

ITEM 128-108-R0905

**Summary of Tentative Agreement
Between
The University of Montana-Western Faculty Association
And
Montana University System
June 2005**

1. 9.43 TENURE AND PROMOTION REVIEW PROCEDURE

Delete paragraph three (error from prior contract).

2. APPENDIX 2

Memorandum of Understanding: Faculty Status

Delete reference to “Bonnie Sheriff.”

3. APPENDIX 2

Memorandum of Understanding: New Lecturer Category of Faculty

Replace with:

Memorandum of Understanding: Consideration of New Category of Faculty

The Labor/Management Committee is charged with developing new procedures, working conditions, conditions of employment, etc. with regard to establishing a new category of faculty, if it is determined necessary.

The Labor/Management Committee will complete its work no later than December 15, 2005.

It is agreed that, in accordance with Section 15.950 of the collective bargaining agreement, other relevant sections of the contract may be opened upon mutual agreement as a result of the work of the Labor/Management Committee.

4. New 12.4 DEPENDENT PARTIAL TUITION WAIVER

Delete Memorandum of Understanding: Partial Tuition Waiver Benefit for Dependents and Replace with following:

Permanent employees must be employed at least $\frac{3}{4}$ time for five or more consecutive years before being eligible for a dependent tuition waiver benefit. Employees who utilize the faculty and staff tuition waiver are not eligible for a dependent tuition waiver during the same academic term. Only one dependent may utilize the dependent tuition waiver in an academic term. A dependent includes the employee’s spouse, and financially dependent children as defined by the Internal Revenue Code who are unmarried and under age 24.

The tuition waiver benefit for dependents shall be for 50 percent of the residential tuition. In no case may registration, course fees or any other mandatory or miscellaneous fees be waived. Dependents may utilize the tuition waiver benefit to take courses at a college of technology or in any other two-year or certificate programs and to obtain a first baccalaureate degree at any unit of the university system. Dependents may not use the tuition waiver benefit to attend law school or obtain a graduate degree. The tuition waiver does not apply to non-credit, continuing education or other self-supporting courses.

5. 3.100 UNIT DETERMINATION

The bargaining unit covered by the agreement shall be composed of all faculty holding academic rank who regularly teach seven (7) or more credit hours per semester or fourteen (14) or more hours per academic year whose current appointment is with The University of Montana-Western, excluding employees teaching in extension, continuing education, or off-campus programs such as the early childhood program; chancellors; deans; executive assistants; the library director; registrar; coaches and others whose responsibility is primarily and regularly administrative. It is understood that adjunct faculty may be hired to teach up to two blocks (8 credits) per semester of regular on-campus courses without being considered part of the bargaining unit. Faculty not meeting the above criteria for membership in the bargaining unit may be added with the mutual consent of the Administration and the Association.

6. 13.82 RULES AND CRITERIA GOVERNING SABBATICAL ASSIGNMENT

2. Effective fall semester 2006, there shall be a minimum of two (2) funded sabbaticals each academic year. Other approved sabbatical assignment shall be subject to budget limitations which may exist at The University of Montana-Western at any time.

3. c. Sabbatical assignments shall be for a period of not less than one academic semester or more than one academic year, except that upon approval of the Chancellor, sabbatical assignments may be granted for a period less than one academic semester. Effective fall semester 2006, the salary paid during an approved full academic year sabbatical shall not exceed two-thirds (2/3) of the academic year contract amount established for the individual at the time the leave is approved. Effective fall semester 2006, the salary paid during an approved one-semester sabbatical shall not exceed 100 percent of the academic year contract amount established for the individual at the time the leave is approved.

7. 17.20 DURATION CLAUSE

This agreement shall be in full force and effect from the date of July 1 2005, to and including June 30, 2007, and shall be considered renewed from year to year thereafter unless either party to this agreement notifies the other party in writing not later than sixty (60) days prior to the expiration of this agreement of its desire to modify or terminate the agreement. Negotiations on proposed modifications shall commence at the earliest possible time.

8. 12.000 COMPENSATION

12.121 Normal Increase

Effective October 1, 2005, eligible faculty members shall receive a 3.5 percent normal increase on their base salaries.

Effective October 1, 2006, eligible faculty members shall receive 4.0 percent normal increase on their base salaries.

12.122 Permanent Market Adjustment

There will be zero permanent market adjustments in 2005-06 and 2006-07.

12.124 Promotion and Award of Appropriate Terminal Degree

1. Promotion

Faculty members promoted to the rank of Assistant Professor or Associate Professor consistent with the promotion procedures in effect under this agreement shall receive additional compensation added to their base salaries of \$2222 in 2005-06 and \$2311 in 2006-07. Faculty members promoted to the rank of Professor consistent with the promotion procedures in effect under this agreement shall receive additional compensation added to their base salaries of \$2983 in 2005-06 and \$3102 in 2006-07. Promotion increases shall be implemented effective August 1 each year.

12.127 Salary Minimums

No change in paragraph one.

<u>Rank</u>	<u>07/01/05</u>	<u>Effective 10/01/05</u>	<u>Effective 10/01/06</u>
Professor	\$47,230	\$48,883	\$50,838
Associate Professor	\$40,252	\$41,661	\$43,327
Assistant Professor	\$35,472	\$36,714	\$38,183
Instructor	\$28,047	\$29,029	\$30,190

12.200 Summer Session

The rate of summer session shall be at the rate of two-ninths (2/9) of the regular academic year salary for full-time teaching. The summer session salary for a full-time teaching workload shall not exceed a maximum of \$9688 for summer 2006 and \$10,076 for summer 2007. The summer salary for less than full-time teaching workload shall not exceed the full-time maximum multiplied by the ratio of the actual workload to the full-time workload. A full-time teaching workload for summer term is nine (9) summer semester credits. Faculty teaching in excess of nine (9) semester credits in summer session shall have their salary increased proportionately. When courses are offered on an enrollment contingent basis and enrollment is below the required minimum, the faculty member and the summer school director may mutually agree to a reduced level of compensation.

9. 7.220 WORKLOAD

Change second paragraph to read:

The normal teaching workload for full-time tenured and tenure-track faculty will typically be twenty-four (24) credit hours per academic year. If the faculty workload committee determines that a tenured or tenure-track faculty member is carrying an inequitable workload, such faculty member shall be eligible for additional compensation at the rate of \$828 per credit hour in 2005-06 and \$861 per credit hour in 2006-07.

APPENDIX 2

NEW Memorandum of Understanding: Experience One, Faculty Recognition

1. In recognition and acknowledgement of the exceptional efforts of faculty of The University of Montana-Western in the implementation of Experience One and the resulting positive impact on student enrollment and retention, every full-time faculty member employed during academic year 2004-05 and expected to be employed the entire academic year 2005-06 shall be paid a one-time-only lump sum bonus of \$1250. Payment shall be made on a separate check no later than June 21, 2005.
2. Full-time faculty members who have been employed at least the entire 2004-05 academic year shall receive, in addition to the normal increase of 3.5 percent, as .75 percent increase on their base salaries as a direct result of their contributions to The University of Montana-Western in the form of Experience One and increased student enrollment and retention. The increase shall be effective October 1, 2005.
3. Effective October 1, 2006, full-time faculty members who have been employed at least the two full prior academic years shall receive a base salary increase of 1.0 percent in addition to the normal increase of 4.0 percent. The additional 1.0 percent increase is contingent upon faculty members' continuing efforts to promote the continued success of Experience One, as outlined in the joint Union/Management informational memorandum.