

AGREEMENT

Between

THE UNIVERSITY OF VERMONT

and

**UNITED ACADEMICS (AAUP/AFT)
(PART-TIME UNIT)**

April 14, 2006 – June 30, 2009



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ARTICLE 1 RECOGNITION

The Board of Trustees of the University of Vermont and State Agricultural College recognizes the United Academics, AAUP-AFT as the exclusive representative of all part-time Lecturers regardless of credits taught and regardless of length of appointment and including Lecturers in the Division of Continuing Education employed by the University of Vermont. Also included in the unit are all Extension faculty, Clinical faculty, Library faculty, and Research faculty who hold less than a .75 FT appointment, and part-time faculty emeriti. Notwithstanding the above, excluded from the unit are all faculty members whose primary appointment is in the College of Medicine, or in the Department of Microbiology and Molecular Genetics.

Bargaining Unit Entry— Lecturers: Lecturers enter the part-time faculty bargaining unit at the beginning of their third semester of teaching, provided they have taught a minimum of three credits in each of the other two semesters over the previous two academic years. (Note: Among other things, this makes it clear that a Lecturer who teaches three credits in Spring 2005, three credits in the Fall 2005 and three in the Spring 2006, enters the unit in the Spring 2006.)

Bargaining Unit Exit—Lecturers: Lecturers leave the bargaining unit following any complete September to August period in which they have not taught at least three credits. August 31st will be considered the exit date. (e.g. If someone teaches in the Fall of 2005, he or she stays in the unit until August 31, 2007 even if he or she has not taught three credits during that period.)

Bargaining Unit Re-entry—Lecturers: A Lecturer immediately re-enters the bargaining unit if he or she has an assignment of three credits or more within twelve months of the August 31st exit date. There is no need to re-qualify, as would be the case for initial entry. All seniority is retained in this situation.

Bargaining Unit Status – Non-Lecturers: Any Research, Clinical, Extension and Library faculty who are hired on appointments less than 9, 10 or 12 months are included in the unit. For Research, Clinical, Extension and Library faculty on 9, 10 or 12 month appointments, such individuals shall lose their bargaining unit status as soon as they fail to receive an appointment for a given academic year.

Excluded: Members of the full-time faculty bargaining unit; faculty who teach solely non-credit courses; visiting faculty in the first or second year of an initial employment with the University; department chairs, Assistant Deans, Associate Deans, and Deans; professional, administrative, technical and clerical employees whose primary assignment or appointment is to a staff position; blue collar, maintenance, security and other non-professional employees; all full-time employees regardless of position; and all other confidential, supervisory and managerial employees. Also excluded are Graduate Teaching Assistants, Graduate Research Assistants, Graduate Teaching Fellows, Graduate Research Fellows, Post-Doctorate Fellows

and Associates enrolled at UVM, and other students enrolled at UVM. However, enrollment in a course or courses at UVM by a bargaining unit member will not operate to exclude such person from the unit unless they assume one of the above cited titles.

ARTICLE 2 DEFINITIONS

1. Board: The term “Board” as used in this Agreement refers to the Board of Trustees of the University of Vermont and State Agricultural College acting on its own or through the University administration.
2. University: The term “University” as used in this Agreement refers to the Board and/or the administration of the University of Vermont and State Agricultural College. The University “Contract Administrator” shall be the authorized agent of the University for purposes of receipt of all notices and documents referenced in this Agreement unless otherwise expressly provided.
3. Union: The term “Union” as used in this Agreement refers to the United Academics, AAUP-AFT, acting on its own or acting through its officers or agents. The Union President shall be the authorized agent of the Union for purposes of receipt of all notices and documents referenced in this Agreement unless otherwise expressly provided.
4. Faculty Member or Faculty: The terms “faculty member” and “faculty” are used interchangeably in this Agreement to refer to an individual or individuals who are represented by the bargaining unit, except when the context specifically provides otherwise.
5. Days: The term “days” as used in this Agreement refers to calendar days, provided that, when a time period would otherwise begin or expire on a weekend or University holiday, the time period begins or ends respectively on the next University business day.

ARTICLE 3 UNION SECURITY

1. Subject to the provisions of this Article and applicable law, the University agrees to deduct equal amounts of regular union dues on a semi-monthly basis in accordance with the Constitution and By-laws of the Union from the salaries of each faculty member who voluntarily authorizes such deduction in writing in accordance with check-off authorization forms the Union provides. Such deductions shall begin with the first payroll period after receipt of the check-off authorization form, and said monies shall be transmitted on a monthly basis by mail no later than the 10th of each month to the Union Treasurer or other Union designee. Such deductions shall continue until instruction to cease payroll deductions is given in writing by the faculty member to the University Payroll Office.

2. Should the Union seek to change the manner of assessing dues from the current straight percentage of salary which members must now pay, it shall give the University notice of such a planned modification, and the parties will negotiate the impact of that change and whether it is reasonable for the University to continue to comply with the terms of this Article.

3. The Union shall indemnify, defend and otherwise hold the University harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action the University takes pursuant to this Article.

4. Pursuant to 3 VSA Section 902 (19) and 963 (10), the Union will implement an agency fee for non-members, subject to the following conditions:

a. The agency fee will apply to all faculty members hired after April 14, 2006 who choose not to become members of the Union. The agency fee will also apply to any dues paying member who subsequently withdraws his or her request for member status. (*see explanatory note)

A new hire under this Agreement shall be provided a form with his or her appointment letter on which he or she shall check off either Union dues or agency fee. If the new faculty member does not return the signed form with the executed appointment letter, then the University will automatically begin deducting agency fee amounts beginning with first pay period.

b. The amount of the agency fee shall not exceed 85% of the amount payable as dues by the Union members.

c. Prior to the implementation of the agency fee, the Union must establish and maintain a procedure to provide non-members with the following:

i. an audited financial statement that identifies the major categories of expenses and divides them into chargeable and non-chargeable expenses; (to be provided by United Academics every odd numbered year)

ii. an opportunity to object to the amount of the agency fee sought, with any amount reasonably in dispute placed in escrow; and

iii. prompt arbitration by the VLRB to resolve any objection over the amount of the agency fee.

5. The agency fee shall be deducted from the pay of non-members in the same manner as regular Union dues.

6. The Union shall indemnify, defend and otherwise hold the University harmless against any and all claims, demands, suits or other forms of liability that shall arise out of the implementation or administration of an agency fee.

7. If a faculty member leaves the bargaining unit for any reason, the University shall stop deducting dues or fees previously authorized. If a faculty member leaves the unit and then returns to the unit at some future point, he or she will automatically revert to what was authorized at the start of the faculty appointment in terms of check off or exemption unless the faculty member completes a new form with new instructions.

*EXPLANATORY NOTE: In interpreting Section 4.a of this Article, the parties agree on the following:

	<u>Hire date pre-4/14/06</u>	<u>4/14/06</u>	<u>Upon entering unit now</u>
Scenario 1	as a faculty member	not in unit	no fee
Scenario 2	as a chair or dean or any position with an underlying faculty appointment	not in unit	no fee
Scenario 3	as a University employee without an underlying faculty appointment	not in unit	fee required

Anyone hired by the University for the first time *after April 14, 2006*, regardless of position, who then enters the unit afterwards is required to pay a fee.

ARTICLE 4 BOARD RIGHTS AND RESPONSIBILITIES

1. Unless otherwise modified by this Agreement, all the customary rights, powers, functions and responsibilities of the University shall be retained by the University and, in its discretion, may be exercised by the Board acting directly or through its authorized agents, including University Officers of Administration. Such rights and responsibilities shall include those rights and powers that have been reserved to the Board through legislative acts and state and federal regulations and include all matters relating to: a) the establishment and number of positions and vacancies and the filling of those positions and vacancies; b) appointment, reappointment, and promotion; c) assignment and scheduling of work, location of work assignments and transfer of employees; d) governance; e) organizational structure and the establishment of schools, colleges, centers, institutes, departments, divisions and other units of the University; f) reorganization, enlargement, reduction or discontinuance of a function, position, or department or other unit of the University, or transfers of such functions, positions, departments or units; g) discipline, suspension or termination; h) curriculum, programs and degrees; i) the making of such rules, regulations and policies as needed, including those relating to matters of budget, financial procedures and personnel provided they do not conflict with the Agreement; j) such actions necessary to carry out the mission of the University in cases of emergency.

2. The exercise of any rights in a particular manner shall not preclude the University from exercising such right or function in any other manner that does not violate this Agreement. The University's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise same.

3. In addition, the parties acknowledge that written department policies (and college, school, division or CE written policies in those academics units with no departments) relating to re-appointment, assignments, promotion and evaluation are incorporated by reference into this Agreement, provided such policies are submitted to and approved by the deans and Provost following ratification of this Agreement and provided further that such policies are consistent with college and University policies and do not establish lesser obligations or standards than stated elsewhere in this Article. Unless the dean or Provost raises objections to such policies within six months of submission, they shall be deemed incorporated by reference into the Agreement.

4. Provisions of the *Officers' Handbook*, or *Benefits Supplement to the Officers' Handbook*, that deal with bargainable topics under the State Employees Labor Relations Act do not apply to members of the bargaining unit unless specifically incorporated by reference into this Agreement.

ARTICLE 5 ANTI-DISCRIMINATION

1. The University and the Union, to the extent of their respective authority and responsibility, agree not to discriminate against a faculty member with respect to the application of the provisions of this Agreement because of race, creed, color, sex, gender identity or expression, age, disability, religion, ethnicity or national origin, veteran status as defined and protected by the Uniform Services Employment and Re-employment Act, sexual orientation, political beliefs or affiliation or membership or non-membership in the Union, or other unlawful criteria as those terms are defined under applicable law.

2. The parties also agree that sexual and other discriminatory harassment based on protected status is a form of discrimination and will not be tolerated.

ARTICLE 6 ACADEMIC FREEDOM AND RESPONSIBILITY

1. Institutions of higher education operate for the common good to ensure the preservation and advancement of knowledge through its creation and dissemination and not to further the interest of either the individual faculty member or the institution as a whole. The common good thus depends upon the free search for truth and its free exposition.

2. Academic freedom is essential to these purposes and applies to both research and teaching. Freedom in research is fundamental to the search for truth, and academic freedom, in its teaching aspects, is fundamental for the protection of the rights of the faculty member in teaching and of the student to freedom in learning.

3. Academic freedom carries with it the equally demanding concept of academic responsibility. Faculty are expected to carry out their teaching and research responsibilities faithfully, in a manner consistent with the traditions of academic freedom and professional excellence.
4. The 1940 AAUP Statement of Principles on Academic Freedom provides:
 - a. Faculty are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the University.
 - b. Faculty are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject.
 - c. Faculty are citizens, members of a learned profession, and officers of the University. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the University.
5. In their capacity as citizens, faculty should be free to engage in political activity so far as they are able to do so consistently with their University obligations. Certain kinds of political activity (such as campaigning for elective office, serving in the State Legislature, or holding a limited-term appointment in a full-time governmental position) may require a unit member to seek a leave of absence from the University. Such leave requests will be addressed pursuant to this Agreement.

ARTICLE 7 FACULTY GOVERNANCE

1. While the Board, acting directly or through its authorized agents, retains final authority as to all matters of institutional governance, it is recognized that the faculty, acting through the Faculty Senate and its Committees (“Faculty Senate”), is responsible for the review and establishment of policy in those areas specified in the Faculty Senate Constitution and Bylaws, subject to the approval processes therein specified. These currently include:
 - a. all curricular matters, including establishment, dissolution and substantial changes of degree programs;
 - b. research and scholarship;
 - c. admissions standards and prerequisites;
 - d. requirements for regular certificates and degrees;
 - e. regulations regarding attendance, examinations, grading, scholastic standing and honors;
 - f. teaching quality;

- g. professional standards and criteria for positions accorded academic rank;
- h. other academic matters referred to it by the Board of Trustees, the University administration, the faculty of a school, college, department, Extension or the Libraries or other members of the University community;
- i. approval of the academic calendar prepared by the Registrar.

2. While the Board, acting directly or through its authorized agents, retains final authority as to all matters of institutional governance, it is recognized that the faculty, acting through the Faculty Senate and its Committees (“Faculty Senate”), shall review, recommend and participate in the formulation of policy with regard to:

- a. institutional priorities;
- b. the allocation and utilization of the University’s human, fiscal and physical resources;
- c. academic organization, including the establishment or elimination of colleges and departments and the reorganization of the general University and college academic structure;
- d. admissions procedures and quotas;
- e. student financial aid;
- f. the library, the academic computing center, instrumentation and model facility, audio-visual center, University store, the museum, supporting services, etc. as they affect scholarly activities and research;
- g. administrative procedures and organizational structures;
- h. the appointment and promotion of academic and policy-level administrative officers, including all those at the budget management level whose functions are University-wide;
- i. the selection of the University President, Provost and Vice Presidents whenever those offices become vacant or are created;
- j. the regulations concerning, and the awarding of honorary degrees;
- k. the distribution of unrestricted funds made available to the University for discretionary allocation in support of research or scholarly work.

3. The parties recognize that the participation of all faculty in the institutional life of the University strengthens the institution, and therefore departments, schools and colleges shall be encouraged to incorporate part-time faculty colleagues into governance. However, bargaining unit members shall be eligible to be members of and participate, by voting or otherwise, in college, school or department meetings and governance only if, and so far as, authorized by the By-laws and other applicable guidelines of those colleges, schools or departments. Neither a bargaining unit member nor the Union may file a grievance over the membership, participation, and/or voting eligibility specifications set by a department, college, or school.

4. Bargaining unit members shall be eligible to be members of and participate in (by voting or otherwise) the Faculty Senate and its Committees only if, and insofar as, authorized by the Faculty Senate in its Constitution and By-laws as of the date of ratification of this Agreement. Neither a bargaining unit member nor the Union may file a grievance over the membership, participation and/or voting eligibility specifications set by the Faculty Senate.

5. It is further recognized that United Academics, as the elected bargaining agent, retains the exclusive right to negotiate on terms and conditions of employment for members of the bargaining unit.

6. In all cases under Sections 1 and 2 of this Article, the Board or the administration and the Faculty Senate may, if not otherwise specified by University policy, indicate a reasonable time by which the recommendation or advice shall be rendered by the Faculty Senate. Should the administration and the Faculty Senate be unable to reach agreement within one week on what shall be a reasonable time to respond, the administration may set the timetable. Should the recommendation or advice not be rendered by the deadline, the University reserves the right to act without consideration of such recommendation or advice.

7. At least once each semester, the President of United Academics and the Provost, or their designees, shall meet and discuss matters related to the administration of the Agreement or other matters of mutual interest or concern. Such discussions shall neither substitute for, nor circumvent, the contractual grievance procedure, consultation mechanisms specified elsewhere in the Agreement or otherwise applicable University policy or protocols. Furthermore, such discussion shall not be used for negotiations of any contract Articles.

ARTICLE 8

ACCESS TO UNIVERSITY FACILITIES AND RESOURCES

1. The Union, its officers and members, may engage in union activities on University property and utilize University facilities as long as such use does not interfere with or interrupt normal University operations or the obligations and duties of faculty members or other employees and subject to any University rules, regulations and procedures regarding the use of such facilities. The Union shall not use bulletin boards for organizing purposes.

2. The Union shall be entitled to reasonable use of campus mails in accordance with the University Campus Mail Use Policy and United States Postal Regulations. The Union shall be entitled to reasonable use of electronic mail (“e-mail”), in accordance with University rules, regulations and procedures and consistent with such guidelines developed by the Office of Computer and Information Technologies.

3. The Union shall have the right to reasonable use of University meeting space and media equipment in accordance with University rules, regulations and procedures.

4. At the beginning of each academic year, the Union shall provide the University with a list of all of its officers and representatives, including their official mailing and e-mail addresses and phone numbers. If there are changes in these positions, the Union will advise the University of such changes as soon as possible.

5. The University agrees to post this Agreement on its website. The University and the Union will split the cost of printing this Agreement in sufficient numbers for each member of the bargaining unit. The University will then provide each member of the bargaining unit with a copy. The Union and the University may order additional copies at their own individual expense.

ARTICLE 9 RIGHT TO INFORMATION

1. Upon receipt of a written request from the Union, the University shall make available any information not exempted by law that is necessary for the Union to meet its collective bargaining responsibilities or to administer this Agreement. Such information shall be made available within fourteen (14) calendar days of the Union's request unless otherwise agreeable to the parties; if such information is not readily available within said fourteen (14) calendar days, the University shall so notify the Union and shall make the requested information available as soon as reasonably possible. Said information may include, but not be limited to, salary history by college, department, rank, type of appointment (e.g. research, clinical, library), sex and length of contract (fiscal year, academic year or other), employment history including promotions, benefit participation and workload information. When practicable, information shall be provided in computer file format.

2. The Union shall provide the University a list of officers, members of the delegate assembly, and department representatives, and other information specified elsewhere in this Agreement.

The Union, while protecting the rights of its members, shall also provide the University any requested information that may be required as part of the Union's obligations under the law. Such information shall be made available within fourteen (14) calendar days of the University's request; if such information is not readily available within said fourteen (14) days, the Union shall so notify the University and shall make the requested information available as soon as reasonably possible.

3. The University shall provide the Union, or otherwise make available, a copy of minutes of the official meetings of the Board of Trustees. A designee of the Union shall have an opportunity at reasonable times to view any public documents in support of the Board's minutes on file. The University shall provide, or otherwise make available, a copy of the Annual Budget Request and other official budget and financial documents to the extent they are public, as approved by the Board for submission to the State of Vermont, and a copy of the Annual Audited Financial Report.

4. Receipt of any particular information in no way prohibits the Union from requesting additional information at some future date.

5. Within forty-five (45) calendar days after the commencement of each semester, the University shall provide to the Union a list of all represented faculty members, indicating any new faculty members from the previous semester. The University shall also provide a list of all withdrawals from the unit and any other changes of faculty status. Notwithstanding the above, for the first two semesters (Spring, Fall or Fall, Spring) following ratification of the Agreement, such information shall be provided within sixty (60) calendar days after commencement of each semester.

ARTICLE 10 PROFESSIONAL RESOURCES AND SUPPORT

1. Any rights or privileges under this Article must be consistent with University, college/school/division and department policies, priorities, and procedures on use of resources, including but not limited to those involving use of facilities, equipment and services. Priorities on access and use are determined in the sole discretion of the department chairperson or dean/director. Part-time faculty may also discuss their own particular professional resources needs with their chairs at any time, and the chairs will take such discussions into account in department planning.
2. For the purposes of carrying out their assigned professional responsibilities, faculty members will be provided with reasonable access to:
 - a. available secretarial assistance;
 - b. duplicating equipment and services;
 - c. office supplies;
 - d. telephones;
 - e. voice mail;
 - f. computer with University-license software and email resources;
 - g. separate mailboxes or other private location for mail.
3. Part-time faculty members shall have access to library materials and services. The UVM Identification Card (CatCard), including the library access and other benefits it affords, will continue in effect while a member of the bargaining unit.
4. If requested, the department chair (or dean/director) will identify at least one office or conference room that may be shared, with adequate desks and chairs for part-time faculty's work with students in that department. Faculty members will also be provided with bookshelf space and a lockable file drawer upon request. As space permits, a good faith effort will be made to first have the space reasonably close to department services, or if necessary, otherwise centrally located on campus. The final decision on location of office space is not grievable, although faculty members are free to discuss alternative arrangements with their chairs.
5. Transportation reimbursement. The University will reimburse faculty members for mileage expenses, consistent with University policies on travel reimbursement, whenever a faculty member must undertake University business in a location other than their primary work site.
6. Indemnification. Faculty members will be indemnified in accordance with the University policy on indemnification of faculty and employees as current at the time of ratification of this Agreement.
7. The scheduling of classes and assignment of instructional space is the responsibility and prerogative of the University. The University will assign instructional space consistent with policy including considerations of accessibility, technological and pedagogical needs and class size.

8. Faculty may request health-related accommodations pertaining to the assignment of instructional space that may or may not fall under the Americans with Disabilities Act (ADA). Requests should be submitted in writing to the Human Resources Office where staff will review the request and, if approved, work with the registrar and others as appropriate to make reasonable accommodations and/or space assignment. Denial of any non-ADA requests shall not be grievable.

9. Parking. Part-time faculty shall be subject to the same parking rates, procedures and policies as other University employees who are not subject to collective bargaining.

ARTICLE 11 SUPPORT FOR UNION BUSINESS

1. Each semester, the University shall provide the Union with the value of a three-credit course at Lecturer I minimum rates to be provided to a Union officer, or faculty member designated by the Union, or split among more than one Union officer or persons so designated by the Union, for purposes of conducting Union business, including but not limited to contract administration, grievances, and participation in the governance of its state and national affiliates.

2. During the academic year preceding the expiration of the Collective Bargaining Agreement, the University shall provide the Union with the value of a three credit course at Lecturer I minimum rates to be provided to a Union officer, or split among more than one Union officer, or faculty designated by the Union for the purposes of preparation for and attendance at negotiations.

3. The Union shall notify the Dean's office, with a copy to the Provost's Office, of the particular faculty member(s) who shall receive such funds and will be conducting Union business.

ARTICLE 12 GRIEVANCE AND ARBITRATION PROCEDURE

1. The parties acknowledge that it is desirable for problems to be resolved where possible through free and informal communication. The parties, as well as individual faculty members and their immediate supervisors, are therefore encouraged to resolve problems in this manner.

Any faculty member or group of faculty members shall have the right at any time to present complaints to their supervisors informally and to have such complaints considered in good faith with or without the intervention of the Union.

Adjustments shall not be inconsistent with the terms of this Agreement, unless the Union has approved the settlement. The Union President, or his or her designee, and the Provost, or his or her designee, will be advised in writing of any other adjustments reached with the faculty member(s) within five (5) days of the settlement.

If an issue cannot be resolved through informal discussion, the procedures presented below shall be instituted.

No provision of this Article shall infringe upon the right of the Union to act as the sole and exclusive collective bargaining agent as provided in Article 1, Recognition, of this Agreement, including the right, if so requested by the faculty member(s), to furnish non-attorney representation as advocate and representative of the faculty member(s) at each step of this procedure.

2. For the purposes of this Article, a grievance shall be defined as an allegation, filed by a faculty member, a group of faculty members, or the Union that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement.

This Article shall provide the exclusive means and procedures by which any of the above may grieve an alleged violation, misinterpretation or misapplication of the Agreement.

A formal filing of a grievance shall in every case and at every step specify:

- a. the nature of the grievance, including a brief statement of pertinent facts and a history of the grievance process to date;
- b. the provision(s) of the Agreement alleged to have been violated, misinterpreted, or misapplied (or discriminatorily applied);
- c. the remedy sought by the grievant.

3. Faculty shall have the right to have a non-attorney Union representative present at all stages of the grievance process provided that the University shall in no way be obligated to inform the faculty member of such a right. Neither the grievant or the Union nor the University may be represented by legal counsel at any grievance step prior to the Labor Board step, unless otherwise mutually agreed. At the Labor Board, however, the grievant or Union, as well as the University, may be represented by legal counsel.

4. The term “days” when used in this Article shall refer to calendar days, provided that, when a time period would otherwise begin or expire on a weekend or University holiday, the time period begins or ends respectively on the next University business day. The counting of days under the time limitations cited below shall commence the day after the filing of the grievance or response.

All grievances and responses to grievances shall be filed by a signed hard copy and by e-mail on the same day. The date of the hard copy shall be the relevant date for the purposes of the time limits under this Article.

All communications regarding grievances shall be copied to the University’s Contract Administrator and the Union President and/or his or her designee. The parties shall promptly inform each other should there be a change in the designated recipient.

If an individual faculty member files a grievance, the University shall inform the Union within two days of such filing and shall send a copy of said grievance to United Academics within five (5) days.

5. The grievance procedure is designed to attempt to resolve a grievance to the mutual satisfaction of all parties at the lowest possible level.

6. If the grievance involves allegations that the University has discriminated on the basis of race, creed, color, sex, gender identity or expression, sexual orientation, age, disability, religion ethnicity, national origin, veteran's status, or sexual orientation it will be processed in the same manner as any other grievance, except that either the University or the Union may forward such a grievance to the University's Office of Affirmative Action (AAEO) after it has been initially filed.

In such a case, the processing of the grievance by the initial recipient will be suspended pending completion of the investigation by AAEO of the factual issues surrounding the grievance. The investigation by AAEO will be limited to the findings of facts, and, absent extenuating circumstances, will be completed within thirty (30) days of AAEO's receipt of the grievance. Upon receipt of the investigation, AAEO will send a report to the initial recipient of the grievance, the grievant, the University and the Union. Upon receipt of the AAEO report the initial recipient will schedule the appropriate grievance meeting as provided herein.

7. A faculty member named in any grievance with committing a discriminatory act does not have the right to file a grievance under this Article unless the University imposes some form of discipline against the faculty member, in which case the faculty member may file a grievance regarding the University's imposition of discipline in accordance with Article 13 of this Agreement.

8. Formal Procedure: Whether or not a grievant (a faculty member, a group of faculty members, or the Union) attempts to resolve a concern through informal discussion, a formal grievance must be filed at the appropriate step within thirty (30) days following the time at which the faculty member and/or the Union were or reasonably should have been aware of the existence of the situation that is the basis for the grievance.

STEP ONE: In accordance with the requirements of formal filing listed in Section 2 of this Article, the grievance must be presented in writing to the appropriate assignment department chair. (If the grievant is in an administrative unit with no chair, then this step is omitted.) As an exception to this requirement that grievances commence at Step One, a grievance may first be presented at Step Two or Three of this procedure if the action being grieved originated with the dean or Provost respectively.

The grievance will indicate the nature of the grievance, including a brief statement of facts, the provision(s) of the Agreement alleged to have been violated or the rules or regulations alleged to have been discriminatorily applied, and the adjustment sought. Within ten (10) days of receipt of the grievance, the chair will hold a meeting with the grievant and the Union

representative. The chair, at his or her option, may have another administrator or support staff member at the meeting. If the grievance is not resolved at this meeting, then within ten (10) days of the meeting, the department chair shall forward a written response to the grievance to the grievant, with a copy to the Union representative.

STEP TWO: If the grievance is not resolved at Step One, then within ten (10) days of the receipt of the Step One answer, the grievance shall be filed at Step Two. The grievance must be presented in writing to the dean of the school or college (or decanal equivalent) or his or her designee. Within fifteen (15) days of receipt of the grievance, the dean or his or her designee, will hold a meeting with the grievant and the Union representative. The dean at his or her option may have another administrator, such as a department chair, or a support staff member, at the meeting.

If the grievance is not resolved at this meeting, then within fifteen (15) days of the meeting, the dean or his or her designee, shall forward a written response to the grievance to the grievant, with a copy to the Union.

STEP THREE: If the grievance is not resolved at Step Two, within ten (10) days of receipt of the Step Two answer, the grievance may be advanced by the grievant to Step Three, which shall be the Provost or his or her designee. Within twenty (20) days of receipt of the Step Three grievance, the Provost or his or her designee, will hold a meeting with the grievant and the Union representative. The Provost may at his or her discretion have another administrator or support staff member present at such meeting.

If the grievance is not resolved at this meeting, then, within fifteen (15) days of the meeting, the Provost or his or her designee, shall forward a written response to the grievance to the grievant with a copy to the Union.

As an exception to the above process, in any grievance the denial of promotion or a claimed violation of academic freedom or professional competence, the Provost will, prior to conducting the Step Three meeting, first refer the case to a three (3) member faculty hearing panel for its recommendation on the grievance. The panel shall be composed of three members. The Provost shall select one administrator with faculty rank, the Union shall select one bargaining unit member and the President of the Faculty Senate shall select one bargaining unit member who shall serve as chair of the Faculty Hearing Panel.

The Provost or his or her designee shall forward a copy of the grievance to the President of the Faculty Senate within five (5) days of receipt of the grievance, and will copy the Union President that it has been forwarded.

Within ten (10) days thereafter, the Senate President, the Provost, and the Union will have selected the panel members, and notified one another of the selections.

The Panel will be jointly convened by the University Contract Administrator and the

Union representative within ten (10) days of the appointment of the three panel members. At this initial meeting, the three member panel will begin its review of the grievance.

The Panel shall meet with the grievant and a representative of the Union to hear the grievance allegations. The Panel shall meet separately with the department chair and/or dean or director who were involved in the decision giving rise to the grievance. The panel shall state the Panel's opinion as to whether or not the Collective Bargaining Agreement has been violated in any way. The Panel shall also make a written recommendation, incorporating its reasoning, to the Provost as to the disposition of the grievance within twenty (20) days of convening the panel.

A copy of the Panel's recommendation shall be supplied to the grievant, the Union, and the University Contract Administrator. Within twenty (20) days of receipt of the Panel's recommendation, the Provost or his or her designee will hold the Step Three meeting with the grievant and the Union representative. The Provost may, at his or her discretion, have another administrator or support staff member present at such meeting.

STEP FOUR: If the grievance is not resolved at Step Three, then in order to advance the grievance for further consideration, within thirty (30) days of the receipt of the Step Three answer the grievant and/or the Union representative must file the grievance with the Vermont Labor Relations Board ("VLRB"). The VLRB will process the matter in accordance with the State Employees Labor Relations Act and associated rules and regulations. (For example, each party may be represented by legal counsel.) Each party shall bear the expense of preparing and presenting its own case. Both sides shall retain whatever rights they may have under law to challenge the decisions of the VLRB. Unless otherwise mutually agreed, each arbitration hearing shall deal with not more than one grievance.

In resolving grievances arising out of this Agreement, the VLRB shall have no power to add to, subtract from, modify, amend, or disregard any of the provisions of the Agreement.

Where the provisions of this Agreement call for the exercise of judgment, the VLRB shall not substitute its judgment for those of the University official(s) making such judgments, but shall be confined to a determination of whether the Agreement has been followed.

9. Failure of the grievant and/or the Union to comply with the time limitations of this procedure at any of the Steps, including the initial filing of the grievance, shall constitute a forfeiture of the right to pursue the grievance and shall preclude any further processing of the grievance. Failure by the University to a grievance within the time limitations set forth shall allow the grievance to be processed automatically to the next step. All time limits may be extended by mutual agreement evidenced by a written document to that effect signed by both parties and/or their duly authorized representatives.

10. Grievances involving faculty members in more than one school or college may be initiated under Step Three. Grievances involving two or more faculty members from different depart-

ments may be initiated at Step Two instead of Step One. Grievances involving two or more faculty members from different schools or colleges may be initiated at Step Three instead of Step One or Step Two.

11. If United Academics alleges a grievance affecting two or more unit members, it may file at the appropriate step on behalf of those unit members with or without their consent. United Academics may file a grievance at Step Three if it alleges that a contractual violation of its rights as the sole and exclusive collective bargaining agent has occurred.

12. This procedure shall be followed for all grievances except for those involving termination, as defined in Article 13 of this Agreement. In the case of a grievance regarding termination, the grievance procedure shall commence with Step Three with filing no later than fifteen (15) days of the effective termination date.

13. At no step in the grievance procedure shall a settlement be reached which is inconsistent with the provisions of this Agreement, unless duly authorized representatives of both the University and United Academics concur in writing.

ARTICLE 13 DISCIPLINE AND SANCTIONS

1. No faculty shall be disciplined or terminated without just cause and this Article contains the only process through which a faculty member can be disciplined.

2. As used in this Agreement, “termination” shall refer to the discharge of a faculty member prior to the expiration of his or her appointment with the University due to the faculty member’s dereliction of duties, professional incompetence, gross misconduct or academic dishonesty.

3. As used in this Agreement, “discipline” shall include only written letters of reprimand; suspensions without pay of varying length; reductions in assignments or FTE workload; and termination. Demotion in rank may not be used as a form of discipline. “Discipline” shall not include oral counseling or oral reprimands nor shall it include performance evaluations or other performance reviews. Such matters are not grievable under this Agreement. Where appropriate and justified, the University may also require as part of a disciplinary action restitution, appropriate training or counseling, or other remedial action. The University reserves all rights to itself and/or third parties to initiate civil actions or criminal prosecutions for conduct or misconduct that is believed to constitute a violation of law. While individual instances of oral counseling or oral reprimands shall not be construed as falling under discipline as defined by this Article, any faculty member may discuss such actions with the dean if he or she believes them to be excessive.

4. It is understood that, in any case involving discipline or termination under this Article, the University bears the burden of proving that there was just cause for such action.

5. A faculty member may ask for and shall have the right to have a Union representative present whenever the faculty member is asked to participate in an investigatory interview which he or she reasonably believes may lead to disciplinary action. Nothing in these provisions requires the University to notify a faculty member of such right.

6. Once the University has been informed of any alleged acts that may form the basis for discipline, except those that would constitute a crime, it must initiate any disciplinary proceeding within one (1) year. In the case of disciplinary action resulting from sexual harassment or other unprofessional conduct, the time limit is two (2) years. Disciplinary procedures may be initiated by management through the chair, dean and/or Provost.

7. In any case under this Article, where the University is contemplating termination of a faculty member, the suspension without pay of any faculty member, or reduction in assignments or FTE workload, the following procedures will be used:

a. The dean (or decanal equivalent) will first provide written notification to the faculty member that termination or suspension without pay or some other disciplinary action other than a written letter of reprimand is being contemplated. Such statement shall include a summary of the basis for the contemplated action, and, when such basis includes allegations of violations of policy or procedure, a reference to any such policy or procedure. Such written notification shall be delivered by hand, by certified mail or by overnight delivery.

b. The faculty member shall be provided with an opportunity to formally respond to the allegations made by the dean. Except in extenuating circumstances, such a response must be made within ten (10) days of the dean's notification letter.

c. The faculty member shall be provided with an opportunity to meet with the dean to discuss the contemplated action. He or she shall be entitled to have a Union representative or attorney present at such meeting, provided that the University may have an attorney present in the event the faculty member or Union chooses to do so. Such meeting shall be held within twenty (20) days of the written statement referred to in Section 7.a of this Article.

d. Within seven (7) days following such meeting, the dean shall notify the faculty member by letter of the final action taken. If a Union representative or attorney accompanied the faculty member at the meeting referred to in Section 9.c of this Article, then such representative or attorney shall receive a copy of the letter. In cases involving issues of professional competence, the dean must consult with the Faculty Standards Committee prior to final action. In such cases, the time limits between the meeting referred to in Section 7.c of this Article and the final action shall be extended to fourteen (14) days.

e. Upon receipt of the letter indicating what final action was taken, the faculty member may exercise his or her rights under the grievance procedure. Any challenge by a faculty member to the disciplinary action must be processed under the grievance and arbitration provisions of this Agreement.

8. The procedures of Section 7 of this Article will not apply in cases where the chair, dean or decanal equivalent or Provost issues a written letter of reprimand. Such letters of reprimand may be grieved, however, under the just cause standard.

9. “Just cause” in a termination case shall be defined as dereliction of duty, professional incompetence, gross misconduct or academic misconduct.

10. Where termination is contemplated for a faculty member, pending completion of the time periods in Section 7 of this Article, a faculty member may be suspended with pay by the Provost in cases where the continued active employment poses an unreasonable risk of harm to the safety of the faculty member or others or disruption of University programs and/or operations.

ARTICLE 14 APPOINTMENTS AND ASSIGNMENTS

1. All appointments for members of the bargaining unit will be documented by a letter of appointment. The letter of appointment shall, at a minimum, document the length and type of the appointment; FTE percentage where applicable or will indicate course assignments; salary; and bargaining unit status. The stated terms and conditions of the appointment become effective when the letters are returned to the University signed by the candidate. When a faculty member is offered an appointment and assignment, he or she shall indicate acceptance of such by signing the appointment letter and returning it prior to thirty (30) days before the start of the assignment, unless otherwise approved by the dean or director. If the terms and conditions of employment change as a result of a personnel action, a new letter will be issued.

2. Extension Assistant Professors, Extension Associate Professors, Extension Professors, Research Associates, Research Assistant Professors, Research Associate Professors and Research Professors; Clinical Assistant Professors, Clinical Associate Professors and Clinical Professors and Library Assistant Professor, Library Associate Professors and Library Professors will be appointed to terms of one-year or more in length by the dean/director to a specific academic rank. A department or school may offer shorter appointments to grant-funded faculty to accommodate limitations of specific grants. Appointments and reappointments for Research faculty are contingent upon research funding. If the restricted funding ceases or if there is a significant change in the nature of the funded activity, the appointment may be terminated or reduced in FTE at the point the granted funds supporting the position are no longer available.

3. Lecturers will be appointed to a specific discipline department, or where the department structure does not exist, to a specific school. Lecturer assignments will normally be made on a semester basis or summer session basis and shall be limited in duration to the specific semester or summer session for which the faculty member is appointed. However, nothing shall preclude the department chair or dean/director, at his or her sole discretion, from making an assignment to a faculty member for a full academic year. Each semester and summer, the relevant unit (academic department, colleges or schools or Continuing Education (CE)) shall determine which courses need to be filled by part-time faculty and when such courses shall be offered. To assist in the planning of such assignments for forthcoming semesters and for the summer sessions, Lecturers shall fill out a teaching availability form. Such form shall be posted on the University and college/school/CE web sites and may be downloaded by the faculty member. A

faculty member who is interested in any assignments for an upcoming academic year must fill out the form and include the following information:

- a. Availability by days of the week and times of the day to teach in the forthcoming academic year or summer. While not required to do so the part-time faculty member may also indicate preference as to which days of the week and times of the day he or she would prefer to teach and any other relevant considerations.
- b. Indication of any courses which the faculty member is interested in teaching.
- c. Indication of how many credits or courses the part-time faculty member is interested in teaching.
- d. Contact information including address, e-mail address and telephone number.

4. The availability form must be submitted to the department chair or dean in those schools without departments, and also to the Director of CE no later than December 1 for the next academic year, Fall and Spring semesters, and no later than September 10 for the next summer. Summer session availability forms must be sent to the Director of CE but with a courtesy copy to the department chair. When the completed forms are turned in by the faculty member, they will be date stamped, and a copy will be put in the faculty member's Academic Record File.

5. It will be the responsibility of the faculty member to return the availability form to the appropriate administrator by the stated deadline. If the faculty member fails to return the form in a timely fashion, any assignment he or she may receive is at the discretion of the chair or dean/director.

6. The teaching availability form will be considered by the department chair, or dean/director, in planning assignments for a forthcoming academic year or summer. It is understood that the distribution and receipt of a teaching availability form by the faculty member does not obligate the department/school or CE in any way to provide an appointment or a particular assignment to the faculty member.

7. In all cases, the departments, schools, and CE reserve the right to first assign or to otherwise give preference in assignments to full-time faculty, department chairs, administrators and other non-faculty employees of the University prior to offering any courses to part-time faculty. Following such assignments, remaining available work will be handled under the following sections of this Article.

8. When the factors below are considered equivalent by the department chair or dean, the department or unit, in deciding who will receive an appointment, will give preference for an appointment of a minimum of six (6) credits a semester to a Lecturer III over a Lecturer I or II or new hires and shall give preference to a Lecturer II over a Lecturer I or new hires. These factors are: (1) the curriculum and programmatic instructional needs of the department or unit; (2) financial considerations; (3) the credentials and qualifications (including sub-specialties and areas of particular expertise) of both current unit members and other available faculty members from within and outside the University; (4) the teaching experience of both current and other available faculty members from within and outside the University; (5) evaluations and

work performance of unit faculty members; and (6) the seniority of unit faculty members and their stated availability. Within those Lecturer categories, due regard will be given to seniority. A Lecturer who does not receive an appointment may file a grievance claiming this Section has been violated or that the Anti-Discrimination or Academic Freedom Article has been violated or that there has been an alleged procedural violations in the review process of Article 15, Evaluations, that materially and adversely affected the outcome of the case. Lecturer IIs and IIIs may also grieve any non-reappointment that has the consequence of elimination of the individual from the bargaining unit on the grounds that such decision was arbitrary or capricious.

9. The term “seniority” as used in this Article shall be based upon the total number of credits taught by the faculty member at the University. Credit accumulation for purposes of this Article will be calculated from the Fall semester of 1996 only, unless the faculty member can independently verify and document prior teaching credits at the University.

10. The decision as to the assignment of faculty to particular courses will be reserved to the sole discretion of the department chair or dean/director and shall not be subject to the grievance and arbitration provisions of this Agreement.

11. For unit members who are not Lecturers, a decision not to renew or rehire a faculty member shall be in the University’s discretion and shall not be subject to the grievance and arbitration provisions of this Agreement, unless the faculty member alleges that the decision was in violation of the Anti-Discrimination or Academic Freedom Articles of this Agreement or that there has been an alleged procedural violations in the review process of Article 15, Evaluations, that materially and adversely affected the outcome of the case.

12. Non-lecturers with six (6) years of University service may also grieve any non-reappointment that has the consequence of elimination of the individual from the bargaining unit on the grounds that such decision was arbitrary or capricious.

13. Bridge Funding. In cases where external funding has been terminated, bridge funding for the compensation of a Research faculty member by the University of up to six (6) months may be available for the Research faculty member who has served six (6) or more years at the University and has, in the judgment of the dean, a history of satisfactory review.

a. Such funding will only be provided if the faculty member has made demonstrable progress towards the attainment of new grant funding, or is named as an expected member of a proposed grant team. In the event that an unexpected cessation of grant funding makes such preparation impossible, a faculty member who would otherwise qualify for bridge funding may be recommended for such funding to the dean by the department chair or other supervisor. In all cases, the Provost shall decide in his or her discretion whether or not to offer bridge funding, and if so, to what extent.

b. As soon as practical after it is known that bridge funding would be needed, the Research faculty member shall meet with the department chair and dean or his or her designee to determine what continuing or alternative duties would best serve the University. Should external funding not be found by the expiration of the bridge period, the portion of the appointment financed by the expired grant may be terminated.

14. Faculty members who receive an appointment and assignment for a given period shall be notified no later than forty-five (45) days prior to the start of the assignment. It is provided, however, that once the proposed schedule of courses has been submitted to the Registrar for an upcoming semester or Summer Session, a faculty member is free to contact his or her department chairperson, or dean or director, for information about tentative course assignments but information about such tentative scheduling shall not be deemed a contractual commitment to the faculty member.

15. When a faculty member is offered an appointment and assignment, he or she shall indicate acceptance of such offer in writing prior to thirty (30) days before the start of the teaching assignment. Failure to return the offer within this deadline shall constitute a forfeiture of the offer, unless the University in its sole discretion extends the deadline.

16. Except in the case of a personal or family medical emergency or catastrophic event, if an assigned faculty member withdraws from teaching one (1) or more courses less than thirty (30) days prior to the beginning of a semester or the summer, he or she shall be ineligible for consideration for a teaching assignment for the subsequent semester. The University is under no obligation to offer a teaching assignment to that faculty member in the subsequent semester.

17. The forty-five (45) day requirement of prior notification shall be waived if:

- a. A faculty member refuses an assignment and the department or CE chooses to offer it to some other unit member.
- b. New and additional sections of that particular course become necessary.
- c. A faculty member provides less than forty-five (45) day notice of his or her inability to teach a course for which he or she previously indicated acceptance of assignment.
- d. The University has a need to appoint a faculty member to an assignment in a situation that was unanticipated.

18. A faculty member who has accepted an assignment in writing in accordance with this Article shall receive a cancellation fee of 5% (gross) of the established salary if they are notified of a class cancellation two (2) weeks or less before the first class. If the class is cancelled after the start of classes, the faculty member shall receive a cancellation fee of 5% of the payment for the course plus a pro-rated portion of his or her payment for that course based on the number of classes taught out of the total number of classes scheduled.

ARTICLE 15 EVALUATIONS

1. Lecturers

a. Annual reviews. Lecturers shall be reviewed by their department chairs, or in units with no chairs, by the dean or director on an annual basis. In cases where the lecturer teaches in

more than one department, the University shall determine the primary department for purposes of evaluation and shall notify the Lecturer at the beginning of any appointment. For Lecturers who teach exclusively in CE, the relevant department or unit shall be the one which originally approved the appointment.

i. The chair, or dean/director in units with no chairs, shall review all student evaluations from the previous year and may in his or her discretion summarize the review in writing. The chair, or dean/director, may add further comments based upon any direct observation of work performance or class instruction and based on any direct input from colleague and students. The chair, or dean/director, shall notify the Director of CE and, where relevant, the chair of any other department in which the Lecturer may teach, and seek input from the director and/or chair as to the performance of the Lecturer in his or her teaching.

ii. Annual reviews will focus on the performance of the faculty member during the previous two (2) semesters or the previous twelve (12) months, whichever applies to the faculty member's appointment period, but will also take into account the performance of the faculty member during the preceding two (2) years if the faculty member was employed by the University.

iii. If a department has specific guidelines for the review of part-time faculty, such guidelines will be followed by the Lecturer and the chair.

iv. The chair's summary (or dean/director where no chairs) and evaluative comments from the Director of CE, if any, shall be entered into the faculty member's Academic Record File. The faculty member is free to file a rebuttal to any such written summary and have that rebuttal placed in his or her Academic Record File.

v. A Lecturer who wishes a more formal annual review shall notify his or her chair by February 1. In such cases, the chair will be required to summarize the review in writing and shall meet with the Lecturer to communicate to that Lecturer his or her assessment of performance, progress, and areas of strength and weakness.

b. Formal Evaluations. At least once every six (6) years, a more formal evaluation of a Lecturer will occur. Such evaluation shall include a self-evaluation by the Lecturer; a review and summary of all previous student evaluations; at least one classroom observation by the chair, (or dean/director in units with no chairs), or their designees; a written summary of the Lecturer's work, if any, in CE and other departments in which the Lecturer may teach; and internal peer review at the department or unit level, where there are no departments, under whatever guidelines are in effect for such peer review in that department or unit. If a department has specific guidelines for the review of part-time faculty, such guidelines will be followed by the Lecturer and the chair.

c. Criteria. Lecturers will be evaluated on their teaching and, where relevant, advising. Effectiveness in teaching is an essential criterion for further appointments. The prime requisites for effective teaching include, but are not limited to:

- intellectual competence, integrity and independence;
- demonstrated knowledge of the field;
- a willingness and capacity to grow in the field;
- a willingness to consider suggestions and to cooperate with other faculty members in teaching activities;
- a spirit of scholarly inquiry that leads to the strengthening of both course content and presentation in light of developments in the discipline;
- a vital interest in teaching and working with students;
- an ability to stimulate students' intellectual interest and enthusiasm;
- a capacity to awaken in students an awareness of the relationship of the subject to other fields of knowledge.

Any additional criteria developed at the college, school and department level shall supplement the above list.

Academic advising is an important part of the mission of the University. Interest and skill in the general guidance and academic advising of students will be an important consideration for further appointments or reappointment.

d. Measures and Methods. The parties recognize that no single set of measures and methods can be prescribed to evaluate the quality of teaching and advising. Some of the measures and methods, however, include but are not limited to:

- opinions of members of the candidate's department and of the candidate's department chair or supervisor, particularly if based on examination of course materials, team teaching experiences, observations of the candidate's teaching through class visitations, attendance at lectures given by the candidate or on the results of the candidate's teaching in courses prerequisite to those of other department members;
- evaluations of teaching and advising by students, appropriately documented and interpreted, for example through the use of student course evaluations following completion of their course or after graduation, advising questionnaires, post-graduate surveys, etc.;
- development by the candidate of new and effective techniques of instruction and instructional materials, including textbooks, particularly when evidenced by acceptance at other colleges or universities;
- publications by the candidate on the teaching of his or her discipline in respected journals;
- recognitions and awards for distinguished teaching;
- evaluations from service-learning partners.

2. Clinical Faculty

a. Clinical Assistant Professor, Clinical Associate Professor and Clinical Professor shall be evaluated for reappointment and promotion based upon the candidate's record of performance in the assigned areas of teaching, advising, scholarship/ research /creative work and service following the criteria, commensurate with appropriate FTE allocations towards such endeavors, as recorded in the annual workload agreement.

i. Teaching and Advising.

The criteria listed in Section 1.c of this Article shall also apply to Clinical Faculty in terms of assessing effectiveness in teaching and advising

ii. Scholarship/Research/Creative Activity.

Substantial and sustained scholarship/research/creative activity of high quality is an essential criterion for reappointment and promotion.

Account shall be taken of the type and quality of creative activity normally expected in the candidate's field. Documented evidence must be provided of genuine scholarship, productivity and creativity in the forms such as published research or recognized artistic production, engineering designs, and the like.

In certain fields, such as art, music, literature and theatre, distinguished production may be evidence of scholarship in much the same way as analytical research is in other disciplines. In evaluating artistic creativity, the candidate's merit should be assessed against criteria such as originality, scope and depth of creative expression.

Publication of any research or other creative accomplishment must be evaluated, not merely listed, in reviewing the performance of a candidate for reappointment or promotion. In disciplines in which competitive grant and contract support is available, acquisition of external funding and a record of continuing support may be an indication of recognized research competence and productivity. In some instances, professional activities, such as service as editor of a professional journal or service as a major officer of a professional organization, may be considered as recognition of scholarly achievement. Textbooks, reports, published research on pedagogy in the discipline and similar products connected with teaching or public service may be considered scholarly work insofar as they present new ideas or incorporate the candidate's scholarly research, assuming these contributions are validated through external review. The utilization of a candidate's scholarship by practitioners in the field should be considered if documented evidence of the impact of the work is provided. Works in progress should be assessed whenever possible.

The University strongly supports collaborative and cross disciplinary research; however, when published work in joint authorship (or other product of other joint endeavor) is considered, it is the responsibility of the candidate to document his or her role in the joint effort and of the department chairperson to establish as clearly as possible and evaluate the role of the candidate in the joint effort.

Appraisals of publications and other work in the scholarly and critical literature may be considered.

If the record of a candidate includes publication of journal articles, it is the responsibility of the department chairperson to address clearly in the review process information regarding the publication and to ascertain the standards of the journal and its standing in the discipline. If the record of the candidate includes publication of a monograph, it is the responsibility of the department chairperson to address clearly in the review process information regarding the

reviewing policies of the press and to report reviews published subsequent to the appearance of the work. If the record of the candidate includes presentations, invited and/or subject to peer evaluation, it is the responsibility of the department chairperson to address clearly in the review process the standards involved.

In cases involving promotion to Clinical Associate or Clinical Full Professor, the quality and significance of the work must be evaluated by full-time tenured and tenure-track faculty members of the department as well as the department chairperson, or in academic units without chairpersons, the dean. In addition, the department must solicit evaluations from acknowledged scholars and practitioners in the discipline of the candidate at other institutions, nationally or internationally. These scholars and practitioners should be at “arms length” with the candidate and be capable of providing an objective, informed assessment of the candidate’s work. Typically the external evaluators will have an academic rank equal to or above the rank of the promotion sought.

Evaluators will be selected according to procedures outlined in department/school RPT guidelines. Whatever procedures are adopted, candidates will be given an opportunity to object to proposed evaluators for cause, meaning actual bias or prejudice toward the candidate or lack of qualifications to review the candidate’s record. The candidate also has the responsibility to communicate to the chair or dean any factor that might prejudice the “arms length” standing. The authority to name the final list of evaluators rests with the chairperson or dean, but in cases where the chair/dean chooses evaluators challenged for cause by the candidate, he or she must provide a written statement explaining why he or she did not sustain the objections of the candidate.

An “arm’s length” evaluator is a person who is not compromised in their ability to provide an objective evaluation of the professional performance and reputation of the individual being evaluated. The following provides some examples of the sorts of professional or personal relationships that are commonly perceived to put in question the objectivity of an external evaluator:

- they have acted as the thesis or dissertation advisor for the candidate;
- been a faculty or student colleague at a previous institution;
- been a co-investigator on grants, a co-author on publications or a co-inventor of intellectual property;
- they are related to the candidate by birth or marriage;
- they have a financial partnership or consulting arrangement with the candidate;
- they are a close personal or family friend (vacation together, godparents etc.).

It does not, per se, exclude evaluators who are personally known to the candidate, with whom you may have discussed a project, attended a conference or participated on a professional committee.

External evaluators should be solicited in confidence. The evaluators should be informed as to who will see their letters of evaluation once submitted. The faculty member being con-

sidered for reappointment or promotion has the right to see the evaluators' letters but in such a form that the identity of the evaluator will be protected by eliminating all identifying material such as letterheads, names and titles and references.

The chair's statement will indicate the materials that were provided to the evaluators, as well as the basis for selecting those evaluators and a description of their qualifications and relationship to the candidate.

iii. Service to the University, and in their capacity as scholars, to the community and the profession.

Service to the University, and in their capacity as scholars, to the community and their profession is an essential part of the University's mission and faculty performance expectations. In certain contexts, such as Extension work (agriculture and natural resources), clinical practice (health disciplines), and field assignments (education or social work), service may be a principal component of faculty responsibility and performance assessment. In such circumstances the quality of the service must be addressed through evaluations from those served.

Faculty may engage in service through effective committee or other activity relating to their department or program, college or school, the University, or the Union. Faculty may make contributions through effective participation in community, state, national or international outreach or other endeavors relevant to their professional discipline, such as through service on governmental boards, commissions or task forces; accreditation teams, editorial boards, or peer review panels; professional organization committees or boards; community partnerships; and the like.

Professional service activities shall be reviewed for evidence of demonstrated achievement, such as effective and innovative service and leadership. A faculty member must provide evidence of the quality of the service rendered, which may include evaluation by the officials or agencies served.

iv. In evaluating the candidate's performance in these areas, reasonable flexibility shall be exercised, balancing, where the case requires, heavier assignments and responsibilities in one area against lighter assignments and responsibilities in another.

b. Procedures described in departmental or college/school guidelines for non-tenure track faculty shall apply to Clinical faculty of all ranks being reviewed for reappointment.

c. The University shall apply the same procedures for promotion to such individuals as may exist in the full-time Collective Bargaining Agreement to the extent pertinent.

3. Research Faculty

a. Appointments and reappointments for Research faculty are contingent upon available research funding. If the restricted funding ceases or if there is a significant change in the nature of the funded activity, the appointment may be terminated or reduced in FTE at the point the granted funds supporting the position no longer remain available.

b. Evaluation criteria. The criteria described under Section 2.a.ii of this Article shall apply provided that such Research faculty members shall be reviewed only relative to the quality of performance in scholarship/research work and other duties expressly assigned in accordance with the FTE allocations in the workload agreement.

c. Procedures described in departmental or college/school guidelines for non-tenure track faculty shall apply to Research faculty of all ranks when being reviewed for reappointment.

d. The University shall apply the same procedures for promotion to such individuals as may exist in the full-time Collective Bargaining Agreement to the extent pertinent.

4. Extension Faculty

As of the ratification of this Agreement, there are no part-time Extension faculty members in the bargaining unit. In the event the University shall appoint anyone to a part-time bargaining unit Extension faculty member, the University shall apply the same procedures for appointments, reappointments, evaluations and promotion to such individuals as may exist in the full-time faculty Collective Bargaining Agreement to the extent pertinent.

5. Library Faculty

a. Evaluation criteria. Library faculty shall be reviewed for reappointment and promotion in accordance with the following standards and criteria.

i. General considerations. Library faculty must demonstrate effective performance in carrying out the responsibilities and goals applicable to his or her assignment. The goals of the libraries are the development of collections and services to support the educational programs of the university; the application of a rational system for the organization, management and use of the collections and services; the creation of essential bibliographic records; and the instruction in use of the libraries.

The basic quality that must be evident for reappointment or promotion of Library faculty is strong professional performance in areas that contribute to the educational, research and service missions of the University and the libraries. These areas include library resource access, collection and service development, and organization of resources. In considering Library faculty for initial appointment or promotion it is recognized that progressive experience contributes to the more successful fulfillment of the requirements of a position and to the potential for promotion.

The following criteria form a framework within which judgments are made on the quality of performance of Library faculty. In evaluating the faculty member's qualifications in these areas, reasonable flexibility shall be exercised, balancing, where the case requires, heavier assignments and responsibilities in one area against lighter assignments and responsibilities in another.

ii. Specific criteria for reappointment and promotion. Documentation submitted in support of appointment, reappointment or promotion in order to describe achievement in educational, scholarly or service missions shall follow the following criteria:

a. Educational mission. Contributions to the educational mission of the University and libraries are evaluated on the basis of the following general criteria, as applicable: (1) the ability to interpret bibliographic systems and library collections and in assisting and training students in the use of library resources and services; (2) competence in the theory and practice of bibliographic description and subject analysis of library materials; (3) the ability to present effectively, by lecture and demonstration, specific aids to literature searching, based on the officer's knowledge of the library's collections in subject areas and on the application of automated systems and bibliographic networks to identify materials in the university library and at other institutions; (4) effective exercise of professional and academic judgment in the acquisition and development of library resources and services to support instructional and research needs; (5) the ability to administer and manage complex library operations requiring professional and academic judgment; and (6) the ability to provide leadership and foster cooperation and to relate and interpret the goals, objectives and operations of the library to the university community.

b. Scholarship and creative activities. Scholarship and creative activities must demonstrate continued excellence in, and significant contribution to, the field of librarianship. Contributions to the professional literature bibliographic studies of a subject field, or research reports of library services and operations are evidence of scholarly achievement pursued independently of supervision or direction. Scholarly and creative activities also include but are not limited to presenting at professional conferences, producing reports that provide creative solutions to professional problems and issues and creating data bases or other computer systems. Continuing evidence of studies, investigations or scholarly contributions is expected. The following guidelines shall be used in judging the significance of the faculty member's activities in this area: (1) impact of the work in the assigned area of responsibility; (2) professional judgment of the value of the work by colleagues in his or her own and related fields; (3) breadth, originality and accuracy of the work; (4) pertinence of the activity in solving problems.

c. Service. The same service criteria set forth in Section 2. a. iii of this Article shall apply.

iii. Annual performance review and reappointment. The procedures described in the libraries approved performance review guidelines shall apply, together with the additional procedures described here.

Area administrators and/or department chairpersons shall review annually the performance of each Library faculty member in his or her unit. The findings of that review will be communicated to the faculty member in writing with special emphasis given to areas of needed performance improvement. Before deciding on the recommendations for reappointment, the area administrator or department chairperson shall consult with members of the department and/or other appropriate groups or individuals. Performance appraisal criteria identified in Section 5.a of this Article shall guide this review. The area administrator and/or department chairperson

will make a written recommendation on reappointment to the dean of the libraries. The dean shall make a final decision on reappointment.

iv. Procedures in matters of promotion. Recommendations for promotion may be forwarded at any time a Library faculty member has met the standards for the proposed rank. Library faculty shall be evaluated for promotion according to their own criteria and consistent with the procedures outlined and prescribed in the full-time Collective Bargaining Agreement to the extent pertinent.

6. Notice of non-reappointment, or of intention not to recommend reappointment.

a. Notice of non-reappointment, or of intention not to recommend reappointment, shall be provided in writing to Clinical, Research and Library faculty members. The following schedule of notification shall be based upon consecutive years of uninterrupted service (excluding period of approved leave) as a faculty member at the University.

b. Clinical and Library faculty shall be notified according to the following schedule:

i. Not later than March 1 of the first academic year of service if the appointment expires at the end of that appointment year or, if a one-year appointment expires during an academic year, at least three (3) months before its expiration.

ii. By December 15 of the second academic year if the appointment expires at the end of that appointment year or, if an initial two-year appointment expires during an academic year, at least six (6) months before its expiration.

iii. At least 12 (twelve) months before the expiration of an appointment after two (2) or more years in the institution.

c. Research faculty. Notice of non-reappointment for any Research faculty member shall be no later than March 1 of the year in which the appointment is ending. None of the notice periods apply to terminations for cause nor do they apply to terminations of Research faculty due to lack of available grant funds to support the position.

7. Nonrenewal of an appointment does not carry with it implication of incompetence or misconduct on the part of the faculty member. In addition to the right of the University to not reappoint any faculty member for individual performance reasons, such decisions may be based on a variety of reasonably derived administrative, financial or policy reasons.

8. A faculty member who is denied appointment, reappointment or promotion may grieve alleged procedural violations in the review process that materially and adversely affected the outcome of the case.

ARTICLE 16 WORKLOAD

1. Department chairs shall be responsible for the workload or the scheduling and assignment of all faculty members under their direction, subject to the approval of the dean or director. In units where there are no chairs, the dean or director, or their designees, will be responsible for workload or scheduling and assignments.
2. In the case of Clinical faculty, Research faculty, Extension faculty, and Library faculty, workload expectations shall be set forth in writing by the department chair or other appropriate administrator following consultation with the faculty member. Such consultation will normally take place in the spring semester for the following academic year and will include a discussion of schedule as well as workload expectations. The faculty member is free to present his or her preferences regarding work expectations and assignments prior to or at such meeting. A copy of this written record of work expectations, and any modifications of such work expectations, will be placed in the individual's Academic Record File.
3. It is recognized that, given the diverse nature of faculty work, the varying types of faculty appointments and the needs of the departments and academic units, the weighting of assignments and the particulars of individual assignments will vary both between and within individual departments and academic units. The parties recognize that, in making workload assignments, the chair will consider various factors, including, but not necessarily limited to, the workload demands of specific assignments; availability of teaching support, such as teaching or graduate assistants; the number of classroom contact hours, class size and the total number of students taught by the faculty member; the times at which classes are scheduled; the number of new course preparations; approved distributions of individual effort among criteria relevant to the specific faculty appointment (such as teaching, scholarly activity and service), demands and requirements of externally funded contracts and grants and the nature of the academic program, which may require flexibility in assignments to maintain program quality. It is further recognized that, in making workload assignments, chairs and deans will also take into account fiscal considerations, the overall needs and mission of the school or college and the University, and sound pedagogical practices.

A faculty member may grieve his or her overall work expectations on the grounds that the department chair, or dean, has acted arbitrarily or capriciously in the application or non-application of the factors such as those described in this Section.

4. A Lecturer is free to discuss his or her tentative workload assignments and expectations with the chair or, in schools or units without chairs, with the dean or director either before or after the proposed schedule of courses has been submitted to the Registrar for an upcoming semester, academic year or Summer Session.
5. Nothing shall preclude a department chair or dean or director from modifying the work expectations or schedules of faculty members as may be necessary prior to or during the aca-

demetic year or other appointment period provided he or she first discusses such changes with the faculty member and provided the changes are not arbitrary or capricious.

6. Lecturers are expected to perform teaching duties in accordance with the requirements of the assignment unit. Such work shall include instructional activities and related responsibilities, availability to students for consultation and reasonable office hours. Any additional work expectations with regard to the course(s) that the Lecturer member is teaching shall be delineated in the appointment letter, or in some other written communication from the chair, dean and/or the Director of CE. A copy of the appointment letter or any other written communication regarding work expectations, or any modification of such work expectations, will be placed in the individual's Academic Record File.

7. The general workload responsibilities of Clinical faculty shall include patient care and/or the supervision and instruction of professional students in clinical or educational settings but do not include the research responsibilities of tenure-track faculty. Such responsibilities may also include scholarly activity related to their clinical work and service commensurate with appropriate FTE allocations towards such endeavors.

8. The general workload expectations of Research faculty are to engage in creative scholarship and research in their field. Typical duties include, but are not limited to: engaging in scholarly and research work related to the academic unit; communicating scholarly endeavors through refereed journal articles, manuscripts, monographs, books, funding requests and reports to granting agencies; oversight and management of research grants; supervision of technical staff; and mentoring of graduate and undergraduate students engaged in scholarship under their supervision. Participating in grant review panels and study sections and service activity related to scholarship and research can also constitute a minor portion of the workload.

Subject to the customary approval by the chair, a Research faculty member's workload shall reflect proportionately the level of effort expended on work in which s/he engages pursuant to the grant or contract. The principal investigator and sponsored projects administration personnel will initially and, as necessary, or appropriate, periodically review committed, actual or certified effort to ensure compliance with sponsor requirements and/or guidelines.

9. The general responsibilities of Extension faculty are the development and delivery of non-credit educational extension programming to various audiences. Specific activities are defined in the annual Extension plan of work approved by the Extension Director. Typical duties include but are not limited to: preparation of course materials, publications, newsletters, Articles, radio, computer and television programs; facilitation of groups and workshops; addressing requests of individuals for advice and information; and communicating with other professional groups and advisors. Extension workloads may also be subject to federal funding requirements and guidelines, and thus workload expectations and written memorialization thereof must be consistent with any such requirements and guidelines.

10. The general responsibilities of the Library faculty shall be set by the Dean of the Library

and appropriate supervisors and will vary depending on the particular position held. They may include but shall not be limited to library services, reference services, circulation services, technical services, University and professional service, teaching in library subject matter, supervision of library staff employees and activities that foster professional growth, including creative activity and research. These responsibilities shall be set by the Dean of the Library and appropriate supervisors and will vary depending on the particular position held.

Library faculty will be assigned work by their supervisors and will be expected to work in accordance with a schedule established by their supervisors, subject to the approval of the Dean. Scheduling of Library faculty will take into account the needs of the library, and library users including students and faculty, and the librarian's professional specialization and areas of responsibility.

Any changes in scheduling from those established at the time of hire will be discussed between the supervisor and the faculty member at least two weeks prior to implementation.

11. In all cases, faculty members will adhere to all department, college/school, division, CE and University rules, regulations, guidelines and policies.

12. Faculty members who serve on nine-month academic year appointments will be available for work assignments no later than one week before the Fall Semester and up to one week after Commencement throughout the academic year, except for official University holidays, and the time from December 23 to January 2. Faculty members who serve on ten-month appointments normally begin their appointments at the same time as nine-month faculty and end their appointments one-month later than nine-month faculty. However, nothing shall preclude individual arrangements mutually agreed upon between the faculty member, the chairperson and the dean or director under which the appointments may be satisfied by different calendar expectations, such as some of the work being performed during the summer, or for nine-month appointments that do not correspond to the traditional academic year. The schedule of payment of compensation shall correspond with any such altered calendar expectations.

Faculty members who are appointed on a semester basis will be available for work assignments on the first day of scheduled courses, or, if assigned to non-teaching duties, as otherwise specified in their appointment letter. Faculty will be available for work assignments through the end of the semester but in all cases must comply with required reporting of grades or other such required information even if such work extends beyond the last day of the semester.

13. Faculty who serve on twelve-month appointments must be available for work assignments throughout the calendar year except for scheduled vacations and official University holidays. The annual vacation for bargaining unit members on a twelve-month appointment is twenty-two (22) days each year, pro-rated to FTE assignments, to be scheduled with and approved by their Chair or supervisor in advance.

14. Faculty participation in any official University function or activity that falls outside the

appointment period shall be voluntary. Faculty who are requested and agree to participate in such functions or activities, will be compensated at the rate of \$175/day or at the rate of \$100 for a period of three (3) hours or less. The Provost shall identify those functions or activities eligible for such additional compensation.

15. All faculty members are required to attend periodic training sessions on topics of significant relevance to the professional and legal obligations to which they are subject. Faculty will be compensated for all such University sponsored training if offered outside the appointment period at the rate of \$175 per day, or at the rate of \$100 for a period of three (3) hours or less.

16. If giving an exam on the last Friday of exam week, teaching faculty shall not be required to provide final grades for students other than seniors earlier than Tuesday of the following week.

17. Nothing shall preclude a department chair, dean or director from approving additional compensation to faculty members for additional duties such as supervision of independent studies or projects, maintenance of labs or studios, non-credit performance or artistic direction of students.

ARTICLE 17 PERSONNEL FILES

1. The University will maintain three official files on each unit member: a Payroll/Human Resources File, an Academic Record File, and where relevant, a medical documentation file. This shall not preclude the existence of duplicative or unofficial files but such files shall not be considered the official record of the faculty member. Any documentary materials required under this Agreement that might be housed elsewhere than as provided within this Article shall, however, be maintained and made available to bargaining unit members as provided herein.

2. The Payroll/Human Resources File shall contain documents relative to appointments, hiring, salary, benefits and benefit plan enrollment, leave status, taxes and similar non-academic aspects of the bargaining unit member's employment relationship with the University. Any medical information will be maintained in a separate file kept in the Human Resources Office. This will be kept apart from any other file on the faculty member and in a manner consistent with applicable laws with respect to the confidentiality of medical records.

3. Only one official Academic Record File will be kept for each unit member and it will be kept at the academic College, School or Division associated with the faculty member's primary assignment. The contents of this file shall be determined by the dean, or equivalent administrator, and minimally will contain copies of curriculum vitae, official correspondence with the faculty member, appointment letters, record of disciplinary actions, letters of commendation or complaint, documentation of workload expectations, any evaluations and observations, including peer evaluations, student evaluations, all formal peer review documentation, forms and other documents relevant to the faculty member's professional and performance record

while employed as a faculty member at the University. At the dean's discretion, all student evaluations may be kept at the department level instead of the dean's office, but summary statistics of such evaluations shall be included in the Academic Record File.

4. Faculty members are encouraged to review their official files periodically. Faculty members shall have the right to examine these files, including any separate medical documentation file, at reasonable times during normal business hours and shall have the right to request and receive copies of any item in the files at the applicable institution rate per copy. However, faculty members do not have a right to see pre-hire recommendation letters. With regard to external evaluator letters provided as part of any formal peer review process, faculty members may read the text of such letters, but prior to being made available to the faculty member, any parts of the letter that would reveal directly or indirectly the identity of the evaluator shall be excised.

5. Faculty members shall be entitled to include in the files any rebuttal or explanation of any item in the files.

6. In addition to the unit faculty member, only University administrators and staff members and other individuals authorized by administrators to do so for institutional purposes may access the official files of a unit faculty member. Except for those occasions where faculty members are carrying out their formal peer review functions, faculty members may not review the files of other faculty members, within or outside the bargaining unit. On those occasions when faculty are carrying out such formal evaluative functions, such faculty will only have access to the file under review and not the entire Academic Record File of the candidate. Once a file has been reviewed at all evaluative levels and a final decision on evaluative matter has been made, the formal peer review file will become part of the faculty member's permanent academic record file.

7. A representative of the Union may have access to a faculty member's file, provided written authorization has been granted by the faculty member to the custodian of the file.

8. The University shall not include in any official personnel file any anonymous material, except for student evaluation forms and evaluations furnished by outside evaluations for formal peer review purposes in accordance with the guidelines established in Article 15, Evaluations.

9. Faculty may request the dean to remove any document that the faculty member alleges to be factually untrue or inaccurate. Should the dean deny the request, the faculty member may file a grievance over whether the document is factually untrue or inaccurate.

10. Except for student evaluations, no written material may be used for review or evaluative purposes that have not been placed in the official Academic Record File at least one week prior to the date announced by the department chair (or dean or director in schools or units without department chairs) for the initiation of department and/or chair review of the faculty member without the faculty member's permission.

11. This Article is subject to any state or federal laws or regulations regarding access to records and disclosure required in connection with administrative or judicial proceedings.

ARTICLE 18 COMPENSATION

Note: References to “credits” in this Agreement refer in all cases to compensated credits.

1. a. Credit hour rates for part-time Lecturers and others teaching credit courses:

Effective	7-1-05	7-1-06	7-1-07	7-1-08
Lecturer I	\$1326	1406	1487	1558
Lecturer II	\$1426	1506	1587	1658
Lecturer III	\$1526	1606	1687	1758

Such credits will include all Continuing Education credits. Credit accumulation for purposes of this Article will be calculated from the Fall semester of 1996 only, unless the faculty member can independently verify and document prior teaching credits at the University.

b. A Lecturer I is a unit member who has not completed six-years (i.e. at least one semester or Summer Session of active teaching during that year) of active teaching service at the University and/or has not taught at least 60 credits compensated by the University (excluding PEAC).

c. A Lecturer II has completed six-years of active teaching service (i.e. at least one semester or Summer Session of active teaching during that year) at the University; has been successfully reviewed for promotion to Lecturer II; and has taught at least a total of 60 credits compensated by the University (excluding PEAC).

d. A Lecturer III has completed ten-years of active teaching service (i.e. at least one semester or Summer Session of active teaching during that year) at the University; has been successfully reviewed for promotion to Lecturer III; and has taught at least a total of 100 credits compensated by the University (excluding PEAC).

e. A Lecturer I shall be eligible for promotion review to Lecturer II in the semester in which he or she becomes eligible based on 60 credits compensated by the University (excluding PEAC) and six-years of active teaching service at the University (i.e. at least one semester or summer session with active teaching during that year). A Lecturer I must notify his or her department chair no later than the start of the semester in which they want to be reviewed for promotion. The Lecturer I must be on active appointment for the semester in which they want to be reviewed. Once the Lecturer I applies for promotion review, the review will take place and be completed with that semester. [NOTE: For implementation purposes, the earliest a Lecturer I can apply for promotion is the Fall semester of 2006 for a promotion effective Spring 2007.]

f. The review process will follow Article 15, Evaluations, Section 1.b except that the chair shall also make a recommendation to the dean at the completion of the review. The dean shall make the final decision on promotion. Any promotion will take effect in the next semester or summer when there is an active appointment.

g. The process for the promotion from Lecturer II to III shall be the same as Sections 1.e and 1.f of this Article, except that the eligibility to apply shall be ten (10) years of active teaching service at the University and 100 credits compensated by the University (except for PEAC).

2. All rates in this Article are minimum rates and a college, school, CE or other academic unit is free to pay part-time faculty at a higher rate.

3. Effective July 1, 2005, a Lecturer will receive a 4.5% increase for FY 06 over their FY 05 part-time credit rate, or be raised to the minimum per credit rate, whichever is greater. For FY 07, the Lecturer will receive an increase of 6% over their FY 06 part-time credit rate, or be raised to the minimum per credit rates whichever is greater. For FY 08, the Lecturer will receive an increase of 5.75% over their FY 07 part-time credit rate, or be raised to the minimum per credit rates whichever is greater. For FY 09, the Lecturer will receive an increase of 4.75% over their FY 08 part-time credit rate, or be raised to the minimum per credit rates whichever is greater.

4. All non-Lecturers will receive an increase of 4.5% over their FY 05 part-time base salary effective July 1, 2005 unless they have already received an increase in their salary for FY 06. If that increase was less than 4.5% they will receive the difference between that raise and 4.5%. In FY 07, FY 08 and FY 09 they will receive an additional increase on base salary over the previous year's part-time salary of 6.0%, 5.75% and 4.75% respectively.

5. It is understood that those unit members who are grant-funded, in whole or in part or are paid under income/expense budgets, or are paid under gifts of any sort, are not eligible to receive the increases provided for in this Article for that portion of their salary that is grant-funded or income/expense or gift-funded, unless such support funds or external state or federal funds are available in the specific institute, grant, contract or other external budget for the year in which payment is to be made. Therefore, to the extent possible, grants should be written to reflect the compensation agreed to in this Article.

6. Lecturer appointments do not carry an FTE regardless of the length of the appointment. Similarly, a Clinical, Library, or Research faculty member who also may teach a course or courses will separately contract for such work with either CE or the department/school as appropriate. Teaching courses will not be considered part of such faculty member's FTE for the year and will be separately compensated based on the per credit scale above.

7. Tuition Remission. Once an instructional faculty member has taught a total of twenty-four credits for the University, or once a Clinical, Research, or Library faculty member has had two

consecutive annual contracts at a 0.5 FTE or greater, then such faculty member will be eligible for tuition remission. Once eligible, the faculty member may receive three (3) credits of tuition remission for courses at the University for each three (3) credit course he or she teaches in an academic year at the University, up to six (6) credits maximum per academic year. Faculty on such annual contracts will be eligible for tuition remission of six (6) credit hours per academic year. Such credits that are not used in the year in which they are earned may be rolled over for one (1) additional year.

8. Health Insurance.

a. The University shall offer all bargaining unit members the \$1500 single/\$3000 family High Deductible Health Plan (HDHP). If a member chooses such a plan, he or she shall pay all premium and costs associated with the plan.

b. The HDHP shall include the Preventative Care Riders 1, 2 and 3, which include preventative maintenance, (*e.g.* office visits, mammography/pap test, colonoscopy) benefits that can be offered without being subject to a deductible.

c. The parties recognize that premium rates are set by Blue Cross/Blue Shield and may vary from year-to-year. The University will not pay any premium contributions to the plan or any other costs.

d. Upon establishment by the faculty member of a Health Savings Account (HSA), and upon participation in the University's HDHP, the University will contribute the following amounts to such HSA in any given calendar year:

i. For Lecturer IIs and IIIs, \$250 per course (3 credit minimum) taught up to a maximum of \$1000 per year.

ii. For those Clinical, Research, Library or Extension faculty members with annual contracts, \$1000 if 0.5 FTE or more and having completed at least six (6) years of service on annual contracts with the University.

e. Such HSAs are subject to all state and federal laws and regulations governing such accounts.

f. Grandparenting clause. Any faculty member who, at the time of ratification of this Agreement, has previously qualified for, and is receiving, University health insurance benefits at that time may continue to receive such benefits in accordance with the eligibility rules and benefit policy in effect prior to ratification, provided, however, that effective July 1, 2006, the health plan will be the same as that provided to full time faculty members on that date. Such faculty members will also have the option of qualifying for the HSA benefit, but, in no event can such faculty member receive both benefits. Such election must be made in writing within 60 days of ratification.

g. These health insurance benefits do not apply to any faculty member who is receiving benefits under Medicare, or under any other University health insurance plan.

h. Any faculty member who at the time of ratification is receiving dental or other insurance from the University shall maintain such benefit in accordance with University benefit policy (a list of such employees will be agreed upon by the parties).

9. Compensation may be provided for work performed as part of a University incentive program (*e.g.* Instructional Incentive Grant) that is established by the University in its sole

discretion and approved by the Office of the Provost. The University shall provide monetary compensation based on the nature of the program and the amount of work done.

10. Faculty who perform work for a non-academic unit of the University, other than CE, will separately contract with that other unit (*e.g.* Athletics Dept.). Rates of compensation will follow established rates for the specific body of work

11. Sponsored Activities: Faculty members shall be eligible for compensation as expressly provided in a university-approved grant or contract, and subject to any limitations imposed by the grantor or contractor. Subject to the customary approval by the chair, a faculty member's assignment shall reflect proportionately the level of effort expended on work in which s/he engages pursuant to the grant or contract. The principal investigator and sponsored projects administration personnel will initially and, as necessary or appropriate, periodically review committed, actual, and certified effort to ensure compliance with sponsor requirements and/or guidelines.

12. Faculty who perform non-credit work for CE, will separately contract with CE for such approved additional work and compensation, and will be subject to CE's rules, regulations and policies.

13. Award Compensation: The University may in its sole discretion establish recognition programs (*e.g.* Kroepsch-Maurice Teaching Award, Kidder Award, University Scholar Award) under which faculty are eligible to receive monetary awards. Such programs must be approved by the Provost. All faculty members receiving a particular award shall receive monetary compensation as determined by the program.

14. In no instance may a faculty member contract directly with another faculty member or render decisions regarding assignments or related compensation for other faculty members. Such decisions shall be the purview of administration.

15. Subject to the rights of faculty members under the non-discrimination Article, or state or federal disability laws, and any medical leave policies and benefit plans for which this Agreement provides, the University may terminate a faculty member who is unable to perform the essential requirements of his or her faculty appointment with or without reasonable accommodation due to physical or mental disability ("disability"). When a dean or decanal equivalent following consultation with the department chair has a reasonable basis to believe that termination may be necessary under this standard, he or she may request the faculty member to undergo a medical assessment. If, based upon the results of an assessment and such other assessments as the University may reasonably request in follow-up to the initial assessment, the dean concludes that termination due to a disability is necessary, the dean will make such recommendation to the Provost in writing, with a copy to the faculty member and the Union. The Provost will provide the faculty member an opportunity to meet within ten (10) days of issuance of the dean's recommendation. The faculty member is entitled to have a Union representative or attorney present during such meeting, provided the University is entitled to have

an attorney present as well if the faculty member chooses to do so. Within ten (10) days of the meeting, or within 14 days of issuance of the dean's recommendation if no meeting is requested, the Provost will make a final determination on whether termination is appropriate. Refusal of a faculty member to undergo a requested medical assessment may, in the University's sole discretion, result in termination under this Article.

ARTICLE 19

PROFESSIONAL DEVELOPMENT FUNDS

1. The University will establish of fund of \$15,000 per fiscal year for professional development of bargaining unit faculty members. This fund will be available only for those unit members who are classified as Lecturer II or Lecturer III.

A Lecturer II or a Lecturer III shall have the right to apply for such funds for authorized expenses incurred in travel for professional development or for other professional development purposes. Faculty seeking such funds shall apply to their dean or director who shall make a recommendation to the Provost on the merits of the request. Final decisions on faculty applications as to whether to approve funds or not will be made by the Provost or his or her designee, taking into account availability of funds, competing applications for support, and the relevance and benefit, short and long term, of the proposed travel or other professional purpose to the faculty member and college/school and University. Any additional criteria and procedures for application shall be developed by the faculty at the college or school level.

2. Nothing shall preclude a dean in his or her discretion from authorizing additional college or school funds to be used for professional development purposes consistent with any University resources and budgetary guidelines. In such cases, the dean shall make final decisions on faculty applications as to whether to approve funds or not, taking into account availability of funds, competing applications for support, and the relevance and benefit of the proposed travel or other professional purpose to the faculty member and school or college. The dean, in his or her discretion, may form faculty advisory committees to establish additional criteria and/or recommend approval of individual professional development proposals at the school or college level.

3. Nothing shall preclude the Provost in his or her discretion from also disbursing or otherwise allocating University funds to departments or colleges or schools for use by faculty for professional development consistent with any University resources and budgetary guidelines.

4. In all cases where a faculty member receives professional development funds from either the department or the school/ college level, he or she will follow any established University accounting procedures or implementation procedures for the use of such money.

5. All funds not encumbered or expended by May 1st shall become part of a resource pool for redistribution by the Provost to other faculty who demonstrate special needs, including unreimbursed professional expenses. No funds may be rolled over into the next fiscal year.

6. Those faculty holding external grants are expected to use any funds in their grants specifically designated for these purposes (as described in this Article) prior to applying for these resources and are encouraged to use any funds in their grants that could reasonably be used for these purposes (as described in this Article) prior to applying for these resources.

ARTICLE 20 SAFETY AND HEALTH

1. The University shall provide faculty members with safe and healthy conditions of work consistent with its obligations under OSHA and any other state, federal or local law or regulation. The University and Union agree to notify each other promptly, but usually within forty-eight (48) hours, whenever a health or safety-related issue comes to their attention. A faculty member also has an obligation to notify the University whenever a health or safety-related issue comes to his or her attention. All members of the bargaining unit have a responsibility to comply with existing health and safety standards; to attend training sessions on safety and health matters required by state or federal law or University policy; and to ensure that the employees and students they supervise demonstrate safe work practices and received the appropriate mandated safety training.

2. If an imminent health or safety threat exists, subject to the protocol stated below, a faculty member shall not be required to work in such an environment. A faculty member who perceives there to be an imminent health or safety threat should immediately vacate the premises and instruct any employees whom he or she supervises and students to do the same. Such conditions should immediately thereafter be reported to the Department of Risk Management for follow-up and investigation. Risk Management shall provide a recommendation for next steps to the department chair, who will in turn provide direction to the faculty member regarding resumption of work at the site or alternative arrangements. All other workplace hazards of a non-emergency nature that the faculty member has been unable to correct through department resources should also be reported to Risk Management, Radiation Safety or Asbestos & Lead Management, as applicable, for their investigation and recommendations.

ARTICLE 21 INTELLECTUAL PROPERTY POLICY

The University's Intellectual Property Policy, effective December 22, 2005, is incorporated by reference into the Agreement to the extent relevant to unit members.

ARTICLE 22 EXTERNAL EMPLOYMENT

Faculty are encouraged to participate in other professional activities as a means of improving not only their own competence and prestige, but the prestige of the University as well. While

engaging in these activities and/or in any external employment, either during or outside the appointment period, faculty members have the obligation to avoid ethical, legal, financial and other conflicts of interest to insure that their outside activities and interests do not conflict with their responsibilities to the University. Furthermore, any external employment will not involve or require more than incidental use of University equipment (excluding computer technology) supplies, materials, clerical services unless expressly authorized by the chair.

ARTICLE 23 NO STRIKE

1. The Union, on behalf of its officers, agents and members, agrees that so long as this Agreement or any written extension hereof is in effect, it shall neither conduct nor support any strike or other withholding of required employment services from the University.
2. Any member of the unit who violates the provisions of this Article will be subject to disciplinary action.
3. The Union agrees to indemnify the University for all expenses and damages that occur as a result of prohibited activity under Section 1 of this Article when such action is publicly condoned by the Union. In the event of prohibited activity under this Article, the Union agrees to use every reasonable effort to inform members of the unit of the illegality of such activity and of the Union's policy of opposition to such activity.

ARTICLE 24 EFFECT OF AGREEMENT

1. This constitutes the entire Agreement between the University and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject or matter not excluded by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

2. The University and the Union, for the duration of this Agreement, each unqualifiedly and voluntarily waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any matter or subject referred to or covered by this Agreement or with respect to any matter or subject not specifically referred to or covered by this Agreement even though such subjects or matters may not have been within the contemplation of either or both of the parties at the time that they negotiated or signed the Agreement.

**ARTICLE 25
SEPARABILITY**

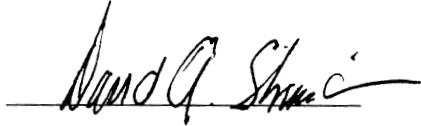
In the event that any provision of this Agreement in whole or in part is declared to be illegal, void or invalid by any court having jurisdiction over the matter at issue or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement and in such event the remainder of the Agreement shall continue to be binding upon such parties hereto.

**ARTICLE 26
DURATION**

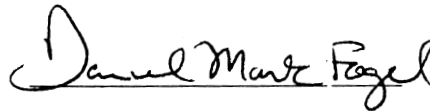
Except as otherwise provided herein, this Agreement shall be effective from the date of ratification, April 14, 2006 and shall continue in full force and effect until midnight June 30, 2009, and shall be automatically renewed from year to year thereafter unless at least one hundred twenty (120) days prior to any expiration date either party notifies the other in writing by certified or registered mail of its desire to terminate or amend this Agreement.

DATED THIS 24th DAY of APRIL 2006 AT BURLINGTON, VT

UNITED ACADEMICS

A handwritten signature in black ink, appearing to read "David A. Shuman", written over a horizontal line.

UNIVERSITY OF VERMONT

A handwritten signature in black ink, appearing to read "Daniel Mark Fazel", written over a horizontal line.

SIDE LETTERS OF AGREEMENT

1. The parties agree that any tenured full-time faculty member who is phasing into retirement under the Faculty Phased Retirement Plan (FPRP) or the Faculty Retirement Incentive Plan (FRIP) provided for in the Collective Bargaining Agreement between the UA and UVM (full-time faculty unit) shall remain in the full-time faculty bargaining unit until he or she is fully retired regardless of such faculty member's FTE during that period. The parties further agree that agreement to the above does not indicate or establish the bargaining unit status of tenured or tenure-track faculty employed below .75 FTE, who are not participating in the FPRP or FRIP.

2. The University agrees to undertake a good faith effort, in collaboration with United Academics and the academic units concerned, to maintain the recent course and credit load of the seven (7) part-time faculty members listed below for the duration of this Agreement.

Sandra Bearman
Christine Campbell
Judith A. Christensen
Cameron Davis
Sean M. Dye
Elizabeth A. Haggart
Margaret Kay McDevitt

