

MASTER AGREEMENT

between

**DAWSON COMMUNITY
COLLEGE
BOARD OF TRUSTEES**

and

**GLENDIVE FEDERATION OF
TEACHERS
Local No. 3402,
American Federation of Teachers,
AFL-CIO**

for

2019-2023

Issued: - September 23, 2019

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MASTER AGREEMENT

**Between
Dawson Community College
Board of Trustees
and
Glendive Federation of Teachers
Local No. 3402
for
2019-2023**

PREAMBLE

This agreement is made and entered into September 23, 2019 by and between the Dawson Community College Board of Trustees and the Glendive Federation of Teachers, Local No. 3402, American Federation of Teachers, AFL-CIO, and has as its goal the furtherance of quality education, the establishment of an equitable procedure for the resolution of grievances and the formal understanding relative to wage, hours, and conditions of employment.

**ARTICLE 1
INTENT**

The Federation and the College subscribe to the principle that whenever possible, any and all differences shall be resolved by peaceful and appropriate means without interruption to the College.

**ARTICLE 2
DEFINITIONS**

2.1 – Board

For the purposes of this Agreement, "Board" shall mean the Board of Trustees for Dawson Community College.

2.2 - College

For the purposes of this Agreement, "College" shall mean the institution, Dawson Community College.

2.3 - Administration

For the purposes of this Agreement, "Administration" shall mean the President and other appointed administrative officers of Dawson Community College who are not members of the bargaining unit.

2.4 - President

For the purposes of this Agreement, "President" shall mean the permanent or acting President of Dawson Community College.

2.5 – Bargaining Unit Members

For the purposes of this Agreement, "Member" shall mean the individual members of the bargaining unit.

2.6 - Faculty

For the purposes of this Agreement, "Faculty" shall mean all personnel eligible to be members of the Federation.

2.7 - Federation

For the purposes of this Agreement, "Federation" shall mean the Glendive Federation of Teachers, Local No. 3402, American Federation of Teachers, AFL-CIO.

2.8 - Parties

For the purposes of this Agreement, "Parties" shall mean the Board of Trustees of Dawson Community College and the Glendive Federation of Teachers, Local No. 3402.

2.9 – Faculty Classification

For the purposes of this Agreement, the Board and the Federation recognize three classifications of faculty status. New faculty will be placed in one (1) of the three (3) classification of faculty status, subject to review by the Federation and the Board.

2.9.1 - Full-Time Faculty

Those faculty teaching at least thirty (30) credit hours per year, unless otherwise waived pursuant to Article 13 regarding authorized leave, and with consideration to "student credit hours" and whose major role is in classroom instruction, academic advising of students, or teaching faculty on released time for para-curricular or administrative duties, and whose duties constitute a full-time position during the life of this contract. Student credit hours are defined as the number of credits times the number of students in that class. A two-hour (2) lab will count as two (2) student credit hours. Full-time faculty and full-time faculty on released time will receive annual contracts.

2.9.2 - Part-time Faculty

Those faculty whose duties are instructional, para-curricular, or administrative, and who are employed by the College at least one-half (1/2) time, but not full-time. Part-time faculty who are less than full-time but at least half-time will receive semester contracts subject to semester review of such positions by the College.

2.9.3 – Adjunct Faculty

Those faculty who are instructional and who have less than a one-half (1/2) time load. Adjunct faculty will receive semester contracts. Administration and the Federation

acknowledge that only certain clauses contained within this Agreement apply to adjunct faculty. Unless the clause specifically includes adjunct faculty, the clause does not apply.

2.9.4 – Head Coaches

Those faculty who are at least half-time and whose primary responsibilities are to oversee aspects of College-recognized athletic programs. These faculty are given annual contracts.

2.9.5 – Assistant Coaches

Those faculty who are employed up to half-time and whose primary responsibilities are to assist coaches in completion of duties related to College-recognized athletic programs. These faculty are given annual contracts. Assistant coaches are subject to the provisions of the MOU.

2.9.6 – Special Lecturers

Those individuals who are presenting a specific training or course of instruction that is less than a semester in length. Special lecturers will receive a contract only for the specific training or instruction they provide. Special lecturers are not part of the collective bargaining agreement.

2.10 – Days

When not otherwise defined within this agreement, days shall mean regular weekdays excluding weekends and holidays recognized by the College.

ARTICLE 3 RECOGNITION

The Board recognizes the Federation as the exclusive bargaining agent for the faculty members in the bargaining unit as described herein: All head-coaching and half-time assistant coaching position, library services director, full-time teaching faculty, part-time teaching faculty members who teach approximately one-half (1/2) the teaching load of a full-time teaching faculty or engage in a substantial degree of teacher-related activities, and adjuncts, and shall exclude Administration, exempt positions and position covered by DCCU's collective bargaining agreement.

ARTICLE 4 ACADEMIC FREEDOM AND INTELLECTUAL PROPERTY

4.1 – Academic Freedom

Academic freedom is encouraged and protected as essential to the objectives and purposes of the college. The welfare and strength of the College and society at large depend upon the free search for truth and its free expression. To this end the College shall recognize and protect full freedom of inquiry, teaching, research, discussion, study, publication, and for artists, the creation and exhibition of works of art, without hindrance, restriction, equivocation, and /or Board or Administration reprisal. This right extends to

other facets of campus life to include the right as a Member to speak on general education questions. The right of academic freedom shall be the right of every Member.

The parties to this Agreement shall also recognize that each Member is a citizen, and a member of a learned profession as well as an employee of an educational institution. When he/she speaks or writes as a citizen, he/she shall be free from institutional censorship or discipline. When acting as a private citizen, the Member has an obligation to make it clear that he/she speaks, writes, and acts for himself/herself and is not acting as a representative of the College. Academic freedom must not be abused, to the detriment of students, faculty college, or community.

4.2 – Selection of Teaching Aids

College purchasing guidelines must be followed in the selection of materials. Faculty are entitled to academic freedom in the selection of textbooks, audio-visual and other teaching aids. The library as an integral academic resource is also fully covered under all academic freedom provisions of this agreement.

4.3 – Intellectual Property

To the extent not in conflict with policies of the Montana Board of Regents of Higher Education, works made in the course of a faculty member's normal duties and responsibilities are the sole property of the faculty member, who has the right to determine the use, disposition of and distribution of revenue derived from such work. This includes all works originally prepared and used by the faculty member in the preparation of and delivery of classes, short courses, seminars and presentations, either by traditional classroom lecture, video, teleconference, webcast, telecast, radio broadcast, DVD, or other archival storage and replay technology. Access to faculty owned intellectual property will be limited by the originating faculty member to enrolled students, but will be made available for review by administration and accrediting agencies. The originating faculty member will be the final arbiter of the extra-curricular use and dissemination of such property beyond the originating faculty member's teaching load.

ARTICLE 5 NON-DISCRIMINATION

5.1 – Non-discrimination

Neither the College nor the Federation shall discriminate on the basis of race, color, religion, creed, political ideas, sex, gender identity, sexual orientation, age, marital status, physical or mental disability, national origin or ancestry unless based on reasonable grounds.

5.2 – Equitable Treatment

This Agreement shall be applied equally in all cases with respect to salaries, hours, and terms and conditions of employment.

ARTICLE 6
BOARD/FEDERATION COMMUNICATIONS

6.1 – Board Agendas

The Board shall provide the Federation with a copy of its agenda and time and place of all regular or special meetings of the Board.

6.2 – Board Minutes

All minutes of the Board, once approved, shall be transmitted to the President of the Federation at the time of transmittal to the Board membership and the College Administration.

6.3 – Labor-Management Committee

The College and the Federation continue to explore ways to work cooperatively and collaboratively. To that end, the College and the Federation establish a labor-management committee. The purpose of the committee will be to discuss, explore, and study problems referred by either party. The committee is authorized to make recommendations to the Administration and to the Federation, but has no authority to change, delete, or modify any of the terms of this Agreement. The committee shall meet at least monthly during the academic year and at least once during the summer break. The committee shall be composed of four to six members, with equal numbers representing the College and the Federation. Each party shall designate one of its committee members as a lead delegate and the lead delegates shall co-chair the committee. Committee meetings may be called by either co-chair upon forty-eight (48) hours written notice to committee members. Email communication is considered written notice in this context.

ARTICLE 7
FEDERATION RIGHTS

7.1 - Communication

Copies of all written communication distributed to any faculty by the Administration regarding working conditions shall be supplied to the Federation.

7.2 – Federation Use of Facilities

The Federation shall have the right to use the college meeting rooms at reasonable times when such rooms are not otherwise in use. The Federation will give the College notice of such use. The Federation shall reimburse the College for the actual cost of any materials or supplies utilized in connection with the use of the meeting rooms. Facility use will be requested through the established scheduling procedures.

7.3 – Federation Use of Campus Mail

The Federation may use the faculty mailboxes and the College-mail system for communications.

7.4 – Requests of Public Documents

The Administration shall provide to the Federation upon request all public documents which will assist the Federation in developing intelligent, accurate, informed and constructive proposals. Documents shall be provided within ten (10) working days. The President, or designee, of the College shall also furnish to the Federation within ten (10) working days the available information which is necessary to process grievances under this Agreement. The Federation shall state in writing to the President or designee which public documents it needs and to whom the documents shall be delivered. If both parties mutually agree, in writing, the deadline may be extended.

7.5 – Dues Deduction Authorization

The College shall deduct Federation membership dues from the salary of each faculty member who has authorized such deduction in writing. These funds shall be turned over to the Federation.

7.6 – Federation Use of Equipment

The Federation shall be allowed use of all office equipment when not used for regular business. All supplies shall be furnished by the Federation or remunerated to the College.

ARTICLE 8 MANAGEMENT RIGHTS

8.1

The College shall have the right to determine its structure, mission, policies and purposes.

8.2

The policies of the College shall extend, but not be limited, to the following:

8.2.1

Direct faculty.

8.2.2

Hire, promote, transfer, assign and retain faculty.

8.2.3

Relieve faculty from duties because of lack of work or funds, or under conditions where continuation of such work be inefficient or nonproductive.

8.2.4

Maintain the efficiency of College operations.

8.2.5

Determine the methods, means, job classification, and personnel by which College operations are to be conducted.

8.2.6

Take whatever actions may be necessary to carry out the missions of College in situations of emergency.

8.2.7

Establish the methods and processes by which work is performed.

8.3 – Salary Deduction

The Administration, at its discretion, may deduct one (1) full day's salary or portion thereof for each partial or full day of absence from the monthly amount owed to any full-time faculty member whose absence from campus or failure to meet regularly scheduled classes is not properly excused or authorized under the terms of this agreement. Written notice of any such salary deduction shall be given to the affected faculty member along with the rationale for such deduction before any deduction is enforced so that the faculty member has an opportunity to explain his/her absence to the Vice President of Academic and Student Affairs.

ARTICLE 9
WORKING CONDITIONS

9.1 - Equipment

The College shall make reasonable accommodations to provide each faculty member with adequate equipment, facilities, and support services.

9.2 – Personnel Files

A faculty member shall have the right to examine his/her personnel files during normal business hours of the College.

9.2.1 – Examination of Files

A Federation representative, in the company of the affected faculty member, may examine the personnel files of the affected faculty member. Outside agencies, or those agencies with a legitimate business reason, including law enforcement, auditors and accrediting bodies, may have access to files as provided by law or required by regulatory agencies. The college shall notify the faculty member and the Federation regarding extraordinary request for access to personnel files. Email shall be considered an appropriate communication in this circumstance. The College has the responsibility to establish and post guidelines for the security of personnel records.

9.2.2 – Removal of Material

Material existing in personnel files may not be removed without mutual consent of the faculty member and Administration.

9.2.3 – Anonymous Material

No anonymous material shall be placed in personnel files.

9.2.4 – Adverse Material

A faculty member shall be notified by the Administration of any adverse or questionable material placed in his/her file. The faculty member shall have the right to submit a written response to such material. Such response will be attached to the challenged material.

9.3 – Maintenance of Personnel File

Each faculty member is expected to maintain in his/her personnel files the following information:

9.3.1

Address and local telephone number.

9.3.2

His/her academic training record and update of same semester by semester.

9.3.3

Special achievements he/she wishes recorded.

It is a faculty member's duty to provide the Administration proof of successful completion of sufficient credits to move laterally to the higher education column on the salary schedule. Notice of an intent to move must be provided to the Vice President of Academic and Student Affairs by August 1 of the year in which the increase is requested.

9.4 – Academic Calendar

For the purposes of this agreement, the academic year for faculty begins up to four (4) working days prior to the first day of scheduled classes in fall semester. Spring semester begins up to three (3) working days prior to the first day of scheduled classes. The academic year ends with the close of spring semester, which occurs with the conclusion of finals, commencement and one (1) duty/marking day (e.g., for filing all final grades). Up to three (3) additional days may be required for new faculty for the purposes of orientation and training.

9.5 – Minimum Workweek

The minimum full-time faculty workweek shall be thirty-five (35) hours per week on campus, except that properly authorized off-campus activities shall be counted as a part of the minimum faculty workweek. A faculty member shall maintain posted office hours on campus to meet the needs of students, prepare for classes, attend faculty meetings, direct programs and activities during normal work hours.

9.6 – Faculty Meetings

Where attendance is required, the Administration will give a twenty-four (24) hour notice before a faculty meeting.

9.7 – Special Duty Days

Included in the academic year are the equivalent of no more than six (6) special duty days for returning faculty and nine (9) special duty days for new faculty as required by the Vice President of Academic and Student Affairs. Special Duty Days will be scheduled prior to the beginning of each semester and will not fall on Saturday, Sunday, or legal holidays. Special Duty Days are for faculty professional development, curriculum development, planning and other activities relevant to the welfare of the College and as deemed necessary by the Administration. Attendance on special duty days is required except under extenuating circumstances with the concurrence of the Vice President of Academic and Student Affairs or designee.

9.8 – Outside Employment

Full-time faculty may accept part-time employment outside the College so long as such outside employment does not interfere with the performance of their assigned duties or duty days.

9.9 - Travel

Upon request, when a faculty member attends a workshop, a conference or field trip requiring overnight stays, the expenses for travel and lodging will be prepaid and other expenses will be reimbursed, providing the following regulations are observed:

9.9.1 – Prior Arrangement

Prior arrangements are cleared through established procedures;

9.9.2 - Receipts

Receipts to document both prepaid and out-of-pocket expenses shall be submitted to the Vice President of Academic and Student Affairs or designee;

9.9.3 - Reimbursements

The state rate will be paid to those traveling by personal car on authorized trips. Reimbursements will be made according to established procedures.

9.10 – Credit Hour Load

Faculty assigned credit load shall not exceed eighteen (18) classroom instructional credit hours per semester nor more than thirty (30) per academic year; however, said semester and/or credit loads may be waived in writing by the instructors with concurrence of the Vice President of Academic and Student Affairs. Classroom schedules for each instructor shall be developed by the Vice President of Academic and Student Affairs. A reasonable effort shall be made to maintain equity in load to arrive at an average load of fifteen (15) classroom instructional credit hours for all instructors each fall and spring semester.

9.10.1 - Labs

Two (2) hours of science/career and technical labs will count as one and one-half (1.5) credits of faculty load.

9.10.2 – Release Time

Release time for other duties shall be determined by the Vice President of Academic and Student Affairs or designee.

9.10.3 – Class Preparations

The aggregate number of class preparations shall not normally exceed nine (9) per year and student contact hours for each faculty shall be considered in determining load. An effort shall be made to maintain equity in load.

9.10.4 – Work and Field Experience and Internship Monitoring

Work experience, field experience and internship monitoring shall not be considered a part of classroom instructional credits, hours or overload. An appropriate agreement shall be signed with the Vice President of Academic and Student Affairs. Faculty members shall be reimbursed according to the para-curricular scale.

9.11 – Co-Requisite Classes

Faculty load for teaching co-requisite classes will be calculated on a one-for-one (1-for-1) basis for the additional load created by the non-credit bearing co-requisite portion of the course. *For example, an instructor teaching a co-requisite writing course would be credited with teaching a four (4) credit course: (three (3) credits for WRIT 101 and one (1) credit for the additional non-credit hour of teaching the co-requisite portion of the course).*

ARTICLE 10 GRIEVANCES

10.1 – Definitions

“Grievance” is a claim by a Grievant that there has been a breach, misinterpretation, or a misapplication of the terms of this agreement. This procedure applies only to violations of the Collective Bargaining Agreement. It does not allow for Interest Arbitration.

“Grievant” is an Employee, group of Employees, or the union filing a grievance.

“Days” shall mean regular weekdays excluding weekends and holidays recognized by the College.

10.2 - Right to Representation

At least one (1) Federation representative shall be informed in advance and allowed release time to represent a Grievant during investigatory or disciplinary meetings as well as attend other meetings, hearings, appeals and other proceedings relating to a Grievance. Employees involved in the investigation, processing, or hearing of any Grievance shall not suffer any loss of salary or benefits in respect to Grievance processing.

The College’s Human Resources Director or the Director’s designee, may participate in and attend these meetings at the President’s discretion.

10.3 – Grievance Procedure

Both parties agree to resolve the grievance at the lowest possible step.

Step 1: A written formal Grievance will be filed by a Grievant with the President and/or designee of the College within ten (10) days after the date it was found to exist. The Grievance Report Form shall be used.

Step 2: Within ten (10) days of filing the Grievance, the Grievant and representative will meet with his/her direct supervisor to determine if the Grievance can be resolved.

Step 3: If the Grievance is not resolved at Step 2, the Grievant and representative will meet with the direct supervisor and his/her respective administrator within ten (10) days after the initial meeting. The respective administrator's decision shall be in writing and delivered to the Federation within ten (10) days of this meeting.

Step 4: If the Grievance is not resolved at Step 3, the Federation may appeal it to Mediation within ten (10) days from receipt of the written response of the administrator, or ten (10) days if the College fails to respond, and shall request that the Board of Personnel Appeals (BOPA) appoint a Mediator to the dispute. Another neutral third party mediator may be used if agreed upon in writing by both parties. The Mediator shall consult with the parties in an attempt to bring resolution to the Grievance. The Mediator shall not produce any records or testimony nor make any statement with regard to any mediation conducted by him/her in any forum or proceeding before any court, board, investigatory body, arbitrator, or fact finder.

Step 5: If the Grievance remains unresolved at Step 4, the Grievance, only at the option of the Federation, may be appealed to final and binding arbitration. The Federation will notify the President or designee of its decision to submit the grievance to an impartial arbitrator by providing written notice within ten (10) days of the conclusion of the Mediation in Step 4.

Within ten (10) days after written notice of submission to Arbitration, the parties shall attempt to agree upon the selection of an arbitrator. If no agreement is reached, they shall request a list of five (5) arbitrators from the BOPA, unless both parties agree to request a different list. Within ten (10) days of receipt of the list of arbitrators, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator. The party prevailing in a coin toss shall elect to strike first or allow the other party to strike first.

The arbitrator shall consider the grievance, conduct a hearing and/or receive the parties' briefs and have all necessary authority to render an award and issue a remedy that shall be final and binding upon the parties.

10.4 – Arbitration Costs

Each party shall bear its own cost of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties. If one (1) of the parties wants a transcript

of the arbitration proceedings, the party requesting the transcript will pay the costs of the transcript. If both parties request transcripts, they shall share equally the costs.

10.5 – Election of Remedies

The aggrieved party may have the grievance or disputed interpretation of the agreement resolved either by final and binding arbitration or by any other available legal method and forum, but not by both. After a grievance has been submitted to arbitration, the grievant and the exclusive representative, waive any right to pursue against the College an action or complaint that seeks the same remedy. If a grievant or the exclusive representative files a complaint or other action against the College, arbitration seeking the same remedy may not be filed or pursued.

10.6 – Exceptions

The time limits provided in this Article shall be strictly observed unless extended by written agreement of both parties. Similarly, steps of the grievance process shall be strictly observed unless extended by written agreement of both parties. Notwithstanding the expiration of this Agreement, any claim or grievance may be processed through this grievance procedure until resolution.

10.7 – No Reprisals

Neither the College nor the Administration shall subject Grievant or the Federation to reprisals of any kind because of participation in the grievance procedure.

10.8 – Personnel Files

All documents, communications, and records with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE 11 EVALUATION

11.1 – Evaluation

The Vice President of Academic and Student Affairs or his/her designee (hereafter referred to as the evaluator) shall collectively be responsible for the evaluation of all faculty members and making recommendations to the President on matters of tenure and retention of faculty.

The college shall develop and evaluation process and evaluation documents in coordination with the Federation understanding administration has the final right to approval. A separate evaluation process and documentation may be developed for head coaches and/or the Library Director.

11.2 – Prior Notice of Evaluation

In the case of the first-year faculty member, the evaluator will provide him/her with a copy of the evaluation instrument and an explanation of the evaluation process in advance of any observations or commencement of the evaluation.

11.3 – Areas of Evaluation

Faculty shall be evaluated in their assigned area which includes, but is not limited to, teaching, advising, assessment, committee work, professional development, service (serving on college committees, participating in college activities and/or participating in community/professional organizations) and job description.

11.4 – Conditions of Evaluation

In evaluating a faculty member, all evaluation of the faculty member's activities shall be conducted openly and with the faculty member's full knowledge and awareness. Advance notice of intent for formal evaluation shall be given to the faculty member. Informal evaluation is continuous and may lead to formal evaluation. Formal evaluations are written, documented and placed in the faculty member's personnel file. Informal evaluations are not placed in the faculty member's personnel file.

11.5 – Number of Evaluations

Evaluation will continue regularly throughout the faculty member's service. A non-tenured faculty member will be evaluated at least once yearly. Tenured faculty members will be evaluated at least once every three (3) years.

11.6 – Post-Evaluation Conference

A faculty member's formal evaluation shall be in writing. The evaluator shall hold a conference with the faculty member within fifteen (15) business days (or a mutually agreed upon date) following the observation. At this time a copy of the report will be provided to the faculty member and a plan of improvement developed if needed.

Evaluation reports to be placed in the faculty member's personnel file shall be discussed between the faculty member and the evaluator and shall be signed by the faculty member to signify his/her notification that the item will be placed in the file. The faculty member shall be provided the opportunity to write a rebuttal to the evaluator's conclusion to be attached to the evaluation report. Any written rebuttal must be received by the Human Resources office within fifteen (15) business days after the post-evaluation conference.

ARTICLE 12 **TENURE**

12.1

Faculty are eligible to apply for tenure during their fifth (5th) consecutive year of full-time employment, to be awarded in their sixth year. If the College does not intend to award tenure with the sixth contract, the faculty member must be so informed by December 31st of the fifth (5th) year of service. In this case, the College will provide the faculty member with a letter of non-renewal.

12.2

Timeline for Tenure Application:

12.2.1

Faculty Application due no later than June 1st of the end of the faculty member's fourth (4th) academic year of full-time teaching.

12.2.2

Peer Review with written recommendation due to Dean of Academics no later than October 15th.

12.2.3

Dean of Academics written recommendation with faculty tenure application, peer review due to Vice President of Academic and Student Affairs and the President no later than October 30th.

12.2.4

The President's recommendation shall constitute the final recommendation to the Board of Trustees regarding tenure. These timelines can be extended by mutual agreement of the President and the Pre-Tenure Faculty.

12.2.5

The Board of Trustees will act on tenure recommendations at its December Board meeting unless the Federation and the President mutually agree to a postponement of action by the Board of Trustees. (If agreed upon, this also extends notice as defined in Article 13 Termination of Employment.)

ARTICLE 13 **TERMINATION OF EMPLOYMENT**

13.1 – Voluntary Termination

A faculty member may terminate employment effective at the end of an academic year by submitting a written resignation to the President by April 15th of that year. Granting releases to faculty members at other times will be at the recommendation of the President and the discretion of the Board.

13.2 - Non-Renewal of Non-Tenured Full-Time Faculty Not For Cause

Written notice of non-renewal not for cause will be given to the Faculty in advance of the expiration of appointment as follows:

13.2.1

Not later than March 15th of the first (1st) through the fourth (4th) academic year of service. Not later than December 31st of the fifth (5th) year of service if tenure is not granted or if mutually agreed upon postponement in 12.2.5.

13.3 - Termination for Cause

The President may terminate any faculty member for just cause. Just cause for discharge shall include but not be limited to the following:

13.3.1

Conviction or acceptance of a guilty plea for a felony or a crime involving moral turpitude during the period of employment at the College or the willful concealment of such crime in making application for employment;

13.3.2

Failure of a faculty member to carry out his/her responsibilities, which failure must be directly and substantially related to the fitness of the faculty member's professional capacity;

13.3.3

Fraud or misrepresentation of professional preparation, accomplishments, or experience in connection with initial hiring or in the submission of materials for evaluation, or salary adjustment purposes;

13.3.4

Incompetence after notice and opportunity to improve;

13.3.5

Failure to fulfill provisions of employment contract.

13.4 - Termination for Financial Exigency or Cutback Of Faculty

In the event a full-time faculty member is terminated for other than Adequate Cause or Not for Cause, the Administration will:

13.4.1

At least two (2) months in advance of terminating the faculty member, meet and confer with the Federation and the faculty member on the nature of the cut-back proposed and on administrative options and solutions;

13.4.2

Be open to alternative solutions that the Federation may propose for solution of the cut-back proposed;

13.4.3

Make every reasonable effort to place the faculty member in question in another vacant or new faculty position within the college, for which he/she is academically qualified.

13.4.4

In cases where it becomes necessary because of Financial Exigency or Program Reduction to reduce the number of faculty members in a particular program, discipline, activity, or supportive service to the College, the faculty member terminated shall be selected in order of inverse seniority in the particular program,

discipline, activity, or assorted services to Dawson Community College. The person or persons whose services have been terminated must be reinstated, if they so desire, should the position be reactivated within a one (1) year period of time.

13.5 – Non-Renewal

Notice of non-renewal of part-time faculty will be given by April 1st for the following fall semester and by December 1st for the following spring semester.

13.6 - Reversion

A part-time instructor who has changed to full-time status may be reverted, at the discretion of the College, to part-time status upon six (6) month notice within three (3) years of the effective date of such change. After such three (3) year period, and if such instructor has not been returned to part-time status, the appointment shall be considered a regular appointment retroactive to the effective date of full-time status.

ARTICLE 14 LEAVES

Faculty members will follow established college procedures when using Leave.

14.1 – Sick Leave

Each full-time faculty member shall earn ten (10) days of sick leave per academic year. All eligible part-time faculty members shall earn sick leave on a pro-rated basis. The unused portion of such allowance shall accumulate from year-to-year. Compensation for unused sick leave upon termination and shall be paid in a lump sum payment equal to one-fourth (1/4) of the accumulated sick leave at the rate of pay at the time of termination. Sick leave will not be allowed for a period of ninety (90) days following the first actual starting day of employment.

The College shall provide each faculty member with a written accounting of his or her accumulated sick leave at the beginning of the academic year. Faculty members will notify the Vice President of Academic and Student Affairs or designee when absent from the campus for medical appointments during normal working hours and when they return.

14.2 – Bereavement Leave

Faculty members shall be entitled to three (3) days bereavement leave not to be deducted from sick leave for the death of any member of his/her immediate family. Members of the immediate family are defined as: husband; wife; son; step-son; son-in-law; daughter; step-daughter; daughter-in-law; father; father-in-law; mother; mother-in-law; step-father; step-mother; brother; sister; ~~step-half~~ brother; ~~step-half~~ sister; grandparents; grandchildren; brother-in-law; sister-in-law; significant other or any relative living in the immediate household. Notice must be given to the Vice President of Academic and Student Affairs or designee. The President may grant exceptions.

14.3 – Family and Medical Leave

Family and medical leave shall be granted according to the terms of the Family and Medical Leave Act of 1993.

14.4 - Other Leave

Other extended paid or unpaid leave for the regular college academic year or for any term may be granted by the President or designee. Each application will be considered on its own individual merits. The adjustment of teaching assignments during the leave will be an important factor in the consideration.

14.5 – Military Leave

Through established procedures, upon application, military leaves without pay shall be granted.

14.6 – Personal Leave

Full-time faculty shall be granted three (3) days personal leave without reduction in salary provided the faculty member gives two (2) days written advance notice to the Vice President of Academic and Student Affairs or designee. One (1) additional personal leave day will be granted for fifteen (15) years of service at the College, and one additional personal leave day will be granted for twenty-five (25) years of service at the College for a total of five (5) personal leave days. Said leave shall not be deducted from faculty member's sick leave. No more than four (4) faculty members shall be granted personal leave at the same time. Personal leave will not be taken on special duty days, scheduled advising and registration days, except under extenuating circumstances with the concurrence of the Vice President of Academic and Student Affairs or designee.

14.7 – Federation Leave

The College shall grant a total of five (5) days leave per academic year for MEA/MFT and NEA/AFT business. These days may be divided among the Federation officers or designees at the discretion of the Federation. Said leave shall not be deducted from faculty member's sick leave. Request for this leave shall be presented to the Vice President of Academic and Student Affairs or designee as soon as reasonably possible to do so.

14.8 – Unused Personal Leave

At the end of each academic year, one (1) day of unused personal leave will be substituted to replace one (1) used sick leave day.

ARTICLE 15 **SALARY SCHEDULE PLACEMENT**

15.1 – Schedule Classification

Level classifications are as follows:

Level I - Special probationary status for all faculty contracted to teach who do not meet the minimum qualifications specified for Level II or less than ten (10) years of verifiable, full-time work experience in the vocational discipline for career and technical faculty.

Level II - A Master's Degree earned from an accredited institution in an academic discipline; or ten (10) years of verifiable, full-time work experience in the vocational discipline for career and technical faculty.

Level III - A Master's Degree earned from an accredited institution in an academic discipline plus ten (10) approved semester credits; or fifteen (15) years of verifiable, full-time work experience in the vocational discipline for career and technical faculty.

Level IV - A Master's Degree earned from an accredited institution in an academic discipline plus twenty (20) approved semester credits; or twenty (20) years of verifiable, full-time work experience in the vocational discipline for career and technical faculty.

Level V - A Master's Degree earned from an accredited institution in an academic discipline plus thirty (30) approved semester credits; or twenty-five (25) years of verifiable, full-time work experience in the vocational discipline for career and technical faculty.

Level VI - A Doctorate Degree earned from an accredited institution.

15.2 - Placement

For new hires, step placement is determined by using experience on a one-to-one (1-to-1) year basis for transfer faculty and a two-to-one (2-to-1) year basis for career and technical faculty, with a cap at ten (10) years.

15.3 – Level and Step Advancement

15.3.1 – Capped Salary

A faculty member who is capped at the last step of a Level for more than two (2) years may advance on the pay scale by, at most, one (1) level and two (2) steps.

15.3.2 – Step Advancement

Faculty members shall advance in the steps in the Level column for which they qualify at the rate of one step for each completed academic year of satisfactory service, until the maximum step for the Level is attained.

15.3.3 – Level Advancement

Advancement of a faculty member to the next Level shall be contingent on the faculty member's satisfactory professional development to meet the requirements of that salary level.

15.3.4 – Evidence of Professional Development

For all faculty members, evidence of such professional development shall be graduate courses or upper division courses related to the assigned field and/or approved upper/lower division courses, workshops, C.E.U.'s or training sessions which will contribute to the Member's academic flexibility and/or professional growth.

15.3.5 – Continuing Education Units

Continuing Education Units (C.E.U.s) may be used for salary advancement. Fifteen (15) approved C.E.U.'s will constitute the equivalency of one (1) graduate credit hour. Courses, workshops, or training sessions that do not award either credit or C.E.U.'s may be considered for salary advancement at the rate of ten (10) contact hours per C.E.U.

15.3.6 - Prior Approval

Such professional development must relate directly to the instructional division and must have prior approval of the Vice President of Academic and Student Affairs or designee to be applicable toward Level advancement on the schedule.

15.4 – Longevity

15.4.1 – Seventeen (17) Continuous Years of Service

To be eligible for longevity, faculty must complete seventeen (17) continuous years of service at the College and be capped on the salary schedule. Years of service are years employed at the College.

15.4.2 – Eighteen to Twenty (18-20) Continuous Years of Service

Faculty members with eighteen to twenty (18-20) continuous years of service at the College and when capped at the maximum step for more than one (1) year, shall receive an additional two (2) percent increase based on the maximum step in the salary schedule in addition to the contractual annual salary. Longevity increases are non-cumulative.

15.4.3 – Twenty-One (21) Continuous Years of Service

Faculty with twenty-one (21) or more continuous years of service at the College and when capped at the maximum step for more than one year, shall receive an additional three (3) percent increase based on the maximum step in the salary schedule in addition to the contractual annual salary. Longevity increase are non-cumulative.

15.5 – Assigned Field

The assigned field of a faculty member is all fields in which the faculty member has been employed. The Administration has the right to change the assigned field. The Administration shall give the faculty members sufficient time to prepare for such a change and the change shall not result in a decrease in pay for the faculty member.

15.6 – Compensation

15.6.1 – Overload

No faculty member shall teach classes over 30 credit hours per academic year unless his/her overload has been previously discussed with the Vice President of Academic and Student Affairs or designee and approved in writing, using the appropriate form (i.e., Faculty Agreement to Assume Extra Duties or Professional Letter of Appointment), prior to the start of class. Any faculty member who is directed to teach more than thirty (30) credit hours per academic year will be paid at the rate of one-thirtieth (1/30) per credit hour over thirty (30) hours. Overload does not apply to special lecturers. Reimbursement will not be made until the spring semester has ended.

15.6.2 – CCCOnline

Payment for CCCOnline courses is specified by BP/CP 5-4 (CCCOOnline Instructor Compensation).

15.6.3 - Adjuncts

Payment for Adjuncts is as follows:

- \$800 per credit FY20
- \$900 per credit FY21
- \$1000 per credit FY22 forward

15.6.4 – Para-Curricular

- Faculty Chair(s) – Negotiable
- Head Coach/Faculty – On Schedule
- Part-Time Faculty – On schedule, Pro-rated (not adjunct)
- Assistant Coaches – Per MOU
- Tenth (10th) Month – One ninth of the Base
- Full-Time Faculty, Summer Semester – Adjunct Salary Scale
- Faculty members who monitor students on internship shall be reimbursed at the rate of \$15 per student per credit hour.

15.7 – Pay Periods

Normal pay dates shall be on the tenth (10th) and twenty-fifth (25th) of every month unless these days fall on Saturday, Sunday, or a holiday. In these cases the pay date shall be the last working day prior to the Saturday, Sunday or holiday. The first paycheck will be received on September 10th.

Faculty members shall receive their annual salary in twenty- four (24) equal installments. Faculty members have the option to receive the balance of the contract on May 25th.

Payroll checks shall be deposited directly into the member's designated bank account(s). The member will have online access to the itemized statement of payroll information for each pay periods.

**ARTICLE 16
SALARY SCHEDULE**

16.1 Dawson Community College – FY20

Base: 26,269

Step	Level I		Level II		Level III		Level IV		Level V		Level VI	
	Index	Pre-MA	Index	MA Equiv	Index	MA + 10	Index	MA + 20	Index	MA + 30	Index	Doctorate
0	1.10	28,896	1.20	31,523	1.25	32,836	1.30	34,150	1.35	35,463	1.40	36,777
1	1.15	30,209	1.25	32,836	1.30	34,150	1.35	35,463	1.40	36,777	1.45	38,090
2	1.20	31,523	1.30	34,150	1.35	35,463	1.40	36,777	1.45	38,090	1.50	39,404
3	1.25	32,836	1.35	35,463	1.40	36,777	1.45	38,090	1.50	39,404	1.55	40,717
4	1.30	34,150	1.40	36,777	1.45	38,090	1.50	39,404	1.55	40,717	1.60	42,030
5	1.35	35,463	1.45	38,090	1.50	39,404	1.55	40,717	1.60	42,030	1.65	43,344
6	1.40	36,777	1.50	39,404	1.55	40,717	1.60	42,030	1.65	43,344	1.70	44,657
7	1.45	38,090	1.55	40,717	1.60	42,030	1.65	43,344	1.70	44,657	1.75	45,971
8			1.60	42,030	1.65	43,344	1.70	44,657	1.75	45,971	1.80	47,284
9			1.65	43,344	1.70	44,657	1.75	45,971	1.80	47,284	1.85	48,598
10			1.70	44,657	1.75	45,971	1.80	47,284	1.85	48,598	1.90	49,911
11			1.75	45,971	1.80	47,284	1.85	48,598	1.90	49,911	1.95	51,225
12			1.80	47,284	1.85	48,598	1.90	49,911	1.95	51,225	2.00	52,538
13			1.85	48,598	1.90	49,911	1.95	51,225	2.00	52,538	2.05	53,851
14					1.95	51,225	2.00	52,538	2.05	53,851	2.10	55,165
15					2.00	52,538	2.05	53,851	2.10	55,165	2.15	56,478
16							2.10	55,165	2.15	56,478	2.20	57,792
17							2.15	56,478	2.20	57,792	2.25	59,105
18									2.25	59,105	2.30	60,419
19									2.30	60,419	2.35	61,732
20											2.40	63,046
21											2.45	64,359

Dawson Community College – FY21

Base: \$27,057

Step	Index	Level I	Index	Level II	Index	Level III	Index	Level IV	Index	Level V	Index	Level VI
	Index	Pre-MA	Index	MA Equiv	Index	MA + 10	Index	MA + 20	Index	MA + 30	Index	Doctorate
0	1.10	29,763	1.20	32,468	1.25	33,821	1.30	35,174	1.35	36,527	1.40	37,880
1	1.15	31,116	1.25	33,821	1.30	35,174	1.35	36,527	1.40	37,880	1.45	39,233
2	1.20	32,468	1.30	35,174	1.35	36,527	1.40	37,880	1.45	39,233	1.50	40,586
3	1.25	33,821	1.35	36,527	1.40	37,880	1.45	39,233	1.50	40,586	1.55	41,938
4	1.30	35,174	1.40	37,880	1.45	39,233	1.50	40,586	1.55	41,938	1.60	43,291
5	1.35	36,527	1.45	39,233	1.50	40,586	1.55	41,938	1.60	43,291	1.65	44,644
6	1.40	37,880	1.50	40,586	1.55	41,938	1.60	43,291	1.65	44,644	1.70	45,997
7	1.45	39,233	1.55	41,938	1.60	43,291	1.65	44,644	1.70	45,997	1.75	47,350
8			1.60	43,291	1.65	44,644	1.70	45,997	1.75	47,350	1.80	48,703
9			1.65	44,644	1.70	45,997	1.75	47,350	1.80	48,703	1.85	50,055
10			1.70	45,997	1.75	47,350	1.80	48,703	1.85	50,055	1.90	51,408
11			1.75	47,350	1.80	48,703	1.85	50,055	1.90	51,408	1.95	52,761
12			1.80	48,703	1.85	50,055	1.90	51,408	1.95	52,761	2.00	54,114
13			1.85	50,055	1.90	51,408	1.95	52,761	2.00	54,114	2.05	55,467
14					1.95	52,761	2.00	54,114	2.05	55,467	2.10	56,820
15					2.00	54,114	2.05	55,467	2.10	56,820	2.15	58,173
16							2.10	56,820	2.15	58,173	2.20	59,525
17							2.15	58,173	2.20	59,525	2.25	60,878
18									2.25	60,878	2.30	62,231
19									2.30	62,231	2.35	63,584
20											2.40	64,937
21											2.45	66,290

Dawson Community College – FY22

Base: \$27,869

Step	Index	Level I	Index	Level II	Index	Level III	Index	Level IV	Index	Level V	Index	Level VI
	Index	Pre-MA	Index	MA Equiv	Index	MA + 10	Index	MA + 20	Index	MA + 30	Index	Doctorate
0	1.10	30,656	1.20	33,443	1.25	34,836	1.30	36,230	1.35	37,623	1.40	39,017
1	1.15	32,049	1.25	34,836	1.30	36,230	1.35	37,623	1.40	39,017	1.45	40,410
2	1.20	33,443	1.30	36,230	1.35	37,623	1.40	39,017	1.45	40,410	1.50	41,804
3	1.25	34,836	1.35	37,623	1.40	39,017	1.45	40,410	1.50	41,804	1.55	43,197
4	1.30	36,230	1.40	39,017	1.45	40,410	1.50	41,804	1.55	43,197	1.60	44,590
5	1.35	37,623	1.45	40,410	1.50	41,804	1.55	43,197	1.60	44,590	1.65	45,984
6	1.40	39,017	1.50	41,804	1.55	43,197	1.60	44,590	1.65	45,984	1.70	47,377
7	1.45	40,410	1.55	43,197	1.60	44,590	1.65	45,984	1.70	47,377	1.75	48,771
8			1.60	44,590	1.65	45,984	1.70	47,377	1.75	48,771	1.80	50,164
9			1.65	45,984	1.70	47,377	1.75	48,771	1.80	50,164	1.85	51,558
10			1.70	47,377	1.75	48,771	1.80	50,164	1.85	51,558	1.90	52,951
11			1.75	48,771	1.80	50,164	1.85	51,558	1.90	52,951	1.95	54,345
12			1.80	50,164	1.85	51,558	1.90	52,951	1.95	54,345	2.00	55,738
13			1.85	51,558	1.90	52,951	1.95	54,345	2.00	55,738	2.05	57,131
14					1.95	54,345	2.00	55,738	2.05	57,131	2.10	58,525
15					2.00	55,738	2.05	57,131	2.10	58,525	2.15	59,918
16							2.10	58,525	2.15	59,918	2.20	61,312
17							2.15	59,918	2.20	61,312	2.25	62,705
18									2.25	62,705	2.30	64,099
19									2.30	64,099	2.35	65,492
20											2.40	66,886
21											2.45	68,279

Dawson Community College – FY23

Base: \$28,984

Step	Level I		Level II		Level III		Level IV		Level V		Level VI	
	Index	Pre-MA	Index	MA Equiv	Index	MA + 10	Index	MA + 20	Index	MA + 30	Index	Doctorate
0	1.10	31,882	1.20	34,781	1.25	36,230	1.30	37,679	1.35	39,128	1.40	40,578
1	1.15	33,332	1.25	36,230	1.30	37,679	1.35	39,128	1.40	40,578	1.45	42,027
2	1.20	34,781	1.30	37,679	1.35	39,128	1.40	40,578	1.45	42,027	1.50	43,476
3	1.25	36,230	1.35	39,128	1.40	40,578	1.45	42,027	1.50	43,476	1.55	44,925
4	1.30	37,679	1.40	40,578	1.45	42,027	1.50	43,476	1.55	44,925	1.60	46,374
5	1.35	39,128	1.45	42,027	1.50	43,476	1.55	44,925	1.60	46,374	1.65	47,824
6	1.40	40,578	1.50	43,476	1.55	44,925	1.60	46,374	1.65	47,824	1.70	49,273
7	1.45	42,027	1.55	44,925	1.60	46,374	1.65	47,824	1.70	49,273	1.75	50,722
8			1.60	46,374	1.65	47,824	1.70	49,273	1.75	50,722	1.80	52,171
9			1.65	47,824	1.70	49,273	1.75	50,722	1.80	52,171	1.85	53,620
10			1.70	49,273	1.75	50,722	1.80	52,171	1.85	53,620	1.90	55,070
11			1.75	50,722	1.80	52,171	1.85	53,620	1.90	55,070	1.95	56,519
12			1.80	52,171	1.85	53,620	1.90	55,070	1.95	56,519	2.00	57,968
13			1.85	53,620	1.90	55,070	1.95	56,519	2.00	57,968	2.05	59,417
14					1.95	56,519	2.00	57,968	2.05	59,417	2.10	60,866
15					2.00	57,968	2.05	59,417	2.10	60,866	2.15	62,316
16							2.10	60,866	2.15	62,316	2.20	63,765
17							2.15	62,316	2.20	63,765	2.25	65,214
18									2.25	65,214	2.30	66,663
19									2.30	66,663	2.35	68,112
20											2.40	69,562
21											2.45	71,011

16.2 – Development Fund

\$20,000 of the amount currently in the Development Fund shall be retained as a Faculty Development Fund. A committee of the Federation and the Vice President of Academic and Student Affairs will approve requests for the use of the Funds. If the Development Fund falls below \$20,000, the College will contribute a sum (not to exceed \$5,000 per year) to restore the fund to a \$20,000 level. All faculty working half-time or more are eligible to utilize the Faculty Development Fund. Adjuncts are eligible to utilize up to \$2,000 of the Development Fund. Faculty Development Funds may be utilized to move on the salary schedule.

ARTICLE 17 FRINGE BENEFITS

17.1 – Contributions to Montana University System Benefit Plan

For each qualifying faculty member the College will contribute an amount equal to the total monthly employer contribution designated by the Montana University System benefit plan.

17.2 – Tuition and Fees Waivers

Tuition and fees (with the exception of mandatory fees for debt service) shall be waived for full-time and part-time faculty and for dependents following established College procedures. The tuition and fee waivers include on-campus classes only and does not include CCCOnline or self-paced classes or textbooks.

ARTICLE 18 GENERAL AGREEMENT PROVISIONS

18.1

Neither the Board nor the Administration nor the Federation shall take any action in violation of, or inconsistent with, any provision of this contract. This agreement constitutes the entire negotiated agreement between the Board and the Federation. This agreement shall constitute the Master Agreement for all faculty members.

18.2

In the event that any provision of the Agreement is or shall be at any time held contrary to law, that provision shall be null and void but all other provisions of this Agreement shall remain in effect.

18.3

Notice of any faculty vacancy shall follow Board policy.

18.4

All full-time and part-time faculty shall be given a copy of the Master Agreement upon hire.

ARTICLE 19
AGREEMENT AND DURATION

This contract shall become effective upon ratification to July 1, 2019. The Contract shall be considered as renewed from year to year thereafter unless either party to the Agreement notifies the other party, in writing, of its desire to modify or terminate this Agreement. Notice of intent to terminate or negotiate changes in the Agreement may be given by either party by providing written notice on or before February 1st. Within one month of the date of written notice, parties agree to begin the negotiation process.

Dated: September 23, 2019

FEDERATION:
Michael Hunter
Tom Reeves

ADMINISTRATION:
President Scott R. Mickelsen
Leslie Weldon
Jennifer King



Chad C. Knudson, Chairman
Dawson Community College Board of Trustees



Mike Hunter
Glendive Federation of Teachers



Scott R. Mickelsen, President
Dawson Community College

November 25, 2019

Glendive Federation of Teachers, Local #3402
Attention Mike Hunter, President
300 College Drive
Glendive, MT 59330

Dear Mike,

This letter is to serve as an MOU for the tenure process for Dr. Christina Di Gangi. GFT requested that the new tenure process not be implemented for those faculty currently in their 5th year of service. Therefore, DCC offers that Dr. DiGangi's tenure process be consistent with the process for those receiving tenure during the previous two years. DCC proposes the process to be consistent with the process Jennifer Temple undertook. However, DCC would like to offer Dr. DiGangi tenure, if approved, in her sixth year rather than her seventh year.

If this is amenable to GFT, Dr. DiGangi can work through the process with Dean Shikwambi and Vice President Masau.

Respectfully,



Dr. Scott R. Mickelsen, President



Mike Hunter, GFT President

*Signature signifies acceptance of the tenure process for Dr. DiGangi

Cc: Dr. Christina DiGangi

This institution is an equal opportunity provider.