

# United Academics: CBA Tentative Agreement. November 2014.

Some language subject to more carefully crafted final language.

Please note: language in bold, caps, and/or underlined is new; anything crossed out has been dropped; everything else is unchanged.

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## ARTICLE 3 - UNION SECURITY

### 3.1

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 10<sup>th</sup> 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.

### 3.2

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.

### 3.3

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.

### 3.4

Pursuant to 3 VSA sections 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 **who are not dues paying** ~~hired after February 6, 2003, 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. ~~Effective July 1, 2009, this provision will apply to all members of the bargaining unit regardless of when they became employed by the University.~~
- b. 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.
- c. The amount of the agency fee shall not exceed 85% of the amount payable as dues by the Union members.
- d. 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 even 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.

### 3.5

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

### 3.6

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.

### 3.7

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 his or her status upon leaving the unit in terms of check-off or exemption unless the faculty member completes a new form with new instructions. Faculty members moving from the part-time to the full-time unit will retain the same status in terms of check-off for Union membership or agency fee as was the case in the part-time unit unless the faculty member completes a new form with new instructions.

### 3.8 (NEW SECTION)

**The University is willing to withdraw its proposed language below and instead have representatives of the parties meet away from the table to resolve issues surrounding the mechanics of creating and consulting on the membership dues list and then reduce their agreements to writing in a Memo of Understanding, provided that such MOU include the following language:**

*However, in no event shall the University be liable to the Union for payment of any past dues or agency fees that were not properly deducted from a unit member's pay check.*

**~~A list of faculty members for whom deductions have been taken, including name, deduction code, and the sum of the deducted amount will be remitted via email to the financial officer of the Union by the tenth (10th) working day of the month following the month in which the deductions were made. THIS LIST IS SEPARATE AND APART FROM THE LIST OF UNIT MEMBERS REQUIRED UNDER ARTICLE 9 OF THIS AGREEMENT.~~**

**~~Twice annually the Union shall provide the University with a dues and agency fee discrepancy report listing both missing deductions and incorrect deduction codes, if any. This listing shall be provided no later than the fifteenth (15th) of the month following the month in which the membership list is received by the Union.~~**

**~~The Union is free to report missing or incorrect deductions as they become known. In the event that a payroll deduction for an employee is processed incorrectly, the University will correct the error in the next pay period after being informed of the error by either the employee or the Union.~~**

**~~The University shall review the dues discrepancy report and make all appropriate adjustments to payroll deductions in the next available pay period. It shall provide an explanation to the Union for any adjustments not made.~~**

~~However, in no event shall the University be liable to the Union for payment of any past dues or agency fees that were not properly deducted from a unit member's pay check.~~

~~Any credit due the University as a result of the above will be deducted from the next remittance of dues to the Union.~~

## ARTICLE 11 - RELEASE TIME FOR UNION ACTIVITIES

### 11.1

~~Each Academic year, the~~ The University shall provide the Union with a pool equivalent to a teaching load of seven (7) courses not to exceed a total of twenty-one (21) credit hours of release time, or its equivalent for non-teaching faculty, ~~each academic year~~. Such release time may be used for the purposes of conducting Union business, including but not limited to contract administration, grievances, and participation in the governance of its state and national affiliates.

~~The Union shall notify the University contract administrator and the Dean's office, with a copy to the Provost's office~~ **University Contract Administrator, of the particular faculty members who shall receive release time.** The particulars of any course release, or equivalent, shall be coordinated with and approved by the Dean, who shall not act arbitrarily or capriciously in exercising his or her discretion.

~~Such notice shall be provided as far in advance as possible to permit adequate coverage of assignments but no later than January 15th for the release time in the following Fall and Spring semester.~~

### 11.2

~~During the semester preceding the expiration of the collective bargaining Agreement, the University shall provide an additional pool of up to six (6) courses not to exceed eighteen (18) credits, or its equivalent for distribution to members of the Union negotiating committee for preparation for and attendance at negotiations.~~

~~The Union shall notify the Dean's office, with a copy to the University Contract Administrator~~ **Provost's office, of the particular faculty members who shall receive release time.** The particulars of any course release, or equivalent, shall be coordinated with and approved by the Dean, who shall not act arbitrarily or capriciously in exercising his or her discretion.

~~Such notice shall be provided as far in advance as possible to permit adequate coverage of assignments but no later than March 1~~ ~~January 15th~~ **for the release time in the following Fall and Spring semester**

### 11.3.a.

The Union may also purchase up to an additional five (5) courses not to exceed fifteen (15) credits of release time, or its equivalent for research, extension, library or clinical faculty each academic year.

Such release time will be purchased at the rate of \$1800 per credit for the first year of the contract; \$1850 for the second year of the contract and \$1900 for the third year of the contract. The Union will notify the University's Contract Administrator by January 15<sup>th</sup> as to whether and how many course releases are being purchased for the following Fall and Spring semesters **under the terms of Section 1 of this article.**

11.3.b.

~~However, i~~**In the year preceding negotiations for a successor agreement, the Union can notify the University's Contract Administrator under the terms of Section 11.2 of this Article by March 1 as to whether and how many course releases are being purchased for the following Fall and Spring semesters.**

### **11.3 4**

Generally, a unit member may receive only one such course release, or its equivalent, for any non-teaching unit member, per semester. However, up to two UA members may receive up to two (2) course releases, or its equivalent for any non-teaching unit member, each semester.

### **11.4**

~~The Union shall notify the Dean's office, with a copy to the Provost's office, of the particular faculty members who shall receive release time. Such notice shall be provided as far in advance as possible to permit adequate coverage of assignments but no later than January 15th for the release time in the following Fall and Spring semester. The particulars of any course release, or equivalent, shall be coordinated with and approved by the Dean, who shall not act arbitrarily or capriciously in exercising his or her discretion.~~

### **11.5**

~~During the semester preceding the expiration of the collective bargaining Agreement, the University shall provide an additional pool of up to six (6) courses not to exceed eighteen (18) credits, or its equivalent for distribution to members of the Union negotiating committee for preparation for and attendance at negotiations under the same procedures and terms as delineated in Sections 3 and 4 of this Article.~~

### **11.6 5**

If a unit member to be released for Union business is a Research faculty member or other unit member with no teaching responsibilities, a Union representative and the Dean or designee shall meet and discuss how such release will be handled and what an "equivalent" reduction should be.

## **ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **12.1**

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 com-

plaints to their supervisors informally and to have such complaints considered in good faith with or without the intervention of the Union, provided that settlements arising out of such interaction shall not be inconsistent with the terms of this Agreement, unless the Union and Provost have approved the exception in writing.

If an issue cannot be resolved through informal discussion, the procedures presented below shall be instituted. ~~These procedures shall be followed for any allegations involving violations of the contract or any memorandum of understanding (MOU).~~

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.

For the purposes of this Article, a “grievance” shall be defined as allegation, filed by a faculty member, a group of faculty members, or the Union, that there has been violation, misinterpretation or misapplication of a specific provision of this Agreement. **Effective upon ratification of this Agreement, the definition of a grievance shall also include any allegation that that there has been a violation, misinterpretation or misapplication of any formal Memorandum of Understanding (MOU) executed between the parties with regard to an agreed upon interpretation or modification of the Agreement or with regard to a settlement of a grievance affecting a particular faculty member or members. It does not include separation or severance agreements between the University and any particular faculty member who is no longer employed by the University as a bargaining unit member. (This shall not include formal settlements limited to resolving a filed grievance or an MOU that provides contract exceptions for or on behalf of one or more unit members.)** This Article shall provide the exclusive means and procedures by which any of the parties identified in this section 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); and
- c. the remedy sought by the grievant.

### 12.3

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 right. Neither the grievant or the Union nor the University may have legal counsel present at any grievance step prior to the Labor Board step, unless otherwise mutually agreed. At the Labor Board the grievant or Union as well as the University may be represented by legal counsel.

### 12.4

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.

In addition, when the time period under this Article ends during the Thanksgiving break it shall be due no later than the following Wednesday; when the time period ends on or between December 23 - January 2 then the time period shall be extended for two days after January 2.

The counting of days under the time limitations cited below shall commence the day after the filing of the grievance or the appropriate response at each step. 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 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 in writing 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 (2) days of such filing and shall send a copy of the grievance to United Academics within five (5) days.

#### **12.5**

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

#### **12.6**

If the grievance involves allegations that the University has discriminated on the basis of race, creed, color, sex, gender identity or expression, age, disability, religion, ethnicity or 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 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 an investigation by AAEO of the factual issues surrounding the grievance. The investigation by AAEO will be limited to findings of fact, and, absent extenuating circumstances, will be completed within thirty (30) days of AAEO's receipt of the grievance. In cases where the Union has filed a grievance on behalf of an individual faculty member or members, the Union shall have the right to be present at any interview of such faculty member or members during the investigation by AAEO.

Upon completion of the investigation, AAEO will send a report to the initial recipient of the grievance, the grievant, the University through its Contract Administrator and the Union. Upon receipt of the AAEO report, the initial recipient will schedule the appropriate grievance meeting as provided herein.

#### **12.7**

A faculty member whom a grievance names as having committed a discriminatory act does not have the right to file a grievance under this Article unless the University imposes some form of discipline against such faculty member, in which case the faculty member may file a grievance regarding the University imposition of discipline in accordance with Article 13 of this Agreement.

## 12.8

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 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.

Within ten (10) days of receipt of the grievance, the Chair will hold a meeting with the grievant and the Union representative. In cases where the Union has filed the grievance, the meeting shall include the particular faculty member or members are named in the grievance and a Union representative. If such faculty member is unable to attend the meeting the Union may designate a second Union representative to be present at the meeting. In cases where no individual faculty member is named in the grievance, and the Union is acting as the grievant, then the Union may designate two (2) representatives to the meeting. For all meetings, the parties shall inform each other at least 24 hours in advance of the meeting as to those who will be participating in the meeting. 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. In cases where the Union has filed the grievance, the meeting shall include the particular faculty member or members are named in the grievance and a Union representative. If such faculty member is unable to attend the meeting the Union may designate a second Union representative to be present at the meeting.

In cases where no individual faculty member is named in the grievance, and the Union is acting as the grievant, then the Union may designate two (2) representatives to the meeting.

For all meetings, the parties shall inform each other at least 24 hours in advance of the meeting as to those who will be participating in the meeting. 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 will 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.

In cases where the Union has filed the grievance, the meeting shall include the particular faculty member or members are named in the grievance and a Union representative. If such faculty member is unable to attend the meeting the Union may designate a second Union representative to be present at the meeting. In cases where no individual faculty member is named in the grievance, and the Union is acting as the grievant, then the Union may designate two (2) representatives to the meeting. For all meetings, the parties shall inform each other at least 24 hours in advance as to the meeting of those who will be participating in the 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 involving the non-reappointment of a faculty member for performance, or the denial of promotion or tenure, the denial of sabbatical leave or a claimed violation of academic freedom, the Provost will, prior to conducting the Step Three meeting, first refer the case to a hearing panel for its recommendation on the grievance.

The hearing 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 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 those selections.

The panel will be jointly convened by the University Contract Administrator and Union Grievance Officer within ten (10) days of the appointment of the three panel members. At this initial meeting, the 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 involved in the decision giving rise to the grievance. The panel shall state its opinion as to whether or not the Collective Bargaining Agreement has been violated in view of the bases for grievances set forth in Section 2 of this Article 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 days of the convening of the panel.

A copy of the panel's recommendation shall be supplied to the faculty members named in the grievance, 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 staff member present at such meeting. Members of the hearing panel may also attend and participate in 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"). At this stage, the VLRB will process the matter in accordance with the State Employees Labor Relations Act and associated rules and regulations. 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.

#### **12.9**

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 respond to a grievance within the time limitations set forth shall allow the grievance to proceed 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.

#### **12.10**

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 departments 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.

#### **12.11**

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.

#### **12.12**

This procedure shall be followed for all grievances except for those involving termination as defined in Article 13, Discipline and Sanctions. In the case of a grievance regarding termination, the grievance procedure shall commence with Step Three with the initial grievance filing being made

no later than fifteen (15) days of the effective termination date.

### **12.13**

At no step in the Grievance Procedure shall a settlement be reached that is inconsistent with the provisions of this Agreement, unless the Provost or his/her designee and United Academics concur in writing. Any resolution of a grievance must be memorialized by a written document signed and dated by the Union representative and the University step respondent specifying the nature of the resolution, a copy of which must be sent to the Union president and the University Contract Administrator. The withdrawal of a grievance by the Union or a faculty member must be communicated in writing to the University Contract Administrator. The withdrawal of a grievance prior to Step Four shall have the same effect with respect to precedent as if no grievance had been filed at all.

## **Article 14**

### **Faculty reports for those on sabbatical: Article 14.3 (d)**

**d.** Annual reviews shall include a formal meeting between the evaluator and the faculty member at least every other year, except for probationary faculty for whom annual meetings are required. However, either party may request a meeting in any given year. Faculty who are on Sabbatical, or Professional Development Leave **or any leave, paid or unpaid**, during any Spring semester will **submit a report of annual activities** ~~follow the review process as outlined in Article 22 of this Agreement.~~ The evaluator's final assessment must be made in writing and will be placed in the faculty member's Academic Record File, with a copy provided to the faculty member by May 15. A faculty member has the right to rebut his or her evaluator's assessment not later than ninety (90) days following the issue of the evaluator's written evaluation, and any such rebuttal shall be placed in the faculty member's Academic Record File.

***NOTE: WITH THIS CHANGE ABOVE, ARTICLE 22.1 (f) REGARDING THE MID – SABBATICAL REPORT WILL BE DELETED.***

### **RPT process: Article 14.5 (f) (iii)**

**Add: "Nothing shall preclude the Dean from discussing the candidate's record with the faculty member herself/himself prior to her/his decision but the Dean shall be under no obligation to do so."**

### **Lecturer appointments: Article 14.9 (b)**

A Lecturer will initially be appointed for a term of one year and may be appointed in the University's sole discretion for an additional term of one year. **However, in the Dean's discretion, a Lecturer may be appointed for an initial term of two (2) years.**

### **Research faculty length of appointments: Article 14.10 (e) (i)**

**14.10(e)(i) [research appointments].**

“If the grant/contract funding is guaranteed for ~~two or three years~~, **more than one year**, the principal investigator, regardless of rank, shall receive a contract of the same length.”

**Bridging Support. Article 14.10.(e) (ii).**

1. In cases where external funding ~~has been terminated~~ **will terminate**, bridge funding for the compensation (salary and/or benefits) of the Research faculty member by the University of up to nine (9) months ~~of compensation may~~ **will** be available for the Research faculty members **as described below**. ~~who has served six (6) or more consecutive years at the University in a Research position and has, in the judgment of the Dean, a history of satisfactory review.~~

If a research faculty member with more than six (6) consecutive years of service with the University in a research capacity has met the criteria below, he or she shall then be entitled to up to nine (9) months of health insurance continuation with the same premium contributions as would apply to other faculty members. In other instances, the ~~Provost~~ **Dean** shall review these criteria and shall decide in his or her discretion whether or not to offer bridge funding, and if so, to what extent.

~~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 equivalent.~~

**2. In all cases, the Dean shall decide in his or her discretion whether or not to approve bridge funding, and if so, to what extent.**

**3. A research faculty member who has served six (6) or more consecutive years at the University as a research faculty member and who has made demonstrable progress towards the attainment of new grant funding, or is named as an expected member of a proposed grant team, and believes he/she meets the criteria in section 3. 7 below may request bridge funding.**

4. As soon as is practical after it is known that bridge funding would be needed, and before expiration of the faculty member’s funding, the Research faculty member shall meet with the Department Chair and Dean or Dean’s designee to determine what continuing or alternative duties **that could be performed during a bridge period** would best serve the University.

**5. Requests shall be submitted to the Dean’s Office (or equivalent) no later than sixty (60) days prior to the expiration of the grant funding. The faculty member’s request should take the form of a brief written narrative to the Dean that addresses each of the following:**

- a. A discussion of the circumstances which have led to the need for bridging support;
- b. A description of the researcher’s proposed program of research for the next two (2) years;
- c. A statement of the amount of time for which bridge funding will be needed;

- d. The extent of the bridge funding requested;
- e. A description of the researcher's role in acquiring and implementing grants received over the last six (6) years (title of project, sponsor, amount, duration);
- f. A list of pending internal/external proposals submitted by the faculty member or other researcher that names the researcher as an expected member of a proposed grant team (present title of project, sponsor, amount, duration, anticipated decision date);
- g. A description of the work the researcher intend to undertake during the period for which bridging support is requested;
- h. A statement of support from the Chair or equivalent of the employing unit (for the research appointment) that includes the relationship between the researcher's proposed research directions, the priorities of the ~~unit~~ **department, college/school and/or University and that addresses** the commitment of the employing unit to the continued employment of the applicant if external resources are made available.

**6. In the event of an unexpected withdrawal or termination of grant funding the research faculty member should submit his/her request as soon as possible.**

**7. The following criteria shall be considered by the Dean in evaluating bridging support requests:**

- a. The quality and significance of the researcher's work;
- b. **The researcher's history of evaluations;**
- c. The researcher's past experience in obtaining external support for his or her work;
- d. The researcher's potential for obtaining such support in the future;
- e. Evidence that the applicant has submitted a grant application for which a funding decision is expected within nine (9) months by an external agency or is named on a pending grant application;
- f. Evidence that the researcher's work is in keeping with unit and institutional priorities and

**8. Notification of funding decisions will be made within four (4) weeks of the receipt of the request in the Dean's office. Bridging support may be approved to replace all or a portion of the faculty member's expired external funding. The salary bridge may be partial, i.e. less than 1.0 FTE, or full, i.e. 1.0 FTE. The length of the bridging period may be extended at any time at the discretion of the Dean. The faculty member's workload assignment will be modified by the Chair or equivalent so as to be consistent with the funding source. Such bridging shall cease when external funding is secured or the period of the bridge funding expires, whichever occurs first. Should external funding not be secured by the faculty member by the expiration of the bridge period, the portion of the appointment financed by the bridge funding will be terminated.**

9. Research faculty holding joint research and instructional appointments may apply for bridging support for the research appointment.

~~Such bridging shall cease when external funding is secured or the period of the bridge funding expires. The Provost or the Dean providing funds for the bridge period may amend the faculty member's workload Agreement to be consistent with the funding source. Should external~~

funding not be secured by the faculty member by the expiration of the bridge period, the portion of the appointment financed by the expired grant will be terminated.

Application process: Applicants for bridging support should submit a brief proposal narrative to the Dean that includes the following:

- A discussion of the circumstances which have led to the need for bridging support;
- A description of the work the researcher intends to undertake during the period for which bridging support is requested;
- A description of the researcher’s proposed program of research for the next two (2) years;
- A statement of the amount of time for which bridge funding will be needed; and,
- The extent of the bridging support requested.

In addition, the researcher should include the following:

- A description of the researcher’s role in acquiring and implementing grants received over the last six (6) years (title of project, sponsor, amount, duration);
- A list of pending internal/external proposals submitted by the faculty member or other researcher (present title of project, sponsor, amount, duration, anticipated decision date); and,
- A statement of support from the Chair or equivalent of the employing unit (for the research appointment) that includes the relationship between the researcher’s proposed research directions and the priorities of the unit and the commitment of the employing unit to the continued employment of the applicant if external resources are made available.

The Dean will forward the application packet to the Provost’s office together with a written statement of the faculty member’s history of evaluations and his/her recommendation regarding the bridge funding application.

Applications for a bridge shall be submitted to the Dean’s office prior to the expiration of that portion of the appointment financed by the expiring grant. Notification of funding decisions will be made within six (6) weeks of the receipt of the application in the Provost’s Office.

**Sabbaticals**

A sabbatical proposal of high quality shall:

- i. Articulate a clear statement of purpose **and specify the anticipated outcomes (for examples, grant proposals, books, publications, creative works, PROFESSIONAL DEVELOPMENT, etc);**

\*\*\*\*\*

A faculty member may also request deferral of up to two (2) years of an approved sabbatical. Such request shall be made in writing to the faculty member’s **DEPARTMENT CHAIR/Dean**/Director after the sabbatical itself has been approved by the Provost. If such request is accompanied by a positive recommendation from the Dean/Director, **THE PROVOST WILL**

**DECIDE WHETHER TO GRANT THE DEFERRAL.** The Provost will normally approve such requests, when, in his or her judgment, they are based on legitimate professional, family or health reasons. ~~and the faculty member~~ **FOR APPROVED DEFFERAL REQUESTS SUBMITTED AT LEAST 6 MONTHS PRIOR TO THE START DATE OF THE APPROVED SABBATICAL, THE TIME DEFERRED WILL COUNT TOWARDS THE FACULTY MEMBER'S NEXT SABBATICAL APPLICATION.** ~~the Provost will decide first whether to grant the deferral and, second, whether the time deferred will count towards eligibility for the next sabbatical application.~~

*[NOTE: similar language to coves professional development leaves as well]*

## Article 16

### Department workload:

#### Article 16.2

16.2

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 **and type** 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.

**“If a Dean plans to make weighting changes to the typical percentage of effort allocations in a department or unit as part of an overall department or unit workload review, the department or unit faculty must be consulted. Such changes must be finalized by the end of the Fall semester prior to the academic year in which the changes will take effect. The Union will be notified as soon as the changes are finalized.”**

### On-line courses

#### Article 16.15

**“Assignment of on-line courses to faculty member shall be consistent with department or unit guidelines developed under Article 16.15 and with consideration of the factors delineated in Article 16.2.”**

### Extension faculty

Redefine “typical duties” under 16.6: Changes in bold

Typical duties **may** include but are not limited to **some combination of the following**: preparing **research-based** course materials, publications, newsletters, articles, radio, computer and television programs; facilitating groups and workshops; addressing requests of individuals for advice and information; communicating with other professional groups and advisors; **and applying for external funding.**

### Research faculty

16.5: delete “scholarly and research work” and replace with “**scholarship and research**”

### Student evaluation forms

16.9 Faculty are required to ~~administer~~ **provide students with** a department or other approved ~~student teaching~~ evaluation ~~of teaching~~ form in their courses.

### Sabbaticals and workload

16.13

In cases where a faculty member receives a one semester sabbatical ~~if the faculty member~~ and also receives a significantly greater workload in the **alternate** semester to the sabbatical semester, he/she shall receive a corresponding adjustment in the subsequent academic year. For purposes of this section, the fact that a faculty member who normally teaches five course **equivalents** a year is assigned to three course **equivalents** in the **alternate** semester shall not be deemed a “significantly greater workload.”

**However, faculty assigned to teach more than half of their yearly teaching load in the semester alternate to their sabbatical semester shall, at the time of their next sabbatical, be required to teach only the number of course equivalents to the remainder of a full time teaching load during the alternate semester.**

### 16.20 (new section)

**Effective with courses offered for the Fall of 2015, and in order to allow students to make more informed choices on course selection, all faculty members are expected to develop and post Expanded Section Descriptions for courses that they will be teaching. Such ESDs may provide a more in depth description of courses than that listed in the University Catalog. They should be available no less than two weeks prior to the start of the advising period. This provision shall also apply for courses taught for supplemental or additional compensation.**

### 16.21 (new section)

**Effective with courses that will be offered in the Spring 2015, and in order to allow students to make more informed choices on courses before the Add-Drop period, all faculty members will be required to make syllabi available to students for courses no later than the first day of classes. This provision shall also apply for course taught for supplemental compensation.**

## Salary- Article 18

- FY 15                    **2.25%** salary pool to be distributed across the board (**retro**)
- FY 16 (7-1-15):        **2.75%** salary pool to be split 50/50 between performance and ATB
- FY 17 (7-1-16):        **2.0%**    ATB  
                              **2.0%**    to be distributed based on performance

**ATB for all years will be distributed ½ by percentage and ½ flat dollar amount based on the Article 18.3(b) performance increase approach, and proportionate to FTE**

### Article 18.13.c

Any non-tenure track faculty member with 10 years or more service in a bargaining unit position (out of the last 12 years) and having successfully been promoted to the rank of Sr. lecturer or to the ranks of non-tenure track associate or full professor who is not reappointed for reasons other than performance shall receive severance pay equivalent to **50% of his or her annual salary** at the time of his/her departure from the bargaining unit position. This provision will not apply to any faculty member who is supported by non-General Fund money.

### **Pro-rated if partial General Fund**

### Promotions:

#### For promotions effective in FY 16:

- Increase Instructor to Assistant Professor:    **\$2000**  
**Increase Assistant to Associate Professor: 9% of base salary**  
**Increase Lecturer to Senior Lecturer:        9% of base salary or \$5000 whichever is higher**  
**Research Associate to Research Asst Professor: 9% of base salary**  
Increase Associate to Full Professor:            **10% of base salary**

### Rank Minima:

Increase minima for FY 15, FY 16 and FY 17 by the negotiated salary pool

### Article 19.6.c.

.....Faculty who are requested and agree to participate in these voluntary functions or activities will be compensated at the rate of ~~\$215~~ **\$250** or at the rate of ~~\$125~~ **\$150** for a period of 3 hours or less.....

**Article 19.3.c.i:** Supplemental compensation at rate of \$2000 per credit for the life of the contract effective January 1, 2015.

**Article 19.3.c.ii:** Comp for independent studies. Union language ok assuming it does not constitute a change from current practice.

## **Article 20**

### **GROUP D concessions**

*Effective upon ratification, (except for LTD provision), Group D faculty members will be treated the same as Group A, B and C faculty members for health and dental insurance premium contributions and for tuition remission purposes.*

*The particular CBA changes to be made as a result of this concession are as follows:*

#### **Article 20.1. a. vii. (page 90)**

i. Waiver of Medical Insurance Coverage. Eligible faculty members in Benefit Groups A, B, C, or D may elect to waive medical insurance coverage for self and dependents upon certification to Human Resource Services of coverage available to him/her under a non-University group medical insurance plan. The University offers an annual taxable \$1000 payment to such faculty with two-person or family coverage who is able to provide such certification. This option is not available to faculty members ~~in Benefit Group D or to those~~ whose spouse or civil union partner is also employed by, or retired from, the University and eligible for University benefits or to faculty members who are retired from the University with post-retirement benefits. Further, it is not available to faculty members who waive coverage for any eligible dependents but not themselves.

#### **Article 20.1. x. b. (page 92)**

##### 1. Pre-65 Retirement Medical Insurance

A faculty member whose qualifying years for retirement have been in Benefit Groups A, B, C or D may retire from the University prior to age 65 (Medicare eligibility), and ~~may~~ elect to receive medical insurance coverage through the same plan offered to active bargaining unit members ....

#### **Article 20.1. x. (page 93)**

~~— c. Faculty retirees whose qualifying years of retirement have included one or more years of service in Benefit Group D, and their qualified dependents, shall pay a percentage of premium costs equal to one (1.0) minus his/her average FTE for qualifying years of service in addition to the premium cost described above.~~

**Article 20.2. (page 93)**

- a. Effective for those who retire prior to July 1, 2014 a faculty member retiring at or after age 65 whose qualifying years for retirement have been in benefit Group A, B, ~~or C~~, **or D** and electing the Medicare Supplement Plan shall pay 20% of the full premium cost for such a plan and the University will pay 80% of the plan cost. Medicare pays its benefits first, and unpaid balances are covered up to the limits of the Medicare Supplement Plan.
- ~~b. A faculty member retiring at or after age 65 whose qualifying years for retirement have included one or more years in Benefit Group D and who elects the Medicare Supplement Plan shall pay a percentage of premium costs equal to one (1.0) minus his/her average FTE for the qualifying years of service in addition to the premium cost described in the prior paragraph.~~
- c. For those who are 65 by June 30, 2014 but retire after June 30, 2014, such a faculty member retiring at or after age 65 whose qualifying years for retirement have been in Benefit Group A, B, ~~or C~~, **or D** and who elects the Medicare Supplement Plan shall pay the premium contributions in accordance with Table 1 in Section b (1) (a) ii on the prior page

**Article 20.2b. (page 95)**

**b. Dental Insurance**

**i. Effective Coverage Date.** Faculty members in Benefits Group A, B, C **or D** are eligible for dental insurance coverage following expiration of a six-month waiting period that commences at the time of initial appointment. ~~It is offered to faculty members in Benefits Group D twenty four (24) months after the time of initial appointment.~~ To obtain coverage, a faculty member must file an enrollment application within twenty (20) days of initial eligibility. Failure to file an enrollment application within this time period shall result in deferral of the dental insurance coverage opportunity until the next Open Enrollment.  
*(clarification: this doesn't change)*

**Article 20.2b. iii (page 95)**

**(b) Retirement.** Faculty retirees whose qualifying years for retirement have been in Benefit Groups A, B, ~~or C~~, **or D** and their qualified dependents are eligible for dental insurance plan participation on the same coverage basis as active employees, provided that effective for those who retire July 1, 2006 or after, the retiree shall pay 10% of the full premium costs of coverage under the base dental plan and the University will pay 90% of the premium cost of the base dental plan.

~~Faculty retirees whose qualifying years for retirement have included one or more years of service in Benefit Group D, and their qualified dependents, shall pay a percentage of premium costs equal to one (1.0) minus his/her average FTE for the qualifying years of service in addition to the base dental plan premium costs described in the prior paragraph.~~

**Article 20.1 (d) Long-term Disability Insurance (p. 96)**

**LTD for category D to be added effective 1/1/2016**

**Tuition Remission: Article 20.5 (page 103-104)**

**a. For Faculty.** Tuition remission benefits are available to eligible faculty members when they register for credit-bearing courses through the University's registration process. Faculty members in Benefit Groups A, B, ~~and C,~~ **and D** may take up to fifteen (15) credits of course work or thesis research per year (beginning September 1 and ending August 31), tuition free. ~~Faculty members in Benefit Group D may take up to nine (9) credits in one year (beginning September 1 and ending August 31), tuition free.~~ While the University places no restriction on the courses taken, the IRS has ruled that tuition remission for certain courses taken toward a graduate degree may be taxable.

• \* \* \* \* \*

**Tuition Remission: Article 20.5 (p. 104):**

A faculty member who receives long-term disability benefits after four (4) years of continuous employment at the University remains eligible for tuition remission benefits under the terms otherwise described in this Article. Course work begun under tuition remission during active employment may be completed after a faculty member becomes inactive. ~~(e.g., on unpaid leave or terminated), provided that the separation occurs after the end of the semester add/drop period.~~

**b. For Spouses or Civil Union Partners and Dependent Children.**

Once a faculty member in Benefit Group A, B, ~~or C,~~ **or D** has completed one (1) academic year appointment, a spouse or civil union partner of a faculty member may audit University courses without tuition charge on the same basis that the faculty may take courses for credit, **except that the University will not pay the comprehensive fee and summer session registration fees associated with courses taken by eligible spouses, civil union partners, or dependent children that qualify for tuition remission.**

Surviving Spouses or Civil Union Partners. If a faculty member in Benefit Group A, B, ~~or C,~~ **or D** dies, the surviving spouse or civil union partner will be granted tuition remission at UVM for all courses taken for credit. There is no restriction on the number of courses taken or the degree pursued; however, tuition remission for courses applied toward a graduate degree may be considered taxable income by the IRS. Remarriage renders the surviving spouse or civil union partner of the deceased faculty member ineligible for this benefit.

Dependent Children. Once a faculty member in Benefit Group A, B, or C, **or D** has completed one academic year appointment, a dependent child of the faculty member may be eligible to receive tuition remission. To qualify, the dependent must be

- (1) a full-time student matriculated toward an undergraduate degree at the University of Vermont or one of the Vermont State Colleges ("VSC");
- (2) unless modified for certified health or disability accommodation reasons, enrolled for at least twelve (12) credit hours each semester unless, in the final semester, less than twelve (12) credits are needed

to graduate;

- (3) a “qualifying child” as defined by the IRS and
- (4) less than 21 years of age when first commencing an undergraduate degree program, provided that this age limit will be extended by the number of years of any active military service. In addition, a dependent shall become ineligible for tuition remission 1) during a semester as to which tuition is due once he or she reaches the age of ~~24~~ **26** (subject to the extension of eligibility associated with active military service); 2) the dependent fails to complete the degree program within ~~five (5) consecutive academic years~~ **seven (7) consecutive academic years and 150 attempted and/or paid credit hours**; and/or,3) as to prospective enrollment, the appointment of the faculty member terminates before a semester drop/add period ends.

### **Article 20.6. b. (page 107): Medical leave**

#### **c. Medical Leave.**

- i.** Faculty in Benefit Groups A or B, **or C, or D** who have been employed for one (1) year or more may be granted as much as six (6) months of medical leave with full pay **pro-rated by the contracted FTE** within any rolling twelve- month period. ~~Faculty in Benefit Groups C or D who have been employed for one (1) year or more may be granted a pro-rated amount based on their FTE.~~
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### **Article 20.3a:** Retirement contribution on independent studies:

10% retirement contributions to be applied to approved independent studies

Language to read:

A tenured faculty member, or other faculty members on academic year appointments (nine- or ten-months) who have received notice of reappointment may be eligible for continued University contributions to his/her retirement plan for additional work involving research or instruction in credit bearing courses **and approved independent studies** performed for the University during the summer. Eligible for the University’s continued 10% contribution **is any** credit bearing activity during the summer and salary compensation for any amount of extramurally funded research during the summer. **This shall include pro-rata contributions for faculty team teaching a course.** The faculty member must also continue their contributions to the retirement plan during this period to be eligible.

## **Article 21 Professional Development Fund**

University would propose modifying the professional development fund by increasing the per head pooled amount from current \$1250 **to \$1350 in year two and \$1500 in year three.**

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## **Appendix B**

### **Benefits**

Premium contribution percentages for faculty will increase **20%** for FY 15 (**36% cap**)

(See revised Appendix B below)

**Appendix B**

**Employee Premium Contribution Percentages**

<u>Current contribution</u>		20% increase effective 1 <sup>st</sup> payroll Period after Ratification but No later than Jan 1. 2015	<u>7-1-15</u>	<u>7-1-16</u>
Under \$15,000	4%	4.8%	4.8	4.8
\$15,001-20,000	6	7.2	7.2	7.2
\$20,001-30,000	8	9.6	9.6	9.6
\$30,001-40,000	10	12	12	12
\$40,001-50,000	12	14.4	14.4	14.4
\$50,001-60,000	14	16.8	16.8	16.8
\$60,001-70,000	16	19.2	19.2	19.2
\$70,001-80,000	18	21.6	21.6	21.6
\$80,001-90,000	20	24	24	24
\$90,000-100,000	22	26.4	26.4	26.4
\$100,001-110,000	24	28.8	28.8	28.8
\$110,001-120,000	26	31.2	31.2	31.2
\$120,001-130,000	27	32.4	32.4	32.4
\$130,001-140,000	28	33.6	33.6	33.6
\$140,001-150,000	29	34.8	34.8	34.9
\$150,001-160,000	32	36	36	36
\$160,001-169,999	33	36	36	36
\$170,000-179,999	34	36	36	36
\$180,000-189,999	35	36	36	36
>\$190,000	36	36	36	36

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**Provided, however, that any faculty member who ordinarily would be moving to the next salary band as a result of the negotiated increase for FY 15 will stay in his/her FY 14 salary band for FY 15 only. However, any such faculty member will move to his/her appropriate salary band in FY 16**

**Appendix D (Retirement Health Reimbursement Plan)**

**Increase amount for faculty hired on or after July 1, 2012 to \$1400 effective July 1, 2015**

**Increase amount for faculty hired on or after July 1, 2012 to \$1550 effective July 1, 2016**