

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MONTANA TECH OF THE UNIVERSITY OF MONTANA

AND

MONTANA TECH FACULTY ASSOCIATION

JULY 1, 2019 TO JUNE 30, 2021

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PREAMBLE

This Agreement is entered into by the Commissioner of Higher Education as agent for the Board of Regents of Higher Education, on behalf of Montana Tech of The University of Montana, hereinafter referred to as the “Employer”, and the Montana Tech Faculty Association, hereinafter referred to as the “MTFA”.

The purpose of this Agreement is to mutually establish terms and conditions of employment for certain faculty members at Montana Tech who are represented by the MTFA. Furthermore, it is the intent to continue a spirit of cooperation and atmosphere conducive to high-quality education and the maintenance of high standards of academic excellence.

Montana Tech reserves the right to administer items not expressly addressed in this Agreement in accordance with the Faculty and Staff Handbook and Board of Regents policy.

In all provisions regarding actions to be taken within a specified number of days, days are counted as normal working days within the faculty member’s contract period unless specified as calendar days. Holidays shall not be counted within a specified number of days unless calendar days are specified.

ARTICLE 1 - RECOGNITION

The Employer recognizes the MTFA, MFPE as the exclusive bargaining representative for the bargaining unit as certified by the Montana Board of Personnel Appeals in UD No. 8-2005 on June 1, 2005.

The bargaining unit includes all teaching faculty on academic appointment, department head(s) and/or department chairpersons and lab director(s) with faculty status at Montana Tech.

The bargaining unit excludes library faculty, part-time academic appointments of less than .5 (one-half) FTE, faculty at the Highlands College including faculty of the nursing program, all employees of the Bureau of Mines and Geology, professional engineers, engineers in training, coaching staff, museum staff, deans, non-teaching management personnel, visiting faculty, research assistants, post-doctoral fellows, researchers with academic rank who would teach less than .5 (one-half) FTE.

Any disagreement between the parties over the composition of the bargaining unit shall be resolved through the unit clarification process administered by the Montana Board of Personnel Appeals.

ARTICLE 2 - UNION DUES

The Administration is responsible for informing the appropriate MTFA officer of any new hires.

The membership dues provided for herein may be paid annually by direct payment to the MTFA or on a monthly basis by payroll deduction.

Upon written authorization of any bargaining unit member, the employer shall deduct from the pay of the employee the monthly dues as certified by the MTFA and shall deliver all monies thereby collected, along with an itemized list of said deductions, to the treasurer of the MTFA who shall acknowledge each receipt thereof in writing. Direct annual payments shall be made by October 31.

All present employees covered by this agreement, in regard to any representation fees toward the union's administration of this agreement, shall be afforded rights and responsibilities under current law that is in effect for representation fees during the term of this agreement.

The MTFA shall protect and hold harmless the employer from any and all claims, demands, suits, or any costs or fees related thereto, by reason of the MTFA's performance or enforcement of the provisions of this Article.

ARTICLE 3 - CONTRACT MANAGEMENT

3.100 SEVERABILITY

It is understood and agreed by the parties to this Agreement that any provision inconsistent with or contrary to law shall be considered as deleted from the agreement without harm to the remaining provisions of the agreement. If any section of this Agreement or any addendum to it should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such section.

3.200 AMENDMENT

Should a mutually acceptable amendment to this agreement be negotiated by the parties, it shall be written and submitted for ratification of the BOR and the Association. At such time as it is ratified by both the BOR and the members of the Association, it shall become a part of the agreement.

3.300 EFFECT BY PASSAGE OF LAW

Any provision of this agreement which is contrary to law, but becomes legal during the life of this contract, shall take immediate effect upon the enactment of such legislation.

3.400 DISTRIBUTION OF CONTRACT

Upon final ratification and approval of this agreement a copy will be posted on the Board of Regents website. The MTFA will distribute the agreement electronically to the membership. The MTFA will prepare and distribute hard copies of the agreement to members of the bargaining unit upon request of individual members. If the MTFA uses the Employer's copy center for the printing of the agreement, the Employer will pay half, or up to \$200, of the printing cost (whichever amount is less).

3.500 INDIVIDUAL EMPLOYMENT CONTRACTS

Any individual employed in a position within the bargaining unit, or reappointed to a position within the bargaining unit, shall be given an individual contract. The individual contract shall be subject to the terms of this Agreement. In the event of conflict between the terms of an individual employment contract and the terms of this Agreement, the latter shall be controlling.

In the cases when funding of positions involves grants, contracts, other sponsors or outside funding sources, special conditions which are in addition to or differ from the terms of this agreement may be specified on the face of an individual contract. The Employer will notify the MTFA of such instances when they occur.

3.600 INDIVIDUAL CONTRACT OPTIONS

Persons on a fiscal-year contract may request conversion to an academic year contract at the established conversion factor; however, the Employer is not obligated to grant such a request.

ARTICLE 4 - ENTIRE AGREEMENT

It is mutually agreed that this Agreement is the master agreement for all employees in the bargaining unit and that it constitutes the entire agreement between the MTFA and the Employer.

ARTICLE 5 - NON-DISCRIMINATION

No employee shall be discriminated against by the Association or by the Employer on the basis of race, color, religion, creed, sex, national origin, age, mental or physical disability, marital status, sexual orientation or political belief or protected union activity in violation of the Montana Human Rights Act or the Montana Collective Bargaining Act for Public Employees.

ARTICLE 6 - NO STRIKE / NO LOCKOUT

The parties agree that bargaining unit members shall not strike or engage in a work slowdown or stoppage and that the Employer shall not lock out bargaining unit members during the term of this agreement.

ARTICLE 7 - ASSOCIATION RIGHTS

7.100 MEETING ROOMS AND COMMUNICATION FACILITIES

The Employer shall extend to the Association the same privileges extended to other community organizations regarding the use of the Employer's meeting rooms that are unscheduled for other use.

The Employer's information technology systems (including telephones, computers, email, and Internet) are the property of the Employer and their use is subject to Board of Regents Information Technology Policy Section 1300.

The Employer agrees to allow employees reasonable use of telephones and email for union-related communications, and the Union agrees that misuse of the Employer's computing or information resources may result in disciplinary action appropriate to the misuse and subject to just cause.

The following items represent, but do not fully define, misuse of information technology resources. Note that many of these examples may be considered appropriate uses of technology resources in specific academic or professional contexts; determination of appropriateness is the initial responsibility of the user's supervisor (e.g., manager, director, instructor, department head, dean, or provost):

1. Excessive personal use of MUS computer and network resources.
2. Using resources for derogatory, racially offensive, sexually offensive, harassing, threatening, or discriminatory purposes.
3. Downloading, installing, or running security programs or utilities that reveal weaknesses in the security of MUS computer resources, except by a MUS

employee as specifically required by that employee's assigned job responsibilities.

4. Unauthorized use of computers and User IDs, or use of User IDs for purpose(s) other than those for which they have been issued.
5. Modifying, installing, or removing computer equipment, software, or peripherals, or attempting to do so, without proper authorization.
6. Accessing computers, computer software, computer data or information, or networks without proper authorization, regardless of whether the computer, software, data, information, or network in question is owned by the MUS. For example, using the networks to which the MUS has access to improperly access resources at other sites will be considered an abuse of a user's MUS computing privileges.
7. Circumventing or attempting to circumvent normal resource limits, logon procedures, or security regulations.
8. Sending fraudulent e-mail, breaking into another user's e-mail account, or reading someone else's e-mail without his or her permission, unless specifically authorized to do so.
9. Sending any fraudulent electronic transmission, including but not limited to fraudulent requests for confidential information, fraudulent submission of electronic purchase requisitions or journal vouchers, or fraudulent electronic authorization of purchase requisitions or journal vouchers.
10. Violating any legal software license agreement or copyright, including copying or redistributing copyrighted computer software or data without proper, recorded authorization.
11. Violating the property rights of those who hold copyright to computer-generated data, reports, or software.
12. Taking advantage of another user's naiveté or negligence to gain access to any system account, data, software, or file which would not otherwise be accessible.
13. Physically interfering with other users' access to MUS computing facilities, unless authorized to do so by the appropriate authority.
14. Encroaching on or disrupting others' use of MUS network resources by creating unnecessary network traffic (for example, by playing games or sending excessive amounts of e-mail); wasting computer processing time, connect time, disk space, or other resources; modifying system facilities, operating systems, or disk partitions without authorization; attempting to crash or deny service to a MUS

computer; damaging or vandalizing MUS computing facilities, equipment, software, or computer files.

15. Disclosing proprietary information, software, printed output, or magnetic media without the explicit permission of the owner.
16. Reading other users' data, information, files, or programs on a display screen, as printed output, or via electronic means, without the owner's explicit permission, except in the case of MUS employees authorized to do so in the performance of their jobs.
17. Knowingly transferring or allowing to be transferred to, from, or within the MUS, textual or graphical material commonly considered to be child pornography or obscene as defined in 45-8-201(2), MCA.
18. Any other activity involving use of MUS computing and information resources that violates established MUS policies, state laws, or federal laws, whether or not those policies or laws relate specifically to the use of computing or information resources.

ARTICLE 8 - FACULTY RIGHTS AND WORKING CONDITIONS

8.100 OFFICE AND LABORATORY FACILITIES

The Employer shall make a reasonable effort to provide office space for each tenured or probationary faculty member. Faculty may retain personally owned items or properties in their office at their own risk of loss.

The Employer shall make a reasonable effort to provide laboratory facilities for faculty members who are required to conduct research.

8.200 COMPUTERS AND EQUIPMENT

The replacement process for faculty computers and other equipment shall be managed by the Employer.

The union and faculty recognize that the Administration has a legal responsibility to ensure that the computers and networks it operates are used appropriately and consistent with BOR Policy 1303.1 (Effective May 24, 2002). In order to meet its obligations, the Administration may monitor activity on its computers and network consistent with BOR Policy 1302 (effective May 24, 2002). The Administration recognizes that faculty have an expectation for a reasonable degree of privacy in the use of the employer's computers and network. Except for the identification, investigation, and prevention of misconduct, the Administration will not divulge

personally identifiable information or other personal information obtained through monitoring.

Faculty may be disciplined for violations of the Board of Regents' computer usage policies. The employer will be required to provide substantial documentation for any such discipline.

In accordance with Regents' Policy, information contained on the employer's computers and transmitted on networks maintained by the employer are presumed to be the employer's property unless otherwise limited by law or contract, but the employer does not thereby gain intellectual property rights to the stored information.

The MTFAs recognize that maintenance and monitoring of the computer system must be performed. In the process of maintaining and monitoring the system all areas of the system may have to be accessed.

8.300 TRAVEL EXPENSES

Expenses incurred incidental to authorized professional travel shall be reimbursed in accordance with state statutes. Authorized professional travel shall include, but not be limited to, pre-approved attendance and/or participation in professional meetings, workshops, seminars, conferences, institutes, visitations, evaluations, inspections and field trips. Time off campus for travel should not interfere with or reduce the faculty member's contribution to the Employer and its operations. The faculty member must make adequate arrangements for course coverage while travelling during the academic year. The Department Head must agree to adequate coverage in advance of travelling. Examples of adequate coverage include but are not limited to: alternative assignments; on-line work; guest presenters/lecturers; and pre-recorded lectures.

8.400 PERSONNEL FILES

Each faculty member shall be provided access to any or all of his or her personnel files, excepting confidential correspondence connected with initial employment or subsequent peer evaluations. The Employer shall communicate to the faculty member the basis for evaluations.

The opportunity to rebut, comment on, and/or clarify any item in the files shall be guaranteed to the faculty member. Such rebuttal, commentary, and/or clarification shall be attached to the relevant item in the files.

No anonymous material or statements derived from anonymous material shall be placed in personnel files.

Copies of any non-confidential item in the personnel files shall be provided to the faculty member upon request at the faculty member's expense.

8.500 SAFETY

The Employer shall provide a place of employment which does not endanger the health or safety of any member of the faculty and shall provide restrictions on indoor tobacco smoking consistent with applicable law. Faculty members shall notify the employer of any safety or health hazards observed incident to employment, and the employer shall investigate and institute appropriate remedial action.

This provision supplements, but does not replace, the safety policy included in the Montana Tech Faculty and Staff Handbook.

8.600 BOARD INFORMATION AND DATA

The Employer and MTFA agree that union access to Board of Regents information on budgets, meeting minutes, general policy statements, and public information used in the preparation of budgets, is appropriate and encouraged. This information is available at the following websites. In the event the MTFA desires additional information, the MTFA is welcome to submit information requests to the Office of the Commissioner of Higher Education.

Budget information that comes before the Board is contained in the budget sections of the Board agenda, which may be viewed at:

<https://mus.edu/board/meetings/agendas-and-minutes.html>

Minutes of Board meetings may be viewed at:

<https://mus.edu/board/meetings/agendas-and-minutes.html>

Board policy statements may be viewed at:

<https://mus.edu/borpol/>

8.700 ADDRESSING THE BOARD OF REGENTS

Officers of the MTFA shall have the right to address the Board on relevant topics in any public comment portion of a Regents meeting. The MTFA shall provide advance notice of the topic to the Montana Tech administration and to the Commissioner. Officers of the MTFA who exercise this right are responsible for alternative arrangements to provide class coverage during the faculty member's attendance at the Board of Regents meeting. This provision does not preclude the Officers of the MTFA from requesting an item for placement on the Board agenda.

ARTICLE 9 - ACADEMIC FREEDOM AND RESPONSIBILITY

Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the

institution. Members of the faculty are expected and required to nurture, protect and exercise academic freedom and responsibility.

Teachers are entitled to freedom in the classroom, on campus, and off campus while in the course of fulfilling their obligations as Montana Tech faculty members, in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. The intent of this statement is not to discourage what is “controversial.” Controversy is at the heart of the free academic inquiry which the entire statement is designed to foster. This passage serves to underscore the need for teachers to avoid persistently intruding material which has no relation to their subject. In considering the appropriateness of an utterance in question, the Administration is encouraged to consider relevant associational norms, including but not limited to the norms of the disciplines to which faculty members belong and the norms of other appropriate college and university associations.

College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

If the administration feels that a teacher has not observed the admonitions in this statement and believes that the extramural utterances of the teacher have been such as to raise grave doubts concerning the teacher’s fitness for his or her position, it may proceed to pursue termination for cause. In pressing such charges, the administration should remember that teachers are citizens and should be accorded the freedom of citizens. In such case the administration must assume full responsibility.

The controlling principle is that a faculty member’s expression of opinion as a citizen cannot constitute grounds for dismissal unless it clearly demonstrates the faculty member’s unfitness for his or her position, nor can it constitute grounds for disciplinary/corrective action short of dismissal without just cause. Extramural utterances rarely bear upon the faculty member’s fitness for position. Moreover, a final decision should take into account the faculty member’s entire record as a teacher and scholar.

Academic freedom applies to both the individual faculty member and the institution.

ARTICLE 10 - RECRUITING AND SELECTING NEW FACULTY

10.100 PROCEDURES

Each opening, resulting from either a resignation, creation of a new position, or change from non-tenure track to tenure track, is an opportunity for the Institution to enhance its stature or broaden its educational resources in concert with its traditional and changing roles in both teaching and research. In choosing a faculty member, a thorough search, as outlined below, shall be conducted. The Department Head and faculty of the department where the new faculty member will reside shall have primary responsibility for the search. The Department Head shall consult with the Dean to establish the Search Committee. Procedures are as follows:

1. In recruiting faculty, it is the primary responsibility of the Department Head and the faculty of the department where the new faculty member will reside to describe the academic and professional qualifications of the position to be filled. Although the ultimate responsibility for the position lies with the Chancellor, this description shall be the product of an informative and participative dialogue among the relevant instructional or research faculty, Dean, and Provost/Vice Chancellor for Academic Affairs (P/VCAA).
2. The formal Search Committee selects final candidates from which the position shall be filled. The Search Committee shall normally consist of three faculty members representing the academic department and one faculty member from outside the department. Student involvement is encouraged and may include a non-voting student member appointed by the Department Head to the Search Committee. The Department Head may serve on the committee as one of the department members or serve as chair of the committee.
3. A terminal degree shall be the normal minimal requirement for faculty rank above instructor at Montana Tech. Exceptions to this, including either additional or lesser requirements, shall be determined by the affected department members in consultation with the Department Head, Dean and P/VCAA.
4. The Department Head, Dean, P/VCAA, or Office of Budget and Human Services shall assist the Search Committee in filling out required paperwork, providing salary guidelines, placing advertisements in appropriate journals, interviewing candidates, and insuring compliance with the Institution's responsibilities for AA/EEO and proper search and selection procedures.
5. A representative from the personnel office shall review AA/EEO requirements and appropriate campus policies with the search committee prior to the committee receiving applications for review.
6. The Search Committee is responsible for screening applicants, contacting references, interviewing candidates, and selecting final candidates for the

position consistent with institutional policies. The committee may, if it wishes, prioritize the finalists and recommend a top candidate to the Department Head, Dean and P/VCAA. The Chancellor, in conjunction with the P/VCAA, Department Head and Dean, makes a formal contract offer and informs the Dean, Department Head and Search Committee when an offer has been accepted.

7. It is the responsibility of the Search Committee and chairperson to notify all unsuccessful candidates when the position has been filled. All files shall be transferred to the Personnel Office within ten days upon completion of the search.
8. The appointing authority, or as delegated by the P/VCAA, informs all final candidates of their rights as a prospective faculty member and negotiates specific contract terms such as credit toward promotion and tenure, faculty rank, and salary in accord with the Personnel Requisition and Authorization (PRA). During the pre-employment interview with the prospective faculty member, the P/VCAA or Dean shall discuss tenure and promotion procedures and criteria.
9. In cases where it is not possible to employ a qualified person with a terminal degree (or other appropriate certification), a person with a lesser degree may be hired. If hired, the contract must spell out the specific terms under which the person is expected to earn a terminal degree or other appropriate certification.
10. After selection and hiring, the probationary faculty member shall be provided a Faculty/Staff Handbook by the P/VCAA or designee, and a contract letter explaining any time given toward tenure or promotion, and stating any other special criteria mutually agreed upon. After arrival on campus, the new faculty member is encouraged to meet with the Department Head or Dean to review the tenure and promotion process.
11. The P/VCAA shall establish and maintain an orientation process for new faculty and ensure that new faculty participate in said program. This orientation process shall include a brief presentation by a MTFA representative.
12. The Chancellor is the ultimate appointing authority for all positions at the Institution.

ARTICLE 11 - NEGOTIATIONS AND SUBMISSION OF PROPOSALS

By February 1 (four months prior to the expiration of the Agreement), the parties will exchange lists of new items and of those existing sections they intend to modify, amend, delete, or otherwise change. The scope of bargaining during the initial bargaining session shall be limited to provisions included on the exchange of lists.

However, both parties may expand their lists or raise new issues through two subsequent meetings (up to and including the third bargaining session). Nothing in this provision prevents either party from introducing new provisions or proposals after the third bargaining session for reasons that are permissible and in good faith under collective bargaining laws; however, neither party is obligated to agree with a particular proposal.

ARTICLE 12 - MANAGEMENT RIGHTS

The Association recognizes the prerogatives of the Employer to operate and manage its affairs in such areas as, but not limited to:

1. direct employees;
2. hire, promote, transfer, assign, and retain employees;
3. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
4. maintain the efficiency of government operations;
5. determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
6. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
7. establish the methods and processes by which work is performed.

ARTICLE 13 - FACULTY DEVELOPMENT

13.100 SABBATICAL ASSIGNMENT

A sabbatical assignment is a change of duties, which neither diminishes nor increases the extent of the person's employment with Montana Tech. The recipient remains employed by Montana Tech during the entire term of the sabbatical to the same extent employed while on regular assignment, regardless of the compensation agreed upon for the term of the sabbatical.

13.200 ELIGIBILITY

Any faculty member of the bargaining unit who has six (6) or more years of service at Montana Tech without a sabbatical shall be eligible for sabbatical assignment starting year seven (7). The separation of sabbaticals is traditionally a minimum of 7-year intervals. Subsequent intervals start only after the last sabbatical is complete with one exception: If a faculty member has not taken a sabbatical for justifiable reasons, they may apply for a sabbatical into year 1, 2 or 3 of the following sabbatical interval without

causing a delay to subsequent sabbaticals. Exceptions apply only to full-year sabbaticals; justifiable reasoning includes, but is not limited to:

- Funding availability
- Coordinating course coverage with a colleague
- Department support in times of reduced faculty

Service while on sabbatical shall be creditable service for all purposes to the same extent as a person's service while on regular assignment.

13.300 LIMITATIONS AND CONDITIONS

Sabbaticals are subject to the followings limitations and conditions:

1. Satisfactory programs or projects for sabbatical periods include research, travel, related work in other institutions or private or business organizations, or other activities which the Department Head, Dean, P/VCAA, and Chancellor agree will improve the staff member professionally, or which directly or indirectly benefit the campus and the state.
2. Sabbatical assignments shall normally be for a period of not less than one semester or more than an academic year for persons on academic year appointments and not less than one-half or more than one fiscal year for persons on fiscal year appointments; however, a person may request a shorter assignment.
3. Compensation for a full contract sabbatical assignment from campus funds may be granted for up to two-thirds (2/3) of an individual's regular contract for the academic or fiscal year. A single semester sabbatical assignment may be granted at full pay. Special compensation arrangements involving funds from other than campus sources must be agreed upon and approved in keeping with the following conditions:
 - a. Compensation paid during a sabbatical assignment may differ from that paid for regular assignment because it may involve funding from sources other than regular campus funds such as fellowships, assistantships, or other sources of limited income including funds available from grants or contracts administered by the campus.
 - b. All compensation must be received through the campus and no person may be additionally compensated for the time on sabbatical assignment by income from other employment during the same period.
 - c. Funds from non-campus sources must be made directly available to the campus for periodic disbursement to the person in addition to, or in lieu of, regular funds.
 - d. Funds from other sources may be used to supplement campus funds to increase the compensation up to, but not in excess of, that amount which

- the individual could have earned during the same period.
- e. Compensation in excess of that which could have been earned on regular assignment may be approved only if all campus funds have been replaced by funds from other sources.
 - f. Programs or projects, which necessarily involve employment by an employer other than the campus, may not qualify for sabbatical assignment but may be approved as leave without pay.
4. A recipient of a sabbatical assignment will be expected to return to campus for a period equal to the length of the sabbatical assignment or to repay money received from the campus while on leave.
 5. Persons on sabbatical assignment will continue to be eligible for employee benefits.

13.400 PROCEDURES

A reminder regarding sabbatical assignments shall be sent to faculty members from the P/VCAA no later than October 1 of each year. Applications for sabbatical assignment must be submitted to the P/VCAA by January 31 and should include an endorsement from the Department Head and Dean. The P/VCAA shall in turn make recommendations to the Chancellor. The P/VCAA's recommendations shall include a statement on the programmatic and financial impact of granting the requested sabbatical. The Chancellor shall notify the faculty member of the final decision no later than May 15.

For sabbatical assignment to be granted, an eligible faculty member must formally request assignment. The application for sabbatical assignment shall include:

1. A definitive detailed plan for the scholarly or professional use of the sabbatical;
2. Anticipated future values of completion of the program for the applicant, for the students, for the department, and for the campus;
3. A complete vita including a record of all professional activities;
4. A listing of the specific whole semester(s) or portion of fiscal year for which assignment is requested;
5. A description of any fellowship, grant or other arrangement which would aid in financing or otherwise supporting the proposed project;
6. The applicant's signed agreement to return to full-time service with Montana Tech for a period equal to the length of the sabbatical following expiration of the assignment or to refund the compensation paid by Montana Tech during such assignment unless this obligation is specifically waived by the Chancellor; and
7. The faculty member applying for the sabbatical and their department head should identify the applicant's courses that would need coverage during their sabbatical and a plan to cover these courses.

The Department Head shall develop a clear written understanding with the faculty member who is going on sabbatical assignment concerning what is expected of them while on that assignment (e.g., manuscripts, progress reports). This plan will be approved by the Dean and P/VCAA prior to approving the sabbatical.

Time spent on leave from Montana Tech does not earn service time toward eligibility for sabbatical assignment. The six (6) years of service required for sabbatical assignment eligibility must be completed by the time the leave is started, not necessarily by the time the application is filed.

Applications for sabbatical shall be submitted in a timely manner to allow for evaluation and approval. In granting sabbaticals, administration will be guided by the applicant's:

1. academic rank, if appropriate;
2. total length of service at Montana Tech;
3. type and quality of the proposed program with respect to the faculty member's discipline and regular assignment; and
4. performance in meeting agreed to expectations in previous sabbaticals.

ARTICLE 14 - FACULTY ORGANIZATION AND PROCEDURE

14.100 COLLEGIATE EVALUATION COMMITTEE

(applicable to tenure and promotion applications only)

14.110 Representation on the Committee

The campus Collegiate Evaluation Committee, comprised of two full-time, tenured, full professors and representative of each college of the Institution (two representatives from the School of Mines and Engineering and two from the College of Letters, Sciences and Professional Studies) will be established each academic year. Each academic Dean will arrange for the election of two representatives from his/her school/college, no later than November 1 and report the name of the representative to the P/VCAA.

14.111 Faculty Member Representative

In addition, each faculty member being evaluated may select a tenured faculty representative as a voting member of this committee. (This person need NOT be a full professor). Representation of the one additional member, therefore, may differ with each case being evaluated.

14.112 Committee Member Eligibility

Deans, Department Heads, MTFA Steward and members of the Academic Freedom and Tenure Committee or of the Grievance Committee, who might hear promotion and tenure appeals or grievance cases, are not eligible for this service.

14.120 Task of the Committee

Following the review of the portfolio of the person seeking promotion or tenure (or both) by that individual's department and school/college, including its Dean, the Collegiate Evaluation Committee, including the designated faculty representative, shall examine the faculty member's portfolio and will meet to discuss the materials. Those being evaluated will not be present, but the committee may choose to solicit further information or clarification of information from the individual or his/her colleagues. All such additional information shall be documented and included in the portfolio. Ultimately, the committee will write a positive, negative or qualified recommendation to accompany each portfolio under consideration; that packet will then be carried to the P/VCAA for consideration and for the continuation of the evaluation process.

This Committee will not rank or prioritize portfolios being reviewed.

Each faculty member seeking promotion or tenure will be apprised within five days of positive or negative recommendations at each step of this process (i.e., evaluation reports by the Department Head, Dean, Evaluation Committee, P/VCAA), and may modify and strengthen the application portfolio or abandon the process at any intermediate step. Documents may not be removed from the portfolio at any time. A record of any modifications, including the date upon which they were made, will be kept as a preface document to the portfolio. The individual with control of the portfolio has responsibility for enforcing this provision.

14.200 EVALUATION, TENURE AND PROMOTION

The following deadlines are followed by faculty with the rank of instructor, assistant professor or associate professor yearly. Full professors complete performance evaluations every third year. All portfolios must follow the guidelines outlined below.

14.210 Faculty Tenure and Promotion Application Deadlines

This section applies to tenured or probationary faculty applying for promotion or tenure and mid-term reviews.

On or before September 20:

Faculty wanting tenure/promotion notifies the Department Head of intent in writing. Accelerated promotions are also identified at this time.

On or before October 1:

Faculty sends mid-term tenure evaluations, tenure and promotion portfolios to Department Heads.

On or before November 1:

Department Head sends the mid-term tenure evaluations, tenure and promotion portfolio to Deans. Collegiate Evaluation Committee established.

On or before November 15:

The P/VCAA will call the first meeting for the purpose of the Collegiate Evaluation Committee to elect its chair.

On or before December 1:

Deans forward the mid-term tenure evaluations, tenure and promotion portfolio to the Collegiate Evaluation Committee.

On or before February 21:

The Collegiate Evaluation Committee sends mid-term tenure evaluations, tenure and promotion portfolios to P/VCAA.

On or before March 15:

P/VCAA sends mid-term tenure evaluations, tenure and promotion portfolios to Chancellor with written recommendations.

On or before April 1:

Faculty tenure and promotion recommendations are made by Chancellor and sent to the President for approval.

On or before April 15:

Notification of the President's tenure/promotion decisions provided to faculty candidates.

14.220 Tenured or Probationary Faculty Evaluation-Only Deadlines

This section applies to tenured or probationary faculty not applying for tenure or promotion.

On or before February 1:

Tenured or probationary faculty, who are not applying for tenure or promotion, submit annual evaluation portfolio to Department Head. A probationary faculty member who is a Department Head submits an annual evaluation portfolio to the appropriate Dean.

On or before March 15:

Department Head meets with probationary faculty and provides faculty with written assessment summary on progress toward tenure.

On or before April 15:

Department Head meets with tenured faculty and provides faculty with written assessment summary.

14.300 FACULTY TENURE

A tenurable appointment is an appointment to a teaching, research, or other faculty position that may lead to a tenured status as provided for in this section. Tenurable appointments shall be made at the rank of instructor, assistant professor, associate professor, or professor. The tenurable appointment is that of probationary status. The appointee remains in probationary status until the appointment is terminated or tenured status is awarded. Tenurable appointees shall be provided with a written agreement specifying rank, salary, academic unit in which the tenurable appointment is made, and other terms and conditions of employment at the time of appointment and reappointment. The campus will normally notify tenurable faculty members of the terms and conditions of their renewals for the coming academic year by May 1 in non-legislative years, or within 60 calendar days after the appropriation bill is signed by the Governor in years the legislature meets.

Unless an individual contract expressly provides to the contrary, the contract term for all tenurable appointees 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 term in excess of the academic year.

14.310 Probationary Appointments

The total time period of full-time service prior to the acquisition of continuous tenure shall normally not exceed seven academic years, which may include up to three years of full-time service in tenurable ranks at accredited, United States four-year institutions of higher education. Up to three years of credit for service at foreign four-year institutions of higher education at the rank of instructor or higher may be granted toward acquiring continuous tenure status by agreement among the faculty member, the Department Head, the Dean, the P/VCAA and the Chancellor.

Probationary credit for prior service must be agreed to in writing between the faculty member and the Chancellor prior to the initial appointment at the Institution. The campus shall require four academic years of full-time service at the campus before making an award of continuous tenure. Time spent on authorized leave of absence from the campus will not count as probationary period service, unless the faculty member and the Chancellor agree to the contrary, in writing, at the time leave is granted.

14.320 Reappointment and Non-Reappointment of Probationary Personnel

A tenurable appointee with probationary status (hereinafter referred to as a probationary appointee) has the right to serve the specified term of the appointment and may not be discharged without cause during that term.

Reappointment of probationary appointees shall be at the discretion of the employer. Written notice of non-renewal of a probationary appointee shall be mailed or given by the Chancellor or his designee by March 1 of the first year of service, by December 15 of the second year of service, and by June 30 prior to the final year of appointment in the third or later years of service.

Failure to provide a probationary appointee with the required notice period shall not result in automatic reappointment or create any right for an additional term. 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 employee is entitled, so long as the extension of employment or severance pay is commensurate with the notice to which the employee is otherwise entitled.

14.330 Tenure

Tenure is the right to reappointment from appointment term to appointment term until such time as the faculty member resigns, retires, is discharged for adequate cause or is terminated for reasons of financial exigency or program reduction, curtailment or discontinuance. Such reappointment shall be subject to the terms and conditions of employment, which exists at the commencement of each contract term. Those terms and conditions of employment are as expressly set forth in the policies adopted or authorized by the Board of Regents, and the terms and provisions of this collective bargaining agreement. Tenure is with the campus and resides within a specific department in which the faculty member is employed and not with the Montana University System. Tenure is awarded by the Board of Regents, following peer review and recommendation by the President, Chancellor and the Commissioner in accordance with Board of Regents policies and/or the Collective Bargaining Agreement.

The review prior to granting tenure and the subsequent recommendation to the Board of Regents will normally be made in the sixth year of employment. While normally the **seventh** contract of full-time employment carries continuous tenure status, 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 such future performance, not merely for completing a certain length of service. It is equally incumbent on the faculty member and the administration to insure 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. This section does not diminish any substantive rights for the acquisition of

tenure, which the faculty member may have acquired prior to the adoption of this policy.

14.340 Procedures to Apply for Tenure

Tenure is awarded by the Board of Regents following peer review and recommendation by the Chancellor, President and the Commissioner in accordance with Board of Regents policies and procedures established by the institution.

The granting of tenure shall be based on a combination of institutional needs and professional performance of the individual. Institutional faculty needs require that the Institution maintains a balance of faculty with respect to subject areas, and in some cases, specializations within a subject area; a balance of faculty within a program in relation to the number of faculty in the Institution; and a staffing pattern which meets changing student enrollment patterns. Providing that an individual fits within the institutional needs and the quality of current professional performance and the promise of maintaining that performance, a faculty member shall be awarded tenure based upon policies and procedures in this contract.

Faculty members seeking tenure shall prepare a summary evaluation portfolio according to the criteria given in the Departmental Performance Standards or, in the case where no departmental standards have been developed and approved, the criteria in General Performance Standards for Evaluation of Portfolios as outlined in this agreement, and submit it, together with supporting documentation, to the respective Department Head.

A faculty member may not be evaluated for tenure while on leave from Montana Tech. If a faculty member is on leave during the year in which tenure evaluation would normally occur, then the evaluation shall be postponed until the next year.

14.350 Midterm Tenure Evaluation

During the third year, or in the second year if two or more years are awarded towards tenure, the evaluation portfolio shall be evaluated at each administrative level including the Collegiate Evaluation Committee and forwarded to the Chancellor. The Chancellor shall give written feedback to the faculty member on his/her progress towards tenure.

14.360 Peer/Colleague Review of Faculty Performance

On or before March 1, the tenured members of each academic program shall be requested by the Department Head to provide an assessment of the progress toward tenure of each probationary faculty member with teaching responsibilities within that program using the tenure progress report form attached to this contract.

On or before March 15, the Department Head shall present a summary of those assessments to the appropriate faculty member each year of probationary service. The faculty member may include these statements of assessment in his/her formal application for tenure at the end of the normal period of probationary employment.

In unusual circumstances (e.g., a program with no tenured faculty members or a Department Head who is not tenured), the assessment proceedings shall be conducted by the Dean in appropriate consultation with the members of the Department and its Department Head.

14.370 Responsibilities of the Faculty Member and the Administration

The faculty member is responsible for assembling a file, which contains items to support the criteria being evaluated, as well as the results of student ratings for the previous six semesters, and having this material to the respective Department Head during the sixth year of creditable service at Montana Tech. At any stage during the evaluation process, additional information may be requested by the school/college Dean, the Collegiate Evaluation Committee, the P/VCAA, the Chancellor or the President.

The Department Head (or the Dean, in the event the Department Head is non-tenured) is responsible for his/her statement of evaluation as well as obtaining a written evaluation concerning the award of tenure from each of the tenured members of the department, and submitting the total file and statements to the Dean. Upon completion of his/her critique, the portfolio shall then be submitted to the Collegiate Evaluation Committee and then forwarded to the P/VCAA.

The P/VCAA reviews the total file and the prior annual evaluations and prepares a written statement on tenure and adds it to the file. The total file is then transmitted to the Chancellor. The Chancellor shall complete evaluation of the faculty member and send an abstracted file to the President with a recommendation.

The abstracted file shall consist of the faculty member's cover letter, current CV, and all letters of recommendation or assessment.

The final recommendation on tenure is made by the President based upon the file and the results of previous annual evaluations. A copy of the President's recommendation on tenure to the Board of Regents shall be provided to the candidate for tenure.

A faculty member may appeal a negative tenure recommendation by the Chancellor to the Academic Freedom and Tenure Committee within 15 calendar days of receipt of notification of the Chancellor's proposed action. The Committee shall make an inquiry and prepare a formal report to the President that shall be transmitted through the Chancellor's Office. In the case of a negative recommendation by the President, a faculty member may appeal the President's decision to the Commissioner of

Higher Education within 30 calendar days of receipt of notification of the President's proposed action. The President's recommendation, the Chancellor's recommendation, and the Committee's report shall be forwarded to the Commissioner of Higher Education for review.

14.400 PROCEDURES TO APPLY FOR PROMOTION IN RANK

14.410 Academic Rank

Montana Tech recognizes the following academic ranks:

Instructor: This rank shall include both instructors, those who generally teach lower division and certificate-level courses, and instructor/lab directors, those whose primary duties include teaching undergraduate laboratory courses, managing laboratories, supervising student employees and maintaining a safe laboratory environment. While levels may be available within the rank, it is not normally expected that an instructor would become a Professor. Continued excellence in duties described above, along with continued effort and accomplishment in the areas of professional development and service, are expected for continued employment.

In either case, there shall be three (3) levels: Instructor I; Instructor II; Instructor III. The minimum levels of education and experience for each level shall be:

- Level I: No degree through appropriate Bachelor's degree.
- Level II: Either an appropriate Master's degree or an appropriate Bachelor's degree with five (5) years of full-time related teaching or occupational experience.
- Level III: Appropriate doctorate degree or a Master's degree and five (5) years of full-time related teaching experience at an accredited post-secondary institution.

Assistant Professor: Assistant Professor is the normal entry-level rank for faculty associated with the baccalaureate and graduate programs. An Assistant Professor at the time of initial employment is not expected to possess a great deal of expertise in research, teaching and service, but the potential must exist for rapidly developing excellence in these areas.

Associate Professor: The rank of Associate Professor designates those who have achieved considerable expertise in research, teaching and service and are making a significant contribution in their field. Competence and accomplishment in all areas of evaluation are necessary for promotion to the rank of Associate Professor.

Professor: The rank of Professor is reserved for those who have reached the top of their profession. In order to be promoted to the rank of Professor, it shall be

necessary for a candidate to demonstrate excellence in two of three areas evaluated (teaching, research and service). Good effort and accomplishment must be demonstrated in the third area.

A faculty member without a terminal degree may be considered for promotion to full professor if he/she demonstrates excellence in the areas of teaching, service and research.

14.420 Years of Service Requirements

The following number of complete academic years of full-time service shall normally be required in rank prior to promotion. For promotion purposes, a complete academic year is defined as two semesters of the regular instructional sessions, not necessarily in the same catalog or calendar year.

Instructor I to Instructor II	5 years
Instructor II to Instructor III	5 years
Assistant to Associate Professor	4 years
Associate to Full Professor	5 years

14.430 Application Process and Assessment

Promotion in rank shall require the assessment of instructional performance, research and professional development, institution and public service, and progress toward a terminal degree (by those not holding such a degree) following the criteria and guidelines in the Departmental Performance Standards, or, in the case where no departmental standards have been developed and approved, the criteria in General Performance Standards for Evaluation or Portfolios as outlined in this agreement. It is the applicant's responsibility to minimize the subjective or qualitative information in an application for promotion by providing clear, concise statements of fact supported by quantitative evidence wherever appropriate and normally available. Further, it is the faculty member's obligation to demonstrate meeting the requirements for promotion by submitting a complete, timely application that fully addresses the requirements and criteria. Incomplete or late applications shall not be considered. All applications for promotion shall be acted on by the Chancellor.

The completed application file is transmitted through the faculty member's Department Head, Dean, the Collegiate Evaluation Committee and the P/VCAA. Each shall make a recommendation. The P/VCAA shall make a recommendation to the Chancellor. If the Chancellor recommends for promotion, the file shall be forwarded to the President. In the case of an affirmative decision by the President, the promotion shall be submitted to the Commissioner of Higher Education for action.

A faculty member may appeal a negative promotion recommendation by the Chancellor to the Academic Freedom and Tenure Committee within 15 calendar days of receipt of notification of the Chancellor's proposed action. The Committee shall make an inquiry and prepare a formal report to the President that shall be transmitted through the Chancellor's Office. In the case of a negative recommendation by the President, a faculty member may appeal the President's decision to the Commissioner of Higher Education within 30 calendar days of receipt of notification of the President's proposed action. The President's recommendation, the Chancellor's recommendation, and the Committee's report shall be forwarded to the Commissioner of Higher Education for review.

14.440 Accelerated Promotion

Under extraordinary circumstances, a faculty member may be considered for accelerated promotion either one or two years earlier than the normally requisite time in rank. Department Heads shall have responsibility for nominating extremely meritorious faculty members to their Dean according to the Departmental Performance Standards or, in the case where no departmental standards have been developed and approved, the General Performance Standards for promotion and tenure. Deans formally request that the P/VCAA consider an accelerated promotion for the specified faculty member and communicate to that faculty member his/her opportunity to assemble a promotion file. From that time, the accelerated promotion shall proceed in accordance with the faculty tenure and promotion application deadlines listed previously in this provision.

14.500 FACULTY SENATE

The MTFA, as the elected bargaining agent, retains exclusive right to negotiate and reach agreement on all matters pertaining to salaries, benefits, and terms and conditions of employment. Without waiving this right, the MTFA, the Board and the Administration 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., and in accordance with Faculty Senate by-laws.

ARTICLE 15 - OBLIGATIONS OF EMPLOYMENT

15.100 DURATION AND NATURE OF ACADEMIC YEAR CONTRACT OBLIGATIONS

The normal academic year contract period is August 16 to May 15th. Laboratory Directors will have a normal contract period of August 1 through May 31. The Association and Employer agree that there may be a need for faculty members to address issues outside of the contract period that originated from duties performed

while the employee was under contract. The Association and Employer agree that student graduation ceremonies are an important function to the mission of Montana Tech and faculty are encouraged to attend graduation ceremonies.

The primary professional responsibilities of Faculty Members are teaching, research, specialized educational services, and service to campus, community and the profession. These responsibilities include, but are not limited to, advising and registering students; participating in departmental and campus activities; assessment; curriculum development; recruitment; participating in campus and System committees; keeping office hours scheduled at times convenient for students; participating in functions of unique significance to the academic community; and other activities as assigned by the Department Head or Dean. The responsibilities of teaching duties, research, and service extend beyond the classroom and other direct student contact duties.

Instructional activities encompass more than just classroom teaching. Other aspects of instruction may include, but are not limited to: academic and thesis advising, supervision of instructional activities such as cooperative work experiences, practica, field trips and internships; instructional management; tutoring; curriculum and course development; creation of teaching and instructional materials; and supervision of laboratory activities. Also, included in the work associated with instruction may be the implementation of instructional systems and strategies, distance-learning technologies, student evaluation and assessment.

In addition to instruction, a faculty workload may include research, scholarly activities, or creative endeavors; service to the academic community, the government, the private sector, and other public interest groups; outreach programs; student advising and counseling; equipment and facilities development and maintenance; and information systems development and implementation or serving as a program coordinator.

The Employer recognizes that Faculty Members are professional employees and experts in their fields.

15.200 PROFESSIONAL ACTIVITIES IN ADDITION TO REGULAR CAMPUS RESPONSIBILITIES

15.210 Montana Tech-Sponsored Professional Services

No employee of Montana Tech may accept additional compensation for providing to the same clientele the same services which are part of his/her assigned Campus duties. In particular, no faculty member may receive compensation for tutoring students of Montana Tech. Consultation with other faculty members is considered part of the normal activity of the faculty member. No person on academic or fiscal year contract may earn compensation from Montana Tech for service in addition to regular salary during any day of regular employment during the term of the contract unless there has been prior written approval.

Prior to performance of any services for extra compensation to be paid by or through Montana Tech, both the rate and the aggregate amount thereof must be approved in writing by the P/VCAA. No compensation for services in addition to regular salary may be approved except on the recommendation of the Department Head and Dean.

A project director or principal investigator has the responsibility to perform the requirements and to remain within the approved budget for any sponsored program. If a project director or principal investigator fails to perform the requirements of a sponsored program or exceeds the approved budget, the matter shall be reviewed by the Vice Chancellor for Research (VCR). If the VCR determines that the failure resulted from the principal investigator's poor management or professional practices or failure to adhere to Montana Tech policies, the VCR in consultation with the P/VCAA and Dean may remove an individual as an authorized project director or principal investigator on any sponsored program and may refuse to permit any individual from serving in such a capacity on proposed sponsored programs.

15.220 Research Conclusions

In accordance with BOR Policy 401.2, Inventions and Patents and Policy 401.3, Copyrights, research, if sponsored by agencies of federal, state, or local government, or if un-sponsored but supported by Montana Tech funds for released time, supplies, or service, is in fact supported by taxpayers. The researcher must ensure that the findings from Montana Tech or government sponsored research are made public before utilizing such findings for personal gain on behalf of a private client as part of a consulting engagement or otherwise giving advantage to a particular party or firm. However, the above statement is not to be interpreted to mean that the public has a right to the field notes, raw data, research notebooks, or working papers of a researcher. Neither is the above statement to be interpreted as a waiver or denial of existing regulations on the use and distribution of data, the premature release of which would jeopardize the public interest.

15.230 Reporting

Faculty may engage in a limited amount of private consulting provided it does not interfere with the performance of regular institution duties. This means any additional activity beyond duties assigned by the institution, professional in nature and based in the appropriate discipline for which the faculty member receives additional personal compensation during the contract year. At the beginning of each academic year, each bargaining unit member shall inform the P/VCAA of any outstanding contracts wherein the department member receives compensation for services. Faculty members are required to get permission prior to receiving any compensation outside of the base contract for services to be performed during normal work hours.

In order to provide maximum flexibility of the faculty in their performance of consulting assignments, the amount of time per week need not be specified. However, the total days of consulting shall not exceed 40 days in any one academic year. Permission to engage in consulting engagements totaling more than 40 days in any academic year shall be considered on their own merit and may be approved on an individual basis by the appropriate Department Head, Dean, P/VCAA, and by the Chancellor.

15.240 Training

On occasion, Montana Tech may require faculty to attend mandatory training (i.e.- State, Federal, Regional Accreditation, Montana Board of Regents, etc.). Montana Tech will make every effort to schedule mandatory training on the last three business days before the start of the fall and spring semesters. Montana Tech will make every attempt to give faculty at least 30 days' notice of the required training event(s). Faculty who are unable to attend mandatory training shall complete a Montana Tech approved alternative training within 30 days of his/her return to campus.

ARTICLE 16 - COMPENSATION

16.100 INDIVIDUAL SALARY BASE

The salary base for determining the salary increase for members of the bargaining unit currently employed shall be the unit member's preceding contract amount excluding any extra compensation increments. Upon initial hiring, the salary for the first contract period shall be the salary specified in the letter of offer.

In cases where the external funding sources allow, there shall be two types of base salaries: those based on state-appropriated funds and those based on external sources such as research grants and contracts. Individuals may be hired into positions supported through external sources at a rate higher than an appropriated base would support. When such individuals enter into state-appropriated positions, the P/VCAA shall establish a new base salary. In cases where the state-appropriated position is being held for the first time, the salary base shall be no less than the salary floors indicated in this contract. Those members of the bargaining unit who already have an established individual base salary based upon state-appropriations may be hired into externally funded positions at a base higher than their state appropriated base, but shall relinquish that higher base upon conclusion of the grant or contract activity, as outlined above.

16.120 Normal Increase

Fiscal Year 2020 (or 2019-20 Academic Year)

Effective the first day of the pay period that includes January 1, 2020 the normal salary increase for full-time equivalent faculty members shall be 2%. New hires will not be eligible for the normal increase in the year their employment becomes effective at Montana Tech.

Fiscal Year 2021 (or 2020-21 Academic Year)

Effective the first day of the pay period that includes January 1, 2021 the normal salary increase for full-time equivalent faculty members shall be 2%. New hires will not be eligible for the normal increase in the year their employment becomes effective at Montana Tech.

16.130 Promotion-Based Increase

Fiscal Year 2019

Faculty members promoted during the 2019-2020 academic year to the rank of associate professor or instructor II, consistent with the promotion procedures of this contract shall have an amount equal to \$4,000 added to their base salary effective August 16, 2019. Faculty members promoted during the 2019-2020 academic year to rank of professor or instructor III, consistent with the promotion procedures of this contract shall have an amount equal to \$6,000 added to their base salary effective August 16, 2019.

Fiscal Year 2020

Faculty members promoted during the 2020-2021 academic year to the rank of associate professor or instructor II, consistent with the promotion procedures of this contract, shall have an amount equal to \$4,000 added to their base salary effective August 16, 2020. Faculty members promoted during the 2020-2021 academic year to rank of professor or instructor III, consistent with the promotion procedures of this contract, shall have an amount equal to \$6,000 added to their base salary effective August 16, 2020.

16.140 Inversion Adjustments

The Employer will consider requests for salary adjustments based on inversions on an individual basis.

16.150 Department Head/Program Head Stipend

Contingent upon the performance of duties described in section 22.500, extra compensation for department heads shall consist of a \$5,000 stipend to the annual salary and a 3-credit course workload reduction per semester. During the summer, department heads are obligated to work up to an additional 12 days beyond the normal 9-month contract. The specific dates worked are according to the needs of the department, college/school, or other administrative purpose.

In instances where an academic unit is supervised by a Program Head, the Dean, in consultation with the Provost, shall determine whether or not the Program Head is acting in the same capacity as a Department Head. If it is determined that a Program Head is performing the duties required of a Department Head, then the Program Head shall receive the same extra compensation and workload reduction granted to a Department Head. Program Heads that are granted extra compensation and workload reduction are also obligated to work up to an additional 12 days beyond the normal 9-month contract. The specific dates worked are according to the needs of the department, college/school, or other administrative purpose.

16.200 SALARY FLOORS

The minimum salary for instructors, assistant professors, associate professors, and professors on academic and fiscal year contracts shall be determined using the schedule of floors included in this Section. The schedule of salary floors applies to full-time academic year faculty. Fiscal year faculty floors shall be 1.22 times the academic year salary floor. Salary floors shall be prorated for appointments of .50 FTE and above.

Professor	\$58,500
Associate Professor	\$49,500
Assistant Professor	\$45,000
Instructor III	\$39,700
Instructor II	\$32,800
Instructor I	\$28,000

16.210 Contract Conversion

The only conversions governed by this Section include conversions from and to the same type of base salary; i.e., state-appropriated to state-appropriated, or externally funded to externally funded. In no case shall these provisions be applicable to mixed conversions, such as state-appropriated to externally funded, or externally funded to state-appropriated.

- Any employee within the bargaining unit who is changed from an academic year appointment to a fiscal year appointment within the bargaining unit shall thereafter receive at least 1.22 times the academic year salary received at the time of the change and shall be entitled to accrue vacation leave as provided by the BOR Policy.
- Any employee within the bargaining unit who is changed from a fiscal year to an academic year appointment within the unit shall be compensated at a salary determined by dividing the fiscal year salary, less any stipend for administrator or other special duties, by 1.22 and shall cease to be entitled to take or accrue annual leave.
- Any employee within the bargaining unit who is changed from an academic year appointment to an academic year plus one (1) month (AY+1) position shall receive at least 1.11 times the academic year salary received at the time of the change.
- Any employee within the bargaining unit who is changed from an academic year plus one (1) month position to an academic year appointment within the unit shall be compensated at a salary determined by dividing the AY+1 salary, less any stipend for administrator or other special duties, by 1.11.
- A similar conversion may be made from a fiscal year position to an AY+1 position or visa versa by first converting to an academic year salary and adjusting to either an AY+1 or fiscal year position.

16.220 Salary Prorated

Compensation for regular academic or fiscal year contract services for part of a contract or pay period, and any compensation for services other than that incidental to regular academic year, academic year plus one (1) month, or fiscal year service shall be made on the basis of a daily or hourly rate determined by dividing the academic year salary by 195 days or 1560 hours, the academic year plus one (1) month salary by 217 days or 1736 hours, or the fiscal year salary by 260 days or 2080 hours. A covered faculty member working full-time for one semester shall receive one half (1/2) of the academic year base salary.

16.300 SUMMER SESSION AND OVERLOAD COMPENSATION

16.310 Summer Session Compensation

The purpose of summer session is to offer students the following:

1. The same quality of instruction as is provided during the academic year,
2. A variety of courses covering a diverse group of subjects, and
3. An opportunity to remove deficiencies or get ahead in progress towards a degree.

Summer session pay for faculty covered by this contract will be determined in the following manner:

1. Faculty teaching full-time will be compensated at 2/9ths of the state funded academic year base salary (excludes salary supplements and professorships).
2. A full-time teaching load will be defined as eight (8) or more credits of fully subscribed classes.
 - a. A fully subscribed class is defined as 10 students. The students in all classes in a faculty member's teaching load will be combined and averaged to meet this requirement.
 - b. If a faculty member's average is less than 10 students per class, the compensation will be prorated by dividing the average by 10 and multiplying by the 2/9ths or by eliminating a class or classes to bring the average to 10 or greater.
 - c. Student enrollment on the first day of class or the 5th day of class, whichever is higher, will be used to calculate faculty compensation as described above (b).
3. The salary of a faculty member teaching less than eight (8) credits will be prorated to reflect the less than full-time teaching load.
4. A class may be cancelled by Montana Tech if the enrollment is deemed inadequate or a determination is made that the class should not be offered.

Assignment of summer session teaching will be at the discretion of the Department Head and Dean.

16.320 Overload Compensation

If it is determined that a faculty member is teaching an overload, that faculty member will be compensated at \$1,100 per credit of overload. Based on market demands and inflation, the per credit amount may be increased by the Employer for all individuals receiving overload.

16.330 Web-based Courses

Faculty are eligible to receive \$3,000 per web-based course development agreed upon between the faculty member, Department Head and dean.

16.400 GROUP INSURANCE

Employer contributions for eligible employees of the Montana University System group insurance plan shall be in accordance with state statute MCA 2-18-703.

16.500 RETIREMENT SYSTEMS

16.510 TRS

Montana Teachers' Retirement System

Faculty who participate in the teachers' retirement system are subject to retirement provisions as outlined in Section 19-4-101, et seq., MCA.

16.520 ORP

University System Optional Retirement Program (TIAA-CREF) Faculty who participate in the University System Optional Retirement Program (TIAA-CREF) are subject to the retirement provisions appropriate to their individual contracts and elected options. Authority for participation in the Optional Retirement Program is found in MCA 2001, 19-21.

16.600 BUDGET RESCISSIONS

In the event Montana Tech has its appropriation reduced during the term of this agreement, those portions of this agreement which are contingent upon the availability of resources may be opened for renegotiations by mutual agreement of the parties.

16.700 CONTINGENCY PROVISIONS

In the event that general fund, millage revenue, and student incidental fee revenue is insufficient, in the judgment of the Employer, to fund the compensation provisions of this contract, the Employer retains full discretion to respond to the revenue shortfall by terminating the employment of faculty pursuant BOR policy 710.2.1 regarding financial exigency.

16.800 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 940.13 item I. The number of courses a faculty member may take may be limited and access to courses shall be on a space available basis. Partial tuition waivers for dependents are subject to BOR policy 940.32.

16.900 MERIT AWARDS

Implement up to six (6) merit awards for members of the bargaining unit in Fiscal Year 2020 and up to six (6) merit awards for members of the bargaining unit in Fiscal Year 2021 per the terms and conditions of the collective bargaining agreement. Each merit award shall consist of a \$2,000 base increase.

ARTICLE 17 - COPYRIGHT, INVENTIONS, AND PATENT POLICIES

17.100 COPYRIGHT POLICY

Copyright procedures shall be administered as follows:

1. Works produced by a faculty member in connection with an approved and sponsored research project are treated in accordance with the agreement negotiated with the sponsor. In the absence of such agreement or to the extent such agreements do not fully address ownership of works produced, such works shall be treated in accordance with numbers 2 and 3 of this section.
2. When a faculty member is:
 - a. assigned work or responsibilities for the specific purpose of developing visual aids, manuals, public relations material, or printed or recorded copyrightable works, or
 - b. assigned work or responsibilities, or uses University facilities, equipment, and/or assigned time, for the purpose of developing computer programs, electronically deliverable courses, or other electronic/digital copyrightable works,

then, the works produced pursuant thereto and all royalties therefrom shall be the property of the University. Such assignment shall be indicated either on the individual employment contract or in a separate document countersigned by the employee. Should the University and the employee agree to a division of royalties such division must be included in the contract or in a separate document countersigned by the employee. If the University does not wish to copyright the work, the faculty member may obtain a written release from the Chancellor and may then copyright the work in his/her own name. Upon written request for release by the author, the University will respond within thirty (30) days.

3. When a faculty member develops copyrightable works other than those defined in numbers 1 or 2 above, he/she shall have sole right or ownership and disposition of such works. When such works are produced, developed, or authored through the use or with the aid of University facilities, personnel, or other resources, the University must be reimbursed for the fair market value of the use of any such facilities, personnel, or resources, except those considered part of the normal academic environment including library facilities. Manuscripts or works of art designed for publication in media where no remuneration is given the author(s) are exempt from this reimbursement requirement.

This section applies to materials developed by members of the bargaining unit for "distance" and "distributed" learning and other electronically deliverable course materials. Further, except to the extent otherwise limited by applicable Board of

Regents copyright policies and this section above, the member of the bargaining unit who develops such materials as the sole creator shall retain full editorial control over and intellectual property rights to the content and shall be the sole judge as to whether or not course materials over which he/she has such control and rights shall be offered electronically. In no case should it be understood or construed that individual faculty members have intellectual property rights to individual courses or to the curriculum as a whole, but only to the content.

4. If a faculty member develops a copyrightable work as governed in number 3 (above), but the faculty member decides to assign copyright to the University, and the University accepts the assignment, the royalties and other income from the copyright will be distributed in the same manner as from patents, as described in BOR policy 401.3.

17.200 INVENTIONS AND PATENTS POLICY

All employees in the bargaining unit shall adhere to BOR Policy 401.2 and any other applicable policies or statutes with respect to patentable inventions or discoveries.

ARTICLE 18 - LEAVE OF ABSENCE AND FACULTY EXCHANGE

18.100 COMPENSATED LEAVES

18.120 Maintenance of Rights

A tenure-line faculty member returning from compensated leave shall return to the same position and compensated leave time shall be regarded as regular employment time.

18.130 Professional Leave and Travel

Faculty members may be permitted sufficient time away from their regular assignments to attend scheduled professional meetings or conferences or otherwise to further their research or professional interests through a short term period of travel upon approval by the Department Head or Dean. The faculty member must make adequate arrangements for course coverage while travelling during the academic year. The Department Head must agree to adequate coverage in advance of travelling. Examples of adequate coverage include but are not limited to: alternative assignments; on-line work; guest presenters or lecturers; and pre-recorded lectures. Subject to the availability of funds such faculty member may apply for reimbursement for travel and other authorized expenses incurred in attendance of such meeting or trips in accordance with state statutes regarding travel.

18.140 Sick Leave—Definitions and Regulations

18.141 Earning Sick Leave

Sick leave credits shall be earned at the rate of one (1) day for each month of service. Prorated leave benefits shall be granted those employees .50 FTE or more.

Sick leave credits may not be accrued during a leave of absence without pay. Sick leave credits earned at Montana Tech shall remain credited to the faculty member's sick leave account. Sick leave charges in excess of earned sick leave credits shall be charged to leave without pay.

18.142 Uses and Abuses of Sick Leave

Faculty are entitled to take sick leave after they have been continuously employed for ninety (90) calendar days. Upon completion of the qualifying period, the employee is entitled to total sick leave credits earned.

It is the responsibility of the faculty member to assure proper reporting of the use of sick leave for record keeping purposes. Any illness, medical appointment, or emergency which necessitates use of sick leave shall be reported by the faculty member to the Department Head as soon as possible. The Department Head reports the sick leave to the personnel office each month.

A physician's certificate or other evidence to substantiate a sick leave charge may be required by the Department Head in case of a lengthy absence or if a question of abuse exist.

Any statutory holidays that fall during a period that an employee is on sick leave shall be charged as a holiday and not taken off the total accumulated sick leave.

Advancing sick leave credits after an employee's earned sick leave credits have been expended is expressly prohibited unless provided through a sick leave grant in accordance with campus policy.

Abuse of sick leave is cause for dismissal. Abuse occurs when there is misrepresentation of the actual reason for charging an absence to sick leave, when an employee uses sick leave for unauthorized purposes or when an employee neglects to report sick leave.

A faculty member who terminates employment with Montana Tech is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the faculty member's salary at the time employment terminates with Montana Tech. A faculty member who is selected for

employment by another institution of the Montana University System and who accepts such employment without a break in service shall be credited by the hiring institution with that amount of accumulated sick leave credit on the last day of service with Montana Tech.

Sick leave shall not accrue during a leave of absence without pay.

18.150 Military Leave

Military leave is covered under BOR 708.1.1, MOMS 3-0321 and state statute.

18.160 Vacation Time

Full-time faculty members on fiscal year twelve (12) month contracts shall earn annual vacation leave in accordance with BOR policy 801.14.1(f). Vacation leave shall not accrue during a leave of absence without pay.

The use of vacation leave is subject to the approval of the faculty member's supervisor with regard to the best interest of the state as well as the faculty member. Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the last day of the calendar year. Excess vacation time is not forfeited if taken within ninety (90) calendar days from the last day of the calendar year in which the excess occurred. Unless terminated for cause, a faculty member is entitled to compensation for unused annual vacation leave.

18.170 Faculty Exchange

Faculty members participating in an approved Faculty Exchange program shall continue to be considered faculty of Montana Tech.

18.200 LEAVE WITHOUT PAY

18.210 Application and Approval for Leave

The faculty member must submit a written request for leave to the Department Head stating the reasons for the leave, the proposed period of absence, and the date of return. The Department Head, Dean, P/VCAA, Vice Chancellor for Administration and Finance, and Chancellor must approve the leave before it shall be granted. Leave without pay will be granted in accordance with BOR policy 801.3.

18.220 Professional Leave

Leaves of absence without pay may be granted for a period normally not to exceed one (1) academic year. However, tenured or probationary faculty members, with the approval of the Department Head, Dean, P/VCAA, Chancellor, and Vice Chancellor

for Administration and Finance may take leave without pay for a period of up to two (2) academic years. While on leave, the faculty member shall be subject to the provisions of the regular faculty evaluation procedures for purposes of salary and promotion. Upon return, the faculty member shall assume the rank and salary as determined by the regular evaluation procedure. A faculty member cannot be evaluated for tenure while on leave without pay from Montana Tech. Normally, a faculty member shall provide the Department Head and Dean with six (6) months notice of the intent to take such leave.

18.230 Extraordinary Leave

Leaves may be granted for such reasons as continuing poor health or disability, maternity and child care, or other personal reasons. Extraordinary leaves shall not be counted toward the years of service (probationary or tenured) of the faculty member or for purposes of salary or promotion. No extraordinary leave may exceed one (1) calendar year.

18.240 Public Service Leave

Faculty members elected or appointed to public office may request and Montana Tech may provide leave without pay for up to one (1) year.

18.250 Leave for Jury Duty and Subpoena

Any faculty member summoned as a juror or subpoenaed as a witness may elect to take leave without pay and retain all fees and allowances paid for such services, or not to take leave and forward all fees paid for such services to the Budget and Human Services Office of Montana Tech to be applied toward the salary due from Montana Tech for the period of service. A faculty member is not required to remit any expense or mileage allowances paid by the court.

18.260 Disability

Employment matters involving disability will be administered in accordance with the Americans with Disabilities Act and the Family Medical Leave Act.

ARTICLE 19 - SANCTIONS, SUSPENSIONS, AND TERMINATIONS

19.100 SANCTIONS

Any employee in the bargaining unit may be subject to disciplinary sanctions. Warning letters and formal reprimands may become part of the faculty member's personnel file and may be used in conjunction with subsequent personnel considerations for four (4) years following the date of the sanction. After four (4) years, the letters and reprimands

and all references thereto shall be removed from the employee's personnel files unless there are repeated proven and documented violations within the four-year period establishing a pattern.

Warning letters and formal reprimands that are applicable to pending legal or quasi-legal proceedings may be retained in the personnel file for longer than four (4) years, but must be removed upon the conclusion of the legal or quasi-legal proceeding if no documented proven pattern exists as described above.

19.200 CAUSES FOR DISCIPLINE OR DISCHARGE

The employer may discipline or discharge employees for just cause and with due process, which includes but is not limited to the following:

1. conviction of a felony or of a crime involving moral turpitude during the period of employment at the institution or the willful concealment of such crime in making application for employment;
2. conviction of theft of Montana Tech property or property in the custody of Montana Tech;
3. fraud or deliberate misrepresentation of professional preparation, accomplishment or experience in connection with initial hiring or in the submission of materials for evaluation for promotion, tenure or salary adjustment purposes;
4. plagiarism in professional papers or reports, or deliberate falsification of College records;
5. deliberate failure by the faculty member engaged in private consulting to inform his/her client that the faculty member is acting as a private consultant and not as a representative of Montana Tech;
6. violation of the conflict of interest provisions of this contract;
7. exploiting or abusing students or employees, including sexual harassment;
8. failure to carry out the responsibilities of a faculty member;
9. violation of policies;
10. abuse of sick leave;
11. unreasonably endangering the welfare or unethical exploitation of students, employees, or campus visitors; and
12. gross insubordination.

19.300 DISCIPLINE OR DISCHARGE FOR JUST CAUSE PROCEDURE

The following procedures shall be observed in all cases of discipline or discharge of non-tenurable, probationary or tenured appointees for just cause:

19.310 Determination to Discipline

If the Dean determines that disciplinary action for cause should occur, the Dean shall prepare a formal statement of the charges which shall be served on the

employee. The employee shall be accorded an opportunity to rebut the charges. Both a copy of the charges and of the rebuttal shall be placed in the employee's personnel file. If the faculty member believes that this action was in violation of the terms of this contract, the faculty member has the right to grieve this action.

19.320 Determination to Bring Charges

If the Dean is informed of any information regarding grounds for cause or any request that charges be brought, the Dean or designee(s) shall conduct an investigation and determine the action to be taken. If the Dean determines that termination for cause proceedings should be initiated, he/she shall prepare a formal statement of charges which shall be served on the employee.

19.330 Request for Hearing

Within twenty (20) days of the service of the statement of charges, the employee shall indicate to the P/VCAA in writing whether a formal hearing is desired. If no response is received within the time specified, the right to a hearing is waived.

19.340 Faculty Service Committee (FSC)

If a formal hearing is requested, it shall be scheduled and conducted by the FSC. The FSC shall consist of one (1) faculty member on continuous tenure appointed by the Board of Regents, one (1) faculty member on continuous tenure appointed by the Chancellor and one (1) faculty member on continuous tenure elected by the faculty. The committee members shall serve a twelve-month (12) term, to commence on September 1. Whenever a vacancy occurs, a successor shall be appointed by the appropriate body or individual to fill the unexpired term. A member of the committee shall remove himself/herself from the case, either at the request of a party or on his/her own initiative, if he/she deems himself/herself disqualified for bias or interest. Any member so disqualified shall be replaced for purposes of the hearing by a temporary member appointed by the original appointing authority. Each party to a hearing shall have one (1) peremptory challenge.

19.350 Notice of Hearing

Notice of the time and place of the hearing and the names of the FSC shall be mailed to the employee charged at least twenty (20) days prior to its scheduled date. The notice shall contain the dates, times, places, and persons involved in the acts or omissions upon which the charges are based; a concise statement of the relevant facts which shall be placed in evidence; the names of any persons who shall testify and the substance of their testimony; and copies of any documents which shall be submitted in support of the charges alleged.

19.360 Employee's Answer

At least ten (10) days prior to the scheduled hearing, the faculty member shall deliver to the P/VCAA a written answer to the charges which shall include: the names of any witnesses who shall be called to testify for the faculty member and the substance of the testimony of each; copies of any documents which shall be submitted into evidence by the employee; and a concise statement of the substantive points of the employee's defense. The answer shall also indicate whether the employee prefers an open or closed hearing.

19.370 Hearing Procedure

Where consistent with Montana law, the employee shall have a right to have a closed hearing. The employee shall have the right to representation of his/her choice, a verbatim record of the hearing available at cost, and assistance from the employer in obtaining evidence or cooperation of witnesses. The employer shall have the burden of going forward with the evidence and the burden of proof shall be a preponderance of the evidence. The strict rules of evidence need not be applied. Witnesses and documents in addition to those specified in the notice and answer may be presented at the hearing. However, either party shall have the right to request postponement in the event of valid surprise. Both parties shall have the right to cross-examine witnesses and to make both opening and closing remarks. Giving testimony or presenting evidence when so requested shall be an academic responsibility. Upon conclusion of the presentation of all evidence and argument by both parties, the FSC shall retreat to executive session. Within ten (10) days of the date of the hearing, the FSC shall have voted for discharge or retention.

19.380 Transmittal of Recommendation

The Chair of the FSC shall mail the written recommendation of the FSC to the employee and the Chancellor within fifteen (15) days of the date of hearing.

19.385 Right of Appeal

Within fifteen (15) days of receipt of the written recommendation of the FSC the employee may appeal the recommendation.

19.390 Appeal Hearing

The Chancellor or designee shall schedule a meeting with the employee and hear the appeal within fifteen (15) days of receipt of the appeal.

19.395 Final Disposition

The employee shall be notified of the Chancellor's decision in writing within twenty-five (25) days following the recommendation of the FSC. The twenty-five (25) days

allows the employee fifteen (15) days to appeal the FSC's recommendation and the Chancellor ten (10) days to render his decision if no appeal is made. This notification shall include specification of cause(s) for discharge as stated in this contract. The decision shall constitute the final administrative action and may be grieved as to procedural matters only. The remedy on grievance shall be limited to correcting the procedural defect by remanding the matter for remedial action, but may not reverse a substantive decision or academic judgment.

19.400 RETRENCHMENT

Retrenchment is the termination of tenured faculty members for financial exigency or programmatic reasons. The procedures for retrenchment for financial exigency are included in BOR 710.2.1.

19.500 RESIGNATIONS

A member of the bargaining unit who wishes to resign from Montana Tech shall give notice thirty (30) days after receiving notice of terms of appointment for the succeeding academic year, or April 15, whichever is later. Resignation letters shall be signed and dated; the reasons for resigning shall be stated; the date upon which the resignation is to be effective shall be specified; and the letter shall be given to the Dean.

19.600 RETIREMENT

Retirement shall be governed by applicable state and federal statutes.

ARTICLE 20 - GRIEVANCE PROCEDURE AND ARBITRATION

20.100 DEFINITION

A grievance is defined as an alleged violation of an express provision of the collective bargaining agreement. Grievances shall be resolved in accordance with the procedure set forth in this article.

20.200 CONTENTS

A formal grievance is timely and eligible for the grievance and arbitration procedure if it is filed within **twenty-five (25)** days following the act or omission giving rise to the grievance (or **twenty-five (25)** days following the date the grievant knew or should have reasonably known of the act or omission). All formal grievances must be submitted by the MTFA on behalf of the grievant. The grievance must be submitted in writing to the Chancellor or designee and must include:

1. a factual description of the grievable event;

2. identification of the express contract language alleged to have been violated;
3. an explanation of how the contract language was violated, and;
4. a statement of the remedy the grievant desires to resolve the grievance.

20.300 PROCEDURES

Step 1 – Informal Grievance Resolution

The intent of any conciliation procedure is to resolve difficulties in an amicable and timely manner. Within **ten (10)** days of the occurrence of the issue being grieved, the grievant and/or MTFFA representative should try to work out the difference with the person, department or office involved on an informal basis.

Step 2 – Formal Grievance Submission

If the grievance is not resolved informally at Step 1, a formal grievance shall be presented, by the MTFFA representative, in writing within fifteen (15) days following failure to meet informal resolution. The Chancellor or Chancellor's designee and the grievant shall meet within ten (10) days of the Chancellor's receipt of the written grievance. The grievant may choose to bring an Association representative to the meeting. At the meeting, the Association has the right and obligation to present all evidence in support of the grievance. The Chancellor or designee shall issue a written decision within ten (10) days following the meeting. If the Association is dissatisfied with the decision of the Chancellor or designee, the Association may advance the grievance to Step 3.

Step 3 – Submission to President

Within ten (10) days of the issuance of the Chancellor's decision at Step 2, the grievant may submit the written grievance with a copy of the Chancellor's decision to the President. The President or President's designee shall issue a written decision within ten (10) days following the receipt of the grievance. If the Association is dissatisfied with the decision of the President, the Association may advance the grievance to Step 4.

Step 4 – Submission to Commissioner

Within ten (10) days of the issuance of the President's decision at Step 3, the MTFFA may notify the Commissioner of Higher Education of the union's intent to advance the grievance to arbitration. Only the alleged violations of the collective bargaining agreement identified in the original grievance may be considered in arbitration. Upon mutual agreement, the parties may use grievance mediation prior to, or in lieu of, arbitration.

20.400 TIME LIMITS

Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties. A grievance not filed or advanced within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the most recent management decision. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the grievant to proceed to the next step within time limits provided.

20.500 ARBITRATOR SELECTION

The Employer and Association shall select an arbitrator from a list provided by either the Montana Board of Personnel Appeals or the Federal Mediation and Conciliation Service.

20.600 ARBITRATOR'S AUTHORITY

The arbitrator shall not add to, subtract from, or modify the terms and conditions of the collective bargaining agreement. The decision or award of the arbitrator shall be final and binding.

20.700 EXPENSES

The fees and expenses of the arbitrator shall be divided equally between the parties. Other than the fees and expenses of the arbitrator, each party shall bear its own arbitration expenses. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay all costs. If each party requests a transcript, they shall share equally the cost.

ARTICLE 21 - WORKLOAD

21.100 WORKLOAD ASSIGNMENT

Department Heads are responsible for assigning faculty workload, subject to the approval of the Dean and P/VCAA. The instructional portion of the workload shall be that deemed sufficient to meet programmatic needs as determined by the Department Head and Dean in consultation with department faculty.

While it is not expected that the teaching portion of workloads be identical within and among departments, assignments will be made relative to the total activity of faculty including research, scholarship, creative activity, service and administrative duties. When assigning a faculty member's workload, the Department Head may take into

consideration such activities as listed below and make adjustments as deemed necessary:

1. Contact hours
2. Unfunded or funded research
3. Funded research buyouts
4. Advising responsibilities
5. Labor intensive committee assignments
6. Large student credit hour loads
7. Department Head
8. Additional administrative assignments

The above list is not intended to be all inclusive and the Dean or Department Head may make adjustments for additional activities as deemed appropriate. Normally, a full-time faculty member's teaching load shall not be reduced to less than 12 credits per year.

Members of the faculty shall post office hours during which they shall be available to students.

21.200 WORKLOAD APPEALS

As a first step, the appellant shall attempt an informal resolution with the Dean prior to filing a formal appeal to the P/VCAA for submission to a workload appeals committee.

Following the informal process, workload assignments may be appealed to a workload appeals committee composed of two members appointed by the MTF and two members appointed by the Montana Tech Administration. The four members shall unanimously select a fifth member. Workload appeals shall be submitted to the P/VCAA who shall convene the committee within fifteen (15) days.

The Dean or Dean's designee and the appellant shall make formal proposals concerning the assignment of workload to the committee, which shall conduct a hearing within fifteen (15) days of being formed. The committee will be charged with resolving the differences within fifteen (15) days of the hearing. Such a resolution may include selecting one of the formal proposals or a compromise assignment.

The committee shall submit its recommendations to the P/VCAA. The P/VCAA shall make a decision within fifteen (15) days. The decision of the P/VCAA to concur or not concur with the committee recommendations can be grieved pursuant to the Collective Bargaining Agreement grievance procedure only if it is in conflict with a four-to-one or five-to-zero vote of the committee in favor of the faculty member.

During a workload appeal, the appellant will continue to perform all duties as previously assigned in that semester. If the workload appeal finds in favor of the appellant, the successful appellant will be compensated with overload compensation or a reduction of teaching workload the following semester.

ARTICLE 22 - GENERAL PERFORMANCE STANDARDS FOR EVALUATION OF PORTFOLIOS

22.100 PURPOSE

Evaluation of faculty members and program administrators at Montana Tech is an evolving process principally focused on ensuring excellence in improvement of teaching and learning, research and public and professional service. It is the responsibility of the faculty member to initiate evaluation procedures:

1. annually, for faculty with probationary appointments, as well as instructor, assistant and associate professors;
2. every third academic year for full professors;
3. each semester that a part-time faculty member teaches. Full professors to be evaluated in a given year will be notified by the P/VCAA.

22.200 EVALUATION OF FACULTY

Faculty members shall be expected to prepare an evaluation portfolio following the guidelines listed below for evaluation of instructional performance, research and professional development, and institution and public service, as well as progress toward terminal degrees by those not holding such degrees and submit it to the respective Department Head. Faculty members retiring at the end of the academic year or on approved leave not dealing with university business will not be expected to submit an evaluation portfolio. Faculty members on sabbatical or those on approved leave on university business are expected, in lieu, of a portfolio, to submit a report detailing the progress and accomplishments of their sabbatical or university leave. Using the evaluation portfolio as a guide, the Department Head shall interview each faculty member in his/her area to discuss the faculty member's evaluation portfolio, professional concerns and goals for the ensuing evaluation period, as well as student concerns that may have surfaced during the student rating of the instruction process. Identified strengths in some areas can offset weaknesses in other areas.

The Department Head and the faculty member shall prepare a written statement that summarizes the faculty member's performance evaluation for the previous two semesters using the approved form. After being signed by both parties, this document becomes part of the personnel record. The evaluation portfolio along with the completed form shall be forwarded to the appropriate Dean, who shall keep a permanent record of all evaluations.

Full-time faculty members preparing an annual evaluation or applying for tenure or promotion shall prepare an evaluation portfolio with documentation to be evaluated in each of the categories listed below. Instructors shall be evaluated in all areas except research.

Part-time faculty members covered by this collective bargaining agreement shall be expected to prepare an evaluation portfolio following the guidelines listed below for

evaluation of their instructional performance only. This must be submitted to the Department Head for evaluation.

22.300 EVALUATION PORTFOLIO

The faculty portfolio will begin with a cover letter and current curriculum vitae (CV).

22.310 Instructional Performance

Instruction and learning are central to the mission of the Institution. The goal of instructional performance review is to help an individual to improve his/her teaching, to ensure excellence in teaching across the Institution, and to provide appropriate evaluation.

All faculty members are encouraged to use the Small Group Instructional Diagnosis (SGID) procedure, or a similar mid-term evaluation or procedure, in at least one course each semester. Ideally, this procedure should be used about mid-term in the semester. The SGID is a formative and not a summative evaluation tool, and is to be administered by a qualified facilitator of the faculty member's choice.

When a Department Head has concerns about a faculty member's instructional performance, the Department Head may recommend an SGID, selecting a facilitator who is mutually agreed upon by the faculty member and Department Head. While the results remain confidential between the faculty member and facilitator, it is recommended that the faculty member add the following question to the Montana Tech Course Instruction Evaluation Form: "The quality of teaching improved following the Small Group Instructional Diagnosis (SGID)." This provision does not preclude the addressing of performance concerns through measures other than SGID.

Where instruction is not the primary duty of a faculty member, evaluation of instructional performance shall be in line with the amount of teaching done.

22.311 Required Evaluation Materials

1. Narrative self-report, identifying goals which were established during the previous evaluations and which have been discussed with the Department Head, along with a statement of progress toward those goals during the current evaluation period;
2. Identification of both the courses and the number of students enrolled in courses taught during the previous two semesters; and
3. Student-Rating of Instructional Performance of Faculty;
 - a. Every individual responsible for a course shall have a student evaluation conducted of the instructor and course every semester.

- b. The method used shall be approved by the College/School Dean and the P/VCAA.
 - c. All student-rating forms, must solicit information about their methods of delivery of instruction, their assessment of instruction (tests, etc.), and their availability to students. Student rating forms are NOT limited to these areas of concern.
 - d. The student evaluation for each course should include responses from a majority of the enrolled students.
 - e. The faculty member shall include a copy of the instrument and summarize the results of the student evaluations for each course taught in their evaluation portfolio. The department shall also maintain the originals on file for review, if requested.
4. If required by department performance standards, peer evaluations from faculty that have observed classes and reviewed teaching materials for courses given by the instructor. This should be a short report on the instructor's effectiveness in the course.

22.312 Additional Evaluation Materials

Other materials that may be included with the instructional performance evaluation materials:

1. Letters written by former students or graduates. These letters should be solicited by the faculty member applying for promotion or tenure in consultation with the Department Head, and should address the lasting effects of the instructor's courses on the student.
2. Documentation of innovation in teaching methods. This may include teaching awards or materials demonstrating curriculum development.

22.313 Criteria for Evaluation of Instructional Performance

Criteria include:

1. Generally supportive and positive student evaluations from the majority of students who have been instructed by the faculty member during the six semesters of instruction prior to application.
2. A clear indicator that the faculty member has addressed issues related to instructional performance in light of student input and/or an improvement program in which the faculty member's immediate supervisor has participated. Identified goals and accomplishments are important to evaluating this performance measure.

22.320 Research and Professional Development

The development of new knowledge is a necessary part of the professional life of all faculty members and is a central part to professional development. Performance review of research and professional development is carried out to assist a faculty member in these activities and to ensure that the faculty at Montana Tech maintains the professional competence necessary to perform their duties at the highest possible level.

22.321 Required Evaluation Materials

Narrative self-report identifying the faculty member's professional development and contributions to research in the last five years since hiring or any previous tenure or promotion action if less. Areas covered must include, but are not limited to:

1. Publications, presentations or book chapters written;
2. Research and research contracts;
3. Proposals submitted with an indication of funding;
4. Formal study or other creative work;
5. Attendance at professional meetings including presentations given, and;
6. Progress toward another degree, if applicable, per Section 22.340 of the contract.

Where appropriate, the faculty member's contribution to papers and proposals should be described.

22.322 Additional Evaluation Materials

Other materials that may be included with the research and professional development performance evaluation materials:

1. A set of publications and/or articles that represents the faculty members best efforts to advance their discipline.
2. Confidential external letters of evaluation. These letters shall be requested by the faculty member applying for promotion or tenure in consultation with the Department Head and address the professional potential and accomplishments of the faculty. These letters are required in the years a faculty member applies for promotion and/or tenure, but not in annual evaluation portfolios.

22.323 Criteria for Evaluation of Research and Professional Development

Criteria include:

1. Active participation in research and/or scholarly activity as evidenced by

published work, presentations to professional or peer groups, principal investigator or lead individual on contracts/grants, principal author of successful contracts/grants, patents or licenses held or awarded, and related activity as a major, not incidental, contributor;

2. Supervising or advising graduate or undergraduate student research, chairing thesis research committees, and/or significant contribution to Tech graduate or undergraduate research and academic programs;
3. Certification, license, or recognized credential in a field or professional discipline relevant to the faculty member's Tech assignment obtained by examination or by some equivalent rigorous demonstration of professional competence and expertise; and
4. Demonstration of continuing commitment to enhance and increase professional knowledge and capabilities through professional meeting attendance and participation, short courses and workshops completed, and related professional development activity.

22.330 Service to the Community, the Institution, the Profession

All faculty members are expected to serve their community, their institution, and their profession. While instruction, scholarship, and research are themselves forms of service, this criterion assumes that, like professionals in other fields, faculty are expected to contribute their expertise more directly to meet the needs of the local community, the Institution, and the profession of which they are a part. This criterion reinforces the key concept articulated above under "academic freedom," that the college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution.

Evaluation of service aims to assess the diversity, the level of activity, and the significance of the faculty member's contributions beyond the scope of instructional and research performance.

22.331 Required Evaluation Materials

Narrative self-report identifying the faculty member's service contributions since hiring or since any previous tenure or promotion action. This report must consider service to the community, the Institution, and the profession; the following lists exemplify (but do not restrict) the sorts of activities that may meet this criterion:

1. Service to the Community
 - a. Contributing professional expertise to community groups and activities;
 - b. Participating in campus outreach efforts that support community needs, and;

- c. Engaging students in community-based learning activities that promote both the application of academic instruction to practical settings, and civic responsibility.
2. Service to the Institution
 - a. Committee participation, with emphasis on contributions rather than membership only;
 - b. Support for institution-sponsored or institution-related activities;
 - c. Student advising of new and/or returning students, and of student groups;
 - d. Prospective student recruitment/retention advising;
 - e. Assistance in placement of new graduates and alumni;
 - f. Non-remunerated service to academic or administrative units not articulated under instruction or research.
 3. Service to the Profession
 - a. Contributions to professional societies in one's discipline;
 - b. Contributions to professional societies or organizations devoted to improving higher education, and;
 - c. Leadership roles at the local, regional, national, or international levels of professional organizations.

22.332 Criteria for Evaluation of Institution and Public Service

Criteria include:

1. Active mentoring, advising, and assisting students and/or student groups or in helping ensure the success of students in such areas as placement, internships, recruitment, tutoring, etc.;
2. Active participation and contribution to campus committee activity, study groups, task groups, or other campus wide groups or activities in which faculty participation is solicited, requested, or voluntary;
3. Significant contribution to academic planning and curricular development, quality enhancements, and response to emerging academic needs such as in program review, distance learning, new program development, improved learning and teaching methodology development, etc., and;
4. Recognized contribution to the local community, professional groups, charitable organizations, and/or recognized local, state, and/or national organizations as evidenced by offices held, awards or other recognition received, or other tangible evidence of significant contributions.

22.340 Progress Toward Terminal Degree by Those Not Holding Such Degree

In all academic areas except the fine arts and library science, only doctoral level work is accepted within the academe as a terminal degree. Individual departments, with the approval of the Department Head, Dean and P/VCAA, shall be responsible for defining what constitutes an acceptable terminal degree for a specific faculty position.

22.341 Required Evaluation Materials

Self-report explaining progress made toward terminal degree.

22.342 Criteria for Evaluation of Progress Toward a Terminal Degree

Faculty that are required or who wish to use progress toward obtaining a terminal degree as part of their evaluation portfolio must supply:

- The date on which the faculty's terminal degree committee was formed, identifying by name and title the faculty comprising the candidates committee, and noting the dates when the candidate has had formal meetings with the committee;
- A schedule of all the course work required for the doctorate, noting when given courses were taken and passed;
- A title and description of the dissertation or thesis problem and an anticipated schedule for completing the various components of the dissertation or thesis work, noting the dates for those parts already completed;
- A schedule noting other milestones associated with completion of the terminal degree, e.g. cumulative exams, defense of a thesis proposal, etc.; and
- A letter from the chair of the candidate's doctoral committee describing the candidate's progress toward completion of their degree.

22.400 REQUEST FOR RECONSIDERATION OF EVALUATION RESULTS

Prior to the P/VCAA making a recommendation to the Chancellor, faculty members may request reconsideration of the results of their evaluations to the P/VCAA who shall appoint a faculty committee of three consisting of: one faculty member selected by the P/VCAA from a list of three submitted by the faculty member, one member selected by the P/VCAA from a list of three submitted by the Dean, and one member selected by the P/VCAA from the faculty at large. Deans, the faculty member's Department Head, and members of the Academic Freedom and Tenure Committee or Grievance Committee, who might hear promotion and tenure appeals or grievance cases, are not eligible for this service. The faculty committee shall review the appropriate documents and the subsequent recommendations of the Dean and the evaluation committee prior to the submission of a recommendation to the P/VCAA. The P/VCAA shall determine

the results of the request for reconsideration. The individual may subsequently request a review by the Chancellor of the recommendations of the Dean, peer review committee and P/VCAA.

If a faculty member feels that there is an issue of unlawful discrimination in the tenure/promotion review process, the faculty member may solicit advice from the Affirmative Action Officer in regards to possible grievance actions or file a formal grievance in accordance with established policies.

22.500 EVALUATION OF DEPARTMENT HEADS/PROGRAM HEADS

Department Heads/Program Heads shall be evaluated annually to assure the highest possible level of effectiveness. All full-time faculty shall have an opportunity to participate in the evaluation. The Dean shall consider these evaluations when making recommendations for renewal or non-renewal as Department Head/Program Head. Continuing Department Heads/Program Heads shall receive an annual summary of their performance based on this evaluation.

At a minimum, evaluation criteria shall include consideration of:

1. Demonstrated ability of the Department Head/Program Head to command respect as an academic administrator and to effectively represent the academic program to the administration and vice-versa;
2. Demonstration of ability to interact with faculty and peers in a fair and equitable fashion;
3. Demonstration of a commitment to the growth and continuing improvement of the quality of the academic programs (both research and instruction) of the department;
4. Ability to perceive the role of the department/program in the Institution as a whole and to facilitate the interaction of the department/program in institutional growth; and
5. Demonstrated ability to uphold the duties of a Department Head/Program Head as expressed in this contract and the Faculty & Staff Handbook.

ARTICLE 23 - DEPARTMENT PERFORMANCE STANDARDS

Department Performance Standards were implemented in the fall of 2014

Evaluation of faculty members for purposes of promotion and tenure shall involve consideration of appropriate Department Performance Standards of the respective academic units. Wherever possible, within faculty evaluation materials, evaluators shall describe the faculty member's progress based on Departmental Performance Standards. Distribution of approved Department Performance Standards to appropriate faculty prior to initiating the evaluation process will be done by the appropriate dean or the dean's designee.

In the event that a department wishes to modify Department Performance Standards, the department head will initiate this process by submitting to the appropriate dean the modification, a rationale for this modification, and evidence that a simple majority of department faculty support this modification. Once the proposal for modification has been submitted, it must be approved by the appropriate dean, Provost/VCAA, and the Chancellor.

A faculty member pursuing tenure and or promotion must satisfy the Department Performance Standards in effect when he or she began employment with Montana Tech or any subsequent Department Performance Standards modifications, provided that there has not been a gap in continuous employment at Montana Tech (excluding summer, leave of absences, and sabbaticals). The faculty member applying for tenure and or promotion is responsible for identifying the appropriate Department Performance Standards within his or her application cover letter. Once identified, the faculty member must adhere to that version of the Department Performance Standards in its entirety, and may not utilize any other version for that application year.

ARTICLE 24 - MERIT AWARDS

24.100 GENERAL CONSIDERATIONS

1. To receive a Merit Award, the faculty member must apply for it. It is the faculty member's responsibility to describe and explain the reasons they should receive a Merit Award.
2. A Merit Award shall be granted for exceptional achievement in one or more of the three key areas of a faculty member's work: teaching, service, and scholarship.
3. The activities or accomplishments under consideration for a Merit Award shall have taken place in the immediate three years prior to the application.
4. All Merit Award recipients must rate at least satisfactory in teaching, and it is up to the applicant to demonstrate this rating.
5. In a given year, a faculty member may apply for and receive only one Merit Award.

6. Only full-time tenured and tenure-track faculty members are eligible to apply for a Merit Award.
7. Merit Award applications shall be evaluated by an interdisciplinary committee drawn from faculty members that have received Merit Awards in previous years.
8. It may be necessary to appoint additional members to replace committee members that retire, are on sabbatical, or who otherwise cannot serve.
9. A faculty member shall not be eligible to apply for a Merit Award for two years following receipt of a Merit Award. E.g. a faculty member applies for a merit award in the 2010-11 Academic Year, receives the award beginning in the 2011-12 AY, and is again eligible to apply in the 2013-14 AY.
10. Funding for Merit Awards shall not be taken from the general salary pool.
11. A Merit Award shall become part of the faculty member's base salary on the first day of the academic year following the award.
12. Base salary Merit Award increments shall not be considered when making inversion adjustments.
13. Faculty that have received a formal disciplinary letter within the past three years in the file kept by the Chancellor's Office are ineligible for a Merit Award.

24.200 MERIT AWARD COMMITTEE

1. The committee shall consist of four (4) faculty members appointed by the MTFA.
2. Eligible members will normally have received a Merit Award in the previous two years.
3. A faculty member serving on the Merit Award Committee shall not be eligible to apply for a Merit Award.
4. A faculty member who receives a Merit Award shall be eligible to serve on the Merit Award Committee for the next two years.
5. Spouses or immediate family members of any applicant may not serve on the committee.
6. The Merit Award Committee is under no obligation to award all Merit Awards that may be available in a given year.

7. Each year, the Merit Award Committee shall document how it made decisions regarding awards and publish an “Annual Report” explaining the committee’s rationale. This report will be filed with the P/VCAA office.

24.300 MERIT AWARD APPLICATION

1. An application shall consist of a pdf-format file including:
 - a. The pdf-format application, with a label including the applicant’s name, shall be submitted electronically to the P/VCAA on or before the due date.
 - b. A completed official cover sheet.
 - c. Ten (10) or fewer pages that address the selection criteria
 - d. Two (2) page brief Curriculum Vitae using the standard Northwest Accreditation format.
 - e. Supplementary documentation that supports the application may be included in appendices.
 - f. Merit applicants are encouraged, but not required, to include a letter of recommendation from their Department Head as part of the Supplementary Documentation. Department Heads that apply for merit are encouraged, but not required, to include a letter of recommendation from their Dean as part of the Supplementary Documentation.
 - g. Applicants are encouraged to explicitly address the relevance of their merit to their Departmental Performance Standards or, in the case where not departmental standards have been developed and approved, the criteria in General Performance Standards.
2. This application must explicitly address the criteria that the Merit Award Committee will use to evaluate applications as described in the Merit Award Application Packet available from the P/VCAA office.
3. The activities or accomplishments under consideration for a Merit Award shall have taken place in the immediate three years prior to the application.

24.400 MERIT AWARD EVALUATION

1. The committee shall evaluate and classify applications into two groups: recommended and not recommended.
2. Upon request, the committee shall provide feedback to unsuccessful applicants regarding their application. This feedback is intended to provide guidance as to how future applications might be improved.

24.500 TIMELINE AND DECISION PROCESS FOR MERIT AWARD COMMITTEE

1. **October 1:** Committee constituted; committee meets, elects chair.

2. **November 1:** Merit award applications due.
3. **February 1:** Draft list of recommended merit awards from committee to P/VCAA.
 - a. Committee meets with P/VCAA and two Deans as necessary to amend the list of awardees.
 - b. The four faculty committee members and three administrators – as a committee of all – shall endeavor to agree upon any changes to the list of awardees.
 - c. If the committee of all cannot agree, then all changes to the original list shall be decided upon based on a vote with simple majority rules.
 - d. All decisions by the committee of all are final.
4. **March 1:** Committee communicates final list of recommended awards to the Chancellor.
5. **March 15:** Chancellor announces merit awards.

ARTICLE 25 - TERM

This Agreement is effective upon the date of ratification by the Board of Regents and shall remain in full force and effect through the 30th day of June, 2021.

No wage, hour, or working condition subjects are included as a re-opener unless otherwise specified in this contract.

This agreement is entered into this 5th day of May, 2020.

For the Employer:

For the MTFA:



Clayton Christian
Commissioner of Higher Education



President

A

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