



Highlights of UVM-UA Part-Time Faculty Contract (Tentative Agreement)

July 27, 2009

We reached settlement on the part-time faculty Agreement late in the afternoon on July 2, 2009. We believe that we have made some valuable gains, particularly given the economic climate in which we negotiated. The settlement was reached after working with a mediator, following a joint announcement in May that the parties had reached impasse. The bargaining committee recommends ratification of this tentative agreement, which will last from July 1, 2009 until June 30, 2012.

- **Salary** (Article 18: Compensation): Salary increases will be 2 percent per year, over three years. In addition, contract language has been rewritten to highlight the fact that these are salary minima, and the administration can pay higher salary rates than outlined in the collective bargaining agreement. Minimum salary levels for Lecturer I, II, and III will be \$1,589, \$1,689, and \$1,789 respectively for FY10.
- **Health Insurance** (Article 20: Benefits): A very positive gain is a change in the way Health Savings Accounts (HSAs) are funded. The old contract required the administration to contribute only \$250 for each course (3 credits or more) up to \$1,000 per year into individual HSAs only for faculty who participated in the University's "High Deductible Health Plan" (HDHP). The new contract calls for \$350 for each course up to \$2,000 per year. And, very importantly, the administration will contribute to any qualified Health Savings Account owned by a bargaining unit member, *whether or not the individual is participating in the University's HDHP*. This means that Lecturers II and III who have Higher Deductible Health Plans other than the University's plan can receive up to an additional \$2,000 annual contribution to their HSA.
- **Payment During Absences** (Article 20: Benefits): The new contract provides *sick leave pay* (60% of salary) for lecturers who complete 60% of a course assignment but cannot continue due to health reasons.
- **Release Time for Union Work** (Article 11: Support for Union Business): UA receives two (rather than one) payments—equivalent to a 3-credit course—for a member of the bargaining team.
- **Re-entry Status** (Article 1: Recognition): For anyone returning to the bargaining unit, the University will guarantee *maintenance of rank, rate of pay, seniority, and accumulated credits for promotion purposes* for a period of 12 months after having left the bargaining unit.
- **Parking** (Article 20: Benefits): Parking rates will be adjusted by a formula that considers salary rate. This will result in substantial parking fee reductions for part-time faculty who opt to purchase a parking sticker.
- **Vacation Rights** (Article 20: Benefits): Faculty with 12-month appointments who have vacation rights may now use their vacation before it is actually accrued, if approved by their supervisor. This is consistent with the full-time contract.

- **Post-Employment Privileges** (Article 20: Benefits): Faculty will now be eligible to receive some "post-employment" privileges-- such as library privileges, access to athletic facilities, discounts at University store and UVM events, and use of email system--similar to those now received by emeritus/a full-time faculty. The same age and years of service requirements apply to part-timers as to full-timers.
- **Research Faculty** (Article 14: Appointments and Assignments): The notice-of-termination requirement if funding ceases is now consistent with the full-time contract. In addition, language has been clarified regarding the process for obtaining bridge funding.
- **Clinical Faculty** (Article 14: Appointments and Assignments & Article 18: Compensation): The titles of Clinical Assistant Professor, Clinical Associate Professor, and Research Professor are changed to Clinical Educators I, II, and III, which more accurately reflect their actual work. They will now be eligible for \$600 promotion increases for each 25% of effort.
- **Evaluations** (Article 15: Evaluations): Evaluations language is re-written and improved to explain procedural requirements for lecturers, clinical faculty, and research faculty. Some of the more notable changes include the following:
 - Copies of all written summaries and evaluative comments must be provided to faculty members, with a 30 day window for filing rebuttals.
 - Formal reviews for lecturers cannot occur more often than every four years. (Annual reviews are spelled out for other types of part-time faculty.)
 - Evaluative criteria for promotion to Lecturer II or III have been delineated.
 - Location of original student evaluations shall be determined by the dean's office, but faculty member shall be so informed upon request.
 - Lecturers cannot be evaluated on work that they did not agree to do.
- **Access to Information** (Article 14: Appointments and Assignments): Lecturers may obtain from departments and Continuing Education a list of courses to be taught in the subsequent academic year for which instructors haven't been identified.
- **Emeritus/a Faculty** (Article 18: Compensation): If hired to teach or conduct research, emeritus/a faculty will immediately enter the bargaining unit but will retain their full-time retirement rights and benefits.
- **Professional Development Funds** (Article 19: Professional Development Funds): UA retained the same \$15,000 amount for each of the contract years. Guidelines for seeking funds are described in the contract.
- **Library Privileges** (Article 14: Appointments and Assignments): New contract language provides for a temporary library card for new entrants into the bargaining unit when they receive their letter of appointment and prior to the commencement of employment. The faculty member must request the card.
- **Grievance and Discipline Procedures** (Articles 12 and 13): These are essentially the same as those found in the full-time contract.

- **Personnel Files** (Article 17: Personnel Files): Faculty now have 60 days in which to request the removal of a document from their file that they allege is untrue.
- **Contract Courses** (Article 15: Evaluation): Lecturers I and II may “grandparent” courses previously taught under contract with school districts when considered for promotion.

Prepared by Part-time Bargaining Team

Beth Haggart (Art)

Laurie Peters (Art)

Shelley Vermilya (Education)

Jay Moore (History)

David Shiman, (Education and Chief Negotiator)