

**Montana University System and the UM University Faculty Association
Tentative Agreement**

Updated April 18, 2018

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This document confirms the MUS and UFA bargaining teams' mutual agreement on changes to CBA articles as shown below.

An asterisk (*) next to the section number indicates this tentative agreement was signed on October 23, 2017.

A double asterisk (**) next to the section number indicates the revision consists solely of a policy reference update.

2.600 CONTRACT TERM

This contract shall be in full force and effect from ten (10) working days after ratification or July 1, ~~2013~~ **2017**, whichever is later, to and including June 30, ~~2017~~ **2021**, and shall be considered as renewed from year to year thereafter unless either party notifies the other party in writing by December 1, prior to the date of expiration, of its desire to modify or terminate this agreement. The compensation provisions of this contract will expire on June 30, ~~2015~~ **2019**. **Negotiations for CBA Articles 10.000, 13.000 and 18.500-18.900 and/or any MOUs directly referencing CBA Articles 10.000, 13.000 and 18.500-18.900 for the period July 1, 2015 2019 to June 30, 2017 2021 will commence according to**

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CBA 2.700. At that time the parties may open other sections of this contract for negotiation only by mutual consent. Negotiations for the entire agreement for the period after July 1, 2017 ~~2021~~ will commence according to CBA 2.700.

3.100* RECOGNITION, Paragraphs 1 and 3

The Board of Regents (Board) recognizes the UFA as the exclusive bargaining representative for all persons in the bargaining unit. The bargaining unit includes faculty on academic or fiscal year appointment to the rank of instructor, **lecturer**, assistant professor, associate professor, and professor with appointments that are half-time or greater. In addition, ~~adjunct faculty on term-by-term appointment~~ **non-tenure track faculty** who are half-time or greater (consistent with UM Policy **350; revised 10/13/2017** ~~101.2; 07/01~~) for two or more successive semesters, excluding summer, shall be included in the bargaining unit concurrent with the second semester appointment. Any semester (excluding summer) without employment shall constitute a break in service for the purpose of determining consecutive employment. In addition, the bargaining unit shall include department chairpersons, ~~divisional coordinators in the School of Education~~, program directors (of units listed in CBA 10.120), library faculty holding academic rank, replacement faculty, and otherwise eligible persons on terminal contract.

Excluded from the bargaining unit are:

- the Reserve Officer Training Corps faculty;
- part-time academic appointments for any service less than or not equivalent to at least one-half or more of a full-time academic-year appointment;
- the faculty of the Missoula College; ~~and~~
- the faculty of the School of Law; ~~as are~~
- **the faculty of the Family Medical Residency of Western Montana;**
- **the faculty of the Defense Critical Languages and Cultures Program of the Mansfield Center;**
- the Director and Associate Directors of the Bureau of Business and Economic Research;
- the Director of the Mansfield Center;
- the Director of the ~~University~~ **Flathead Lake** Biological Station; ~~and~~
- the Director of the Applied Forest Management Program;
- all administrative personnel, including Deans, Associate Deans, and Assistant Deans (whose duties exceed one half or more time Administration);
- the President, Vice Presidents, and their administrative staff members.

Other directors of research units, centers and institutes (BOR 218.1) will be subject to scrutiny each fall semester by the UFA Administration Committee for the purpose of establishing their membership in the bargaining unit. ~~Also excluded from the bargaining unit are all administrative personnel, including Deans, Associate Deans, and Assistant Deans (whose duties exceed onehalf or more time Administration). The President, Vice-~~

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~~Presidents, and their administrative staff members shall also be excluded.~~ While faculty of the School of Law may serve on the Faculty Senate (CBA 7.000) and committees as indicated in following sections, the compensation of Law School faculty is not covered by this contract.

3.200* UNION SECURITY

1. Faculty members covered by the terms of this agreement shall not be required to become members of the union but must, as a term and condition of employment, pay a representation fee or follow the procedures for non-association with a labor organization on religious grounds found at 39-31-204, MCA.

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

The UFA shall protect and hold harmless the **MUS** from any claims, demands, suits, or any costs or fees related thereto, by reason of the **union's** performance or enforcement of the provisions of this section.

4.100* SAFETY

The University shall provide a place of employment which does not endanger the health or safety of any member of the faculty. 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.

In addition, a faculty member, based on a reasonable, good faith belief, shall have the rights to:

1. make a ~~Crisis~~ **Behavioral Intervention Referral Team (CIRT BIT**, or similar entity should the name change) referral involving a student to the Dean of Students when the referring faculty member concludes a student's behavior could threaten the health and safety of the student or the campus community. Health and safety may include mental health concerns. Faculty can use the ~~CIRT BIT~~ Referral Form.

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2. report a suspected Student Code of Conduct violation, including but not limited to disruptive classroom student behavior, to the Dean of Students.

3. make anonymous ~~GIRT~~ **BIT** referrals. If a ~~GIRT~~ **BIT** Referral Form is designated by person making referral as ANONYMOUS, the referral shall be considered anonymous by all parties and in all subsequent University proceedings to the full extent permissible by law. No inferences about the identity of the person making the referral shall be allowed in any subsequent or related proceedings except as required by law.

4. contact the Counseling and Psychological services professional on call if they believe a student to be suicidal or suffering from symptoms of serious mental illness. In such cases, a call to campus or local law enforcement authorities may also be warranted.

No faculty member shall be subjected to adverse University action or reprisal of any kind for making a ~~GIRT~~ **BIT** referral, or failing to make a ~~GIRT~~ **BIT** referral, or for doing any of the actions, or failing to do any of the actions, in #1-4 above. It is understood that ~~GIRT~~ **BIT** referrals and inclusive materials are kept confidential unless otherwise prescribed by law or released by mutual agreement.

**4.220 FACULTY COMPUTING AND LABORATORY/ACADEMIC
EQUIPMENT**

The funds reserved for faculty computing [~~\$300,000 annually~~] and laboratory and academic equipment [~~\$204,000 annually~~], and adjunct faculty teaching [~~\$100,000~~] will remain in the budget annually for their intended purposes. Faculty computing funds shall be allotted in their entirety for the purpose of providing information technology to faculty members. The replacement process for faculty computers will be managed by the Administration. **All faculty members will be offered and receive new computers at least every 4 years, unless a faculty member agrees otherwise.** ~~The annual \$100,000 reduction of these funds from prior CBA will be allocated in FY16: \$100,000 to adjunct faculty teaching critical courses who have a strong history of employment with the University of Montana and in FY17: \$75,000 to adjunct faculty teaching critical courses who have a strong history of employment with the University of Montana and \$25,000 to fund Outstanding Performancne Awards for Non-Tenure Track Faculty implemented in accordance with the Memorandum of Understanding in CBA Appendix A. Documentation of these allocations will be provided to the UFA by March 15, 2016 and March 15, 2017.~~

The Administration formally states its intention to improve financial support for library acquisitions, information technology, and facilities and equipment to support academic excellence and quality of faculty teaching and research.

6.200* ACADEMIC RESPONSIBILITY, Paragraph 2

As a member of a faculty, each person is expected to relate in a professional manner with colleagues in the academic community. Similarly, each faculty member is expected to participate in the work of the unit and of the institution. The expectation of professionally

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respectful behavior by faculty shall, likewise, be reciprocal for UM administrators whereby they relate to faculty in the same manner. Faculty shall not be subject to abuse, threats, intimidation, bullying, discrimination (Section 2.800) or unprofessional behavior, **nor shall they subject others to abuse, threats, intimidation, bullying, discrimination, or unprofessional behavior.** The description of a safe and healthy workplace (Section 4.100) shall include professionalism as defined (Section 6.200) and non-discrimination (Section 2.800).

6.200* ACADEMIC RESPONSIBILITY, Paragraph 5

Faculty members should have a deep interest in students' progress and welfare. This includes maintaining a responsible, professional relationship with students and it may involve assisting assigned advisees, or mentoring students more generally. Advising typically helps students to develop and follow a plan for navigating a particular curriculum. Mentoring usually involves individualized support for students around issues of personal motivation, individual strengths, and exploration of career choices. ~~The faculty member should have a deep interest in the students' progress and welfare, which includes counseling and advising assigned advisees as well as other students on their program of study and other academic matters, and maintaining a responsible, professional relationship with the students.~~ **Wherever applicable and taking into account the many differences in how academic advising is assigned and handled across the University, the faculty member should follow consensus best practices for faculty advising. Such best practices include offering face to face meetings between advisor and advisee each semester. Mentoring activities may occur less regularly but still benefit from use of best practices.** Both faculty member and advisee share responsibility for making the advising/mentoring relationship successful. ~~The advisor and advisee should discuss the educational objectives suited to the advisee's demonstrated abilities and expressed interests. The advisor helps the advisee to understand the relationship between academic programs and undergraduate research opportunities, internships, study abroad programs, and other academic experiences provided by the University.~~

9.100 RIGHTS OF NON-TENURABLE APPOINTEES**

In addition to all of the rights and privileges defined in this contract and ~~University Policy 101.2; 07/01~~ **UM Policy 350; revised 10/13/2017**, members of the bargaining unit holding non-tenurable appointments shall: (.../...)

9.120 APPOINTMENT FROM A NON-TENURABLE LINE TO A PROBATIONARY LINE**

Persons having held or holding, non-tenurable positions are eligible to compete for tenurable positions, and, if hired, prior service may be credited toward tenure (as indicated in 9.240). A shift from a non-tenurable appointment to a tenurable appointment requires a separate written agreement between the faculty member and the ~~University~~ **University**.

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The new base salary for such a shift will be calculated in accord with Sections 13.100 and 13.410.

Consistent with **UM Policy 350; revised 10/13/2017** ~~University Policy 101.2 (as revised 7/2001)~~, the Administration will annually provide a written report to the Faculty Senate (during its September meeting), with a copy to the UFA concerning the use of non-tenurable faculty during the previous year.

9.310* ELIGIBILITY FOR TENURE APPLICATION Paragraph 2

Tenure shall not be awarded in absence of application by the eligible faculty and approval of tenure by the employer. Application for tenure must be in accord with unit standards. No faculty member **beginning employment at UM in fall 2018 or later** may apply for tenure more than ~~twice~~ **once, except in extraordinary circumstances, with the approval of the dean and the Provost** ~~under any circumstance~~. **No faculty member, hired before or after fall 2018, may apply for tenure more than twice under any circumstance.**

10.110* UNIVERSITY STANDARDS FOR FACULTY ADVANCEMENT

3. Salary Determination

c. Less-Than-Normal Increment: Either the absence of any performance or poor performance of assigned responsibilities within the scope of employment may constitute grounds for a less-than-normal ~~increment~~ **evaluation**. It is understood that the absence of performance in any one or two of the areas of teaching, research/creative activity, and public service does not justify a less-than-normal ~~increment~~ **evaluation** if the quantity of performance in the remaining area or areas is proportional to the FTE of the appointment, if the quality of performance in the remaining area or areas is at least normal, and if the individual has assigned duties solely in the remaining area or areas. **Failure to submit an IPR for evaluation by a faculty member, when required (see CBA 10.210, 10.340), is grounds for a less-than-normal increment.**

10.120* UNIT STANDARDS FOR FACULTY EVALUATION

1. Units for Which Evaluation Standards are Required: The current academic units under the respective headings of The University of Montana for which unit standards for faculty evaluation are required are as follows:

Humanities and Sciences

Anthropology, Biological Sciences, Chemistry and Biochemistry, Communication Studies, Computer Sciences, Economics, English, Environmental Studies, Modern and Classical Languages and Literatures, Geography, Geosciences, History, Liberal Studies, Mathematical Sciences, Native American Studies, Philosophy, Physics and Astronomy, Political Science, Psychology, Sociology

Business Administration

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Accounting and Finance, Management Information Systems, Management and Marketing

Education and Human Sciences

Communicative Sciences and Disorders, Counselor Education, Curriculum and Instruction, Educational Leadership, Health and Human Performance

Forestry and Conservation

Ecosystem and Conservation Sciences, Forest Management, Society and Conservation

Health Professions and Biomedical Sciences

Biomedical and Pharmaceutical Sciences, Pharmacy Practice, Physical Therapy and Rehabilitation Science, Public and Community Health, Social Work

Journalism

~~Print Journalism, Radio/TV~~

Mansfield Library

Visual and Performing Arts

Art, Theatre & Dance, Media Arts, Music.

2. General Activities for Unit Standards: The following general activities, including those with an interdisciplinary and/or international focus, shall be given consideration in any evaluation for purposes of promotion, award of tenure, determination of salary increment, or recommendation for retention:

- a. classroom performance;
- b. student advising **and/or mentoring as described in section 6.200;**
- c. scholarly publication or creative works;
- d. participation in professional organizations or societies, receipt of awards in recognition of professional accomplishments, or speaking engagements related to one's professional field;
- e. professional service demonstrated by consulting
- f. or other outside work for agencies, communities, schools, etc.; serving on advisory boards; and service on campus committees;
- g. research efforts related to grants, contracts, direction of student research, or professional research efforts incident to publication.
- h: student recruitment and retention activities**

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10.210* INDIVIDUAL'S PERFORMANCE RECORD – OCTOBER 15

Upon approval of the UFA-Administration committee, electronic records as document files (e.g. Microsoft Word or .PDF) may be used to transmit documents during the evaluation process. **Faculty members should retain a complete version of original documents for reference and future use.** ~~However, a complete version of original documents shall be used for inclusion in the employee personnel file maintained by Human Resource Services.~~

**10.220* STUDENT EVALUATION COMMITTEE – OCTOBER 15,
Paragraph 2**

The committee shall review the teaching effectiveness of the faculty members in the bargaining unit who are in the academic unit for which the student evaluation committee is appointed. The unit shall either use an existing course evaluation form, prepare and use its own course evaluation form, or use the form prepared by the UFA-Administration Committee and shall make all completed course evaluation forms available to the student evaluation committee by September 20. Each faculty member must have at least one course evaluated each semester he/she teaches; **however, Unit Standards may require more than one or all courses to be evaluated each semester.** ~~and provide t~~ **The results of all courses evaluated will be provided** to the student evaluation committee. The committee shall review course evaluations and may seek or receive relevant evidence from students who have taken courses from or have been advisees of the faculty member being evaluated. **The committee may refer to section 6.200 for guidance on expectations for faculty advising and/or mentoring of students.** The committee shall prepare a written evaluation of the teaching and advising of each faculty member whose performance is reviewed. Each written evaluation shall be signed by the chairperson of the Student Evaluation Committee and the faculty member being evaluated by October 15. A faculty member may append a response to the SEC report.

10.230 FACULTY EVALUATION COMMITTEE - NOVEMBER 15

By election each unit shall annually establish an evaluation committee of at least three (3) members of the unit, three of whom must be tenured or tenurable (i.e. tenure-track). Only tenured or tenure-track faculty are able to vote on tenure and promotion decisions. The committee members shall elect their own chairperson from among the committee membership. One student observer with all rights, save voting, shall be appointed by the committee chairperson from among the majors and/or graduate students in the unit.

The Committee shall apply the unit standards to review the performance of each faculty member in the unit and make a written recommendation with justification signed by the committee chairperson which shall, where appropriate, specifically address: (1) retention, (2) salary increment, (3) promotion, and (4) tenure, and which shall be forwarded to the department chairperson and the dean by November 15. To ensure and encourage candid professional assessment of the individual faculty member performance, materials solicited by the FEC from non-tenure-track, probationary faculty, and students will be guaranteed confidentiality

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anonymity. With the exception of solicited material from non-tenure-track, probationary faculty, and students, other persons submitting material to the FEC have no expectation of ~~confidentiality~~ **anonymity** and all materials submitted to the FEC will be signed. Student materials submitted to the SEC will be guaranteed ~~confidentiality~~ **anonymity**. Any material solicited at this, or subsequent steps, must be made available to the individual being evaluated within five (5) days of its inclusion. The individual is given ten (10) days to prepare a written response, which becomes part of the evaluation record. All subsequent deadlines will be postponed concomitantly. **Notwithstanding the above, individual units may opt to allow the FEC to solicit and use anonymous external peer review to assist the FEC in decisions for promotion and tenure.**

At all times during the evaluation process, from the Faculty Evaluation Committee through the deliberation of the Provost, unsolicited materials may not be used as part of the evaluation unless they are signed. Signed materials thus submitted will be made available to the faculty member being evaluated in accord with the preceding paragraph. Unlike materials solicited by the FEC, unsolicited materials have no expectation of ~~confidentiality~~ **anonymity** of the identity of their author.

The rest of this section to remain the same.

10.290* PROVOST'S RECOMMENDATION

The decision of the Provost shall be based on the total evaluation record, including findings and recommendations of the Appeals Committee, shall be consistent with his/her overall administrative responsibilities, and shall constitute the final 46 institutional recommendation to the Board regarding matters of faculty retention, salary increment, promotion, and tenure. The recommendation shall be forwarded to each faculty member by April 25 provided all other recommendations have been timely forwarded and no matter is under appeal. ~~In legislative years, the Provost's decision shall be forwarded by May 15 or thirty (30) days after ratification of the agreement, whichever is later.~~ The Provost, after consultation with the Vice President for Research and Creative Scholarship, will forward recommendations for research faculty on an identical timeline.

11.110* ELIGIBILITY

Only tenured faculty are eligible to apply for sabbatical assignment. Any ~~tenured~~ faculty member who has **been awarded tenure and** completed six (6) years of satisfactory service at The University of Montana prior to the year for which sabbatical assignment is requested shall be eligible to apply for such assignment and must apply for the sabbatical in the academic year prior to beginning the assignment. Credited prior service **toward tenure**, not at the University of Montana, does not count toward sabbatical eligibility unless it is written into the original offer letter for hire. The deadline for application (stated in 11.140) applies. A faculty member starting a sabbatical assignment shall have completed at least twelve (12) semesters or their equivalent of full-time service at The University of Montana since a prior sabbatical assignment. The elapsed academic terms need not be consecutive, but no more than two (2) semesters shall be counted for any one (1) fiscal

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year. Academic terms for which other types of leave were granted shall be excluded in determining academic terms of service.

11.200 FACULTY MODIFIED DUTIES**

Paragraph 1 to remain the same

Regarding implementation and ongoing application of FMD: UM Human Resource Services (HRS) shall receive the faculty application, determine eligibility and apply FMD provisions (CBA 11.200). FMD implementation and applications shall be consistent with University policy (~~UM 101.6, 01/08~~) **UM Policy 330, revised 2/28/2017** the provision of which shall be subject to collective bargaining through the UFA-ADM committee (CBA 8.000).

12.220 NON-UNIVERSITY SPONSORED PROFESSIONAL SERVICES**

Paragraphs 1-6 to remain the same

Moreover, the University also has a Policy on Consulting (**UM Policy 320, revised 2/28/2017** ~~Policy 101.5~~) to which faculty members are referred. The reporting of non-university sponsored professional activity is found in section 12.400.

12.300 CONFLICT OF INTEREST**

A conflict of interest is a conflict between public duty and private interest. According to **UM Policy 440703, revised 5/25/2017**, faculty must ~~annually~~ file a written disclosure with the University of Montana indicating the absence or presence of a potential or actual conflict of interest on an annual basis.

Paragraph 2 to remain the same.

13.220 NORMAL INCREASE

- 1. 2017-2018 – Salary levels will be maintained at the 2016-2017 rate.**
- 2. 2018-2019 - The normal salary increase paid for the 2018-2019 academic year shall be 2% added to the base salary effective February 1, 2019.¹**

¹ **New hires will not be eligible for the normal increase in the year their employment becomes effective. This increase to base salary will be paid for 4 of 10 months for AY faculty and for 5 of 12 months for FY faculty for the first year only (FY19). At the time of signing this agreement, neither party to this agreement intends these effective dates to be or to set a precedent for the effective dates of normal increases in future contracts.**

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13.230 PROMOTION

1. **2017-2018** – Faculty members promoted during the **2017-18** academic year to the rank of associate professor, consistent with the promotion procedures of this contract, shall have an amount equal to \$3,500 added to their base salary effective October 1, **2017**. Faculty members promoted during the **2017-18** academic year to the rank of full professor, consistent with the promotion procedures of this contract, shall have an amount equal to \$6,500 added to their base salary effective October 1, **2017**.
2. **2018-2019** – Faculty members promoted during the **2018-19** academic year to the rank of associate professor, consistent with the promotion procedures of this contract, shall have an amount equal to \$3,500 added to their base salary effective October 1, **2018**. Faculty members promoted during the **2018-19** academic year to the rank of full professor, consistent with the promotion procedures of this contract, shall have an amount equal to \$6,500 added to their base salary effective October 1, **2018**.
3. **For promotions in AY 2017-18 and AY 2018-19, faculty on fiscal year appointments will receive 1.22 times the promotion amounts stated in 1 and 2 above added to base salary; that is, \$4,270 for promotion to Associate Professor and \$7,930 for promotion to Full Professor. Effective dates of October 1, 2017, and October 1, 2018, respectively, are the same as for academic year faculty.**

13.240 MERIT

The following merit awards pool shall be allocated to compensate outstanding faculty performance. Merit pay shall be in addition to other salary increments provided in this contract. No faculty member may earn a merit in the same year that a promotion is granted. The awarding of merit pay shall be consistent with the unit standards of the faculty evaluation procedures in this contract.

Faculty members receiving a merit award during the **2017-2018** or **2018-2019** academic years, consistent with the procedures of this contract, shall have an amount equal to \$2,500 added to their base salary effective October 1, **2017** and an amount equal to \$2,500 added to their base salary effective October 1, **2018** respectively.

	Number of Merits	Value of Merits
2017-2018	80	\$2,500
2018-2019	80	\$2,500

13.245 OUTSTANDING PERFORMANCE AWARDS FOR NON-TENURABLE FACULTY

The following awards pool shall be allocated to compensate outstanding non-tenurable faculty performance. Award pay shall be in addition to other salary increments provided in this contract. See Appendix B of this contract for the application procedure for Outstanding Performance Awards.

Non-tenurable faculty members receiving an award during the 2017-18 academic year shall have \$2,500 paid as per Appendix B of this contract. Those receiving an award during the 2018-19 academic year shall have \$2,500 paid in their June 1, 2019 paycheck. These awards will be paid on a one-time-only basis and will not be added to base salary.

2017-18	10 Awards	\$2,500 each
2018-19	10 Awards	\$2,500 each

13.250 MARKET ADJUSTMENTS

Market adjustments are authorized to adjust a base salary to reflect market conditions for tenured and tenure-track faculty members of the bargaining unit. To be eligible for a market adjustment a faculty member must have received a written offer of employment from another institution or present compelling evidence of their marketability. In both cases, the chair will secure the endorsement of a majority of the ~~tenure~~ tenured and tenure-track faculty in the academic unit. Before granting a market adjustment to faculty who do not have an offer of employment from another institution, the UFA-Administration/Contract-Maintenance Committee must approve the request. The Provost will have the final approval on all market adjustments. A report of market adjustment awards will be provided to the UFA Executive Board each September for the previous year.

13.260 INVERSION AND COMPRESSION

Inversion and compression adjustments are authorized to offer additional base compensation to tenured and tenure-track faculty members of the bargaining unit. Before granting an inversion or compression adjustment, the UFA-Administration Committee shall be consulted.

The terms inversion and compression shall refer to circumstances where individual base salary compensation for senior faculty does not keep pace with that of newly hired or junior faculty. Compression is the narrowing of salary differentials over time between junior and senior faculty within a unit resulting in a relatively small individual base salary difference between faculty regardless of skills, rank or experience. Inversion is an extreme form of compression that refers to a situation where a newer faculty is hired at an

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individual base salary that exceeds that of a senior faculty at the same or higher rank within the unit.

The Administration shall use individual base salary data to calculate inversions and compressions on an annual basis. All merit increments earned by a faculty member during their employment at UM that are subsequent to any market adjustment made for a faculty member shall be excluded from base salary for purposes of calculating inversion/compression adjustments. Based on magnitude, faculty experiencing inversion or compression shall be ranked on a funding priority list including all units. The highest ranked priority on the descending list shall be the most inverted to least inverted and then from most compressed to least compressed.

Effective October 1, **2017**, the Administration shall implement **\$125,000 (one hundred twenty five thousand)** worth of inversion/compression base salary adjustments for members of the bargaining unit.

Effective October 1, **2018**, the Administration shall implement **\$150,000 (one hundred fifty thousand)** worth of inversion/compression base salary adjustments for members of the bargaining unit.

The maximum annual inversion/compression adjustment to any faculty member's base salary shall be \$1,000 (one thousand), unless the funding priority list identifies fewer than **125 (one hundred twenty five) faculty members as inverted and compressed in FY18 and 150 faculty members as inverted and compressed in FY19**, in which case this annual maximum may be set higher.

13.500 COMPENSATION OF DEPARTMENT CHAIRPERSONS

Contingent upon the performance of duties described in Section 16.220, extra compensation for department chairpersons shall be provided according to the following general guidelines.

13.510 DEPARTMENTS OF FEWER THAN EIGHT PERSONNEL

For departments having fewer than eight (8) FTE personnel directly supervised by the chairperson: a minimum of one-fifth (1/5) release time and an academic year stipend of **\$3,600 for 2017-2018 and \$3,600 for 2018-2019** effective October 1, **2017**, and October 1, **2018**, respectively.

13.520 DEPARTMENTS FROM EIGHT TO SIXTEEN PERSONNEL

For departments having eight (8) to sixteen (16) FTE personnel directly supervised by the chairperson: a minimum of one-fourth (1/4) release time and an academic year stipend of **\$4,100 for 2017-2018 and \$4,100 for 2018-2019**, effective October 1, **2017**, and October 1, **2018**, respectively.

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13.530 DEPARTMENTS HAVING MORE THAN SIXTEEN PERSONNEL

For departments having more than sixteen (16) FTE personnel directly supervised by the chairperson: a minimum of one-fourth (1/4) release time and an academic year stipend of **\$4,600** for **2017-2018** and **\$4,600** for **2018-2019**, effective October 1, **2017**, and October 1, **2018**, respectively.

13.600 SUMMER SESSION

The rate of pay for summer session instructional activity shall be at the rate of two-ninths (2/9) of the prior academic year salary. The rate of pay shall be varied proportionately for less than full-time teaching. Full-time summer session teaching shall be defined as eight (8) credits.

13.650 WINTER SESSION

The rate of pay for winter session instructional activity shall be \$1,100 per credit for **2017-18. There will be no winter session in 2018-2019.**

13.742* 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, Title 19, sec. 21.

13.743 POST-RETIREMENT AGREEMENTS**

Post-retirement agreements are authorized under Regents' Policy (712.1) and ~~administered via UM-M Policy 15.0 (5/1/94).~~

The rest of Paragraph 1 to remain the same.

14.230 INVENTORS' RIGHTS AND DUTIES**

Employees in the bargaining unit retain the right and responsibility for recognizing in their work inventions that may reasonably be marketable; and in every case, complete academic freedom including publication in both time and scope shall be maintained (Board policy 302, 9/2004; ~~UM policy 704, 7/2004~~, CBA 6.100), unless agreements with outside sponsors provide otherwise as indicated below.

The rest of Paragraph 1 and Paragraph 2 to remain the same.

14.250** PROSECUTION OF PATENTS

1. **Time Limits:** In the event that the University deems that a patent should be prosecuted, the prosecution shall be carried out diligently and without expense of any kind to the inventor. The parties to this agreement recognize the need to file the patent application and develop the patent as fast as possible with no abridgement of academic freedom (Board policy 302, 9/2004; ~~UM policy 704, 7/2004~~; CBA 6.100).

The rest of this bullet point to remain the same.

16.200 DEPARTMENTAL CHAIRPERSONS

Bargaining Unit members who are appointed as chairperson or director of the units listed in CBA 10.120 shall be considered chairpersons for the purpose of this contract. **As members of the bargaining unit, chairpersons are represented by the UFA. Chair-faculty conflict shall be treated as faculty-faculty conflict and addressed as described in CBA 11.010 unless the conflict relates to a chair's administrative duties (CBA 10.240 and 16.220) or to a grievance (CBA 19.400). All units listed in section 10.120 shall have a chairperson (regardless of specific title) who fulfills the chairperson's role described in CBA 16.220 and 10.000 of this contract.**

18.300** CAUSES FOR DISCIPLINE OR DISCHARGE

The employer may discipline or discharge employees for the following causes:

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 University property or property in the custody of the University;
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 University 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 The University of Montana;
6. violation of the conflict of interest provisions of this contract;
7. exploiting or abusing students or employees, including sexual harassment as defined by ~~University~~ **the UM Policy in effect at the time of this agreement (UM Policy 707, revised 5/1/2017)**(~~Personnel Policy 406.5.4~~);
8. failure to carry out the responsibilities of a faculty member as defined in Article 6.200;

9. violation of University policies "Drug-Free Workplace" (**UM Policy 710, revised 7/27/2016** Personnel Policy 406.1, adopted 7/1/89), or "**Responsible Conduct of Research**" (**UM Policy 400, revised 10/13/2017**) ~~Scientific Misconduct" (Personnel Policy 701, adopted 08/30/99)~~, required by federal law as a condition of receiving federal funding.

Appendix A – Memorandum of Understanding on Joint Task Force to Review CBA Retrenchment Provisions

The University Faculty Association (UFA) and the Administration (ADM) agree to review the collective bargaining agreement's provisions on retrenchment for programmatic and financial reasons. The goal of this review is to reach shared recommendations for revisions to the retrenchment provisions that may better serve the interests of the collective faculty and university programs. The UFA and ADM shall form a task force with representative members in equal number to examine current contract language and concepts for possible contract improvements. The task force shall strive to reach recommendations in time for the collective bargaining cycle for the Fiscal Year 2020-21 biennial contract term. In the event shared recommendations are reached by the task force, they shall be presented to the UFA and ADM collective bargaining teams for possible incorporation into the contract negotiations, which shall be subject to ratification and approval by the UFA membership and the Board of Regents. In the event that shared recommendations are not reached, both UFA and ADM reserve the right to submit related bargaining proposals in accordance with Montana's public employee collective bargaining statute.

Appendix B--Memorandum of Understanding on the Application Procedure for 2017-2018 Outstanding Performance Awards for Non-Tenurable Faculty

Outstanding Performance Awards are intended to reward excellence in the performance of non-tenure track faculty. The procedures outlined below apply to awards given during fiscal year 2018 only. Awards given during fiscal year 2019 will follow the normal faculty evaluation process.

For awards given during FY 18, applicants shall submit documentation providing evidence of outstanding performance and current mailing address to unit chairs by May 8, 2018. Chairs will submit their recommendations to Deans by May 15, 2018. Chairs shall rank any multiple Outstanding Performance Award recommendations within their respective units. Deans will rank applicants based on the provided documentation, the Chair's recommendation, and their own assessment based on the general faculty evaluation procedures established in CBA article 10.000. Deans

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shall forward their rankings to the Provost by May 22, 2018, who will make the final decision on the granting of awards, by June 1, 2018.

Outstanding Performance Awards for FY 18 will be paid via special check during summer 2018 sent to the mailing address applicants provide.

This Memorandum of Understanding expires June 30, 2018.

Appendix C--Memorandum of Agreement on Use of Moodle for Faculty Evaluation (2017-2021)

INTRODUCTION

In an effort to create efficiencies related to faculty evaluation (UFA CBA 10.000), the Office of the Provost conducted a pilot project in 2013-2014 whereby the School of Art faculty submitted their IPRs for review on Moodle and the different evaluators reviewed these IPRs using Moodle. All involved in this pilot project (the School of Art Director, FEC Chair, Administrative Associate, Dean and Provost) reported to the UFA in the spring 2014 that using Moodle had facilitated the IPR submission and review processes for all involved and had a very positive effect on how faculty evaluations were conducted within that unit. The Office of the Provost and UFA agreed that the pilot project should be extended to a few more departments to verify whether electronic IPR submissions via Moodle would create the same type of efficiencies for other academic units.

The extended pilot project took place in 2014-2015 with participation from the following academic units: the Division of Biological Sciences and Department of Communication Studies in the College of Humanities & Sciences; the Department of Curriculum & Instruction in the PJW College of Education & Human Sciences; the Department of Management Information Systems in the School of Business Administration; and the Department of Applied Computing & Engineering Technology in Missoula College. The School of Art undertook a second year of electronic IPR submissions in 2014-15 as well. A majority of the units that participated in the extended pilot project reported to the Office of the Provost that they found electronic IPR submissions to increase efficiencies in their faculty evaluation processes.

The Office of the Provost shared the results of a survey conducted with those involved in the extended pilot in late August 2015, and asked that the UFA consider making electronic IPR submission via Moodle an option to all academic units on campus. The UFA accepted this proposal and requested that this Memorandum of Agreement be created in order to clearly set out the conditions by which UM academic units can choose to use Moodle for electronic submission and review of faculty IPRs as part of their faculty evaluation processes, starting in 2015-2016.

REQUIREMENTS

The Office of the Provost and the UFA agree that UM academic units can choose to

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offer electronic IPR submission via Moodle to their faculty in the ~~2015-2016~~ 2017-18, 2018-19, 2019-20 and 2020-2021 academic years under the following conditions:

1. Participation is voluntary. Academic units are free to use other IPR submission methods if they prefer (i.e., full hardcopy, email, Box, etc.); and individual faculty members in units where the majority opts to use Moodle for IPR submission may elect to submit their IPRs using alternate methods.
2. Academic units that choose to use Moodle for electronic IPR submission and review are not required to do so in subsequent years.
3. The UFA has approved the pilot, the extended pilot, and now approves of the Office of the Provost making Moodle sites available to all academic units for IPR submission and review in ~~2015-2016-2017-2021~~.
4. The UFA-Administration/Contract Maintenance Committee, with appropriate input from UFA Executive Board and other administrators, will be debriefed on this iteration of the use of Moodle for electronic IPR submissions and review before further implementation is considered (following CBA 10.210);
5. The Office of the Provost will work with UOnline to provide necessary documentation and assistance for academic unit users to successfully implement the use of Moodle for electronic IPR submission and review.
6. **Because deadlines for IPR submissions sometimes fall on weekends, Moodle access for reviewers will close at midnight the next working day. ~~the deadline pertaining to the submission of evaluations by the Faculty Evaluation Committees, November 15, falls on a Sunday, which is not a work day, the time and date for the close of Moodle access to the Faculty Evaluation Committee is 11:50 pm, November 16, 2015.~~**

IMPLEMENTATION

This memorandum will be implemented upon final signatures of authorized representatives of the University of Montana and the University Faculty Association of the University of Montana.

SIGNATURES

Signed and dated April 18, 2018

MUS Team

CW Cellie 4/23/18
Kevin McRae 4-24-18
JHB 4-24-18

UFA Team

Phil Coulson 4/23/18
Diana Freund 4/23/18
Paul H 4/23/18
AT 4-23-18