PTUA Contract Training for Academic Administrators: What You Need to Know

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Fall 2018

Represented Faculty Part-time Contract (in place through 6/30/21)

- ► Article 1 Recognition
 - ► Extension, Clinical, Library and Research faculty must hold at least .25 but less than .75 FTE to be included
 - ▶ Entry will be in their second semester or summer of teaching or team teaching a three credit course, provided they have already taught or co-taught a three credit course during a Fall or Spring semester offered by the same department or school within a three year period.
 - If you have questions regarding BU eligibility, contact Labor and Employee Relations (LER).

Professional Resources and Support Article 10

▶ Office Space

- ▶ If requested the department chair will identify at least one office or conference room that may be shared with desks/chairs, bookshelf space, and a lockable drawer upon request.
- ▶ Requests made before the start of the semester will be addressed on or before the first day of classes. Requests made after the start of the semester will be addressed within two weeks.
- ▶ The final decision on the location is not grievable, although faculty members are free to discuss alternative arrangements with their chairs.

Appointments and Assignments Article 14 -Changes Annual Appointments (14.3.b.)

- ▶ Changes will be in effect for AY 2019-20
- ▶ Eligibility for an annual appointment:
 - Must have taught a total of 24 credits or more as a bargaining unit lecturer in the last eight academic years and been a member of the bargaining unit for 2 consecutive years.
- ▶ Assignments for PT faculty with annual appointments:
 - ➤ Taking the total number of credits taught in each of the previous two years in the home department, the new assignment would offer a minimum of whichever was the lower total from the previous two years, distributed between the Fall and Spring semesters similarly to the Lecturer's prior two years of service, or as mutually agreed.
 - Assignments for secondary appointments outside of the home department will be made in consideration of credits taught in previous two years.
 - ▶ In determining minimum assignments, the parties will not consider any year in which the faculty member had no teaching assignments. A faculty member may discuss not counting a semester in which there were unusual personal or family circumstances.
 - ▶ May grieve failure to be assigned below the minimum credits. (14.3.i)

Appointments and Assignments Article 14 -Changes Annual Appointments (14.3.b.)

- ▶ Calculating the total number of credits taught for annual appointments:
 - ▶ Do not include credits that may have been taught when the Lecturer served as a full time Lecturer.
 - ▶ Pro-rated co-taught credits to reflect the number of faculty members co-teaching the course, not to be less than 25% of the course credit per faculty member. For example, if two lecturers are co-teaching a course, then the credits for the course will be split in half between the two lecturers.
- ▶ If the specific assignment for the Spring semester is not known at the time that the annual appointment letter is issued, the assignment for the Spring semester shall be provided at least 45 days prior to the beginning of the Spring semester.
- ► The University shall submit a list of part time faculty eligible for annual appointments at least 45 days prior to the start of the Fall semester.

Appointments and Assignments Article 14 - PT Contract Changes Assignment Consultation (14.3.d.)

- ▶ Replaces Teaching Availability Form section
 - ▶ Department Chairpersons shall be responsible for the scheduling and assignment of all faculty under their direction, subject to the approval of the Dean. In units where there are no Chairpersons, the Dean or designee will be responsible for the scheduling and assignment of all faculty under his or her direction. If there is additional work assigned to the faculty member for a given semester over and above course assignments, such work expectations will be stated in writing.
 - ▶ For both annual and semester appointments, such consultation will normally take place prior to the release of the Schedule of Courses for the coming academic year or the semester in question. Lecturers shall be given the opportunity to give input to the Department Chair on what courses s/he would like to teach and shall also indicate to their Department Chair or designee their availability to do so as to days of the week and times of the day. It will also include a discussion of enrollment caps for the courses that the faculty member may be assigned. In such discussions, the Lecturer may discuss with the Chair or designee his or her qualifications to teach courses offered by the department. The faculty member is free to present his or her preferences regarding work expectations and assignments.

Appointments and Assignments Article 14 - PT Contract Changes Assignment Preference (14.3.e.)

- Order of preference when factors are considered equal:
 - ▶ Senior Lecturer or Lecturer covered by recall rights
 - ▶ Lecturer III
 - ▶ Lecturer II
 - Lecturer I
 - New Hire
- ▶ A Lecturer who has previously taught a course will ordinarily be considered qualified to teach the course again, unless the Chair, Dean or Director provides reason in writing to the contrary. This provision includes courses with similar content offered under different course numbers in the same academic unit, as well as cross-listings of the same or similar course.

Appointments and Assignments Article 14 - PT Contract Changes Course Cancellation (14.3.h.)

- ▶ A faculty member who has accepted an assignment to teach a credit-bearing course in accordance with the processes outlined in Section 14.3.E. of this Article shall receive a cancellation fee of 20% (gross) of the established salary if they are notified of a class cancellation three (3) weeks or less before that course's first scheduled class.
- ▶ A Lecturer who has accepted an annual appointment in accordance with the processes outlined in Section 14.3.b. of this Article shall receive a comparable work assignment or cancellation fee of 20% (gross) of the established salary for any course assignment canceled less than two (2) months before that course's first scheduled class.

Evaluations and Promotions Article 15 - PT Contract Changes

- ▶ A Lecturer who wishes a more formal review shall notify his or her chair by that semester's notification date for promotion review (10/1 or 2/10).
- Promotion Criteria:
 - ▶ A Lecturer I shall be eligible for promotion review to Lecturer II after the Lecturer I has either completed six years and 36 credits, or taught 60 total credits over any period of time. Effective with the Fall semester 2018, co-taught credits will be prorated to reflect the number of faculty members co-teaching the course, not to be less than 25% of the course credit per faculty member. For example, if two lecturers are co-teaching a course, then the credits for the course will be split in half between the two lecturers.
 - ▶ The process for the promotion from Lecturer II to III shall be the same as for promotion from Lecturer I to II as outlined in Article 15.1.D.i-v.except with eligibility thresholds at ten years and 60 credits of active teaching service at the University and/or 100 credits compensated by the University (except for PEAC). Effective with the Fall semester 2018, co-taught credits will be pro-rated to reflect the number of faculty members co-teaching the course, not to be less than 25% of the course credit per faculty member. For example, if two lecturers are co-teaching a course, then the credits for the course will be split in half between the two lecturers.

Workload

Article 16 PT Contract Changes

- ► Lecturers (16.4.b.)
 - ▶ The primary obligation of part-time faculty is teaching. There may be occasions, however, where the Dean or designee asks the Lecturer to undertake a voluntary assignment in addition to teaching. Such work may include but not be limited to supervising theses, teaching independent studies, and guest lecturing. If the faculty member chooses to undertake the assignment, and unless such compensation is specifically set by the provisions of Article 18, the Dean or designee will determine the appropriate compensation for such work based on the course equivalency policies in place in that department/unit governing theses or other activities. If there are no such policies, then the Dean at his/her discretion will set the compensation.
 - ▶ A copy of the appointment letter or any other written communication regarding work expectations, or any modification of such work expectations, will be placed in the individual's Academic Record File.

Workload Article 16 PT Contract Changes

New to 16.8:

- ▶ If a faculty member is required during a semester or period when he/she is not already teaching to attend any meetings connected with a formal grade appeal by one of his or her students, the faculty member will be compensated by the per diem rates of Article 18. This may also include participation in any conference calls connected with such appeals.
- ▶ Unless required by the Chair or Dean's designee, the granting of an incomplete grade is at the discretion of the faculty member and is not compensable. If a faculty member is required by the Chair or Dean's designee to grant an incomplete, the faculty member will be paid one day at the per diem rate for all incompletes given in that course. The Chair or Dean's designee may agree to pay more, in their sole discretion, depending on individual circumstances.
- ► Faculty members may, but are under no obligation to, write letters of recommendation for students in their classes. Such work is not compensated by the University.

Workload Article 16 PT Contract Changes

- ▶ Orientation (16.12):
 - ▶ Unit members may attend new faculty orientation customarily held at the start of the Fall semester. Either separately or as part of the new faculty orientation, the University will conduct an annual orientation for part-time faculty and will provide the union a half hour presentation during the meeting. Part-time faculty participation shall be voluntary. A faculty member will be paid as specified in Articles 18.8/18.9 for attending one such orientation as a member of the bargaining unit. Attendance at any other orientations shall also be voluntary but no payment shall be provided.

Workload

Article 16 PT Contract Changes

- ► Expanded Section Descriptions (16.13):
 - ▶ In order to allow students to make more informed choices on course selection, all faculty members are expected to develop and post Expanded Section Descriptions for courses that they will be teaching. Such ESDs may provide a more in depth description of courses than that listed in the University Catalog. They should be available no less than two weeks prior to the first date of registration for the succeeding semester. In addition, at the same time, faculty shall post any text books or other materials that must be ordered by students if a final selection has been made by the faculty member concerning such materials. This does not preclude a faculty member from making changes in book assignments or requiring other materials prior to the first day of class. If a faculty member decides to change his or her required books, s/he will promptly update the information on the ESD.
 - As an alternative to providing the ESD, a faculty member may substitute his or her syllabus for the course or a link to a substantially similar syllabus for that course from a prior academic semester, including any required textbooks or other materials to be ordered by students.
 - Once a faculty member has been formally assigned a particular course, however, s/he will then be required within ten (10) calendar days to develop and post an Expanded Section Description (ESD) for the course s/he will be teaching.

Compensation

Article 18 - PT Contract Changes

- Salary Increases (18.6)
 - ► AY18-19/FY 19: 3.25%
 - ► AY 19-20/FY 20: 3%
 - AY 20-21/FY 21: 2.5%
- ▶ Minimum Per Credit Rates (18.1)

| | | <u>Fall 18</u> | Fall 19 | Fall 20 |
|-------------|--------------|----------------|---------|---------|
| > | Lecturer I | \$1971 | \$2030 | \$2081 |
| • | Lecturer II | \$2083 | \$2145 | \$2199 |
| • | Lecturer III | \$2195 | \$2261 | \$2318 |

- ▶ Promotion Awards (18.5)
 - ▶ A Lecturer I promoted to a Lecturer II, or a Lecturer II promoted to a Lecturer III shall receive a one-time payment of \$2000, less appropriate tax deduction.

Compensation

Article 18 - PT Contract Changes

- Additional Compensation
 - ▶ Guest lecturing: A Lecturer who agrees to be a guest lecturer for a class conducted by another faculty member shall be paid in accordance with the per diem rate of Section 18.8 above. A Lecturer who has agreed to be a guest lecturer must notify the Chair or Dean's designee in advance of the class for approval and pay purposes.
 - ▶ Voluntary Assignments: Where the Dean or designee asks the Lecturer to undertake a voluntary assignment in addition to teaching pursuant to Article 16.4, such work will be compensated pursuant to the course equivalency policies in place in that department/unit governing supervising theses or other activities. If there are no such policies, then the Dean at his/her discretion will set the compensation after discussion with the Lecturer, guided by provisions outlined in section 18.4 and 18.8. The faculty member shall be under no obligation to take such assignment nor penalized in any way for a refusal to take on such assignment.
 - ▶ Award Compensation: Starting in FY19, the University shall establish an annual teaching excellence award limited to bargaining unit part-time faculty. The details of the award program will be established by the Provost or designee, and will include a one-time monetary award to the recipient in the amount of \$2500.

Benefits

Article 20 - PT Contract Changes

- ► Formalized Vermont Paid Sick Leave Law (20.11)
 - ▶ Clinical, Research and Library faculty who have a 0.48 FTE appointment will receive twelve (12) sick days per year pro rated to a percentage of FTE and length of term. These sick days will not be tracked in PeopleSoft and will not accrue ("use it or lose" per year) but will be tracked by the employee's department.
 - ▶ Lecturers who are scheduled to teach a minimum of 6 hours per week are eligible to use up to 40 hours of paid sick time. The formula used to calculate the total hours of sick time earned for a Lecturer is 3.33 hours multiplied by the length of the term. This sick time will not be tracked in PeopleSoft and will not accrue. At the end of the Lecturer's appointment or after a 12 month period, whichever comes first, any unused sick time is forfeited.
- ▶ Tuition Remission
 - Once eligible*, a Lecturer I, II or III may receive three (3) credits of tuition remission for each three (3) credit course he or she has taught in any complete September-August period at the University, up to nine (9) credits maximum per September-August. Tuition remission waivers must be utilized no later than twenty-four (24) months after being earned and may be applied to summer sessions.

*Taught 24 credits or has had 2 consecutive annual contracts at .50 FTE or greater