

AGREEMENT

Between

THE UNIVERSITY OF VERMONT

and

UNITED ACADEMICS (AAUP/AFT)

February 6, 2003 - June 30, 2005



ARTICLE 1 RECOGNITION

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 month), including faculty holding the ranks of 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.

Excluded from the unit are: Medical School faculty; Emeritus 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 four positions in the Bailey Howe Library: Director of Research Collections, Director of Information and Instruction, Head of Collection Management Systems and Director of Library Information Systems; 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

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 acting through the University administration.
2. University: The term “University” as used in this Agreement refers to the Board and/or the administration of the University of Vermont and State Agricultural College.
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.
4. Faculty member or employee: The terms “faculty member” and “employee” are used interchangeably in this Agreement to refer to an individual who is a member of the bargaining unit, except when the context specifically provides otherwise.

ARTICLE 3 UNION SECURITY

1. Subject to the provisions of this Article and applicable law, the University agrees to deduct equal amounts of regular union dues on a semi-monthly basis in accordance with the Constitution and By-laws of the Union from the salaries of each faculty member who voluntarily authorizes such deduction in writing in accordance with check-off authorization forms the Union provides. Such deductions shall begin with the first payroll period after receipt of the check-off authorization form, and said monies shall be transmitted on a monthly basis by mail no later than the 10th of each month to the Union Financial Secretary or other Union designee. Such deductions shall continue until instruction to cease payroll deductions is given in writing by the faculty member to the University Payroll Office.
2. Should the Union seek to change the manner of assessing dues from the current straight percentage of salary which members must now pay, it shall give the University notice of such a planned modification, and the parties will negotiate the impact of that change and whether it is reasonable for the University to continue to comply with the terms of this Article.
3. The Union shall indemnify, defend and otherwise hold the University harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action the University takes pursuant to this Article.
4. Pursuant to 3 VSA Section 902 (19) and 963 (10), the Union will implement an agency fee for non-members, subject to the following conditions:
 - a. The agency fee will apply only to those faculty members who are hired after the ratification of this collective bargaining agreement and those who are members at the time of ratification.
 - 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;
 - ii. an opportunity to object to the amount of the agency fee sought; any amount reasonably in dispute will be placed in escrow; and
 - iii. prompt arbitration by the VLRB to resolve any objection over the amount of the agency fee.
5. The agency fee shall be deducted from the pay of non-members in the same manner as regular Union dues.
6. The Union shall indemnify, defend and otherwise hold the University harmless against any and all claims, demands, suits or other forms of liability that shall arise out of the implementation or administration of an agency fee.

ARTICLE 4
BOARD RIGHTS AND RESPONSIBILITIES

1. Unless otherwise modified by this Agreement, all the customary rights, powers, functions and responsibilities of the University shall be retained by the University and, in its discretion, may be exercised by the Board acting directly or through its authorized agents, including University Officers of Administration. Such rights and responsibilities shall include those rights and powers that have been reserved to the Board through legislative acts and state and federal regulations and include all matters relating to: a) the establishment and number of positions and vacancies and the filling of those positions and vacancies; b) appointment, reappointment, 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.
2. The exercise of any rights in a particular manner shall not preclude the University from exercising such right or function in any other manner that does not violate this Agreement. The University's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise same.
3. In addition, the parties acknowledge that written department policies (and College 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. Provisions of the Officers' Handbook that deal with bargainable topics under the State Employees Labor Relations Act do not apply to members of the bargaining unit unless specifically incorporated by reference into this Agreement.

ARTICLE 5
ANTI-DISCRIMINATION

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

ARTICLE 6

ACADEMIC FREEDOM AND RESPONSIBILITY

1. Institutions of higher education operate for the common good to ensure the preservation and advancement of knowledge through its creation and dissemination and not to further the interest of either the individual faculty member or the institution as a whole. The common good thus depends upon the free search for truth and its free exposition.
2. Academic freedom is essential to these purposes and applies to both research and teaching. Freedom in research is fundamental to the search for truth, and academic freedom, in its teaching aspects, is fundamental for the protection of the rights of the faculty member in teaching and of the student to freedom in learning.
3. Academic freedom carries with it the equally demanding concept of academic responsibility. Faculty are expected to carry out their teaching and research responsibilities faithfully, in a manner consistent with the traditions of academic freedom and professional excellence.
4. The 1940 AAUP Statement of Principles on Academic Freedom provides:
 - a. Faculty are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the university.
 - b. Faculty are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject.
 - c. Faculty are citizens, members of a learned profession, and officers of the university. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the university.
5. In their capacity as citizens, faculty should be free to engage in political activity so far as they are able to do so consistently with their University obligations. Certain kinds of political activity (such as campaigning for elective office, serving in the State Legislature, or holding a limited-term appointment in a full-time governmental position) may require a unit member to seek a leave of absence from the University. Such leave requests will be addressed pursuant to the provisions of Article 20, Benefits.

ARTICLE 7 FACULTY GOVERNANCE

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

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

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

- a. institutional priorities
- b. the allocation and utilization of the University's human, fiscal and physical resources
- c. academic organization, including the establishment or elimination of colleges and departments and the reorganization of the general University and College academic structure
- d. admissions procedures and quotas
- e. student financial aid
- f. the library, the academic computing center, instrumentation and model facility, 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

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.

4. In all cases under sections 1 and 2, 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.

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

1. The Union, its officers and members, may engage in union activities on University property and utilize University facilities as long as such use does not interfere with or interrupt normal University operations or the obligations and duties of faculty members or other employees and subject to any University rules, regulations and procedures regarding the use of such facilities. The Union shall not use bulletin boards for organizing purposes.
2. The Union shall be entitled to reasonable use of campus mails in accordance with the University Campus Mail Use Policy and United States Postal Regulations. The Union shall be entitled to reasonable use of electronic mail, in accordance with University rules, regulations and procedures and consistent with such guidelines developed by the Office of Computer and Information Technologies.
3. The Union shall have the right to reasonable use of University meeting space and media equipment in accordance with University rules, regulations and procedures.
4. At the beginning of each academic year, the Union shall provide the University with a list of all of its officers and representatives, including their official mailing and email addresses and phone numbers. If there are changes in these positions, the Union will advise the University of such changes as soon as possible.
5. The University agrees to provide a copy of this Agreement to the Union and to each bargaining unit member at no cost to the Union or its members.

ARTICLE 9

RIGHT TO INFORMATION

1. After written request by United Academics, the University shall make available any information not exempted by law that is necessary for United Academics to meet its collective bargaining responsibilities or to administer this Agreement. Normally, such information shall be made available within fourteen (14) calendar days of United Academics' request; if such information is not readily available within said fourteen (14) days, the University shall so notify United Academics and shall make the requested information available as soon as reasonably possible. Said information may include, but not be limited to, salary history by college, department, rank, type of appointment (e.g. research, clinical, library), sex and length of contract (fiscal year, academic year or other), employment history including promotions, benefit participation and workload information. When practicable, information shall be provided in computer file format.
2. The University shall provide United Academics, or otherwise make available, a copy of minutes of the official meetings of the Board of Trustees. A designee of United Academics shall have an opportunity at reasonable times to view any public documents in support of the Board's minutes on file. The University shall provide, or otherwise make available, a copy of the Annual Budget Request and other official budget and financial documents to the extent they are public, as approved by the Board for submission to the State of Vermont, and a copy of the Annual Audited Financial Report.
3. Receipt of any particular information in no way prohibits United Academics from requesting additional information at some future date.
4. Within 45 calendar days after the commencement of each semester, the University shall provide to United Academics a list of all bargaining unit members, indicating any new members from the previous semester. The University shall also provide a list of all withdrawals from the unit and any other changes of status of unit personnel.

ARTICLE 10
PROFESSIONAL RESOURCES AND SUPPORT

1. Any rights or privileges under this article must be consistent with University policies and procedures on use of resources, including but not limited to those involving use of facilities, equipment and services.
2. Faculty members will be provided with reasonable access to available secretarial assistance, duplicating services and office supplies for the preparation of teaching materials, examinations and related materials and for the purpose of carrying out their professional responsibilities. Faculty members shall also have access to telephones, voice mail, photocopying, computer and email resources, and software for the purpose of carrying out their professional responsibilities.
3. Faculty members shall have access to library materials and services.
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 and three file drawers.
5. Transportation reimbursement. The University will reimburse faculty members for mileage expenses, consistent with University policies on travel reimbursement, whenever a faculty member must undertake University business in a location other than their primary work site.
6. Indemnification. Faculty members will be indemnified in accordance with the University policy on indemnification of faculty and employees as current at the time of ratification of this Agreement.

ARTICLE 11
RELEASE TIME FOR UNION ACTIVITIES

1. The University shall provide the Union with a pool equivalent to a teaching load of six (6) courses not to exceed a total of eighteen (18) 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.
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 \$1400 per credit for the first year, \$1450 per credit for the second and \$1500 per credit for the third year of the contract.
3. No unit member may receive more than one such course release, or its equivalent, for any non-teaching unit member per semester.
4. The Union shall notify the Dean's office, with a copy to the Provost's office, of the particular faculty members for whom it seeks release time. Such notice shall be provided as far in advance as possible to permit adequate coverage of assignments but no later than May 15 for release time in the Fall semester and October 1 for release time in the 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.
5. During the semester preceding the expiration of the collective bargaining agreement, the University shall provide an additional pool of up to five courses not to exceed 15 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 above.

ARTICLE 12

GRIEVANCE AND ARBITRATION PROCEDURE

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

Any employee or group of employees shall have the right at any time to present complaints to their supervisors informally and to have such complaints considered in good faith with or without the intervention of the Union. Adjustments shall not be inconsistent with the terms of this Agreement, unless the Union has approved the settlement. The Union President will be advised of any other adjustments reached with an employee within five days of the settlement.

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

2. A “grievance” shall be defined as allegation, filed by an employee, a group of employees, 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 an employee may grieve an alleged violation, misinterpretation or misapplication of the Agreement.

3. An employee 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 an employee of such right. Neither the grievant or the Union nor the University may be represented by legal counsel at any grievance step prior to the Labor Board step, unless otherwise mutually agreed. At the Labor Board, however, the grievant or Union as well as the University may be represented by legal counsel.

4. The term “days” when used in this Article shall refer to calendar days, provided that, when a time period would otherwise begin or expire on a weekend or University holiday, the time period begins or ends respectively on the next University business day.

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

6. **Formal Procedure:** Whether or not an employee or the Union attempts to resolve a concern through informal discussion, a formal grievance must be filed at Step One within twenty (20) days following the time at which the employee 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: 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.) The grievant will indicate the nature of the grievance, including a brief statement of facts, the provision(s) of the Agreement alleged to have been violated or the rules or regulations alleged to have been discriminatorily applied, and the adjustment sought. Within ten (10) days of receipt of the grievance, the chair will hold a meeting with the grievant and the Union representative.

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/her designee. The grievance will indicate the nature of the grievance, including a brief statement of facts, the provision(s) of the Agreement alleged to have been violated or the rules or regulations alleged to have been discriminatorily applied, and the adjustment sought. Within fifteen (15) days of receipt of the grievance, the Dean or his/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/her designee, shall forward a written response to the grievance to the grievant, with a copy to the Union.

With the agreement of all parties, the University Ombudsperson may be invited to participate in the first meeting following the initial filing of a formal grievance for the purpose of mediation.

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/her designee. Within twenty (20) days of receipt of the Step Three grievance, the Provost or his/her designee will hold a meeting with the grievant and the Union representative. The Provost may at his/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) of the meeting, the Provost or his/her designee shall forward an answer to the grievance to the grievant with a copy to the Union.

In any grievance involving the non-reappointment of a faculty member for performance, or the denial of promotion or tenure, or the denial of sabbatical leave or a claimed violation of academic freedom, the Provost will, prior to conducting the third step meeting, first refer the case to a three (3) member faculty hearing panel for its recommendation on the grievance.

The panel shall be composed of one faculty member selected by the Provost and two faculty members appointed by the chair of the faculty grievance committee. The panel shall meet with the grievant and a representative of the Union to hear the grievance allegations. The panel shall meet separately with the Department Chair and/or Dean or Director who were involved in the decision giving rise to the grievance. The panel shall make a written recommendation to the Provost as to the disposition of the grievance within 30 days of receipt of the grievance. A copy of its recommendation shall be supplied to the grievant and the Union.

Within twenty (20) days of receipt of the panel's recommendation, the Provost or his/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.

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 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.

7. 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 answer a grievance within the time limitations set forth shall allow the grievance to be processed automatically to the next step. All time limits may be extended by mutual agreement evidenced by a writing signed by the parties and/or their duly authorized representatives.

8. Grievances affecting employees in more than one school or college may be initiated under Step Three above. Grievances involving two or more faculty members from different departments may be initiated at Step Two instead of Step One.

9. 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 3 if it alleges that a contractual violation of its rights as the exclusive representative has occurred.

10. This procedure shall be followed for all grievances except that, in the case of a grievance involving a discharge, the grievance procedure shall commence with Step Three with filing no later than fifteen (15) days following the termination date.

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

12. No provision of this article shall infringe upon the right of United Academics 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 grievant, to furnish non-attorney representation as advocate and representative of the grievant at each step of this procedure.

13. As a special exception to the handling of grievances under this Agreement, the parties also agree that, if the grievance involves an alleged violation of section 1 of the Anti-Discrimination Article of this Agreement, the chair, upon receipt of the Step One grievance, will forward a copy of the grievance to the Office of Affirmative Action for investigation. At such point the processing of the grievance by the chair will be suspended. The University Office of Affirmative Action will promptly investigate any allegations in the grievance concerning alleged discrimination (and only such allegations) and will write a report on its findings for the Chair, with a copy to the grievant. In the absence of extenuating circumstances, the investigation will be completed and the report forwarded to the Chair within thirty (30) days of receipt of the grievance by the Office of Affirmative Action.

Upon receipt of the report, the Chair will schedule the Step One meeting as provided herein and continue to process the grievance.

An employee charged in any grievance with committing a discriminatory act does not have the right to file a grievance under this Article unless the University imposes some form of discipline against such employee, in which case the employee may file a grievance regarding the University imposition of discipline in accordance with this Agreement.

ARTICLE 13 DISCIPLINE AND SANCTIONS

1. No faculty shall be disciplined or terminated without just cause and this Article contains the only process through which a faculty member can be disciplined.
2. As used in this Agreement, “termination” shall refer to the discharge of a faculty member prior to the expiration of his or her appointment with the University or the discharge of a tenured faculty member due to the faculty member’s dereliction of duties, professional incompetence, gross misconduct or academic dishonesty. Termination of faculty prior to the expiration of their appointment or termination of tenured faculty for financial, programmatic or other administrative considerations, shall not be covered by the just cause provisions of this Agreement. Procedures for the latter terminations are covered by Article 16, Re-trenchment.
3. As used in this Agreement, “discipline” shall include only written letters of reprimand; ineligibility for sabbaticals and professional development funds; suspensions without pay of varying length; ineligibility for teaching evening school and summer school courses; and termination. Demotion in rank may not be used as a form of discipline. “Discipline” shall not include oral counseling or oral reprimands, nor shall it include annual reviews or other performance evaluations. Such matters are not grievable under this Agreement. Where appropriate and justified, the University may also require as part of a disciplinary action restitution, appropriate training or counseling or other remedial action. The University reserves all rights to itself and/or third parties to initiate civil actions or criminal prosecutions for conduct or misconduct that is believed to constitute a violation of law.
4. It is understood that, in any case involving discipline or termination under this article, the University bears the burden of proving that there was just cause for such action.
5. A faculty member may ask for and shall have the right to have a Union representative present whenever the faculty member is asked to participate in an investigatory interview which he or she reasonably believes may lead to disciplinary action. Nothing in these provisions requires the University to notify a faculty member of such right.
6. Once the University has been informed of any alleged acts that may form the basis for discipline, except those that would constitute a crime, it must initiate any disciplinary proceeding within one year. In the case of disciplinary action resulting from sexual harassment or other unprofessional conduct, the time limit is two years.
7. 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 30 days of any faculty member, the ineligibility for sabbaticals, professional development funds, or the ineligibility for teaching evening and summer school 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. Such statement shall include a summary of the basis for the contemplated action, and, when such basis includes allegations of violations of policy or procedure, a reference to any such policy or procedure. Such written notification shall be delivered by hand, by certified mail or by overnight delivery.
 - b. The faculty member shall be provided with an opportunity to formally respond to the allegations made by the Dean. Except in extenuating circumstances, such a response must be made within ten (10) days of the Dean’s notification letter.
 - c. The faculty member shall be provided with an opportunity to meet with the Dean to discuss the contemplated action. He or she shall be entitled to have a Union representative or attorney present at such meeting, provided that the University may have an attorney present in the event the faculty member or Union chooses to do so. Such meeting shall be held within three (3) weeks of the written statement referred to in (a) above.
 - 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 (c) above, 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 c above and the final action shall be extended to 14 days.

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

8. The procedures of section 7 will not apply in cases where the Chair, Dean or decanal equivalent issues a written letter of reprimand. Such letters of reprimand may be grieved, however, under the just cause standard.

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

10. In any case where the University is contemplating the termination of a tenured faculty member or suspensions of tenured faculty members that exceed 30 days, the process delineated in Appendix A will be used.

11. Pending resolution of the procedures for termination of tenured faculty in Appendix A or, where termination is contemplated for a non-tenured faculty member, pending completion of the time periods in section 7 above, a faculty member may be suspended with pay by the Provost in cases where the continued active employment poses an unreasonable risk of harm to the safety of the faculty member or others or disruption of university programs and/or operations.

12. 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 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.

ARTICLE 14

APPOINTMENT AND REAPPOINTMENTS WITHOUT TENURE

1. Members of the bargaining unit may be appointed by the University with the status of Officer of Instruction, Officer of Research, Officer of Extension or Officer of the Libraries. All faculty are appointed to a particular academic department or, where the department structure does not exist, to a particular School or College. In no case shall a faculty member with a terminal degree in his/her field be appointed at the rank of instructor.

2. An **Officer of Instruction** may be appointed by the University as follows:

a. **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 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 years. Any further lecturer appointments shall also be for two years. 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. Once a unit member receives a two year appointment as a lecturer, he or she shall be notified no later than March 1 of the second year of any such appointment as to whether or not it will be renewed.

If a lecturer applies for a promotion to Senior Lecturer, he or she will be notified according to the RPT schedule as to whether or not he or she will be promoted to Senior Lecturer.

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.

A decision not to offer another appointment to a lecturer shall not be grievable except as otherwise provided herein.

In all cases, a lecturer will be reviewed by his or her Department Chair or designee and by his or her Dean on an annual basis as to his or her performance over the previous year. In reviewing the performance of lecturers, the school or college shall follow the criteria, standards and process delineated in Article 15, Evaluation/RPT. Lecturers shall be evaluated on the basis of their teaching, 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.

Following the completion of six years (within an eight year period) of service as a bargaining unit lecturer, or as a visiting faculty member, or combination of years thereof in such ranks, the lecturer (or visiting faculty member) will be eligible to be considered for the rank of Senior Lecturer. Such consideration will be initiated by means of a qualifying member's application for promotion to the rank of Senior Lecturer during his or her sixth year (within an eight year period) of full time (75% or more) service as a lecturer and/or visiting faculty member at the University.

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.

A lecturer or visiting faculty member who is promoted to the position of Senior Lecturer will receive a two, three or four year term of appointment. The length of the Senior Lecturer appointment 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.

Decisions regarding promotion to the rank of Senior Lecturer, and for subsequent Senior Lecturer appointments, will be based upon the following criteria:

An assessment of the performance of the applicant over the previous six 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, the same teaching, advising and service standards applicable to tenure-track faculty as outlined in this Agreement, and as may be elaborated upon by individual departments, schools or colleges in their written guidelines and policies.

The review of a faculty member for promotion to the rank of Senior Lecturer will follow the procedures for promotion of tenure track faculty specified in Article 15, Evaluation/RPT

An applicant who receives an adverse decision regarding promotion nonetheless remains eligible for consideration for appointment to additional two year terms.

A lecturer who has received an adverse decision regarding his or her own promotion application may re-apply for promotion following an additional period of two consecutive years of employment as a bargaining unit lecturer.

A decision not to promote a lecturer to the Senior Lecturer position, or not to reappoint a Senior Lecturer to an addi-

tional term, or a decision not to reappoint a lecturer with at least four years of service as a lecturer in the bargaining unit shall not be grievable, 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.

Senior Lecturers are appointed to a term of two, three or four years and shall be reappointed to terms of two, three or four years assuming satisfactory evaluation of performance and continued need. They are subject to the same teaching, advising and service standards relative to areas of assignment applicable to tenure-track faculty as outlined in this Agreement, as may be elaborated upon by individual departments, Schools or Colleges.

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.

b. Instructor. An instructor will be appointed for no more than one year, and may be reappointed as an instructor up to two more times, the first reappointment for an additional one year term and the second for up to a two-year term; provided, the length of any such appointments and reappointments shall be solely within the discretion of the University.

c. 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.

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

e. 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 years.

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

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

h. 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 at the University. A faculty member may be appointed as a visiting faculty member for an initial period of up to two 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.

Effective with this Agreement, no visiting faculty member may be reappointed for any additional terms as a visiting faculty member.

3. Officers of Research. All Officers of Research will initially be appointed for a one or two year term and may be reappointed for additional periods of up to two years, provided the length of any such appointments or reappointments shall be solely within the discretion of the University.

Research Associates reappointed at the rank of Research Associate will receive an annual contract that is renewable for an additional year if grant funding remains available and subject to favorable performance reviews.

Research faculty promoted to or reappointed at the rank of Research Assistant Professor will receive an annual contract that is renewable for an additional year if grant funding remains available and subject to favorable performance reviews.

Research faculty promoted to or reappointed at the rank of Research Associate Professor will receive an annual contract that is renewable annually for up to two additional years if grant funding remains available and subject to favorable performance reviews.

Research faculty promoted to or reappointed at the rank of Research Professor will receive an annual contract that is renewable annually for up to three years if grant funding remains available and subject to favorable performance reviews.

The performance of all Officers of Research will be reviewed annually by the Chair, as specified in Article 15, Evaluation/RPT. Appointments and reappointments for officers of research are contingent upon available research funding. If the restricted funding ceases or if there is a significant change in the nature of the funded activity, the appointment may be terminated at the point the granted funds supporting the position no longer remain available.

Bridge funding. In cases where external funding has been terminated, bridge funding for the compensation of the

Officer of Research by the University of up to six months may be available for an Officer of Research who has served six (6) or more years at the University and has, in the judgment of the Dean, a history of satisfactory review,

Such funding will only be provided if the faculty member has made demonstrable progress towards the attainment of new grant funding, or is named as an expected member of a proposed grant team. In the event that an unexpected cessation of grant funding makes such preparation impossible, a faculty member who would otherwise qualify for bridge funding may be recommended for such funding to the Dean by the department chair or other supervisor.

As soon as is practical after it is known that bridge funding would be needed, the Officer of Research shall meet with the Department Chair and Dean or Dean's designee to determine what continuing or alternative duties would best serve the University. Should external funding not be found by the expiration of the bridge period, the portion of the appointment financed by the expired grant may be terminated.

4. Officers of Extension. All Officers of Extension will initially be appointed for a one or two year term and may be reappointed for additional periods of up to two years, provided the length of any such reappointment shall be solely within the discretion of the University.

Extension faculty appointed at the rank of Extension Instructor will receive an annual contract that is renewable for an additional year of grant funding remains available and subject to favorable performance reviews.

Extension faculty promoted to or reappointed at the rank of Extension Assistant Professor will receive an annual contract that is renewable for an additional year if grant funding remains available and subject to favorable performance reviews.

Extension faculty promoted to or reappointed at the rank of Extension Associate Professor will receive an annual contract that is renewable annually for up to two additional years if grant funding remains available and subject to favorable performance reviews.

Extension faculty promoted to or reappointed at the rank of Extension Professor will receive an annual contract that is renewable annually for up to three years if grant funding remains available and subject to favorable performance reviews.

Officers of Extension who hold appropriate terminal degrees and who hold current primary appointments within academic departments may choose to have their appointments converted to that of Officers of Instruction or to retain their current status as an Officer of Extension. Such eligible officers will have two years from the date of ratification of this Agreement to make that decision.

A current Officer of Extension who makes such a decision to be converted to an Officer of Instruction must be reviewed for tenure within a reasonable period of time set by the department with the Dean's approval, provided, however, that such review commence no later than the Fall of 2006. Such review for tenure will be conducted under the same procedures, criteria and standards as for other tenure-track faculty.

Such an eligible officer may only be reviewed for tenure once. However, if he or she is rejected for tenure, he or she will nonetheless be retained as an Officer of Extension on annual appointments.

An eligible Officer of Extension who converts to Officer of Instruction status and who subsequently is tenured shall have all of the rights and responsibilities of tenure status, provided, however, that the University will only tenure the general fund/experimental station portion of the faculty member's salary.

5. Officers of the Libraries. All Officers of the Libraries will be initially appointed for a one-year term.

Library faculty initially appointed at the rank of Assistant Professor or promoted from instructor to assistant professor may be reappointed for up to two year terms.

Library faculty appointed at the rank of Associate Professor or promoted from assistant professor to associate professor may be reappointed for up to four year terms.

Library faculty appointed at the rank of professor or promoted from associate professor to professor may be reappointed for up to six year terms.

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

6. Except as provided for in section 4 above, only Officers of Instruction holding the rank of Assistant Professor, Associate Professor or Professor shall be eligible for tenure in accordance with the procedures of Article 15, Evaluation/RPT.

7. Notice of non-reappointment, or of intention not to recommend reappointment of a full-time tenure-track Officer of

Instruction, Clinical Instructor, Assistant, Associate or full Professor, Library Instructor, Assistant, Associate, or full Professor; or Extension Instructor, Assistant, Associate or full Professor shall be given in writing in accordance with the following standards:

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 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 months before its expiration.

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

d. These notice periods do not apply to terminations for cause or Retrenchment terminations nor do they apply to appointments of Officers of Research who are terminated because grant funds supporting the position no longer remain available.

ARTICLE 15
EVALUATION OF FACULTY AND REAPPOINTMENT,
PROMOTION AND TENURE CRITERIA AND PROCEDURES

1. Annual Department and School Review

a. Department chairpersons shall annually review the performance of faculty members in their departments. In schools without chairs, this review shall be carried out by the Dean. Although the faculty member bears the responsibility of demonstrating his or her achievement and potential in matters of reappointment, promotion and tenure, chairs, deans and decanal equivalent officers 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 in need of improvement.

b. Reviews at the department and school level shall take place annually for all unit 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 May 30 for any tenure-track appointment.

c. Annual reviews will focus on the performance of the faculty member during the academic year in which the review takes place but will also take into account the performance of the faculty member during the preceding two years if the faculty member was employed by the University.

d. Annual reviews shall include a formal meeting between the evaluator and the faculty member. 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/her evaluator's assessment, and any such rebuttal shall be placed in the faculty member's academic file.

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

Non tenure track faculty shall be reviewed annually at the department/school level. Non tenure track faculty with more than one year contracts shall have a Reappointment Review in the year preceding the expiration of their contract if the faculty member is seeking reappointment. Such reviews shall be formal peer reviews ("green sheet reviews") but shall take place at the department and college/school level only. Notwithstanding the above, a non-tenure tenure track faculty member must have at least one formal peer review ("green sheet review") up to and including the Dean's level every four years.

In the year in which a faculty member applies for promotion, a formal peer review shall take place at the department, College and University level.

3. Department/School RPT and Annual Review Guidelines

The following sections describe the criteria and standards of performance as well as the procedures under which judgments in annual reviews are made on the achievement and the potential of candidates for reappointment, promotion and tenure (RPT). In addition to these sections, all academic departments and all academic units with responsibility for making the first recommendation in RPT cases are required to prepare RPT and Annual 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 evaluations. Under no circumstances can such department/school guidelines establish lesser obligations or standards than stated elsewhere in this Article.

In preparing such guidelines all department/school faculty, tenured and untenured, shall have an opportunity to provide input into what these criteria and procedures should be. The Dean must approve any departmental RPT and Annual Review guidelines. The Provost must approve RPT and Annual Review 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 a College. In such cases, the department shall notify the Dean in writing no later than January 30, 2004.

Departments and academic units with responsibility for making the first recommendation in promotion cases must have approved guidelines (criteria and procedures) for promotion to Senior Lecturer by June 1, 2003. Departments and academic units with responsibility for making the first recommendation in RPT cases must have approved RPT and Annual Review Guidelines no later than March 15, 2004. Such guidelines, as well as any College or School guidelines, shall be distributed to all bargaining unit members to whom they apply and must be included in the dossier of every candidate for reappointment, promotion and tenure. One copy of all approved department/school guidelines and College/School guidelines will also be sent to the Union.

4. Officers of Instruction

a. Officers of Instruction holding the ranks of Instructor, Assistant Professor and Associate Professor shall be evaluated for reappointment, promotion and/or tenure (“RPT”) based upon the candidate’s record of performance in the areas of teaching, advising, scholarship/research/creative work and service. Officers of Instruction holding the ranks of Clinical Assistant Professor, Clinical Associate Professor and Clinical Professor shall be evaluated for reappointment and promotion based upon the candidate’s record of performance in the assigned areas of teaching, advising, scholarship/research/creative work and service. 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.

Lecturers shall be evaluated and reviewed for performance as provided for in Article 14, Appointments and Reappointments Without Tenure.

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.

For Officers of Instruction with multiple appointments, there must be a single department (or college/school) that will be responsible for the professional development and evaluation of a faculty member; for maintaining complete records; for initiating recommendations concerning changes in appointment status; for fiscal responsibility; and for any eventual tenure commitment. The responsible department (or college/school) and the nature and extent of the commitment of the other department (s) will be designated at the time of initial appointment or of change of appointment status. The reviews and recommendations of secondary units shall be requested by and reported to the primary department (i.e. the responsible department, college or school) in advance of the primary unit’s decision on the Officer’s reappointment, promotion or tenure. Such review and recommendations shall become part of the recommendation documentation of the primary unit.

i. Teaching and Advising.

Effectiveness in teaching is an essential criterion for reappointment, promotion and tenure. The prime requisites for effective teaching are:

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

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

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

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

(b) Evaluations of teaching and advising by students, appropriately documented and interpreted, for example through the use of student survey information following completion of their course or after graduation.

(c) Development by the candidate of new and effective techniques of instruction and instructional materials, including

textbooks, particularly when evidenced by acceptance at other colleges or universities.

(d) Publications by the candidate on the teaching of his/her discipline in respected journals.

(e) Recognitions and awards for distinguished teaching.

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 and similar products connected with teaching or public service should be considered creative work insofar as they present new ideas or incorporate the candidate's scholarly research.

Works in progress should be assessed whenever possible.

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

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

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

In cases involving 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. These scholars and practitioners should be at "arms length" with the candidate and be capable of providing an objective, informed assessment of the candidate's work.

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

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

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

iii. Service to the University, and in their Capacity as Scholars, to the Community and the Profession.

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

Faculty may engage in service through effective committee or other activity relating to their department or program, College or School, or the University, or United Academics. Faculty may make contributions through effective participation in community, state, national or international 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; 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.

b. Procedures in Matters of Reappointment, Promotion and Tenure.

i. Department chairpersons shall annually review the performance of faculty members in their departments and 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.

ii. Only full-time Officers of Instruction with the titles of professor, associate professor or assistant professor are eligible for continuous tenure. Clinical faculty of all ranks, lecturers and visiting faculty are not eligible for tenure. If a clinical faculty member, 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 upon the recommendation of the Dean of the College or School.

iii. The initial appointments of full time Officers of Instruction with the rank of instructor, assistant professor, or associate professor are probationary in nature. Such probationary tenure track faculty shall have a reappointment review in the year preceding the expiration of their contracts. The review for the first reappointment shall take place only at the department and college/school level.

iv. Tenure represents the commitment of the University to the continued appointment of an Officer of Instruction until retirement or resignation, or for just cause, including inability to perform the essential requirements of the faculty member's appointment, with or without reasonable accommodation, due to physical or mental disability, or due to the termination on account of financial exigency or elimination of an institutional program.

No Officer of Instruction attains tenure automatically. Tenure is acquired either in an initial appointment to the rank of professor, or upon promotion from within the University to the rank of associate professor, or upon appointment following a probationary period as set forth herein.

A person eligible for tenure shall not continue to be employed at the University beyond the probationary period, unless tenure is granted.

A tenured Officer of Instruction may be supported by a career-development award, by a UVM-administered research grant, in an administrative position, or from other UVM non-instructional sources without loss of tenure. In such cases, the regular faculty title shall be retained by that Officer.

v. Probationary Periods.

(a) Instructor. Persons holding appointments as instructors may be reappointed or promoted to Assistant Professor. However, they may not be granted tenure at the Instructor rank.

(b) Assistant Professor. Initial appointments at the assistant professor level shall be on a probationary basis. An assistant professor will be evaluated for reappointment in the year preceding the expiration of his or her contract.

Tenure will be granted to faculty members initially appointed as assistant professors upon promotion to associate professor. Tenure may be granted to a full time assistant professor at that rank only after a seven year probationary period,

part of which may include full time service to the University at the rank of instructor. Nothing in this Agreement precludes the University from crediting prior service at the University of Vermont 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. A full time 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.

(c) Associate Professor. Except in rare cases approved by the Provost in advance of an offer, initial appointments as an associate professor are on a probationary basis. Before a full time associate professor will be granted tenure at that rank, a four year probationary period must be met. A person promoted to associate professor at the University will acquire tenure upon the effective date of the promotion.

A probationary associate professor will be informed during the third year of service whether tenure will be granted. If tenure is not granted, the appointment will not be renewed after the fourth year.

(d) Professor. Tenure is acquired upon full time appointment to the rank of professor.

vi. Eligibility for Tenure at less than 1.00 FTE. With the written approval of the Chairperson, Dean and the Provost, a faculty member who is less than 1.00 FTE but at least .75 FTE and holding the rank of instructor, assistant professor, associate professor or professor may be placed on a tenure track or, except in the case of instructor, may be granted tenure. The length of the probationary period must be part of the original agreement and shall be an integer number of years, based on the principle that the usual probationary period stated herein represents full time service.

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

(a) 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 Provost 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/her discretion.

(b) A non-tenured faculty member may extend the probationary period for one year to reflect the caregiving responsibilities associated with the birth of a child or adoption of a child five years old or under even if no leave of absence has been taken. Requests to extend the probationary period for this reason must be made within the year following the birth or adoption of the child and prior to the beginning of the year in which the mandatory review for tenure must occur. The maximum amount of time that the probationary period can be extended for the birth of a child or adoption of a child five years old or under is one year. Requests to extend the probationary period made under the terms of this paragraph must be submitted to the Dean who shall forward the recommendation to the Provost for action. Such requests will be granted.

(c) Other than extensions granted under paragraph vii (b) above, a faculty member may apply to the Provost for an extension of the probationary period without having taken an approved leave only under extraordinary circumstances. In such cases, following discussions with the Chair and/or Dean, the Provost shall decide whether or not to extend the probationary period in his/her sole discretion. The Provost shall notify the applicant within sixty (60) days of the request.

(d) If a faculty member originally appointed full time to a tenure track position subsequently serves less than 1.00 but at least .75 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.

(e) No request for extension will be granted if a non-reappointment notice has been issued. Extension of the probationary period under section vii (a) (c or (d) would not normally be expected to extend beyond one year, although further extensions may be petitioned to the Provost in the manner described above. In all cases of extensions of the probationary period, the maximum amount of time that the probationary period can be extended for any reason or combination of reasons is three years for an assistant professors and two years for an associate professor.

(f) 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.

viii. Officers of Instruction shall be evaluated in accordance with the following procedures:

(a) The Faculty Member

In preparing his or her dossier for reappointment, promotion or tenure, the faculty member shall be responsible for preparing his or her own file consisting of 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.

(b) The Department Chairperson

The Department Chairperson shall be responsible for completing a Chair's Statement, 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. In academic units without departments, such statement shall be prepared by the Dean. The Chairperson is required to seek the input of tenured and tenure-track faculty relative to the candidate's work in the performance areas evaluated prior to the completion of their statement and recommendation. The Chairperson's statement should include a faithful summary of the advice received, both favorable and unfavorable, from department colleagues concerning the candidate's record in the areas of teaching, advising, research/creative activity and service.

A numeric, anonymous tally of any department vote taken on the candidate will be provided to the faculty member evaluated.

Following consultation with departmental faculty, the Chairperson shall make a determination on the proposed personnel action under review. The determination shall be in the form of a written assessment of the candidate's record. A faculty member will receive a copy of the Chair's written assessment and may add a written rebuttal to the file. The faculty member may also write a rebuttal to any comments made by outside evaluators of his or her research. These rebuttals will be placed in the candidate's dossier before being passed on to the next level of review assuming they are timely received.

A faculty member may elect to withdraw his or her request for RPT action within fifteen days of receipt of the department chair's decision.

In academic units without department chairs, the Dean shall serve as the first level of administrative review.

(c) The Dean

In the case of both favorable and unfavorable RPT recommendations by a chair, the Dean of the College or School shall review the candidate for reappointment, promotion or tenure, unless the candidate elects to withdraw in writing his or her candidacy for 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. The FSC will assess the candidate's record and shall make a written recommendation to the Dean on the proposed personnel action under review. Following review of the FSC's assessment and recommendation, the Dean will issue a written assessment and decision regarding the personnel action under review, which shall be forwarded to the Provost. The faculty member shall receive a copy of the FSC's and the Dean's written assessment and may add a written rebuttal to the file. Except in cases of a first reappointment decision 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.

(d) Provost

In the case of both favorable and unfavorable RPT recommendations of the Dean, after the first reappointment decision, the Provost shall review the proposed RPT action. The Faculty Affairs Committee (FAC) of the Senate shall also review the candidate for RPT. The FAC will assess the candidate's record and shall make a written recommendation to the Provost on the proposed personnel action under review. The Provost shall issue a written determination with respect to the RPT action following review of the FAC's assessment and recommendation. The Provost's decision shall be final and shall constitute the final action of the University in all cases other than first reappointment decisions. In tenure cases, if the Provost's decision is in favor of tenure, his or her recommendation shall be forwarded to the President, who, on the authority of the Board of Trustees, shall grant tenure to the faculty member.

5. Officers of Research

Officers of Research shall be reviewed for reappointment and promotion in the same manner as herein stated relative to Officers of Instruction, provided that such officers shall be reviewed only relative to the quality of performance in scholarship/research work and other duties expressly assigned.

Officers of Research are not eligible for tenure. If an Officer of Research is subsequently appointed as an Officer of Instruction 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.

6. Officers of Extension

a. General Considerations. The basic quality that must be evident for appointment, reappointment or promotion of an Officer of Extension is performance at a high professional level in areas which contribute to creative and scholarly work, and the educational, research and service activities of the University. The University's insistence upon this standard for continuing members of the faculty is necessary for maintenance of quality of the University as an institution dedicated to the discovery, preservation and transmission of knowledge.

b. Specific Criteria. i. The following criteria are the bases for judgments to be made regarding the quality of performance of an Officer of Extension. They provide the basis for decisions on appointment, reappointment and promotion. Officers of Extension should be evaluated annually and the results summarized in writing and considered in all reappointments and promotions.

In evaluating the performance of each Officer of Extension with respect to these criteria, reasonable flexibility should be exercised, balancing, where the case requires, heavier assignments and responsibilities in area against lighter assignments and responsibilities in another. Documented consistency of performance over a period of years is considered an excellent indicator of future performance.

The University values effective collaboration in, and synthesis of, teaching, research and other scholarly endeavors and supports and encourages Officers of Extension who contribute effectively to teaching efforts. When documenting evidence of accomplishment that resulted from a team collaboration, the Officer of Extension should: (1) explain the significance of the team accomplishment; (2) identify collaborators, whether within the University or outside institutions and agencies; and (3) describe with specificity his or her own role in the team effort. Accomplishments and elaboration of a team effort should only be reported when the Officer of Extension's contribution is substantial.

ii. Teaching. The primary requisites for an effective teacher are intellectual competence, integrity and open mindedness; a willingness and capability to grow in one's field; and a spirit of scholarly inquiry that fosters the desire to keep current in one's field, including strengthening both subject matter expertise and methods of presentation.

An effective teacher has a vital interest in teaching and working with diverse audiences, stimulating their intellectual interest and enthusiasm and encouraging them to seek further knowledge. For Officers of Extension, the audience is a heterogeneous group in terms of educational backgrounds, learning capabilities and needs.

An effective teacher must be prepared to use a variety of methods and techniques to deliver information effectively, as appropriate to the situation, including teaching noncredit and credit courses, workshops, seminars, institutes and conferences; providing individual consultation and instruction; training volunteers and paraprofessionals; and using mass media to disseminate information. Teaching excellence consists of more than imparting knowledge available from texts or research. An effective teacher will seek out current sources of information, then adapt or develop new materials and/or teaching techniques as needed for programs, courses, workshops, presentations and other teaching situations.

The guidelines below suggest general criteria to be used to appraise teaching effectiveness. An effective teacher: (1) accurately and clearly perceives relevant needs and concerns of clientele groups; (2) interprets and presents information so that it is useful and meaningful to the clientele; such information being based on current knowledge and research from reliable sources, which may include the University, other universities and institutions, governmental agencies and research organizations and the private sector; (3) utilizes appropriate and effective educational methods, techniques and devices, as the situation and clientele warrant; (4) develops and uses effective measurement instruments to determine the progress of the educational program or project; (5) and determines and evaluates the ultimate results achieved through clear assessment and reporting.

For Officers of Extension, teaching may also involve taking on a leadership role in the development and administration of educational programs. Responsibilities include developing and organizing educational programs individually or as part of a team and/or managing volunteers and professionals involved with the teaching effort. An effective leader provides program leadership in many ways including the following: (1) clarifies the objective and contributes substantially to programs and curricular direction; (2) establishes a positive teaching environment, which is both comfortable for the clientele and conducive for learning and which encourages excellence of teaching; (3) organizes and coordinates activities and/or logistics necessary to carry out the educational program or project both effectively and efficiently; (4) obtains sufficient and appropriate resources and personnel, including the training of volunteers, to meet program requirements; (5) stimulates volunteers, clientele and others to contribute effectively to the goals and objectives of the program or project; and (6) effectively reports program activities and results, particularly the impact of Extension programming on the quality of lives of Vermonters.

Officers of Extension need to have a mastery of their subject matter and be capable of demonstrating teaching effectiveness. Documented support of teaching effectiveness may include the following: (1) 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. (2) documentation of the impact of contributions on program, workshop or course participants, such as enhanced understanding and retention of information, behavioral changes and successes; (3) 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; (4) documentation of team efforts, such as summaries of success or progress being made regarding team efforts and specifications of the role played and contributions made by the faculty member.

iii. Scholarship, Research and Creative Activities.

Each faculty member is expected to engage continuously and effectively in creative professional activities of high quality and significance. Scholarship demonstrates continued excellence in, and significant contributions to, a specific field through a continuum of creative and scholarly endeavors, which may include basic and/or applied research; the development and analysis of original and innovative educational program efforts; creation and dissemination of new knowledge; and the adaptation, integration and application of existing knowledge or technology into one's work.

Active scholarship should be a fundamental endeavor of all members of the Extension faculty. However, the type and level of scholarly activity will vary, depending on the roles and responsibilities of the individual faculty member, and should be evaluated based on the individual's specific responsibilities within the institution.

In cases involving promotion to Associate Professor or Professor, the unit must solicit evaluations from highly accomplished professionals at other institutions. When evaluating the significance of an Officer of Extension's scholarship, the following guidelines may be used: (1) impact and quality of the work in an assigned area of responsibility; (2) breadth, value and originality of the work; (3) innovation in using either original or revised work to meet clientele needs; (4) pertinence of the activity or scholarly effort in identifying and solving problems; (5) acquisition of external funding, awards and patents; (6) consistency in publishing or presenting results, writings, and reports to peers and colleagues over a period of years; (7) peer-reviewed, significant, scholarly contributions to mass media including newspaper and magazine articles, television programs, and radio broadcasts; and (8) type and number of honors and awards earned.

Officers of Extension should have a mastery of their subject matter and be capable of developing and implementing quality educational programs and materials and providing technical assistance. Documented support of scholarship may include the following: (1) letters and/or program evaluations from peers and clientele addressing the faculty member's expertise and scholarship; (2) original or creatively revised curricula and educational materials; (3) 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; (4) original and significant contributions using electronic media including television, radio and computer; (5) presentations or lectures made to peer groups as an invited speaker, at professional meetings and in other public forums; and (6) other significant efforts that directly contribute to the knowledge base of the clientele.

Officers of Extension who do not have research responsibilities per se but who collaborate in research efforts should be recognized and evaluated for their participation, which may include such activities as: (1) identification of problems requiring investigation; (2) participation in the design and execution of applied research in the laboratory and in the field; (3) adaptation of the research within the context of Extension education programs. Officers of Extension who are supported by research funds may be involved in the creation or application of new knowledge through basic, adaptive and applied research. Research, as measured by peer recognition of its originality, impact and quality, may be documented by refereed publications, such as journal articles, chapters in textbooks and other books of high quality or proceedings pertinent to the faculty member's Extension work. Research/scholarship may also be demonstrated by the presentation of papers at professional meetings at the regional, national or international level. 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.

iv. Community/University Service Activities

Recognition should be given to faculty who participate in, and contribute significantly to, faculty government and policy making through department, Extension division and/or University committees, or United Academics. An Officer of Extension 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 Officer of Extension'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, especially when effectively carrying out leadership responsibilities and contributions to publications including serving on the editorial board of professional journals.

c. Procedures Concerning Reappointment and Promotion of Officers of Extension.

i. Annual Performance Reviews and Reappointment.

Chairpersons shall review annually the performance of each Extension faculty member in their region, department or unit. The findings of that review shall be communicated to the faculty member in writing, and the faculty member shall have the right to rebut any statement in the Chair's review and have the rebuttal attached to the review. Before deciding on the recommendations for reappointment, the Chairperson shall consult the members of the region, department or unit. Annually, the Chairperson will make a recommendation on reappointment to the appropriate Director or Dean.

ii. Procedure in Matters of Promotion.

Recommendations for faculty promotion may be forwarded at any time by an Officer of Extension who believes he or she has met the standards for the proposed rank. The Chairperson will make recommendations on promotion to the appropriate Director or Dean, who, after considering the written documentation provided by the individual faculty member and the recorded recommendations of the Extension Faculty Standards Committee, will make his or her decision on a recommendation. Specific procedures to be followed are those outlined and prescribed in Section 4(b).

d. Officers of Extension are not eligible for tenure. If an Officer of Extension is subsequently appointed as an Officer of Instruction in 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. This provision does not apply to those Extension faculty who hold a terminal degree and who hold a primary appointment in an academic department. Such faculty member's rights to be appointed as Officers of Instruction are delineated in Article 14 (4).

7. Officers of the Libraries

Officers of the Libraries shall be reviewed for reappointment and promotion in accordance with the following standards, criteria and procedures:

a. General Considerations. The librarian 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 an Officer of the Libraries 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 Officers of the Libraries 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 Officers of the Libraries. In evaluating the candidate'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. Contributions to the literature of librarianship, 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. 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) pertinency of the activity in solving problems.

iii. Service. The same service criteria set forth for Officers of Instruction shall apply.

c. Procedure in Matters of Reappointment and Promotion. Officers of the Libraries shall be reviewed for reappointment and promotion in accordance with the following procedures:

i. Annual Performance Review and Reappointment. Area administrators and/or department chairpersons shall review annually the performance of each Libraries 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 (b) above shall guide this review. The area administrator and/or department chairperson will make a written recommendation on annual reappointment to the Dean of the Libraries. The Dean shall make a final decision on reappointment.

ii. Procedures in Matters of Promotion. Recommendations for faculty promotion may be forwarded at any time a faculty member has met the standards for the proposed rank. The area administrator and/or department chairperson will make a written recommendation on promotions to the Dean of Libraries, who will consider such recommendation, along with the recorded opinion of the Library Faculty Standards Committee, and formulate his or her own recommendation. The Dean's recommendation will be forwarded to the Provost. The faculty member shall receive a copy of the Dean's recommendation as well as the recorded opinion of the Library Faculty Standards Committee.

The Provost and the Faculty Affairs Committee shall consider the application for promotion. Upon consideration of the record and recommendations from below, as well as the recommendation of the Faculty Affairs Committee, the Provost shall make a final determination on the application for promotion.

d. Officers of the Libraries are not eligible for continuous tenure. If an Officer of the Libraries is subsequently appointed as an Officer of Instruction 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.

8. Timetable for Reappointment, Promotion and Tenure Cases.

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.

June 15: Provost's Office sends to Deans a list of full time faculty about whom reappointments, tenure and/or promotion decisions must be made in the following academic year.

September : The Provost distributes the schedule for RPT decisions for the coming academic year.

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

By November 30: Department Chairs submit Faculty Evaluation Forms to 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 non-reappointment to tenure-track, clinical or library bargaining unit members 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, clinical or library bargaining unit members in the first year of service.

By March 1: Chairpersons submit Faculty Evaluation Forms to the Dean for tenure track assistant professors in the second year of their first (three-year) appointment.

By March 15: Review of candidates' dossiers by Faculty Affairs Committee

By April 25: Provost's decisions communicated to Deans.

By May 1: Deans send notice to full-time faculty of reappointment decisions for the following academic year and of full-time faculty promotion and tenure decisions for the following academic year.

9. Nonrenewal of an appointment does not carry with it implication of incompetence or misconduct on the part of the Officer of Instruction. In addition to the right of the University to not reappoint any non-tenured faculty member for individual performance reasons, such decisions may be based on a variety of reasonably derived administrative, financial or policy reasons; on an assessment of insufficient potential for future growth of the faculty member; or on a prior and independent judgment that the position should be redefined.

10. A faculty member who is denied reappointment, promotion or tenure shall not have the right to grieve any of the individual recommendations in this 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 grounds:

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

ARTICLE 16 RETRENCHMENT

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.

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.

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 therefor, and a plan to address the financial condition of the University. The President shall notify the Union 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 President and declares a condition of financial exigency that requires (1) closure of the institution; or (2) termination of unit 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 months.

c. If the course of action adopted by the Board of Trustees requires termination of unit faculty appointments, under the direction of the President or his/her designee, a staffing plan will be developed in coordination with affected college/school/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 unit faculty whose termination is to be effected:

i. In all cases requiring termination of unit 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 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 (1-2) above; 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 members in the first year of service, a minimum of three months notice or equivalent salary and benefits in lieu of notice if given after March 1; for faculty members in the second or third year of consecutive service, a minimum of six months' notice or equivalent salary and benefits in lieu of notice if given by December 15, or salary and benefits equivalent to one year's notice if notice is given after December 15; for faculty members 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 employee's regular payment schedule.

f. If, because of a condition of financial exigency, the University terminates the appointments of unit 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 because of financial exigency, the positions of bargaining unit members terminated under this Article will not be filled by a replacement within a period of thirty months from the effective date of termination, subject to the recall rights provided in this Article.

g. i. During the thirty 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 vacancy within the department for a period of thirty 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 reemployment 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 person 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 person reemployed 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 reemployment to full time 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.

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

h. Cessation of Condition of Financial Exigency. 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.

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 unit faculty whose termination is to be effected:

i. In all cases requiring termination of unit 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 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, 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-ii) above; 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 member in the first year of service, a minimum of three months notice or equivalent salary and benefits in lieu of notice if given after March 1; for faculty member in the second or third year of consecutive service, a minimum of six months' notice or equivalent salary and benefits in lieu of notice if given by December 15, or salary and benefits equivalent to one year's notice if notice is given after December 15; for faculty member 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 employee's regular payment schedule.

d. If the University terminates the appointments of unit 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, the positions of unit members terminated under this Article will not be filled by a replacement within a period of thirty months from the effective date of termination, subject to the recall rights provided in this Article.

e. i. During the thirty 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 vacancy within the department for a period of thirty 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 reemployment 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 person 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 person reemployed 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 reemployment to full time 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.

iii. If the faculty member was enrolled in a health insurance program at the time of layoff, she/he 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 Consolidated Omnibus Budget Reconciliation Act (COBRA) provides.

iv. A unit member who has received notice of retrenchment under section 4 shall be entitled during his/her period of notice up to \$1000 for reimbursement for fees charged by professional placement or occupational counseling services or other transitional costs.

ARTICLE 17
FACULTY WORKLOAD AND RESPONSIBILITIES

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 provided he or she first discusses such changes with the faculty member, and provided the changes are not arbitrary or capricious. The faculty member and Dean will receive a copy of this written record of work expectations, and any modification of such work expectations.

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) and the nature of the academic program, which may require flexibility in assignments to maintain program quality. It is further recognized that, in making 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 two 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 the Provost level of such procedure.

3. Bargaining unit members will follow the approved academic calendar. Bargaining unit members will either serve on 9 month, academic year appointments or 10 or 12 month appointments. All 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. However, nothing shall preclude individual arrangements mutually agreed upon 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, or for nine month appointments that do not correspond to the traditional academic year. Payment of compensation shall correspond with any such altered calendar expectations.

Nine month faculty may be compensated on a pro-rated basis with a supplemental contract for any additional assigned work that falls outside of the academic year appointment.

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. However, nothing shall preclude individual arrangements mutually agreed upon among the faculty member, the Chair and the Dean under which the appointment will be satisfied by different calendar expectations. Payment of compensation shall correspond with any such altered calendar expectations.

Such faculty are 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.

Faculty who serve on 12 month appointments must be available for work assignments throughout the calendar year except for scheduled vacations and official University holidays. The annual vacation for bargaining unit members on a 12 month appointment is 22 days each year to be scheduled with and approved by their Chair or supervisor in advance.

4. The general workload responsibilities of Officers of Instruction (other than lecturers and clinical faculty) shall include

teaching and advising, research/ scholarship/creative activity and service requirements.

The general workload responsibilities of lecturers may include teaching, 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 record of work expectations.

5. Officers of Research. The general workload expectations of Officers of Research 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.

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

Officers of Extension will be assigned work by their supervisors, subject to the approval of the Dean. Officers of Extension will serve on .8 FTE contracts and are expected to coordinate their availability for assignments with their supervisors, subject to the approval of the Dean. (See side letter of understanding.)

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

Officers of the Libraries will be assigned work by their supervisors five 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. Officers of the Libraries 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 consecutive days. Any officer of the libraries who works on a University holiday shall be entitled to compensatory time equal to one and a half the number of hours worked. The employee may schedule with his or her supervisor when this compensatory time may be taken.

Scheduled evening work shall not exceed more than once a week, and scheduled weekend work shall not exceed four days during each of the Fall and Spring semesters.

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 and to maintain office hours reasonably convenient to students.

9. All faculty are generally expected to participate in traditional academic exercises and functions such as commencement and student orientations. Faculty participation in any official University function that may fall outside of the faculty member's appointment period or required availability as set forth in paragraph 3 of this Article shall be voluntary. Faculty who participate in such functions under such circumstances shall be compensated at the rate of \$150 per day.

10. All new faculty will be required to attend an initial faculty orientation upon commencement of University employment. All faculty will be required to attend periodic training sessions on topics of significant relevance to the professional and legal obligations to which they are subject.

11. Workload may also include but not be 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

Departments may develop formulas or other methods for taking into account these and other activities. Department Chairs and supervisors 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.

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 the said 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.

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.

14. Faculty teaching Evening Division or Summer School courses not constituting part of the normal workload will separately contract with the Division of Continuing Education for such work and will be subject to the rules, regulations and policies of that unit. Evening Division rates shall be the same as the overload rates, specified in Section 16 (c) of this Article. Summer session rates shall be the same as Evening Division rates or 2.5% of the faculty member's base salary for the prior academic year for each credit hour taught, whichever is greater.

15. It is understood that from time to time, faculty members may accept certain duties which are administrative in nature or other mutually agreed upon functions, including but not limited to, the direction of academic programs. Such work shall not operate to exclude a faculty member from the unit, unless such work entails the supervision of personnel sufficiently similar to that of Department chairs or other statutorily defined supervisors to warrant exclusion.

16. Under appropriate circumstances when faculty take on assignments in addition to their regular work load, the department chair, in his or her discretion, following consultation with the faculty member, may account for this additional work by one or more of the following options:

- a. adjusting the workload in the following semester or following academic year;
- b. reducing the amount of work expected in other elements of assignment during the semester or year in question;
- c. in exceptional circumstances where an additional course is assigned, provide compensation at the rate of \$1400 per credit.

If the additional work is less than teaching the entire course, an appropriate compensation will be arrived at through discussions between the faculty member and the department chair. This rate shall be raised to \$1450 in the second year of the contract and \$1500 in the third year of the contract.

17. Faculty are encouraged to participate in professional activities as a means of improving not only their own competence

and prestige, but the prestige of the University as well. While engaging in these activities faculty members have the obligation to avoid ethical, legal, financial and other conflicts of interest to insure that their outside activities and interests do not conflict with their primary responsibilities to the University.

18. External Compensation. Full time employment by the University is considered the basic employment of the individual and other compensated professional activities shall be limited so not to impair the effectiveness of their University duties. In no cases shall an employee have full time employment elsewhere while a full time University employee. Thus, supplemental employment and compensation is permissible only in the following circumstances:

- a. It will not interfere with performance of University duties or impact the effectiveness of the individual as a teacher or scholar;
- b. University equipment, supplies, materials, clerical services are not used, except in appropriate scholarly and professional pursuits related to their university employment;
- c. Prior to undertaking such work, the faculty member reports to their Department Chairperson or Dean the nature, extent and expected duration of the work, including the number of hours and the time period during which supplemental employment will occur. These reports should be updated at the beginning of each semester, or when a significant change in outside employment occurs. If the administration determines that outside employment is not in keeping with sections 17 or 18(a) or 18(b) of this article, it has the right to withhold its permission for such supplemental work and compensation.

ARTICLE 18

PERSONNEL FILES

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

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

3. The Academic Record file will be maintained in the Dean's Office or equivalent administrator's office. The contents of this file shall be determined by the Dean, or equivalent administrator, and minimally will contain copies of curriculum vitae, official correspondence with the faculty member, 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, all student evaluations may be kept at the department level instead of the Dean's office.

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.

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

5. 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, within or outside the bargaining unit. On those occasions when faculty are carrying out such formal evaluative functions, such faculty will only have access to the RPT file under review and not the entire academic record file of the candidate. 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.

6. 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.

7. 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 15, Evaluation/RPT.

8. Except for student evaluations, no written materials may be used for annual review or RPT evaluative purposes that have not been placed in the academic file at least two weeks prior to the date announced by the department chair (or dean or director in schools or units without department chairs) for the initiation of department and/or chair review of the faculty member without the faculty member's written permission.

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

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

ARTICLE 19 SALARY

1. Across-the-board increases. For FY 03, effective July 1, 2002, and except as otherwise provided, each faculty member employed by the University on February 1, 2002, and still employed in the bargaining unit on the date of ratification, shall receive an across the board salary increase of 3.0% added to their FY 02 base salary.

2. Market adjustments. For FY 03, the parties agree that an amount of money equal to 2.0% of the total salary dollars payable as of February 15, 2002 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.

For the distribution of market money, and for this Agreement only, the parties will utilize the approach to market adjustments presented by the Union in this round of negotiations. 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 \$1800 market adjustment.

3. a. For FY 04, effective on July 1, 2003, and except as otherwise provided, each faculty member employed by the University on February 1, 2003 and still employed in the bargaining unit on July 1, 2003, shall receive an across the board salary increase of 2.5% added to his or her FY 03 base salary.

b. In addition, an amount of money equal to 1.2% of the total salary dollars payable as of February 15, 2003 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 1.2% will be allocated to each school or college proportionate to its share of the 2/15/03 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.

c. Performance-based increases will be made effective July 1, 2003, and only for those who were employed on February 1, 2003 and still employed in the bargaining unit on the date of ratification

d. 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 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.

e. For FY 04, the parties agree that an amount of money equal to 1.6% of the total salary dollars payable as of February 15, 2003 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.

For the distribution of market money, and for this Agreement only, the parties will utilize the approach to market adjustments presented by the Union in this round of negotiations. 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 an \$1800 market adjustment.

4. a. For FY 05, effective on July 1, 2004, and except as otherwise provided, each faculty member employed by the

University on February 1, 2004 and still employed in the bargaining unit on July 1, 2004, shall receive an across the board salary increase of 2.5% added to his or her FY 04 base salary.

b. In addition, an amount of money equal to 1.9% of the total salary dollars payable as of February 15, 2004 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 1.9% will be allocated to each school or college proportionate to its share of the 2/15/04 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. The provisions of 3(c) and (d) shall apply, except that the eligibility date for consideration of performance-based awards shall be February 1, 2004 and the effective date of the increase shall be July 1, 2004.

c. For FY 05, the parties agree that an amount of money equal to 1.3% of the total salary dollars payable as of February 15, 2004 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/compression adjustments to tenured and tenure track faculty, librarians, clinical faculty, lecturers and to those unit members in Extension, provided, however, that no more than 0.5% of the 1.3% will 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 presented by the Union in this round of negotiations. 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 an \$1800 market adjustment.

5. It is understood that those unit members who are grant funded in whole or in part or are not eligible to receive the increases provided for in Sections 1, 3(a), 4(a), 7 or 8 of this article for that portion of their salary that is grant funded, unless 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. Such unit members are also eligible for review for performance-based increases under Sections 3 (b-d) and 4 (b-c) provided support funds or external state or federal funds are available in the specific institute, grant, contract or other external budget for the year in which payment is to be made. Therefore, to the extent possible, grants should be written to reflect the compensation agreed to in this Article.

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.

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 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.

7. Promotion Increases. For those faculty members who received a promotion effective in FY 03, or who will receive a promotion effective for FY 04 and FY 05, a base pay increase will be granted as follows:

<u>Rank Change</u>	<u>Promotion Amount</u>
Instructor to Assistant Professor	1800
Assistant to Associate Professor	3000
Associate to full Professor	5000
Lecturer to Senior Lecturer	3000
Research Associate to Research Assistant Professor	1800

8. Rank Minimum Salaries

a. After all salary increases provided for under this Article, no tenure-track unit member, Clinical faculty member or 12 month Ph.D. Extension faculty member at .8 FTE at the rank of Assistant Professor shall be paid less than \$42,000; no tenured or tenure-track unit member, Clinical faculty member or 12 month Ph.D. Extension faculty member at .8 FTE at the rank of Associate Professor shall be paid less than \$50,000; no tenured or tenure-track unit member, Clinical faculty member or 12 month Ph.D. Extension faculty member at .8 FTE at the rank of Professor shall be paid less than \$62,000.

b. After all salary increases provided for under this Article, no field extension faculty member with a 12 month appointment at an FTE of .8 who holds the rank of Extension Instructor shall be paid less than \$31,500; no field extension faculty member with a 12 month appointment at an FTE of .8 who holds the rank of Extension Assistant Professor shall be paid less than \$36,500; no field extension faculty member with a 12 month appointment at an FTE of .8 who holds the rank of Extension Associate Professor shall be paid less than \$42,500; no field extension faculty member with a 12 month appointment at an FTE of .8 who holds the rank of Extension Professor shall be paid less than \$52,000.

c. After all salary increases provided for under this Article, no Library Instructor with a 12 month appointment at 1.00 FTE shall be paid less than \$36,500; no Library Assistant Professor with a 12 month appointment at 1.00 FTE shall be paid less than \$40,000; no Library Associate Professor with a 12 month appointment at 1.00 FTE shall be paid less than \$48,000; no Library Professor with a 12 month appointment at 1.00 FTE shall be paid less than \$61,500.

d. After all salary increases provided for under this Article, no Lecturer at 1.00 FTE will be paid less than \$30,500 and no Senior Lecturer at 1.00 FTE will be paid less than \$35,500

e. The minima referenced in sections 1-4 above shall be raised in FY 04 and FY 05 by the across the board salary increase provided for in this Agreement for FY 04 and FY 05 respectively.

f. With the exception of providing the minimum salaries specified 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.

9. By the end of this Agreement, Extension faculty with 0.8 FTE appointments will no longer be required to generate an additional 12% from grants in order to supplement their salary. This requirement will be eliminated in stages over the life of the Agreement, being reduced to 8% for FY 04 and 4% for FY 05 before elimination in FY 06.

10. Those faculty members who were successfully reviewed for promotion during the 2001-2002 academic year shall received promotion increases as of September 1, 2002.

11. All salary increases for the first year of the contract shall be effective September 1, 2002 or, for faculty with 12 month appointments, effective July 1, 2002.

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

13. 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.

ARTICLE 20 BENEFITS

THE FOLLOWING REPRESENTS PROPOSED CHANGES TO THE CURRENT “BENEFITS SUPPLEMENT TO THE OFFICERS’ HANDBOOK” (AS UPDATED THROUGH THE DATE OF RATIFICATION). WHERE NO CHANGE IS INDICATED, THE PROVISIONS OF THE HANDBOOK WILL PERTAIN, INCLUDING BUT NOT LIMITED TO ELIGIBILITY REQUIREMENTS FOR PARTICULAR BENEFITS.

1. Under “Health Insurance” (page 7 of Supplement), the following changes are proposed:

Health insurance coverage to eligible faculty members will begin on the faculty member’s initial date of appointment with the University.

For those employees who were previously employed by the University, and who then move into a bargaining unit position, the health insurance coverage will begin on the initial date of appointment in the unit.

2. Under “Health Insurance Options,” (page 8 of Supplement), add the following language:

- a. The University reserves the right to select the insurance carrier or administrator for any of these plans and may change carriers or administrators for such plans at any time, providing only that the University shall notify the Union at least 30 days in advance of such a change. The University also retains the right to become self-insured provided only that it notifies the Union at least 30 days in advance of such a change. The University shall negotiate with the Union the impact on coverage or employee cost of any change in carrier or administrator.

- b. Nothing shall preclude the University from also adding other health insurance options at any time.

- c. The University, with prior notification of 30 days to the Union, may modify the details of programs in effect as of the effective date of this Agreement as long as the modified programs do not cause any substantial reduction in benefits or substantial increase in costs to members of the bargaining unit. Prior to any changes in programs or plans, the University shall provide specific information regarding the changes in plan coverage and a summary of the differences. The Union retains the right to grieve whether or not the changes are “substantial.”

- d. Because unit members are paying a percentage of premium toward health insurance costs, it is understood that the actual dollars that a faculty member contributes to premium costs will increase if the cost of the health insurance plan to the University increases. The percentages for that contribution, however, shall remain at current levels. It is also understood that the cost to a faculty member will change if individual plan selection changes.

- e. It is understood that carriers may on occasion modify the terms of their policies and plans on their own initiative and without seeking agreement of the University. In such cases, faculty members will be subject to any such changes that carriers may impose. The University shall negotiate with the Union the impact on coverage or employee cost of any changes by the carrier to their policies and plans.

NOTE: The provisions of this section 2 shall also apply to other benefit plans, such as group dental, group disability and group life insurance plans.

3. On Page 9 of Supplement under BCBS Health Partnership, effective with ratification of this Agreement, the medical reimbursement plan will be eliminated.

4. Elimination of the “split membership” option for medical coverage.

5. Agree to offer 457 (b) plan to all faculty members.

6. Long term disability. Under Basic Coverage, (page 25 of Supplement), change \$6000 monthly benefit to \$7000. Under Optional Coverage, change \$7000 to \$11,666.

7. Reference to the sabbatical leave policy on page 55 will be eliminated since the parties will be negotiating a separate article.

8. The University reserves the right to offer voluntary retirement plans or other voluntary incentive programs and phased retirement programs at any time, provided it notify the Union 60 days prior to such plans being offered and provided

further that the Union has an opportunity within that 60 days to negotiate over such plans or programs.

The University agrees to submit a proposal regarding retirement incentives to the Union prior to the termination of this Agreement

9. Bereavement Leave. A faculty member is entitled to three (3) days of paid bereavement leave for deaths within the immediate family, which may be extended to five (5) days if approved by the department chair or dean. Immediate family is defined to include: spouse (which includes a partner in a civil union), 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 employee's spouse, aunts, uncles, the aunts or uncles of the employee's spouse, sisters- and brothers- in-law of the employee's spouse, the brothers or sisters of the employee's spouse.

10. Military Leave. A military leave without pay shall be granted upon request of any faculty member who enters active military service of the United States or civilian service of the United States which are an essential part of the national defense program. Upon conclusion of the leave, the faculty member shall be subject to reinstatement in accordance with the provisions of applicable federal or state law.

During short-term military leave, the University will continue salary and benefits for up to ten (10) days 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.

The University will continue to adhere to all requirements of the uniform services employment and reemployment act.

11. Leaves and Absences. An absence from regular University duties for a period not exceeding two weeks 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 case of accident, illness or other cause beyond the faculty member's control, he/she must notify his/her immediate supervisor as soon as possible, so the latter can make adequate arrangements.

An absence from regular duties at the University 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 President.

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

Persons holding a leave of absence shall not receive supplemental compensation as defined in this Agreement.

Any faculty member on leave must advise the dean by February 1 as to his or her intentions for the forthcoming year. If the University has not received such statement of intent in writing within three weeks after February 1, it will be deemed that the faculty member has severed his or her relationship with the University, effective June 30 of that calendar year.

12. Medical Leave. A medical leave will be granted in the event of an accident or illness which renders the full time faculty member temporarily incapable of performing his or her duties. Medical evidence satisfactory to the University may be required in any case in which the faculty member seeks to use medical leave or at any time during the medical leave of absence to certify the necessity for continuing such leave. All medical leaves will run concurrently with FMLA leave.

Bargaining unit members who have been employed for one year or more may be granted as much as six months of medical leave with full pay within any rolling twelve month period.

Bargaining unit members who have been employed for less than one year may be granted as much as one month's medical leave with full pay.

13. Child Bearing and Child Rearing Leave. Child-bearing leave is a medical leave, i.e. a temporary disability based on a medical determination that the faculty member is incapable of performing her duties. A faculty member may use medical leave for maternity (childbearing) or disability associated with child birth.

Any member of the bargaining unit who gives birth, whose spouse (or partner in a civil union) gives birth or who adopts a child five years old or under, will be relieved of all duties for six weeks following the birth or adoption without loss of benefits and as part of any FMLA entitlement. If the birth or adoption takes place during a semester in which the faculty member receiving such leave is teaching, s/he will meet with the Department Chair (or, in units without a chair, the Dean or supervisor) prior to the birth or adoption to discuss how the teaching of his/her classes will be handled for the rest of the

semester following the six week leave. If the faculty member gives birth she will remain eligible for medical leave. Concurrently with child bearing and child rearing leave, the faculty member may apply for up to 12 months of parental leave without pay or benefits. Any unused FMLA leave will be applied to extend the leave period associated with child-birth.

A faculty member returning from child bearing leave once the semester has begun will meet with her department chair or, in Schools without chairs, the Dean, to discuss the particulars of her workload assignments and expectancies under such circumstances.

14. Faculty shall be subject to the same parking rates, procedures and policies as other University employees who are not subject to collective bargaining.

15. There shall be a University Benefits Overview Committee composed of membership from the Union, the Administration, Human Resources, and other campus constituencies. The Committee will discuss the University's various benefit programs and consider options and ideas presented by the Committee members.

ARTICLE 21

PROFESSIONAL DEVELOPMENT FUNDS

1. Unit 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 a short term period of travel upon approval by the Department Chair.
2. Each department (or Schools where there are no departments) shall have a professional development fund. The amount of money allocated annually for this fund shall be equal to \$800 per general fund FTE bargaining unit member in that department (or in that School where there are no departments) and \$800 per Extension FTE that may be spent on professional development. Additional funds from other sources (such as recovered indirect costs) may be allocated to a department fund at the discretion of the Dean. 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. Members of the bargaining unit shall have the right to apply for such funds for authorized expenses incurred in travel for professional development or for other professional development purposes. Faculty seeking such funds shall apply to their Chair (or Dean in Schools where there are no departments) who 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, short and long term, of the proposed travel or other professional purpose to the faculty member and department or School. No proposal can be denied solely because of the status or rank of the faculty member making the proposal. Any additional criteria and procedures for application shall be developed by the faculty at the department (or School) level for the disbursement of these development funds. The Chair (or Dean in schools where there are no departments) shall make final decisions on the applications for such funds.
3. Nothing shall preclude a Dean in his or her discretion from authorizing additional College or School funds to be used for professional development purposes consistent with any University resources and budgetary guidelines. In such cases, the Dean shall make final decisions on faculty applications as to whether to approve funds or not, taking into account availability of funds, competing applications for support, and the relevance and benefit of the proposed travel or other professional purpose to the faculty member and School or College. The Dean, in his or her discretion, may form faculty advisory committees to establish additional criteria and/or recommend approval of individual professional development proposals at the School or College level.
4. In all cases where a faculty member receives professional development funds from either the department or the School/College level, he or she will follow any established University accounting procedures or implementation procedures for the use of such money.
5. All funds not encumbered or expended by May 1st shall become part of a resource pool for redistribution by the chair to other faculty who demonstrate special needs, including unreimbursed professional expenses. No funds may be rolled over into the next fiscal year.
6. Those faculty holding external grants are expected to use any funds in their grants specifically designated for these purposes (as described above) prior to applying for these resources and are encouraged to use any funds in their grants that could reasonably be used for these purposes (as described above) prior to applying for these resources.

ARTICLE 22

SABBATICAL AND PROFESSIONAL DEVELOPMENT LEAVES

1. Sabbaticals

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 on-going 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 valuable professional experience and further on the expectation that the sabbatical will meet the criteria delineated in section B below. 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, has relevance to the work of the department and school or college, and will increase the faculty member's value to the University. A sabbatical should be regarded as a privilege and is not an automatic benefit, and it will only be awarded when, in the judgment of the University, the criteria stated in this Article have been met.

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

- i. Full time tenured faculty who have completed six years of full-time service (.75 FTE or more) at the University
- ii. Senior Lecturers who have completed six years of full-time service (.75 FTE or more) at the University
- iii. Library, Clinical, Extension or Research Faculty who hold the rank of Associate Professor or Professor who have completed six years of full-time service (.75 FTE) at the University

Such service time may be interrupted by an approved medical leave of absence or other extenuating circumstances resulting in an approved leave of absence under this Agreement. In such cases, a faculty member will be eligible to apply for sabbatical leave following completion of six years of full-time service (.75 FTE) completed exclusive of the approved leave of absence. For subsequent sabbatical leaves, eligible faculty may apply after six additional years of full-time service (.75 FTE or more) at the University following completion of the previous sabbatical. 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 to apply for sabbaticals.

d. A full sabbatical leave for academic year appointees will be for one semester at full salary or two consecutive semesters at 77.3 % salary. 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 years' service requirement for eligibility for a future sabbatical will begin to run at the conclusion of the first period of the split sabbatical. In addition, a half-sabbatical leave for academic year appointees may be taken for one semester after three years of accumulated service at 77.3% salary. A half-sabbatical leave for 12 month appointees will be for six months at 77.3% salary.

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. 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.

g. A recipient may hold a scholarship, non-teaching fellowship or a research grant concurrently with a sabbatical leave.

h. A recipient of a sabbatical leave will be required to return to the University and serve at least one 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 and the University make alternative arrangements.

i. 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 60 days of completion of the leave. 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 faculty evaluation and will result in delay in

eligibility for future sabbaticals. The faculty member's accumulation of years towards a future sabbatical shall begin with the semester following the date when the late report is eventually submitted. A faculty member will not be eligible for future sabbaticals until such a report is submitted.

j. Sabbatical application process:

i. Eligible faculty members shall file an application on forms available from the Office of the Provost 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 through their department chairpersons who shall make recommendations to their deans in accordance with local school or college timetables and procedures but in such a way that the applications are received by the Provost no later than October 1 for sabbaticals beginning in the next academic year.

iii. The Provost shall seek the advice of the Faculty Affairs Committee prior to making any decision on a sabbatical proposal. The Provost's decision shall normally be made by February 1.

k. A sabbatical application will not be rejected for budgetary or other financial reasons. However, if the sabbatical is approved, the University retains the right to require the faculty member to defer the sabbatical after its approval for no more than two years to ensure continuity of academic programs if circumstances have changed following approval of the sabbatical and subsequent to its commencement. 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.

A faculty member may request deferral of the sabbatical from his or her Dean or Director. The Provost retains the right to approve or disapprove the request. Such requests shall be made in writing and accompanied by a statement of the reasons therefore.

l. 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.

m. 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 19, Salary.

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 months and are granted in the sole discretion of the Dean.

a. Eligibility. To apply for a professional development leave, the faculty member must have completed six years of full-time service (.75 FTE) in any eight year period.

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 Sections 1 A and B above. In addition, the Dean may consider the appointment status of the applicant and the prospects for further appointments. A professional development leave may also 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. Eligible faculty may apply for paid professional development leave. Paid professional development leave of one semester or less shall be paid at full salary; paid professional development leave of up to twelve months shall be paid at

77.3% 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 years to ensure continuity of academic programs if circumstances have changed following approval of the leave and subsequent 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.

e. A faculty member may request deferral of the leave from his or her Dean or Director. The Provost retains the right to approve or disapprove the request. Such requests shall be made in writing and accompanied by a statement of the reasons thereof.

f. Denial of a professional development leave shall be grievable upon the same grounds as denials of sabbaticals. (see section 1 (l) of this article.)

g. 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, such approval ordinarily to be secured as part of the professional development leave application process.

h. A recipient may hold a scholarship, non-teaching fellowship or a research grant concurrently with a sabbatical leave.

i. 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 payment of any salary and benefits received from the University while on leave, unless the faculty member and the University make alternative arrangements.

j. 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 60 days of completion of the leave. The faculty member's work while on leave will be considered in any subsequent evaluations, including those affecting reappointment and promotion. Failure to submit a report may be considered in the annual faculty evaluation and will result in delay in eligibility for future professional development leaves. The faculty member's accumulation of years towards a future professional development leave shall begin with the semester following the date when the late report is eventually submitted. A faculty member will not be eligible for future professional development leaves until such a report is submitted.

k. 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 for in this Agreement. The salary applicable to the position upon such a return shall be determined in accordance with Article 19, Salary.

ARTICLE 23
SAFETY AND HEALTH

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

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

ARTICLE 24
NO STRIKE

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

ARTICLE 25
EFFECT OF AGREEMENT

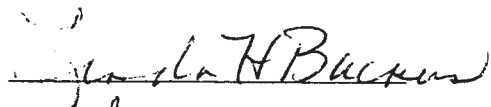
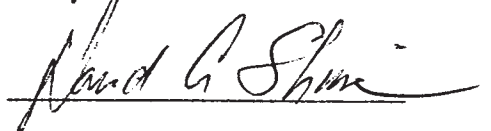
1. This constitutes the entire Agreement between the University and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.
2. The parties acknowledge that during the negotiations which resulted 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.
3. 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 26
DURATION

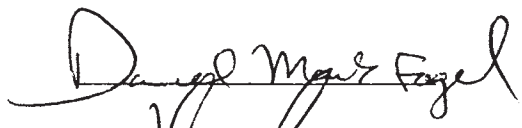
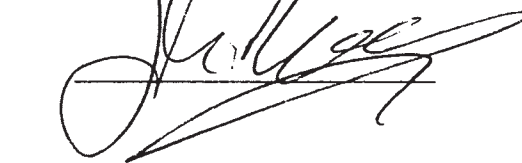
Except as otherwise provided herein, this Agreement shall be effective from the date of ratification, February 6, 2003 and shall continue in full force and effect until midnight June 30, 2005, and shall be automatically renewed from year to year thereafter unless at least one hundred twenty (120) days 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 7th DAY OF FEBRUARY, 2003 AT BURLINGTON, VT

UNITED ACADEMICS

UNIVERSITY OF VERMONT

APPENDIX A

Termination of Tenured Faculty Appointments or Suspensions Without Pay of Tenured Faculty for more than 30 Days for Cause

1. Procedure.

a. Initiation of Charges. A proceeding for termination or suspension for more than 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 Faculty Affairs 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 in 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 1.c. below.

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 Dean. 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 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 1.a. and 1.b.

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 Provost'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.

i. 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.

(a) Committee Appointment. Within fifteen (15) days of receipt of the statement of charges, the President shall appoint a committee comprised of five persons, at least three of whom must be tenured faculty equivalent or senior in rank to the Respondent and no more than two 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 Respondent faculty member, 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/her decision shall be final. The faculty member may also challenge the appointment of up to two committee members without stating cause.

(b) Representatives. In connection with the hearing and subsequent related internal proceedings, the faculty member may be represented by legal counsel of his/her own choosing at his/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. United Academics has the right of representation at the proceeding regardless of the wishes of the bargaining unit member to protect the contract and the process.

(c) Transcripts. The University will retain a court reporter to create a transcript of any hearing conducted under this section, 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.

(d) 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.

e. 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 unavail-

able 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. 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 twenty 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 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 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/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/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 (l) that follows.

h. Grievance. The faculty member shall have the right to grieve the Board's decision with or without the assistance of United Academics, 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 this policy 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 in issue in factually related proceedings, records associated with such proceedings may be considered in any hearing held under this section. 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. Faculty tenure appointments may nonetheless be terminated for cause only pursuant to the standards and procedures described in this policy.

k. Time Limits. The time limits contained in this policy 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 superceded 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 policy.

SIDE LETTERS OF UNDERSTANDING

1. The parties agree that an extension field faculty member whose FTE assignment is .8 may request a meeting with his or her district chair and the Director to discuss his or her workload to review whether or not the work responsibilities required by the University are in fact at the .8 FTE level. A Union representative may accompany the faculty member at such a meeting. Any such meeting must be requested no later than 30 days after ratification of this Agreement. In any case where it is shown that the required work exceeds a .8 FTE, the faculty member and the chair shall work together to make any necessary adjustments to bring the work expectations down to the .8 level. The faculty member and the chair shall consider the following options in making any necessary adjustments:

- a. reduction of days per week to four;
- b. reduction of hours per day by an average of 20% with an accompanying schedule of hours;
- c. elimination or reduction of specific work responsibilities;
- d. an individually designed mixture of the above options.

Any adjustment arrived at by the faculty member and chair must be approved by the director. If the faculty member is dissatisfied with the Director's decision not to adjust the workload to reflect a .8 FTE, and alleges that it is arbitrary or capricious, he or she may grieve the decision on this basis.

2. Over the course of this Agreement, it is expected that the University will be reconfiguring Continuing Education's Evening Division to align it more closely with credit-bearing academic unit course offerings and degree programs. The University agrees that it will negotiate the impact of changes to the workload of the bargaining unit members resulting from such reconfiguration, including FTE calculations.

3. During the course of these negotiations, the UA has raised concern about the number of non-tenure track faculty performing instructional duties within the bargaining unit. While this Agreement contains no restrictions on the use of such non-tenure track faculty, the parties agree that on or about November 1 of each year, following collection of data for the Fall semester, representatives of the UA and the University will meet and discuss the numbers and use of non-tenure track faculty for instructional duties within the bargaining unit. The parties will also discuss any issues relating to bargaining unit work being carried out by non-unit employees.

4. The parties recognize that teaching, advising, research and other professional activities will continue to be carried out not only by bargaining unit members but also by department chairs, deans and other administrators; part-time faculty; graduate students and other non-unit employees. If, during the course of this Agreement, the UA has concern about the potential for erosion of the unit because of such work being carried out by non-unit members, as measured, among other things, by an increase in the ratio of FTE students to FTE faculty in the bargaining unit, it may raise the topic as part of the periodic meetings between the Provost's office and the UA leadership for which the Faculty Governance article provides.

5. Post-Tenure Review Study Committee

During the negotiations, the University has proposed a formal system of post-tenure review. While the University is withdrawing its proposal for such a system as part of the settlement of the contract negotiations, the parties agree to form a study committee to work on this issue after ratification.

Within sixty (60) days of the ratification of this Agreement, representatives of the Union and the Provost's Office will meet to form a joint committee of at least six members with equal representation from the Union, the Faculty Senate and the administration. The committee will be charged with the responsibility to study the issue of post-tenure review and to make advisory recommendations to the University and the Union on this subject. Such a study at a minimum will outline the pros and cons of post-tenure review, guided in part by the experience and outcomes at other institutions of higher education that have such procedures. The committee may also, in its discretion, propose a post-tenure review policy and procedure for the UA and the University to consider in the next round of negotiations.

The committee must commence its work no later than September, 2003 and must conclude its work and provide the parties with its written findings no later than September 1, 2004. Any recommendations made by the committee will be advisory only and not binding upon the Union or the University in future negotiations. Both sides shall retain all of their negotiating rights on this issue for future rounds of negotiations.

6. Intellectual Property

The parties agree to enter into separate negotiations over a new Intellectual Property Policy within a reasonable time after ratification of this Agreement. The parties further agree that faculty members will not be involuntarily assigned on-line courses or distance learning courses until a new policy is in place.

7. Leave of Absence with Medical Benefits

The Provost may approve an unpaid Leave of Absence with medical benefits on a case-by-case basis if the following conditions are met:

1. 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
2. the request has the unqualified, written support of the faculty member's chair and dean.

The final decision rests with the Provost and cannot be grieved.

During such a leave of absence, the University will not contribute to the retirement plan, vacation leave will not accrue and tuition remission will not be available except for employee's dependent children. Except for the above, all other provisions of Article 20, Section 11 will apply.

8. Supplemental Compensation for Scholarly, Creative, or Professional Activity

In exceptional circumstances when a faculty member takes on additional scholarly, creative, or professional assignments during his/her appointment period that are funded by external sources through the University, the faculty member may receive supplemental compensation. Such payments are subject to the following restrictions:

- a. The total amount of supplemental compensation from external sources funded through the University received during a faculty member's appointment period for additional scholarly, creative, or professional activities will be paid at a rate that is pro-rated from the regular base salary. In no instance may this supplemental compensation exceed 20 percent of the base salary. (This total supplemental compensation is separate from any payments received for Evening Division teaching.)
- b. Supplemental compensation of 20 percent is expected to correspond to one day per week equivalent service. In case of concomitant outside consulting, the total supplemental service both within and without the University will not exceed the equivalent of one day per week.

In reaching decisions concerning supplemental compensation for scholarly, creative, or professional activities, department chairpersons, or the dean in those units without chairs, must first consider a workload adjustment as outlined in Article 17.16.a. and 17.16.b.

In those instances when a workload adjustment is not possible, the department chair, or dean, must determine that such activities will not interfere with the regular responsibilities of the individual officer, including professional development. Prior written approval by the department chair or dean, in advance of rendering the service, is required in all instances. It is expected that a continuing obligation will be addressed by workload adjustment as soon as practicable.