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IDnum 183 **Language** English **Country** United States **State** MT

Union Montana State University- Billings Faculty Association

Local

Occupations Represented
Teachers—postsecondary

Bargaining Agency Montana University System Board Of Regents

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 1999 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

**ADDENDUM TO 1999-2002
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE MONTANA UNIVERSITY SYSTEM
AND
MONTANA STATE UNIVERSITY-BILLINGS
FACULTY ASSOCIATION**

INDEX OF AMENDMENTS

- 2.200 [DURATION](#) - modify first paragraph
- 5.400 [STUDENT GRIEVANCES](#)
- 5.410 DEFINITION - delete
- 5.420 STUDENT GRIEVANCE PROCEDURES - delete.
- 7.200 [UNIVERSITY LECTURER APPOINTMENTS](#) - modify first paragraph.
- 9.520 [EVALUATION OF PROBATIONARY FACULTY](#) - change item E.1.
- 9.540 [EVALUATION FOR TENURE](#) - change items B and D.
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MODIFY THE 1999-2002 COLLECTIVE BARGAINING AGREEMENT AS FOLLOWS:

2.200 DURATION

Change to read:

This agreement shall be in full force and effect from the date of approval by the Board of Regents of the Montana University System and shall continue until and including June 30, 2003; and shall be considered as renewed from year to year after June 30, 2003, unless either party notifies the other in writing at least ninety (90) days prior to the expiration of the agreement. This agreement shall be opened at mutually agreeable dates in order to negotiate compensation for the 2001-2002 and 2002-2003 academic years

Retain the second paragraph as per the current agreement.

5.400 STUDENT GRIEVANCES

Change title to: STUDENT COMPLAINT RESOLUTION PROCEDURE

Add the following new language:

Where a student has good cause to believe that he/she has a complaint he/she may utilize the Student Complaint Resolution Procedure found in the Student Handbook. A complaint against a faculty member shall not result in forfeiture of said faculty member's rights and responsibilities as protected under the CBA. Any changes in the student handbook that may affect faculty rights and responsibilities as protected under the CBA must be approved by the FACC prior to implementation.

5.410 DEFINITION

Deleted.

5.420 STUDENT GRIEVANCE PROCEDURE

Deleted.

7.200 UNIVERSITY LECTURER APPOINTMENTS

Line 10 of the first paragraph is changed to read as follows:

However, lecturers in their second or subsequent year of full-time service must be notified of the nonrenewal of their contract by April 1 of each year.

9.520 EVALUATION OF PROBATIONARY FACULTY

Change item E.1. to read as follows:

by not later than March 15 of the first year of service at the University if the appointment terminates at the end of the year; or, if the first-year appointment terminates during an academic year, at least three (3) months in advance of its termination;

9.540 EVALUATION FOR TENURE

Change items B and D as follows (all other items remain as per the current contract).

- B. The Department Rank and Tenure Committee shall prepare a written recommendation (including reasons) for each eligible applicant in the unit, and shall forward both to the appropriate Dean by October 10. The Dean shall prepare a written recommendation (including reasons) and shall forward it to the University Rank and Tenure Committee by November 9. The University Rank and Tenure Committee shall prepare a written recommendation (including reasons) and shall forward it to the Academic Vice Chancellor by December 13. All evaluations and recommendations shall be based on evaluative criteria as specified in Sections 9.310 (General Criteria), and 9.331 (Appropriate Terminal Degrees).

- D. The Academic Vice Chancellor shall prepare a written recommendation (including reasons) and shall forward it to the Chancellor, and a copy to all preceding committees/individuals in the evaluation process, to the appropriate Department Chair and to the faculty member, no later than January 15. In preparing his/her recommendation, the Academic Vice Chancellor may discuss the University Rank and Tenure Committee's recommendation with the Committee.

9.633 UNIVERSITY EVALUATION CRITERIA FOR LECTURERS

Change to read:

Because lecturers have specific duties that emphasize teaching and advising as stated in Section 7.210, the Department Rank and Tenure Committee evaluation will assess the lecturer in terms of the Position Description and include documentation in the following areas:

- A. Documentation of Excellence in Classroom Teaching
 - Peer reviews by tenure track faculty (as specified in the position description).

- Student assessments (all courses each semester will be evaluated by students).
 - Innovations in teaching.
 - Currency of instruction and content.
 - Relevance to the mission of the department, the college, and the university.
 - Assessment of educational outcomes.
- B. Advisement
- As specified in the position description.
- C. Documentation demonstrating fulfillment of additional goals and objectives of the Position Description.

14.121 FACTORS

Change Step Factors as follows:

Maximum Step:

Instructor/Lecturer	20
Assistant	20
Associate	30
Professor	None

APPENDIX 4 -- MEMORANDUM OF UNDERSTANDING

The parties agree to a 3% base-building salary increase for the Academic Year 2001 effective October 1, 2000.

It is understood the funding of this salary settlement will require the cooperation and support of faculty, administration, and the faculty association in order to achieve the following:

- 1) Increased recruitment and retention of students
- 2) Streamlined curricula
- 3) Development of an Academic Master Plan to include a review of workloads, allocation of funds, and new program development.

MEMORANDUM OF UNDERSTANDING

It is agreed by all parties that for the 2001-2002 Academic Year, faculty will be able to elect to be paid in 26 biweekly installments. This option will apply to payment for the regular academic year contract salary. Additional compensation and summer school compensation will be paid separately in the same manner it is paid to the faculty who are paid over the traditional 19 or 20 pay periods specified in section 14.145 of the 1999-2002 Collective Bargaining Agreement. Election to participate in the 26 biweekly installment option must be received at the Payroll Office in Financial Services by May 4th. Faculty who do not elect this option by this date will remain on 20 biweekly pay periods. Faculty who elect the 26 biweekly installment option cannot change to the 20 biweekly pay option.

It is understood by all parties that the action agreed to in this memorandum of understanding is experimental for the 2001-2002 academic year only and will not be offered beyond the 2001-2002 academic year unless expressly renewed by the mutual agreement of all parties.