

Full changes in UA Tentative Agreement

Tentative Agreement

October 3rd, 2022

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 including Lecturers in the Division of Continuing and Distance Education (CDE) employed by the University of Vermont. Also included in the unit are all Extension faculty, Clinical faculty, Library faculty, and Research faculty who hold at least a 0.25 but less than a 0.75 FTE appointment, and part-time faculty emeriti/ae. 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 Status – Lecturers

Bargaining Unit Entry - Lecturers enter the bargaining unit ~~and Home Department at the beginning of their second semester or summer of teaching or team teaching a three-credit hour or more course for a department or school, provided the Lecturer already taught or co-taught a minimum of one (1) three-credit or more course during a Fall or Spring semester offered or approved by that same department or school within a three-year period. Any credits taught or co-taught in credit-bearing courses prior to the Lecturer entering the bargaining unit, including 1-credit and 2-credit courses, will be counted in determining eligibility for promotion, PDF use, tuition remission, and teaching award eligibility.~~

Bargaining Unit Exit- Lecturers leave the bargaining unit following any complete September to August period in which they have not taught or co-taught at least one (1) three-credit course assigned or approved by the Home Department. (*e.g.* If someone teaches in the Fall of 2018, he or she stays in the unit and Home Department until August 31, 2020 even if he or she has not taught one (1) three-credit course during that period.)

Bargaining Unit Re-entry - A Lecturer immediately re-enters the bargaining unit and former Home Department if he or she has an assignment in the Home Department, or is approved by the Home Department chair, to teach **or co-teach** one (1) three-credit **or more** course within twelve months of the August 31 exit date, *i.e.* the September to August period immediately following the Lecturer's exit from the unit. There is no need to re-qualify, as would be the case for initial entry. The Lecturer's previous rank, prior instructional credits towards promotion and seniority is retained in this situation.

Entry into and continuation of bargaining unit membership shall not be affected by transition or uncertainties in their Home Department assignment.

In addition, the Lecturer who is re-entering the unit and former Home Department will receive his/her prior rate of pay or be brought up to the minima for his/her rank, whichever is higher.

Note: When a new Home Department is established for the Lecturer he/she will retain his/her previous rank, prior instructional credits towards promotion and seniority. His/her salary will be set per the provisions of Article 18.

Bargaining Unit Status – Non-Lecturers

Clinical, Extension, Research or Library faculty members on 9, 10 or 12 month appointments who have an FTE of at least 0.25 but less than 0.75 are included in the unit.

Research, Clinical, Extension and Library faculty shall lose their bargaining unit status as soon as **their appointment ends**. **Research, Clinical, Extension, Library and Emeriti faculty immediately re-enter the bargaining unit when their next eligible appointment period begins.**

UVM emeriti/ae faculty hired on 9, 10 or 12 month appointments who are hired to perform duties similar to a PT Clinical, Extension, Library or Research faculty member are included in the unit.

UVM emeriti/ae faculty hired to teach any credit bearing course during the Fall or Spring semester are included in the unit. Emeriti/ae faculty shall lose their bargaining unit status as soon as **their appointment ends**.

Excluded: Members of the full-time faculty bargaining unit; faculty who teach solely non-credit courses or solely independent studies; 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; **adjunct faculty who hold a joint appointment with and who are employed by an affiliated medical facility**, and all other confidential, supervisory and managerial employees. Also excluded are Graduate Teaching Assistants, Graduate Research Assistants, Graduate Assistants, Pre-Doctoral and Post-Doctoral 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 5

ANTI-DISCRIMINATION, DIVERSITY, AND INCLUSION

5.1. 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, genetic information, 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.

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

5.3. UVM is committed to providing a workplace that is free from unlawful discrimination and is accessible to all individuals in conformity with state and federal laws. It is the policy of the University of Vermont (UVM) to comply with all U.S. laws and regulations relating to the provision of equal access to those with disabilities, and to provide reasonable and effective accommodations that enable qualified employees with disabilities equal access to its programs, services, activities, and information and to fulfill the requirements of their employment.

5.4 United Academics and the University recognize the value of diversity, inclusion and anti-racism among the faculty covered by this collective bargaining agreement. They further agree that the Board of Trustees Statement on Diversity (revised and adopted by the Board of Trustees: May 16, 2015) is incorporated by reference to this Agreement. All members of the bargaining unit shall familiarize themselves with this statement.

They mutually agree, therefore, to the following during the term of this Agreement:

a. Part Time faculty members who participate in required diversity trainings will be compensated in accordance with Article 16.

b. Members of the part time bargaining unit shall be eligible to participate in campus-wide committees that support and monitor recruitment and retention of faculty of color and faculty of other identities that have historically been underrepresented within academic institutions, and initiatives related to faculty diversity training, campus climate, mentoring, and other professional development. Creation of and appointment to any such committee is at the discretion of the appropriate unit(s) of the University.

November 18, 2022

Tentative Agreement

Article 9.5

RIGHT TO INFORMATION

All other sections of the article- No Changes

- 9.5. ~~Within forty five (45) calendar days after the commencement of each semester,~~ **No later than October 15 in the fall semester and February 21 28 in the spring semester,** the University shall provide to the Union a list of all represented faculty members with current addresses and home phone numbers, if available in PeopleSoft, **and all other information required under the State Employees Labor Relations Act to satisfy the annual list of employees requirement (3 VSA 910),** indicating any new faculty members from the previous semester. **The unit list will also include the number of credits the faculty member is teaching and has taught during the prior 5 academic years and/or their FTE, which will be the basis for determining eligibility for other contract provisions. However, if the Administration or the faculty member believes there is an error, it will be the responsibility of the Administration to produce the appointment letters or other evidence that show the accurate teaching history. Any relevant deadlines will be automatically extended while the credit history discrepancy is being resolved.**

In these bargaining unit lists, the University shall also provide a list of all withdrawals from the unit and any other changes of faculty status, **and their current dues status. Additionally, the University will provide the Union with information regarding new employees who are added to the bargaining unit, consistent with the State Employees Labor Relations Act.**

Article 14

APPOINTMENTS AND ASSIGNMENTS

Note: For purposes of this Article only, the word “assignment” shall refer to the work for which a unit member receives compensation (a.k.a. workload). The word “appointment” shall refer to a unit member’s status while in the bargaining unit.

14.1. 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; web addresses for the location of the Agreement and for the Union; and bargaining unit status. The appointment letter shall also identify the Home Department that is primarily responsible for offering and/or approving the faculty member’s courses. The stated terms and conditions of the appointment become effective when the letters are returned to the University signed by the candidate.

Appointment letters issued by a College or School will provide contact information for the Department Chair, or Dean’s designee, in units without departments. It shall also include the date and location of new Faculty orientation in the Fall.

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~~ **within fourteen (14) of receipt** ~~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.

In all cases, the departments, schools, and Professional and Continuing Education (PACE) ~~Continuing and Distance Education (CDE)~~ reserve the right to first assign or to otherwise give preference in assignments to full-time faculty department chairs administrators, other non-faculty employees of the University, and adjunct faculty who hold a joint appointment with and who are employed by an affiliated medical facility prior to offering any courses to part-time faculty. In addition, departments and schools reserve the right to first assign or to otherwise give preference in assignments to Senior Lecturers and Lecturers who are covered by the recall rights provision of the full-time faculty Agreement 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.

14.2. **Appointments for Clinical, Extension, Library, Research and Emeritus Faculty**

Unit Faculty appointed as Clinical Educators I, II and III, Extension Assistant Professors, Extension Associate Professors, Extension Professors, Research Associates, Research Assistant Professors,

Research Associate Professors and Research Professors; Library Assistant Professor, Library Associate Professors and Library Professors and Emeritus Faculty members hired to perform clinical, extension, research or library work will be appointed for one or more years. Such appointments will be for terms of 9, 10, or 12 months. Emeritus/ae Faculty members who teach shall be limited in duration to a specific semester or academic year.

Appointments and reappointments for Research faculty and Emeritus Faculty members hired to perform research work 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 provided written notice is received by the faculty member at least thirty (30) days before the expiration of the funding. If such thirty (30) day notice is not given, the faculty member will receive pay for whatever notice has not been provided.

14.3. **Appointments for Lecturers**

A. Lecturers I, II and III will be appointed to a specific academic department, or where the department structure does not exist, to a specific school. Although Lecturers may hold appointments in more than one academic department or school, a single department (or school in those units without departments) will be deemed to be the Lecturer's primary Home Department. Secondary appointments to other departments will be limited to the semester in which the Lecturer is teaching.

Notwithstanding the other provisions of this Article, nothing shall preclude the department chair or dean/director, at ~~his or her~~ **their** sole discretion, from making an assignment to a Lecturer for a full academic year. For Lecturer IIs and IIIs (who are eligible for one-year appointments as set forth in ~~Article 14.1 above-subsection B below~~), a Home Department, with prior approval by the Dean, may make an assignment for two or more academic years. Each semester and summer, the relevant unit (academic department, colleges or schools or Continuing and Distance Education (CDE)) shall determine which courses need to be filled by part-time faculty and when such courses shall be offered. Such assignments shall be documented by a letter of appointment as outlined in Section 14.1 of this Article.

B. Annual Appointments (~~Note: Annual appointments under this section B will go into effect for the 2019-2020 academic year. Appointments for 2018-19 will be made under the provisions of the previous collective bargaining agreement.~~)

A bargaining unit Lecturer who has taught a total of 24 credits or more as a bargaining unit Lecturer within the last eight academic years at the University and has been a member of the bargaining unit for greater than two consecutive years shall be eligible for annual, academic year appointment and assignments. Taking the total number of credits taught in each of the previous two years in the home department, the new assignment would offer a minimum of whichever was the lower total from the previous two years, distributed between the Fall, Spring **and Summer** semesters similarly to the Lecturer's prior two years of service, or as mutually agreed. Assignments for secondary appointments outside of the home department will be made in consideration of the credits taught in the previous two years in that department(s).

In determining the minimum assignment under this section, the parties will not consider any year in which the faculty member had no teaching assignments but will consider the last two years in which the faculty member did have teaching assignments. A faculty member may discuss with the Chair or Dean's

designee not counting a semester in which there were unusual personal or family circumstances in determining the minimum assignment.

In calculating the “total number of credits taught” the parties shall:

- Not include credits that may have been taught when the Lecturer served as a full time Lecturer.
- Pro-rate co-taught credits to reflect the number of faculty members co-teaching the course, not to be less than 25% of the course credit per faculty member. For example, if two lecturers are co-teaching a course, then the credits for the course will be split in half between the two lecturers.

The University shall submit a list of those part-time faculty who are receiving annual appointments to the Union at least 45 days prior to the start of the Fall semester.

If the specific assignment for the Spring semester is not known at the time that the annual appointment letter is issued, the assignment for the Spring semester shall be provided at least 45 days prior to the beginning of the Spring semester.

C. Lecturers who have taught fewer than 24 credits at the University or who have spent less than two consecutive years in the bargaining unit shall ordinarily be hired through a single-semester appointment. At the Dean’s sole discretion, a Dean (or the Dean’s designee) may offer a one-year appointment to a Lecturer prior to the completion of 24 credits of teaching or before the completion of the Lecturer’s third year.

~~In all cases, the departments, schools, and CDE reserve the right to first assign or to otherwise give preference in assignments to full-time faculty, department chairs, administrators, other non-faculty employees of the University, and adjunct faculty who hold a joint appointment with and who are employed by an affiliated medical facility prior to offering any courses to part-time faculty. In addition, departments and schools reserve the right to first assign or to otherwise give preference in assignments to Senior Lecturers and Lecturers who are covered by the recall rights provision of the full-time faculty Agreement 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.~~

D. Assignment Consultation ~~Effective with the ratification of this Agreement, Teaching Availability Forms will no longer be required.~~

Department Chairpersons shall be responsible for the scheduling and assignment of all faculty under their direction, subject to the approval of the Dean. In units where there are no Chairpersons, the Dean or designee will be responsible for the scheduling and assignment of all faculty under his or her direction. If there is additional work assigned to the faculty member for a given semester over and above course assignments, such work expectations will be stated in writing.

For both annual and semester appointments, ~~such~~ **an assignment** consultation will normally take place prior to the release of the Schedule of Courses for the coming academic year or the semester in

question. Lecturers shall be given the opportunity to give input to the Department Chair on what courses s/he would like to teach and shall also indicate to their Department Chair or designee their availability to do so as to days of the week and times of the day. It will also include a discussion of enrollment caps for the courses that the faculty member may be assigned. In such discussions, the Lecturer may discuss with the Chair or designee his or her qualifications to teach courses offered by the department. The faculty member is free to present his or her preferences regarding work expectations and assignments.

E. Assignments

When the factors below are considered equivalent by the department chair or dean, the department or unit, in deciding who will receive an assignment, will give preference for an assignment, of a minimum of six (6) credits a semester to a Senior Lecturer or Lecturer who is covered by the recall rights provision of the full-time faculty Agreement over a Lecturer III, II or I, and shall give preference to **a Lecturer eligible for an annual appointment regardless of title over other part time Lecturers or new hires**, 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**, and shall give preference to a Lecturer I over 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. A Lecturer who has previously taught a course will ordinarily be considered qualified to teach the course again, unless the Chair, Dean or Director provides reason in writing to the contrary. This provision includes courses with similar content offered under different course numbers in the same academic unit, as well as cross- listings of the same or similar course. Within the Lecturer I, II, and III categories, due regard will be given to seniority. A Lecturer who does not receive an assignment may file a grievance under the conditions described in Section 14.3.G. below.

F. The term "seniority" as used in Section 14.3.C. above 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 as recorded in the archive of course listings maintained by the Registrar's Office (<http://www.uvm.edu/academics/courses>), unless the faculty member can independently verify and document other teaching credits at the University.

G. Assignment Notification and Acceptance

Lecturers 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 if it is for the Fall Semester or Summer Session and no later than the Monday following the student registration week in November prior to the start of the Spring Semester. ~~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.~~

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

- i. A faculty member refuses an assignment and the department or CDE chooses to offer it to some other unit member.
- ii. New and additional sections of that particular course become necessary.
- iii. 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.
- iv. The University has a need to appoint a faculty member to an assignment in a situation that was unanticipated.

When a faculty member is offered an appointment and teaching assignment, he or she shall indicate acceptance of such offer by signing and returning the appointment letter **within fourteen (14) days of receipt.** ~~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. 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 may be ineligible for consideration for a teaching assignment for the subsequent semester, **except as specified under Section 14.3.B.** The university is under no obligation to offer a teaching assignment to that faculty member in the subsequent semester. This decision shall be left to the discretion of the Chair and Dean.

Course Cancellation

A faculty member who has accepted an assignment to teach a credit-bearing course in accordance with the processes outlined in Section 14.3.EC. of this Article shall receive a cancellation fee of 20% (gross) of the established salary if they are notified of a class cancellation **two (2)** ~~three (3)~~ weeks or less before that course's first scheduled class. **For cancellations between two (2) and four (4) weeks before the first scheduled class, faculty members shall be compensated for up to three (3) days of class preparation work, at the standard per diem rate, as determined by the Dean or Dean's designee.** If the class is canceled after the start of classes, the faculty member shall receive a cancellation fee of 20% of the payment for the course plus a prorated portion of his or her payment for that course based on the number of classes taught out of the total number of classes scheduled.

A Lecturer who has accepted an annual appointment in accordance with the processes outlined in Section ~~14.1~~ **14.3.B.** of this Article shall receive a comparable work assignment or cancellation fee of 20% (gross) of the established salary for any course assignment **(s)** canceled less than two (2) months before that course's first scheduled class.

H. Grievance Rights

A Lecturer who does not receive an assignment may file a grievance claiming sections of this Article that specify how courses are assigned have been violated or that the Anti-Discrimination or Academic Freedom Article has been violated or that there has been an alleged procedural violation in the review process of Article 15, Evaluations, that materially and adversely affected the outcome of the case.

Lecturer IIs and IIIs and Lecturer Is with annual appointments may also grieve any failure to be assigned

work that is below the minimum assignments set under Section B of this Article on the grounds that such decision was arbitrary or capricious.

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.

14.4. **Research Faculty Bridge Funding.**

[No proposed changes for this section]

**Article 15
EVALUATIONS AND PROMOTIONS**

All other sections of the article- No Changes

15.1.D. Promotion. The University shall apply the procedures for promotion to Lecturer II or III as delineated below.

- i. Credit accumulation for purposes of this section will be calculated from the Fall semester of 1996 only **and will include all credits taught in the academic year and winter and summer sessions.**
- ii. A Lecturer I shall be eligible for promotion review to Lecturer II after the Lecturer I has either completed six years and 36 credits, or taught 60 total credits over any period of time. Effective with the Fall semester 2018, co-taught credits will be pro-rated to reflect the number of faculty members co-teaching the course, not to be less than 25% of the course credit per faculty member. For example, if two lecturers are co-teaching a course, then the credits for the course will be split in half between the two lecturers.
- iii. A Lecturer I must notify **their** department chair of their Home Department and the University's Contract Administrator **within the first fourteen (14) days of classes** of the Fall or Spring 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 submits a dossier for promotion review, in accordance with any department-established procedures, the review will take place and be completed within that semester, except that Summer promotions will be completed in the Fall.
- iv. Details about the dossier to be presented may be found at: <http://www.uvm.edu/~facsrcs/?page=rpt.html&sm=submenu2.html>. The review will follow the procedures outlined in the University's guidelines and any department-established procedures that may exist. At the completion of the departmental review, the chair shall make a recommendation to the dean. The dean shall make the final decision on promotion.
- v. Any promotion will take effect in the next semester or summer when there is an active assignment. **Promotion award payments will be processed within two (2) payrolls of the effective date of the promotion.**
- vi. The process for the promotion from Lecturer II to III shall be the same as for promotion from Lecturer I to II as outlined in Article 15.1.D.i-v. except with eligibility thresholds at ten years and 60 credits of active teaching service at the University and/or 100 credits compensated by the University (except for PEAC). Effective with the Fall semester 2018, co-taught credits will be pro-rated to reflect the number of faculty members co-teaching the course, not to be less than 25% of the course credit per faculty member. For example, if two lecturers are co-teaching a course, then the credits for the course will be split in half between the two lecturers.
- vii. After receiving notification from the Lecturer II in accordance with Article 15.1.D.vi, the Chair may recommend to the Dean that the preparation of the dossier and/or the second review

process for Lecturer III be waived if the Lecturer II has met the above criteria and has already gone through the promotion process for Lecturer II. The dean will consider the chair's recommendation and may decide, in his/her discretion, to waive preparation of the dossier and/or the second review process and grant the promotion to be effective in the next semester or summer when there is an active assignment.

Article 16

Workload

- 16.1. 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.
- 16.2. 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 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.

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.

- 16.3. Nothing shall preclude a department chair or dean or director or the Dean of CDE from modifying the work expectations or schedules of faculty members as may be necessary prior to or during the academic year or other appointment period provided they first discuss such changes with the faculty member and provided the changes are not arbitrary or capricious. A faculty member is free to discuss their work assignment with their chair at any time however, any changes in responsibilities or assignments must be approved in writing by the chair and dean.

16.4. Lecturers

- A. A Lecturer is free to discuss their 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.

- B. 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 dean of CDE.

The primary obligation of part-time faculty is teaching. There may be occasions, however, where the Dean or designee asks the Lecturer to undertake a voluntary assignment in addition to teaching. Such work may include but not be limited to supervising theses, teaching independent studies, and guest lecturing. If the faculty member chooses to undertake the assignment, and unless such compensation is specifically set by the provisions of Article 18, the Dean or designee will determine the appropriate compensation for such work based on the course equivalency policies in place in that department/unit governing theses or other activities. If there are no such policies, then the Dean at his/her discretion will set the compensation.

The faculty member shall be under no obligation to take such assignment nor penalized in any way for a refusal to take on such assignment.

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.

16.5. Clinical, Research, Extension and Library Faculty

- A. 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, dean or director, or their designees, following consultation with the faculty member. Such consultation will normally take place in the spring semester for the following fiscal or academic year and will include a discussion of schedule as well as workload expectations. The faculty member is free to present **their** ~~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.

- B. 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 or service responsibilities of tenure-track faculty.

- C. 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 they engage 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.

- D. The general responsibilities of Extension faculty are the development and delivery of non-credit educational extension programming to various audiences. Specific activities will be set forth 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 faculty 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.

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.

- E. 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.

16.6 Emeriti Faculty. The general responsibilities of emeriti faculty hired to perform duties included under Sections 4 and 5 above shall be those enumerated in this Article.

- 16.7. In all cases, faculty members will adhere to all department, college/school, division, **PACE** and University rules, regulations, guidelines and policies. **Faculty members in the Part Time unit will be paid one stipend per academic year of \$125 to familiarize themselves with this information, including completing any online trainings regarding harassment and discrimination prevention.**
- 16.8. 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 a faculty member supported by the general fund, the chairperson and the dean or director under which some of the faculty member's work is performed during the summer. In such instances the payment of compensation shall continue to correspond with the traditional nine- or ten-month payment schedule under which the faculty member is otherwise paid and will not be paid during the summer work time.

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 last day of exams 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.

If a faculty member is required during a semester or period when they are not already teaching to attend any meetings (**in-person, virtual, or by phone**) connected with a formal grade appeal by one of his or her students, the faculty member will be compensated by the per diem rates of Article 18. ~~This may also include participation in any conference calls connected with such appeals.~~

Unless required by the Chair or Dean's designee, the granting of an incomplete grade is at the discretion of the faculty member ~~and is not compensable~~. If a faculty member is required by the Chair or Dean's designee to grant an incomplete, **with advance approval by the Chair or Dean's designee**, the faculty member will be paid ~~one day at the per diem rate for all~~ **in accordance with the per diem rates of Article 18 for** incompletes given in that course. The Chair or Dean's designee may agree to pay more, in their sole discretion, depending on individual circumstances.

Faculty members may, but are under no obligation to, write letters of recommendation for students in their classes. Such work is not compensated by the University.

Faculty members are free to advise student clubs and activities. but unless assigned to do so by the University, compensation for such work is optional and at the discretion of the sponsoring academic units.

- 16.9. 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 of .50 FTE or greater is twenty-two (22) days each year, pro-rated to percent FTE assignments, to be scheduled with and approved by their Chair or supervisor in advance. Further information is available in Article 20, Benefits.

- 16.10. The schedule of payment of compensation for research faculty who serve on appointments of less than 9-months shall correspond with the period of the appointment.
- 16.11. 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.

16.12. **New Faculty Orientation**

Unit members may attend new faculty orientation customarily held at the start of the Fall semester. Either separately or as part of the new faculty orientation, the University will conduct an annual orientation for part-time faculty and will provide the union an half-hour for presentation during the meeting. Part-time faculty participation shall be voluntary. A faculty member will be paid as specified in Articles 18.8/18.9 for attending one such orientation as a member of the bargaining unit. Attendance at any other orientations shall also be voluntary but no payment shall be provided. **Consistent with Article 14.1, all new part-time faculty will be notified of this paid new faculty orientation in their appointment letter.**

The University shall provide the Union with not less than 10 calendar days' notice of the orientation for newly hired employees entering the bargaining unit, and shall provide the Union with the new employee list and information per Article 9 of this Agreement to the extent known.

- 16.13. 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 first date of registration for the succeeding semester. In addition, at the same time, faculty shall post any text books or other materials that must be ordered by students if a final selection has been made by the faculty member concerning such materials. This does not preclude a faculty member from making changes in book assignments or requiring other materials prior to the first day of class. If a faculty member decides to change ~~his or her~~ **their** required books, **they s/he** will promptly update the information on the ESD.

As an alternative to providing the ESD, a faculty member may substitute ~~his/her~~ **their** syllabus for the course or a link to a substantially similar syllabus for that course from a prior academic semester, including any required textbooks or other materials to be ordered by students.

Once a faculty member has been formally assigned a particular course, however, **they s/he** will then be required within ten (10) calendar days to develop and post an Expanded Section Description (ESD) for the course **they s/he** will be teaching.

- 16.14. ~~Effective with courses that will be offered in the Summer 2015, and in~~ 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 **class day** ~~of classes~~.

Article 18- COMPENSATION

Note: References to “credits” in this Agreement refer in all cases to credits compensated by UVM unless otherwise noted. ~~For Fall 2018, per credit and salary increases will be retroactive to the start of the Fall Semester (9/1/18).~~

18.1. Credit Hour Minimum Rates. The credit hour rates in this Section are minimum rates and a college, school, CDE or other academic unit is free to pay part-time faculty at a higher rate.

<u>Effective</u>	<u>Fall 2018</u>	<u>Fall 2019</u>	<u>Fall 2020</u>
Lecturer I	\$1971	\$2030	\$2081
Lecturer II	\$2083	\$2145	\$2199
Lecturer III	\$2195	\$2261	\$2318

<u>Effective</u>	<u>Fall 2022</u>	<u>Fall 2023</u>	<u>Fall 2024</u>
Lecturer I	\$2242	\$2320	\$2390
Lecturer II	\$2391	\$2475	\$2549
Lecturer III	\$2515	\$2603	\$2681

Credit hour minimums for emeriti/ae faculty and Senior Lecturers who enter the bargaining unit under the retreat rights provision of the full-time faculty agreement shall be the same as the Lecturer III rates. Credit hour minimums for Lecturers who enter the bargaining unit under the retreat rights provision of the full-time faculty agreement shall be the same as the Lecturer II rates.

18.2. Bargaining unit Lecturer appointments and assignments for Emeriti Faculty who teach 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 CDE 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.

18.3. If a faculty member teaches less than an entire course (e.g. teaching for only a portion of the semester), payment for the course will be pro-rated from the course

rates. **If the faculty member has taught 60% or more of the course, the language in Article 20.12 shall apply.**

18.4. **Independent Studies**

For supervising independent studies, unit members shall receive either a) 15% of the faculty members' per-credit hour rate per student when there are 2 or more students in a single independent study or b) when there is 1 student, 25% of the per-credit hour rate established by a college, school, CDE or other academic unit for each credit hour taught up to a maximum of four credits. The total salary paid to faculty shall not exceed what the faculty member would be paid if teaching a standard 4 credit course. **Academic units shall issue additional assignments in writing appointments based upon these criteria.**

18.5. **Promotion Awards and Increases**

Upon promotion, a faculty member will be raised to the minimum for the new title or receive a \$25 per credit increase to his/her current rate, whichever is greater. A Lecturer I promoted to a Lecturer II, or a Lecturer II promoted to a Lecturer III shall receive a one-time payment of \$2000, less appropriate tax deduction. Promotion to the rank of Clinical Educator II will result in a promotional salary increase of \$600 over the Clinical Educator I salary for the faculty member at 0.25 FTE for nine-months. This amount will be prorated accordingly to FTE and term. Promotion to the rank of Clinical Educator III will result in a promotional salary increase of \$600 over the Clinical Educator II salary for the faculty member at 0.25 FTE for nine-months. This amount will be prorated accordingly to FTE and term.

18.6. **Salary Increases**

Bargaining unit faculty, including Lecturers I, II and III, and Emeriti/ae who are paid by the credit-hour will receive the following increases over their previous academic year's credit hour rate or be raised to the minimum per credit rate **as outlined in 18.1**, whichever is greater. **The 2022-23 increases are effective in the Fall 2022.** Lecturers I, II or III or Emeriti/ae must actively teach at least one course in any complete year (i.e. September – August period) to be eligible for an increase.

AY2018-19 3.25% **AY 2022-23 4%**

AY2019-20 3.0% **AY 2023-24 3.5%**

AY2020-21 2.5% **AY 2024-25 3%**

All other bargaining unit faculty (i.e. 9-, 10- or 12-month appointments at less than 0.75) who were in the unit on February 1 and are still employed in the bargaining unit on July 1 **or receive an appointment for the following appointment term** shall be eligible for the following increases:

FY19 23	3.25% <u>4%</u>
FY20 24	3.0% <u>3.5%</u>
FY21 25	2.5% <u>3%</u>

All other bargaining unit faculty (i.e. 9-, 10- or 12-month appointments at less than 0.75) who were in the unit on February 1 and are still employed in the bargaining unit on July 1 shall be eligible for the following increases:

~~FY19 3.25%~~

~~FY20 3.0%~~

~~FY21 2.5%~~

The FY 2023 increases are effective in the Fall 2022.

18.7a. 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 and gifts negotiated to reflect the compensation agreed to in this Article. Further, any such awards under this Article must also be consistent with effort reporting requirements and federal cost principles.

b. Minimum compensation rates for non-Lecturer part-time faculty (Clinical, Research, Library, Extension, etc.) shall be consistent with the minimum salary rates established in the Full Time CBA as noted below, pro-rated to the applicable FTE.

Minimum compensation rates for non-Lecturer part-time faculty (pro-rated to applicable % FTE)

	<u>AY 22-23</u>	<u>AY 23-24</u>	<u>AY 24-25</u>
<u>PT Clinical faculty</u>	<u>64,166 (1.0 FTE)</u>	<u>65,449 (1.0 FTE)</u>	<u>67,412 (1.0 FTE)</u>
<u>PT Extension faculty</u>	<u>48,127 (1.0 FTE)</u>	<u>49,090 (1.0 FTE)</u>	<u>50,563 (1.0 FTE)</u>

<u>PT Library faculty</u>	<u>55,763 (1.0 FTE)</u>	<u>56,878 (1.0 FTE)</u>	<u>58,584 (1.0 FTE)</u>
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Additional Compensation

18.8. **Per Diem Rates.** 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~~200/day or at the rate of ~~\$100~~125 for a period of three (3) hours or less. The Provost shall identify those functions or activities eligible for such additional compensation.

18.9. 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~~200/day, or at the rate of ~~\$100~~125 for a period of three (3) hours or less.

18.10 Guest Lecturing

A ~~Lecturer~~ **faculty member** who agrees to be a guest lecturer for a class conducted by another faculty member shall be paid in accordance with the per diem rate of Section 18.8 above. A ~~Lecturer~~ **faculty member** who has agreed to be a guest lecturer must notify the Chair or Dean's designee in advance of the class for approval and pay purposes.

18.11 Voluntary Assignments

Where the **Chair**, Dean or designee asks the ~~Lecturer~~ **faculty member** to undertake a voluntary assignment in addition to teaching pursuant to Article 16.4, such work will be compensated pursuant to the course equivalency policies in place in that department/unit governing supervising theses or other activities. If there are no such policies, then the **Chair or** Dean at his/her discretion will set the compensation after discussion with the ~~Lecturer~~ **faculty member**, guided by provisions outlined in section 18.4 and 18.8. The faculty member shall be under no obligation to take such assignment nor penalized in any way for a refusal to take on such assignment.

18.12 Nothing shall preclude a department chair, dean or director from approving additional compensation to faculty members for additional duties such as supervision of projects (including private music lessons), guest lecturers, maintenance of labs or studios, non-credit performance or artistic direction of students.

- 18.13 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.
- 18.14 Faculty who perform work for a non-academic unit of the University, other than CDE, will separately contract with that other unit (e.g. Athletics Dept.). Rates of compensation will follow established rates for the specific body of work.
- 18.15 Sponsored Activities. Faculty members shall be eligible for additional 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 additional 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.
- 18.16 Faculty who perform non-credit work for ~~CDE~~-PACE, will separately contract with PACE for such approved additional work and compensation, and will be subject to PACE's rules, regulations and policies.
- 18.17 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.
- ~~Starting in FY19, t~~The University shall ~~establish~~ **continue to offer** an annual teaching excellence award limited to bargaining unit part-time faculty **who have taught at least 3 credits within the past calendar year and at least 18 credits prior to the award application deadline.** The details of the award program will be established by the Provost or designee, and will include a one-time monetary award to the recipient in the amount of \$2500.
- 18.18 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.

Article 19

PROFESSIONAL DEVELOPMENT FUNDS

19.1. The University will establish a fund of \$20,000 per fiscal year for professional development of bargaining unit faculty members. This fund will be available only for those unit members who **have** ~~are~~ classified as Lecturer III, Lecturer II, or a Lecturer I who has taught a total of eighteen (18) credits or more at the time they are applying for funds. **An individual bargaining unit member who meets the criteria will be eligible for up to \$1875 in professional development funds in FY23, up to \$1925 in FY24, and up to \$1975 in FY25, provided the \$20,000 limit has not been reached.**

A ~~Lecturer III, Lecturer II or Lecturer I~~ **bargaining unit member** qualified as set forth above 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, ~~department chair~~ or director who shall make a recommendation to the ~~Dean or~~ 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 ~~their~~ **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. **The Administration will not withhold such approval arbitrarily or capriciously.** Any additional criteria and procedures for application shall be developed by the faculty at the college or school level.

Within 90 days of ratification of this agreement, the administration will create a standardized form for requests to be used in all units. Units may request additional information at their discretion, provided that expectations are made clear and readily available to part-time faculty members, and no internal information (such as budget chartstrings) is necessary to apply. The department chair and Dean will respond and process these requests in a timely manner; requests must be processed within 21 days of the faculty member submitting the request.

19.2. Nothing shall preclude a dean ~~or department chair~~ in **their** 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 ~~or department chair~~ 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, the department and school or college. The dean ~~or department chair~~, in **their** 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.

19.3. Nothing shall preclude the Provost in **their** 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.

19.4. In all cases where a faculty member receives professional development funds from the sources identified above ~~they he or she~~ must follow established University policies and procedures for institutional expenditure.

19.5. All funds not encumbered or expended by May 1 of each academic year 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 ~~Any unencumbered funds~~ may be rolled over into the next fiscal year.

19.6. Faculty holding external grants are expected to use grant funds specifically designated for professional development purposes to applying for the funds described in this Article.

19.7. In no instance may professional development funds be used for salaries.

19.8. The Provost's office shall make available upon request within fourteen calendar days the balance in the Professional Development Fund for part-time faculty. At the end of each semester, the Provost's office shall provide to the Union a statement of the Professional Development Fund for part-time faculty, listing the amounts rewarded, to whom the amounts were dispersed, and the purposes for which the funds were used.

November 18, 2022

Tentative Agreement

Article 20

Benefits

20.1. Health Insurance

A. Federal Patient Protection and Affordable Care Act (“ACA”)

The University will comply with the requirements of the ACA. The University ultimately reserves the right to determine whether it is in compliance with the requirements of the ACA and the Union reserves its right to challenge whether the University is in compliance with the requirements of the ACA.

All unit members who work an average of 30 hours or more per week (130 hours per month) during the 12-month measurement period will be offered University-sponsored medical insurance for the 12-month stability period. Insurance will be offered to employees, who may also choose to cover their eligible dependent children. Spousal coverage will not be provided.

Determination of hours for unit members who are assigned a full-time equivalent (FTE) in PeopleSoft will be calculated on a 37.5 hour week, pro-rated for FTE and length of the paid appointment.

For unit members not assigned a full-time equivalent (FTE) in PeopleSoft, the University will use the “safe harbor” method which ACA permits, however 3.33 hours per week will be assigned for each credit hour taught, to cover classroom time, student advising and related work. After calculating teaching hours in this way, the University will assign one (1) additional hour per week for department or other University business, such as faculty meetings.

Any other compensated work by unit members not included in either of the above methods of assessing hours will be recorded on the basis of the actual hours specified on the payroll documents submitted to the Payroll Office.

More information regarding the ACA is available on the Human Resource Services Office website: <http://www.uvm.edu/hrs/>.

20.7. 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.

20.8 No Changes

20.9 Retirement Savings Plans

Unit members may make voluntary personal contributions on a tax-deferred basis into a 403(B) on an after-tax basis into a Roth 403 (B) retirement savings plans available through the University in accordance with IRS regulations and on the terms and conditions set forth by the accounts selected by the faculty member pursuant to the applicable UVM plan documents. More detailed information may be obtained from the UVM Human Resource Services Office or its website. Periods of service as a part-time unit member will not count towards the waiting periods for University contributions for unit members who transfer to a University position eligible for Group A, B, C or D benefits. Further, a UVM retirement savings account established by a unit member with personal contributions will not qualify as a vested account for purposes of waiving the waiting period. A Faculty member may access funds from personal contributions subject to applicable law.

20.10. Tuition Remission

Once a ~~Lecturer~~ **bargaining unit member** has taught a total of 24 credits (~~i.e. eight (8) three-credit hour courses~~) for the University, or once a clinical, research, or library unit member has had two consecutive annual contracts at a 0.5 FTE or greater, then such unit member will be eligible for tuition remission as described below. Once eligible, a **bargaining unit member** ~~Lecturer I, II or III~~ **may will** receive ~~three (3)~~ **three (3)** credits of tuition remission ~~for each three (3) credit course~~ **equal to the number of credits** ~~he or she~~ **they** ~~has~~ **have** taught in any complete September-August period at the University, up to nine (9) credits maximum per September-August. Tuition remission waivers must be utilized no later than twenty-four (24) months after being earned and may be applied to summer sessions. Once eligible and when actively employed, the clinical, research, or library unit member on annual contracts of 0.5 FTE or

greater may receive tuition remission of nine (9) credit hours per September-August period. Tuition remission waivers must be utilized no later than twenty-four (24) months after being earned and may be applied to summer sessions. Eligible faculty members must submit tuition remission benefit applications to the Human Resources Services Office each semester or summer session to avail themselves of this benefit. The University will pay the comprehensive fee and summer session registration fees associated with the courses which will receive tuition remission benefits. Special or incidental fees, such as a non-refundable registration fee, music fee, special laboratory or course fees, books, supplies, and parking fees are not included.

20.11. Unexpected Absences and Illness

In case of accident, illness or other cause beyond the faculty member's control, ~~he/she~~ **a faculty member** must notify **their** ~~his or her~~ immediate supervisor as soon as possible, so the latter can make adequate arrangements.

Clinical, Research and Library faculty who have a 0.48 FTE appointment will receive twelve (12) sick days per year pro rated to a percentage of FTE and length of term. These sick days will not be tracked in PeopleSoft and will not accrue ("use it or lose" per year) but will be tracked by the employee's department.

Lecturers who are scheduled to teach a minimum of 6 hours per week (**i.e. 2 or more hours/week of teaching time credits**) are eligible to use up to 40 hours of paid sick time. **The sick time will be provided on the first day of their appointment.** The formula used to calculate the total hours of sick time ~~earned~~ **provided** for a Lecturer is 3.33 hours multiplied by the ~~number of credits taught in any given semester~~ **length of number of weeks in their assignment term**. This sick time will not be tracked in PeopleSoft and will not accrue. At the end of the Lecturer's appointment or after a 12 month period, whichever comes first, any unused sick time is forfeited. Faculty may use their paid sick time **during an active assignment** for the following reasons:

- a. To care for the employee's own physical or mental illness, injury, or medical condition that requires homecare, professional medical diagnosis or care, or preventative medical care, including diagnostic, preventive, routine, or therapeutic health treatment;
- b. To care for the employee's family member who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
- c. To help the employee's family member obtain diagnostic, preventive, routine, or therapeutic health treatment, or to accompany the employee's parent, grandparent, spouse, or parent-in-law to an appointment related to his or her long-term care. Routine healthcare treatment includes travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken.

d. The employee is arranging for social or legal services or obtaining medical care or counseling for the employee or the employee's family member who is a victim of and/or is relocating due to domestic violence, sexual assault or stalking;

e. To care for the employee's family member because a school or business where that individual is normally located during the employee's workday is closed for public health or safety reasons;

f. To prepare for the arrival of, and/or care for a new child (by birth, adoption, or placement for foster care), whether or not the employee is the birth parent. This parental leave must be taken within twelve weeks from the birth or placement for adoption or foster care.

20.12. Payment During Absence

In any case where because of a serious extended personal illness or injury, **or because of birth or adoption of a child, as identified in Article 20.10 above,** a bargaining unit Lecturer cannot complete ~~their~~ his/her duties related to the lecturer's course assignment(s) ~~they~~ he/she shall continue to receive 60% of pay for the semester if ~~they have~~ the Lecturer has completed 60% of the course assignment(s). **Sick time will not count toward completion of the course assignment(s).**

In all cases in which a faculty member seeks payment during such absence, a physician's statement will be required. The University may also ask a faculty member to present a certification of fitness to return to work from any such absence.

20.15. Parking

Faculty shall be subject to the same parking rates, procedures and policies as other University employees who are not subject to collective bargaining. A bargaining unit **member** Lecturer will need to apply for a parking permit each semester, or summer session, as the parking permit cost will be calculated based on the number of credit hours **they are** he/she is assigned to teach.

20.16. Post-Employment Privileges

A bargaining unit member who has attained 65 years of age and who has no less than ten (10) years of University employment out of the last fifteen (15) years as a ~~faculty member of~~ **with** no less than **60 accumulated credits (or 0.25 FTE for non-lecturers)**, ~~or who has taught no fewer than an average of six (6) credits per year,~~ and who has submitted to his/her department chair a written intent to leave the employment of the University will be eligible for an "extended privilege" University identification card. ~~Such~~ **The identification** card will be issued by the CATCard office after the faculty member notifies the Human Resource Services Office in writing of their eligibility and desire to replace their I.D. Card. Such card shall carry the following privileges:

- library borrowing privileges as provided to active faculty;
- discounts at the University store and access to tickets for UVM events as provided to active employees; and
- athletic facility access as provided to faculty retirees.

20.17. University Benefits Advisory Council

To the extent that the University Benefits Advisory Council **exists and continues** as described in the Agreement between the University of Vermont and United Academics (full-time) ~~in effect May 29, 2018—June 30, 2020;~~ **it** shall include one (1) voting member from the bargaining unit.