

Memo

To: Board of Regents
From: Kevin McRae, Director of Labor Relations and Human Resources
Date: August 26, 2010
Re: **Item 148-101-C0810**

I recommend approval of the following labor agreement between the Montana University System and the Helena Teachers' Union at the UM-Helena College of Technology.

The agreement covers approximately 34 faculty members in Helena.

The agreement includes a two-year salary freeze through June 30, 2011.

Tentative Agreement
between the
Montana University System
and the
Helena Teachers' Union

The following revisions shall be incorporated into the collective bargaining agreement:

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.

4.7 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.

4.10 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.

10.1 F

~~F. Frozen Salaries~~

~~— Faculty members who have received unsatisfactory evaluations may have their salary frozen and are exempt from the provision granting a minimum increase upon recommendation of the President or designee and concurrence of the Labor-Management Committee (or an alternative committee agreed upon by the parties at the College).~~

~~— Faculty members who have had their salary frozen in a previous year and who believe their performance has substantially improved may request that their salary be restored to the level it would have been in the absence of a freeze, effective the beginning of the next academic year. In no case shall any retroactive payment for prior fiscal years be made.~~

~~— The decision of the Labor-Management Committee in this matter is final and not grievable.~~

10.2 SUMMER PROGRAMS

Faculty members teaching a full-time summer assignment shall be compensated at 1/168th of their preceding academic year salary for each day of assignment. When calculating the prorated full-time daily salary amount under this section, the academic year salary shall be divided by 168.

When calculating a prorated hourly salary under this section, the full-time academic year salary shall be divided by ~~1190~~ 1176 hours. Summer session compensation for bargaining unit faculty members teaching less than full-time shall be prorated at a rate of 1.16 times the appropriate prorated hourly salary. This provision shall not be used to determine compensation for continuing education courses.

10.3 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. Where performance of additional responsibilities is required by the employer, 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 ~~4190~~ 1176 hours. When calculating the prorated full-time daily salary amount, the academic year salary shall be divided by 168.

Where faculty members have the option of refusing additional work assignments, the rate of compensation will be agreed upon between the employer and the faculty member.

10-Compensation: Employer proposes to provide a one-time payment of \$450 to members of the collective bargaining unit whose annual salary is \$45,000 or less as of the date of union ratification.

There will be no base salary increases in the Fiscal Year 2010 and 2011 biennium, achieved through the updated contract language below:

10.1 SALARIES

A. Salary Factors for ~~2007-2008~~ 2009-10 and 2010-2011:

The following factors and methodology will be used to determine faculty member salaries for the period ~~from July 1, 2007, until June 30, 2008~~ from July 1, 2009, until June 30, 2011.

1. ~~Effective Oct. 1, 2007, m~~ Minimum salaries for each level are as follows.

~~(3% increase over 2006-2007)~~

_____	Level I:	\$31,541
_____	Level II:	\$35,387
_____	Level III:	\$40,527
_____	Level IV:	\$45,656

_____ Level I: \$32,487

_____ Level II: \$36,448

_____ Level III: \$41,743

_____ Level IV: \$47,025

2. In addition to the above specified minimum salary, newly hired faculty members will receive \$275 for each year of full-time teaching and related occupational experience. Up to a maximum of ten (10) years of related full-time teaching or occupational experience may be recognized for newly hired faculty members. ~~Continuing faculty during 2007-2008 shall receive a \$275 market-based salary increase retroactive to the start of the 2007-2008 Academic Year.~~

3. 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 ~~2007-2008 than was received in 2006-2007.~~

4. Faculty members with an appropriate doctoral degree shall receive a \$1,500 salary stipend. Faculty members receiving a stipend for an appropriate doctorate shall not be given any additional stipend for their master's degree. Faculty members with an appropriate master's degree who are below Level III shall receive a \$1,000 salary stipend. Faculty members who are at Level I and have an associate degree shall receive a \$1,000 salary stipend and those with a bachelor's degree shall receive a \$2,000 salary stipend. These stipends will be implemented for continuing employees with newly earned degrees at the same time as promotions are implemented.

5. ~~Faculty members shall receive a salary increase of 3.0% effective Oct. 1, 2007.~~

B. ~~Salary Factors for 2008-09~~

~~The following factors and methodology will be used to determine faculty member salaries for the period from October 1, 2008, until June 30, 2009:~~

1. ~~Effective Oct. 1, 2008, minimum salaries for each level are as follows.~~

~~(3% increase over 2007-2008)~~

_____	Level I:	\$32,487
_____	Level II:	\$36,448
_____	Level III:	\$41,743
_____	Level IV:	\$47,025

~~2. In addition to the above specified minimum salary, newly hired faculty members will receive \$275 for each year of full-time teaching and related occupational experience. Up to a maximum of ten (10) years of related full-time teaching or occupational experience may be recognized for newly hired faculty members. Continuing faculty during 2008-2009 shall receive a \$275 market-based salary increase at the start of the 2008-2009 Academic Year.~~

~~3. Notwithstanding any of the factors outlined herein, no faculty member will receive a lower full-time academic year salary in 2008-2009 than was received in 2007-2008.~~

~~4. Faculty members with an appropriate doctoral degree shall receive a \$1,500 salary stipend. Faculty members receiving a stipend for an appropriate doctorate shall not be given any additional stipend for their master's degree. Faculty members with an appropriate master's degree who are below Level III shall receive a \$1,000 salary stipend. Faculty members who are at Level I and have an associate degree shall receive a \$1,000 stipend and those with a bachelor's degree shall receive a \$2,000 salary stipend. These stipends will be implemented for continuing employees at the same time as promotions are implemented.~~

~~5. Faculty members shall receive a salary increase of 3.0% effective Oct. 1, 2008.~~

B C. Employment, Experience and Education History

a. New Faculty Members

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 I. Final determination will be agreed upon by the President or designee and then concurred in writing by the newly hired faculty members.

b. Current Faculty Members

Education levels for current faculty members are based on verifiable education completed prior to September 1, 1995. Prior experience used to implement the new salary methodology is identical to that credited under prior methodologies and recognized by the employer prior to September 1, 1995.

In order to provide for a smooth transition to the new salary methodology (on a one-time basis), faculty members with previously recognized equivalent degrees whose unadjusted salary target is more than \$6,000 below their present salary shall be placed two levels higher than the factors justify. Faculty members with equivalent degrees whose initial unadjusted salary target is more than \$3,000 but less than \$6,000 below their present salary shall be placed one level higher than the factors justify.

C D. Recruitment Adjustment Stipends

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 (not excluding the recruitment adjustment stipend) 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.

Where practical, faculty members of the search committee will be consulted when it is deemed necessary to offer a recruitment adjustment stipend to an applicant. In addition, the employer will notify the Helena Teachers' Union, in writing, within twenty (20) working days of the granting of this stipend.

D E. Merit Awards

Non base-building merit awards may be implemented during the term of the agreement at the discretion of the employer.

F. Frozen Salaries

~~Faculty members who have received unsatisfactory evaluations may have their salary frozen and are exempt from the provision granting a minimum increase upon recommendation of the President or designee and~~

~~concurrence of the Labor-Management Committee (or an alternative committee agreed upon by the parties at the College).~~

~~Faculty members who have had their salary frozen in a previous year and who believe their performance has substantially improved may request that their salary be restored to the level it would have been in the absence of a freeze, effective the beginning of the next academic year. In no case shall any retroactive payment for prior fiscal years be made.~~

~~The decision of the Labor-Management Committee in this matter is final and not grievable.~~

E G. Level Definition and Threshold Criteria for Promotion

1. The following criteria are effective the 2000-2001 academic year and thereafter:

Level I: No degree through bachelor's degree

Level II: Appropriate bachelor's degree plus 510 hours of approved professional development activity and five (5) years of full-time related teaching or occupational experience,

or

five (5) years at Level I plus 510 hours of approved professional development activity for faculty on an approved professional development plan which allows for an alternative route.

Level III: Appropriate master's degree and ten (10) years of full-time related teaching or occupational experience, five (5) of which must be in an instructional position at a regionally accredited post-secondary institution,

or

five (5) years at Level II plus 570 hours of approved professional development activity for faculty in an approved professional development plan which allows an alternative promotion route.

Level IV: Appropriate master's degree and five (5) years at Level III plus 720 hours of approved professional development activity,

or

appropriate doctorate degree and five (5) years at Level III plus 570 hours of approved professional development activity, service or scholarly development.

2. All Professional development activity used to meet threshold criteria for promotion must be approved by the employer. The approval process for each campus location shall be communicated to faculty. Prior approval is recommended. If a faculty member's request for approval of a professional development activity is denied, the faculty member may appeal the denial to the Labor-Management Committee or an alternative process agreed upon by the parties but may not appeal such denial through the contractual grievance procedure.

3. Activities include experiences that advance a faculty member's professional (educational and occupational) skills, knowledge, and abilities, and experiences that 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. Participation in these experiences usually results in curricular changes or increased teaching effectiveness. These experiences are usually gained through

participation in activities such as, but not limited to: college coursework; business and industry-conducted training; professional organization workshops and conferences; seminars; etc.

4. Thirty (30) hours of professional development activity equals one (1) semester credit of college coursework. A combination of approved college coursework and other types of approved professional development activity may be used to meet threshold criteria.

5. The hours of professional development activity specified for each level must have been completed since the faculty member's initial hire or last promotion, whichever is later.

6. The employer may award credit toward the fulfillment of the hours of professional development required for promotion for work experience. Some work experience may not qualify.

7. Part-time teaching experience at regionally accredited colleges or universities that is at least half time 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.

8. New faculty are typically placed no higher than Level II at the time of hire. However, in extraordinary circumstances a newly hired faculty member may be placed at Level III by the employer after consultation with the members of the search committee.

9. The employer reserves the right to deny a faculty member's application for promotion or tenure for the sole reason that the faculty member has not obtained an appropriate undergraduate or graduate degree. Faculty hired in FY 2001 and thereafter will be informed in writing by the employer of this requirement at the time of hire.

10. In the 2003-04 and 2004-05 academic years, promotions become effective with the beginning of the academic year following the year the promotion review took place but shall not be implemented until after the ratification of a successor agreement. Faculty may submit an application for promotion during the year in which they meet the eligibility criteria. If five (5) years of experience are required, the application may be made during the fifth (5th) year.

11. Meeting threshold education and experience requirements specified in subsection A is not sufficient in itself to warrant promotion. Promotion to a higher level also requires application by the faculty member and documentation of positive contributions to the College of Technology. The following activities will be given consideration in evaluation for purposes of promotion:

- a. classroom performance;
- b. facility organization and management of a lab/shop/clinic;
- c. instructional equipment organization and management;
- d. development and revision of curriculum and course material;
- e. student advising;
- f. student outcomes assessment;
- g. activities involving innovative instructional techniques;
- h. scholarly activity such as applied research, presentations

and publications;

i. professional development activities--educational and occupational;

j. achieved recognition in education, business, industry or in an occupation as evidenced by licensure or certification;

k. participation in professional organizations--educational, business and industry, occupational;

l. consulting and other activities with business and industry, and other community organizations;

m. serving on advisory boards, outside work for agencies, service on campus committees, awards recognizing service accomplishments.

F.H. Promotion Timelines and Procedures

1. The College of Technology shall have promotion procedures and criteria. Promotion procedures and criteria shall be updated periodically and must be approved by the Labor-Management

Committee (or an alternate committee agreed upon by the parties) and the President or designee. Promotion procedures shall include an opportunity for evaluation and recommendation by faculty members as well as the appropriate levels of the administration.

2. A faculty member may only be promoted one level at a time. After a faculty member's first promotion (with the exception of those who have received a Half Level II promotion), the faculty member must wait a minimum of five (5) years before being eligible for another promotion.

12.1 TERM OF AGREEMENT

This agreement shall be in effect from ten (10) working days after the date of ratification or July 1, ~~2007~~ 2009, whichever is later, and shall continue until and including June 30, ~~2009~~ 2011, 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, ~~2009~~ 2011, of its desire to modify or terminate this agreement. Negotiations on a subsequent agreement shall commence on a mutually agreeable date.

APPENDIX A MEMORANDUM OF UNDERSTANDING FACULTY WORKLOAD

(Move to end of Article 10)

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 34 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 34 credits when there are additional non-instructional assignments. Faculty teaching more than thirty-four (34) credits or 750 hours per year shall be eligible for overload compensation in accordance with Section 10.3 or a reduction in non-instructional assignments at the discretion of the campus administration. Bargaining unit faculty who teach at least fifteen (15) credits in a semester shall not receive a prorated salary during that semester.

APPENDIX B ~~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 C
STIPENDS

~~For the term of the Collective Bargaining Agreement covering the 2007-08 and 2008-09 Academic Years, the 3-percent raises referenced in Article 10.1 A5 and 10.1 B5 shall be applied to the stipends referenced in 10.1 A4 and 10.1 B4, with the result added to the faculty member's base salary. For example, a faculty member who has a base salary of \$40,000 and a stipend of \$2,000 would receive a base salary increase in October equivalent to \$42,000 multiplied by 3 percent.~~

APPENDIX D
MEMORANDUM OF UNDERSTANDING
MERIT AWARDS

~~The parties agree to retain the current contract language on merit, but enter into this memorandum of understanding providing for the award of one \$1,000 base salary merit award in the 2007-2008 instructional year and one \$1,000 base salary merit award in the 2008-2009 instructional year.* Applications or nominations will be submitted to Dean of the College of Technology, who will, in consultation with the Association President, appoint a faculty committee of three to screen the applications or nominations and make a recommendation to the Dean.~~

~~*Or two \$500 base salary merit awards in each year.~~

The parties agree to administer one year's worth of the merit program that existed in "Appendix D" of the prior Agreement. The funding pool is \$1,000 for 2009-10 awards to be recommended and paid in 2011, contingent upon the committee fulfilling and documenting its obligations.

APPENDIX E
REVIEW OF SALARY SCHEDULE

~~The parties agree to establish a committee of union appointees and management appointees to examine the salary schedule over the 2007-08 Academic Year and make a report and/or recommendations on the committee's findings.~~

The employer will designate 2 (two) parking spaces near the Donaldson building as "faculty parking" for the Faculty Senate to administer.