

AGREEMENT

Between

THE UNIVERSITY OF VERMONT

and

UNITED ACADEMICS (AAUP/AFT)

September 25, 2008 – June 30, 2011



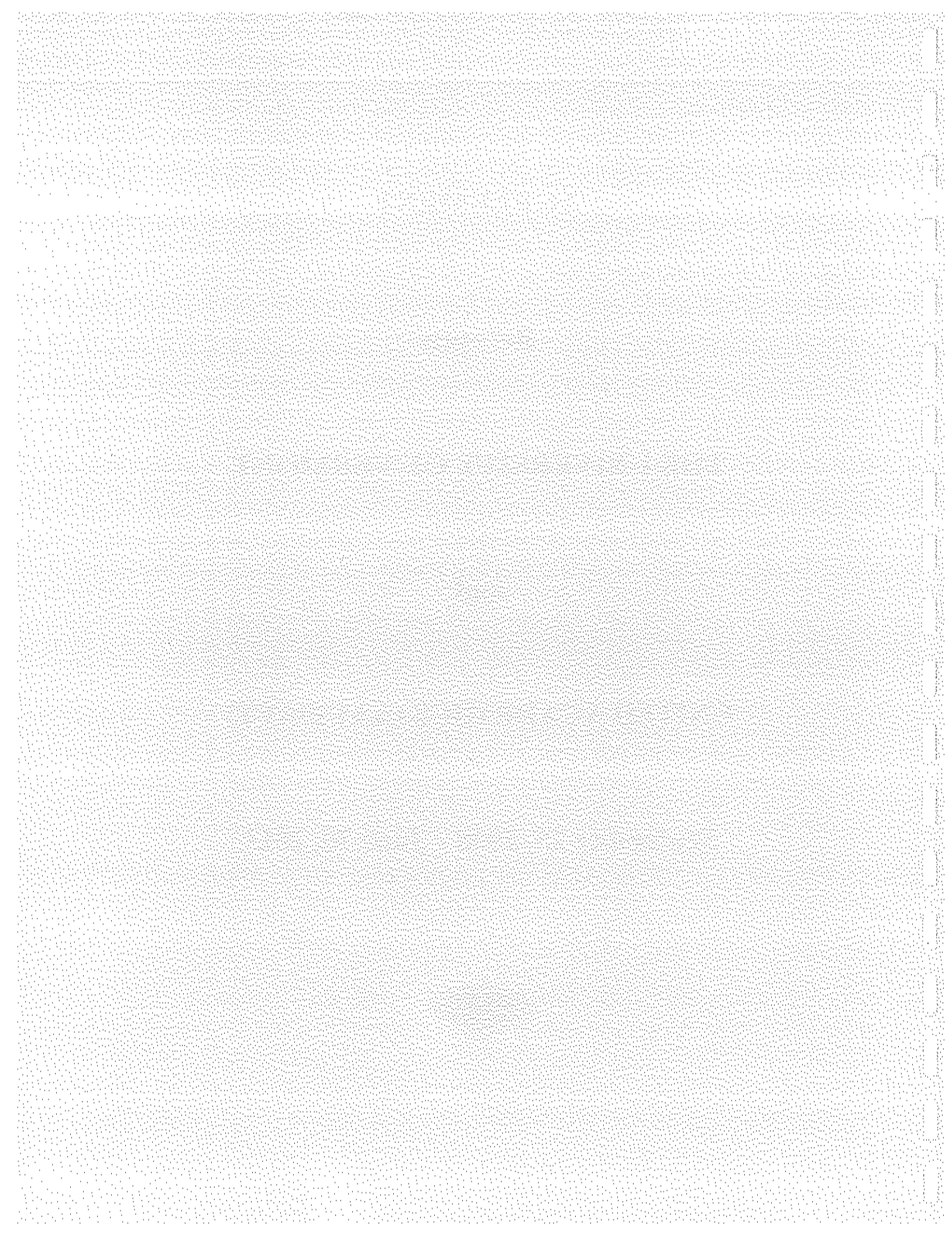


Table of Contents

ARTICLE 1	RECOGNITION.....	3
ARTICLE 2	DEFINITIONS.....	3
ARTICLE 3	UNION SECURITY	4
ARTICLE 4	BOARD RIGHTS AND RESPONSIBILITIES.....	6
ARTICLE 5	ANTI-DISCRIMINATION.....	7
ARTICLE 6	ACADEMIC FREEDOM AND RESPONSIBILITY	7
ARTICLE 7	FACULTY GOVERNANCE.....	8
ARTICLE 8	ACCESS TO UNIVERSITY FACILITIES AND RESOURCES	10
ARTICLE 9	RIGHT TO INFORMATION	10
ARTICLE 10	PROFESSIONAL RESOURCES AND SUPPORT	12
ARTICLE 11	RELEASE TIME FOR UNION ACTIVITIES	13
ARTICLE 12	GRIEVANCE AND ARBITRATION PROCEDURE	13
ARTICLE 13	DISCIPLINE AND SANCTIONS	18
ARTICLE 14	APPOINTMENTS AND EVALUATION OF FACULTY	25
ARTICLE 15	RETRENCHMENT	52
ARTICLE 16	FACULTY WORKLOAD AND RESPONSIBILITIES	56
ARTICLE 17	PERSONNEL FILES	60
ARTICLE 18	SALARY	62
ARTICLE 19	COMPENSATION IN EXCESS OF BASE SALARY	68
ARTICLE 20	BENEFITS	74
ARTICLE 21	PROFESSIONAL DEVELOPMENT FUNDS	101
ARTICLE 22	SABBATICAL AND PROFESSIONAL DEVELOPMENT LEAVES	102
ARTICLE 23	INTELLECTUAL PROPERTY POLICY	109
ARTICLE 24	CONFLICT OF INTEREST AND COMMITMENT	109
ARTICLE 25	SAFETY AND HEALTH	109
ARTICLE 26	NO STRIKE	110
ARTICLE 27	EFFECT OF AGREEMENT.....	110
ARTICLE 28	SEPARABILITY	110
ARTICLE 29	DURATION	111
APPENDIX A	BENEFIT GROUPS DEFINED.....	112

APPENDIX B	BENEFIT PLAN OPTIONS DENTAL INSURANCE	112
APPENDIX C	PREMIUM CONTRIBUTIONS CHART	112
APPENDIX D	BENEFIT PLAN OPTIONS MEDICAL INSURANCE	115
APPENDIX E	SUMMARY OF BENEFITS BY GROUP	117
APPENDIX F	FACULTY PHASED RETIREMENT PROGRAM.....	118
	SIDE LETTER OF UNDERSTANDING.....	117
	ERRATA.....	122

ARTICLE 1 - RECOGNITION

1.1

The Board of Trustees of the University of Vermont and State Agricultural College recognizes United Academics, AAUP-AFT as the exclusive representative of all full-time faculty employed by the University (.75 or greater FTE appointments for 9, 10, 11 or 12 months), including faculty holding the ranks of lecturer, senior lecturer, instructor, assistant, associate and full professor; Extension faculty holding the ranks of lecturer, instructor, assistant, associate and full professor; Clinical faculty outside of the College of Medicine holding the ranks of lecturer, instructor, or assistant, associate and full professor; Library faculty (including the Dana Medical Library) holding the ranks of lecturer, instructor, or assistant, associate and full professor; Research Faculty holding the ranks of research associate, lecturer, instructor, or assistant, associate and full professor; Visiting Faculty holding the ranks of lecturer, instructor or assistant, associate and full professor who are in a second or subsequent appointment or who are in the third year or more of an initial appointment or who have been employed in any capacity at the University of Vermont prior to their appointment as a Visiting faculty member; employed by the University in accordance with the Order of Certification issued by the Vermont Labor Relations Board on May 2, 2001 in Docket No. 00-75 for the purpose of collective bargaining with respect to rates of pay, hours of employment and other terms and conditions of employment as required by law.

1.2

Excluded from the unit are: College of Medicine faculty; Emeriti faculty; part-time faculty (including Adjunct faculty) – that is, those who are less than .75 FTE appointments for 9, 10, 11, or 12 months; Deans, Associate Deans, and Assistant Deans; Department Chairpersons; the following positions in the Bailey Howe Library: Director of Research Collections, Director of Information and Instruction, Director of Cataloging Services; Director of Acquisitions and Collection Development; and Director of Library Information Systems; Director of the Dana Medical Library; Director of the Statistics Program; Clinic Director of the EM Luce Center; Director of the Center on Disability & Community Inclusion; Director of the Gund Institute; Director of the Asian Studies Outreach Program; Visiting Faculty in the first or second year of an initial appointment who have no prior employment with the University; professional, administrative and technical employees without academic rank; white collar and clerical employees without academic rank; blue collar, maintenance and security employees; and all confidential, supervisory and managerial employees.

ARTICLE 2 - DEFINITIONS

2.1

Board: The term “Board” as used in this Agreement refers to the Board of Trustees of the University of Vermont and State Agricultural College acting on its own or through the University administration.

2.2

University: The term “University” as used in this Agreement refers to the Board and/or the administration of the University of Vermont and State Agricultural College. The University “Contract Administrator” shall be the authorized agent of the University for purposes of receipt of all notices and documents referenced in this Agreement unless otherwise expressly provided.

2.3

Union: The term “Union” as used in this Agreement refers to the United Academics, AAUP-AFT,

acting on its own or acting through its officers or agents. The Union President shall be the authorized agent of the Union for purposes of receipt of all notices and documents referenced in this Agreement unless otherwise expressly provided.

2.4

Faculty member or faculty: The terms "faculty member" and "faculty" are used interchangeably in this Agreement to refer to an individual or individuals who are represented by the bargaining unit, except when the context specifically provides otherwise.

2.5

Base salary: The term "base salary" as used in this Agreement refers to the 9, 10 or 12 month salary, of .75 FTE or greater, paid by the University to a faculty member for the period of his or her contracted appointment. Base salary is exclusive of supplemental, additional and award compensation from the University as defined in Article 19, Compensation in Excess of Base Salary.

2.6

Days: The term "days" as used in this Agreement refers to calendar days, provided that, when a time period would otherwise begin or expire on a weekend or University holiday, the time period begins or ends respectively on the next University business day.

ARTICLE 3 - UNION SECURITY

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 10th of each month to the Union Treasurer or other Union designee. Such deductions shall continue until instruction to cease payroll deductions is given in writing by the faculty member to the University Payroll Office.

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 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. (*See explanatory note in this Article). Effective July 1, 2009, this provision will apply to all members of the bargaining unit regardless of when they became employed by the University.

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

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

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

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

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

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

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 checkoff for Union membership or agency fee as was the case in the part-time unit.

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

	<u>Hire date pre-2/6/03</u>	<u>2/6/03</u>	<u>Upon entering unit now</u>
Scenario 1	as a faculty member	not in unit	no fee
Scenario 2	as a chair or dean or any position with an underlying faculty appointment	not in unit	no fee

Scenario 3 as a University employee
without an underlying
faculty appointment not in unit fee required

Anyone hired by the University for the first time *after February 6, 2003*, regardless of position, who then enters the unit afterwards is required to pay a fee. This "explanatory note" will expire on July 1, 2009 since at that point all members of the unit are subject to the agency fee requirements regardless of when they were first employed by the University.

ARTICLE 4 - BOARD RIGHTS AND RESPONSIBILITIES

4.1

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

4.2

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

4.3

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

4.4

Provisions of the University and University Officer's Manual, or its successor, that deal with bargainable topics under the State Employees Labor Relations Act do not apply to members of the bargaining unit unless specifically incorporated by reference into this Agreement.

ARTICLE 5 - ANTI-DISCRIMINATION

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, 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.

ARTICLE 6 - ACADEMIC FREEDOM AND RESPONSIBILITY

6.1

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

6.2

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

6.3

Academic freedom carries with it the equally demanding concept of academic responsibility. Faculty are expected to carry out their teaching and research responsibilities faithfully, in a manner consistent with the traditions of academic freedom and professional excellence.

6.4

The 1940 AAUP Statement of Principles on Academic Freedom provides:

- a.** Faculty are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the University.
- b.** Faculty are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their sub-

ject.

c. Faculty are citizens, members of a learned profession, and officers of the University. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the University.

6.5

In their capacity as citizens, faculty should be free to engage in political activity so far as they are able to do so consistently with their University obligations. Certain kinds of political activity (such as campaigning for elective office, serving in the State Legislature, or holding a limited-term appointment in a full-time governmental position) may require a unit member to seek a leave of absence from the University. Such leave requests will be addressed pursuant to the provisions of Article 20, Benefits.

ARTICLE 7 - FACULTY GOVERNANCE

7.1

While the Board, acting directly or through its authorized agents, retains final authority as to all matters of institutional governance, it is recognized that the faculty, acting through the Faculty Senate and its Committees ("Faculty Senate"), is responsible for the review and establishment of policy in those areas specified in the Faculty Senate Constitution and Bylaws, subject to the approval processes therein specified. These currently include:

- a. all curricular matters, including establishment, dissolution and substantial changes of degree programs
- b. research and scholarship
- c. admissions standards and prerequisites
- d. requirements for regular certificates and degrees
- e. regulations regarding attendance, examinations, grading, scholastic standing and honors
- f. teaching quality
- g. professional standards and criteria for positions accorded academic rank
- h. other academic matters referred to it by the Board of Trustees, the University administration, the faculty of a school, college, department, Extension or the Libraries or other members of the University community
- i. approval of the academic calendar prepared by the Registrar

7.2

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

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

7.3

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

7.4

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

7.5

At least once each semester, the President of United Academics and the Provost, or their designees,

shall meet and discuss matters related to the administration of the Agreement or other matters of mutual interest or concern. Such discussions shall neither substitute for, nor circumvent, the contractual grievance procedure, consultation mechanisms specified elsewhere in the Agreement or otherwise applicable University policy or protocols. Furthermore, such discussion shall not be used for negotiations of any contract articles.

ARTICLE 8 - ACCESS TO UNIVERSITY FACILITIES AND RESOURCES

8.1

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

8.2

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

8.3

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

8.4

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

8.5

The University agrees to provide two hundred (200) printed copies of this Agreement to the Union at no cost to the Union or its members. The Union and the University may order additional copies at their own individual expense. The Union may distribute this Agreement to its members through campus mail. The University agrees to post this Agreement on its website.

ARTICLE 9 - RIGHT TO INFORMATION

9.1

Upon receipt of a written request from the Union, the University shall make available any information within its possession or control not exempted by law that is relevant and necessary for the Union to meet its collective bargaining responsibilities or to administer this Agreement. All Union requests for information must be directed to the University's Contract Administrator. Such information shall be made available within fourteen (14) calendar days of the Union's request; if such information is not readily available within said fourteen (14) days, unless otherwise agreeable to the parties, the University shall so notify the Union and shall make the requested information

available as soon as reasonably possible. Said information may include, but not be limited to, salary history by college, department, rank, sex, type of appointment (e.g. research, clinical, library), length of contract (fiscal year, academic year or other), and employment history including promotions, benefit participation and workload information. When practicable, information shall be provided in computer file format. In requesting materials from faculty members' academic record files, the Union shall follow the procedures of Article 17.

Notwithstanding the above, the University may withhold from disclosure employee medical and other personal information and confidential student information under Family Educational Rights and Privacy Act (FERPA). Any other issues of alleged confidentiality will be treated on an ad hoc basis by the two parties and may include consideration of appropriate procedures for protection of confidential information.

9.2

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

The Union, while protecting the rights and confidentiality of its members, shall also provide to the University any information or data within its possession that the University may request which is relevant to the administration of the Agreement or necessary for the University to otherwise carry out its legal obligations. All University requests for information must be directed to the Union president.

Such information shall be made available within fourteen (14) calendar days of the University's request. If such information is not readily available within fourteen (14) calendar days, unless otherwise agreeable to the parties, the Union shall so notify the University and shall make the requested information available as soon as reasonably possible.

9.3

The University shall make available via the UVM website a copy of minutes of the official meetings of the Board of Trustees. A designee of the Union shall have an opportunity at reasonable times to view any public documents in support of the Board's minutes on file. The University shall also make available via the UVM website the Annual Budget Request and other official budget and financial documents to the extent they are public and the Annual Audited Financial Report.

9.4

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

9.5

Within forty-five (45) calendar days after the commencement of each semester, the University shall provide to the Union a list of all bargaining unit members, indicating any new faculty members from the previous semester. The University will provide a list of any additions or deletions from this list forty-five (45) days later. The University shall also provide a list of all withdrawals from the unit and any other changes of faculty status.

ARTICLE 10 - PROFESSIONAL RESOURCES AND SUPPORT

10.1

Any rights or privileges under this Article must be consistent with University, college/school/division and department policies and procedures on use of resources, including but not limited to those involving use of facilities, equipment and services.

10.2

Faculty members will be provided with reasonable access to available administrative and technical support, duplicating services, office supplies and equipment for the preparation of teaching materials, examinations and related materials for the purpose of carrying out their professional responsibilities. Faculty members shall also have access to telephones, voice mail, photocopying, computer and e-mail resources, and software for the purpose of carrying out their professional responsibilities.

10.3

Faculty members shall have access to library materials and services.

10.4

Office Space. Faculty members will be provided office space and, where space allocated to department use allows, faculty members will be provided with private offices. Where space constraints necessitate the sharing of offices among some faculty members, consideration shall be given to rank and years of service in determining allocation of private office space. Where space constraints necessitate the sharing of office space, each faculty member will be provided with a desk, chair, bookcase or shelving, and three file drawers.

10.5

Classroom assignment. The scheduling of classes and the assignment of instructional space to them is the responsibility and prerogative of the University. The University will assign instructional space consistent with institutional and pedagogical needs including class size, room capacity and configuration, location and instructional technology.

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

10.6

Transportation reimbursement. The University will reimburse faculty members for mileage expenses, consistent with tax law requirements and University policies on travel reimbursement, whenever a faculty member must undertake University business in a location other than his or her primary work site.

10.7

Indemnification. Faculty members will be indemnified in accordance with the University policy on indemnification of employees. The complete policy can be accessed on the University web site.

ARTICLE 11 - RELEASE TIME FOR UNION ACTIVITIES

11.1

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.

11.2

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 \$1700 per credit hour for the first year, \$1750 per credit for the second and \$1800 per credit for the third year of the contract. The Union will notify the University's Contract Administrator by January 15th as to whether and how many course releases are being purchased for the following Fall and Spring semesters.

11.3

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 courses not to exceed 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

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 complaints 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.

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.

12.2

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. 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. 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.

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

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

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

STEP THREE: If the grievance is not resolved at Step Two, within ten (10) days of receipt of the Step Two answer, the grievance 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.

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 (20) days of the convening of the panel.

A copy of the panel's recommendation shall be supplied to the grievant, the Union and the University Contract Administrator.

Within twenty (20) days of receipt of the panel's recommendation, the Provost or his or her designee will hold the Step Three meeting with the grievant and the Union representative. The Provost may, at his or her discretion, have another administrator or 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 4 shall have the same effect with respect to precedent as if no grievance had been filed at all.

ARTICLE 13 - DISCIPLINE AND SANCTIONS

13.1

No faculty member shall be subject to discipline without just cause. It is understood that, in any case involving discipline under this Article, the University bears the burden of proving that there was just cause for such action. This Article contains the only process through which a faculty member can be disciplined.

13.2

Definitions and limits:

- a. As used in this Agreement, "discipline" shall be limited to:
 - i. Written letters of reprimand. Any such letter must state specifically that it is a "letter of reprimand" in order to be considered a disciplinary action under this sub-section.
 - ii. Ineligibility for sabbaticals
 - iii. Ineligibility for professional development funds
 - iv. Suspensions without pay of varying length
 - v. Ineligibility for assignments yielding supplemental or additional compensation (e.g. teaching Evening Division and Summer Session courses)
 - vi. Termination
- b. As used in this Agreement, "termination" shall refer to the discharge of a faculty member prior to the expiration of his or her appointment with the University or the discharge of a tenured faculty member. The grounds on which termination can be considered are dereliction of duties, professional incompetence, gross misconduct or academic dishonesty.
- c. Demotion in rank may not be used as a form of discipline.
- d. Termination of faculty prior to the expiration of their appointments or termination of tenured faculty for financial, programmatic or other administrative considerations, shall not be covered by the just cause provisions of this Article, but instead are addressed in Article 15, Retrenchment.
- e. "Discipline" shall not include oral counseling or oral reprimands, nor shall it include annual performance evaluations or other performance reviews. Such matters are not grievable under this Agreement.

13.3

Where appropriate and justified, the University may also require as part of disciplinary action restitution, appropriate training or counseling or other remedial action. The University reserves all rights to itself and/or third parties to initiate civil actions or criminal prosecutions for conduct or misconduct that is believed to constitute a violation of law.

13.4

In cases where the administration is conducting an investigatory interview, it will notify the faculty member in writing as to what is being investigated and that it may potentially lead to discipline. The faculty member shall have the right to have a Union representative at that meeting.

13.5

Once the University has been informed of any alleged acts that may form the basis for discipline, except those that would constitute a crime, it shall have ninety (90) days after knowledge of the acts to complete any necessary investigation and commence disciplinary proceedings. In the case of disciplinary action resulting from sexual harassment or other unprofessional conduct, it shall have two hundred and seventy (270) days to complete any necessary investigation. The parties may mutually agree to extend the time periods for any investigation under this section. Disciplinary procedures may be initiated by the University through the Chair, Dean and/or Provost.

13.6

In any case under this Article other than Retrenchment situations where the University is contemplating termination of a non-tenured faculty member, the suspension without pay for no more than thirty (30) days of any faculty member, the ineligibility for sabbaticals, professional development funds, or the ineligibility for teaching Evening Division and Summer Session courses, the following procedures will be used:

- a. The dean (or decanal equivalent) will first provide written notification to the faculty member that termination or suspension without pay or some other disciplinary action other than a written letter of reprimand is being contemplated. The Union shall be informed of all such cases. Such statement shall include a summary of the basis for the contemplated action and, when such basis includes allegations of violations of policy or procedure, a reference to any such policy or procedure. Such written notification shall be delivered by hand, by certified mail or by overnight delivery.
- b. The faculty member shall be provided with an opportunity to formally respond to the Dean in writing. Except in extenuating circumstances, such a response must be made within ten (10) days of the dean's notification letter.
- c. The faculty member shall be provided with an opportunity to meet with the dean to discuss the contemplated action. He or she shall be entitled to have a Union representative or attorney present at such meeting, provided that the University may have an attorney present in the event the faculty member or Union chooses to do so. Such meeting shall be held within three (3) weeks of the written statement referred to in Section 6.a of this Article.
- d. Within seven (7) days following such meeting, the dean shall notify the faculty member by letter of the final action taken. If a Union representative or attorney accompanied the faculty member at the meeting referred to in Section 6.c of this Article, then such representative or attorney shall receive a copy of the letter. In cases involving issues of professional competence, the dean must consult with the Faculty Standards Committee prior to final action. In such cases, the time limits between the meeting referred to in Section 6.c of this Article and the final action shall be extended to fourteen (14) days.
- e. Upon receipt of the letter indicating what final action was taken, the faculty member may exercise his or her rights under the grievance procedure. Any challenge by a faculty member to the disciplinary action must be processed under the grievance and arbitration provisions of this Agreement.

13.7

The procedures in Section 6 of this Article will not apply in cases where the chair, dean or decanal equivalent or Provost issues a written letter of reprimand. Such letters of reprimand may be grieved, however, under the just cause standard.

13.8

In any case where the University is contemplating the termination of a tenured faculty member or suspensions of tenured faculty members that exceed thirty (30) days, the following procedures will be used:

a. Initiation of Charges. A proceeding for termination or suspension for more than thirty (30) days of a tenured faculty appointment shall be initiated by the dean of the college or school in which the faculty member holds a primary appointment. In cases where the dean has, or may reasonably be perceived to have, a conflict of interest, the matter shall be referred by the dean to the Provost, who will act in place of the dean.

Proceedings should be initiated as soon as possible following notice of the conduct giving rise to the charges. In the absence of extenuating circumstances, charges should be filed no later than sixty (60) days following such notice. Subject to the confidentiality guidelines set forth below, preliminary investigation must be undertaken by the dean (or the Provost if the dean is disqualified) to verify that the charges are reasonably supported. Such investigation may include a conference between the dean and the faculty member prior to the formalization of written charges. In cases involving issues of professional competence, the dean may consult with the Faculty Standards Committee; in cases where the Provost is presiding, the Provost may consult with the Professional Standards Committee. Such consultations, if deemed necessary, should occur prior to the issuance of written charges.

Following such preliminary investigation, if the dean (or the Provost in the event of the dean's disqualification) concludes that the concerns giving rise to the investigation may have merit, the dean shall prepare a written statement that indicates with particularity the nature of the charges, their bases, and the supporting evidence. A copy of this statement shall be delivered to the faculty member by hand or by certified mail.

b. Opportunity to Respond. The statement of charges will expressly provide the faculty member thirty (30) days within which to respond to the charges in writing. If the faculty member fails to respond within the requisite time period, the case shall be referred by the dean to the Provost. If the faculty member responds to the charges, the dean may undertake whatever further investigation of the facts appears necessary or appropriate, or the dean may proceed to the steps described in Section 8.c.i of this Article.

c. Disposition of the Charges.

i. By the dean. If, after preliminary investigation, the dean determines that the charges are without merit, the statement of charges and supporting documentation shall be sealed and maintained centrally and exclusively in the office of the General Counsel. Access to such records shall be limited to persons to whom access must be granted under law. In cases where investigation reveals conduct requiring further action other than termination of appointment or suspension without pay for more than thirty (30) days, the dean shall initiate action suitably responsive to the concern. If preliminary investigation reasonably supports the charges and appointment termination may be an appropriate result, the dean shall so notify the faculty member in writing and then forward the statement of charges, their bases, and supporting evidence to the Provost. In the absence of extenuating circumstances, the dean should complete process steps that involve the dean within thirty (30) days following receipt of a written response to the charges, or thirty days

from the expiration of the period within which the faculty member must respond, whichever is less.

ii. By the Provost. The Provost shall review the statement of charges, and the supporting evidence, and initiate any such additional investigation as may be necessary or appropriate to determine whether further action is required. In cases where the matter is pending in the first instance before the Provost due to the unavailability of the dean, the Provost shall proceed in a manner consistent with the steps outlined in Sections 8.a and 8.b of this Article.

If the Provost determines that the charges are without merit, the statement of charges and supporting documentation will be sealed and maintained centrally and exclusively in the General Counsel's Office. Access to such records shall be limited to persons to whom access must be granted under law. In cases where the investigation reveals conduct requiring further action other than appointment termination, the Provost shall initiate action suitable to the nature of the concern. If the Provost concludes that preliminary evidence reasonably supports the charges and termination of appointment may be appropriate, the Provost shall prepare a final statement of charges. Absent extenuating circumstances, the stage of the process involving the Provost should be completed within forty-five (45) days following receipt of the case record from the dean.

Should the Provost's final written statement of charges differ in any material manner from that previously developed by the dean, it must be forwarded to the faculty member, who shall be given thirty (30) days within which to respond, in writing. If any response received suggests the need for further investigation, the Provost shall supplement the investigation as appropriate, completing it within thirty (30) days of receipt of the response.

Within ten (10) days following finalization of the statement of charges or the conclusion of any supplemental investigation, the Provost shall transmit a copy of the statement of charges, the bases thereof, and supporting evidence ("the University's case") to the President, the dean, and the faculty member.

d. Committee Hearing.

General A hearing on the charges shall occur before a committee constituted by the President in the manner described below. The function of the committee is to conduct a full and fair hearing on the charges, to provide the faculty member with an opportunity to be heard regarding the charges, and to report its findings, conclusions and recommendations to the President. The objective of the hearing is to achieve a fair and just result as expeditiously as possible, with due regard both for the rights of the faculty member as an individual and the integrity of the institution as a whole.

i. Committee Appointment. Within fifteen (15) days of receipt of the statement of charges, the President shall appoint a committee comprised of five (5) persons, at least three (3) of whom must be tenured faculty equivalent or senior in rank to the faculty member and no more than two (2) of whom may be deans or department chairs. The committee members shall select from among their membership a chair who will oversee the operations of the committee, including transmitting and receiving communications. The President shall also identify two faculty members, each of whom shall serve as an alternate in the event that a faculty member becomes unavailable to serve following the commencement of the proceedings. The faculty members, including the alternates, will be selected by the President from a list provided by the faculty grievance committee of the Faculty Senate, which shall develop written procedures for the selection of such individuals. A list of proposed committee members shall be furnished to the faculty member being charged, and an opportunity shall be provided to challenge any proposed member for cause, meaning actual or reasonably perceived bias or conflict of interest with respect to the faculty member or the matters

in issue. The President shall rule on any such challenges and his or her decision shall be final. The faculty member may also challenge the appointment of up to two (2) committee members without stating cause.

ii. Representatives. In connection with the hearing and subsequent related internal proceedings, the faculty member may be represented by legal counsel of his or her own choosing at his or her own expense, or by a non-attorney advisor. The University, through its Office of the General Counsel, will retain legal counsel to present the University's case ("the Presenter"). The faculty member and the University through its Presenter will be referred to as "the parties" hereafter. The committee may also request appointment of independent legal counsel to advise it regarding the proceedings; in such event, counsel will be selected by the Executive Committee of the Board of Trustees. Any attorney or advisor representing a party in these proceedings shall be permitted to participate actively as the client's representative in these proceedings, including addressing the committee directly and questioning witnesses as the party's representative. The Union has the right of representation at the proceeding, regardless of the wishes of the faculty member, to protect the contract and the process.

iii. Transcripts. The University will retain a court reporter to create a transcript of any hearing conducted under Section 8.d of this Article, with the exception of deliberations of the committee or the deliberations of the Board of Trustees held in Executive Session. A copy of the hearing transcript and record will be provided to the faculty member free of charge.

iv. Notice of Evidence. Within thirty (30) days following appointment of the committee, the parties will provide to each other through the committee chairperson a list of witnesses and documents they propose to introduce at the hearing, and a succinct summary of any testimony expected to be offered by such witnesses. The list may be supplemented as necessary or desirable in the exercise of due diligence, provided that reasonable opportunity is given to the opposing party to respond.

c. Hearing.

i. The hearing shall be scheduled as soon as possible after expiration of the thirty (30) day period described in the preceding section, and shall continue until, in the discretion of the committee, all relevant evidence has been promptly and fully presented. Strict rules of procedure and evidence shall not apply to the proceedings, but it is the responsibility of the committee to ensure that admitted evidence is relevant, fair and reliable, and that both parties are given adequate opportunity to confront and cross-examine adverse witnesses. Witnesses testifying at the hearing shall be sworn or otherwise asked to attest to the truth of their testimony by the court reporter. Witnesses whose evidence is necessary but who are unavailable to testify may, in the discretion of the committee, be asked to swear to affirm the truth of the evidence by affidavit or comparable means.

The faculty member is permitted but not required to testify at the hearing. If the faculty member declines to testify or otherwise participate in the hearing directly, the committee should proceed on the basis of obtainable evidence.

The committee may request the testimony of additional witnesses or the production of records from the parties or third parties in the exercise of its reasonable discretion.

ii. Burden of Proof. The University has the burden of persuasion with respect to the charges, and must prove them by a preponderance of the evidence.

iii. Public Access. Issues of public access to the hearing and/or any associated records will be resolved in accordance with governing law.

f. Committee Decision and Record. Following the hearing and its own deliberations, the committee shall issue a written report to the President summarizing its evidentiary findings, conclusions and recommendations. The parties shall receive a copy of the report, together with a transcript of the hearings and associated exhibits, and the record in its entirety, including the statement of charges and any associated written response, and any and all briefs or similar statements of argument from the parties. Such materials shall be delivered to the faculty member by hand or by certified mail.

The faculty member being considered for discipline shall have 20 days to appeal the committee's conclusions and recommendations. The sole grounds of appeal are that the committee's findings or conclusions are clearly erroneous in light of the evidence; arbitrary or capricious; or arrived at in violation of the constitutional rights of the faculty member. The President on review of the evidence and consideration of the faculty member's written appeal may refer the case back to the committee for reconsideration. In response, the committee shall consider the issues raised by the President and may or may not modify its recommendations. If the faculty member declines to appeal, or if in response to the appeal, the President judges there is no reason for the committee to reconsider its recommendations, the President shall refer the matter to the Board of Trustees for action on his or her recommendation.

Barring the referral of the case back to the committee, the President's referral of the case to the Board of Trustees should take place within twenty (20) days after the President receives the committee's report. If the case is referred back to the committee for reconsideration, the President's referral of the case to the Board of Trustees shall, barring extenuating circumstances, take place within forty-five (45) days after the President receives the committee's original report.

g. Board of Trustees.

i. Any member of the Board who has, or may reasonably be perceived to have, a bias or conflict of interest with respect to the case shall be excused from participating in or voting on the matter. The parties shall be notified by the Chair of the Board of Trustees, or his or her designee, of all members of the Board and shall be given an opportunity to challenge any Board member's participation for cause, meaning an actual or reasonably perceived bias or conflict of interest with respect to any party, or the issues in dispute. The Chair of the Board shall decide any such challenges and his or her decision shall be final.

ii. Board decision. The Board shall convene within thirty (30) days of the date of issuance of the committee report to consider the President's recommendation. Within thirty (30) days of the date of such meeting, the Board shall issue a written decision. The Board may sustain the President's recommendation or it may return the recommendation to the President with specific objections. The President will then reconsider, taking into account the stated objections and receiving new evidence if necessary. The Board will make its final decision only after study of the President's reconsideration.

A copy of the decision will be delivered to the parties either by hand or by certified mail. In this decision, the Board will direct the Provost to initiate action consistent with its conclusions. A termination sanction shall be implemented in the manner described in Section 8.c of this Article.

h. Grievance. The faculty member shall have the right to grieve the Board's decision with or with-

out the assistance of the Union, directly to the Vermont Labor Relations Board.

i. Confidentiality. Subject to legal disclosure requirements, all inquiries and proceedings commenced and conducted under these provisions shall be undertaken with the utmost discretion and with due regard for the reputation and privacy interests of the faculty member. All documents generated and developed or otherwise maintained in connection with proceedings under these provisions shall be retained confidentially while proceedings are pending, with access to such records permitted only insofar as necessary to resolve the charges or as required by law. If the faculty member is exonerated of the charges by the Board, records of the proceeding shall be maintained centrally and exclusively in a sealed file maintained in the Office of the Provost, and access shall be limited to persons to whom access must be granted under law. If the charges are determined to be meritorious in whole or in part, records associated with these proceedings shall be maintained in the same manner as personnel documents generally and subject to the otherwise applicable guidelines regarding access.

j. Related Proceedings. In situations where facts germane to proceedings under this section are also at issue in factually related proceedings, records associated with such proceedings may be considered in any hearing held under Section 8 of this Article. Determinations reached by other hearing bodies will be given such weight as either the committee for which this policy provides or the Board deems appropriate. Tenured appointments may nonetheless be terminated for cause only pursuant to the standards and procedures described in this Section.

k. Time Limits. The time limits contained in this Section are expected to be followed in the absence of extenuating circumstances.

l. Termination. Compensation shall cease as of the effective date of termination, which shall be co-extensive with the date of the final adverse decision of the Board. These provisions may be superseded by federal or state requirements and/or grant and contract restrictions that may otherwise apply. Nothing in this provision shall restrict the right of the University or third parties to initiate civil actions or criminal prosecutions relating to the conduct that gave rise to charges under this Agreement.

13.9

At any time during the investigation into misconduct, or while contemplating disciplinary action, or while pursuing the disciplinary procedures of this Article, the University may place a faculty member on a paid administrative leave of absence where continued active employment poses an unreasonable risk of harm to the faculty member, other employees, students or others, or poses an unreasonable risk of disruption of University programs and/or operations. In the sole discretion of the University, such leave may or may not include specific work responsibilities that could be performed away from campus. The length of the administrative leave will correspond with the investigation and/or disciplinary time periods under Section 5, 6 and/or 8 of this Article.

Any such paid administrative leave or alternative work arrangements under this Section shall not itself be considered a disciplinary action.

Where a faculty member has been placed on an administrative leave as described above, and no discipline is imposed, the faculty member has the right to meet with the Provost (or designee) within 30 days following cessation of the administrative leave to discuss any adjustments that he or she believes need to be made in any scheduled evaluations, including a tenure evaluation, because of the

possible adverse impact of the administrative leave. The faculty member may have a Union representative attend any such meeting.

ARTICLE 14 - APPOINTMENTS AND EVALUATION OF FACULTY

Note: Article 14 includes the following Sections, which are listed here for your convenience.

SECTION

- 14.1 Appointment Status
- 14.2 Split or Multiple Appointments
- 14.3 Annual Performance Reviews
- 14.4 Department or School Reappointment, Promotion and Tenure (RPT) and Annual Performance Review Guidelines
- 14.5 Appointments & Evaluation: Tenure-Track and Tenured Faculty
 - a. Types of Appointments
 - b. Eligibility for Tenure
 - c. Schedule of Reappointment Reviews for Tenure-Track Faculty
 - d. Extension of Probationary Period for Tenure-Track Faculty
 - e. Evaluation Criteria: Tenure-Track and Tenured Faculty
 - f. Procedures for Reappointment, Promotion and Tenure
- 14.6 RPT Timetable for Tenure-Track Faculty
- 14.7 Notice of Non-Reappointment
- 14.8 General Statement on Non-Renewals
- 14.9 Grievability
- 14.10 Appointments & Evaluation: Non-Tenure Track Faculty
 - a. Schedule of Reappointment Reviews for Non-Tenure Track Faculty
 - b. Instructional Faculty
 - c. Research Faculty (Note: Section 10.c.ii includes information on Bridging Support)
 - d. Extension Faculty
 - e. Library Faculty
- 14.11 Notice of Non-Reappointment, or of Intention Not to Recommend Reappointment
- 14.12 General Statement on Non-Renewals
- 14.13 Grievability

14.1

Appointment Status. Faculty may be appointed to a tenure-track, tenured or non-tenure track position. All faculty are appointed to a particular academic department or, where the department structure does not exist, to a particular school, college, the Libraries or Extension.

A faculty member new to the bargaining unit shall be provided with an initial letter of appointment which shall, at a minimum, document the length and type of appointment, FTE percentage, salary, and bargaining unit status. An initial letter of appointment will also be issued for secondary appointment documenting the terms of appointment as noted above. If the terms and conditions of employment change as a result of a Personnel Action, a new letter will be issued.

The titles of Instructor, Assistant Professor, Associate Professor and Professor may be used to denote

tenure-track and tenured faculty. Instructors, Assistant Professors, Associate Professors, and Professors may be appointed for 9 or 12 months with an FTE of .75 to 1.0. The standard appointment is 9 months at 1.0 FTE.

The titles of Lecturer, Senior Lecturer, Clinical Instructor, Clinical Assistant Professor, Clinical Associate Professor, or Clinical Professor; Research Associate; Research Assistant Professor, Research Associate Professor or Research Professor; Extension Instructor, or Extension Assistant Professor, Extension Associate Professor or Extension Professor; or Library Instructor, Library Assistant Professor, Library Associate Professor or Library Professor may be used to denote non-tenure track faculty.

Lecturers and Senior Lecturers may be appointed for 9, 10 or 12 months with an FTE of .75 to 1.0. The standard appointment is 9 months at 1.0 FTE.

Clinical faculty and Research faculty may be appointed for 9, 10 or 12 months with an FTE of .75 TO 1.0. The standard appointment for Clinical Faculty is 9 months at 1.0 FTE. The standard appointment for Research Faculty is 12 months at 1.0 FTE.

Extension faculty may be appointed for 12 months with an FTE of .75 to 1.0. The standard appointment is 12 months at .80 FTE.

Library faculty may be appointed for 12 months with an FTE of .75 to 1.0 FTE. The standard appointment is 12 months at 1.0 FTE.

Tenure-track faculty who are initially hired at the start of the spring semester (January) shall automatically be considered bargaining unit members on their first day of employment and shall automatically have their probationary period extended for one semester without provostial approval. The faculty member's work during that initial spring semester may be assessed, however, in a subsequent reappointment, promotion or tenure review.

Non-tenure track faculty who are initially hired to begin work at any time other than the beginning of the academic year (or July 1 for 12 month positions) and who have an appointment that extends for at least one complete academic or fiscal year shall automatically be considered bargaining unit members on their first day of employment. However, for purposes of the timing of annual performance review, reappointment and promotion cycles, the initial partial appointment year will not count. The faculty member's work during their initial partial appointment year may be assessed, however, in a subsequent annual performance review, reappointment or promotion review.

A Lecturer or Clinical faculty member who is appointed for an academic year, for a 9- or 10- month term, and who is not a member of the bargaining unit due to an insufficient FTE (i.e. below .75) and who, during the academic year, receives an increase in his/her FTE to .75 or greater shall not become a member of the unit until the subsequent academic year, assuming a continuation of an FTE of .75 or above, except in cases where the increase occurs before the end of the add/drop period in the fall semester, in which case the faculty member will receive a new appointment letter and become a member of the bargaining unit immediately.

A Research, Extension or Library faculty member who is appointed for a 12-month term, and who is not a member of the bargaining unit due to an insufficient FTE (i.e. below .75), and who, during the 12-month term receives an increase in his/her FTE to .75 or greater, may become a member of the

unit provided the increase in FTE is supported by guaranteed funding for the immediately following 9-, 10- or 12-month period. At the point of this change in status a new appointment letter will be issued outlining the change of terms and conditions.

No member of the bargaining unit at less than 1.0 FTE will be given a retroactive increase in his/her FTE or associated benefits that affects a prior pay period. In cases when a faculty member takes on a new course assignment before the end of the add/drop period in the Fall semester the faculty member will receive a new appointment letter and the resultant change in FTE and associated benefits will be made. In cases when a faculty member takes on new work during his/her appointment period pursuant to a grant, contract or gift, he or she will be given an increase in FTE and associated benefits provided the faculty member notifies his/her chair and appropriate college/school human resources personnel according to established procedures. Following such notification the faculty member will receive a new appointment letter and changes in FTE and associated benefits will begin in the next pay period. All other cases involving retroactive payment for new assignments that could affect FTE will be eligible for compensation per the provisions of Article 19.

14.2

Split or Multiple Appointments. For faculty with split or multiple appointments, there must be a primary department (or college, school or unit) that is responsible for the professional development and evaluation of a faculty member; for maintaining complete records; for initiating recommendations concerning changes in appointment status; and for any eventual tenure commitment. The primary department (or college, school or unit) and the nature and extent of the funding and/or effort commitment of the faculty member's secondary appointment(s) in the other department(s) will be designated at the time of initial appointment or of change of appointment status. The reviews and recommendations of the responsible administrator of any units in which a faculty member holds a secondary appointment shall be requested by the department chair/ associate dean or dean of the primary unit and reported to him/her in advance of the initial level of review by the primary unit for purposes of annual performance review, reappointment, promotion or tenure. Reviews and recommendations by administrators of secondary units shall be included with the RPT materials being reviewed and subsequently be placed in the faculty member's academic record file in the primary unit. Further, no member of the bargaining unit may hold split or multiple appointments of differing term lengths, *e.g.*, a 9-month primary appointment and a 12-month secondary appointment. Appointment lengths will be of the same length. This will not prevent a faculty member from earning additional compensation, as described in Article 19, during those months outside of the 9- or 10- month term length.

Further, no member of the bargaining unit may hold split or multiple appointments of differing term lengths *e.g.* a 9-month primary appointment and a 12-month secondary appointment. Appointment lengths will be of the same length. This will not prevent a faculty member from earning additional compensation, as described in Article 19, during those months outside of the 9- or 10- month term length.

14.3

Annual Performance Reviews

a. Department chairpersons shall annually review the performance of faculty members in their departments or units. In schools without chairs, this review shall be carried out by the dean or his/her designee, who will be another administrator holding faculty status. Although the faculty member bears the responsibility of demonstrating his or her achievement and potential in matters of reap-

pointment, promotion and tenure, chairs, deans or directors have a responsibility to contribute to the professional development of the faculty member by communicating to that person their regular assessment of performance, progress and areas of strength and those in need of improvement.

The annual review will include a report of annual activities by the faculty member and a review of such materials along with student evaluations by the chairperson or, in schools without chairs, by the dean or his/her designee. The review will result in a written evaluation of the faculty member's performance.

b. Reviews at the department and school level shall take place annually for all faculty members. Although such reviews can occur at any time, the first such review must occur by March 15 of the first year of any non-tenure track appointment and by April 15 for the first year of any tenure-track appointment.

c. Annual reviews will focus on the performance of the faculty member during the previous two semesters or the previous twelve (12) months, whichever applies to the faculty member's appointment period, but will also take into account the performance of the faculty member during the preceding two (2) years if the faculty member was employed by the University. The Dean will instruct departments and units as to whether performance data on a faculty member should be submitted on a calendar, fiscal or academic year basis.

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. Faculty who are on Sabbatical or Professional Development Leave during any Spring semester will 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 file, with a copy provided to the faculty member. A faculty member has the right to rebut his or her evaluator's assessment not later than 90 (ninety) days following the issue of the evaluator's written evaluation, and any such rebuttal shall be placed in the faculty member's academic file.

14.4

Department or School Reappointment, Promotion and Tenure (RPT) and Annual Performance Review Guidelines

Sections 5 – 10 of this Article describe the criteria and standards of performance for the various types of faculty as well as the procedures under which judgments in annual performance reviews are made on the achievement and the potential of candidates for reappointment and/or promotion of non-tenure track faculty, reappointment, promotion and/or tenure of tenure-track faculty and promotion of tenured faculty, ("RPT"). In addition to the criteria and procedures specified in this Article, all academic departments and all academic units with responsibility for making the first recommendation in RPT cases are required to prepare RPT and Annual Performance Review Guidelines that elaborate on these criteria, standards and procedures. Such guidelines should include additional specific descriptions of expectations for job performance in the areas of evaluation and of procedures to be followed in making RPT decisions and annual performance reviews. Under no circumstances can such department, school or unit guidelines establish lesser obligations or standards than stated elsewhere in this Article.

In preparing such evaluation guidelines all department or school faculty, tenured and non-tenured, shall have an opportunity to provide input into what these criteria and procedures should be. The dean and Provost must approve any departmental RPT and Annual Performance Review Guidelines.

The Provost must approve such guidelines prepared by an academic unit other than a department. As an alternative to creating such additional guidelines, a department may elect to use the guidelines issued by its college.

Committees and administrators making RPT decisions cannot augment or supplant the criteria for RPT in the Agreement or departmental guidelines. Departmental guidelines may be interpreted, explained, and defined by those who have to make the decisions. Although the criteria for RPT in the Agreement and departmental guidelines may be interpreted, they cannot be changed or added to. Decisions must be made on the basis of the approved criteria.

Departments and academic units with responsibility for making decisions regarding reappointment, promotion and tenure cases must have approved guidelines (criteria and procedures) for RPT on file in the Provost's Office. RPT and Annual Performance Review Guidelines shall be reviewed every five (5) years. Guidelines that undergo changes at the department, college or school level will be submitted for approval to the Provost's Office by January 1 of the following year. All approved guidelines shall be distributed to all faculty to whom they apply and must be included in the dossier of every candidate for second reappointment of tenure-track faculty, promotion and/or tenure. One copy of all approved department and college or school guidelines will also be sent to the Union. Where external review is required, a copy of the guidelines shall also be sent to any external evaluators.

The Union will be provided the opportunity to review and comment on any changes in university-wide green, blue, or pink sheet forms used in the RPT process.

Department chairpersons who annually review the performance of faculty members in their departments may recommend reappointment, promotion and tenure to the dean for eligible faculty. Consideration for promotion and/or tenure in cases where such consideration is not otherwise mandated is required upon request of the individual faculty member, except that a Lecturer cannot seek "early" promotion to the rank of Senior Lecturer.

14.5

Appointments and Evaluation: Tenure-Track and Tenured Faculty

a. Types of Appointments.

i. Instructor (tenure-track). The rank of Instructor is reserved for faculty who have been hired on tenure-track but who do not yet have a terminal degree at the time that the appointment starts. A faculty member with a terminal degree in his or her field may not be appointed at the rank of Instructor. An Instructor will receive an initial appointment for one year, and may be reappointed as an Instructor for one additional year.

Faculty holding appointments as Instructors may not be granted tenure at the Instructor rank. Instructors will be promoted automatically to the rank of Assistant Professor once the requirements for the terminal degree have been satisfied. In no instance may a faculty member be appointed to the rank of Instructor for longer than two (2) years.

ii. Assistant Professor (tenure-track). An Assistant Professor on tenure-track will be appointed for an initial three-year term and may be reappointed for up to two additional two-year terms. Appointments at the Assistant Professor level shall be on a probationary basis.

Tenure will be granted to faculty members initially appointed as Assistant Professors concurrently

with promotion to Associate Professor. Normally, tenure is granted to an Assistant Professor at that rank only after a six-year probationary period, part of which may include service to the University at the rank of instructor. However, nothing in this Agreement precludes the University from crediting prior service at UVM or at another University as part of the probationary period, provided this is done with the approval of the Provost prior to the initial offer of appointment. Furthermore, the faculty member may request consideration for tenure prior to his or her mandatory year. The faculty member, if denied early tenure, must present him or herself again during the sixth year of the probationary period in order to be considered for tenure. An Assistant Professor will be informed no later than the end of the sixth year of service whether tenure will be granted or whether his or her seventh year will be a terminal year of service.

iii. Associate Professor (tenure-track). The University may initially appoint a faculty member as a tenure-track Associate Professor on a probationary basis. In such cases, the Associate Professor will be appointed for an initial two-year term and may be reappointed for an additional two-year term prior to consideration for tenure.

An Associate Professor may request consideration for tenure at any time during his/her probationary period. If denied early tenure an associate professor must re-present him or herself in the third year of the probationary period in order to be considered for tenure. A probationary Associate Professor will be informed during the third year of service whether tenure will be granted or whether his or her fourth year will be a terminal year of service.

iv. Associate Professor (tenured). Tenured Associate Professors include Assistant Professors who have been tenured and promoted. In addition, with the prior approval of the Provost an individual hired into the unit with the proposed title of Associate Professor may be reviewed for tenure prior to the start of his/her employment.

v. Professor (tenured). The University may initially appoint an individual as a Professor. However, no faculty member may hold the title of Professor who is not tenured. Therefore, an individual hired into the unit with the proposed title of Professor will be reviewed for tenure prior to the start of his/her employment.

b. Other Considerations regarding Tenure.

i. Tenure represents the commitment of the University to the continued appointment of a faculty member until retirement or resignation, termination for just cause, termination due to the inability to perform the essential requirements of the faculty member's appointment, with reasonable accommodations for a physical or mental disability, or termination due to financial exigency or elimination of an institutional program.

Only faculty members with the titles of Professor or Associate Professor are eligible for continuous tenure. Clinical and Research faculty of all ranks, Lecturers and Senior Lecturers are not eligible for tenure. If a Clinical or Research faculty member, Lecturer, Senior Lecturer or Visiting faculty member is subsequently appointed to a tenure-track position, and has prior service at the University, part or all of such prior service may be included as part of the probationary period. This credit must be approved by the Provost in his or her discretion prior to the initial offer of appointment following his or her consideration of the recommendation of the Dean of the college or school.

ii. Tenure is only awarded in an initial appointment to the rank of Professor or, with the approval of the Provost, Associate Professor, subject to a pre-employment tenure review, or upon promotion of an Assistant Professor from within the University to the rank of Associate Professor, or following an Associate Professor's successful tenure review.

iii. A faculty member eligible for tenure shall not continue to be employed at the University bargaining unit position beyond the probationary period, following a negative tenure decision, except for completion of his or her terminal year. In his or her sole discretion, the Provost may make an exception to this rule but a decision by the Provost not to exercise such discretion shall not be grievable.

iv. A tenured faculty member may receive salary support from a career development award, a UVM-administered research grant, an administrative position, or UVM non-instructional sources without loss of tenure. In such cases, the regular faculty title shall be retained by the faculty member.

v. With the written approval of the chairperson, dean and the Provost, a faculty member who is less than 1.0 FTE and holding the rank of Instructor, Assistant Professor, or Associate Professor may be placed on a tenure-track or, except in the case of Instructor and Assistant Professor, may be granted tenure. The length of the probationary period must be identified in the initial appointment letter and match the length and timing of appointments, reappointments and tenure reviews as outlined for tenure-track faculty in sections 5.a., 5.b., and 5.c. of this Article based on the principle that the otherwise customary probationary period represents full-time service. However, no faculty member may hold the title of Professor who is not tenured.

c. Schedule of Reappointment Reviews for Tenure-Track Faculty. The initial appointments of tenure-track faculty with the rank of Instructor, Assistant Professor, or Associate Professor are probationary in nature. Such probationary tenure-track faculty shall have a reappointment review as outlined in Section 7 of this Article. The review for Instructors and the first reappointment for Assistant Professors shall take place only at the department and college/school level.

d. Extension of Probationary Period for Tenure-Track Faculty.

i. Any University approved leave of absence of one semester or more will automatically extend the probationary period for one year. A faculty member may also apply to the department chair and dean for an extension of the probationary period for one year whenever the University approved leave is less than one semester but at least two weeks. The Provost shall decide whether or not to extend the probationary period in his or her discretion following consultation with the dean, who in turn shall consult with the chair.

ii. Even if no leave of absence has been taken, a tenure-track faculty member may request an extension of the probationary period for the following reasons:

(a) When he or she newly becomes a parent or legal guardian of a minor child during the probationary period.

(b) When there are extenuating personal circumstances that may significantly impede the faculty member's progress toward tenure such as serious personal illness or significant care giving responsibilities for an immediate family member due to major illness. "Immediate family member" shall include a child, spouse, civil union partner, or parent.

(c) When there are extraordinary professional circumstances beyond the reasonable control of the faculty member.

Application for extensions for becoming a parent must be made in writing either prior to the event or within two months after the faculty member becomes a parent or legal guardian of a minor child. In all cases, however, the application must be submitted prior to the beginning of the academic year in which mandatory review for tenure must occur.

Application for extensions for other reasons must be made in writing prior to the beginning of the year in which mandatory review for tenure must occur. Such applications must state and document how the extenuating circumstances are impeding, or have impeded, progress towards tenure.

In all cases, applications shall be made to the dean, who, after consultation with the department chair, shall make a recommendation on the application to the Provost. The Provost shall make final decisions on any such applications. Extensions for newly becoming a parent or legal guardian for a minor child during the probationary period shall be granted in all cases. Extensions for other reasons shall be granted if the Provost concludes that the circumstances have significantly impeded progress toward tenure. The Provost's decision will not be exercised arbitrarily or capriciously.

The Provost shall notify the applicant within thirty (30) days of receiving the recommendation from the dean.

In all cases, the maximum amount of time that the probationary period may be extended for any reason, or combination of reasons, is three (3) years for an Assistant Professor and two (2) years for an Associate Professor.

iii. If a faculty member originally appointed 1.0 FTE to a tenure-track position subsequently serves less than 1.0 FTE, the probationary period may also be extended. Such extension must be requested by the faculty member at least one year in advance of the expiration of the original probationary period and must be approved by the chairperson, dean and the Provost.

iv. No request for extension will be granted if a non-reappointment notice has been issued.

v. A faculty member who receives an extended probationary period due to a University-approved leave of absence or other reasons delineated above shall not be under additional expectations regarding consideration for tenure, nor shall the faculty member be penalized for requesting and receiving an extension of the probationary period.

vi. All such probationary period extensions shall be memorialized in writing by the dean.

e. Evaluation Criteria: Tenure-track and Tenured Faculty

Instructional faculty holding the ranks of Instructor, Assistant Professor and Associate Professor shall be evaluated for reappointment, promotion and/or tenure based upon the candidate's record of performance in the areas of teaching, advising, scholarship/research/ creative work and service.

Each candidate is expected to be engaged in a program of work that is sound and productive and that can be expected to continue to develop throughout his or her professional career, consistent

with the needs and mission of the University.

In all instances, excellent intellectual attainment, in accordance with the criteria set forth below, is the standard for reappointment, promotion and/or tenure. Insistence upon this standard for continuing members of the faculty is necessary for the maintenance of quality of the University as an institution dedicated to the discovery, preservation and transmission of knowledge.

i. Teaching and Advising

Effectiveness in teaching is an essential criterion for reappointment, promotion and tenure. The prime indicators of effective teaching include, but are not limited to:

- intellectual competence, integrity and independence.
- evidence of knowledge of the field.
- evidence of a willingness to consider suggestions that emerge from peer review of one's teaching.
- evidence of the ability to work with other faculty members in designing and delivering a curriculum that fosters student learning.
- evidence of the ability to present course materials clearly and effectively.
- evidence of the capacity to structure the course and its assignments in ways that promote student learning.
- evidence of the employment of strategies to assess students' learning and adjust one's teaching in light of the findings of those assessments.
- evidence of an ability to stimulate students' intellectual interest and enthusiasm.

Any additional criteria specified in college, school, unit and department guidelines shall supplement the above list.

Academic advising entails advising students about their program of academic study and is an important part of the mission of the university. It includes assisting them in course and program selection, but it does not include supervising academic work, such as independent study, theses, or dissertations. Interest and skill in the general guidance and academic advising of students will be an important consideration for reappointment, promotion and tenure.

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

(a) Assessments by members of the candidate's department and department chair or equivalent, particularly if based on examination of course materials, team teaching experiences, observations of the candidate's teaching through class visitations, attendance at lectures given by the candidate or on the results of the candidate's teaching in courses prerequisite to those of other department members.

(b) Evaluations of teaching or advising by students, appropriately documented and interpreted, for example through the use of student course evaluations, advising questionnaires, post-graduate surveys, etc. Faculty are required to administer a department or other approved student evaluation of teaching form in their courses.

(c) Development by the candidate of new and effective techniques of instruction or assessment and instructional materials, including textbooks, particularly when evidenced by acceptance at other colleges or universities. This may also include the development and assessment of web-based courses and the effective transfer of current courses to a web-based format.

- (d) Publications by the candidate on the teaching of his or her discipline in respected journals.
- (e) Recognitions and awards for distinguished teaching.
- (f) Evaluations from service-learning partners.
- (g) Evaluation of teaching by a co-instructor.

ii. Scholarship/Research/Creative Activity

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

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

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

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

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

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

If the record of a candidate includes publication of journal articles, it is the responsibility of the department chairperson to document, clearly in the review information regarding the publication and the standards of the journal and its standing in the discipline. If the record of the candidate includes publication of a monograph, it is the responsibility of the department chairperson to document clearly in the review the reviewing policies of the press and to report reviews published subsequent to the appearance of the work. If the record of the candidate includes presentations, invited and/or subject to peer evaluation, it is the responsibility of the department chairperson to document clearly in the review the standards involved.

In cases involving tenure and promotion to Associate or (Full) Professor, the quality and significance of the work must be evaluated by full-time tenured and tenure-track faculty members of the department as well as the department chairperson, or in academic units without chairpersons, the dean. In addition, the department must solicit evaluations from acknowledged scholars and practitioners in the discipline of the candidate at other institutions, nationally or internationally. The materials submitted for external review shall include, within reasonable quantitative limits set by the chair, all those selected by the faculty member. These scholars and practitioners should be at "arm's length" with the candidate and be capable of providing an objective, informed assessment of the candidate's work. Typically the external evaluators will have an academic rank equal to or above the rank of the promotion sought. While the candidate is not entitled to know the names of the external evaluators, faculty members and administrators who are reviewing the candidate's dossier are entitled to such information.

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

An "arm's length" evaluator is a person who is not compromised in his or her ability to provide an objective evaluation of the professional performance and reputation of the individual being evaluated. The following are examples of the professional or personal relationships that are commonly perceived to put in question the objectivity of an external evaluator:

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

Evaluators who are personally known to the candidate are not, per se, excluded from eligibility, nor are persons with whom the faculty member being evaluated may have discussed a project, attended a conference or participated on a professional committee.

External evaluators should be solicited in confidence. The evaluators should be informed as to who will see their letters of evaluation once submitted. In addition to providing the representative selection of the candidate's publications, the chair will provide the outside evaluators with the candidate's c.v. and the RPT guidelines for the school, college, unit or department to aid the reviewer in his/her assessment of the candidate's work. The faculty member being considered for reappointment, promotion or tenure has the right to see the evaluators' letters but in such a form that the identity of the evaluator will be protected by eliminating all identifying material such as letterheads, names and titles and references.

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

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

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

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

f. Procedures for Reappointment, Promotion and Tenure. Faculty will be evaluated for second reappointment (Assistant Professors only), promotion or tenure in accordance with the following procedures:

i. The Faculty Member: In preparing his or her dossier for second reappointment, promotion or tenure review, the faculty member shall be responsible for preparing a self-evaluation and the curriculum vitae, which shall address his or her work in the performance areas of teaching, advising, scholarship/research/creative work and service.

ii. The Department Chairperson: In academic units without department chairs, the dean may designate another administrator with faculty status to fulfill the department chair responsibilities outlined below. In such instances the dean will provide the customary second level of review within the unit. Appointment of a designee is not required, however, and in those cases where no designee is appointed, the dean will serve as the only level of administrative review within the unit.

The department chairperson/dean's designee, shall be responsible for reviewing the dossier for completeness and completing a chair's statement. He/she shall also insert in the dossier letters by the Faculty Standards Committee ("FSC") and dean from the most recent review for RPT, as well as letters from the Professional Standards Committee ("PSC") and Provost, if such exist.

The chairperson/dean's designee is required to seek the input of the applicable administrator of any secondary units, as described in Section 2 of this Article, and the departmental/unit faculty, subject to the following limitations:

- All departmental/unit faculty may read and comment on the dossier. However, in all tenure or promotion/tenure cases, only department tenured faculty may vote on such recommendations.
- In all other promotion cases – whether tenure-track or non-tenure-track – only those department faculty who hold the same or higher rank than that being sought by the candidate may vote on the promotion recommendation. However, a department may allow Associate Professors to vote on promotion to Professor if indicated in its RPT

guidelines and procedures. Whether tenure-track or not, Professors may vote on any such case; Associate Professors may vote on promotion to Associate Professor or Senior Lecturer; and Assistant Professors and Senior Lecturers may vote on promotion to Senior Lecturers.

- In cases where there are an insufficient number of faculty evaluators who meet these standards, the department may utilize faculty from other cognate departments who do meet these standards.

Prior to review by departmental/unit faculty the dossier is deemed to be "closed." As such, material in the dossier will be neither removed nor replaced as the dossier progresses through the various levels of review. Additional material may only be added to a "closed" dossier according to the guidelines referred to in Section 5.f.(vi) below.

Following consultation with departmental/unit faculty as described above, the chairperson/dean's designee shall make a determination on the proposed personnel action under review and prepare a chair's statement. His/her statement shall be in the form of a written assessment of the candidate's record, which will include narrative evaluation of the candidate's teaching, advising, scholarship/research/creative work and service and will measure the candidate's performance against any departmental, school or college RPT guidelines, where such exist, taking into account the nature of the type of RPT action involved. The chair/dean's designee should also address any circumstances of the appointment (*e.g.* significant administrative responsibilities) that warrant consideration in assessing the faculty member's academic contributions. The chairperson's statement should also include a faithful summary of the advice received, both favorable and unfavorable, from faculty concerning the candidate's record in the areas of teaching, advising, scholarship/research/creative work and service together with a numeric, anonymous tally of the department vote. In cases where the department includes multiple disciplines commonly recognized within academe, the chair shall separately summarize the views of faculty in the discipline of the faculty member under review. The chair shall prepare a faithful summary of the external evaluators' comments, both favorable and unfavorable. The chair's statement will also indicate the materials that were provided to the outside evaluators, as well as the basis for selecting those evaluators and a description of their qualifications and relationship to the candidate.

A faculty member shall be provided a copy of the chair's written statement and may add a written rebuttal to the file within seven (7) days from the date the statement was delivered either by email or by e-mail and by hand. At this time, the faculty member may also write a rebuttal to any comments made by outside evaluators about his or her research.

A faculty member may elect to withdraw his or her request for RPT action within fifteen (15) days of receipt of the chair's statement. Such a decision shall be communicated in writing to the department chair and dean. In academic units without department chairs, the dean shall serve as the first level of administrative review unless the dean has appointed a designee to serve as the first level of review.

iii. The Dean: In the case of both favorable and unfavorable RPT recommendations by a chair/dean's designee, the dean of the college or school shall review the candidate's dossier for RPT, unless the candidate elects to withdraw in writing his or her candidacy for second reappointment, promotion or tenure, in which case no further review shall be done. The Faculty Standards Committee ("FSC") of the college or school shall also review the candidate for RPT,

employing approved RPT criteria. The FSC will assess the candidate's record and make a written recommendation to the dean on the proposed personnel action under review, which will include the numerical anonymous vote of the Committee. Following review of the FSC's assessment and recommendation, the dean will issue a written assessment and recommendation employing approved RPT criteria regarding the personnel action under review, which shall be included in the dossier. The faculty member shall receive from the dean a copy of the FSC's and the dean's written assessments and may add a written rebuttal to the file within ten (10) days of the date the letter was delivered either by email or by email and hand. Except in cases where the dean's decision is the final University action, a faculty member may elect to withdraw his or her request for RPT action within fifteen days of receipt of the dean's assessment. The faculty member shall communicate his/her decision to withdraw the file in writing to the department chair and dean.

iv. The Provost: In the case of both favorable and unfavorable RPT recommendations of the dean, for RPT actions that require University-level review, the candidate's dossier will be forwarded to the Provost's office for review. The Professional Standards Committee ("PSC") of the Senate shall also review the candidate for RPT, employing approved RPT criteria. The PSC will assess the candidate's record and make a written recommendation, including the numerical anonymous vote of the Committee, to the Provost on the proposed personnel action under review. The Provost may, as he or she deems appropriate, seek further consultation with the chair and/or dean about the candidate; however, the Provost shall be under no obligation to do so. The Provost shall issue a written determination with respect to the RPT action following review of the dossier and the PSC's assessment and recommendation. The Provost's decision shall be final and shall constitute the final action of the University except in cases where the dean's decision is the final University action. In tenure cases, if the Provost's decision is in favor of tenure, tenure shall become effective at the start of the subsequent academic year.

v. The Provost shall automatically review any negative decision regarding the first reappointment of a tenure-track faculty member.

vi. Throughout this process, the faculty member may append additional material to his/her dossier only under the following guidelines:

- The only "additional material" that may be submitted is an update on a change in status or achievement relevant to documents already submitted or referred to in the dossier, such as an article accepted for publication that is referred to as under review, or a grant being funded. Such material may only be submitted prior to March 15, the time that the Provost initiates review.
- Material that provides evidence to support a claim in the rebuttal and that was not submitted in the original dossier may be attached to and submitted with the rebuttal.
- Additional submissions and rebuttals will be added as identified attachments to the dossier, such as a tab or site labeled "rebuttal" or "additions." The main dossier, once submitted, may not be changed.

14.6

RPT Timetable for Tenure-Track and Tenured Faculty. The Provost has the authority to set the specific schedule for RPT decisions for each academic year, except for decisions pertaining to

tenure-track Assistant Professors in the second year of their first (three-year) appointment, in which case the authority to set the schedule rests with the dean. The dates below are meant to provide a general timetable, and it is understood that it is listed as a guide only for the participants in the process.

September: Provost's Office distributes the RPT schedule for the coming academic year.

By October 30: Deans forward to the Provost's Office the names of those faculty being considered for second appointment, promotion and/or tenure in the academic year.

By November 30: Department Chairs submit completed RPT dossiers to the dean. Exact schedules shall be determined by each college/school to allow time for review by college/school standards committee.

By December 15: Deans send notices of appointment or non-reappointment to tenure-track Instructors and Associate Professors in their second year of service

By January 15: Deans forward candidates' dossiers and their recommendations to the Provost's Office.

By March 1: Deans send notice of appointment or non-reappointment to tenure-track Instructors in their first year of service.

By March 15: Review of candidates' dossiers by Professional Standards Committee are completed.

By April 15: Chairs submit written annual performance review assessments to the dean for tenure-track faculty in their first year of service.

By April 25: Provost's RPT decisions communicated to deans.

By May 1: Deans send notice to faculty of promotion and tenure decisions for the following academic year and of second reappointment decisions for Associate Professors in their third year of service.

14.7

Notice of non-reappointment of a tenure-track Instructor, Assistant Professor, or Associate Professor shall be provided in writing by the Dean to the faculty member. The following schedule of notification shall be based upon consecutive years of uninterrupted service as a tenure-track faculty member at the University:

- a. Not later than March 1 of the first academic year of service if the appointment expires at the end of that appointment year or, if a one-year appointment expires during an academic year, at least three (3) months before its expiration.
- b. By December 15 of the second academic year if the appointment expires at the end of that appointment year or, if an initial two-year appointment expires during an academic year, at least six (6) months before its expiration.
- c. At least twelve (12) months before the expiration of an appointment after two (2) or more years in the institution.
- d. These notice periods do not apply to terminations for cause or retrenchment terminations.

14.8

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

14.9

A faculty member who is denied reappointment, promotion or tenure shall not have the right to grieve any of the individual recommendations in the process but instead shall only have the right to grieve the final action of the Provost (or dean or director in cases where the dean or director is the final level of administrative review) and only on the following alleged grounds:

- a. procedural violations in the review process that materially and adversely affected the outcome of the case;
- b. violations of the Anti-Discrimination Article of the Agreement occurred;
- c. violation of the candidate's Academic Freedom as defined in this Agreement occurred;
- d. the decision was arbitrary or capricious and/or;
- e. decision was in violation of Constitutional rights of the faculty member.

14.10

Appointments and Evaluations: Non-Tenure Track Faculty

a. Schedule of Reappointment Reviews for Non-Tenure Track Faculty

If a non-tenure track faculty member is seeking reappointment he or she shall be reviewed for reappointment prior to the expiration of his or her appointment according to the notice periods outlined in section 11 of this article. Reappointment reviews shall be completed by the department chair/dean's designee ("pink sheet" review) or by the department and college/school/ unit ("blue sheet" review).

Notwithstanding the above, Senior Lecturers and all Clinical, Extension or Research faculty members must have at least one review ("blue sheet" review) up to and including the dean's level every four (4) years. Such review may be extended to the 5th or 6th year in order to coincide with the expiration of a faculty member's appointment.

In the year in which a non-tenure track faculty member applies for promotion, a formal review ("green sheet" review) shall take place at the department, college/school/unit and University level. Further, a review of the promotion dossier for reappointment of the candidate will simultaneously occur and take place at the department and college/school/unit level. If a negative reappointment decision is made, the promotion process will terminate at the college/school/unit level.

b. Instructional Faculty

i. Lecturer and Senior Lecturer. A Lecturer will initially be appointed for a term of one year and may be reappointed in the University's sole discretion for an additional term of one year. At the conclusion of two (2) years of consecutive service at the University as a bargaining unit Lecturer, or as a Visiting faculty member, or a combination of years thereof in such ranks, if the University in its discretion decides to reappoint the Lecturer, the University will appoint the Lecturer to a term contract of two (2) years. Any further Lecturer appointments shall also be for two (2) years.

A decision not to offer another appointment to a Lecturer shall not be grievable except as otherwise provided in Section 13 of this Article.

The Lecturer will initially be eligible to be considered for the rank of Senior Lecturer at the start

of his or her sixth year (within the most recent eight year period) of full-time (75% or more) service at the University as a bargaining unit Lecturer, or as a Visiting faculty member who served in an instructional capacity, or combination of years thereof in such ranks.

Any time spent on a University-approved leave of a semester or more shall mean that the academic year in which the leave was taken shall not count toward the eight-year period referred to above.

An applicant who receives an adverse decision regarding promotion nonetheless remains eligible for consideration for additional reappointments as a Lecturer and he or she may reapply for promotion following an additional period of two (2) consecutive years of employment as a bargaining unit Lecturer.

A Lecturer or Visiting faculty member who is promoted to the position of Senior Lecturer will initially receive a two-, three- or four-year term of appointment. Senior Lecturers shall be reappointed to terms of three (3), four (4), or five (5) years assuming satisfactory evaluation and continued need. The length of the Senior Lecturer appointment and reappointment will be based on the needs of the department as assessed by the chair and dean taking into account budgetary, enrollment and programmatic considerations for the school or college.

The Provost may also appoint faculty new to the University to the rank of Senior Lecturer with a two-, three- or four-year appointment following discussion and consultation with the department or academic unit involved.

ii. Clinical faculty

Clinical Instructors will receive a one year contract that is renewable annually. The rank of Clinical Instructor is intended for faculty who presently lack a terminal degree. In no case shall a faculty member with a terminal degree in his or her field be appointed at the rank of instructor. However, conversion to the rank of Clinical Assistant Professor will occur when the requirements for the terminal degree have been satisfied.

Clinical Assistant Professor. A Clinical Assistant Professor will be appointed for an initial two-year appointment and may be reappointed for additional periods of two (2) years.

Clinical Associate Professor. A Clinical Associate Professor will be appointed for an initial appointment of four (4) years and may be reappointed for additional periods of four (4) years.

Clinical Professor. A Clinical Professor will be appointed for an initial appointment of six (6) years and may be reappointed for additional periods of six (6) years.

iii. Visiting Appointments. A Visiting faculty member is normally someone who holds an appointment at another institution but has been given a temporary appointment to teach and/or conduct research at the University. A faculty member may be appointed as a Visiting faculty member for an initial period of up to two (2) years, the length of such appointment being within the sole discretion of the University. Such a Visiting faculty member shall not be a member of the bargaining unit unless previously employed by the University.

Faculty members shall not serve in visiting appointments for more than two (2) years.

iv. Evaluation Criteria

(a) Lecturers shall be evaluated on the basis of their teaching, advising, service and research related to teaching following the criteria described in Section 5.e of this Article, commensurate with their assignment distributions towards such endeavors, as set forth in the Annual Workload Plan.

(b) Decisions regarding promotion to the rank of Senior Lecturer, and reappointments of Senior Lecturers, will be based upon an assessment of the performance of the applicant over the previous qualifying five (5) years (for initial promotion) or over the previous Senior Lecturer appointment (for reappointment as a Senior Lecturer). At all levels of review, evaluations will be based upon consideration of whether the applicant has met, relative to areas of assignment and commensurate with teaching, advising and service assignment distributions as set forth in the Annual Workload Plan, the same standards applicable to tenure-track faculty as outlined in Section 5.e of this Article and which may be elaborated upon in department and school or college RPT and annual performance guidelines.

(c) Faculty holding the ranks of Clinical Instructor, Clinical Assistant Professor, Clinical Associate Professor and Clinical Professor shall be evaluated for reappointment and/or promotion based upon the candidate's record of performance in the assigned areas of teaching, advising, scholarship/ research /creative work and service following the criteria described in Section 5.e of this Article, commensurate with assignment distributions towards such endeavors, as set forth in the Annual Workload Plan. In evaluating the candidate's performance in these areas, reasonable flexibility shall be exercised, balancing, where the case requires, heavier assignments and responsibilities in one area against lighter assignments and responsibilities in another.

v. Procedures in Matters of Reappointment and Promotion

Procedures described in departmental and college/school/unit RPT guidelines for non-tenure track faculty shall apply to Lecturers, Senior Lecturers and Clinical Faculty of all ranks being reviewed for reappointment.

The procedures described in Section 5.f of this Article shall apply for faculty who are seeking promotion, except that there shall be no external evaluations solicited for Lecturers seeking promotion to Senior Lecturer.

c. Research Faculty.

i. Lengths of Appointments:

All research faculty will initially be appointed for one year and may be reappointed for additional periods as described herein, provided the length of any such appointments or reappointments shall be solely within the discretion of the University. Research faculty of all ranks will have their appointment renewed as outlined below if grant funding remains available and subject to favorable annual performance reviews.

Faculty appointed at the rank of Research Associate will receive a one year contract that is renewable annually.

Faculty promoted to or appointed at the rank of Research Assistant Professor will receive a one-year contract that is renewable annually for an additional year.

Faculty promoted to or appointed at the rank of Research Associate Professor will receive, at least, a one year contract that is renewable annually for an additional year. If the grant/contract funding is guaranteed for two or three years, the principal investigator shall receive a contract of that length to correlate with the secured extramural grant funding awarded.

Faculty promoted to or appointed at the rank of Research Professor will receive, at least, a one year contract that is renewable annually for an additional year. If the grant/contract funding is guaranteed for two or three years, the principal investigator shall receive a contract of that length to correlate with the secured extramural grant funding awarded.

Under exceptional circumstances, deemed by the Provost to be in the interest of the institution, the University reserves the right to establish a longer initial appointment period for research faculty up to a maximum of five (5) years.

Appointments and reappointments for research faculty are contingent upon available 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.

ii. Bridging Support.

In cases where external funding has been terminated, bridge funding for the compensation (salary and/or benefits) of the Research faculty member by the University of up to nine (9) months will be available for the Research faculty member 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 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.

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 would best serve the University.

The following factors shall be considered in evaluating bridging support applications:

- The quality and significance of the researcher's work
- The researcher's past experience in obtaining external support for his or her work
- The researcher's potential for obtaining such support in the future

- 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
- Evidence that the researcher's work is in keeping with unit and institutional priorities and
- A statement by the applicant's dean or director that supports the bridge funding application

The bridging support 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 adjusted upwards at any time at the discretion of the provost.

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.

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

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.

iii. Evaluation Criteria

The criteria described in Section 5.c of this Article shall apply, provided that Research faculty shall be reviewed only relative to the quality of performance in scholarship/research work and other duties as expressly assigned and commensurate with assignment distributions as recorded in the Annual Workload Plan.

iv. Procedure for Annual Review, Reappointment and Promotion

(a) Procedures described in departmental, college/school/unit RPT guidelines for non-tenure track faculty shall apply to Research faculty of all ranks when being reviewed for reappointment.

The procedures described in Section 5.f. of this Article, including external evaluation, shall apply to Research faculty who are seeking promotion.

(b) Research faculty are not eligible for tenure. If a Research faculty member is subsequently appointed in a tenure-track position, and has prior service at the University, part or all of such prior service may be included as part of the probationary period. This credit must be approved by the Provost in his or her discretion prior to the initial offer of appointment upon the recommendation of the dean of the college or school and stated in the letter of appointment for the tenure-track position.

d. Extension Faculty. All Extension faculty will initially be appointed for a one year term and may be reappointed for additional periods as described herein provided the length of any such reappointment shall be solely within the discretion of the University. In all instances, Extension faculty of all ranks' reappointments are subject to favorable annual performance reviews, funding availability and continued need for their work.

i. Types of Appointments:

The position of Extension Instructor is intended for faculty whom the unit plans to hire as an Extension Assistant Professor but who has yet to complete all his/her graduate degree requirements as specified in the letter of appointment. However, conversion to the rank of Extension Assistant Professor will occur when the requirements for the graduate degree have been satisfied. An Instructor will receive an initial appointment for one year, and may be reappointed to the rank of Extension Instructor for one additional year.

Extension faculty promoted to, or reappointed at, the rank of Extension Assistant Professor will receive an appointment for up to two (2) additional years.

Extension faculty promoted to, or reappointed at, the rank of Extension Associate Professor will receive an appointment for up to two (2) additional years.

Extension faculty promoted to, or reappointed at, the rank of Extension Professor will receive an appointment for up to three (3) additional years.

ii. An eligible Extension faculty member who converted the general fund/experiment station portion of his/her appointment to a tenured position, under provisions set forth in the collective bargaining agreements between the UA and UVM (full time faculty unit) in effect from February 6, 2003 and June 30, 2008, shall remain in the full time faculty bargaining unit until he or she is fully retired regardless of such faculty member's FTE during that period.

iii. Evaluation Criteria. Extension faculty shall be evaluated for reappointment or promotion

based upon the candidate's record of performance in the areas of teaching and advising, scholarship/research/creative work and service.

In evaluating the performance of the faculty member with respect to these criteria, reasonable flexibility should be exercised, balancing, where the case requires, heavier assignments and responsibilities in an area against lighter assignments and responsibilities in another. Each faculty member is expected to engage in a program of work that is sound and productive, and which continues to develop throughout his or her professional career, consistent with the needs and mission of the University.

(a) Specific Criteria.

(i) Teaching

Effectiveness in teaching is an essential criterion for reappointment, promotion and tenure. The prime indicators for effective teaching include, but are not limited to:

- intellectual competence, integrity and independence.
- evidence of knowledge of the field,
- a willingness and capacity to grow in the field.
- evidence of a willingness to consider suggestions that emerge from peer review of teaching.
- evidence of the ability to work with other faculty members in designing and delivering a curriculum that fosters student learning.
- evidence of the ability to present course materials clearly and effectively.
- evidence of the capacity to structure the course and its assignments in ways that promote student learning.
- evidence of the employment of strategies to assess students' learning and adjust one's teaching in light of the findings of those assessments.
- evidence of an ability to stimulate clientele's intellectual interest and enthusiasm.

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

- summaries of information that accurately and clearly articulate relevant needs and concerns of clientele groups.
- summaries of programs, workshops or courses conducted, including compiled student and/or audience (client) evaluations, actual number reached, teaching or advising methods used to assess needs and reach targeted audience and written comments by participants reflecting teaching effectiveness.
- documentation of the impact of contributions on program, workshop or course participants, such as enhanced understanding and retention of information, behavioral changes and successes.
- follow-up evaluations, letters from peers, clients, outside professionals, editors, and others addressing the effectiveness of the program development, teaching and media use and the value of the work performed.

When documenting evidence of accomplishment resulting from a team collaboration and/or taking on an educational leadership role, the Extension faculty member should: (1) explain the significance of the team accomplishment and provide data on individual contribution to the effort; (2) identify collaborators, within the University and outside that contributed to the effort; and (3) provide reports that describe the impact of Extension programming on the quality of lives of Vermonters. Accomplishments and elaboration of a team effort should only be reported

when the faculty member's contribution is substantial and documented.

(ii) Scholarship, Research and Creative Activities

Substantial and sustained scholarship/research/creative activity of high quality is an essential criterion for reappointment and promotion. Each faculty member is expected to engage continuously and effectively in creative professional activities of high quality and significance. Research should be documented and evaluated by peers both within and outside of the University as to its quality and relevant contribution to the state, region, nation or world.

If the record of a candidate includes publication of journal articles, it is the responsibility of the department/regional chair to address clearly in the review process information regarding the publication and to ascertain the standards of the journal and its standing in the discipline. If the record of the candidate includes presentations, invited and/or subject to peer evaluation, it is the responsibility of the chair to address clearly in the review process the standards or prestige involved.

In cases involving promotion to Associate or (Full) Professor, the quality and significance of the work must be evaluated by department faculty as well as the department/regional chairperson. In addition, promotion to the rank of Extension Associate Professor or Professor requires the candidate to demonstrate the competence in their discipline validated by external reviewers while promotion to the rank of Extension Professor requires validation via external review evaluations from acknowledged national or international scholars and practitioners in the discipline of the candidate.

External evaluators will be selected according to procedures outlined in Section 5.e.ii. of this Article and in department/college/school/unit promotion guidelines.

When evaluating the significance of an Extension faculty member's scholarship, the following guidelines should be used:

- (1) impact and quality of the work in an assigned area of responsibility as evidenced by letters and/or program evaluations from peers and clientele addressing the faculty member's expertise and scholarship and reports documenting impact of his or her work;
- (2) breadth, value and originality of the work as evidenced by original or creatively revised curricula and educational materials and participation in research projects aimed at solving defined problems;
- (3) pertinence of the activity or scholarly effort in identifying and solving problems as evidenced by data documenting change and/or participation in the design and execution of applied research;
- (4) acquisition of external funding for programs or applied research, and patents;
- (5) consistency in publishing or presenting results, writings, and reports to peers and colleagues over a period of years as evidenced by journal articles, book chapters, extension and research publications, multimedia materials and other reports and documents as well as significant writing for newspapers and business, industry, agency and community publications;
- (6) peer-reviewed or significant, scholarly contributions to relevant journals and association publications;
- (7) contributions to mass media, including newspaper and magazine articles, television programs, and radio broadcasts; and
- (8) type and number of honors and awards earned including presentations or lectures made to peer groups as an invited speaker, at professional meetings and in other public forums, and

(9) the objective, informed assessment of the “arm’s length” evaluators.

(iii) Community/University Service Activities

Recognition should be given to faculty who participate in, and contribute significantly to, faculty governance and policy making through department, Extension, University committees, and/or the Union. An Extension faculty member should play a vital role in faculty committees and take part, as a faculty member, in activities that may include participation in programs on discrimination and harassment awareness, community and/or campus efforts to promote multicultural diversity and in the promotion of affirmative action.

Contributions of an Extension faculty member’s disciplinary expertise to the State of Vermont and its communities through participating in committees, boards, and commissions, and leadership or advising of a relevant community organization, civic group, public agency or public agency official, are considered to be service. Activities identified as service should fulfill a professional or educational role in the community.

Active involvement in professional organizations and societies is recognized as service, particularly when effectively carrying out leadership responsibilities, contributing to publications or serving on the editorial board of professional journals.

(iv) Procedure in Matters of Reappointment. Extension faculty members will be reviewed for reappointment under the procedures outlined in Section 10.a of this Article.

Further, procedures as described in approved RPT guidelines pertaining to Extension faculty members shall apply.

(v) Procedure in Matters of Promotion. Recommendations for faculty promotion may be forwarded at any time by an Extension faculty member who believes he or she has met the standards for the proposed rank. Specific procedures to be followed are those outlined and prescribed in Section 5.f. of this Article.

(vi) Extension faculty are not eligible for tenure except as otherwise described in Section 10.f.ii of this Article. If an Extension faculty member is subsequently appointed to a tenure-track position and has prior service at or above the level of Extension instructor at the University or another University, part or all of such prior service may be included as part of the probationary period. This credit must be approved by the Provost in his or her discretion prior to the initial offer of appointment upon the recommendation of the dean of the college or school.

e. Library Faculty. Library faculty will be initially appointed for at least a one-year term beginning with the date of hire.

In all such cases below, the length of such appointments and reappointments shall be solely within the discretion of the University.

i. Type of Appointments

The position of Library Instructor is intended for faculty whom the department plans to hire as a Library Assistant Professor but who presently lacks a terminal degree and may be appointed for one year only. In no case shall a faculty member with a terminal degree in his or her field be appointed at the rank of Instructor. However, conversion to the rank of Library Assistant Professor will occur when the requirements for the terminal degree have been satisfied.

Library faculty initially appointed or promoted to the rank of Library Assistant Professor will be appointed and reappointed for up to two (2) years.

Library faculty appointed or promoted to the rank of Library Associate Professor will be appointed and reappointed for up to four (4) years.

Library faculty appointed or promoted to the rank of Library Professor will be appointed and reappointed for up to six (6) years.

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

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

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

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

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

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

(ii) Scholarship and Creative Activities. Scholarship and creative activities must demonstrate continued excellence in, and significant contribution to, the field of librarianship. Contributions to the professional literature, bibliographic studies of a subject field, or research reports of

library services and operations are evidence of scholarly achievement pursued independently of supervision or direction. Scholarly and creative activities also include but are not limited to presenting at professional conferences, producing reports that provide creative solutions to professional problems and issues and creating data bases or other computer systems. Continuing evidence of studies, investigations or scholarly contributions is expected.

The following guidelines shall be used in judging the significance of the faculty member's activities in this area: (1) impact of the work in the assigned area of responsibility; (2) professional judgment of the value of the work by colleagues in his or her own and related fields; (3) breadth, originality and accuracy of the work; (4) pertinence of the activity in solving problems.

(iii) Service. The same service criteria set forth in Section 5.e of this Article shall apply.

iii. Procedure for Annual Review, Reappointment, and Promotion. Library faculty shall be reviewed for reappointment and promotion in accordance with the following procedures:

(a) Annual Performance Review and Reappointment. The procedures described in the libraries approved RPT and Annual Performance Review Guidelines shall apply, together with the additional procedures described here.

Area administrators and/or department chairpersons shall review annually the performance of each Library faculty member in his or her unit. The findings of that review will be communicated to the faculty member in writing with special emphasis given to areas of needed performance improvement. Before deciding on the recommendations for reappointment, the area administrator or department chairperson shall consult with members of the department and/or other appropriate groups or individuals. Performance appraisal criteria identified in Section 10.g.ii of this Article shall guide this review. The area administrator and/or department chairperson will make a written recommendation on reappointment to the dean of the Libraries. The dean shall make a final decision on reappointment.

(b) Procedures in Matters of Promotion.

Recommendations for promotion may be forwarded at any time a Library faculty member has met the standards for the proposed rank. Library faculty shall be evaluated for promotion according to their own criteria and consistent with the procedures outlined and prescribed in Section 5.f of this Article.

(c) Library faculty are not eligible for continuous tenure. If a Library faculty member is subsequently appointed in a tenure-track position, and has prior service at the University, part or all of such prior service may be included as part of the probationary period. This credit must be approved by the Provost in his or her discretion prior to the initial offer of appointment upon the recommendation of the dean of the college or school.

14.11

Notice of Non-Reappointment, or of Intention Not to Recommend Reappointment.

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

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

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

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

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

c. Lecturers and Senior Lecturers.

i. For the first two appointments as a Lecturer, no further notice shall be required of the expiration of such employment beyond the original appointment letter itself.

ii. Notice of non-reappointments of a Lecturer with more than two (2) years of service shall be no later than March 1 of the year in which the appointment is ending.

iii. A Senior Lecturer shall be notified no later than December 15 of the last year of his or her appointment as to whether or not he or she will be reappointed and, if so, to what length of appointment.

d. Research Faculty. Notice of non-reappointment for any Research faculty member shall be no less than thirty (30) days before the expiration of an appointment.

e. None of the notice periods apply to terminations for cause or retrenchment terminations nor do they apply to terminations of Research faculty due to lack of available grant funds to support the position.

14.12

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

14.13

A decision not to reappoint a Lecturer with less than four (4) years of service as a Lecturer in the bargaining unit shall not be grievable. Lecturers with at least four (4) years of service as a Lecturer in the bargaining unit, and all other non-tenure track faculty members who are denied reappointment or promotion shall not have the right to grieve any of the individual recommendations in the process but instead shall only have the right to grieve the final action of the Provost (or department chair, dean or director in cases where the department chair, dean or director is the final level of administrative review) and only on the following alleged grounds:

- a. procedural violations in the review process that materially and adversely affected the outcome of the case;
- b. violations of the Anti-Discrimination Article of this Agreement;
- c. violation of the candidate's Academic Freedom as defined in this Agreement;
- d. the decision was arbitrary or capricious; and/or
- e. the decision was in violation of Constitutional rights.

ARTICLE 15 - RETRENCHMENT

15.1

The University shall determine the need for and magnitude of any retrenchment of tenured faculty members or other faculty prior to the expiration of their appointments.

15.2

Retrenchment may occur due to institutional financial exigency affecting the University as a whole; academic reorganization or the elimination of departments or other academic units; or for other bona fide academic or programmatic reasons. The University shall consult with the affected academic units as to the need for and magnitude of the retrenchment prior to any final decision.

15.3

Retrenchment Due to Financial Exigency.

- a. A condition of financial exigency shall be declared by the Board of Trustees at such time as the University faces an imminent financial crisis which threatens the survival of the institution as a whole and which cannot be alleviated by less drastic means.

Such a declaration shall be made by the Board of Trustees upon recommendation of the University President. The recommendation of the President shall be made following consultation with the Faculty Senate Executive Council and the Union President, such consultation to be held jointly or separately in the sole discretion of the President. The President's recommendation must include submission to the Board of Trustees of documentation of the financial position of the University, a request for the declaration and reasons therefore, and a plan to address the financial condition of the University. The President shall notify the Union President immediately subsequent to making a recommendation of such declaration to the Board of Trustees.

The further provisions of this Article shall apply in the event the Board of Trustees accepts the recommendation of the University President and declares a condition of financial exigency that requires (1) closure of the institution; or (2) termination of faculty appointments, whether as a result of unit or academic program elimination or individualized staffing reductions.

- b. Proposals to eliminate academic units or programs shall proceed in accordance with the University protocols and procedures for review of such proposals, provided that the review process therein specified shall, following a declaration of financial exigency, be completed in accordance with a timetable established by the Provost following consultation with the Faculty Senate and not to exceed six (6) months.

- c. If the course of action adopted by the Board of Trustees requires termination of faculty appointments, under the direction of the President or his or her designee, a staffing plan will be developed in coordination with affected college or school or division deans, directors and chairs, to address such personnel actions. Staffing plans may include proposals for reductions in FTE (e.g. reduced workload and reduced salary), temporary or permanent reassignments within the institution or other options that may obviate or lessen the need for faculty terminations.

The following criteria shall apply to the identification of faculty members whose termination is to be effected:

i. In all cases requiring termination of faculty members, primary consideration shall be given to the University's responsibility to offer academic programs consistent with its institutional mission and established strategic priorities. Except for compelling and bona fide reasons relating to academic and program needs, appointment terminations will be made within academic units in conformance with the following order of priority:

(a) part-time faculty (*i.e.* less than .75 FTE) in an affected program;

(b) non-tenure track faculty members in an affected program in reverse order of rank, and within each rank, in reverse order of seniority or credited professional service;

(c) non-tenured, tenure-track faculty in an affected program in reverse order of rank, and within each rank, in reverse order of seniority or credited professional service;

(d) tenured faculty in an affected program in reverse order of rank, and within each rank, in reverse order of seniority or credited professional service.

ii. In any case in which the order of termination is based on other than seniority, the dean will provide in writing to the Union the reasons for this decision.

d. Affected faculty will receive written notice of termination from their dean or decanal equivalent. Faculty shall not have a right to grieve the merits of a Board of Trustees' decision to declare a condition of financial exigency or the Presidential recommendation that such a declaration be made. A termination decision under this Article may be grieved solely on the grounds that it is arbitrary or capricious in light of the criteria specified in Section 3.c.i or 3.c.ii of this Article; made in violation of academic freedom; or violative of Constitutional or statutory rights of the faculty member.

e. The following standards of final notice or severance salary in lieu thereof shall apply to all cases of appointment termination because of financial exigency: for faculty in the first year of service, a minimum of three (3) months notice or equivalent salary and benefits in lieu of notice if given after March 1; for faculty in the second or third year of consecutive service, a minimum of six (6) months' notice or equivalent salary and benefits in lieu of notice if given by December 15, or salary and benefits equivalent to one (1) year's notice if notice is given after December 15; for faculty in the fourth year of consecutive service, and in the case of tenured appointments, a minimum of twelve (12) month's notice or equivalent salary and benefits in lieu of notice. Compensation payable under this section shall be made on the same schedule as the faculty member's regular payment schedule.

f. If, because of a condition of financial exigency, the University terminates the appointments of faculty members, it will not at the same time make new appointments to the departments or programs in which such terminations occurred except where a serious distortion in a department or program would otherwise result. In all cases of termination because of financial exigency, the positions of faculty members terminated under this Article will not be filled by a replacement within a period of thirty (30) months from the effective date of termination, subject to the recall rights provided in this Article.

g. During the thirty (30) months period from the effective date of the termination, the terminated faculty member shall be offered employment in the same position should the position be restored. A terminated faculty member shall also be offered, on the basis of seniority and qualifications, a

right of first refusal relative to appointment to a faculty vacancy within the department for a period of thirty (30) months from the effective date of termination. Any faculty member so recalled shall have thirty (30) days in which to accept such an offer. Both the offer of re-employment and its acceptance or rejection shall be made by registered or certified mail. It is the responsibility of the faculty member to notify the University in the event of a change of address.

A faculty member reinstated under this section to his or her same position shall be appointed at no less than the salary, rank and appointment status associated with the appointment from which termination occurred as of the effective date of such termination, along with all other rights and privileges otherwise available to similarly situated faculty whose appointments were not terminated. A faculty member re-employed into a different faculty position from that originally held shall be offered a salary, rank and appointment status appropriate to the position, together with all other associated rights and privileges of the employment. In cases of reinstatement or reemployment to faculty positions, previous years of bargaining unit service shall count towards eligibility for sabbaticals and professional leaves, retirement benefits and may, as appropriate, count towards promotion and tenure eligibility. Such eligibility will be determined by the Provost in consultation with the dean.

If the faculty member was enrolled in a health insurance program at the time of layoff, he or she shall be entitled to purchase health insurance benefits during the thirty (30) month recall period at the Consolidated Omnibus Budget Reconciliation Act (COBRA) group rate in effect for the bargaining unit and for the time period for which the COBRA provides.

h. It is the responsibility of the President to monitor closely the financial status of the University during a period of financial exigency. The President shall periodically report on the matter to the Faculty Senate. At such time as the President determines that the condition of financial exigency no longer exists, the President shall recommend to the Board of Trustees that a declaration of cessation of the state of financial exigency be issued.

15.4

Retrenchment Due to Reasons Other than Financial Exigency.

a. Faculty members may also be retrenched due to academic reorganization or the elimination of departments or other academic units or other bona fide academic or programmatic reasons that do not follow a declaration of financial exigency. In such cases, the University shall follow all protocol or procedures for program review or alteration or termination of academic units that may be adopted and in effect pursuant to customary governance or otherwise applicable institutional requirements.

Prior to terminating faculty for reasons other than financial exigency, the University will consider reasonable alternatives including reductions in FTE (e.g. reduced workload and reduced salary), temporary or permanent reassignments within the institution, and other options that may obviate or lessen the need for faculty terminations.

The following criteria shall apply to the identification of faculty whose termination is to be effected:

i. In all cases requiring termination of faculty, primary consideration shall be given to the University's responsibility to offer academic programs consistent with its institutional mission and established strategic priorities. Except for compelling and bona fide reasons relating to academic

and program needs, appointment terminations will be made within academic units in conformance with the following order of priority:

(a) part time faculty (*i.e.* less than .75 FTE) in an affected program;

(b) non-tenure track faculty members in an affected program in reverse order of rank, and within each rank, in reverse order of seniority or credited professional service;

(c) non-tenured, tenure-track faculty in an affected program in reverse order of rank, and within each rank, in reverse order of seniority or credited professional service;

(d) tenured faculty in an affected program in reverse order of rank, and within each rank, in reverse order of seniority or credited professional service.

ii. In any case in which the order of termination is based on other than seniority, the dean will provide in writing to the Union the reasons for this decision.

b. In cases where faculty are retrenched under Section 4 of this Article, affected faculty will receive written notice of termination from their dean or decanal equivalent. Such notice will include the rationale upon which the individual termination decision is based and the effective date of the termination. Faculty shall not have a right to grieve the merits of a University decision to reorganize or to eliminate departments or other academic units nor shall faculty have the right to challenge the strategic or programmatic reasons that led to the retrenchment. A termination decision under this Article may be grieved solely on the grounds that it is arbitrary or capricious in light of the criteria specified in Section 4.a.i or 4.a.ii of this Article; was made in violation of academic freedom; or was violative of Constitutional or statutory rights of the faculty member.

c. The following standards of final notice or severance salary in lieu thereof shall apply to all cases of appointment termination because of reasons other than financial exigency: for faculty in the first year of service, a minimum of three (3) months notice or equivalent salary and benefits in lieu of notice if given after March 1 for faculty in the second or third year of consecutive service, a minimum of six (6) months' notice or equivalent salary and benefits in lieu of notice if given by December 15, or salary and benefits equivalent to one (1) year's notice if notice is given after December 15; for faculty in the fourth year of consecutive service, and in the case of tenured appointments, a minimum of twelve (12) months' notice or equivalent salary and benefits in lieu of notice.

Compensation payable under this section shall be made on the same schedule as the faculty member's regular payment schedule.

d. If the University terminates the appointments of faculty, it will not at the same time make new appointments to the departments or programs in which such terminations occurred except where a serious distortion in a department or program would otherwise result. In all cases of termination, faculty positions terminated under this Article will not be filled by a replacement within a period of thirty (30) months from the effective date of termination, subject to the recall rights provided in this Article.

e.

i. During the thirty (30) month period from the effective date of the termination, the terminated

faculty member shall be offered employment in the same position should the position be restored. A terminated faculty member shall also be offered, on the basis of seniority and qualifications, a right of first refusal relative to appointment to a faculty vacancy within the department for a period of thirty (30) months from the effective date of termination. Any faculty member so recalled shall have thirty (30) days in which to accept such an offer. Both the offer of re-employment and its acceptance or rejection shall be made by registered or certified mail. It is the responsibility of the faculty member to notify the University in the event of a change of address.

ii. A faculty member reinstated under this section to his or her same position shall be appointed at no less than the salary, rank and appointment status associated with the appointment from which termination occurred as of the effective date of such termination, along with all other rights and privileges otherwise available to similarly situated faculty whose appointments were not terminated. A faculty member re-employed into a different position from that originally held shall be offered a salary, rank and appointment status appropriate to the position, together with all other associated rights and privileges of the employment. In cases of reinstatement or re-employment to faculty positions, previous years of bargaining unit service shall count towards eligibility for sabbaticals and professional leaves, retirement benefits and may, as appropriate, count towards promotion and tenure eligibility. Such eligibility will be determined by the Provost in consultation with the dean.

iii. If the faculty member was enrolled in a health insurance program at the time of layoff, he or she shall be entitled to purchase health insurance benefits during the recall period at the COBRA group rate in effect for the bargaining unit and for the time period for which the COBRA provides.

iv. A faculty member who has received notice of retrenchment under Section 4 of this Article shall be entitled during his or her period of notice up to \$1000 for reimbursement for fees assessed and expended by professional placement or occupational counseling services or other transitional costs.

ARTICLE 16 - FACULTY WORKLOAD AND RESPONSIBILITIES

16.1

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. The department chairperson, or where there is no chair, the dean or designee of each unit, will annually establish and maintain a written record of work expectations for each faculty member after consultation with the faculty member. Such consultation will normally take place in the spring semester for the following academic year and will include a discussion of schedule as well as workload expectations. The faculty member is free to present his or her preferences regarding work expectations and assignments prior to or at such meeting. Nothing shall preclude a department chair from modifying the work expectations or schedules as may be necessary prior to or during the academic year or its equivalent provided he or she first discusses such changes with the faculty member, and provided the changes are not arbitrary or capricious. In addition the faculty member may request to adjust the workload agreement at any time; such requested changes will go into effect provided the chair and the dean approve. The faculty member and dean will receive a copy of this written record of work expectations, and any modification of such work expectations.

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 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 paragraph 2 of this Section. Such a grievance may be filed at Step Two of the grievance procedure of this Agreement, or, in units in which there is no chair, the grievance may be filed at Step Three.

16.3

a. Nine-month faculty who serve on academic year appointments must be available for work assignments no later than one week before the beginning of 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. Nothing in this section shall preclude individual arrangements mutually agreed upon in writing between the faculty member, the chairperson and the dean under which the academic year appointment may be satisfied by different calendar expectations, such as some of the work being performed during the summer.

b. Faculty who serve on ten-month contracts normally begin their appointments at the same time as nine-month faculty and end their appointments one month later than nine-month faculty. Ten month faculty must be available for work assignments at any time during the appointment period, except for official University holidays and the time from December 23 to January 2. Nothing in this section shall preclude individual arrangements mutually agreed upon in writing among the faculty member, the chair and the dean under which the appointment will be satisfied by different calendar expectations, such as some of the work being performed during the summer.

c. For nine- or ten-month appointments that do not follow the traditional academic year, the schedule of payment of compensation shall correspond with any such calendar expectations.

d. 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 faculty on a twelve-month appointment is specified in Article 20, Benefits.

16.4

The general workload responsibilities of tenured and tenure-track faculty shall include teaching,

advising, research/ scholarship/creative activity and service requirements, commensurate with appropriate FTE allocations towards such endeavors, as agreed to in the annual record of work expectations.

In assigning work to probationary tenure-track faculty, the department chairperson, with the approval of the dean, will provide a lesser teaching load or some other workload accommodation by the fourth year of service to allow the faculty member to devote more time to research/scholarship activity/creative activity in preparation for his or her tenure review. It is recognized that such accommodations will vary between and within departments, colleges and schools. The scheduling and scope of any such accommodation shall be at the discretion of the dean and shall not be grievable except as follows:

a) a faculty member who is denied release may grieve such denial.

b) a tenure track faculty member may grieve if the scope of the accommodation provided under this article is substantially dissimilar to others within the department or school in the time the faculty member can devote to research/scholarship/creative activity.

The general workload responsibilities of Lecturers and Senior Lecturers shall include teaching and may include advising, service and research related to teaching, commensurate with appropriate FTE allocations towards such endeavors, as agreed to in the annual record of work expectations.

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

16.5

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, musical performances and juried artistic exhibitions; 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.

16.6

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 Workload Plan. Typical duties include but are not limited to: preparing course materials, publications, newsletters, articles, radio, computer and television programs; facilitating 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.

Extension faculty will be assigned work by their supervisors subject to the approval of the Extension Director. Extension faculty are expected to coordinate their availability for assignments with their supervisors, subject to the approval of the Extension Director.

16.7

The general responsibilities of the Library faculty 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. The percentage of effort required in the three areas of educational mission, scholarship and creative activities, and service will be indicated in the workload plan.

Library faculty will be assigned work by their supervisors five (5) days a week and will be expected to work in accordance with a schedule established by their supervisors, subject to the approval of the dean. Library faculty will serve on twelve-month appointments and, except for University holidays and approved vacations, are expected to be available for assignments during that entire period. 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.

Library faculty shall not be required to work desk shifts on more than five (5) consecutive days. Library faculty who work on a University holiday shall be entitled to compensatory time equal to one-and-a-half the number of hours worked. The faculty member may schedule with his or her supervisor when this compensatory time may be taken.

Required weekday evening work shall not exceed more than once a week, and required weekend work shall not exceed four (4) days during each of the Fall and Spring semesters, nor shall it exceed eleven (11) days in a calendar year. While not required, Library faculty may agree to work more evenings and weekends than these limited numbers.

16.8

All teaching faculty are expected to make themselves available to students on a basis commensurate with the faculty member's teaching and advising assignments. Teaching faculty are expected to maintain office hours reasonably convenient to students and to communicate these times to students in addition to alternative arrangements.

16.9

All faculty members are generally expected to participate in traditional academic exercises and functions such as Commencement, Convocations, honors days and student orientations.

16.10

All faculty new to the bargaining unit will be required to attend New Faculty Orientation customarily held at the start of the Fall semester, in addition to attending an employee benefits briefing, upon commencement of University employment. Faculty are required to attend periodic training sessions on topics of significant relevance to their professional and legal obligations.

16.11

Workload may also include but is not limited to:

- supervision of internships
- supervision of dissertations and theses
- supervision of honors projects
- supervision of independent study programs
- supervision of field work

- direction of labs
- supervision of externally funded research projects
- development/advancement activities
- pursuing federal, state and private grants and other external funding sources

In the interest of responsible University citizenship on campus, it is understood that there are acts of reciprocity that will arise in a given year that may not be explicitly listed on Annual Workload Plans but that can be noted on annual activity forms (e.g., ad hoc short-term committees, guest lecturing for colleagues).

Departments may develop formulas or other methods for taking into account these and other activities. Department chairs and/or deans will consider these and other activities in assigning and scheduling work each semester, along with any unusual travel time associated with a faculty member reporting to a location other than his or her primary worksite.

16.12

Faculty must be able to evaluate the appropriateness of new learning technologies for their course content and pedagogical style. This will require adequate familiarity with these technologies. The University will provide appropriate training and technologies to enable the faculty to meet this requirement. Any such training and preparation of courses will be considered in annual workload expectations. Faculty with advising responsibilities are required to be competent in advising technologies and procedures, in accordance with departmental, school or college policies, or academic program requirements.

16.13

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.

ARTICLE 17 - PERSONNEL FILES

17.1

The University will maintain three official files relative to each unit member: a Payroll/Human Resources file, an Academic Record file and, where relevant, a medical documentation file. This provision shall not preclude the existence of duplicative or unofficial files, but such files shall not be considered the official record of the faculty member.

17.2

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

17.3

The Academic Record file will be maintained in the dean's or equivalent administrator's office. The contents of this file shall be determined by the dean or equivalent administrator, but minimally will contain copies of curriculum vitae, correspondence with the faculty member, record of disciplinary actions, letters of commendation or complaint, documentation of workload expectations, peer evaluations and observations, student evaluations, RPT documentation and other documents relevant to the faculty member's professional and performance record while employed as a faculty member at the University. At the dean's discretion, student evaluations may be maintained at the department

level in lieu of the dean's office. Once an RPT file has been reviewed at all evaluative levels and a final decision on the RPT matter has been made, the RPT file will become part of the faculty member's permanent academic record file.

17.4

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

17.5

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

17.6

In addition to the faculty member, only University administrators and staff members and other individuals authorized by administrators to do so for institutional purposes may access the official files of a faculty member. Except for those occasions where faculty members are carrying out their formal evaluative functions, faculty members may not review the files of other faculty members. On those occasions when faculty are carrying out formal evaluative functions, such faculty will only have access to the RPT file under review and not the entire academic record file of the candidate.

17.7

The Union may also request and obtain copies of information contained in faculty Academic Record Files that is relevant and necessary for the Union to meet its collective bargaining responsibilities or to administer this Agreement. In such cases, the Union shall file its request with the University's Contract Administrator and shall send a copy of the request to the faculty member (s) whose file material is requested. Such information shall be made available in accordance with Article 9.1.

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

17.8

The University shall not include in any official personnel file any anonymous material, except for student evaluation forms and evaluations furnished by outside evaluations for RPT purposes in accordance with the guidelines established in Article 14, Appointments and Evaluation of Faculty.

17.9

Except for student evaluations, in the absence of the written permission of the faculty member, no written materials may be used for the annual performance evaluation or RPT evaluative purposes that were not contained in the Academic Record File at least one week prior to closure of the dossier.

17.10

Whenever documents are removed from a personnel file, a note must be placed in the file that lists the documents removed, the date of removal, and the name of the person in possession of the documents.

17.11

Faculty may in writing request the dean to remove from the academic record file any document that

the faculty member alleges to be factually untrue or inaccurate. The faculty member shall have sixty (60) days to make such a request following the time that he or she became aware or reasonably should have been aware of the existence of the document. Should the dean deny the request, the faculty member may file a grievance over whether the document is factually untrue or inaccurate.

17.12

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

ARTICLE 18 - SALARY

SUMMARY OF SALARY INCREASES

	<u>FY 09</u>	<u>FY 10</u>	<u>FY 11</u>
Across-the-board	4.0%	3.0%	2.0%
Market/Compression	1.0%	1.0%	1.0%
Performance	0	1.0%	2.0%

18.1 FY 09 Increases

a. Across-the-board increases. For FY 09, each faculty member employed by the University on February 1, 2008 and still employed in the bargaining unit on the date of ratification, shall receive an across the board salary increase of 4.0% added to his or her FY 08 base salary. Except as may be affected by Section 4 below, all salary increases under this Article for the first year of the contract shall be effective September 1, 2008 or, for faculty with twelve-month appointments, effective July 1, 2008.

b. Market Adjustments

For FY 09, the parties agree that an amount of money equal to 1.0% of the total salary dollars payable as of February 15, 2008 to bargaining unit members supported by the General Fund and to those unit members in Extension, excluding those unit members who are not returning to the University for the next academic year, will be set aside to be distributed for market adjustments to tenured and tenure-track faculty, librarians, clinical faculty, lecturers and to those unit members in Extension.

The market money provided herein may also be used for compression purposes.

For the distribution of market money, and for this Agreement only, the parties will utilize the approach to market adjustments utilized by the Union for FY 08 market increases to determine the relation of UVM salaries to national salaries. If the Union wishes to use any variation from this approach, it shall notify the University of its proposed variation. Any variation from the FY 08 approach that involves the use of different comparator institutions must be agreed to by the University.

The use of this approach will sunset at the end of this Agreement although nothing will prohibit the parties from utilizing the same or similar approach in future rounds of negotiations to address market issues. Representatives of the Union and the University will meet to discuss and review the distribution of market money as soon as practicable after the ratification of this Agreement.

No faculty member shall receive more than a \$2400 market adjustment.

c. Research faculty members are eligible for additional salary increases up to an overall maximum of 9% based upon satisfactory performance of the faculty member, subject to the review by the dean who will determine what increase, if any, the faculty member will receive in accordance with the annual performance review undertaken using established annual performance guidelines.

The 9% can be exceeded in a year for a Research faculty member in the following circumstances:

- if a promotion increment is the factor causing the increase to exceed 9%;
- if there are exceptional circumstances as defined in Article 18.5.

In all cases, these awards are contingent upon the funds being available for the compensation increase in the grant, institute, endowment, or other sources of funding for the year in which payment is to be made.

18.2 FY 10 Increases

a. Across the board. For FY 10, effective on July 1, 2009, and except as otherwise provided, each faculty member employed by the University on February 1, 2009 and still employed in the bargaining unit on July 1, 2009, shall receive an across the board salary increase of 3.0% added to his or her FY 09 base salary.

b. Market Adjustments

For FY 10, the parties agree that an amount of money equal to 1.0% of the total salary dollars payable as of February 15, 2009 to bargaining unit members supported by the General Fund and to those unit members in Extension, excluding those unit members who are not returning to the University for the next academic year, will be set aside to be distributed for market adjustments to tenured and tenure-track faculty, librarians, clinical faculty, lecturers and to those unit members in Extension.

The market money provided herein may also be used for compression purposes.

For the distribution of market money, and for this Agreement only, the parties will utilize the approach to market adjustments utilized by the Union for FY 08 market increases to determine the relation of UVM salaries to national salaries. If the Union wishes to use any variation from this approach, it shall notify the University of its proposed variation. Any variation from the FY 08 approach that involves the use of different comparator institutions must be agreed to by the university.

The use of this approach will sunset at the end of this Agreement although nothing will prohibit the parties from utilizing the same or similar approach in future rounds of negotiations to address market issues. Representatives of the Union and the University will meet to discuss and review the distribution of market money as soon as practicable after the ratification of this Agreement.

No faculty member shall receive more than a \$2500 market adjustment.

c. Performance Increases

For FY 10, effective July 1, 2009 an amount of money equal to 1.0% of the total salary dollars payable as of February 15, 2009 to bargaining unit members supported by the General Fund and to those unit members in Extension, excluding those who are not returning to the University for the next academic year, will be distributed as performance-based awards to selected faculty members who are supported by the General Fund and to those unit members in Extension. The 1.0% will be

allocated to each school or college proportionate to its share of the 2/15/09 bargaining unit salary line. The dean of each school or college, after consideration of the recommendations of the department chair, shall decide whether or not a unit member shall receive a performance-based award and if so how much.

Performance-based increases will be made effective July 1, 2009 and only for those who were employed on February 1, 2009 and still employed in the bargaining unit on July 1, 2009.

Performance-based awards shall be made according to the following procedure: In consultation with the department chair, the dean of the school or college shall determine the performance-based distributions to individuals in each department. The methodology that will be used by the college/school for allocation of performance-based distributions in the following academic year will be determined and announced to the faculty prior to preparation of workload plans in the spring. The chair's recommendation shall be forwarded to the dean by the department chair in a timely fashion. The performance-based awards shall be based on performance evaluated against the workload expectations and assignments of the individual for the preceding academic year.

d. Research faculty members are eligible for additional salary increases up to an overall maximum of 9% based upon satisfactory performance of the faculty member, subject to the review by the dean who will determine what increase, if any, the faculty member will receive in accordance with the annual performance review undertaken using established annual performance guidelines. The 9% can be exceeded in a year for a Research faculty member in the following circumstances:

- if a promotion increment is the factor causing the increase to exceed 9%;
- if there are exceptional circumstances as defined in Article 18.5.

In all cases, these awards are contingent upon the funds being available for the compensation increase in the grant, institute, endowment, or other sources of funding for the year in which payment is to be made.

18.3 FY 11 Increases

a. Across the board. For FY 11 effective July 1, 2010, and except as otherwise provided, each faculty member employed by the University on February 1, 2010 and still employed in the bargaining unit on the date of ratification, shall receive an across the board salary increase of 2.0% added to his or her FY 10 base salary

b. Market Adjustments

For FY 11, the parties agree that an amount of money equal to 1.0% of the total salary dollars payable as of February 15, 2010 to bargaining unit members supported by the General Fund and to those unit members in Extension, excluding those unit members who are not returning to the University for the next academic year, will be set aside to be distributed for market adjustments to tenured and tenure-track faculty, librarians, clinical faculty, lecturers and to those unit members in Extension.

The market money provided herein may also be used for compression purposes.

For the distribution of market money, and for this Agreement only, the parties will utilize the approach to market adjustments utilized by the Union for FY 08 market increases to determine the relation of UVM salaries to national salaries. If the Union wishes to use any variation from this approach, it shall notify the University of its proposed variation. Any variation from the FY 08 approach that involves the use of different comparator institutions must be agreed to by the university.

The use of this approach will sunset at the end of this Agreement although nothing will prohibit the parties from utilizing the same or similar approach in future rounds of negotiations to address market issues. Representatives of the Union and the University will meet to discuss and review the distribution of market money as soon as practicable after the ratification of this Agreement.

No faculty member shall receive more than a \$2600 market adjustment.

c. Performance Increases

For FY 11 effective July 1, 2010, an amount of money equal to 2.0% of the total salary dollars payable as of February 15, 2010 to bargaining unit members supported by the General Fund and to those unit members in Extension, excluding those who are not returning to the University for the next academic year, will be distributed as performance-based awards to selected faculty members who are supported by the General Fund and to those unit members in Extension. The 2.0% will be allocated to each school or college proportionate to its share of the 2/15/09 bargaining unit salary line. The Dean of each school or college, after consideration of the recommendations of the department chair, shall decide whether or not a unit member shall receive a performance-based award and if so how much.

Performance-based increases will be made effective July 1, 2010 and only for those who were employed on February 1, 2010 and still employed in the bargaining unit on July 1, 2010.

Performance-based awards shall be made according to the following procedure: In consultation with the department chair, the dean of the school or college shall determine the performance-based distributions to individuals in each department. The methodology that will be used by the college/school for allocation of performance-based distributions in the following academic year will be determined and announced to the faculty prior to preparation of workload plans in the spring. The chair's recommendation shall be forwarded to the dean by the department chair in a timely fashion. The performance-based awards shall be based on performance evaluated against the workload expectations and assignments of the individual for the preceding academic year. Performance-based awards are not grievable.

d. Research faculty members are eligible for additional salary increases up to an overall maximum of 9% based upon satisfactory performance of the faculty member, subject to the review by the dean who will determine what increase, if any, the faculty member will receive in accordance with the annual performance reviews undertaken using established annual performance guidelines. The 9% can be exceeded in a year for a Research faculty member in the following circumstances:

- if a promotion increment is the factor causing the increase to exceed 9%
- if there are exceptional circumstances as defined in Article 18.5

In all cases, these awards are contingent upon the funds being available for the compensation increase in the grant, institute, endowment, or other sources of funding for the year in which payment is to be made.

18.4

Those faculty whose positions are supported 100% by the General Fund (base dollars) who have secured a grant in a given year that buys out part of their salary shall be eligible for all and full salary increases.

18.5

It is understood that those unit members who are grant-funded in whole or in part or are paid under income/expense budgets or are paid under gifts of any sort are not eligible to receive the increases provided for in Sections 1, 2, 3, 7 or 8 of this Article for that portion of their salary that is grant, 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 such awards any such awards under this Article must also be consistent with effort reporting requirements and federal cost principles.

18.6

Nothing in this Agreement shall preclude the University from providing salary increases to members of the bargaining unit in excess of the amounts specified in this Article at any time, provided that such increases are for the purpose of matching or exceeding bona fide written offers from other institutions, adjusting for anomalously low salaries or for rewarding professional contributions to the University of an extraordinary nature. Normally, the department chair will make a recommendation to the dean regarding such offers and the dean will make the final decision in his or her sole discretion. The Union shall be notified in writing of the amounts paid and of the specific reasons for the award. It is understood that while the University retains the right to award salary increases under this section, as indicated, it shall not be under any obligation to make such awards. Any awards made under this section shall not come out of any of the negotiated pools of money under this Article but shall be in addition to such negotiated amounts.

18.7 Promotion Increases.

For those faculty members who received a promotion effective in any fiscal year a base pay increase will be granted as follows:

<u>Rank Change</u>	<u>Promotion Amount</u>
Instructor to Assistant Professor	\$1900
Assistant to Associate Professor	8.0% of base salary
Associate Professor to full Professor	9.5% of base salary
Lecturer to Senior Lecturer	8.0% of base salary, or \$4000 whichever is higher
Research Associate to Research Assistant Professor	8.0% of base salary or \$4000 whichever is higher

If the promotion money is a flat \$1900 or \$4000, it will be pro-rated depending on the faculty member's FTE.

18.8 Minimum Salaries

a. After all salary increases provided for under this Article are made, no tenure-track or tenured unit member, Clinical faculty member or twelve-month, Ph.D. holding Extension faculty member at .80 FTE at the rank of (see below) shall be paid less than:

	<u>FY 09</u>	<u>FY10</u>	<u>FY11</u>
Assistant Professor	50,146	51,650	52,683
Associate Professor	59,697	61,488	62,718
Professor	74,025	76,246	77,771

b. After all salary increases provided for under this Article are made, no field Extension faculty member with a twelve-month appointment at an FTE of .80 at the rank of (see below) shall be paid less than:

	FY 09	FY10	FY11
Extension Instructor	37,610	38,738	39,513
Extension Assistant Professor	43,579	44,886	45,784
Extension Associate Professor	50,744	52,266	53,311
Extension Professor	62,086	63,949	65,228

c. After all salary increases provided for under this Article are made, no Library faculty member with a twelve-month appointment at 1.0 FTE at the rank of (see below) shall be paid less than:

	FY 09	FY 10	FY 11
Library Instructor	43,579	44,886	45,784
Library Assistant Professor	47,758	49,191	50,175
Library Associate Professor	57,309	59,028	60,209
Library Professor	73,428	75,631	77,144

d. After all salary increases provided for under this Article are made, no Lecturer at 1.0 FTE at the rank of (see below) shall be paid less than:

	FY 09	FY 10	FY11
Lecturer	36,416	37,508	38,258
Senior Lecturer	42,385	43,657	44,530

18.9

With the exception of providing the minimum salaries provided herein, the University retains the right to set the initial salary of any faculty member appointed to the bargaining unit as well as the initial salary of any unit member appointed to an endowed chair or endowed faculty position.

18.10

Extension faculty with .8 FTE appointments are no longer required to generate an additional % from grants in order to supplement their salary.

18.11

No faculty member shall, as a result of this Agreement, receive a lower salary than he or she has at the time of ratification.

18.12 Grievability of Market Salary Adjustments.

Market adjustment(s) are grievable only with respect to whether or not the principles and procedures of the determination and distribution of market adjustments have been correctly followed.

18.13 Retreat rights

a. Administrators

i. The salary of an administrator assuming or resuming a faculty appointment shall be determined by taking the original base salary for the secondary faculty appointment and increasing such base salary by any salary increases provided for in this agreement (total salary pool), or predecessor agreements, over the relevant time period.

ii. It is provided further, however, that the Provost shall have the discretion in such cases to increase that base salary by an additional amount in recognition of the individual's experience as an administrator, as well as other factors such as salary range of faculty of the same rank in the academic unit, academic experience and expertise, standing in the academic discipline and duties to be performed.

b. Department chairs and equivalent supervisors

Upon assuming, or resuming, a faculty appointment the FY base salary of a department chair, or equivalent supervisor, will be incremented in the same manner as other bargaining unit faculty members for that year. The source of his/her increment for any market and/or performance will be funded from the same pools that are used for bargaining unit members.

ARTICLE 19 - COMPENSATION IN EXCESS OF BASE SALARY

For purposes of this Article, references to department chair also encompass the dean or director in units without department chairs.

A faculty member may receive one or more of the following types of compensation in excess of his or her base salary:

* SUPPLEMENTAL COMPENSATION - paid by and through the University to a faculty member during a 9-, 10- or 12-month appointment period in excess of his or her base salary. (Described more fully in Sections 1 - 5 and 8)

* ADDITIONAL COMPENSATION - paid by and through the University to a faculty member outside of the his or her 9 or 10 month appointment period for additional work that has been accepted and performed for his or her home department or another academic department or CE and that is not included in the faculty member's Workload Plan. (Described more fully in Sections 6 and 8)

* AWARDS COMPENSATION - paid by the University pursuant to University-established faculty recognition programs. (Described more fully in Section 7)

* EXTERNAL EMPLOYMENT - paid by a third party for work performed either during or outside of the appointment period. (Described more fully in Section 9)

19.1

Supplemental Compensation: For purposes of this Article, "supplemental compensation" is defined as compensation paid by and through the University during the regular appointment period of a faculty member in excess of his or her base salary. Supplemental compensation received during a

nine-, ten- or twelve-month appointment period may not exceed 25% of the base salary without advance written approval by the Provost, in consultation with the dean. When federal sponsorship provides some or all of a faculty member's compensation, supplemental compensation must be consistent with federal cost principles which allow supplemental compensation only in unusual circumstances and require the funding sponsor's prior written approval.

19.2

A nine-, ten- or twelve-month faculty member may, under certain circumstances, receive "supplemental compensation":

- a. For supplemental work performed for the home department or another academic department during the regular appointment period that is over and above a faculty member's regular workload assignments, which is normally termed "overload" and is further described in Section 3 of this Article.
- b. For work performed for Continuing Education (CE) as described in Section 4 of this Article.
- c. For work performed for a non-academic unit of the University, as described in Section 5 of this Article.
- d. For an administrative assignment that is part of a faculty member's regular workload and which represents a specific recognized body of work, such as directing or coordinating an academic program, and that has been approved in advance for compensation by the Provost upon favorable recommendation of the dean. Such work shall not operate to exclude a faculty member from the unit unless such work entails the supervision and evaluation of bargaining unit personnel sufficiently similar to that of department chairs or other statutorily defined supervisors to warrant exclusion.
- e. 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.

19.3

When a faculty member takes on supplemental work for their home department, or another academic department at the University, the department chair may, following consultation with a faculty member, and with the input of the dean as documented by an approved "Part B" workload plan, account for this supplemental work by one or more of the following options:

- a. Commensurately adjusting the workload in the next semester or immediately following academic year;
- b. Adjusting assignments otherwise made in the Workload Plan during the semester or year in question;
- c. In the event such work cannot be accommodated under option 3.a or 3.b of this Article, and where such work will not unreasonably interfere with the regular workload of the faculty member, the department chair, with the input of the dean as documented by an approved "Part B" workload plan, may approve "supplemental compensation" as follows:
 - i. For teaching a course, the University shall provide supplemental compensation at the rate of \$1700 per credit effective at the beginning of the 2008-09 academic year; \$1750 effective at the beginning of the 2009-2010 academic year; and \$1800 effective at the beginning of the 2010-2011 academic year. If a faculty member teaches less than the entire course (*e.g.* teaching for only

a portion of the semester), supplemental compensation will be pro-rated from the above course rate.

ii. **Sponsored Activities:** A faculty member is eligible to receive supplemental compensation funded by a grant or contract only upon the prior written approval of the chair and dean as documented by an approved "Part B" workload plan and when allowed by the grant or contract sponsor(s). Such supplemental compensation proposals are also subject to prior review by University sponsored projects administration personnel to ensure compliance with research sponsor requirements and/or applicable guidelines. When funded by a federal sponsorship, supplemental work and compensation must be consistent with federal cost principles which requires the federal sponsor's prior written approval. Supplemental compensation for such approved work will normally be pro-rated from the faculty member's base salary for the appointment period in progress. However, if a grant or contract permits compensation larger than the pro-rata amount, faculty may receive such compensation upon advance approval by the University Controller's Office and the Provost, in consultation with the dean.

19.4

Subsequent to obtaining approval through the process outlined in Section 8 of this Article, faculty who teach credit bearing courses or who perform non-credit work for CE during their appointment period will separately contract with CE for such approved supplemental work and compensation. Evening Division course rates shall be the same as the supplemental rates, specified in Section 3.c.i of this Article. If a faculty member on a ten- or twelve-month appointment teaches summer session courses during his or her appointment period, evening division rates apply. Approval of such supplemental work and compensation will follow the procedures outlined in Sections 3 and 8 of this Article.

Faculty on twelve-month appointments may receive supplemental compensation for CE daytime teaching only when their chair agrees that appropriate arrangements have been made in advance to reschedule regular duties and that they are in compliance with any applicable effort reporting requirements.

19.5

Subsequent to obtaining approval through the process outlined in Section 8 of this Article, faculty who perform work for a non-academic unit of the University will separately contract with that other unit. Rates of compensation will follow established rates for the specific body of work.

19.6

Additional Compensation: For purposes of this Article, "additional compensation" is defined as compensation paid by and through the University to a faculty member outside of the regular nine- or ten-month appointment period for additional work that has been accepted and performed for his or her home department or another academic department or CE and which is not included in the faculty member's Workload Plan.

Additional compensation will generally not exceed 3/9 of the base salary for the preceding academic year for nine-month faculty and 2/10 of the base salary for the preceding fiscal year for ten-month faculty. A faculty member may receive "additional compensation" as follows:

a. **Sponsored Activities:** Faculty members shall be eligible for compensation as expressly provided in a University-approved grant or contract, and subject to any limitations imposed by the grantor or contractor, at the following rates:

i. Monthly – 1/9 of the prior academic year base salary for nine-month faculty or 1/10 of the prior FY base salary for ten-month faculty.

ii. Weekly – 1/39 of the prior academic base salary for nine-month faculty or 1/43 of the prior FY base salary for ten-month faculty.

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

b. Faculty who teach credit-bearing courses or who perform non-credit work for CE between appointment periods, will separately contract with CE for such approved additional work and compensation. Summer session course rates shall be the same as the supplemental rates specified in Section 3.c.i of this Article or 2.75% of the faculty member's prior academic year base salary for each credit hour taught, whichever is greater. Faculty who were on an approved leave during their appointment period shall receive summer session compensation based on that year's unreduced base salary.

c. Faculty participation in any official University function or activity that falls outside the regular nine- or ten- month appointment period shall be voluntary unless it is identified in the annual workload plan. Faculty who are requested and agree to participate in these voluntary functions or activities will be compensated at the rate of \$200/day or at the rate of \$115 for a period of 3 hours or less. At the beginning of each academic or calendar year, the Provost shall identify those functions or activities eligible for such additional compensation and/or shall issue guidelines to the deans as to when such additional compensation may be paid. In all cases, the Provost, or his/her designee, must specifically authorize in writing, in advance of any work being undertaken, any compensation for an individual faculty member pursuant to this section.

19.7

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

19.8

Supplemental and Additional Compensation Procedures

a. The faculty member must request approval through the customary workload plan approval process prior to accepting or performing any supplemental and/or additional work that is outside his or her home department. Such request will be processed via submission of the workload plan "Part B" to the department chair.

b. The department chair and dean shall review all workload plan – "Part B" submissions for supplemental or additional work subject to the parameters set forth in this Article and shall provide a written response reasonably in advance of a faculty member's acceptance of such work.

c. The hiring (academic or non-academic) department upon receiving from the faculty member a written evidence of approval by his or her chair and dean is authorized to retain a faculty member to perform supplemental or additional work. Compensation for such work shall follow the rates

established in this Article and be processed in accordance with standard University procedures which will be initiated and overseen by the hiring department. All necessary approvals on applicable forms available through the Human Resource Services Office will be obtained by the hiring department in advance of the work being initiated, and subject to the parameters set forth in this Article.

- d.** Supplemental or additional compensation shall be in the form of a monetary payment to faculty.
- e.** In no instance may a faculty member contract directly with another faculty member or render decisions regarding supplemental or additional work or related compensation for other faculty members. Such decisions shall be the purview of administration.
- f.** While supplementary and/or additional work undertaken by a faculty member is possible, the chair and/or dean may raise concerns about the possible interference of such work with the performance of the faculty member's professional duties or progress toward tenure and promotion. This may be a topic of discussion during a subsequent annual performance review.

19.9

External Employment

- a.** "External employment" shall be defined as work, whether undertaken during or outside of the period of regular appointment for a third party, or on a consultancy basis, for which the faculty member receives compensation or other consideration and that involves the use of his or her professional expertise as a faculty member. There shall be no limit to the amount of compensation a faculty member may be paid by a third party from external employment.
- b.** Employment by the University in a bargaining unit position is considered the basic employment of the faculty member, and other professional activities shall be limited so as not to impair the effectiveness in the discharge of the University duties. Maintaining concurrent full time (1.00 FTE) employment with both the University and in a comparable professional capacity in another setting is prohibited.
- c.** Faculty are encouraged to participate in other professional activities as a means of enhancing not only their own competence and prestige, but the prestige of the University as well. While engaging in these activities and/or in any external employment, either during or outside the appointment period, faculty members must avoid ethical, legal, financial and other conflicts of interest to ensure that their outside activities and interests do not conflict with their primary responsibilities to the University. Furthermore, any external employment will not involve or require more than incidental use of University equipment (excluding computer technology), supplies, materials, or clerical services, unless expressly authorized by the chair.
- d.** The following additional criteria and procedures shall apply to external employment during the appointment period:
 - i.** Criteria
 - (a)** The work will not involve a conflict of time or effort commitment that interferes with a faculty member's effective performance of duties, as described under his or her approved Workload Plan, or with the University mission, responsibilities and initiatives.
 - (b)** The work will not present a conflict of interest with respect to faculty duties or obligations to the University mission, responsibilities and initiatives.

ii. Procedures

(a) At the time of the workload meeting, a faculty member shall disclose in writing any planned or ongoing external employment. The disclosure shall identify any prospective employer and the nature, extent and expected duration of the work. The chair shall, in turn, transmit this information regarding external employment to the dean or director.

(b) The faculty member will inform his or her department chair in writing of any planned external employment that will or reasonably can be expected to significantly interfere with his or her University responsibilities before making the commitment. The faculty member and chair will then follow the procedures for conflict management delineated in the university's conflict of commitment policy.

Disclosures regarding substantial and/or ongoing external employment shall be updated in writing during the course of the academic year by the faculty member whenever he or she anticipates a significant change in external employment responsibilities or when the external employment will or reasonably can be expected to significantly interfere with the faculty member's University responsibilities.

(c) While external work undertaken during the appointment period shall not be part of the Workload Plan, chair may raise concerns with the faculty member about the possible interference of such work with the effective performance of the faculty member's professional duties. This external employment may be a topic of discussion at subsequent annual performance review, if the chair believes that such work negatively affected the faculty member's fulfillment of his or her workload responsibilities or if the parties agree to its inclusion.

(d) Procedures. At this workload meeting, faculty shall also report to the chair any employment, either within or outside the appointment period, in which the University might have a concern about conflict of interest or improper utilization of University equipment, supplies, materials, or clerical service. If the chair or dean believes that a faculty member's work violates, or may violate, the University's conflict of interest policy, or involve more than incidental use of University equipment, etc. he or she may require the faculty member to desist in such work or to modify it.

(e) If the chair or dean has concerns related to the compliance of the proposed activity with the relevant criteria, he or she must notify the faculty member within fourteen (14) days of receiving this information from the faculty member. If the dean concludes the proposed work violates the University's conflict of interest policy or involves more than incidental use of University equipment, facilities or resources, or the applicable federal guidelines, he or she shall discuss these with the faculty member, who may be required to modify or cease to engage in his or her external employment.

ARTICLE 20 – BENEFITS

General Terms and Conditions

The provisions of this Article constitute a summary of benefits available to faculty. In the event of a conflict between the provisions of this Article and the specifications of a provider's plan documents, the latter prevails. Provider plan documents may be obtained from the websites indicated throughout this Article or from the University Human Resources Office.

Subject to any additional applicable terms and conditions of eligibility stated in this Article and/or plan descriptions, eligibility for benefits, including insurance coverage and University contributions toward premium and other costs, is based upon faculty.

For purposes of this Article, the following definitions apply:

Faculty or faculty member: Faculty or faculty member is defined in accordance with Article 2 of this Agreement.

Retiree: For purposes of this Article, a retiree is a faculty member who, upon resignation from University employment, has attained 60 years of age and no less than fifteen (15) years of continuous University employment (or who is at an age and years of service of the "grandparented" group¹), and who, immediately prior to retirement and for no fewer than fifteen (15) years (or ten (10) years for the "grandparented" group), was eligible for the health, dental and/or life insurance benefits plans in which he or she wishes to maintain enrollment during retirement.¹

Dependent: Unless otherwise provided in this Article, a dependent shall include a spouse or civil union partner and/or a qualifying child to be defined as an unmarried child (natural, legally adopted, legal guardian thereof) under age 19, or under age 24 if otherwise eligible and attending college full-time, or a child over age 24 if disabled. Dependent children who are eligible for coverage include: a natural child of an employee; a legally adopted child of an employee; and/or a stepchild, foster child or any other child for whom an employee has legal guardianship and who lives in the household of the employee in a parent-child relationship and is dependent upon the employee for support.

20.1

Insurance.

Effective Dates. Subject to timely completion of enrollment applications, coverage will begin on the date of eligibility specified in subsequent sections of this Article. Following initial enrollment, the ability of a faculty member to effect changes in his or her benefits may be restricted until the Open Enrollment period unless a faculty member incurs a change in individual or family status. To ensure continuous benefits coverage and timely adjustments to faculty contributions toward benefits costs, faculty must notify the Human Resources Office promptly, and in writing, of changes in name, address, or dependents because changes become effective only after Human Resources has been notified.

COBRA Rights. Unless otherwise expressly provided in the terms and conditions of the applicable plan or policy, University benefits coverage ends at the close of business on the effective date of termination of appointment unless extended under The Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). This law allows qualified beneficiaries to continue medical

¹ Faculty hired prior to July 1, 1997 are eligible to retire at age 55 with no less than ten (10) years of continuous University employment.

and dental insurance and/or flexible spending plan benefits if a qualifying event occurs. Those who choose to extend insurance coverage for a specified period of time may be charged up to 102% of the premium cost to the employer for such coverage. A qualifying beneficiary is a spouse, civil union partner, or dependent child covered by the University's medical or dental plan or a faculty member whose loses coverage due to termination or reduction in appointment. To preserve COBRA options, a faculty member undergoing reduction in appointment or termination of employment, or who has a dependent whose dependent status is ending, must notify the Human Resources Office in writing within sixty (60) days following such event.

All provisions above are subject to legislation as it may from time to time be amended. The University will continue to administer COBRA as prescribed by law.

More comprehensive information about the rules governing COBRA administration are available on the Human Resources web site or otherwise through the Human Resources Office.

Change in Faculty member's Employment Status. Any University initiated temporary reduction (not exceeding four (4) months) of a faculty member's FTE will not affect his or her insurance coverage. However, unless otherwise agreed upon, such as in a phased retirement plan, vacation and medical leave will be based on a faculty member's reduced FTE, and retirement contributions will be based upon the reduced salary.

If a faculty member initiates a temporary reduction of employment that results in moving outside of his or her designated benefit group, his or her benefits will be adjusted as appropriate with the benefit group and length of service. Adjustments will begin automatically unless the faculty member notifies Human Resources to discontinue insurance. This cost is waived for reductions lasting less than 30 calendar days; however, to maintain coverage, a faculty member must always make his or her own required personal contributions.

Dependents' Coverage. Faculty may apply for benefits for eligible dependents under University medical, dental and life insurance plans. The University reserves the right to require proof of marriage or proof of civil union and proof of legal responsibility for dependent children. Coverage eligibility will also include for the first three (3) months of employment, the same-sex spousal equivalent of the new employee who comes to UVM from another state where civil unions are not legal. Such employees must enter into a civil union under Vermont law (or other state law) within three (3) months of employment in order to retain spousal benefits. Under special circumstances, a faculty member may apply to the Provost for an extension of this three-month period. The Provost shall decide, in his or her discretion, whether to grant an extension.

Faculty whose spouses or civil union partners are also University employees may not carry duplicate medical, dental or life insurance coverage for themselves, their spouse/civil union partner or their dependents through the University, nor will they be permitted to combine their health and dental University contributions for the purchase of higher-cost benefits.

Dispute Resolution. Denial of eligibility for coverage in any benefits plan described in this Article is grievable. Disputes between faculty and the University regarding eligibility for specific benefits for which this Article provides shall be subject to the contract dispute resolution procedures contained in the providers' plan documents, unless otherwise required by law. Adjudication of claims is handled by the carriers through their respective dispute resolution processes.

a. Medical Insurance

i. Effective Coverage Date. Medical insurance coverage for faculty in Groups A, B, and C (see benefit groups defined in Appendix A) begins on the first day of employment provided a plan

application has been completed and submitted to Human Resources within the first week of employment. In the event the completed application is received after the first week of employment, enrollment will become effective on the first of the month following the date on which the Human Resources Office receives the completed application, provided that the enrollment application is received within 30 days of commencement of employment. Failure to file an enrollment application within thirty (30) days shall result in deferral of the medical insurance coverage opportunity until the next applicable University Open Enrollment period ("Open Enrollment"). *Faculty members in Group D are eligible to apply for medical insurance following completion of four semesters of employment in a position qualifying for Group D benefits. (*NOTE: Please refer to the ERRATA for corrections to this sentence.)

ii. Termination of coverage. In the event that a faculty member terminates employment prior to the end of his/her appointment period, coverage will end on the last day worked and any prepaid benefit amount will be refunded to him/her. Faculty who are employed for the entire 9 or 10 month appointment period, and who have had deductions taken from their salary for medical and dental benefits, will continue to have benefit coverage until August 31 *i.e.* a faculty member whose appointment period ends in May will have coverage until August 31st. Coverage for a faculty member on a 12-month appointment will end on his/her last day worked, regardless of when it occurs in his/her appointment period.

If the faculty member is paid for accumulated vacation at termination, coverage will be extended one calendar day for each vacation day paid, up to a maximum of thirty (30) days when coverage terminates. The faculty member will be offered the option of extending coverage under COBRA.

Dependents' coverage will end when they no longer meet the definition of dependent under the plan. When coverage terminates, former dependents will be offered the options of extending coverage under COBRA.

iii. Special Eligibility Issues Concerning Health Insurance. When a paid leave for sabbatical and professional development is granted, there will be no change in health insurance coverage provided the appropriate premium contribution is paid.

iv. Plan Options. Medical insurance plans are currently offered through Blue Cross/Blue Shield and MVP as described in Appendix D. Plan coverage specifications and costs, including required faculty contributions to premiums, deductibles and co-pays, are available for review in the University summary plan descriptions available from the Human Resource Services Office or at its website. Faculty contributions to premiums will be the same as those in effect for non-represented employees as of the date of ratification of this Agreement. Effective July 1, 2006, the Blue Cross/Blue Shield plan will be the same plan provided to non-represented employees with the following modifications and clarifications:

(a) Prescription drugs:

- Three tier formulary of \$5 -20 -40 for thirty (30) day supply with deductibles of \$100 for single, \$200 for two person and \$300 for family.
- Three tier formulary of \$10 -40 -80 for ninety (90) day mail order supply with no deductibles.
- Cap of \$1300 for a single; \$2600 for two persons and \$3800 for family.

(b) Durable medical equipment:

- Deductibles of \$100 for single; \$200 for two persons and \$300 for family

- Plan pays 80% and employee pays 20% of costs up to \$15,000. After \$15,000 plan will pay 100% of covered expenses.

(c) Hospitalization co-pay of \$250 per admission, limited to \$750 per calendar year. If there is a subsequent hospitalization based on same diagnosis within three months of the initial hospitalization, the \$250 co-pay will be waived.

(d) Outpatient surgical co-pay of \$100. Regarding outpatient surgical visits, if there is a subsequent surgery based on the same diagnosis within three months, the \$100 co pay for that visit will be waived.

(e) Note on health care coverage: It is understood that treatments such as dialysis, chemotherapy, MRI, blood drawing and testing do not fall under the category of "Outpatient Surgery" but fall under either Outpatient Services or X-Ray/Lab which are 100% covered.

v. Faculty member costs. Because a faculty member pays a percentage of the premium cost for the medical insurance plan he or she elects, the actual dollars a faculty member contributes to such cost will increase if the cost of the medical insurance plan to the University increases, provided that faculty contributions toward University premium costs shall not exceed the levels specified in the salary premium cost table (see Appendix C). It is also understood that the cost to a faculty member will change if individual plan selections changes.

Faculty members in Groups A, B and C will pay a percentage of University premium costs as listed in Appendix C. Faculty members in Group D will pay a percentage of premium costs equal to that listed in Appendix C or equal to one (1.0) minus his/her FTE (e.g. 25% for a nine-month faculty member with an FTE of 0.75), whichever is higher.

As a condition of employment, all premium payments will be made through pre-tax dollars in accordance with the provisions of Section 125 of the Internal Revenue Service Code. Exception: premiums for coverage of parties to a civil union will be made in after-tax dollars in accordance with IRS regulations and guidelines and Vermont tax law. In addition, the value of the University's contribution for coverage will be considered taxable income to the employee for federal tax purposes (and for state tax purposes if the same-sex spousal equivalent is not a party to a civil union).

vi. Medical Leave. A faculty member otherwise covered by University medical insurance shall, while on paid or unpaid full or partial medical leave, be entitled to continuation of the University contribution toward such insurance coverage up to a maximum of twenty-six (26) weeks, provided the faculty member continues his or her contributions to the premium cost. (See also Section 6.b of this Article regarding medical leave.)

vii. Waiver of Medical Insurance Coverage. Eligible faculty members in Groups A, B, or C may elect to waive medical insurance coverage for self and dependents upon certification to the Human Resource Services Office of coverage available to him/her under a non- University group medical insurance plan. The University offers an annual \$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 Group D or to those whose spouse or civil union partner is also employed by 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.

If a faculty member has waived UVM insurance coverage and then loses his or her other

insurance coverage by an event outside his or her control, he or she will be allowed back into the UVM medical coverage option. The faculty member will be entitled to only a pro-rated portion of the \$1000 based on the length of time (in whole months) his or her coverage was waived. If the faculty member waived coverage for himself or herself and for his or her dependents, the faculty member may come back into the UVM plan if the faculty member's spouse loses employment, or if the faculty member loses coverage because of divorce or the death of the spouse. The faculty member may not come back into a UVM plan simply because his or her spouse's employer increases premiums or decreases coverage until the next Open Enrollment period.

If the faculty member waived coverage for one year, he or she will be deemed to have waived it for the following year unless he or she elects coverage under one of the other two medical plan options. If the faculty member waives coverage for eligible dependents but not for himself/herself, the faculty member is not eligible for a waiver payment.

viii. Changes in Insurance Carrier Options. The University has sole discretion to select the insurance carriers or administrators for its medical insurance plans and may change carriers or administrators or elect to self-insure or self-administer such plans at any time, provided that the University must notify the Union in writing at least 30 (thirty) days prior to effecting such change. The University shall negotiate with the Union the impact of such changes on the scope of plan coverage and/or faculty cost. Nothing in this Agreement shall preclude the University from, in its sole discretion, adding medical insurance plan options. Nothing in this Agreement shall preclude the University from, in its sole discretion, deleting medical insurance plan options, provided that the University must notify the Union in writing at least thirty (30) days prior to effecting such change. The University shall negotiate with the Union the impact of such changes on the scope of plan coverage and/or faculty member cost.

ix. Plan Modifications. With 30 (thirty) days' advance notice to the Union, the University may unilaterally modify the details of its medical insurance plans as long as the modifications do not cause substantial reduction in benefits or substantial increase in costs to faculty. Prior to instituting any such modifications, the University shall provide the Union with specific information regarding prospective plan changes and a summary of the differences pre and post-modification. The Union shall be entitled to grieve whether or not the modifications are "substantial." If the changes are "substantial," the University shall negotiate with the Union the impact of such changes.

It is also understood and agreed that carriers may on occasion unilaterally modify the terms of their plans and policies. In such instances, faculty enrolled in such plans will be subject to any such modifications, provided that the University shall negotiate with the Union the impact of substantial changes in plan coverage and/or cost to faculty.

x. Disability, Retirement or Death.

(a) Disability. While a faculty member is receiving disability benefits under either the University's long-term disability plan, under Social Security or under any other disability plan, the University will continue to pay medical and dental insurance premiums on the same pro-rated basis as before the disability, provided that the faculty member continues his or her premium cost contributions and pays the applicable deductibles and co-pays. Plan coverage options shall be the same as those available to retirees. Faculty members in Group D who qualify for Social Security disability benefits, and who are covered by the University's insurance plans, will continue to have insurance premiums paid by the University on the same pro-rated basis as before the award of disability benefits.

In each instance above, coverage shall remain available until the individual and his or her dependents become eligible for Medicare. The University reserves the right to require additional proof of a qualifying disability.

(b) Retirement. Faculty whose qualifying years for retirement have been in benefit Groups A, B or C and who retire from the University prior to age 65 (Medicare eligibility) may elect to receive medical insurance coverage through any plan the University makes available to retirees provided that effective for those who retire on or after July 1, 2006, a retired faculty member shall pay 20% of the full premium cost for such plan at group rates and the University will pay 80% of the full premium cost. The medical insurance plan offered to retirees shall be the same plan offered to active bargaining unit members.

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 premium cost described in the prior paragraph.

Retired faculty are solely responsible for enrollment in Medicare, when eligible, as well as for all premiums and costs associated therewith. Once a retired faculty member becomes eligible for Medicare, he or she shall be covered solely by and through Medicare. However, a faculty member may also elect to purchase at group rates the Blue Cross/Blue Shield Medicare Supplement Plan at the percentage agreed upon in this Agreement. Under this plan, the faculty member and covered dependents must first enroll in Medicare Parts A and B. Effective for those who retire on or after July 1, 2006, a retired faculty member electing the Medicare Supplement plan shall pay 20% of the full premiums 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. Continuation of the option of purchasing such Medicare Supplement plan or any other supplemental Medicare plan is not guaranteed.

In the event that the University plans to substantially modify or eliminate any such Medicare supplemental plan, it will provide the Union with at least ninety (90) days advance notice of its intent to do so. If the Union disagrees with these changes, it may, within fifteen (15) days of such notice, request consultation over such changes.

If, after such consultation, the Union maintains that the University's proposed changes to or elimination of the plan are arbitrary and capricious, it may grieve the University's action to the VLRB. In determining whether the University's action is arbitrary and capricious, the factors to be considered by the VLRB include, but are not limited to, the following:

- (i) Increases in the cost of the University health plans in terms of actual dollars and percentage changes.
- (ii) The level of institutional contingent liability.
- (iii) Changes in state or federal legislation, or regulations, pertaining to retiree benefits or to health insurance issues in general.
- (iv) Benefit levels for employees generally and at UVM specifically.
- (v) Financial impact on the retirees and future retirees.

The University reserves the sole and complete discretion to select the insurance carrier or administrator for any of these retiree medical plans and may change carriers or administrators for such plans at any time. The University also retains the right to become self-insured.

If a retired faculty member marries, or enters into a civil union, the spouse or partner and qualified dependents shall receive all benefits for which they are eligible.

The University will provide a faculty phased retirement program, described in Appendix E.

In addition, nothing shall preclude a dean or Provost from discussing possible retirement incentives with any faculty member. If the faculty member is interested in considering a retirement incentive package, the dean or Provost shall notify the Union of such discussions. The Union may then participate in any such discussions and must approve any particular retirement incentive package. The dean and the Provost are under no obligation to consider or grant requests initiated by faculty regarding early retirement incentive plans.

(c) Death. The University will continue to make its otherwise applicable premium cost contributions for medical insurance on behalf of the spouse/civil union partner and/or dependents of a faculty member who dies while on active or disability status for a period calculated on the basis of one month for each month of service, to a maximum period of twenty-four (24) months. The spouse/civil union partner and/or dependent may thereafter extend coverage under COBRA. The University will also continue to make its otherwise applicable premium cost contributions for medical insurance on behalf of the spouse/civil union partner of a retiree who dies, free of premium charges to the spouse/civil union partner, for a period of two (2) years following the death, after which the spouse/civil union partner may continue such coverage at 50% of the premium cost; provided, a spouse/civil union partner is entitled to such coverage, and only until the date of his or her eligibility for Medicare.

b. Dental Insurance

i. Effective Coverage Date. Faculty members in benefits Group A, B or C 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 thirty (30) 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.

ii. Plan Options. The dental insurance plan options currently available to faculty are a Base Plan and a High Option Plan offered through Northeast Delta Dental. The University pays the entire premium cost for eligible faculty members and his or her dependents under the Base Dental Plan; faculty who select the High Option Plan pay the premium cost difference between the Base and High Option Plans. Plan coverage specifications, including pre-treatment authorization procedures, and costs, including deductibles and coverage maximums, are available for review in the Summary Plan Descriptions available from the Human Resource Services Office or at its website. A summary of provisions can be found in Appendix B of this Agreement.

iii. Disability, Retirement or Death

(a) Disability. The provisions of Section I.a.viii.(a) of this Article are applicable to dental coverage.

(b) Retirement. Faculty retirees whose qualifying years for retirement have been in benefit Groups A, B, or C, 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 costs of the base dental plan. Retirees who select the high option plan pay the premium cost difference between the base and high option plans.

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 premium cost described in the prior paragraph.

Continuation of the current dental insurance plan for retirees or any other dental insurance plan is not guaranteed. The University retains the right, in its sole discretion, to change or modify any such plans for retirees or to cease offering retiree dental insurance altogether.

(c) Death. The provisions of Section 1.a.viii(c) of this Article apply to dental coverage for a spouse/civil union partner and/or dependents.

iv. Changes in Carrier and Plan Modifications. The provisions in Section 1.a.vi and 1.a.vii of this Article are applicable to dental insurance carrier changes and plan modifications.

c. Life Insurance

i. Group Life Insurance. Faculty members may obtain life insurance under plan options currently provided through the carrier. Eligible faculty members who wish to obtain such insurance must enroll in a plan within thirty (30) days of the effective date of initial appointment; in such case, coverage begins on the first of the month following the initial thirty (30) days of employment. Faculty in benefit Group D must wait one year before becoming eligible for the coverage. For faculty in benefits groups A, B, C, or D, the University offers several options for group term life insurance coverage. Proof of insurability must be submitted with the enrollment application in the following instances:

- If a faculty member fails to enroll within thirty (30) days of the effective date of initial eligibility date.
- If, at the time of initial enrollment, a faculty member elects coverage exceeding two times his or her salary.
- If a faculty member seeks spousal coverage exceeding \$50,000.
- If a faculty member seeks to increase the level of insurance originally obtained or to insure the lives of dependent children more than thirty-one (31) days after the effective date of initial appointment.

ii. Plan Options and Cost. Plan coverage specifications and premium costs may be reviewed in the summary plan description available from the Human Resource Services Office or at its web site. Premium rates, including faculty cost contributions, are subject to annual adjustment. As set forth in the summary plan description, insurance coverage options will be affected by events such as an award of disability benefits and retirement.

d. Disability Plans

A faculty member who becomes disabled from performing the duties associated with his or her appointment may be protected from certain loss of income under the terms and conditions of two separate plans. Short-term disability coverage is a University self-funded disability plan providing benefits for the first six months of a total and permanent disability. Long-term disability coverage is offered through a group disability insurance policy, which provides benefits beginning six (6)

months after the date of total or partial disability.

i. Long-term Coverage. Coverage for long-term disability is available to faculty members in Groups A, B or C who have completed one year of University employment. The faculty member must pay a portion of the insurance premium in order to receive this benefit.

Long-term disability insurance provides monthly payments up to age 65 starting six (6) months after the faculty member becomes totally disabled, as defined by the long-term disability insurance carrier, or cannot perform all of the duties of his or her normal occupation due to illness, bodily injury or other disabling circumstances. The faculty member may alternatively qualify for partial disability payments when he or she is physically capable of working part time. After thirty (30) months of receiving long-term disability benefits the faculty member will continue to qualify for benefits only if he or she is unable to perform any occupation for which he or she is reasonably suited by education, training, or experience.

To ensure coverage under this benefit, eligible faculty members must enroll in the plan at the time of hire; in the event of such enrollment, coverage is effective on the first of the month following the first anniversary date of initial appointment.

Alternatively, a faculty member may be eligible for immediate coverage if (a) he or she is newly appointed to the University but was insured within the three months prior to University employment under a group long-term disability policy that provided income benefits for at least five (5) years; or (b) he or she is a former-benefits eligible University faculty member returning within one (1) year of a break in service. If, following the date of initial appointment, a faculty member experiences a break in service exceeding one semester, coverage ends as of the effective date of termination of appointment but becomes effective again at the commencement of a subsequent appointment within one (1) year of the termination date if the faculty member reapplies. If not applied for at that time, or if the subsequent appointment occurs more than one year following the termination date, there will be a one-year waiting period.

If a faculty member declines to enroll in the plan within thirty (30) days of initial eligibility, he or she may furnish proof of insurability with any subsequent enrollment application in order to obtain coverage, provided that, upon the occurrence of certain life events specified in the policy, a faculty member may enroll in the plan without proof of insurability if application for enrollment is made within thirty (30) days of such event. If a faculty member elects this deferred enrollment option, no long-term disability benefits will be payable for disabilities occurring as a result of conditions existing prior to the effective date of coverage. Faculty who decline to apply for long-term disability will be covered by contract provisions applicable to leave of absence without pay, after paid time under the short-term disability plan and accrued medical and vacation leave are exhausted.

Faculty may choose between two types of coverage:

(a) Basic Coverage. Pays 60% of salary with a \$10,000 monthly maximum. Faculty members pay a 30% co-payment of premium.

(b) Optional Coverage. Pays 70% of salary with a \$11,667 monthly maximum. Faculty members pay the difference between this option and the cost of basic coverage.

Compensation under either of the above options will be reduced by payments from other sources such as Workers Compensation, Social Security, and other group long-term disability plans. The total amount of compensation from all sources under these plans will be 60% or 70% of monthly

income depending on the plan selected. The insurance carrier monthly benefit will never be less than \$100 or 10% of the benefit amount, whichever is greater, even if this amount may bring the total disability income to more than the guaranteed benefit. Payments begin on the first of the month after the faculty member has been totally disabled for six (6) months. After forty-two (42) months of continuous disability, monthly payments will be increased 3% annually or by the Consumer Price Index if lower. While the faculty member is disabled, he or she will still be required to pay premiums for insurance coverage for him or herself and his or her dependents. If the faculty member should die while disabled, the surviving spouse would need to pay for him/herself and dependent premiums in order to continue medical insurance and dental coverage during the benefit extension period.

To begin receiving disability payments, a faculty member must apply for benefits and submit medical certification of long-term disability satisfactory to its insurers.² In addition, a faculty member who becomes disabled must apply for Social Security disability benefits and Medicare Parts A and B immediately upon medical certification of disability³.

Provisions on certification of ability to return to work after a period of medical leave due to disability are set forth in Section 6.b of this Article.

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 dean or Provost, as appropriate, will provide the faculty member an opportunity to meet within ten (10) days of issuance of the notification. 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 fourteen (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.

ii. Partial Disability. A faculty member may qualify for part-time employment and partial disability payments upon appropriate medical certification of such disability by the carrier. After thirty (30) months of such disability, the faculty member will continue to qualify for benefits only

² Disability certification for purposes of these programs shall not itself constitute a finding of disability for purposes of institutional compliance with federal and State disability non-discrimination laws.

³ An individual over 65 years of age who becomes totally disabled must apply for Medicare Parts A and B; the amount of long-term disability payments will be reduced by the otherwise applicable level of Social Security benefits regardless of whether the individual applied for such benefits. Individuals under 65 years of age must apply for Medicare Parts A and B and Social Security Retirement Benefits. In the latter instance, disability benefits will be reduced in proportion to Social Security benefits awarded.

if he or she is medically certified as unable to perform any occupation for which he or she is reasonably suited by education, training, or experience due to disability.

iii. Total and Permanent Disability. To receive certification of total and permanent disability, a faculty member must qualify for disability benefits under either the long-term disability program described above or by Social Security Administration standards in order to continue to receive health and dental insurance coverage. Upon expiration of the twenty-six (26) week period following appropriate medical certification of permanent disability, a faculty member will be deemed retired from University employment for the duration of the disability.

If total and permanent disability occurs before age 60, disability payments will continue until the earlier of medical certification of termination of the disability or age 65. If the disability occurs after age 60, but before age 65, a faculty member is eligible to receive benefits either until medical certification of termination of the disability or five (5) years from the effective date of disability. If the disability occurs after age 65 but before age sixty-nine (69), a faculty member is eligible to receive benefits until the earlier of medical certification of termination of the disability or age seventy (70). If the disability occurs on or after age sixty-nine (69), benefits will be paid for one (1) year.

Health and dental insurance coverage options for a faculty member who becomes totally and permanently disabled are described in Sections 1.a.iii and 1.b.iii of this Article. In addition, a faculty member who becomes totally and permanently disabled may qualify for a waiver of payment of Group Life insurance premiums provided that he or she is insured at the time of disability certification.

Plan coverage options, specifications and costs are available for review in the Summary Plan Descriptions available from the Human Resource Services Office or at its web site.

e. Workers' Compensation.

Pursuant to state law, the University maintains workers' compensation insurance covering faculty who, in the course of their University employment, sustain accidental bodily injuries or occupational illnesses and lose work time as a result. Faculty must report an actual or apparent work-related injury or illness to the department chair (or dean in programs without a chair) within twenty-four (24) hours of the incident, and the chair must submit a first report of injury to the University Office of Risk Management, with a copy to the dean, within seventy-two (72) hours of receipt of the report. All workers' compensation claims are subject to investigation and continuing assessment by the University and/or its insurance carrier.

The University pays the full premium cost of workers' compensation insurance. Payment of medical expenses associated with such injuries or illnesses is administered through UVM's Risk Management Department, and not faculty medical insurance plans.

Payments in lieu of salary during a period of temporary disability due to illnesses or injuries incurred under this provision are made through the workers' compensation program. Details regarding the workers' compensation program may be obtained at <http://www.state.vt.us/labind/wcindex.htm> or through UVM's Risk Management Department.

The faculty member may choose to be paid from either his or her medical leave or he or she may receive workers' compensation disability payments during absences caused by a work-related accident or illness. Only one option may be chosen. If the faculty member receives workers' compensation payments directly, he or she will not accrue additional vacation or medical leave

from the University, nor will he or she receive UVM contributions to the retirement plan if enrolled.

If the faculty member decides to be paid from medical leave, he or she will receive full pay for the period of available medical leave. Worker's compensation insurance payments to the faculty member under this option must be endorsed to UVM and deposited to the appropriate departmental account.

f. Unemployment Compensation.

The University is subject to the provisions of the Vermont Unemployment Compensation Law. To draw unemployment compensation benefits, a faculty member must meet state eligibility requirements and serve any applicable disqualification periods. Details regarding conditions of eligibility for unemployment compensation benefits may be obtained from the Vermont Department of Employment and Training <http://www.det.state.vt.us/>

g. Social Security.

Faculty must have a valid Social Security account number to be employed at the University. Faculty other than those employed by the federal government are covered by welfare insurance under the provisions of the Old Age, Survivor, Disability Insurance Act of 1935 as amended, commonly known as Social Security. In compliance with the Federal Insurance Contributions Act ("FICA"), the University and the faculty member are required to make FICA contributions toward the Social Security benefits fund, payable by the faculty member through payroll deductions.

Faculty who retire prior to the date on which they are eligible for Medicare are solely responsible for enrollment in the Medicare health care supplement program and all premiums and other costs associated therewith. See Section I.a.(viii).(b) of this Article.

h. Liability Insurance: Indemnification for Employment Acts and Omissions.

Faculty members are covered by blanket bond protection, general liability insurance and errors and omissions insurance while working at the University. The University provides faculty legal representation in defense of claims and indemnification for judgments and settlement expenses incurred in connection with the defense or resolution of civil actions filed against them and arising out of the performance of their assigned job duties, provided that prompt notice is given by the faculty member of such claims and eligibility criteria are otherwise met. The applicable policy is available at http://www.uvm.edu/~uvmppg/ppg/general_html/indem.pdf, and may also be obtained from UVM's Risk Management Department.

i. Travel and Accident Insurance.

The University maintains travel and accident insurance to cover faculty who, while traveling on authorized University business, sustain injuries or loss of life in the operation of vehicles owned or leased in the name of the University or while riding as a passenger in, or boarding or alighting from, any land or water conveyance, or riding as a passenger in, or boarding or alighting from, any civil aircraft. Coverage provides for \$150,000 per accident resulting in death and \$75,000 per accident resulting in loss of hand, foot, or eye. Such injuries or losses must be reported immediately to the Department of Risk Management by the faculty member or the department chair. Faculty involved in accidents while operating a personally owned or leased vehicle are not covered by University insurance.

j. Transitional Benefits for Beneficiary

In the event of a death of an individual while actively employed at UVM, a payment equal to 10 (ten) workdays' pay will be made to the faculty member's estate along with the faculty member's regular compensation.

20.2 Flexible Spending Account.

The University will maintain a defined contribution plan known as a Flexible Spending Account for the benefit of eligible faculty, which it or its designated agent will administer under Internal Revenue Service ("IRS") standards. During the Flexible Spending Open Enrollment period, faculty may set aside pre-tax dollars to a maximum of \$5,000 respectively each calendar year for non-reimbursed health care and dependent child care costs, from which they are reimbursed for qualifying out-of-pocket expenses. Funds unexpended at the end of the plan year shall be forfeited.

If a faculty member's employment terminates or there are employment status changes and he or she is no longer contributing to the medical reimbursement Flexible Spending Account the account will be capped at the amount of the faculty member's contributions and he or she will not be able to submit expenses which are incurred after contributions cease unless he or she elects to exercise COBRA rights as applied to medical, dental and Flexible Spending Accounts.

Information regarding Flexible Spending Account program requirements may be obtained from the Human Resource Services Office or at its website.

20.3 Retirement Defined-Contribution Program.

Faculty may contribute on a tax-deferred basis in retirement savings plans made available through the University in accordance with IRS requirements and on the terms and conditions set forth in the funds selected by the faculty member. Information on plans currently available to faculty may be obtained from the Human Resource Services Office or at its website.

The University will make a contribution on behalf of eligible faculty members to the 403(b) fund(s) identified by the faculty member based on 10% of his or her annual base salary, provided that the faculty member contributes the required minimum contribution of 3%. There is a waiting period of four consecutive semesters (Fall/Spring) of employment in benefit-eligible Groups A, B, C, or D before the University will provide this contribution unless the faculty member (1) is an assistant professor, associate professor or professor, (2) is already vested in a TIAA/CREF account or (3) was previously vested in a retirement account with another non-profit employer. It may also be waived if the individual is a former UVM employee whose employment ceased with three (3) or more years of continuous employment in benefit-eligible groups A, B, C or D at the University and who is then re-employed by UVM in a bargaining unit position within two (2) years after the original termination. This does not apply, however, if the faculty member was terminated for cause.

If the faculty member is participating in the plan and voluntarily reduces his or her full-time equivalency so that he or she no longer qualifies for benefits under Groups A, B, C or D, the faculty member will cease to be eligible for University contributions but may continue to participate in the plan on a voluntary basis.

If the faculty member is involuntarily terminated (except for terminations for cause) from a position eligible for benefits in Groups A, B, C or D and returns within two (2) years to a bargaining unit position, the faculty member will be credited with prior service toward the waiting period.

Contributions to the plan(s) are immediately vested and non-forfeitable even if the faculty member departs from the University before his or her retirement, provided that, a faculty member cannot

withdraw from, or borrow against, University contributions during the period of University employment, and further provided that a faculty member's ability to withdraw from personal contributions is subject to the terms of the retirement fund(s) and possible tax penalties.

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 performed for the University during the summer. To be eligible for the University's continued 10% contribution, the faculty member must teach at least a credit-bearing course of three (3) credits or more during the summer or must receive salary compensation for at least one month of funded research during the summer. The faculty member must also continue their contributions to the retirement plan during this period to be eligible.

Prior to the end of the academic year each 9- and 10-month faculty member will be asked to submit workload information regarding upcoming summer assignments and appointment renewal to the Human Resource Services office verifying his or her eligibility.

20.4 Deferred Compensation Plan.

A faculty member who has contributed the maximum allowable to a 403(b) retirement savings plan may elect to invest in a 457(b) deferred compensation plan funded solely by the faculty member. Information on this option may be obtained from the Human Resource Services Office or at its website.

Roth 403 (b) Effective 1-1-10, faculty may invest their own money in a Roth 403(b) plan made available through the University in accordance with IRS requirements and on the terms and conditions set forth by the accounts selected by the faculty member. This plan cannot be designated for the 10% university contribution.

20.5 Tuition Remission.

Educational benefits in the form of tuition waiver ("tuition remission") are available for faculty and his or her spouse or civil union partner and dependent children in accordance with the tuition remission benefits plan described in this Article. This benefit applies only to course registration fees charged to all students for enrollment for a specified number of credit hours. 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. The University will pay the comprehensive fee and summer session registration fees associated with courses that receive tuition remission benefits.

If a faculty member dies or begins to receive disability payments while appointed to a position in the unit, then the otherwise existing eligibility of a spouse or civil union partner and/or dependent as set forth below shall be retained.

Additional plan information and tuition remission benefit applications may be obtained from the Human Resource Services Office or at its website.

a. For Faculty. In addition to the above, one (1) course per semester may be taken by faculty during University business hours, provided that the department chair is able to arrange necessary and appropriate coverage on a non-overload and cost-neutral basis. 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 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. Additional information is available in the Human Resource Services Office.

Faculty who live and work forty (40) or more miles from the University of Vermont Burlington campus may apply for tuition reimbursement for courses taken at any of the colleges or schools for which tuition remission is now available to dependent children.

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.

Faculty who retire after qualifying for post-retirement benefits are entitled to tuition remission for University of Vermont courses taken for credit or audit, up to fifteen (15) credits of course work per year, beginning September 1 and ending August 31.

b. For Spouses, Civil Union Partners and Dependent Children. Once a faculty member in benefit Group A, B, or C, 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.

Surviving Spouses. If a faculty member 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 widow of widower of the deceased faculty member ineligible for this benefit.

Once a faculty member in benefit Group A, B, or C, 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; and (3) a "qualifying child" as defined by the IRS and 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 during a semester as to which tuition is due once he or she reaches the age of 24 (subject to the extension of eligibility associated with active military service); the dependent fails to complete the degree program within seven (7) consecutive academic years and 150 attempted and/or paid credit hours; and/or, as to prospective enrollment, the appointment of the faculty member terminates before a semester drop/add period ends.

Tuition remission for summer session courses at UVM and VSC may be granted if the credits taken will be applied to satisfy requirements of the degree which the student is pursuing. Note: dependent children who are undergraduate students at other institutions will qualify for this benefit if they

meet all of the qualifications as previously described.

Tuition remission as outlined above is granted to dependent children of faculty members: (1) who retire after becoming eligible for retirement or disability benefits as previously described herein; active faculty members; (2) who die after having completed four (4) years of continuous University employment; and (3) faculty members on leave status from the University for not more than one (1) year.

20.6

Absences: Leaves of Absence.

An absence from regular University duties not exceeding two weeks shall be deemed an "absence." Absences must be arranged with the department chair or dean and an acceptable plan for carrying on the work during the absence must be made. In cases where the arrangements and work plans are between the department chair and the faculty member, the dean will be notified of the arrangements.

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

An absence from regular University duties in excess of two weeks is considered a "leave of absence." Leaves of absence may or may not be granted in the discretion of the University. Any leave of absence and the length and conditions under which it is granted must have the approval of the Provost. In no instance shall a leave of absence be granted for a period beyond the faculty member's term of appointment.

Except as otherwise specified in this Article or required by law, an authorized absence or leave of absence shall not extend the probationary period for tenure-track faculty in the absence of the express written approval of the Provost following his or her consultation with the dean.

Leaves and other absences from the University, whether taken on a paid or unpaid basis, must be taken solely on the grounds, and authorized in accordance with the provisions, set forth below. Unauthorized absences constitute misconduct subject to disciplinary action under the provisions of Article 13 of this Agreement.

Absences and vacations for twelve (12) month faculty must be submitted to the official university system of record according to automated or other processes as determined by the university.

a. Vacation.

i. Eligibility. Faculty on nine- or ten-month appointments are ineligible to accrue paid vacation leave. Faculty on twelve-month appointments accrue vacation leave as specified below.

ii. Accrual. Faculty on twelve-month appointments accrue vacation leave on a fiscal year basis at the rate of .916 days per pay period (22 days per year, pro-rated by the contracted FTE). No such leave shall accrue on temporary increases in FTE that are less than four months. No such leave shall accrue during a period when (a) vacation leave or medical leave is granted and the appointment terminates at the end of such leave; (b) a faculty member is on a leave of absence without pay (except for a period of disability leave paid for by worker's compensation benefits); (c) a disciplinary suspension is instituted under this Agreement; (d) an unauthorized absence or leave is in progress; or (e) a faculty member is on a sabbatical or professional development leave.

With the agreement of their supervisors, faculty members will be able to take up to 22 days of vacation time before the time has accrued. If the faculty member ceases to be employed before

the used vacation time has accrued, the University will deduct the amount owed to the University from the faculty member's final paycheck.

iii. Carryover; Maximum accrual. Faculty members may use annual vacation time during the same year it is accrued. Alternatively, faculty may carry over accrued but unused vacation time into the following fiscal year, as long as the total amount to be carried over is not more than twice the annual allocation of 22 days. The maximum number of vacation days that can accumulate cannot exceed twice the annual allocation of 22 days (up to a maximum of forty-four (44) days of vacation leave). Upon termination of University employment, or a reduction in appointment length, a faculty member who has accrued vacation and whose salary derives from the General Fund is entitled to compensation for leave accrued to a maximum of forty-four (44) days, payable at the salary rate in effect on the last effective date of employment, or the end of the twelve-month appointment, provided that a faculty member will be paid up to the maximum of the remaining days in his or her appointment, whichever is less. In event of the death of faculty member, his or her estate will be entitled to payment for vacation time accrued up to the maximum allowed under this provision.

Faculty whose salaries are derived from research grants or from funds other than the General Fund (e.g. Income and Expense funding, gifts, Extension funding) must use all accrued vacation time before the end of his or her externally funded appointment. Failure to do so will result in forfeiture of such accrual.

In event of the death of faculty member, his or her estate will be entitled to payment for vacation time accrued up to the maximum allowed under this provision.

iv. Vacation leave approval. A faculty member must request approval in writing from his or her chair or dean reasonably in advance of the proposed vacation leave. The chair or dean will consider vacation requests in accordance with the operational needs of the unit. In the event of a conflict in faculty vacation schedules, priority shall be granted based on rank and seniority within the department. The chair or dean will notify the faculty member in writing of the beginning and end dates of the approved leave. Records of vacation time used will be submitted through use of automated or other systems and maintained in the official University system of record. A faculty member's vacation leave balance shall be debited only for leave taken on scheduled work days.

To be paid for accumulated and unused vacation leave at the time of termination or reduction in appointment length, the department's records must verify the number of accumulated vacation days.

b. Medical Leave

i. Medical leave is to be used in cases when faculty are absent from work and incapable of performing their duties due to personal illness or injury or due to certain parental leaves or family care leaves as outlined in Sections 6.d and 6. e below.

All medical leaves will run concurrently with FMLA leave. Medical leaves will not constitute a break in service.

ii. Faculty in benefit Groups A or B 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 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.

Faculty who have been employed for less than one (1) year may be granted as much as one (1) month of medical leave pro-rated based on their FTE

Medical leave is not earned on increases in FTE that are temporary.

iii. In all cases in which a faculty member is out on medical leave for five (5) or more consecutive working days, 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 medical leave, including FMLA leaves.

At any time in appropriate cases, whether the faculty member is actively employed or returning from a leave, the University may ask for an independent medical examination. The University may select the physician or health care provider and will pay the costs for any such independent examination.

iv. Records of medical leave earned and used shall be kept by the department or dean's office, as appropriate through use of automated or other systems. These records will be periodically reviewed and approved by the faculty member and department chair, or dean, or his or her designee. Faculty may review their medical leave records via the self-service feature through the automated system.

v. If a faculty member is absent or is expected to be absent for more than two (2) weeks, she/he must request a medical leave of absence from his or her chair or dean by submitting a "leave of absence request form" which may be obtained from the Human Resource Services Office. Faculty on medical leave, either paid or unpaid, shall continue to participate in insurance programs for up to twenty-six (26) weeks. If the leave is unpaid, the University will not contribute to the retirement plan, vacation leave will not accrue, and tuition remission will not be available except for the faculty member's otherwise eligible dependent children.

vi. A faculty member on paid or unpaid medical leave shall normally have his or her position held for a period of not more than twenty-six (26) weeks (or less if the position has been eliminated because of non-renewal of appointment or retrenchment). If the faculty member is unable to return to work after twenty-six (26) weeks, a leave of absence must be applied for at least thirty (30) calendar days before the expiration of the 26-week period. Such leave may not exceed one (1) year. Failure to apply will result in automatic termination of employment at the end of the leave. Any application for such a leave shall be granted in the sole discretion of the University taking into account the faculty member's medical prognosis, budgetary considerations, the operational and/or instructional needs of the department, and the faculty member's length of service at the University. Such a request for leave shall not be unreasonably denied.

c. Family Medical Leave Act.

i. Under the Family Medical Leave Act ("FMLA"), eligible faculty (as defined by statute) are entitled to receive up to twelve (12) weeks of unpaid leave during a twelve (12) month period in accordance with the eligibility requirements and other provisions of the FMLA

(a) for the birth of a child and to care for such child;

(b) for the placement of a child for adoption or foster care;

(c) to care for a spouse, civil union partner or a parent with a serious health condition or

(d) when the faculty member is unable to work because of a serious health condition.

ii. Faculty may use any accrued vacation paid leave toward their twelve (12) weeks of FMLA leave in any of the above circumstances. Faculty may use medical leave only when the faculty member is unable to work due to a personal illness or injury or in conjunction with parental or family care leave as described in Sections 6.d and 6.e of this Article.

iii. Faculty requesting an FMLA leave must submit a "leave of absence" request form for approval through the customary process no less than thirty (30) days in advance to their department or dean, as appropriate, when the leave is foreseeable for the birth or placement of a child for adoption or foster care or planned medical treatment. When it is not practicable, for emergency reasons, to provide such notice, submission of the leave form shall be given as soon as practicable, ordinarily within one or two business days of when the faculty member learns of the need for the leave. In cases that do not involve emergency circumstances, failure to submit the form requesting FMLA leave thirty (30) days in advance may result in denial of the leave. All medical leaves will run concurrently with FMLA leave. With the exception of parental leave, as described in Section 6.d of this Article, FMLA requests may be for full, partial or intermittent leave. All requests will be given full consideration by the department chair or dean and accommodated to the extent possible.

iv. The twelve (12) month period for determining the eligibility for twelve (12) weeks of FMLA shall be based upon the "rolling back" method measured backward from the date a faculty member uses any FMLA leave. Under this method, each time a faculty member takes FMLA leave, the remaining leave would be any balance of the twelve (12) weeks which has not been used during the immediate preceding twelve (12) months.

v. The University may ask for medical certification in cases where the leave requested is due to the faculty member's own serious health condition or where the leave is requested for the care of a spouse, partner to a civil union, child or parent with a serious health condition with an indication that the faculty member is needed to care for the family member. Subsequent re-certifications to support continuing FMLA may be required on a reasonable basis.

vi. When paid vacation or medical leave are used in conjunction with an FMLA leave, the faculty member's share of health care and other benefit premiums will be paid for as customarily provided for paid leaves of absence. In the event the FMLA leave is unpaid, the University will continue its contributions towards benefits for the full twelve (12) weeks, provided the faculty member continues his or her contributions. The faculty member will be given a thirty (30) day grace period beginning on the first day of the leave to pay his or her share of medical and dental insurance premiums. The amount of this share shall be equal to the share paid by the faculty member when he or she is not on leave.

vii. A faculty member on an unpaid FMLA leave shall not accumulate vacation leave during the period of unpaid absence. A faculty member who takes an FMLA leave shall be entitled to be restored to the same position or an equivalent position upon return from the leave.

d. Parental Leave

1. Except for those who qualify under Section 6.d.(2) below, a faculty member may use six (6)

weeks of medical or accrued vacation leave for childbearing or child-rearing (adoption). Such parental leave will run concurrently with FMLA leave.

A faculty member who gives birth, whose spouse (or partner to a civil union) gives birth or who adopts a child will be relieved of all duties for six weeks immediately following the birth or adoption without loss of benefits and as part of any FMLA entitlement. Faculty may use any medical or accrued vacation paid leave toward the six weeks of parental leave. If the amount of the faculty member's medical or accrued vacation is less than thirty (30) working days (six weeks), the remaining part of the six-week leave period must be taken as leave-without-pay. Benefits will continue during the entire six weeks of leave (whether paid or unpaid), as long as the faculty member continues to pay his or her regular contribution to the cost of benefits.

(a) If the birth or adoption takes place during a semester in which the faculty member receiving leave is teaching, he or she will meet with the department chair, or in units without a chair, the dean or supervisor, at least thirty (30) days in advance of the birth or adoption to discuss how the teaching of his or her classes will be handled for the rest of the semester following the six-week leave assuming dean's approval of the plan. If, due to emergency circumstances, the faculty member is unable to provide such notice, notice shall be given as soon as practicable, ordinarily within one (1) or two (2) business days of when the faculty member learns of the need for the leave. In cases that do not involve emergency circumstances, failure to request child-bearing or child-rearing leave at least thirty (30) days in advance may result in denial of the leave. A faculty member whose application for such leave has been approved can also make workload adjustments for that semester with his or her chair with the approval of the dean, or in units without chairs, with his or her dean for this semester. Such a workload adjustment will be documented on the annual workload plan.

(b) Concurrently with child-bearing or child-rearing leave, the faculty member may apply for up to twelve (12) months of parental leave without pay or benefits. If the parental leave of absence is granted, no medical or vacation leave will accrue during this time, and any unused FMLA leave will be applied to the parental leave.

(c) Once the semester has begun, a faculty member returning from parental leave will meet with his or her department chair or in units without a chair, the dean or supervisor, to discuss the particulars of the workload assignments and the expectations under such circumstances. The chair will submit a proposal to the dean for approval.

2.

(a) Faculty members with the ranks of Assistant Professor, Associate Professor, Professor, and Senior Lecturer, together with other faculty members with at least four (4) years out of the most recent six (6) year period of bargaining unit service who become a parent shall be entitled to either a one semester paid leave or, a fifteen (15) week paid leave for faculty on 12 month appointments.

(b) The faculty member shall be required to use his or her medical leave and, if applicable, any accrued vacation time. If the amount of the faculty member's medical or accrued vacation is less than the requested leave time, the remaining part of the semester, or fifteen (15) week, leave period must be taken as leave-without-pay. Benefits will continue during the entire semester, or fifteen (15) week, leave (whether paid or unpaid), as long as the faculty member continues to pay his or her regular contribution to the cost of benefits.

(c) Semester-based leaves will be taken during the semester in which the child's birth or adoption occurs, or an adjacent semester.

(d) Faculty on 12-month appointments may schedule their fifteen (15) week leave other than during a semester. Scheduling of such leave will be accomplished in coordination with the chair. Such fifteen (15) week leaves must be completed within six (6) months of the birth or adoption of the child. The faculty member shall be required to use his or her medical leave and, if applicable, any accrued vacation time.

(e) FMLA leave shall run concurrently with such parental leave.

(f) Application for parental leave must be submitted at least one (1) semester prior to the proposed start of the leave, or when the faculty member has knowledge of the impending birth or adoption, whichever is later.

(g) A faculty member will apply for such leave by submitting a completed "leave of absence request form" to his/her chair for approval through the customary process.

(h) A faculty member who takes a parental leave for one (1) semester or fifteen (15) week period must return for one (1) year of full time University service (0.75 FTE or greater), assuming such a position is offered to the faculty member by the university. Failure to fulfill this obligation shall require the full and immediate repayment of salary and benefits received from the University while on leave, unless the faculty member, dean/director and Provost agree on alternative arrangements.

(i) Concurrently with parental leave as provided for in Sections 6.d.(2a) – 6.d.(2h) above, the faculty member may apply for up to an additional semester (or fifteen (15) weeks for 12-month appointees) of parental leave without pay or benefits. If the parental leave of absence is granted, no medical or vacation leave will accrue during this time, and any unused FMLA leaves will be applied to the parental leave.

3. When both parents are members of the bargaining unit, the maximum amount of combined parental leave with pay and benefits that may be taken shall be one (1) semester or, for 12 month appointees, fifteen (15) weeks.

4. In cases of multiple births, (i.e. twins, triplets) the maximum amount of parental leave time that may be taken shall be one semester or, fifteen (15) weeks for 12 month appointees.

5. Leaves granted under Section 6.d are for the purposes stated. Therefore, unit members who are on such leaves may not engage in additional salaried employment.

e. Family Care Leave

1. Faculty members with the ranks of Assistant Professor, Associate Professor, Professor, and Senior Lecturer, together with other faculty members with at least four (4) years out of the most recent six (6) year period of bargaining unit service shall also be entitled to use thirty (30) days of their medical leave per fiscal year in cases where, because of the nature of a "serious health condition" as defined in the FMLA, the faculty member is required to be available for significant care-giving for a child, spouse (or civil union partner) or parent.

2. Scheduling of such leave and any necessary workload adjustments will be accomplished in coordination with the chair.

3. FMLA leave shall run concurrently with such family care leave.

4. Application for such family care leave shall be consistent with all procedures and requirements for FMLA leave delineated in Section 6.c. of this Article

f. Bereavement. Upon written request to the dean, a faculty member is entitled to three (3) days of paid leave, deducted from accrued medical leave, for deaths within the immediate family, which period may be extended to five (5) days if approved in advance by the department chair. Immediate family is defined to include spouse or civil union partner, children or stepchildren, parents or stepparents, brothers or sisters, sisters or brothers-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, the mother or father of the faculty's spouse, aunts, uncles, the aunts or uncles of the faculty's spouse, sisters- and brothers- in-law of the faculty's spouse, the brothers or sisters of the faculty's spouse. Requests for such leave will be made by the faculty member promptly and in writing to the chair.

g. Military. A leave shall be granted by the Provost upon request of a faculty member who enters full-time service in the Army, Navy, Marine Corps, Air Force, Coast Guard, Public Health Service commissioned corps, and the reserve components of these services and the National Guard and civilian service that is, as decided in the sole discretion of the President, an essential part of the national defense program. In its administration of this provision, the University will adhere to all requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), (38 U.S.C., Sections 4301-4326) and any other pertinent legislation, including provisions relating to reinstatement.

i. Short-term leave. The University will continue the salary and benefits appropriate to the faculty member's appointment period for up to ten (10) days of leave per year, plus an additional ten (10) days due to emergency call-out by the President of the United States or the Governor of the State of Vermont.

ii. Extended Service. Faculty who enter active military service in the Armed Forces of the United States or the Vermont National Guard by call to active duty or voluntary entrance shall be entitled to a military leave of absence without pay for the period of time required to fill the active military service obligation. This leave shall automatically terminate if the individual remains in military service beyond the initial obligation or fails to give written notice to the Provost of intent to return to work within ninety (90) days after release from military service.

h. Court or other Subpoena Obligation. Leave will be approved for jury duty and/or to fulfill a valid subpoena obligation (hereinafter "court duty") in accordance with the provisions of this section. Court duty shall be defined as time spent away from assigned duties as a result of receipt of a jury duty summons or a valid subpoena for witness testimony. Service as an expert witness, representative of a party other than the University and/or other non-court-mandated duty is not eligible for leave under this provision.

i. Leave approval. A faculty member who receives a summons or subpoena for court duty must promptly and in writing so advise the chair and dean for leave and provide a copy of such summons or subpoena with the notification. Following approval of the leave, the dean will notify the

chair, and the chair will arrange for coverage of the faculty member's assignments subject to approval by the dean.

ii. Pay. A faculty member who serves on court duty shall receive his or her customary compensation during the period of leave if he or she remits to the University the fee received for such duty less payment for travel expenses and reasonable reimbursement for subsistence received. The faculty member must contact his or her department or dean's office business manager promptly to arrange for such remittance.

iii. Return from Leave. A faculty member on court duty shall apprise the dean of the expected period of leave. A faculty member returning from jury duty must advise the dean in writing of his or her return and arrange with the chair reasonably in advance of the return date the resumption of assignments. Upon request of the dean, the faculty member shall provide written verification of a period of jury service.

i. Unpaid Leave of Absence.

i. Leave Request. Except as otherwise stated in this Article, a faculty member must apply in writing to the department chair for a full or partial unpaid leave of absence. If such a leave is recommended to the Provost by the chair and dean or director, a decision on the application shall be made by the Provost within seven (7) days of its receipt and following consultation with the dean/director. The dean or director shall notify the faculty member in writing of the Provost's decision. Notification of an approved leave will include the period of leave authorized and any associated conditions. The dean's office shall also submit the necessary paperwork to the Human Resource Services Office noticing the leave approval and the duration of the leave.

Persons holding a full or partial leave of absence shall not be eligible to receive supplemental compensation as defined in this Agreement without the prior written approval of the Provost.

ii. Unpaid Leave of Absence without Benefits. A faculty member whose leave of absence exceeds fifteen (15) days may opt to continue the medical and dental insurance benefits for which he/she was eligible immediately prior to leave commencement at his or her own sole expense. A faculty member whose leave of absence is fourteen (14) days or less will continue to receive University contributions to the cost of such medical and dental insurance benefits provided that he or she maintains the otherwise required faculty contributions toward cost. A faculty member on a leave of absence does not accrue vacation or medical leave, service credit toward completion of probation, sabbatical or professional development leave eligibility, or seniority.

In the case of a faculty member granted a leave of absence which involves salary or other compensation from a non-University source, the sponsoring agency shall carry both salary and fringe benefits unless exceptions are provided for in writing in advance by the Provost.

iii. Unpaid Leave of Absence with Partial Benefits

The Provost may approve an unpaid leave of absence with partial benefits on a case-by-case basis if the following conditions are met:

(a) the purpose of the leave is to pursue a clearly articulated scholarly, creative or professional agenda that will enhance the mission of the University and

(b) the request has the unqualified, written support of the faculty member's chair and dean or director.

The final decision rests with the Provost and cannot be grieved. If approved, the University will continue its contributions over the length of the leave of absence for medical, dental and long-term disability insurance coverage at the same rate that was in effect prior to the start of the leave, except that long-term disability insurance cannot be extended for more than one year. The faculty member will continue to make contributions also at the same rate prior to the start of the leave.

During such a leave of absence, the University will not contribute to the retirement plan, vacation and medical leave will not accrue and tuition remission will not be available except for the faculty member's dependent children. Except for the above, all other provisions of Section 11 of this Article will apply.

iv. Return. A faculty member to whom a leave of absence has been granted does not have the right to return to his or her position before expiration of the leave without the advance written consent of the Provost following consultation with the dean.

A faculty member on a leave of absence must advise the dean/director by February 1 as to his or her intentions for the upcoming year. If the dean or director has not received such statement of intent in writing by February 1, the faculty member will be deemed to have severed his or her employment at the end of the academic year or fiscal year, whichever is appropriate to the term of the faculty member's appointment. Further, failure of a faculty member to return to duty in accordance with the conditions of leave approval without a written authorization for extension of leave from the Provost shall be deemed a resignation by the faculty member of his or her appointment.

When a leave of absence results in re-assignment of a faculty member's responsibilities during an academic year, resumption of assignments or assumption of appropriate alternative assignments upon return of the faculty member shall be arranged by the dean/director in consultation with the faculty member and the chair.

20.7

Parking. Faculty shall be subject to the same parking rates, procedures and policies as other University employees who are not subject to collective bargaining. The parking rate shall not increase by more than 15% for FY09 and 10% for FY10 and 10% for FY11.

Faculty with off-campus offices who travel to campus on required University business will be supported through the use of car-pool passes or, where available, a shuttle service or, if these options are not available, they may visit the appropriate Extension, State or departmental office for an appropriate parking pass to a maximum of twenty (20) per year.

20.8

Athletic Facilities. Faculty and their family members who have an active University identification card are entitled to use campus recreational facilities on an affiliate basis, according to the policies and procedures established by the Athletics Department and as long as such access does not interfere with any scheduled athletics program and/or student use of the facilities. The University may charge faculty and their family members a fee to cover the cost of facilities use, in accordance with a fee schedule to be published annually by the Department of Athletics. Faculty and their family members are also subject to such fees as may be associated with enrollment in athletics programs or classes offered by or through the University. For purposes of workers' compensation, any time spent by fa-

culty in the recreational use of such facilities shall not qualify as time worked.

20.9

Wellness Programs. The University may from time to time offer wellness and welfare educational or counseling programs and/or services for the optional use and benefit of faculty and other employees. The University reserves the right in its sole discretion (a) to contract with other providers for such programs and/or services; (b) to make changes in the content of such programs and/or services; and (c) to terminate any wellness program, with or without substitution; and d) to offer awards or financial incentives for faculty participation in such programs.

20.10

Faculty Retirees/Emeriti.

a. Faculty Retirees. In addition to the benefits for faculty retirees outlined in this Article, faculty retirees shall be issued, upon their request, a University Identification card. Such card shall entitle retirees to the following privileges:

— A UVM parking permit, issued under the same procedures and policies as active University employees. Should a retiree be reemployed by UVM they will be subject to the same parking rates, policies and procedures as active employees;

— 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;

— Use of the UVM e-mail system, subject to the policies, rules and regulations governing University e-mail; and

— Athletic facility access per the provisions of Section 8 of this Article.

b. Emeriti. Emerita/emeritus status is an honorary title that may be awarded to a faculty member upon retirement based upon the eligibility criteria and in accordance with the process set forth below.

i. Eligibility Criteria. The bestowal of emerita/emeritus status is an honor awarded in the discretion of the Provost to a faculty member upon retirement who has achieved a career of professional accomplishment and provided distinguished service to the University, the community, and their professional discipline. To be eligible for nomination, a faculty member must declare his or her intention to retire from the University (faculty are eligible to retire at the age of 60 following at least fifteen (15) years of continuous service or meet the age and service requirement of the grandparented group hired prior to July 1, 1997). Faculty who have attained the appropriate age and service record, but who otherwise are not eligible for post-retirement benefits, may still be eligible for consideration for emerita/emeritus status.

ii. Procedure. If the dean wishes to nominate a faculty member for emerita/emeritus status, during the semester preceding his or her retirement, the dean will make such nomination to the Provost, accompanied by a succinct statement summarizing the meritorious service rendered by the faculty member and a copy of his or her current curriculum vitae. The Provost will notify the

dean of his or her decision on the nomination. In the absence of extenuating circumstances, public announcement of emeriti status awards will be made at Commencement.

iii. **Titles.** For tenured faculty, the emeriti title will be a recitation of the type of academic appointment, followed by the academic discipline, and emerita/emeritus (e.g. Professor of [academic discipline] emerita/emeritus. For non-tenured faculty, the title will normally be a recitation of the type of appointment, and emerita/emeritus (e.g., "Senior Lecturer Emerita/Emeritus").

iv. **Recognition and Privileges.** Emeriti will be recognized ceremonially at the time of retirement through acknowledgement in the University Commencement program and award of a certificate of emerita/emeritus status. Thereafter, emeriti shall be listed by name and title in University catalogues. In addition, emeriti are afforded at least the following privileges:

— Recognition of emerita/emeritus status on the Commencement website in the year the honor is bestowed

— A citation presented at a function held in honor of newly appointed Emeriti

— Issuance of University identification card signifying emerita/emeritus status

— Authorization to display of emerita/emeritus status on University business cards and University letterhead and professional use of the title

— Listing in the emeriti section of the UVM Telephone Directory and in the University On-Line Catalogue

— Participation in University ceremonies affirming the academic mission of the University, such as Convocation and Commencement

— Attendance at, and participation in, college/school or departmental meetings and functions in accordance with any governing college or school Bylaws and otherwise at the invitation of the appropriate dean or chair

— Inclusion on professionally appropriate University publications, news and events mailing lists insofar as feasible

v. **Post-Retirement Appointments.** Emeriti faculty may apply for University faculty appointment on a part or full-time basis following retirement. The title to be held in such instances will be Emeriti Faculty. If, upon appointment, the individual becomes eligible for inclusion in an established bargaining unit, the terms and conditions of any collective bargaining Agreement governing such unit will apply and shall wholly take precedence over and supersede the emeriti provisions of this Article until the individual resumes non-active emeritus/emmerita status. The terms of any other appointment assumed by an emeritus/emmerita individual shall prevail until the individual resumes non-active emeritus/emmerita status.

vi. **Additional Provisions.**

(a) **Non-transfer; non-assignment.** All privileges described in the emeriti provisions are for the sole use of emeriti faculty and do not extend, unless otherwise expressly stated in program de-

scriptions, to the spouse or civil union partner or dependents of such individuals. In addition, the privileges are not transferable or assignable.

(b) Effective Date of Status. Emeriti status shall be bestowed upon the effective date of retirement from the University, following completion of any leave of absence from active service, such as leave granted pursuant to an early retirement or separation program. Emerita/emergitus status may also be awarded posthumously.

20.11

University Advisory Benefits Council and Health Insurance Working Group.

a. The University Advisory Benefits Council ("UABC") previously established shall continue for the life of this Agreement. There shall be fifteen (15) voting members on the UABC with members from various constituencies from the University. At least two (2) of the voting members shall be from the bargaining unit. The UABC will elect a chair at its first meeting.

The UABC should:

— Review with the President and Provost, policies and decision-making processes which bear on the full range of employee benefits programs at UVM.

— Review and evaluate the University's benefits programs and make recommendations to the President and Provost with regard to the modification of existing employee benefit plans and the design of any new benefit programs.

— Review on at least an annual basis, a report and analysis from the Human Resource Services Office, complete with appropriate data and comparative information regarding:

- i. responsiveness of the benefit plans to the needs of faculty and staff.
- ii. competitiveness of the benefit plans with plans of peer and aspirant institutions.
- iii. cost effectiveness of UVM's benefit plans.

— Advise its constituent groups whenever appropriate of changes being contemplated, in advance of decisions to finalize them.

— Submit a report to the General Faculty and other interested parties at the end of each academic year.

b. Health Insurance Working Group

The Health Insurance Working Group previously established will continue for the life of this agreement. The Health Insurance Working Group ("HIWG"), will include at least three (3) voting members of the UABC. The HIWG will develop recommendations to the UABC for changes in the University's health insurance offerings, in an effort to manage costs, while continuing to provide outstanding benefits.

The HIWG will develop both short-term strategies and long-term initiatives, working cooperatively with insurers and providers to provide and preserve choice, access, equity and value for employees along with competitiveness, administrative simplicity, stability and cost controls.

In addition to the VP for Finance and Administration and the Benefits manager, the HIWG will seek participation from faculty and staff members with relevant professional expertise in the fields of economics and trend analysis as these relate to health care delivery and insurance.

20.12

If during the life of this Agreement the Vermont Legislature or the federal government passes any legislation that involves universal medical insurance or that otherwise affects, directly or indirectly, medical insurance plans, the costs of offering such plans, or any payroll taxes to support other medical insurance plans, the parties will meet within ten days of the passage of such legislation to reopen the contract on a limited basis and negotiate over the impact of such legislation on the medical insurance plans and their costs. In such a case, either side may then place on the table as a matter for full negotiations any modifications of the current medical insurance provisions of this contract.

ARTICLE 21 - PROFESSIONAL DEVELOPMENT FUNDS

For purposes of this Article, references to departments also encompass academic units without departments and the references to chairs also encompass deans or directors in units without departments, or their designees.

21.1

Faculty members may be permitted sufficient time away from their regular assignments to attend professional meetings or conferences or to otherwise further their research or professional interests through short term periods of travel upon approval by the department chair.

21.2

Each department shall have a professional development fund to support faculty travel for professional development or for use in other professional development activities. The amount of money allocated annually for this fund shall be equal to \$1200 per general fund FTE bargaining unit member in that department and \$1200 per Extension FTE that may be spent on professional development. The fund will be recalculated each fall and be based on the membership of the unit per the list that has been prepared by the University in accordance with Article 9.5 of this Agreement.

For purposes of this Article, general fund FTE shall include those FTE supported by state matching funds in the Agricultural Experiment Station and McIntire-Stennis programs. Faculty members including those on Sabbatical or Professional Development leave, shall have the right to apply for such funds for authorized expenses incurred in travel for professional development or for other professional development purposes. There shall be written guidelines in each department that make explicit the criteria and procedures for the distribution of these funds. Faculty seeking such funds shall apply in writing to their chair who shall make final decisions on faculty applications as to whether to approve funds or not, taking into account the department guidelines; the 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 department. No proposal can be denied solely because of the status or rank of the faculty member making the proposal. The chair shall make final decisions on the applications for such funds.

21.3

Nothing shall preclude a dean in his or her discretion from allocating additional college or school or unit funds, or additional funds from other sources (such as recovered indirect costs), to be used for professional development purposes consistent with any University resources and budgetary guidelines. In such cases, the dean shall make final decisions on faculty applications as to whether to approve funds or not, taking into account availability of funds, competing applications for support, and the relevance and benefit of the proposed travel or other professional purpose to the faculty member, the department and school or college. The dean, in his or her discretion, may form faculty advisory

committees to establish additional criteria and/or recommend approval of individual professional development proposals at the school or college level. Nothing shall preclude the Provost in his or her discretion from also disbursing or otherwise allocating other University funds to departments for use by faculty for professional development consistent with any University resources and budgetary guidelines. Deans may allocate funds for professional development to new hires from sources other than those described in this Article.

21.4

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

21.5

All funds not formally encumbered or expended by May 1st of each academic year shall become part of a resource pool for re-distribution by the chair to other faculty who demonstrate special needs, including un-reimbursed professional expenses. No funds may be rolled over into the next fiscal year.

21.6

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

21.7

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

21.8

As part of the annual performance review, faculty shall incorporate into their activity report a description of the activities, accomplishments and outcomes resulting from the use of professional development funds.

ARTICLE 22 – SABBATICAL AND PROFESSIONAL DEVELOPMENT LEAVES

22.1

Sabbaticals

Sabbaticals are for tenured faculty, Senior Lecturers and other Associate and (Full) Professors, subject to the eligibility requirements below.

Professional Development Leaves are for those who are not eligible for sabbaticals who meet the eligibility requirements of Section 2.a below.

- a. The objectives of the University sabbatical leave program are to enhance the University educational environment and to promote the professional development of eligible faculty members by affording opportunities for sustained periods of concentrated research and study distinctive from one's ongoing research and teaching activities, free from regular on-campus obligations. The University and the individual faculty member share joint responsibility to ensure the effective use of sabbatical leaves to achieve these objectives. The award of a sabbatical leave is based on the expectation that the faculty member will utilize the period of the leave to add to the knowledge in the academic field, enhance teaching effectiveness, broaden fields of competency, or acquire other val-

uable professional experience on the expectation that the sabbatical will meet the criteria delineated in Section 1.b of this Article. Appropriate means of achieving these aims include sponsored or unsponsored research, formal or informal study, or creative activity appropriate to one's responsibilities within the University.

b. Sabbaticals are granted with the approval of the Provost in accordance with this Article. Such leave shall only be granted to eligible faculty where all the processes have been followed and where, in the judgment of the University, the sabbatical proposal is of high quality. Because a sabbatical is not an automatic benefit, it will only be awarded when, in the judgment of the University, the criteria stated in this Article have been met.

A sabbatical proposal of high quality shall:

- i.** Articulate a clear statement of purpose;
- ii.** Include a clear set of activities;
- iii.** Meet any specific criteria developed by the department or school where there is no department;
- iv.** Provide a realistic timeline;
- v.** Provide a sound methodology or approach appropriate for the purpose of the proposed work;
- vi.** Demonstrate relevance to the work of the department, unit, school and college;
- vii.** Increase the faculty member's value to the University; and
- viii.** Accord with the mission of the University.

The above criteria shall be considered at all levels of the evaluation process.

c. The following faculty members are eligible to apply for sabbatical:

- i.** Associate and (Full) Professors may apply for an initial sabbatical leave in their sixth year of full-time (.75 FTE or more) service and then serve the sabbatical, if granted, in the subsequent year.
- ii.** Tenure-track Assistant Professors may first apply for an initial sabbatical in their sixth year of full-time (.75 FTE or more) service. Such sabbatical if granted shall be taken during their seventh year subject to successful tenure review.
- iii.** Lecturers who have completed six (6) years of full-time (.75 FTE or more) service out of the last eight (8) years at the University may first apply for an initial sabbatical leave during that sixth full-time year if they are submitting an application for promotion to Senior Lecturer. If promoted to Senior Lecturer and if the sabbatical is granted, the sabbatical would be taken during their first year as Senior Lecturer.
- iv.** Library, Clinical, Extension or Research faculty who hold the rank of Associate Professor or

Professor may first apply for a sabbatical in their sixth year of full-time (.75 FTE or more) service at the University. An Assistant Professor with six (6) years of full-time (.75 FTE or more) service, who is submitting an application for promotion to Associate Professor, who is promoted and whose sabbatical is granted, may serve the sabbatical leave in the subsequent year during his or her first year as Associate Professor.

v. Such service time may be interrupted by any leave of absence approved under this Agreement. In such cases, a faculty member will be eligible to apply for sabbatical leave following completion of the required years of service exclusive of the approved leave of absence.

vi. After completion of a sabbatical leave, faculty are eligible for further sabbaticals after six (6) additional years of full-time service at the University following completion of the previous sabbatical. Faculty may apply in their sixth year of such service for sabbatical leave during their seventh year. Time spent in other types of approved leaves shall not count towards the accumulated service. Faculty members who have been notified of non-reappointment shall not be eligible for sabbaticals.

viii. Time accumulated toward sabbatical leave at another institution may be counted toward meeting the eligibility requirements if specified in writing at the time of appointment, or later, with the approval of the Provost.

d. Lengths of Sabbaticals

i. A full sabbatical leave for nine-month appointees will be for one (1) semester at their nine-month faculty base salary or two (2) consecutive semesters of 77.3% of their nine-month faculty base salary.

ii. A full sabbatical leave for ten-month appointees will be for five (5) months at their ten-month faculty base salary or for ten (10) months at 77.3% of their ten-month faculty base salary.

iii. A full sabbatical leave for twelve-month appointees will be for six (6) months at their twelve-month faculty base salary or for a year at 77.3% of their twelve-month faculty base salary.

iv. A full sabbatical may be split into two nonconsecutive periods at the time of the application and with the approval of the Provost. If a sabbatical is split into two nonconsecutive periods, the six (6) years' service requirement for eligibility for a future sabbatical will begin to run at the conclusion of the first period of the split sabbatical.

v. In addition, a half sabbatical leave for academic year appointees may be taken for one (1) semester after three (3) years of accumulated service at 77.3% salary. A half sabbatical leave for twelve-month appointees will be for six (6) months at 77.3% of salary.

vi. In cases when a full sabbatical is taken for only one (1) semester, the non-leave semester during that sabbatical year shall be counted towards the six (6) years (12 semesters) of accumulated service.

e. The faculty member on sabbatical shall continue to receive benefits, including but not limited to health care benefits, as may otherwise be available under this Agreement were he or she not on leave.

f. Faculty members on sabbatical during the Spring semester shall submit to their chairperson and dean a mid-sabbatical report that will be used as the basis for making determinations regarding performance increases. The absence of such a report will render the faculty member ineligible for consideration for an annual performance increase in the year of their sabbatical.

g. A recipient of a sabbatical leave shall not accept any type of compensated employment, whether by the University or another party, during his or her leave, without the advance written approval of the Provost, such approval ordinarily to be secured as part of the sabbatical application process.

h. A recipient may hold a scholarship, non-teaching fellowship or a research grant concurrently with a sabbatical leave. The sabbatical application must include a description of the scholarship, fellowship or grant. If such an honor is bestowed after the sabbatical is approved, the recipient must inform the department chair, dean and Provost in writing of the receipt and nature of the honor.

i. A recipient of a sabbatical leave will be required to return to the University and serve at least one (1) full academic year following the sabbatical leave, assuming such a position is offered to the faculty member by the University. Failure to fulfill this obligation shall require the full and immediate repayment of salary and benefits received from the University while on leave, unless the faculty member, dean/director and Provost agree on alternative arrangements.

j. All faculty awarded a sabbatical leave shall submit to their chairperson and dean a written report detailing sabbatical activities and accomplishments and indicating how the original objectives of the sabbatical were met during the leave. This report shall be submitted within sixty (60) days of completion of the leave. For a faculty member on 9- or 10- month appointment whose sabbatical ends when his/her appointment year ends shall submit his/her sabbatical report within sixty (60) days from the starting date of the next appointment years, i.e. sixty (60) days after September 1 for a nine-month faculty member. Such reports shall be forwarded to the Provost. The faculty member's sabbatical work will be considered in subsequent evaluations, including those affecting reappointment and promotion. Failure to submit a report may be considered in the annual performance evaluation and will render the faculty member ineligible for future sabbaticals until such time as a report is submitted. In the event of a late sabbatical report, the faculty member's accumulation of years towards a future sabbatical shall begin with the semester following the date when the report is submitted. Such reports will be considered as part of the record for subsequent sabbatical consideration.

Once a sabbatical proposal has been approved, any substantial deviation from that proposal (e.g. changes in research methodology), location, outcomes or goals, prior to the commencement of the sabbatical must be approved by the dean. Any such changes made during the sabbatical period must be described in the final sabbatical report.

k. Sabbatical application process:

i. Eligible faculty members shall file an application with their department chair on forms available on the Provost's website accompanied by a copy of the application for the most recent sabbatical leave taken (if any); a copy of the written report describing the results of that leave; and a current curriculum vitae.

ii. Eligible faculty members shall submit their applications to their department chairpersons by the date to be determined by the college or school, which under no circumstances shall be later than September 1. The department chairperson shall make recommendations to their deans in accordance with school or college timetables, criteria and procedures, provided that the applications must be received by the Provost no later than October 1 for sabbaticals beginning in the next academic year. In all units where a faculty committee evaluates the sabbatical proposal, there shall be a written report and recorded vote.

iii. The Provost shall seek the advice of the Professional Standards Committee prior to making any decision on a sabbatical proposal. The Professional Standards Committee will make a recommendation to the Provost based on the criteria outlined above in Section 1.b of this Article and will take into consideration the recommendations of the dean and the college and department evaluative committees. The Provost's decision shall normally be made by February 1. Where a sabbatical application is denied, the Provost's office will stipulate in writing to the dean/director the basis for the denial, who shall communicate this to the faculty member.

l. A sabbatical application will not be rejected for budgetary or other financial reasons. However, if the sabbatical is approved, prior to its commencement the University retains the right to require the faculty member to defer the sabbatical for no more than two (2) years to ensure continuity of academic programs if circumstances have changed following such approval. A decision by the Provost on whether to defer a sabbatical will be communicated to the faculty member no later than 120 days prior to the commencement of the sabbatical. The time deferred shall be counted as service toward an application for a subsequent sabbatical leave if the deferral is at the initiation of the University.

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 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 first whether to grant the deferral and, second, whether the time deferred will count towards eligibility for the next sabbatical application. The Provost will normally approve such requests, when, in his or her judgment, they are based on legitimate professional, family or health reasons.

m. If the University, having initiated the deferral of a faculty member's sabbatical subsequently does not renew the faculty member's contract in such a way that the faculty member misses out on approved leave time, the University will compensate the faculty member by payment that is equivalent to whatever he or she would have received on sabbatical.

n. The denial of a sabbatical leave shall not be grievable or arbitrable except for:

i. alleged procedural violations in the review process that materially and adversely affected the outcome of the case;

ii. alleged violations of the Anti-Discrimination Article;

iii. alleged violations of the Academic Freedom Article;

iv. allegations that the decision was arbitrary or capricious; and/or

v. allegations that the decision was in violation of Constitutional rights.

o. A faculty member granted a sabbatical shall be entitled to return to his or her tenured appointment on the terms and conditions otherwise set forth in this Agreement or, if not tenured, to complete the remainder of his or her appointment or if that appointment has expired, any new appointment that the University in its discretion has offered on the terms and conditions set forth in this Agreement. The salary applicable to the position upon such return shall be determined in accordance with Article 18, Salary.

22.2

Professional Development Leave

Faculty members who are not eligible for sabbaticals may be eligible to apply for paid professional development leave in accordance with this Article. Professional development leave may be of varying lengths up to twelve (12) months and are granted in the sole discretion of the dean. A professional development leave may also consist of a course release for instructional faculty or some other partial release from professional obligations.

a. **Eligibility.** The faculty member must have completed six (6) years of full-time service out of the last eight (8) years at the University to be eligible to apply for a professional development leave during the sixth year, and if granted, take the professional development leave in the subsequent year.

b. **Application.** Eligible faculty members shall apply directly to the department chairperson who shall make a recommendation to the dean or director. The dean or director shall receive the chairperson's recommendation by October 1 for any professional development leave beginning in the next academic or fiscal year. The dean or director shall decide whether or not to approve such professional development leave based upon the factors delineated for sabbaticals under the standards of Sections 1.a and 1.b of this Article. In addition, the dean may consider the appointment status of the applicant and the prospects for further University appointments. A professional development leave may be denied for budgetary or financial considerations or where the delivery of academic services may be adversely affected. Any leave granted is contingent upon the applicant in fact receiving an appointment for the academic or fiscal year in which the leave will take place. Approval of a professional development leave shall not guarantee an appointment for the next academic or fiscal year.

c. Paid professional development leave of one (1) semester or less shall be paid at the faculty member's regular salary; paid professional development leave of up to twelve (12) months shall be paid at 77.3% of the faculty base salary. A faculty member on a paid professional development leave shall continue to receive benefits, including but not limited to health care benefits, as may otherwise be available under this Agreement were he or she not on leave.

d. If the professional development leave is approved, the University retains the right to require the faculty member to defer the leave after its approval for no more than two (2) years to ensure continuity of academic programs if circumstances have changed following approval of the leave and prior to its commencement. A decision by the Provost on whether to defer a leave will be communicated to the faculty member no later than 120 days prior to the commencement of the leave. The time deferred shall be counted as service toward an application for a subsequent leave if the Uni-

versity requested the deferral.

e. A faculty member may also request deferral of an approved leave of up to two (2) years. Such request shall be made in writing to the faculty member's dean/director after the leave itself has been approved by the Provost. If such request is accompanied by a positive recommendation from the dean/director, the Provost will decide first whether to grant the deferral and, second, whether the time deferred will count towards eligibility for the next professional development leave application. The Provost will normally approve such requests, when, in his or her judgment, they are based on legitimate professional, family or health reasons.

f. If the University, having initiated the deferral of a faculty member's professional development leave subsequently does not renew the faculty member's contract in such a way that the faculty member misses out on approved leave time, the University will compensate the faculty member by payment that is equivalent to whatever he or she would have received on the professional development leave.

g. Denial of a professional development leave shall be grievable upon the same grounds as denials of sabbaticals.

h. Faculty members on professional development leave during the Spring semester shall submit to their chairperson and dean a mid-leave report that will be used as the basis for making determinations regarding performance increases. The absence of such a report will render the faculty member ineligible for consideration for an annual performance increase in the year of their leave.

i. A recipient of a professional development leave shall not accept any type of compensated employment, whether by the University or another party, during his or her leave, without advance written approval of the dean or director, such approval ordinarily to be secured as part of the professional development leave application process.

j. A recipient may hold a scholarship, non-teaching fellowship or a research grant concurrently with a sabbatical leave. The professional development leave application must include a description of the scholarship, fellowship or grant. If such an honor is bestowed after the leave is approved, the recipient must inform the department chair, dean and Provost in writing of the receipt and nature of the honor.

k. A recipient of a professional development leave will be required to return to the University and serve at least one full academic year following the leave year, assuming such a position is offered to the faculty member by the University. Failure to fulfill this obligation shall require the full and immediate repayment of salary and benefits received from the University while on leave, unless the faculty member, dean or director and Provost agree on alternative arrangements.

All faculty awarded a professional development leave shall submit to their department chairperson and dean a written report detailing leave activities and accomplishments and indicating how the original objectives of the leave were met. This report shall be submitted within sixty (60) days of completion of the leave. For a faculty member on 9- or 10- month appointment whose professional development leave ends when his/her appointment year ends shall submit his/her report within sixty (60) days from the starting date of the next appointment year, i.e., sixty (60) days after September 1 for a nine-month faculty member. The faculty member's work while on leave will be considered in any subsequent evaluations, including those affecting reappointment and promotion. Fail-

ure to submit a report may be considered in the annual performance evaluation and will render the faculty member ineligible for future professional development leaves until such time as a report is submitted. In the event of a late leave report, the faculty member's accumulation of years towards a future leave shall begin with the semester following the date when the report is submitted. Such reports will be considered as part of the record for subsequent professional development leave consideration.

l. A faculty member granted a professional development leave shall be entitled to return to complete the remainder of his or her appointment, or, if that appointment has expired, any new appointment that the University in its discretion has offered, on the terms and conditions set forth in this Agreement. The salary applicable to the position upon such a return shall be determined in accordance with Article 18, Salary.

m. A faculty member who receives a professional development leave, and then is appointed to a position, in which there is eligibility for a sabbatical, will not be eligible for a sabbatical until the faculty member has completed six (6) years of full-time service since the end of the professional development leave.

ARTICLE 23 - INTELLECTUAL PROPERTY POLICY

The parties hereby incorporate by reference the University's Intellectual Property Policy, effective December 22, 2005, to the extent relevant to bargaining unit members

ARTICLE 24 – CONFLICT OF INTEREST AND COMMITMENT

The parties hereby incorporate by reference the University's Conflict of Interest and Commitment Policy, (Board approved, 12/5/08) to the extent relevant to bargaining unit members.

ARTICLE 25 - SAFETY AND HEALTH

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

If an imminent health or safety threat exists, subject to the protocol stated below, a faculty member shall not be required to work in such an environment. A faculty member who perceives there to be an imminent health or safety threat should immediately vacate the premises and instruct any employees whom he or she supervises and students to do the same. Such conditions should immediately thereafter be reported to the Department of Risk Management for follow-up and investigation. Risk Management shall provide a recommendation for next steps to the department chair, who will in turn provide direction to the faculty member regarding resumption of work at the site or alternative ar-

rangements. All other workplace hazards of a non-emergency nature that the faculty member has been unable to correct through department resources should also be reported to Risk Management, Radiation Safety or Asbestos & Lead Management, as applicable, for their investigation and recommendations.

ARTICLE 26 - NO STRIKE

The Union, on behalf of its officers, agents and members, agrees that as long as this Agreement or any written extension hereof is in effect, it shall neither conduct nor support any strike or other withholding of required employment services from the University.

Any member of the unit who violates the provisions of this Article will be subject to disciplinary action.

The Union agrees to indemnify the University for all expenses and damages that occur as a result of prohibited activity under Section 1 of this Article when such action is publicly condoned by the Union. In the event of prohibited activity under this Article, the Union agrees to use every reasonable effort to inform members of the unit of the illegality of such activity and of the Union's policy of opposition to such activity.

ARTICLE 27 - EFFECT OF AGREEMENT

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

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

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

ARTICLE 28 - SEPARABILITY

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

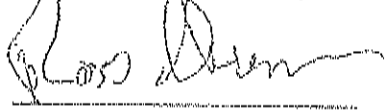
ARTICLE 29

DURATION

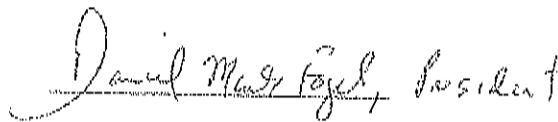
Except as otherwise provided herein, this Agreement shall be effective from the date of ratification, September 25, 2008 and shall continue in full force and effect until midnight June 30, 2011, and shall be automatically renewed from year to year thereafter unless at least one hundred twenty (120) days prior to any expiration date either party notifies the other in writing by certified or registered mail of its desire to terminate or amend this Agreement.

DATED THIS 1st DAY OF OCTOBER 2008 AT BURLINGTON, VT

UNITED ACADEMICS



UNIVERSITY OF VERMONT



University of Vermont

**APPENDIX A
Benefit Groups Defined**

	<u>Months/Term of Year</u>	<u>Full-time Equivalency</u>
Group A	12 months	100%
Group B	9, 10, 11 months (academic year)	100%
Group C	12 months	75-99%
Group D	9, 10, 11 months (academic year)	75-99%



APPENDIX B

University of Vermont

This chart represents the level of coverage for services performed by dentists who participate in the Northeast Delta Dental network. You are free to visit any dentist, participating or non-participating. Visit our website at www.nedelta.com for an updated list of participating dentists. Certain benefit limitations may apply. Please see the reverse side of this page for information about how to use your program.

Outline of Covered Services		High Option	Base Plan
Coverage A	<ul style="list-style-type: none"> • DIAGNOSTIC: Evaluations - 2 per Calendar Year X-Rays - complete series or panoramic film once in a 3-year period, bitewing x-rays once each Calendar Year. • CONSULTATIONS • PREVENTIVE: † Cleanings - 2 per Calendar Year. ‡ Fluoride treatment once per Calendar Year to age 19. Space maintainers to age 18. Sealant application to permanent molars, once in a lifetime per tooth, for children to age 15 • † PERIODONTAL CLEANING (Maintenance procedures) • EMERGENCY PALLIATIVE TREATMENT • APPLIANCES TO CONTROL HARMFUL HABITS † Note: Unless medically necessary, Cleanings are limited to 2 and Fluoride treatments to 1 per Calendar Year. 	100%	100%
Coverage B	<ul style="list-style-type: none"> • X-Rays of individual teeth • RESTORATIVE: Amalgam fillings, Composite fillings (anterior teeth only) • ORAL SURGERY: Surgical and routine extractions and certain other surgical procedures. • ENDODONTICS: Root canal therapy • PERIODONTICS: Treatment of gum disease • CROWNS • ONLAYS • DIAGNOSTIC CASTS • REPAIRS TO DENTURES, CROWNS & BRIDGES 	80%	80%
Coverage C	<ul style="list-style-type: none"> • PROSTHODONTICS: Removable and fixed partial dentures (bridge); complete dentures Rebase and reline Complete and partial denture adjustments Tissue Conditioning Implants 	60% *	50%
Coverage D	<ul style="list-style-type: none"> • ORTHODONTICS: Correction of crooked teeth for adults and children 	50%	50%
Calendar Year Maximum for services covered under A, B and C (excluding orthodontics)		\$1,500 *	\$750
Lifetime Orthodontics Maximum (per person)		\$1,000 *	\$500
Calendar Year Deductible for both plans: \$25 per person/ \$75 per family		Does Not Apply to Coverage A.* Applies only to Coverages B, C and D	Applies to Coverages A, B, C and D

*** INCREASED BENEFIT ON HIGH OPTION PLAN.**

- Please
- Employees must stay in elected plan for a minimum of one year.
- Note:
- Services that are covered under your Medical plan are not covered benefits under your Northeast Delta Dental plan.
 - The benefit year is January 1 through December 31 each year. If the University of Vermont subscriber changes benefit effective July 1, benefits paid and deductibles applied during the first half of the year will be carried to the second half.

This chart is provided only as a summary for your convenience; in the event of a conflict or discrepancy between the chart and the group contract, the group contract will prevail. Please refer to your Northeast Delta Dental Plan Description booklet for complete benefit information.

Customer Service
1-800-832-5700

"Extraordinary Service is Our Guarantee"

(Please see reverse)

Participating Dentists' Network

You'll get the best value from your program when you receive your dental care from one of Northeast Delta Dental's participating dentists:

▲ **No balance billing:** Because participating dentists accept their filed fees for service, you will normally pay less when you visit a participating dentist.

▲ **No claim forms:** Participating dentists will prepare and submit claim forms for you.

▲ **Direct payment:** Northeast Delta Dental pays the dentist directly, so you don't have to pay the covered amount up front and wait for a reimbursement check.

To find out if your dentist is part of the Northeast Delta Dental Premier network, call your dentist or visit our Web site at www.nedelta.com. You can also call our Customer Service department at 1-800-832-5700 or 603-223-1234.

Claim Process for Participating Dentists

▲ Present your ID card to the dentist at the time of your visit.

▲ The dentist will submit your claim to Northeast Delta Dental.

▲ Northeast Delta Dental will send you a Notification of Benefits detailing what has been processed under your program's coverage. You are responsible to pay any remaining balance directly to the dentist.

Non-Participating Dentists

Within the Northeast Delta Dental operating area: Delta Dental provides coverage regardless of the patients' choice of dentists, participating or not. When visiting a nonparticipating dentist, payment for services rendered will be based on the lesser of the dentist's actual submitted charge or the Plan's allowance for nonparticipating dentists. The patient may be required to submit the claim directly and pay for the services at the time they are provided. The Notification of Benefits and the claim payment will go to the subscriber; the patient will be responsible for any remaining balance.

Outside the Northeast Delta Dental operating area: When visiting a nonparticipating dentist, payment for services rendered will be based on the lesser of the dentist's actual submitted charge or an amount equal to a selected percentile of a nationally-recognized database for the zip code in which the services were provided. The patient may be required to submit the claim directly and pay for the services at the time they are provided; the patient will be responsible for any remaining balance. The Notification of Benefits will go to the subscriber. The claim payment will go to the dentist unless the claim is marked "paid," otherwise it will be sent to the subscriber.

Predetermination of Benefits

Northeast Delta Dental strongly encourages predetermination of cases involving costly or extensive treatment plans. Although it is not required, predetermination helps avoid any potential confusion

regarding Delta Dental's payment and your financial obligation to the dentist.

Coordination of Benefits

When a covered individual under this program has additional group dental coverage, the Coordination of Benefits provision described in your Dental Plan Description booklet will determine the sequence and extent of payment. If you have any questions, please contact our Customer Service department at 1-800-832-5700 or 603-223-1234.

Identification Card

Two identification cards from Northeast Delta Dental will be produced and distributed shortly after your enrollment. Both cards are issued in the subscriber's name, but can be used by everyone covered under the program.

Dental Plan Description Booklet

You will receive a Dental Plan Description booklet shortly after your enrollment. This booklet describes the benefits of your program and tells you how to use your plan. Please read it carefully to understand the benefits and provisions of your Northeast Delta Dental program.

Who is Eligible?

All eligible employees and their dependents, defined as:
Spouse

Unmarried, dependent children to age 19;

Unmarried, full-time dependent students to age 25; and,

Incapacitated dependent children, regardless of age.

If enrolling one eligible dependent, all eligible dependents must be enrolled unless they are covered elsewhere.

Guarantee Of Service ExcellenceSM Program

Northeast Delta Dental is committed to providing extraordinary service to all of its customers. We believe that when our people are inspired to pursue excellence in order to achieve a higher level of customer satisfaction, all of those who share in Northeast Delta Dental will benefit. To emphasize our commitment, we guarantee seven major areas of service to our clients and reinforce them by our comprehensive group refund policy.

Claims Inquiry

If you have further questions, please contact Northeast Delta Dental's Customer Service department at 1-800-832-5700 or 603-223-1234. This information should be used only as a guideline for your dental benefits program. For detailed information on your group's terms, conditions, limitations, exclusions, and guarantees, please refer to your Dental Plan Description booklet or consult your employer.



APPENDIX C

Premium Chart

Base Salary as of Jan. 1st of Current Year	Employee % of Cost
Less than \$15,000	4%
\$15,001 to \$20,000	6%
\$20,001 to \$30,000	8%
\$30,001 to \$40,000	10%
\$40,001 to \$50,000	12%
\$50,001 to \$60,000	14%
\$60,001 to \$70,000	16%
\$70,001 to \$80,000	18%
\$80,001 to \$90,000	20%
\$90,001 to \$100,000	22%
\$100,001 to \$110,000	24%
\$110,001 to \$120,000	26%
\$120,001 to \$130,000	27%
\$130,001 to \$140,000	28%
\$140,001 to \$150,000	29%
Over \$150,001	30%

APPENDIX D

Type of Service	Blue Cross and Blue Shield of Vermont - UA				MVP Health Plan UA MVP HMO Co-Pay 15
	Vermont Health Partnership		Vermont Freedom Plan (only if living outside VT & W. NH)		
Hospital	In BcBs Network (Preferred Benefits)	Out-of-BcBs Network (Standard Benefits)	In BcBs Network Participating Provider	Out Of BcBs Network Non-Participating Provider	Benefits Provided with PCP Referral
Inpatient	Plan Pays 100% after \$250 co-pay \$750 Family Max	Plan Pays 70% after \$500 deductible has been met.	Plan Pays 90% after \$100 deductible	Plan Pays 70% after \$200 deductible	Plan Pays 100% after \$240 co-pay
Outpatient Surgery	Plan Pays 100% after \$100 co-pay	Same As Above	Plan Pays 90% after \$100 deductible	Plan Pays 70% after \$200 deductible	Plan Pays 100% after 20% or \$100 co-pay
Outpatient Services	Plan Pays 100%	Same As Above	Plan Pays 90% after \$100 deductible	Plan Pays 70% after \$200 deductible	Plan Pays 100% after 20% or \$100 co-pay
Ambulance	Plan Pays 100% after \$50 co-pay	Same As Above	Same As Above	Same As Above	Plan Pays 100%
Emergency Room	Plan Pays 100% after \$50 co-pay	Same As Above	Plan Pays 90% after \$100 deductible	Plan Pays 70% after \$200 deductible	In-Area \$50 co-pay Out-of-area Plan pays 100%
Physician & Misc Medical Services					
In-Office Surgery	\$10 co-pay PCP, \$20 co-pay Specialist	Same As Above	Plan Pays 90% after \$100 deductible	Plan Pays 70% after \$200 deductible	\$15 co-pay
Lab & X-ray Charges	Plan Pays 100%	Same As Above	Plan Pays 90% after \$100 deductible	Plan Pays 70% after \$200 deductible	Plan Pays 100%
Office Visits	\$10 co-pay PCP, \$20 co-pay Specialist	Same As Above	Plan Pays 90% after \$100 deductible	Plan Pays 70% after \$200 deductible	\$15 co-pay
Major Oral Surgery	Plan Pays 100% after \$100 co-pay	Same As Above	Plan Pays 90% after \$100 deductible	Plan Pays 70% after \$200 deductible	Not Covered Coverage through Delta Dental
Chiropractor	\$20 Specialist co-pay	Not Covered	Plan Pays 90% after \$100 deductible	Not Covered	\$15 co-pay
Vaccinations and Immunizations	\$10 co-pay PCP, \$20 co-pay Specialist	Same As Above	Plan Pays 90% after \$100 deductible	Plan Pays 70% after \$200 deductible	\$15 co-pay
Routine Eye Exams (Network Provider)	\$20 co-pay Every year	Not Covered	Not Covered	Not Covered	You pay \$15 co-pay Every 2 years
Mental Health & Substance Abuse	Access through UVM EAP or Magellan Behavioral Health	Out-of-Network (Standard Benefits)	In BcBs Network	Out Of BcBs Network	Access through MVP Mental Health Referral Unit
Residential Treatment	Plan Pays 100% after \$250 co-pay \$750 Family Max	Plan Pays 50% of R&C after \$200 deductible; \$3,000 annual; \$10,000 life Max.	Plan Pays 90% after \$100 deductible	Not Covered	Plan Pays 100%
Office Visits	\$20 Specialist co-pay	Same As Above	Plan Pays 90% after \$100 deductible	Not Covered	You pay \$15 per visit
Intensive Out Pt Treatment	Plan Pays 100%	Same As Above	Plan Pays 90% after \$100 deductible	Not Covered	Plan Pays 100%

Type of Service	Blue Cross and Blue Shield of Vermont - UA			MVP Health Plan UA MVP HMO Co-Pay 15
	Vermont Health Partnership	Vermont Freedom Plan (only if living outside VT & W. NH)		
Major Medical Expenses				
RX Drugs Retail 30 day supply	\$100/\$300 deductible \$5 generic \$20 preferred \$40 non-preferred Prescribed Contraceptives	\$100/\$300 deductible \$5 generic \$20 preferred \$40 non-preferred Prescribed Contraceptives		\$100 deductible \$5 generic \$20 preferred \$40 non-preferred Prescribed Contraceptives
RX Drugs Mail Order 90 day supply	\$100/\$300 deductible \$10 generic \$40 preferred \$80 non-preferred Prescribed Contraceptives	\$100/\$300 deductible \$10 generic \$40 preferred \$80 non-preferred Prescribed Contraceptives		\$100 deductible \$10 generic \$40 preferred \$80 non-preferred Prescribed Contraceptives
RX Limit	Single \$1,300	RX out-of-pocket Limit Two-person \$2,000 Family \$3,200		
Durable Medical Equipment & Medical Supplies	\$100 Deductible	\$100 deductible	\$200 deductible	\$0 deductible
	Plan pays 90% after deductible; out-of-pocket limit \$15,000; after you meet your out-of-pocket limit, you pay nothing.	Plan pays 80% after deductible; out-of-pocket limit \$15,000; after you meet your out-of-pocket limit, you pay nothing.	Plan pays 70% after deductible; out-of-pocket limit \$15,000; after you meet your out-of-pocket limit, you pay nothing.	Plan pays 80% - \$250,000 Lifetime Maximum

Additional Information Concerning the Blue Cross & Blue Shield Plan:

VHP members no longer need referrals for services by specialty providers. Visit fees for specialty providers are higher than visits for your Primary Care Physicians. VHP incorporates a Prior Approval Program for certain procedures.

VHP Procedures that Require Prior Approval

1. Plastic or cosmetic surgery (for example, abdominoplasty, lipectomy, blepharoplasty, breast reconstruction, otoplasty, panniculectomy, rhinoplasty or septorhinoplasty)
2. Dental surgery (oral surgery, trauma, orthognathic surgery)
3. Chiropractic care after initial 12 visits in a calendar year
4. Radiology special procedures (MRI, MRA, MRS, PET scans)
5. UPPP/somnoplasty
6. Continuous Passive Motion (CPM) equipment
7. Durable Medical Equipment with a purchase price over \$1,000.
8. Orthotics/prosthetics
9. Polysomnography (sleep studies)
10. Chondrocyte transplants
11. Home infusion therapy
12. Private duty nursing
13. Transplants
14. TENS units/neuromuscular stimulators
15. Rehabilitation (cardiac/pulmonary/inpatient rehabilitation facility)
16. Services by an out-of-network provider

The network for Vermont Health Partnership includes the State of Vermont plus eastern New York and western New Hampshire.

Major Medical Expenses

Vermont Health Partnership and Vermont Freedom Plan out-of-network coverages are based on BCBS' determination of usual, customary and reasonable charges for covered services.

In-patient hospitalization and hospital-based surgery must receive Pre-admission Review or Admission Review for all hospital admissions. If you do not call for Managed Benefits review, you may get \$1,000 less in-patient benefits. This penalty is charged for each occurrence, and it applies, in addition, to Plan deductibles, including the standard benefits [out-of-network] deductibles in the Vermont Health Partnership Plan.

With Regard to the Vermont Health Partnership Plan, Standard Benefits are subject to a \$500 per person and \$1,000 per family annual deductible. There is also a \$40 penalty per occurrence, in addition to the Standard Benefit to any hospital emergency room.

The annual OOP for VFP Plan is \$1,000 per covered person, \$3,000 per family. In addition to the OOP, the insured must also pay all co-payments, deductibles, and non-compliance penalties.

The OOP maximum does not apply to Mental Health & Substance Abuse treatment.

Lifetime benefits are limited to \$1,000,000 per person under the VFP Plan.

Lifetime benefits are generally limited to \$1,000,000 under the VHP Plan, however, there is no limit on Preferred services provided by network providers.

This information is in summary form, therefore, many details are not included. For a detailed description of benefits, you must read the appropriate Subscriber Certificate. In the event of a conflict between this summary and the Subscriber Certificate, the Subscriber Certificate will prevail.

Summary of Benefit Costs by Benefit Groups						
Groups	Medical	Dental (after 6 mos. Group A-C) (after 24 mos. Group D)	Life Insurance	Long- Term Disability (after 12 mos.)	Retirement Plan after 4 consecutive semesters (Refer to Art. 20.3 for exceptions)	Tuition Remission
A - C "U1"	From 4% to 30% of the cost of coverage based on salary.	No cost for Base Dental	First \$6,000 no cost. Next \$44,000 shared by employee & UVM. All addtl. insurance paid by employee only.	Cost shared by employee & UVM.	Employee 3% UVM 10% of base salary.	No cost
D "U3"	Available from Day 1 at full cost; after 4 consecutive semesters cost shared by employee & UVM.	After 4 consecutive semesters, cost shared by employee & UVM.	After 4 consecutive semesters, cost shared same as above.	Employee not eligible.	Same as above.	No cost (reduced benefit)

APPENDIX F - FACULTY PHASED RETIREMENT PROGRAM

1. Eligibility. This Faculty Phased Retirement Program ("FPRP" or "the Program") is available on an elective basis to all full-time (100% FTE) faculty between the ages of 63 and 65 who have no less than 20 years of continuous service as a full-time faculty member at UVM and whose salaries are fully funded by General Fund and Extension monies. This program is not available to those unit members who are on the Federal Retirement System.

On a one-time basis, full-time (1.0) non-tenure track faculty, other than those on the Federal Retirement System, who are over the age of 65 and have no less than 20 years of continuous service as a full-time (1.0) faculty member at UVM and whose salaries are fully funded by General Fund and Extension monies shall be eligible to opt into the Program. Such faculty must apply no later than April 1, 2009.

Sabbaticals and faculty exchange leaves of absence shall be counted as years of service; leaves of absence for other reasons shall not count as years of service, but shall not constitute a break in continuous service. Years of service in which a faculty member held an administrative appointment but retained a secondary appointment as a faculty member shall be counted as years of service.

2. Purpose. The purpose of the FPRP is to create an opportunity for faculty to enter into retirement on a phased basis while retaining certain benefits during the phase-in period, and also to assist the University in meeting staffing needs in light of strategic goals, changes in enrollment, budgetary conditions, and other institutional priorities and considerations.

3. Part-time Service. Unless otherwise authorized by the Provost in writing, participation in the FPRP shall commence concurrently with an academic year as defined in the collective bargaining agreement ("the contract") or fiscal year for 12-month faculty. The FPRP requires an instructional faculty member to engage in teaching at .50 FTE during each semester of the academic year, for a period of two (2) consecutive AYs, beginning in the AY year in which the faculty member attains 64 years of age. A work plan substantially consistent with the requirements of this contract will be annually devised for faculty engaged in part-time service under the FPRP. The faculty member will be expected to perform all customary work incidental to teaching assignments, including establishment of reasonable office hours commensurate with such teaching assignments, but shall not otherwise be expected or required to perform additional services, such as student advising, service on committees, or performance of research. Duties appropriate to the non-instructional faculty member will be similarly handled. FPRP participants shall not be eligible for University supplemental compensation or FTE adjustments greater than or equal to .75 FTE nor shall they be eligible for additional UVM appointments or employment while participating in the FPRP. A faculty member participating in this program will remain in the full-time bargaining unit at all times regardless of FTE.

4. Rank and Salary.

- a. Rank. FPRP employment shall be at the same rank of the participant in the academic year immediately prior to the commencement of his/her participation in the Program. FPRP participants shall not be eligible for promotions. Emeritus status shall be awarded pursuant to the contract.
- b. Salary. In consideration for services rendered, the faculty member will receive 50% of his/her annual base salary rate in effect during the AY prior to the AY in which the phased retirement commences, without subsequent annual adjustment. For purposes of the FPRP, "annual base salary" shall be as otherwise defined in this Agreement. Salary shall be payable in accordance with the payroll schedule applicable to nine(9) month full-time faculty, or ten (10) or twelve (12) month faculty and withholding and other deductibles shall be made on a basis appropriate to tax, contract and Agreement requirements and specifications.

5. Benefits. The faculty member shall remain eligible to participate in all benefits Programs available to full-time active faculty under the contract, with coverage levels based upon a full-time salary, but rates of faculty member contribution toward applicable health care and/or dental premiums prorated based on actual salary. The University will make its otherwise contractually established employer contributions toward such benefits coverage provided that its customary 10% retirement plan contribution shall be prorated based on actual salary. At age 65, to maintain health insurance coverage the faculty member must apply to Social Security for Medicare Part A and B and, on the date of the faculty member's eligibility for 100% of Social Security benefits under the Medicare Program, Medicare shall constitute the sole source of health and dental insurance for the faculty member. If faculty opt to participate in supplemental health insurance programs offered through the University, they will pay the premium rates established by this Agreement. Whenever the faculty member is required to make premium payments for benefit plans in which s/he is enrolled, such payments will be deducted from salary as customary through the UVM Payroll system. During participation in the FPRP, vacation shall not in any case accrue, nor will Program participants be eligible for sabbaticals or paid or unpaid leaves of absence except for medical reasons and pursuant to the contract. The faculty member shall carryover any accrued medical leave remaining from his/her full-time employment at the time of his/her commencement of participation in the FPRP. Prior to participating in this program, a faculty member will use or receive compensation for any accrued vacation time that he or she may have.

6. Taxes. The University will withhold from salary all withholding taxes and deductions required by State or federal law.

7. Non-revocable election.

Subject to any legally mandated rights of revocation, the FPRP Agreement shall become effective as of the date of its execution, at which time the faculty member irrevocably agrees to

leave the institution under the terms herein. While a tenured faculty member may retain tenure during the phase down period, he or she cannot assert any right to continued employment once the phase down period has ended. In addition, s/he shall at such time become ineligible to apply for, or opt into, other University voluntary separation or retirement programs, whether running concurrently with the FPRP or established subsequent thereto. The faculty member shall have access to all University resources, facilities and services provided to full time faculty.

8. **Retiree Status.** At the conclusion of the second AY of part-time service, the faculty member will attain retiree status. S/he will then be eligible for retiree benefits as otherwise provided in the contract.

9. **Accelerated Full Retirement.** Upon mutual agreement of the faculty member and the Provost following the Provost's consultation with the Dean, the parties may accelerate the full retirement of the faculty member upon conclusion of a specified semester, and appropriately adjust the effective date of retirement by the faculty member. In such instance, the faculty member will forfeit eligibility for additional salary and retirement contributions on such salary and shall, as of the effective date of full retirement, be eligible for retiree benefits as otherwise provided in the contract.

10. **Application Process.** Requests for early retirement under the FPRP will be automatically approved, assuming that the applicant is eligible under Program requirements and the application is timely submitted. To participate in the FPRP, a faculty member must submit written application by November 15 of the academic year in which s/he attains his/her 63rd birthday. The Provost may, in his/her sole discretion, waive the notice period in whole or in part. The application is submitted to the department chair (or dean in the absence of a chair) and to the Office of the Provost. Upon approval of the application by the Office of the Provost, the faculty member will have 45 (forty-five) days within which to execute and submit a FPRP Agreement. Upon its execution by both parties, the Agreement is irrevocable.

11. **Availability of Retirement Plan Monies.** Faculty opting into the FPRP will have access to their retirement funds in accordance with the terms and conditions of the plans in which they are invested and subject to IRS requirements.

12. **Disability or Death.**

a. **Disability.** If a faculty member becomes disabled at any time subsequent to acceptance into the FPRP, the terms of the contract shall apply, provided that the salary basis for the faculty member during the period of disability shall be based on the annual base salary rate in effect for the faculty member during the AY prior to the AY in which the phased retirement commenced, without subsequent annual adjustment rendered.

c. **Death.** If a faculty member dies at any time subsequent to his/her acceptance into the FPRP, and prior to its expiration, the Agreement will terminate and automatically be deemed null

and void except for payments otherwise outstanding as a result of services the faculty member has rendered. The spouse/civil union partner and/or eligible dependents of the faculty member will then be entitled to all benefits otherwise available such persons under the contract.

13. FPRP Duration; Modification. The FPRP will operate co-extensively and in a manner consistent with the contract, provided that (1) Agreements in effect at the time of contract expiration remain valid and enforceable by both parties and either party; and (2) in the event of a conflict between the FPRP terms and conditions and those of the contract, the FPRP prevails. It is further provided that the FPRP is intended to operate as a bridge to eligibility for Social Security Full Retirement Age benefits; accordingly, if such Age is adjusted during the term of the Program, the three-year transition herein described shall be automatically age-adjusted pursuant to this provision relative to new applicants to the Program.

A faculty member may extend this phased retirement beyond the initial two (2) years with the approval of the Provost. The Provost's decision is not grievable.

SIDE LETTER OF UNDERSTANDING

During the course of these negotiations, the union has raised concerns about the following:

- The number of non-tenure track faculty performing instructional duties within the bargaining unit
- Increases in enrollment and class sizes in selected departments or other academic units
- Increases in the ratio of FTE students to FTE bargaining unit faculty and decreases in the ratio of tenure track instructional faculty to non-tenure track instructional faculty.

During the Fall semester of each year but not later than December 15, the University will provide relevant data on these areas and provide them to the Union. (Class size data will be provided on a college/school/and, where possible, department basis). Within thirty (30) days of receipt, the Union may request a meeting with the Provost or designee to discuss the implications of such data. While neither party may require the other to reopen or renegotiate any part of this Agreement as a result of these discussions, nothing shall prevent the parties from voluntarily reopening any section of this Agreement.

Contract Errata and Amendments
(Last Updated on August 18, 2009)

NOTE: Please make the following change to this Agreement:

1) Article 1, Section 2. Add the following to the list of positions that are excluded from the unit:
Director of the Transportation Research Center and Director of Teacher Education.

2) Article 1, Section 2. Change the middle of the paragraph to read

the following positions in the Bailey Howe Library: Director of Research Collections, Director of Information and Instruction Services, Director of Technology and Access Services, Director of Collection Management Services, Director of Resource Description & Analysis, Director of the Dana Medical Library;

3) Article 20, Section 1.a.i. Change the first sentence of the paragraph to read:

Effective Coverage Date. Medical insurance coverage for faculty in Groups A, B, C and D (see benefit groups defined in Appendix A) begins on the first day of employment provided a plan application has been completed and submitted to Human Resources within the first week of employment.

4) Article 20, Section 1.a.i. Replace the last sentence of the paragraph with the following:

Following four consecutive semesters of employment in a position qualifying for Group D benefits a faculty member will receive the University contribution towards premium costs as outlined in Part v. of this Section, titled Faculty Member Costs.

