty vacancies, hindering campus efforts to: secure academic accreditation; recruit and retain students until they graduate; and ensure a high-quality system of postsecondary education for the citizens of Montana; and

**WHEREAS**, the majority of faculty positions in the Montana University System are recruited nationally, yet, salaries for Montana faculty members are frequently below the national average for comparable institutions and systems; and

**WHEREAS**, the employer contribution of 5.96 percent of employee salary for faculty members who are in the Montana defined contribution retirement plan (non-TRS and non-PERS) typically ranks among the lowest three of the 50 states; and

**WHEREAS**, the Montana University System and the UM-W Faculty Association value data-based decision making in the determination of how funds for salaries are expended; and

**WHEREAS**, faculty salary data from other institutions of similar size and scope are relevant to a market analysis of faculty salaries at The University of Montana – Western;

**NOW THEREFORE BE IT RESOLVED, that:**

**I.** The parties agree that the proper set of peer comparator institutions for UM-Western shall be defined as the set of U.S. public, baccalaureate degree-only institutions, having enrollments under 5000 students. This set of comparator institutions will be gleaned from the CUPA database for obtaining rank specific salary data. The UM-W Administration will share all CUPA data with the UM-W Faculty Association as soon as the data become available to the Administration.

**II.** The overall salary averages, at each rank, as reported in the most current CUPA survey for these peer institutions, shall serve as the target salary levels which market adjustments, if any, to UM-Western salaries will be designed to reach through incremental increases (i.e., UM-Western

salary averages at each rank will be increased to eventually reach peer averages), with a goal of reaching those peer targets within 10 years from the date that this agreement is signed by all parties.

**BE IT FURTHER RESOLVED, that ;**

**III.** The parties are committed to increasing the salary of faculty members through Normal Increases and a Market Adjustment Pool as established through Collective Bargaining. The Market Adjustment increment will be proportionate to each faculty member's percentage contribution to the overall faculty salary deficit (i.e., the proportionate amount that his/her salary base, after being incremented by the Normal Increase, falls below his/her peer target point, relative to the sum total of all faculty members' deviations below their peer target points). No faculty member's salary shall be decreased because it falls above that member's target point and faculty members above the target point shall receive the Normal Increases.

**IV.** The parties agree that, each year, the Market Adjustment Pool shall be a budget priority for UM-Western. The objective, in each year, will be to budget a Market Adjustment Pool, in combination with any Normal Increase, such that the magnitude of the raises at each rank will represent a percentage increase that exceeds the rate of increase of the peer averages at each of those respective ranks.

**V.** All market adjustments will be distributed according to a mutual agreement between the UM-W Faculty Association and UM-W Administration.

**BE IT FURTHER RESOLVED, that**

**VI.** Nothing within this MOU agreement would preclude the parties from bargaining about other matters of compensation and/or benefits, or any other negotiable aspects within our current or future Collective Bargaining Agreements. Any salary adjustments arising from this memorandum shall be subject to ratification by the UM-W Faculty Association and by the Board of Regents.

Entered into this \_\_\_\_ day of \_\_\_\_\_ 2009.

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Sheila M. Stearns  
Commissioner of Higher Education

\_\_\_\_\_  
John Xanthopoulos  
UM- Western Faculty Association President

**Five questions and answers for interpretive guidance (jointly formulated by labor and management):**

**1. Does this memorandum require a faculty pay raise of any kind in any given year?**

No. This memorandum articulates an institutional goal of improving faculty salaries toward national average salaries, at each rank, for public, general, baccalaureate-only institutions, but it does not create a binding obligation or entitlement to a specific pay raise in any particular year.

**2. Does this memorandum require average faculty salaries at UM-W to be at any particular level within 10 years?**

No. This memorandum sets a goal of raising faculty salary levels to national averages within 10 years, but it does not require any particular level of progress in any specific year. The memorandum essentially underscores the instruction's commitment to eliminate the disparity between UM-Western faculty salaries in comparison to national peers, a goal that is also articulated in UM-Western's Strategic Plan 2006-2012.

**3. Does this memorandum establish or imply an agreement that faculty salary levels at UM-W are inordinately low in comparison to other institutions in the Montana University System?**

No. The role of the Faculty Association at UM-W is to advocate for faculty salaries at UM-W. Faculty salaries throughout the Montana University System are low compared to national averages. UM-Western's faculty salary depression simply provides one clear example of this system-wide problem of low, non-competitive faculty salary averages. Through this memorandum, UM-Western is making a strong institutional commitment to fix that problem.

**4. Does this memorandum require faculty salaries at UM-W to grow at a faster pace than faculty salary levels at other institutions in the Montana University System?**

No. The faculty salary increases at UM-Western that are being promoted by this memorandum do not necessarily correlate to any salary agreements that may be negotiated at other institutions of the MUS, because those other MUS institutions have different sets of peer institutions with which they would be compared. Instead, this memorandum aims only at the equalization of UM-Western's salaries, at each rank, with peer averages at public, general, baccalaureate-only institutions, based on the data reported annually in CUPA salary reports. The contracts at each MUS unit are bargained separately; hence any salary agreements made at one institution are independent of the agreements made at any other MUS units.

**5. Does this memorandum obligate the Commissioner of Higher Education and/or the Board of Regents to establish or approve a budgeted pool of funds for market salary adjustments at UM-W?**

No. The method by which UM-Western faculty salaries are increased to peer averages may involve several different elements (e.g., Normal Increases, Market Adjustments, Promotions, etc.) and the specific mix or magnitude of those salary increments is neither specified nor constrained by the language contained in memorandum. The memorandum simply refers to the fact that salary adjustments are to be determined through Collective Bargaining.