

Memo

To: Board of Regents
From: Kevin McRae, Director of Labor Relations and Human Resources
Date: October 28, 2009
Re: **Item 145-111-R1109**

I recommend approval of the following labor agreement between the Montana University System and the Vocational Technical Educators of Montana.

The agreement covers 98 faculty members in Butte, Great Falls, and Billings.

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

Tentative Agreement
between the
Montana University System
and the
Vocational Technical Educators of Montana

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

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9.1 TENURE

Tenure is the right to annual renewal of employment from academic year to academic year except in cases of termination for cause or layoff. Tenure is with the College through which it is granted and is not with the Board of Regents or any entity other than the College.

Tenure is awarded by the Board of Regents, following peer and administrative review and recommendation by the President in accordance with procedures established by each College.

The review prior to granting tenure and the subsequent recommendation to the Board of Regents will normally be made in the fifth year of employment. Four academic years of full-time service at the College are required before a faculty member is eligible to make application for tenure.

While normally the sixth contract of full-time employment carries continuous tenure status, unless the faculty member is given notice of termination, 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.

Just cause will be the standard for the termination of tenured faculty members except in the case of layoff.

Faculty members ~~who were granted tenure prior to the effective date of this agreement~~ shall retain their tenure status until resignation, retirement, layoff or termination for cause.

~~Faculty members hired prior to the 1996-97 academic year shall receive tenure under the procedures included in the 1991-93 collective bargaining agreement. Faculty members who were granted tenure prior to the effective date of this agreement shall retain their tenure status until resignation, retirement, layoff or termination for cause.~~

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9.2 PROBATIONARY FACULTY MEMBERS

Prior to achieving tenure, faculty members in positions not identified as temporary with full-time academic year teaching contracts are denominated as probationary faculty members. Probationary faculty members have the right to serve to the end of the contract period but not beyond unless terminated for cause during the term of the contract. Unless an individual contract expressly provides to the contrary, the contract period for all faculty members shall be the academic year. Regardless of the term of any individual contract, no such person has, or shall acquire, a right to reappointment for a period in excess of the academic year.

The Employer may terminate probationary faculty members ~~hired after the 1995-96 academic year~~ by giving written notice of termination by March 1 in the first and second years of service, by February 15 in the third and fourth years of service, and by September 30 in the fifth or later years of service. ~~Probationary faculty members hired prior to the 1996-97 academic year may be terminated for the forthcoming academic year by notification of termination by April 1 of the final academic year of employment.~~ No reasons for the termination of probationary faculty members at the end of the contract period need be provided. ~~The Employer shall have the option of providing employment or severance pay in lieu of any portion or all of the notice to which the faculty member is entitled, so long as the extension of employment or severance pay is commensurate with the notice to which the faculty member is otherwise entitled.~~ If the Employer does not provide notice by the dates specified

in this section, the faculty member shall be entitled to another academic year of employment or equivalent pay.

A faculty member hired into a temporary position is not eligible for tenure and service in such a position does not count toward probationary service for tenure unless the faculty member and the President or designee agree to the contrary in writing. Faculty members shall be informed in writing at the time of hire or rehire that their position is temporary in nature. Appointments to temporary positions lapse at the end of the academic year or the term specified in the letter of appointment, whichever occurs first, unless terminated for cause during the academic year. The notice requirements for probationary faculty members do not apply.

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9.6 (NEW SECTION – “Due Process”)

The parties affirm that faculty members are entitled to procedural due process rights as defined by law when faced with disciplinary action or discharge.

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10.1 A & B

A. Salary Increases.

~~Effective October 1, 2007, all employees hired on or before September 30, 2007, shall receive a base pay raise of 3.0 percent.~~

~~Effective October 1, 2008, all employees hired on or before September 30, 2008, shall receive a base pay raise of 3.0 percent.~~

There shall be no normal salary increases during the term of this Agreement (July 1, 2009 through June 30, 2011), however, if the Legislature convenes in a special session for the purpose of appropriating additional funding to the Montana University System, the parties to this Agreement agree to re-open the economic provisions for negotiation.

Upon ratification of this Agreement, each full-time faculty member in the bargaining unit whose base salary is \$45,000 or less shall receive a one-time payment of \$450.

B. Salary Minimums.

Minimum salaries for each level during the term of this agreement are as follows:

	July 1, 2007	October 1, 2007	October 1, 2008
Level I	\$31,800	\$32,754	\$33,737
Level II	\$35,614	\$36,682	\$37,782
Level III	\$40,708	\$41,929	\$43,187
Level IV	\$45,791	\$47,165	\$48,580

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10.1; F

Merit awards may or may not be implemented at each campus ~~during AY 2007-2008 and AY 2008-2009~~ at the discretion of the Employer.

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10.1; I; 8

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