

Eligibility of PT Lecturers for Appointments and Assignments Summary

According to Article 14.1 of the United Academics (Part Time Unit) CBA:

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

Beginning in the 2016-2017 Academic Year:

A PT lecturer who has taught a total of 24 credits or more as a bargaining unit lecturer and has been a member of the bargaining unit for greater than 2 consecutive years shall be eligible for annual AY appointments. The assignments will be equal to a minimum of the average number of credits taught in the Lecturers home department over the prior 2 AY of service. The credits will be distributed between the Fall and spring semesters similarly to prior 2 years of service, or as mutually agreed.

Sample scenarios for Lecturers with 24 or more credits of teaching history:

PT Faculty Member A

Lecturer with ≥ 24 credits	AY 15-16		AY 16-17		AY 17-18 (start of eligibility)		AY 18-19	
	Fall 15	Spr 16	Fall 16	Spr 17	Fall 17	Spr 18	Fall 18	Spr 19
Faculty Member A	6 cr	3 cr	6 cr	3 cr	6 cr	3 cr	6 cr	3 cr

The faculty member has an established pattern of teaching history over the past 2 academic years. The pattern should remain stable.

PT Faculty Member B

Lecturer with ≥ 24 credits	AY 15-16		AY 16-17		AY 17-18 (start of eligibility)		AY 18-19	
	Fall 15	Spr 16	Fall 16	Spr 17	Fall 17	Spr 18	Fall 18	Spr 19
Faculty Member B	3 cr	3 cr	6 cr	3 cr	At least 3 cr, up to 6 cr if available	3 cr	3 or 6 cr based on AY 16-17 & AY 17- 18	3 cr

The average over the past 2 AY is 3.75 credits per semester. If .5 or higher round up and provide assignment if available. In Fall 17, at least 3 credits should be assigned. If 6 credits are available, assign 6 credits. The assignment for Fall 18 is determined by the assignment of Fall 17 (3 or 6 credits.)

PT Faculty Member C

Lecturer with ≥ 24 credits	AY 15-16		AY 16-17		AY 17-18 (start of eligibility)		AY 18-19	
	Fall 15	Spr 16	Fall 16	Spr 17	Fall 17	Spr 18	Fall 18	Spr 19
Faculty Member C		3 cr	3 cr		3 cr in Fall or Spr		3 in Fall if cr in Fall of 17, Fall or Spr if cr in Spr of 18	

The faculty member should receive at least a 3 credit assignment in AY 17-18 for Fall OR Spring. The AY 18-19 assignment will be determined based on when the AY 17-18 credits were taught. If the credits were taught in Fall, the assignment should be in Fall 18. If the credits were taught in Spring 18, the credits may be assigned in Fall 18 or Spring 19.

PT Faculty Member D

Lecturer with ≥ 24 credits	AY 15-16		AY 16-17		AY 17-18 (start of eligibility)		AY 18-19	
	Fall 15	Spr 16	Fall 16	Spr 17	Fall 17	Spr 18	Fall 18	Spr 19
Faculty Member D	3 cr	2 cr	2 cr	2 cr	3 cr	2 cr	3 cr	2 cr

The credits taught during "GAP" will be calculated in the average teaching history of the past 2 AY.

PT Faculty Member E

Lecturer with ≥ 24 credits	AY 15-16			AY 16-17			AY 17-18 (start of eligibility)			AY 18-19		
	Fall 15	Spr 16	Sum 16	Fall 16	Spr 17	Sum 17	Fall 17	Spr 18	Sum 18	Fall 18	Spr 19	Sum 19
Faculty Member E		3 cr	3 cr		3 cr	3 cr		3 cr	N/A		3 cr	N/A

The priority for eligible lecturers does not apply to summer session assignments.

ELIGIBILITY of LECTURERS and EMERITI for the PT BARGAINING UNIT - Sample Scenarios

LECTURER ENTRY INTO UNIT	AY15-16			AY16-17			AY17-18			AY18-19			AY19-20	<i>The teaching activity within a two AY period is looked at to assess eligibility.</i>
	Fall 15	Spr 16	Sum 16	Fall 16	Spr 17	Sum 17	Fall 17	Spr 18	Sum 18	Fall 18	Spr 19	Sum 19	Fall 19	
Faculty Member A				3 cr	3 cr							3 cr		Entry into the PT Bargaining Unit is at the start of the second semester taught in the Fall or Spring Semester for the same department or school. Summer sessions do not count toward initial entry into the unit. The qualifying courses may be taught over a 1 or 2 year period. Entry occurs in the next Fall or Spring Semester the faculty teaches.
Faculty Member B					3 cr	3 cr	3 cr							
Faculty Member C						3 cr	3 cr	3 cr						
Faculty Member D				3 cr			3 cr							
Faculty Member E				3 cr						3 cr				
Faculty Member F				FT fac 9 cr	FT fac 9 cr		3 cr							Semesters of teaching while holding a FT faculty appointment can be counted towards PT union eligibility. Full time faculty covered under a phased retirement plan or voluntary separation agreement will remain in the FT unit.
Faculty Member G				Co-taught 3 cr	3 cr		Co-taught 3 cr	3 cr						Co-teaching of courses is not counted towards eligibility.

LECTURER RE-ENTRY INTO UNIT	AY15-16			AY16-17			AY17-18			AY18-19			AY19-20	<i>The Re-entry provision applies to the Sept - August period following the end of the GAP Year.</i>
	Fall 15	Spr 16	Sum 16	Fall 16	Spr 17	Sum 17	Fall 17	Spr 18	Sum 18	Fall 18	Spr 19	Sum 19	Fall 19	
Re-entry A	3 cr			3 cr			Gap Year			3 cr				The GAP year always ends on August 31. Teaching a 3-credit hour course for the former home department in any semester or summer session in the 12 month period following a gap year counts for RE-ENTRY.
Re-entry B	3 cr			3 cr			Gap Year				3 cr			
Re-entry C	3 cr			3 cr			Gap Year					3 cr		
Re-entry D	3 cr			3 cr			Gap Year						3 cr	Following the 12 month re-entry period, a faculty member must REQUALIFY for representation

EMERITI WHO TEACH	AY15-16			AY16-17			AY17-18			AY18-19			AY19-20	<i>Each semester is assessed independent of prior teaching to determine union eligibility</i>
	Fall 15	Spr 16	Sum 16	Fall 16	Spr 17	Sum 17	Fall 17	Spr 18	Sum 18	Fall 18	Spr 19	Sum 19	Fall 19	
Emeriti A	3 cr				3 cr				3 cr	3 cr				Emeritus faculty member. Only eligible in Fall or Spring if teaching in that semester. Not eligible in the summer.
Emeriti B			3 cr		2 cr		3 cr			2 cr				Emeritus faculty member teaching any credit-bearing course during the Fall or Spring are represented.



This shading represents the semester/summer a PT Lecturer or Emeriti faculty member enter, or re-enters, the PT Bargaining Unit

This shading represents a semester or summer when the faculty member continues to be represented by UA, independent of assigned teaching

This shading represents a semester or summer when the faculty member is not represented by UA

Article	Titles	Overview Notes	
1	Recognition	Significant changes: going from a 3 year look back to a 2 year look back. Summer and Winter Sessions do not count toward initial eligibility into the unit (but will count for re-entry). Note about Home Department - at the moment, it's determined as that department the PT faculty member is teaching for in the semester that they initially become eligible. But there will be exceptions. The Provost's Office expects the Departments to work out conflicts. In cases where the Deans do not agree, please contact Faculty Services. The Provost's Office will make the call.	
3	Union Security	Clarified language in 3.4: Agency fee applies to all faculty members who are not dues paying members (eliminates the phrase "who choose not to become" as it was needlessly confusing). Members of a unit do not get to choose whether or not they are part of the unit. They get to choose whether or not to pay dues.	
6	Academic Freedom And Responsibility	Added a section about freedom in research and in the publication of the results - the use of electronic media to conduct research and disseminate findings and results is the same as it applies to the use of more traditional media. Also, "Teaching may occur in any location, real or virtual...in all...locations, the protections of academic freedom shall apply."	
7	Faculty Governance	The parties recognize that the participation of all faculty in the institutional life of the University strengthens the institution, and therefore Departments, Schools and Colleges shall be encouraged to incorporate part-time faculty colleagues into governance. However, bargaining unit members shall be eligible to be members of and participate, by voting or otherwise, in College, School or Department meetings and governance only if, and so far as, authorized by the By-laws and other applicable guidelines of those colleges, schools or departments. Members of this unit shall be notified of the time and place of department meetings simultaneously with notice to the full-time faculty. Members shall also have access to minutes of all department meetings. Neither a bargaining unit member nor the Union may file a grievance over the membership, participation, and/or voting eligibility specifications set by a Department, College, or School.	This could be a change from the way the Departments are operating now - they may not have provided simultaneous notification to the PT members about departmental meetings. Intent was NOT to require or mandate participation. Additionally, we did not agree to compensate for attendance. This is a courtesy notification - a matter of respect. Recommend that in the notice of the meetings, specify who is expected to attend / meeting is being held but attendance is limited to X group.
8	Access To University Facilities and Resources	Reduced number of printed copies provided to the union	
12	Grievance And Arbitration Procedure	Change to Section 12.2 to expand the definition of a grievance to include "any allegation that there has been a violation, misinterpretation or misapplication of any formal Memorandum of Agreement (MOA) executed between the parties with regard to an agreed upon interpretation or modification of this Agreement, or with regard to a settlement of a grievance affecting a particular faculty member or members. It does not include separation or severance agreements between the University and any particular faculty member who is no longer employed by the University as a bargaining unit member."	NO other changes.

Article	Titles	Overview Notes	
13	Discipline And Sanctions	Change to Section 13.2 regarding scope of what is considered "discipline." Still doesn't include oral counselings and reprimands, performance evaluations or performance reviews BUT "While individual instances of oral counseling or oral reprimands shall not be construed as falling under discipline as defined by this Article, any faculty member may discuss such actions with the dean if he or she believes them to be excessive." **Modified 13.5 to include investigations by the administration and/or AAEO (meaning that if a faculty member or the union has indicated in writing that the faculty member is being represented by the union in the process, all communications to the faculty member shall be copied to the Union). **Modified 13.6 to include affirmative obligation on the part of management to inform potential witnesses that he or she has the right to consult with the union prior to any investigatory interview. If the faculty member reasonably believes that such interview may result in discipline for him or her, the faculty member may designate the union as his/her representative and arrange to have the union present at the investigatory interview.	Had to renumber the sections (there were two section 8s)
14	Appointments and Assignments	Multiple proposals and counter proposals on this article. Significant changes to lecturer appointments beginning with the 2016-2017 AY. **Course cancellations - increasing from 5% to 20% **Research faculty bridge funding - authorizations are pushed down from the Provost's office to the Deans.	See detailed information about appointments on separate sheet.
15	Evaluations	Eliminates the language about Lecturers exclusive to CE. Lecturers must notify the department chair of his/her Home Department that they wish to be reviewed for promotion. After dossier is submitted, timing reverts to the department-established procedures except that the review is supposed to take place be completed within that semester (except for Summers). Regarding promotions from Lecturer II to III, added language to stipulate that "The dean will consider the chair's recommendation and may decide, in his/her discretion, to waive preparation of the dossier and/or the second review process and grant the promotion to be effective in the next semester or summer when there is an active assignment."	
16	Workload	New language: Section 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." Section 16.13: "Effective with courses offered for the Summer 2015, and 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 start of the advising period." Section 16.14: Effective with courses that will be offered in the Summer 2015, and in order to allow students to make more informed choices on courses before the Add-Drop period, all faculty members will be required to make syllabi available to students for courses no later than the first day of classes."	
18	Compensation	Increases and eligibility for increases over three year period: 3.25%/3%/2.5%. For 9, 10, and 12 mo appts at less than .75 FTE, the Faculty Member has to have been in the unit as of Feb 1 of the preceding academic year. Section 18.4: The section on compensation for supervising independent studies, unit members shall receive 15% of the PCR, up to a maximum of what the faculty member would be paid if teaching a standard 4 credit course.	
19	Professional Development Funds	Reduces the total number of credits needed to be eligible for prof development funds from 20 to 18 (section 19.1)	

Article	Titles	Overview Notes	
20	Benefits	<p>Changed significantly. Eligibility for health care benefits is based on the Affordable Care Act. Have to have worked an average of 30 hours or more per week (summers and/or semesters that were not worked are not included in the calculation). Using "safe-harbor" method but the agreed upon ratio is 3.33 hours/week for every credit taught, plus 1 additional hour per week for department or other University business. The look-back period is from 10/15/14 - 10/15/15. Giving full credit for both Fall semesters. Note: If someone doesn't work for 26 consecutive weeks, they may be treated as a new employee upon resumption of services (and would be ineligible for benefits). There is a "grandparent" clause for those faculty members who are currently receiving medical and dental insurance benefits. The section on Tuition Remission is also changing: Lecturers- "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 six (6) credits maximum per September-August. Tuition remission waivers must be utilized no later than twelve (12) months after being earned and may be applied to summer sessions." Non-lecturers - "Once eligible and when actively employed, the clinical, research, or library unit member on annual contracts of 0.5 FTE or greater may receive tuition remission of six (6) credit hours per September-August period. Tuition remission waivers must be utilized no later than twelve (12) months after being earned and may be applied to summer sessions."</p>	Benefit Ops is looking into posting examples of who is and who is not eligible on their website.
22	Intellectual Property Policy	Updated date of the policy (which was revised).	
Side Letter		Faculty Phased Retirement Plan or Voluntary Separation Agreement shall remain in the FT unit until he or she is fully retired.	
Article	Titles	Status	Comments
2	Definitions	Status Quo	
4	Board Rights And Responsibilities	Status Quo	
5	Anti-Discrimination	Status Quo	
9	Right To Information	Status Quo	
10	Professional Resources And Support	Status Quo	
11	Support For Union Business	Status Quo	
17	Personnel Files	Status Quo	
21	Safety and Health	Status Quo	
23	External Employment	Status Quo	
24	No Strike	Status Quo	
25	Effect Of Agreement	Status Quo	
26	Separability	Status Quo	

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1	Recognition	
3	Union Security	
6	Academic Freedom And Responsibility	
7	Faculty Governance	
8	Access To University Facilities and Resources	
12	Grievance And Arbitration Procedure	
13	Discipline And Sanctions	
14	Appointments and Assignments	
15	Evaluations	
16	Workload	
18	Compensation	
19	Professional Development Funds	
20	Benefits	
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Side Letter		

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CONTACTS/RESOURCES

Faculty and Department Chair Resources - <http://www.uvm.edu/~facsrcs/>

Public Records Requests

Contact UVM Public Records Officer, Gary Derr

FERPA Laws

Contact Registrar, Keith Williams

Americans with Disabilities Act Accommodations

For employees: Contact ADA Coordinator Courtney Cioffredi, 656-0945

For students: Contact ACCESS Office

Harassment / Discrimination

Contact Affirmative Action/Equal Opportunity Office, 656-0229

If suspected assault or stalking, contact UVM Police / UVM Legal Counsel

Field Trips and Other Off-Campus Programming

Contact Office of Risk Management

Immigration Issues

Contact Office of International Education, Director Kim Howard

Grievances and other CBA Issues

Contact Servicing Labor and Employee Relations Professional:

<http://www.uvm.edu/hrs/?Page=managers/consultingoverview.html>

Recruitment and Hiring Practices

Consult UVM Recruitment Procedures and your Dean's Office

http://www.uvm.edu/~facsrcs/?Page=Recruitment_Hiring.html&SM=submenu3.html

Copyright / Fair Use Laws

Contact Bailey/Howe Library

Business Conduct, Contracts, Ethics

Contact UVM General Counsel

For student issues (e.g., plagiarism), contact Center for Student Ethics/Standards

Regulatory Agency Investigations, Threats of Legal Action, Subpoenas, etc.

Contact UVM General Counsel

Students-at-Risk

Contact Dean of Students Office (University Relations & Campus Life)

Any suspected criminal activity or threatening/dangerous situation

Contact UVM Police