



COLLECTIVE BARGAINING AGREEMENT

between

THE UNIVERSITY OF THE VIRGIN ISLANDS

and

**THE UNIVERSITY OF THE VIRGIN ISLANDS CHAPTER,
AMERICAN ASSOCIATION OF UNIVERSITY
PROFESSORS**

August 1, 2020 thru August 1, 2022

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**Collective Bargaining Agreement
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PREAMBLE

This is an agreement by and between The University of the Virgin Islands (herein referred to as the “University”) and The University of the Virgin Islands Chapter, American Association of University Professors (herein referred to as UVI-AAUP).

The purpose of this Agreement is to set forth the understanding between the University of the UVI-AAUP as to the terms and conditions of employment of members of the Bargaining Unit as specified herein.

ARTICLE 1: DEFINITIONS

1.1 Board

The Board of Trustees of The University of the Virgin Islands.

1.2 The University of the Virgin Islands

(Also called the “University”.) An instrumentality of the Government of the United States Virgin Islands at the following locations individually and collectively: the Albert A. Sheen Campus on St. Croix, the St. John Academic Center, and the St. Thomas campus.

1.3 Management

The Board together with its executive officers and professional staff, including but not limited to the President, Provost, Vice Presidents, and Deans or Unit Managers.

1.4 President

The President of The University of the Virgin Islands.

1.5 Bargaining Unit

The unit of full-time teaching faculty of The University of the Virgin Islands as described more fully in **ARTICLE 2: RECOGNITION OF UVI-AAUP** of this Agreement.

1.6 The University of the Virgin Islands Chapter, American Association of University Professors.

(Hereinafter referred to as “UVI-AAUP”). The exclusive representative of the employees in the Bargaining Unit, pursuant to a certification by the Government of the Virgin Islands of the United States Public Employees Relations Board, or as stipulated by the parties.

1.7 Member or Members of the Bargaining Unit

Unless expressly specified otherwise, these terms are interchangeable and shall refer to the employees as referenced in Article 2.

1.7.1 Full-time Teaching Members or Full-time Teaching Faculty

Full-time teaching faculty are those employees of the University who are employed on contracts to teach 24 semester-hours or its equivalent per academic year, and whose function consists primarily of, but is not limited to, teaching, research, and/or other scholarly activity. Full-time teaching faculty may receive release time from teaching to perform related duties, but except under extraordinary circumstances should not teach less than 3 credits per semester.

1.8 Rules of Construction

Unless specified to the contrary elsewhere in this Agreement, the following rules shall apply:

1.8.1 Application of Agreement

Provisions of this Agreement shall apply to all members of the Bargaining Unit, unless specified in this Agreement to apply only to certain members of the Bargaining Unit.

1.8.2 Headings

Headings and captions are used in this Agreement for purposes of convenience only and do not carry substantive meaning.

1.8.3 Gender and Number

The masculine gender as used in this Agreement also imports the feminine gender; and the singular shall include the plural whenever applicable.

1.9 Consultation

To seek opinion or advice of another, to discuss and exchange views concerning the matter about which advice was sought.

1.10 Notice

Wherever this Agreement requires notice or notification, such requirement shall be met by serving notice on or before the date specified by certified, return receipt requested mail, hand delivery or electronic delivery with verification of receipt.

1.11 Adequate Cause

Adequate cause shall include, but not necessarily be limited to, pervasive negligence or gross inefficiency in the performance of university duties in a manner consistent with professional standards of competence and responsibility; plagiarism or similar forms of professional misconduct; clear and convincing evidence of professional incompetence; intentional causing of injury to or repeated harassment of other university members; deliberate damage to university property. Conviction of a felony may be considered adequate cause.

ARTICLE 2: RECOGNITION OF UVI- AAUP

The Board hereby recognizes UVI-AAUP, pursuant to a certification on March 12, 2009 by the Government of the Virgin Islands of the United States Public Employee Relations Board (“PERB”) in PERB-RC-04-01, as the exclusive bargaining representative of the members in such unit at The University of the Virgin Islands for the purpose of collective bargaining with respect to wages, hours of employment, and other conditions of employment.

The Bargaining Unit includes: all full-time teaching faculty including assistant professors, associate professors, professors; and all visiting associate professors, visiting assistant professors, visiting professors, and visiting temporary professors.

The Bargaining Unit excludes: All others.

The parties acknowledge that on November 6, 2013, the PERB removed the title of “division chair” from the Bargaining Unit.

The parties stipulated on December 9, 2013 that the title of “instructor” should be included among the ranks of full-time teaching faculty including in the Bargaining Unit.

ARTICLE 3: SEXUAL MISCONDUCT

UVI- AAUP agrees to the Sexual Misconduct Policy approved by the Board of Trustees in June 2015 with the understanding that all references to the Faculty Policy Manual (FPM) are replaced with this Agreement and all references to the Faculty Grievance Committee (FGC) are replaced with the Hearing Panel as described at Article 12.5.3 in this Agreement.

ARTICLE 4: PROFESSIONAL RIGHTS AND RESPONSIBILITIES

4.1 Academic Freedom

4.1.1

The University and UVI-AAUP agree that academic freedom is essential to the mission of the University and that providing an environment of free and honest inquiry is essential to its functioning. Nothing contained in this Agreement shall be construed to limit or abridge any individual's right to free speech or to infringe upon the academic freedom of any member of the University community.

4.1.2

Academic freedom is accompanied by the corresponding responsibility to provide objective and skillful exposition of one's subject, to be accurate at all times, to exercise appropriate restraint, and to show respect for the opinions of others.

4.1.3

The University and UVI-AAUP endorse the "1940 Statement of Principles on Academic Freedom and Tenure" with 1970 Interpretative Comments as developed by the American Association of University Professors and the Association of American Colleges (now Association of American Colleges and Universities). The University and UVI-AAUP agree that all members of the academic community have an obligation to maintain accepted standards of civility and professionalism.

4.1.4

The members of the Bargaining Unit bear responsibility for curriculum, student assessment, grades, and certification of graduates.

4.2 Faculty Definitions

4.2.1 Tenured Faculty

Tenured faculty are members who have been awarded tenure through the University tenure process or have been hired through a special appointment with tenure. These members are on a continuous contract, absent adequate cause for termination.

4.2.2 Tenure-Track Faculty

Tenure-track faculty are faculty members who may become eligible for tenure consistent with the terms of this Agreement. Tenure-track faculty are employed on contracts that are renewable at the option of the University. A new contract may be offered to a tenure-track faculty depending on the performance of the faculty member under an existing or prior contract.

4.2.3 Full-Time Non-Tenure-Track Faculty (FT-NTT)

Members holding full-time, non-tenure-track appointments are employed by contracts that are renewable at the option of the University. Contracts may be renewed if funding sources and/or other circumstances permit, however there shall be no presumption that contracts will be renewed.

Full-time, non-tenure-track positions may be changed by due process to tenure-track with the agreement of the Unit Manager and the faculty member. Alternately, a full-time, non-tenure-track faculty may apply for an open tenure-track position, but there is no presumption of special consideration. All or a portion of years of uninterrupted service in a regular full-time position at the University may be considered towards tenure. The determination of the number of considered years towards tenure will be made in consultation with the faculty member at the time of appointment to the tenure-track position.

4.2.4 Visiting Faculty

Positions are designated as visiting when the faculty member is on leave from another institution or is replacing a UVI faculty on leave. Visiting faculty are employed by contracts for periods not normally exceeding one academic year. Contracts may be renewed if funding sources and/or other circumstances permit; however, there shall be no presumption that visiting contracts will be renewed.

Visiting faculty may apply for an open tenure-track or full-time non-tenure-track position, but there is no presumption of special consideration. All or a portion of years of uninterrupted service in a regular full-time position at the University may be considered towards tenure. The determination of the number of considered years towards tenure will be made in consultation with the faculty member at the time of appointment to a tenure-track position.

4.3 Professional Responsibilities

4.3.1 Teaching responsibilities or other assigned duties

Teaching assignments shall include, but are not limited to: course preparation, use of appropriate instructional technology and standard pedagogy and best practices in instruction for the field, student mentoring, maintaining a supportive classroom environment, employment of appropriate assessment tools, timely and appropriate feedback to students and timely submission of rosters and grades.

The teaching duties of each Academic Unit shall be regarded as a joint responsibility of all its members, to be divided as far as possible by mutual agreement, with proper attention to the interests and activities of all. It shall be the responsibility of the Academic Supervisor to make decisions when agreement is lacking, and to submit the complete schedule of teaching assignments to the Unit Manager for approval, who will forward the schedule to the Provost.

In addition to fulfillment of teaching assignments, faculty will be evaluated on their teaching performance and effectiveness. In particular:

- Instructional competence and techniques.
- Skills relevant to particular disciplines
- High standards in evaluating student performance
- Concern for and availability to students
- Advising, counseling, and mentoring of students
- Setting and assessing student learning outcomes.

4.3.2 Scholarly, creative, and artistic achievements

Faculty is expected to be active in teaching and scholarly activities based on the teacher-scholar model. The University of the Virgin Islands is a teaching, land-grant and learner-centered institution. The University is expected to promote scholarship and to provide reasonable support for faculty in achieving this.

Creative and artistic achievements should consist of new products that add to the development of the discipline or reflect an addition to the area of culture and based on scholarly substantiation.

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There are many ways in which faculty can demonstrate professional competence and achievement in area of scholarly, creative, or artistic works. These include but are not limited to:

- Faculty research, publications, relevant creative or professional productivity
- Mentoring student research projects and publications
- Classroom action research
- Keeping current, especially in rapidly developing and changing fields
- Presentation of papers and lectures
- Participation/leadership in curriculum evaluation, design, and revision independently and/or in consultation with others; developing innovations in curriculum
- Externally/Internally reviewed grant proposal submissions
- Evidence of continued study and growth
- Activities in professional societies
- Participation in seminars, workshops, and conferences beyond attendance

The faculty member should strive to have evidence of examples of externally reviewed publications, presentations or grants, or juried creative works, as appropriate.

4.3.3 Other Contributions to Students' Intellectual, and Professional Growth and Development

- Progressive and appropriate academic advisement
- Student/faculty collaborative scholarship
- Preparation and mentoring of students for advanced studies or employment

4.3.4 Service to Academic Unit and University

- Committee membership and participatory service, with a preference to leadership roles
- Student recruitment and retention
- Participation in the development and implementation of the University's initiatives, strategic thrusts, and programs
- Participation in grants that develop the institution
- Participation/leadership in curriculum evaluation, design and revision

- Constructive involvement in activities of other University components, outside one's unit

4.3.5 Service to the community

Service to the community includes involvement with leadership in community organizations, events, and projects, especially those that utilize the faculty member's professional expertise or leadership.

4.3.6 Continuing preparation and study within one's academic discipline and potential for continued productivity

- Membership activities in professional societies
- Participation in seminars and conferences
- Evidence of professional development plans that incorporate new ideas, trends, and skills that further the mission and strategic thrust of the University and that maintain a consistent level of excellent output
- Attaining advanced degrees relevant to the employment status at the University.

4.3.7 Additional Provisions

All members are required to be available for scheduled activities and assignments during the contract period (e.g. convocation, commencement, certification of graduates, advisement, registration, Academic Unit meetings, and faculty meetings). Members who have compelling reasons to be absent from Convocation and Commencement should request permission from the Unit Manager and Provost. Members who have compelling reasons to be absent from assigned duties should request permission from their Unit Managers. Members are expected to be on-campus and available to advisees for at least three hours on each day of regular on-site registration during Orientation Week. Members are required to schedule at least seven office hours per week, scheduled on at least three days per week, and are expected to visibly post the office hours near their office, and electronically, and meet with students at other times when necessary.

Members are expected to meet deadlines for timely submission of syllabi, grades, and other documents which are necessary for the effective functioning of the University to the appropriate office.

Members who travel away from their designated headquarters on a day when they have scheduled duties, whether for professional or other reasons, and regardless of the source of

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funding, shall submit a Travel Authorization to the Unit Manager/Provost or any designee in advance.

Unit Managers will record in writing any significant instances of failure to attend scheduled duties.

4.4 Tenure

It is recognized by the parties to this Agreement that the essential excellence of the University is dependent upon maintaining an atmosphere of academic freedom and professional responsibility. To that end, there shall continue at the University during the term of this Agreement a system of academic tenure, as described below, applicable to all tenure-track members of the Bargaining Unit. It is recognized that tenure is granted for the purpose of protecting and nurturing academic freedom and is not a shield for incompetence or failure to perform duties properly assigned.

The parties recognize that to maintain an effective tenure system and institutional flexibility, tenure is awarded with great care, and is predicated upon departmental and academic unit goals consistent with long-range institutional needs, plans and capacity.

4.4.1 Employment of Tenured and Tenure-Track Faculty

The parties agree that students are best served when ongoing, long-term instructional needs are met by full-time tenured or tenure-track faculty. To this end, the University is committed to maintaining or increasing the ratio of tenure-track faculty to non-tenure-track and visiting faculty. Except in extraordinary circumstances, every effort shall be made to fill positions vacated by tenured/tenure-track faculty with tenured/tenure-track faculty, and the positions shall be advertised as tenure-track. Each fall semester during the life of this Agreement, the University will report to UVI- AAUP on the number of courses taught by both part-time and non-tenure-track faculty and by tenured and tenure-track faculty. The University will also report to UVI-AAUP the number of tenure- track faculty, non-tenure-track faculty and visiting faculty. The purpose of furnishing this information is to allow UVI- AAUP to assess the University's efforts to build the faculty with full-time tenured and tenure-track appointments. UVI- AAUP may, within thirty (30) days of receiving the information, request a meeting with the Provost or designee to discuss the data.

4.4.1.1

To ensure the quality of academic programs, the University will strive to ensure that sixty percent of classes offered are taught by full- time teaching faculty. If in any semester the

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percentage of classes taught by full-time teaching faculty falls below 60%, Management will meet with UVI- AAUP to devise a plan to bring the percentage back to this level as soon as possible.

4.4.1.2

Each school or college will attempt to maintain the current (as of May 15, 2020) percentage of full-time faculty as tenured or tenure-track faculty within the School or College. If this becomes impossible in the short term due to failed searches or faculty turnover, full-time non-tenure-track faculty or part-time faculty will be hired on one-year contracts and the search for a tenured or tenure-track faculty member will be renewed for the following academic year.

4.4.2 Notice of Award of Tenure

Notice of award of tenure shall be made in writing by letter.

4.4.3 Conditions of Tenure

The purpose of the system of tenure is the protection of academic freedom. It remains incumbent upon the member to maintain and improve professional competence, professional growth, and the excellence which occasioned the grant of tenure to the member. To that end, evaluations shall be an integral part of the promotion process, and maintenance and improvement of professional competence, growth, and excellence.

4.4.4 Terms of Employment with Tenure

Members granted tenure render services to the University on a contract, which can be terminated by the University only for adequate cause. Tenure is applicable only in the Academic Unit in which it is granted. If a tenured member voluntarily transfers to another Unit, tenure in the Old Academic Unit shall be forfeited. However, tenure in the new Academic Unit may be recommended to the Board by both the Provost and the President.

4.4.5 Tenured member changing positions within the University

When a tenured member leaves the Bargaining Unit for any other non-management position within the University, the agreed conditions of return or agreement not to return to the Bargaining Unit shall be reduced to writing and signed by the Unit Manager and the member prior to the departure from the Bargaining Unit. The change in position shall be determined in consultation and with the approval of the Provost.

4.4.6 Tenure rights of tenured members in Management positions

Tenured members of the Bargaining Unit appointed to management positions shall have the right, after the end of their service in management, to return to their faculty position. They retain full tenure rights for the duration of their employment at the University.

4.4.7 Special Appointment with Tenure

In certain circumstances (e.g. the recruitment of a Unit Manager or of a named Chair or Provost, or recruitment of a senior member of academia with extensive qualifications in teaching and/or research) the University reserves the right to give an initial contract with tenure, or to offer employment with tenure prior to the completion of seven years of service. As in all other cases, the decision on tenure shall not be final until it is approved by the Board of Trustees.

4.5 Letter of Appointment

The terms and conditions of every appointment to a full-time position within the University shall be contained in a letter of appointment. A copy of the letter of appointment shall be supplied to the member for signature of acceptance and consent within 10 days of receipt. A copy shall be placed in the member's personnel file, and a copy sent to the member's Academic Unit. Any subsequent extensions or modifications of such appointment, other than with respect to changes in this Agreement, agreed upon between the member and Management after consultation with the Academic Unit, and any special understanding between the University and the member shall be stated or confirmed in writing, and a copy shall be supplied to the member, a copy placed in the member's personnel file and a copy provided to the member's Academic Unit. Special conditions of employment are those pertaining to obtaining of degrees and other credentials and explanations of work assignments. A letter of appointment also may highlight contractual provisions provided such reference shall be consistent with this Agreement. Any appointment letter or any extension or modification thereto shall be made available to UVI-AAUP upon request made in writing.

It shall be the obligation of each newly employed member of the Bargaining Unit to provide to the University's Human Resources Department all necessary documents relevant to initial employment by reasonable dates agreed to at the time of employment.

A good faith effort shall be made by Management to inform visiting faculty members of an offer of future employment at the earliest reasonable opportunity. A utilization report or employment form incorporating their assignment shall be signed by the member and

appropriate university officer at the earliest reasonable opportunity and in no event later than the second week of assigned duties.

A copy of this Agreement shall be made available to each new faculty member with the letter of appointment.

4.6 Full-time Appointments

All full-time appointments within the Bargaining Unit shall be of two types: Regular and Visiting. All regular appointments shall be of four types: Tenure-Track, Special Appointment with Tenure, Tenured and Non-Tenure-Track.

4.6.1 Pre-tenure and full-time non-tenure-track regular appointments

Initial appointments shall be for one or one-and-one-half years, depending on the semester in which one begins. Subsequent pre-tenure and full-time non-tenure-track appointments shall be for not less than one year or more than three years.

4.6.2 Tenured Appointment

A tenured appointment shall be given upon completion of at least seven years full-time service at an accredited institution of higher education in the rank of Assistant Professor, Associate Professor or Professor, and successful completion of the tenure process as described in this Agreement. At least five years of service must be at the University. For faculty members who have been continuously employed for seven years at the University, full-time service in the rank of Instructor, up to a maximum of two years, may be counted towards tenure, and shall be negotiated and documented in the original tenure-track letter of appointment.

4.6.3 Visiting Appointments

Appointments of visiting faculty shall be for one of three purposes: (a) to bring to the University personnel with unusual knowledge, artistry or exceptional merit, (b) to replace a full-time member on leave, or (c) appointment to a temporary grant- or contract-funded position. The letter of appointment shall specify the purpose for which the appointment is made. Such appointment carries no expectation of renewal beyond the term specified but may be renewed or repeated if funding sources and/or circumstances permit; however, there shall be no presumption that visiting contracts shall be renewed. When a visiting contract is renewed, service shall be deemed continuous. Visiting faculty may apply for an open tenure-track position, but there is no presumption of special consideration. The

member may request that all or a portion of years of uninterrupted service in a position at the University be considered towards tenure.

4.7 Standards of Notice for Renewal and Denial of Tenure

4.7.1

Regular appointments of the first six years shall be deemed continued for the succeeding academic year beyond the term of appointment unless proper notice of non-renewal has been given to the member.

4.7.2

Members of the Bargaining Unit who are on an initial one-year appointment shall be notified in writing of non-renewal at least five months prior to the expiration of their contract.

4.7.3

Full-time members who have completed one or more years of service shall be notified in writing of non-renewal at least 12 calendar months prior to the expiration of their contracts.

4.7.4

In the case where there is a denial of tenure, the final pre-tenure contract extends one year beyond the pre-tenure period and is terminal.

4.7.5

Members who give notice of resignation or retirement after April 1st of the academic year will forfeit two weeks' pay unless they have a bona fide medical emergency or receive express written agreement of the President to waive this provision.

4.8 Presidential and Faculty Responsibilities

The parties recognize that scholars have a particular responsibility to exercise their expertise in a particular field or activity and to judge the work of their colleagues. In the exercise of such expertise it is implicit that responsibility exists for both adverse and favorable judgments. In the areas of appointments, reappointments, decisions not to reappoint, promotions, the granting of tenure, and dismissal, the exercise of faculty judgment through faculty personnel committees is essential to the pursuit of fulfillment of the goal of academic excellence.

It is recognized that the President has the particular responsibility for the proper allocation of resources within the University and the effective use of the facilities and personnel available. The President is the chief planning officer of the institution and has a special obligation to innovate, initiate and revitalize. The President may at times be required, working within the concept of tenure, to identify and to solve problems of obsolescence. In reallocating personnel and resources to solve these problems, the President will necessarily utilize the judgments of faculty, but in the interest of academic standards, the President may also seek outside evaluations by scholars of acknowledged competence. Any reallocation of personnel or realignment of programs must be in accordance to Article 14 that discusses Financial Exigency and Academic Reorganization.

4.8.1 Evaluation of Full-time Teaching Members for Retention, Promotion and Tenure

Evaluations will employ a uniform set of tools, as defined in this Agreement for all Academic Units at the University. The specific application to these tools will allow for flexibility, depending on the special situation in each unit.

4.8.1.1 Student Evaluations

It is mandatory that students in all classes in every Academic Unit be given the opportunity to evaluate the faculty member. The Student Evaluation of Teaching form will be administered in a uniform fashion. The evaluation will be administered once a semester during the final two weeks of instruction; the faculty member will not be present when the students are completing the evaluation instrument; the completed evaluations will be delivered directly to the office of the Unit Manager by someone other than the instructor of the course; the results will not be available to the instructor until after final grades for the course are submitted. The results of the evaluation will be tabulated by the office of the Unit Manager and given to the faculty member within four to six business weeks of the beginning of the following semester.

4.8.1.2 Class Observations

Unit Managers and Academic Supervisors or senior members of the faculty designated by Academic Supervisors will request permission to visit at least one class taught by each faculty member in each Academic Unit each year. The specific class or classes to be visited will be determined in advance by means of consultation between the observer and the individual faculty member. The observer or the faculty member will have the option of requesting another faculty member to visit additional classes to make evaluations. The

evaluation requires the marking of the form provided in the Appendix. The results of the evaluation will be shared with the faculty member in individual conferences. The faculty member may respond to the evaluation on the form or append a response to the form. This evaluation, with the faculty member's response, will be included in the annual evaluation of faculty members. Faculty members have the right to refuse permission to others to enter their classes. Such refusals must be stated in writing and submitted to the Academic Supervisor. The evaluation form and any appended documents will be included in the faculty member's file.

4.8.1.3 Record of Activities and Self-Evaluation

Each faculty member in each Unit, shall submit a Record of Activities (ROA) annually. The ROA will include information about work in areas relevant to contract renewal, promotion, and tenure, as reflected in this Agreement. Each faculty member will submit the ROA to his Academic Supervisor who will consider the information prior to preparing the annual written evaluation. In addition, a copy of the completed ROA must be appended to the Academic Supervisor's evaluative summary and included in the faculty member's personnel file.

4.8.1.4 Review of Scholarly, Creative and Artistic Achievements and Professional Activities

The parties acknowledge that a 12-credit hour teaching load per semester is a teaching-intensive assignment, which often leaves faculty members with relatively little time for scholarly activities. The University acknowledges its responsibility to provide tenure-track faculty members with support for professional development and release time commensurate with expectations for scholarship. Standards for scholarship and publication by tenure-track faculty will be developed by each School or College in a collaborative process between the Academic Supervisors, Unit Managers, and faculty in the School or College, and will be made clear to prospective faculty during the interview process. Faculty Development Plans and Records of Activities (ROAs) should explicitly address how faculty propose to meet these standards, including any requests for necessary support for these plans, and any failure to meet established standards should be addressed in Academic Supervisors' and Unit Managers' responses to ROAs and Faculty Development Plans.

If faculty members wish publications to be considered in their annual evaluations, copies should be submitted to their Unit Managers as soon as they are available, but no later than August 31st for annual review, and no later than April 15th of the year preceding tenure or promotion review. Late submissions may be considered at the discretion of the Unit

Managers. Unit Managers will, in turn, submit them to the Provost. A central publication file will be maintained by the Office of the Provost.

For tenure and promotion consideration, there will be a process for external review of scholarly activities.

External review of scholarly, creative, and artistic achievements or professional activities is required to determine the impact or relevance of the candidate's scholarship to the discipline. In order to receive adequate feedback, approximately five reviewers can be chosen, but no fewer than two.

Journals in which faculty members have published must be evaluated for quality. This may be done through a journal service such as Cabell's (www.cabells.com) or SCImago Journal Rank (<http://www.scimagojr.co/index.php>) or similar journal service agreed upon by Management and UVI-AAUP. Faculty may present the reviews of their work generated in the publication process. Faculty members with such reviews may tend to choose fewer external reviewers than usual but must still participate in the external review process.

4.8.1.4.1 Selection of Reviewers

Unit Managers, in consultation with Academic Supervisors, will produce a list of potential reviewers, and the candidate will produce a list of potential reviewers. Reviewers should be persons qualified by position or discipline to address the candidate's scholarship or professional activities. For each reviewer, the candidate and the Unit Manager and/or Academic Supervisor will indicate his relationship with the reviewer. The list should not contain reviewers that will compromise the objectivity of the review process; for example, reviewers who are mentors, friends, antagonists or frequent collaborators of either the faculty member or the Academic Supervisor or Unit Manager should not be included.

From the list suggested, reviewers will be agreed upon by the candidate and the Academic Supervisor. If consensus cannot be reached, reviewers will be determined in the following way:

- the candidate will strike a reviewer from the Academic Supervisor's/Unit Manager's list
- the Academic Supervisor will strike a reviewer from the candidate's list
- this process will continue until there are two reviewers left on each list. These four will be the chosen reviewers.

4.8.1.4.2 Instruction of Reviewers

No later than April 30th of the Spring prior to the semester in which a candidate is reviewed for tenure or promotion, letters will be sent by the Academic Supervisor, Unit Manager or designee to each potential reviewer outlining a request for review of scholarship material. Guidelines for the submission shall be developed by each Unit, including criteria developed in the Unit. Each reviewer will be asked to submit a statement outlining his relationship with the candidate.

The Unit Managers, in consultation with faculty will develop a profile of the University, describing teaching load, resources for the support of faculty scholarship, and any exceptional circumstances that may impact faculty productivity, positively or negatively. A paragraph will be developed specific for each Unit and will be included in the narrative.

Also included in the correspondence is the entire scholarship section of the candidate's file, including the candidate's self-assessment of the scholarship. Reviewers will be asked to address: (i) quality of the scholarship/professional activities presented; (ii) relevance to the field; (iii) importance of the scholarship/professional activities to or impact of the scholarship/professional activities in the field. Letters should equate/compare the scholarship/professional activities to that of others in that field or sub field, within the context of the submitted University criteria.

Reviewers will be asked to return the reviews to the Academic Supervisor by June 30th. Should a response not be received, the Academic Supervisor or designee is required to send a follow up letter of request to the reviewer, with a request for the review no later than July 30th. Additional reviewers will be sought utilizing the method of choosing reviewers described above, should there be an issue with receiving reviews.

Should the process result in fewer than two external reviews, this will not reflect negatively on the tenure or promotion application review for the candidate. The internal review process will continue while further external reviews are sought. This information will be included in the file.

External reviews will be part of the tenure and promotion portfolios and used as input in order to review the candidate's scholarly, creative or artistic achievements and professional activities. A statement regarding the content of the external review should be included in the narrative of the review by the academic supervisor, unit manager, RPT and UPT.

Any costs associated with the review process will be borne by the University.

4.8.1.5 Sabbatical Report

If a faculty member completes a sabbatical leave during the evaluation period, the Academic Supervisor will evaluate the outcomes of the sabbatical in addition to the Record of Activities for work done outside the sabbatical period in the evaluation process. The Academic Supervisor will evaluate the sabbatical activities by comparing the faculty member's sabbatical proposal with the faculty member's report.

4.8.2 Pre-tenure Faculty Professional Development Plans

Professional Development plans are an integral part of pre-tenure review processes and are to be developed by all tenure-track faculty members in consultation with the appropriate Academic Supervisor and approved by the Unit Manager. The Professional Development Plan is intended to assist faculty in balancing their areas of responsibility and maintaining a focused plan to assure adequate professional development. The written Professional Development plan documents an agreement between the faculty member and the Unit Manager defining the faculty member's plan for professional activity and growth.

Pre-tenure Professional Development plans provide a basis for tenure-track faculty to be assured that they are developing in directions that will be appropriate for tenure award.

The Professional Development Plan provides Management with the opportunity to guide faculty development in directions that will benefit the institution.

Development of a pre-tenure Professional Development plan, and review of success in implementation, is one component of the process for promotions and tenure award.

4.8.2.1 Timing of Professional Development Plans

Tenure-track faculty members are required to develop an initial Professional Development Plan. The period covered by the plan will usually be three years but a shorter interval may be negotiated between the faculty member and Unit Manager in cases where a faculty member appointed to a tenure-track position has previous experience which is eligible for inclusion in tenure eligibility. Completion of this planning period coincides with the mid-tenure review. A subsequent plan is required for the length of time remaining before tenure review.

Initial Faculty Professional Development Plans are due for submission to the Unit Manager by March 15th following appointment to a tenure-track position.

Materials for mid-tenure review are due to the Unit Manager by August 31st of the semester following the completion of the initial Professional Development Plan period. Evaluations and feedback are to be provided to the faculty member by October 1st, as outlined in the review process of this Agreement.

4.8.2.2 Content of Professional Development Plans

Professional Development Plans should address the following issues:

- (1) A description of measurable, clear goals and objectives of the areas of faculty responsibility described in this Agreement.
- (2) A description of how the plan will contribute to the professional growth of the faculty member in each of the areas of faculty responsibility described in this Agreement.
- (3) A description of how the plan will contribute to the mission and effectiveness of the faculty member's Academic Unit and the University.
- (4) A description of institutional and non-institutional support needed to implement the plan and how it has been agreed that support will be provided or how it will be sought. Contingency plans should be included in case planned funding does not become available.

4.8.2.3 Relative Assessment Weights in Professional Development Plans

Faculty responsibilities include teaching, scholarship, and contribution to the University and professional service/contribution to the community. Individual faculty may seek to focus more on some areas than others. The Professional Development Plan is an opportunity for faculty and the Academic Supervisor with approval of the Unit Manager to agree on the focus and balance of activity and development in a way that capitalizes on the strengths and interests of the faculty member while assuring contribution to the mission and goals of the University and the Unit.

In response to changing faculty opportunities and changing university needs, the focus and emphasis may change through negotiated agreement between the faculty member and the Unit Manager. The changes are to be recorded in the faculty member's personnel file as an amendment to the Professional Development Plan.

4.8.2.4 Relationship of the Professional Development Plan to Annual Evaluations

Annual evaluations focus on progress within a single year while professional development plans provide a long-term context of development goals. In his or her annual Record of Activities, each tenure-track faculty member shall assess his or her progress toward the goals articulated in the Professional Development Plan and adjust the annual performance objectives accordingly. In cases where institutional or external funding necessary for the fulfillment of the Professional Development Plan has not been forthcoming, the faculty member may formally modify those goals in the annual Record of Activities, which shall then be appended to the Professional Development Plan.

4.8.3 The Unit Retention Promotion and Tenure (RPT) Committee

The composition and procedures of the Unit's RPT Committee will be determined by the Unit Manager and the Academic Unit in consultations with the Provost with approval of a majority of the faculty in the Academic Unit.

Each Academic Unit shall determine clear criteria for rating each area of faculty responsibility described in this Agreement in consultation with the Provost with approval of a majority of the faculty in the Academic Unit. The criteria shall be shared with all faculty members in the respective Academic Unit. The ratings for each area of faculty responsibility shall be: *Excellent*; *Very Good*; *Good*; *Satisfactory*; *Unsatisfactory*. In addition, one overall rating will be given based on the consensus of the RPT.

4.8.4 Process of Annual Evaluation

The Academic Supervisor shall make a formal written evaluative summary of each faculty member's performance and potential. The evaluations will employ the tools described in this Agreement and be based on the agreed upon criteria determined by the Academic Unit, and the Record of Activities submitted by the faculty member. The Academic Supervisor will discuss the written evaluative summary with the faculty member concerned, and the faculty member will have the opportunity to append a written response to the evaluative summary. When the faculty member being evaluated is an Academic Supervisor, the evaluation will be done by the Unit Manager.

The evaluative summary, together with the faculty member's response and all supporting documentation, will be forwarded to the Unit Manager who will provide oversight for the evaluative process. The Unit Manager will forward the formal written evaluative summary by the Academic Supervisor, and the faculty response (where applicable) and supporting

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documents, including the faculty member's Record of Activities to the Academic Unit Retention, Promotion and Tenure (RPT) Committee.

The Academic Unit RPT Committee will conduct the initial evaluation based on the written evaluative summary of the Academic Supervisor, the response to the evaluative summary from the faculty member, the supporting documentation and the agreed upon criteria. The Academic Unit RPT Committee will evaluate the performance of each faculty member and assign a rating for each area of faculty responsibility, and an overall rating.

The Academic Unit RPT Committee will give its recommendation in writing to the Unit Manager, with a copy to the faculty member. The faculty member may append a response to the RPT recommendation to the Unit Manager.

The Unit Manager will evaluate the performance of the faculty member against the agreed upon criteria and assign a rating to each of the areas of faculty responsibility outlined in the Agreement, as well as an overall rating. For annual evaluations not involving promotion or tenure, this shall be the final rating for the faculty member. The faculty member may append a response to the rating.

The Unit Manager will share the information with the Provost and the faculty member. The Unit Manager, Academic Supervisor, the Chair of the Academic Unit RPT Committee or the faculty member may request a post- evaluation conference to discuss the ratings and recommendations.

The timeline for this process can be found in the table outlining the process.

4.8.5 Process of Mid-Tenure Review

The mid-tenure review shall occur at the end of the period covered by the faculty member's first Faculty Professional Development Plan (See Article 4.8.2.1 Timing of Professional Development Plan). This will take the place of the Annual Review during that year. The Record of Activities submitted by the faculty member shall refer to the goals and objectives of the Faculty Professional Development Plans and assess the success in meeting those goals. (See Article 4.8.6 Table 1 Outline of Annual Evaluation and Mid-Tenure Review).

4.8.6 Process of Retention

In cases where a decision must be made on the renewal of a contract, the Unit Manager will consider the annual evaluations, in addition to other circumstances such as funding and programmatic needs, when making recommendations to the Provost whether or not a contract is to be renewed and the length of the contract period. If a member's overall

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performance is rated Satisfactory or above, any recommendation for non-renewal must be accompanied by a written rationale/justification for the recommendation.

The President will, on the evaluation of the Provost and with consideration of the evaluation of the Academic Unit RPT Committee, the recommendation of the Unit Manager, and other documentation, make final decisions for renewal of contracts.

Table 1 Outline of Annual Evaluation and Mid-Tenure Review

STEP	Date	Notes
ROA submitted by faculty member to Academic Supervisor	August 31 st	For annual evaluation, the ROA shall address the activities of the previous year. For the mid-tenure review, the ROA shall address the period covered by the Faculty Professional Development Plan and assess the success in meeting the goals. When applicable, updated Faculty Development Plans should accompany the ROA
Formal written evaluative summary by Academic Supervisor	September 23	The summary should be discussed with the faculty member and submitted to the Unit Manager for oversight of the Unit RPT process. All areas should be addressed separately with strengths/weaknesses: Teaching; Scholarly, Creative and Artistic Achievements; Other Contributions to Students' Intellectual Growth; Service; Potential for continued productivity. Faculty member can submit additional comments or documentation.
Documents submitted to the Unit RPT for review	October 1	The faculty member's documents, including Record of Activities, the Academic Supervisor's review, and the faculty member's response, if applicable, shall be submitted to the Unit RPT.
RPT review with recommendations submitted to the Unit Manager and faculty member	October 31	All areas should be addressed separately with strengths/weaknesses: Teaching; Scholarly, Creative and Artistic Achievements; Other Contributions to Students' Intellectual Growth; Service; Potential for continued productivity
Recommendations from Unit Manager to faculty member	November 15	All areas should be addressed separately with strengths/weaknesses: Teaching; Scholarly, Creative and Artistic Achievements; Other Contributions to Students' Intellectual Growth; Service; Potential for continued productivity. This is shared with the faculty member.

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Faculty response to review by Unit Manager and RPT	November 25	Faculty may submit follow up comments to Unit Manager and RPT.
Recommendations for continued contract (in cases where contract ends at the end of the current academic year)	December 1	Unit Managers shall send their recommendations to the Office of the Provost by December 1 st . The Unit Manager shall submit, to the Office of the Provost, the final review from the Unit Manager and Unit RPT, and responses from the faculty member if applicable, along with recommendation for additional contract.
New contract	December 15 th	
Faculty Development Growth Plans	March 15 th	Initial Professional Development Plans are due on March 15 th of the initial year of employment, and again on March 15 th in the year of the conclusion of the prior plan. The plans should be updated and shared with the Academic Supervisor each year with the Record of Activities.

4.9 Length of Contracts for Members

Initial Contract: One year. In cases where the contract begins in Spring, an initial contract term of 1 and a half years may be warranted.

Second Contracts and beyond: These contracts always begin in the Fall and are at least one year in length, but not more than three years.

In extreme cases, one semester contracts may be offered where warranted, for example for sabbatical or leave replacements.

4.9.1

The initial employment of a tenure-track faculty member, shall be considered probationary, an introductory period of employment where the individual becomes familiar with his professional responsibilities and the University has time to evaluate his performance in an effort to determine whether further employment is appropriate. The probationary period is generally one year, but in those instances of a January appointment may range from ½ to 1 ½ years. During the term of an initial employment contract, the University may decline to renew a faculty member’s contract without adequate cause provided that prior notice is given in accordance with this Agreement.

4.9.2

Where there is clear evidence of satisfactory overall performance as determined by evaluation, subsequent employment of a faculty member may be offered consistent with this Agreement. "Satisfactory" means that the member's performance meets the standards for what is expected of an experienced and qualified individual in the position. As long as the performance of the individual continues to meet standards, additional contracts may be offered. For tenure-track faculty members, additional contracts may be offered until a decision on tenure has been made.

4.9.3

A tenure-track or non-tenure-track faculty member who receives an overall rating of Unsatisfactory from the RPT, the Academic Supervisor and the Unit Manager as a result of his annual evaluation shall be so informed in writing as described in the cases below:

- a) A faculty member on an initial contract may be given notice at least five months in advance of the end of the contract that no new contract will be offered by the University.
- b) A faculty member on a contract other than an initial contract shall be given an outline of areas in need of improvement. Should there be no improvement in the following semester as determined by the Academic Supervisor and the Unit Manager, the faculty member may be given notice at least 12 months in advance of the end of the contract that:
 - (i) the next contract is a terminal contract; or
 - (ii) the current contract is the terminal contract.

4.9.4 Process for Tenure

4.9.4.1 Process for Tenure Approval

The process of granting tenure at the University involves the applicant, the Academic Supervisor, the RPT Committee, the Unit Manager, the UPT Committee, the Provost, the President and the Board of Trustees. The process begins with a review of the candidate's application and a recommendation of the candidate's application by the Academic Supervisor, followed by review and recommendations from the Academic Unit RPT

Committee, the Unit Manager, the UPT Committee, the Provost and President. The Board of Trustees makes the final decision on the recommendations from the preceding levels.

4.9.4.2 Composition of University Promotion and Tenure (UPT) Committee

The UPT Committee shall be comprised of one tenured faculty member from each Unit and two at-large tenured faculty members, elected by a secret ballot conducted by the Office of the Provost by October 31st, after lists of those eligible to serve and those eligible to vote have been verified by the Faculty. All faculty members who are eligible for promotions and hold the rank of Professor, Associate Professor, Assistant Professor and have served at the University for at least one year comprise the electorate for the UPT Committee.

UPT members shall be elected by approval voting in two pools, one for the Unit and one for the at-large members. Each Unit shall be provided one Unit ballot with eligible tenured faculty from their Unit and one at-large ballot with *all* eligible tenured faculty.

The two faculty members receiving the greatest number of votes for the at-large ballot will be the at-large UPT members and are removed from eligibility representing their Unit. If there is a tie among more than two members at the at-large level, any of those who were *also* elected at the Unit level will serve as the Unit representative. The faculty member receiving the greatest number of votes from each Unit ballot (once at-large appointments have been removed) will represent that Unit.

If after this process, more than two remain in the tie for the at-large bid, a second run-off election will be held for the at-large positions. If there is a tie at the Unit level, and the tie has not been broken by a winner at the at-large level, then a second run-off election will be held for the Unit position.

If the tie remains after a runoff election, then the Committee on Committees shall, via a blind random process, select from among the winning candidates. Similarly, if there is more than one winner for both at-large and Unit pools who needs to serve as the Unit representative, the Committee on Committees will use a blind random process to select.

If any member of the UPT Committee resigns or is unable to serve, then the candidate having received the next highest vote in that pool will fill the position.

4.9.4.2.1

The UPT Committee will conduct an evaluation based on the written evaluative summary of the Academic Supervisor, RPT and Unit Manager, the response to the evaluative

summary from the candidate, the supporting documentation and the agreed upon criteria. In its evaluation, the UPT Committee will assign a rating for each area of faculty responsibility, and an overall rating. The UPT may invite the candidate for an interview. The candidate has the right to either accept or refuse the interview.

4.9.4.3 Tenure Procedures and Critical Dates

The Tenure Application – The application for tenure should be thoughtfully compiled, and easy to read and evaluate. The information should be included in a sturdy three- ringed binder, and should include the following sections:

Introduction

- Cover Page

- Table of Contents

- Narrative overview (approximately 10 pages)

 - The narrative should address each of the following areas of review: The scholarship of teaching; scholarly, creative and artistic achievement; the scholarship of service; contributions to students' professional growth and development; and potential for continued productivity.

- Curriculum Vitae

- Signed Annual Reviews with Academic Supervisor's, Unit Manager's and RPT's reviews, and any responses from the faculty member

- External Reviews of works

Teaching and Educational Activities

- Course Evaluations by students

- Sample Syllabi

- Sample Assessments of student learning

- Evidence of professional development or scholarship in the area of teaching

- Additional supporting information

- Other evidence as appropriate

Scholarly, Creative or Artistic Achievements

- Publications

- Journal Information (where appropriate)

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Grants (PI or co-PI), with abstracts included

Presentation Records (conference programs, abstracts, web pages, etc. as documentation of presentations given)

Other Contribution to Students' Intellectual, and Professional Growth and Development

Evidence of professional development in the area of student success, student advising, etc.

Student letters, as available and if relevant

Other evidence as appropriate

Scholarship of Service

Listing of service within the institution. Indicate instances of leadership and service beyond attending meetings.

Service to professional organizations, beyond membership.

Service to the Virgin Islands community, especially in the faculty's area of expertise.

Timeline for Tenure Application - The timeline and process for the tenure application is outlined in the table below. Failure to meet any of the dates by the responsible party will not, by itself, negate the process for that particular year, individual or group of candidates.

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Table 2 Tenure Application Timeline

STEP	Date	Notes
Provost informs candidates in writing of eligibility	March 15 th in the Semester preceding the application	
External Reviewers' names submitted	April 15 th	External Reviewers chosen in accordance with the section of Selection of Reviewers
Candidate submits material for external review	April 15 th	Candidate should submit works for external review.
Letters sent to the External Reviewers	April 30 th	Letters will be sent by the Academic Supervisor, Unit Manager or Designee to each potential reviewer outlining a request for review of scholarship material.
Unit Managers collate letters from External Reviews	June 30 th	Collation of the external reviews, in accordance with the section on Instruction of Reviewers. The reviewers are expected to return their reviews by June 30 th .
Candidate submits tenure application portfolio to the Unit Manager for oversight. The Unit Manager will make available to the Academic Supervisor for review	October 1 st	The tenure application should adhere to the outline specified in this document
Portfolio available to RPT	October 15 th	Unit Manager will ensure that the portfolios are available to the Academic Unit RPT for review.
Academic Supervisor submits recommendation to RPT, with copy to the faculty member. The	October 15 th	All areas should be addressed separately with strengths/weaknesses: Teaching; Scholarly, Creative and Artistic Achievements; Other Contributions to Students' Intellectual Growth; Service; Potential for continued productivity.

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faculty member will have an opportunity to review		
Faculty member is able to append additional comments or documentation to the portfolio for the RPT review	October 20 th	
Academic Unit RPT submits recommendation to Unit Manager	December 1 st	In support of the recommendation, all areas should be addressed separately with strengths/weaknesses: Teaching; Scholarly, Creative and Artistic Achievements; Other Contributions to Students' Intellectual Growth; Service; Potential for continued productivity.
Unit Manager's recommendation and tenure portfolio submitted to the Office of the Provost for oversight.	December 15 th	In support of the recommendation, all areas should be addressed separately with strengths/weaknesses: Teaching; Scholarly, Creative and Artistic Achievements; Other Contributions to Students' Intellectual Growth; Service; Potential for continued productivity. Tenure Portfolio housed in the Office of the Provost for oversight.
Candidate allowed to review portfolio	December 15 th – January 10 th	Candidate can append written response
Portfolios available to UPT	January 10 th	
UPT recommendations to the Provost, with copy to the faculty member.	March 1 st	In support of the recommendation, all areas should be addressed separately with strengths/weaknesses: Teaching; Scholarly, Creative and Artistic Achievements; Other Contributions to Students' Intellectual Growth; Service; Potential for continued productivity.
Candidate allowed to respond	March 10	Candidate can append a written response and forward to the Provost
Provost forwards portfolio, all recommendations	April 1 st	In support of the recommendation, all areas should be addressed separately with strengths/weaknesses: Teaching; Scholarly, Creative and Artistic

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and Provost's Recommendation to President		Achievements; Other Contributions to Students' Intellectual Growth; Service; Potential for continued productivity.
President forwards portfolios and recommendations to the Board of Trustees, through ARSA Committee	May 1 st	
Tenure applications considered by Board of Trustees	June meeting of the UVI Board of Trustees	

4.9.4.4 Professional Development Plans for Tenured Faculty

The basis for post-tenure review at the University of the Virgin Islands shall be a three-year Professional Development Plan as described in Article 4.8.2 for pre-tenured Faculty. Tenured faculty shall complete a three-year plan. Tenured faculty are encouraged to voluntarily change the direction of their long-term planning by undertaking professional development goals which further the strategic goals of the University. The process for annual evaluation will be the same as outlined in the Process of Annual Evaluation, Article 4.8.4.

At the conclusion of the term for which the Professional Development Plan was written, each faculty member shall assess his or her progress toward the goals articulated in the Professional Development Plan in a Record of Activities covering the entire period of the Professional Development Plan. For the year signifying the conclusion of the term of which the faculty development plan was written, this comprehensive assessment will substitute for the annual Record of Activities.

4.9.4.5 Use of Professional Development Plan Reviews

Faculty Development Plans will be discussed with the Academic Supervisor and the Unit Manager. A written response to the Faculty Development Plan may be prepared by the Academic Supervisor or the Unit Manager. The faculty member shall append his Faculty Development Plans, updated if applicable, along with any written responses, to the Records of Activities (ROA) submitted for annual evaluation.

4.9.4.6 Implementation of Professional Development Plans for Tenured Faculty

Faculty members shall prepare their new Professional Development Plan at the conclusion of their prior plan. Faculty members newly awarded tenure shall prepare a Professional Development Plan in the academic year immediately following the awarding of tenure.

4.9.5 Process for Promotion

Promotion considerations would be initiated by an individual faculty member who regards herself/himself as eligible for promotion to the next rank. A letter of intent should be addressed and submitted to the Provost and the Unit Manager with a copy to the Academic Supervisor no later than March 15th of the year prior to submitting the portfolio.

If there is material to be reviewed that will require external review, those documents should be submitted to the Office of the Provost by April 15th, along with a list of possible reviewers.

Applications for promotion should be accompanied by appropriate documentation. The documentation should be submitted to the Academic Supervisor. In addition to the general standards described in this Agreement, the specific standards for each faculty rank outlined in this Agreement apply to promotions. The Academic Supervisor submits his evaluation to the Unit Manager, who is responsible for making the evaluation and portfolio available to the Unit RPT Committee. The Academic Unit RPT Committee will provide a recommendation to the Unit Manager, with a copy to the applicant. The Unit Manager will provide an independent evaluation. The Unit RPT recommendation, the Unit Manager's recommendation and the Academic Supervisor's recommendation will be appended to the faculty member's portfolio and forwarded to the Provost and the UPT Committee. Copies will be provided to the candidate, who will be given an opportunity to respond in writing. The UPT Committee will examine all evaluation materials and make a recommendation to the Provost. The Provost will make a recommendation to the President.

Final action on promotions will be taken by the President, informed by advice from the Provost and with due consideration to the recommendation received.

4.9.5.1 Promotion of Administrators with Faculty Rank

When an administrator who currently holds faculty rank is to be considered for promotion to a higher rank, his/her academic and scholastic credentials shall be prepared in the same format required of all teaching faculty. These credentials shall be submitted to the established unit Retention, Promotion and Tenure (RPT) review committee. If members of the RPT Committee believe they may have a conflict of interest in reviewing a specific

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candidate, they may recuse themselves, in which case the Unit shall elect replacement member(s). If the RPT Committee is not fully staffed because of recusals, and replacements cannot be found within the Unit to serve on the committee, the Provost may appoint qualified replacement members from other Units to serve on the committee for this purpose, with the approval of the Unit.

The currently required procedures and standards for review of teaching faculty being considered for academic promotion shall be followed at all levels of review, except in the case of where the applicant is the Unit Manager. In this instance, there will be no Unit Manager review included.

Table 3 Promotion Time Table

STEP	Date	Notes
Candidate informs the Provost of intent to apply for promotion	March 15 th	This should be made in writing, addressed to the Provost and forwarded to the Unit Manager, with a copy to the Academic Supervisor
External Reviewers' names submitted	April 15 th	External Reviewers chosen in accordance with the section on Selection of Reviewers.
Candidate submits material for external review	April 15 th	Candidate should submit works for external review
Letters sent to the External Reviewers	April 30 th	Letters will be sent by the Academic Supervisor, Unit Manager or Designee to each potential reviewer outlining a request for review of scholarship material
Unit Managers collate letters from external reviews	June 30 th	Collation of the external reviews, in accordance with the section on Instruction of Reviewers. The Reviewers are expected to return their reviews by June 30 th .
Candidate submits portfolio to Academic Supervisor and Unit Manager	October 1 st	All areas should be addressed separately with: Teaching; Scholarly, Creative and Artistic Achievements; Other Contributions to Students' Intellectual Growth; Service; Potential for continued productivity. Faculty member should submit appropriate or documentation.

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Portfolio available to RPT	October 15 th	Unit Manager will make the portfolios available to the Academic Unit RPT for review
Academic Supervisor submits recommendation to RPT, with copy to applicant	October 15 th	All areas should be addressed separately with strengths/weaknesses: Teaching; Scholarly, Creative and Artistic Achievements; Other Contributions to Students' Intellectual Growth; Service; Potential for continued productivity. Faculty member is able to submit additional comments or documentation.
Applicant is able to append additional comments and documentation to the Portfolio for RPT review	October 20	
Academic Unit RPT submits recommendation to Unit Manager	December 1 st	In support of the recommendation, all areas should be addressed separately with strengths/weaknesses: Teaching; Scholarly, Creative and Artistic Achievements; Other Contributions to Students' Intellectual Growth; Service; Potential for continued productivity.
Unit Manager's recommendation submitted to the Office of the Provost for transmittal to the UPT	December 15 th	In support of the recommendation, all areas should be addressed separately with strengths/weaknesses: Teaching; Scholarly, Creative and Artistic Achievements; Other Contributions to Students' Intellectual Growth; Service; Potential for continued productivity.
Candidate allowed to review portfolio	December 15 th – January 10 th	Candidate can append written response
Portfolios available to UPT	January 10 th	
RPT, Unit Manager's, and UPT recommendations to the Provost	March 1 st	In support of the recommendation, all areas should be addressed separately with strengths/weaknesses: Teaching; Scholarly, Creative and Artistic Achievements; Other Contributions to Students' Intellectual Growth; Service; Potential for continued productivity.
Candidate allowed to respond	March 10 th	Candidate can append a written response and forward to the Provost

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Provost forwards RPT, UPT, and Unit Manager's Recommendations and Provost's Recommendation to President	April 1 st	In support of the recommendation, all areas should be addressed separately with strengths/weaknesses: Teaching; Scholarly, Creative and Artistic Achievements; Other Contributions to Students' Intellectual Growth; Service; Potential for continued productivity.
President forwards recommendations to the Provost, who will inform the faculty member, Academic Supervisors and Unit Managers	May 15 th	

It is the responsibility of the Unit Manager to ensure that the Unit RPT Committee forwards promotion applications to him by the above deadline, and for following up with the Unit RPT Committee if the deadline is missed. It is the responsibility of the Provost to ensure that the Unit Managers forward their recommendations for promotion by the deadlines above, and for following up with the Unit Managers if the deadline is missed. It is the responsibility of the Provost to submit promotion applications to the President by the above deadline.

If for any reason other than the applicant's late application, an applicant for promotion does not receive a notification of the President's recommendation by the above deadline, the promotion, if granted, along with any raise in pay attached to promotion, shall be granted retroactively.

4.10 Personnel Files

The Human Resources Office of the University of the Virgin Islands is the official custodian of personnel records and files. A member's official personnel file shall include all original documents and will be maintained in the Human Resources Office. A working file may be maintained in a secured area of the Academic Unit to which the member is assigned. The working file shall contain only copies of documents relating to and supporting the member's service. All original documents relating to and supporting the member's service shall be submitted to the Human Resources Office through the Office of the Provost.

Members shall have access to their personnel files during regular office hours or may request a copy of all or a portion of their personnel files upon submission of a written

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request to the Human Resources Office. Information contained in a member's personnel file shall not be disclosed without the member's written consent or an authorized release, except in cases where personnel records must be provided as required by law.

ARTICLE 5: FACULTY PARTICIPATION PROCEDURES

5.1

Before making an appointment to the Bargaining Unit, the President shall receive the recommendations of the Academic Unit Search Committee and the Unit Manager, or a designee for the Unit Manager. The Search Committee shall consist of the Academic Supervisor of the area in which the appointment would serve, or designee, and at least two other faculty members chosen by the Unit Manager. At least two members of the committee must be from the area in which the applicant would serve. All efforts should be made by the search committee to provide a list of three eligible candidates to the Unit Manager, with a summary of the strengths and weaknesses of each candidate. Depending on availability of funds, as many of these candidates as is possible should be brought to campus for interviews and presentations. If necessary, interviews and presentations may be done remotely. After the interviews and presentations, the search committee will make additional recommendations to the Unit Manager. The Unit Manager will forward the applicants with his recommendations and those of the Search Committee to the Provost. The Provost will forward his recommendations, along with those of the Unit Manager and Search Committee to the President.

Positions shall be posted with the UVI-AAUP whenever searches are initiated. A representative of the President may require the nomination of more than one candidate for any vacancy. In the absence of recommendations from the Unit Manager, the President may make or recommend an interim contract appointment, provided the responsible members or faculty agencies have failed to act within a reasonable period of time, or cannot act because of time limitations. Such an interim contract appointment shall be reviewed by the Unit Manager. After receiving appropriate recommendations, the President shall decide whether to change the interim appointment to a regular full-time faculty appointment as described in this Agreement.

Full-time appointments to the Bargaining Unit shall fall within the following ranks:

- Instructor
- Assistant Professor
- Associate Professor
- Professor

5.2 Standards of Appointment or Promotion to Respective Ranks

The criteria for determining the initial rank of a faculty member shall be based on academic degrees, teaching and work experience. A recommendation of the initial rank to the Provost on a case-by-case basis will be made by the Unit Manager in consultation with the Academic Supervisor.

5.2.1 Instructor Requirements

- (i) Master's degree in field of instruction;
and
- (ii) Appropriate experience as determined by the Unit Manager in consultation with the Academic Supervisor.

5.2.2 Assistant Professor Requirements

- (i) PhD or other terminal degree in the field in which the faculty member is being hired

OR

Master's degree in a desired field

AND either
- (ii) Seven years of teaching experience

OR

Five years of teaching experience and two years of related professional experience.

5.2.3 Associate Professor Requirements

- (i) PhD or other terminal degree in the field in which the faculty member is being hired.

AND

- (ii) Demonstrated professional achievement

AND either

- (iii) Seven years of teaching experience

OR

Five years of teaching experience and two years of related professional experience.

5.2.4 Professor Requirements

- (i) PhD or other terminal degree in the field in which the faculty member is being hired

AND

- (ii) Demonstrated professional achievement

AND

- (iii) Demonstrated academic leadership qualities and experience

AND

- (iv) Twelve years of related experience, five of which must be at the rank of Associate or Professor, with at least nine of the years in teaching.

5.3 Emeritus Status

Retired full-time faculty who have produced significant contributions to the University of the Virgin Islands through teaching, research, or service may be considered for the granting of emeritus status.

5.4 Academic Units

Each teaching member shall have a primary home in an Academic Unit, though there may be joint appointments across units. New Academic Units may be established by Management according to criteria of commonality of interest and academic purpose. Major groupings of Academic Units with some common interest may also be formed or changed in consultation with affected faculty and the AAUP.

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Except as specifically provided in other sections of this Agreement, the home Academic Unit is the structure through which the members shall participate in personnel matters.

The Academic Unit, or the academic areas within that unit, shall have responsibility for the content and development of courses, curriculum and programs of study within its discipline, research and service within its area, and for evaluation of the performance of all members, subject to all other provisions of this Agreement.

In no case shall tenure be lost by the creation, combination, or splitting of Academic Units except in the dissolution of an Academic Unit as specifically described in Article 14 – Financial Exigency and Academic Reorganization.

5.4.1 Unit Manager

The Unit Manager has the dual responsibility of leading the Academic Unit in fulfilling its responsibilities in academic and personnel areas and of facilitating the functioning of the Academic Unit. The Unit Manager is the normal channel of communications between and among the Academic Units, Colleges/Schools or like groupings, offices, and Management.

5.4.2 Academic Supervisor

5.4.2.1 Job Description

The Academic Supervisor is a voluntary position filled by a full-time teaching faculty member from an academic area of specialization. Academic Supervisors shall provide oversight for a degree program or a collection of related degree programs. The structure and grouping shall be determined by the Unit Manager in consultation with members of the Academic Unit.

Wherever possible, the faculty member serving as an Academic Supervisor should be tenured. The Academic Supervisor will have the support of more than 50% of the faculty of the unit, determined by the approval voting. If this cannot be achieved, the Unit Manager will appoint an individual in consultation with the Provost.

The Academic Supervisor shall serve for a term of two years and may serve multiple terms. The Academic Supervisor shall be formally evaluated each year by the Unit Manager on his performance of the academic supervisor duties established by this Agreement, in addition to the evaluation of his academic performance outlined in Article 4.8.1 of this Agreement. If the performance of the Academic Supervisor is evaluated as substandard, the Unit Manager may replace the Academic Supervisor. If the Academic Supervisor fails

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to fulfill his duties as established by the Agreement, he may be removed and replaced for cause at any time by the Unit Manager. The Unit Manager shall provide the Academic Supervisor with a written justification for his removal, and the Unit Manager's decision is grievable by the Academic Supervisor and/or members of the academic area under the terms of this Agreement. If an Academic Supervisor is replaced prior to the end of his term, the process for choosing the replacement shall adhere to the criteria stated above.

The Academic Supervisor participates in retention, promotion and tenure procedures as outlined in this Agreement.

5.4.2.2 Duties

The Academic Supervisor is responsible for performing duties as outlined in this Agreement including:

- a) Participating in retention, promotion and tenure review processes, and evaluation of faculty including Classroom Observations, in accordance with this Agreement.
- b) Adhering to this Agreement and other established university policies.
- c) Determining faculty load distribution and scheduling, with input from the academic area.
- d) Assisting in the choice of and instruction of potential external reviewers who will review documents as part of mid-tenure, tenure and promotion review, in accordance with this Agreement.
- e) Providing guidance to faculty in preparation of faculty professional development plans.
- f) Participating in matters regarding financial exigency and academic reorganization should the need arise, in accordance with this Agreement.
- g) Assisting the Unit Manager providing necessary information to the Office of the Provost, including Faculty Utilization Reports (FURs).
- h) Assisting the Unit Manager in budgeting and strategic planning for the Academic Unit.

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- i) Assisting the Unit Manager in providing leadership for proper staffing for the academic area, including organizing search committees in a timely manner; leading orientation and mentoring of new faculty; recommending for hire and mentoring part-time faculty in the area.
- j) Ensuring textbook orders for courses are done in a timely manner.
- k) The Academic Supervisor shall assist in retention of students, including
 - (i) Monitoring faculty academic advising of majors.
 - (ii) Advising non-majors, including transfer students, on course issues and any other student issues.
 - (iii) Facilitating early intervention for students at-risk in collaboration with faculty advisors and the Center for Student Success.
- l) The Academic Supervisor shall manage implementation of curriculum and syllabi including
 - (i) Providing oversight for academic program review, assessment of student learning outcomes, and planning for new and existing programs.
 - (ii) Facilitating accreditation and self-study activities.
- m) The Academic Supervisor is responsible for preparation of the course schedule for the academic area, in consultation with faculty members in the academic area and the Unit Manager.
- n) The Academic Supervisor, whenever needed and in consultation with the Unit Manager, shall travel between campuses to provide oversight for the academic area.
- o) The Academic Supervisor shall report to the Unit Manager.
- p) The Academic Supervisor shall perform annual evaluations of the part-time faculty teaching in the academic area.

5.4.2.3 Qualifications

Whenever possible, the Academic Supervisor will:

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- be a tenured faculty member
- have served the University as a member of the full-time teaching faculty for a minimum of 4 years
- have strong record of teaching
- have an appropriate level of scholarship and service
- have demonstrated leadership and management skills
- have experience in curriculum development, strategic planning and assessment, program maintenance, and shared governance.

Skills requirement for an Academic Supervisor

- Democratic leadership, including shared governance
- A passion for students
- Finely tuned interpersonal relationship skills
- Learner-centered orientation
- Assessment and accountability
- Willingness to learn new skills

5.4.2.4 Compensation

The teaching load of the Academic Supervisor shall be based upon the schedule below and shall depend on the number of full-time and part-time faculty members in the academic area. Release time for the Academic Supervisor shall range from 3 to 6 credits per semester.

Academic Supervisor Release Time Schedule (Credits per semester)				
		Full-Time Faculty Supervised		
		4	5 to 8	>8
Part Time Faculty	0 to 8	3	4	5
	>8	4	5	6

If other full-time faculty are provided with release time to do some of the administrative duties of the Academic Supervisor such as evaluation of part time faculty, the release time may be adjusted accordingly. The release time can be divided over the year to provide more in semesters when the workload is greater.

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Compensation will be \$1500 per semester stipend.

ARTICLE 6: WORKING CONDITIONS

6.1

For purposes of this Agreement, working conditions are categorized into those pertaining to professional matters and those involving the health, safety, and security of members.

6.2

Professional working conditions are those that directly affect a member's ability to perform duties adequately. To optimize the time members devote to their assigned duties and responsibilities, professional working conditions must be maintained and improved to a level of high quality.

6.3 Faculty Work Space

6.3.1 Office

The University and UVI-AAUP recognize the importance of individual office space for instructional faculty members. The ideal space includes an office for each faculty member. Where space allows, faculty members will be provided with private offices. Assignment of offices is the responsibility of the University, and the University will have, as highest priority in assignments, single offices for faculty.

The minimum office components are a desk and desk chair, side chair, bookcase or bookshelves, file cabinet with lock, wastebasket, telephone with voice mail access and access to a long-distance code for academic purposes, personal computer with battery backup, access to a Printer at all times, except in extraordinary circumstances, bulletin board as requested, office supplies, texts and instructional materials.

6.3.2 Classroom and Laboratory

6.3.2.1

The scheduling of classroom and laboratory space is the responsibility and prerogative of the University. Classrooms and laboratory assignments will be consistent with institutional and pedagogical needs, class size, room capacity, configuration, location, and instructional technology. Faculty may make special requests for health-related reasons. These requests should be submitted in writing to the office of the appropriate Unit Manager. If approved, efforts will be taken to make reasonable accommodations in terms of assignment.

6.3.2.2

Laboratories and studios shall include adequate, safe, and secure storage.

6.3.2.3

Faculty who require them, shall have classrooms that function as a “smart” classroom with computer, internet access and projector and screen (or large monitor), or be provided with access to equipment to do so.

6.3.2.4

Chalk and/or markers for white boards, and erasers shall be made available.

6.3.2.5

Classroom, laboratories, and studios (including blackboards and whiteboards) shall be cleaned daily.

6.3.2.6

Faculty shall be part of the design team for any renovation or new construction of faculty office, classroom, laboratory, or studio space.

6.4 Support Services

6.4.1

Faculty will be provided with reasonable access to administrative assistants to provide support for tasks such as typing, copying, ordering, making travel arrangements, etc., throughout the calendar year. Decisions to reassign an administrative assistant will be made by Unit Managers, in consultation with faculty.

6.4.2

Copying, scanning, faxing, and printing equipment and supplies shall be accessible and functional at all times as reasonable, except in extraordinary circumstances. Special printing needs, where appropriate and reasonable for instructional or professional needs, will be provided at no charge to the faculty.

6.4.3

Mail shall be delivered in a timely manner to individual faculty mailboxes. Intercampus mail shall be processed such that transit time is no more than three days. Boxes that are too large to reasonably lift without assistance shall be delivered to faculty offices or laboratories as requested.

6.4.4

Potable water shall be available near offices and classrooms at all times.

6.4.5

The library staff will work with faculty to improve the conditions and collections of the libraries in order that appropriate instructional standards may be achieved.

The libraries will provide interlibrary loan and electronic database services to faculty.

6.4.6

Recognizing the increasing importance of educational media and information technology and its applications to effective teaching, learning, research, and communication, Management shall support appropriate in-service training.

6.4.7

For faculty using smart classrooms and laboratories, technology support shall be provided ten minutes prior to the first class of the day until the end of the last class of the day

Proper training will be provided to faculty members teaching courses that require videoconferencing capabilities.

6.4.8

Information technology staff shall maintain faculty office technology, e.g., software installation and troubleshooting as quickly as practicable.

6.5 Parking Spaces

Faculty shall have access to free parking. Faculty shall be subject to the same parking procedures and policies as other University employees who are not subject to the terms of

this Agreement. Any plans to impose charges on members of the Bargaining Unit for parking during the duration of this Agreement shall be negotiated between the University and UVI-AAUP.

6.6 Comfort and Safety

It shall be the policy of the University that the occupational safety and health of its employees, the protection of work areas, and the prevention of accidents are continuing and integral parts of its everyday operating responsibility. The University is committed to providing a safe and healthy working environment for its employees.

6.6.1

The University agrees to abide by all relevant required local, state and federal occupational safety and health standards, and no member shall be disciplined or suffer any retaliatory action for exercising, in good faith, legal rights to a safe and healthy workplace.

6.6.2

The University shall determine and supply any safety-related equipment necessary to do the work safely and to avoid injury or accidents.

6.6.3

Members shall not be required to operate University equipment which does not conform to local, state, or federal safety requirements.

6.6.4

The University shall comply with the spirit of the Americans with Disabilities Act, including reasonable accommodations in the equipment and location of parking, offices, classrooms, laboratories, and studios for faculty with special needs.

6.6.5

Hand sanitizers, or similar means of cleansing the hands, shall be conveniently located throughout the campuses, and replenished as needed.

6.6.6

Classroom and laboratory thermostats will be maintained in accordance with OSHA or local legal standards.

6.6.7

Cases involving extreme temperature which endanger the health of members shall be promptly brought to the attention of the appropriate administrator who shall take immediate appropriate action. When buildings lose electrical power for extended periods, members shall not be required to remain in the work area and shall be allowed to cancel classes.

6.6.8

Any faculty member who is injured or who is involved in an accident during the course of his or her employment, no matter how slight the injury, shall file an accident report with Campus Security prior to the end of the workday or as soon as possible after the injury or accident.

6.6.9

If a faculty member believes in good faith that the faculty office, classroom, laboratory, or studio presents a clear danger to health and/or safety, the faculty member may request a temporary reassignment. Management shall promptly respond to such a request and shall make every effort to accommodate the request.

6.6.10

The University agrees to assess any unsafe or unhealthy working conditions in a timely manner and take remedial action as appropriate. Results of such assessments and action shall be reported to the faculty member(s) who reported the conditions and to UVI-AAUP.

6.6.11

In order to provide adequate security and protection of personnel, property and equipment, all areas will be provided with adequate locks and patrolled by Campus Security personnel.

6.6.12

Members shall be provided with keys or key codes to areas pertinent to their responsibilities including keys to their offices, classrooms, laboratories, and access to the buildings in which these rooms are located.

6.6.13

The University will provide the UVI-AAUP with the results of annual surveys of faculty working conditions, educational media services, and information on technology/computer resources within one month of completion.

6.6.14

The University and UVI-AAUP will work together to clarify and publicize faculty members' rights and responsibilities regarding student conduct, including informing faculty members of the Student Conduct Code and the appropriate routing of concerns regarding student conduct. To the extent possible under law, Management will notify the UVI-AAUP of faculty reports of incidents of threatening student conduct filed with Campus Security or campus administration.

6.7 Faculty Professional Development

6.7.1

The parties agree that faculty professional development shall be construed broadly to mean activities by and for members that enhance their ability to be productive and innovative professionals.

Approval of all professional development is contingent upon the availability of funds. To apply for professional development, the member must submit to his or her Academic Supervisor a notice announcing the conference, professional seminars, workshops, or educational exchanges to be attended and a written explanation of what activity will be carried out and its relation to the member's professional growth. The Academic Supervisor will forward the request to the Unit Manager for final approval.

Following the activity, a brief report may be requested at the Academic Supervisor's discretion, who will forward the report to the Unit Manager. If a paper is presented, a copy should be attached to the report.

6.7.1.1 Support of Faculty Development

A Professional Development Fund will be established. Funding will be awarded in support of improving teaching, improving research, participation in professional meetings in order to strengthen connection to professional organizations within the discipline or focused on

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pedagogy. Professional development funding may be used to support travel to meetings or workshops, as well as to support courses or activities that enhance teaching or research.

6.7.1.2

The University will provide, subject to the availability of funds, \$50,000 each year for faculty development.

6.7.1.3

Each faculty member will be eligible for up to \$1500 each academic year, subject to the availability of funds.

6.7.1.4

Each College/School will be budgeted a set amount each year for faculty development. The total available funding will be apportioned to each College/School based on the number of full-time faculty in the Unit.

6.7.1.5

Each College/School will determine the criteria for distribution of funding for faculty development. The criteria may take into account, but is not limited to, the following for partial or full funding:

- Whether the faculty member is attending a conference or presenting a peer-reviewed paper
- Preference for tenure-track faculty presenting or publishing a peer-reviewed paper
- Other criteria as the faculty development committee might develop and is approved by the School or College faculty.

6.7.1.6

Request for funds to attend professional seminars, workshops, conferences or educational exchanges must be submitted to the appropriate Unit Manager at least five weeks in advance. Upon approval, the Office of the Provost shall process the request at least two weeks in advance of the attendance. Management shall give due consideration to requests which cannot be submitted in accordance with specific time limits.

6.7.1.7

Not more than 30 days following the activity, the member shall submit a claim for reimbursement on the appropriate travel reimbursement form, documentation following as soon as possible thereafter. The Accounting Office shall process the claim no more than 45 days following the receipt of the claim and/or required documentation. If no claim has been submitted to the Accounting Office within the 30- day deadline, funds committed for the particular activity may be made available to others. The deadline for submission may be extended by arrangement with the Unit Manager in consultation with the Accounting Office.

6.8 Required University Travel

A member who is required to travel on university business shall be reimbursed up to the maximum per diem rates for food. The University shall pay for travel, lodging and allowing incidental expenses as actually incurred, or reimburse the member.

ARTICLE 7: FACULTY WORKLOAD

7.1 Purpose

It is agreed by the parties hereto that the provisions of this Article are intended to support and enhance the academic quality of the University.

7.2 Definitions

7.2.1

Academic Load: the contractual responsibility of a faculty member inclusive of teaching load (credit hour load), scholarship, and service

7.2.2

Overload: Additional credit hour load above twenty- four (24) credit hours per academic year

7.2.3

Release Time: Teaching responsibility reduction from Academic Load to perform other activities related to scholarship, administration, Special Assignment, or some other activity

7.2.4

Special Assignments: Assignments that deviate significantly from normal Academic Load

7.3 Work Year and Holidays

7.3.1

The work year for members of this Bargaining Unit shall be nine months, beginning approximately August 15th and terminating approximately May 15th. Some adjustments may occur in order to comply with the calendar.

7.3.2 Holidays

7.3.2.1

No classes or other professional responsibilities shall be scheduled for teaching members on:

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- New Year's Day
- Three King's Day
- Martin Luther King Jr. Day
- Good Friday
- Carnival Friday
- Memorial Day
- V.I. Emancipation Day
- Independence Day
- Labor Day
- Liberty Day (D. Hamilton Jackson Day)
- Veterans Day
- Thanksgiving Day
- Fortsberg/Discovery Day
- Christmas Day

7.3.2.2

When a holiday recognized by the University falls on Saturday, the University will observe the holiday on the preceding Friday. If the holiday falls on Sunday, the holiday will be observed the following Monday. If consecutive holidays fall in a Sunday/Monday sequence, the Sunday holiday will be observed on the immediately following Monday and the Monday holiday will be observed on the immediately following Tuesday.

7.3.2.3

The annual schedule of holidays, which includes specific dates, will be prepared by the University and distributed to UVI-AAUP.

7.4 Faculty Workload

Load in each semester should fall within two (2) credits of the normal twelve (12) credits per semester. Assignments consisting of more than fourteen (14) or less than ten (10) credits in a given semester must have the approval of the affected faculty member. For example, a credit hour underload in the Fall semester will carry-over to the Spring semester. For example, a faculty member with a two (2) credit hour underload in the Fall semester may be assigned fourteen (14) credit hours in the Spring semester before any overload is recognized. There is no carry-over of Spring underloads.

7.4.1 Academic Loads

The Academic Load of a member is in keeping with the roles and responsibilities of faculty and the basis for evaluation, promotion, and tenure. The Academic Load includes the following: instruction [twenty- four (24) credits per academic year, approximately twelve (12) per academic semester]; creation of or update of courses or curriculum, student advising and mentoring; service on university committees; service on departmental, Academic Unit, or ad hoc committees.

Teaching load shall be assigned with the expectation that the faculty member will have the opportunity to meet the criteria for promotion and satisfactory peer review. A faculty member's assigned teaching load shall be considered in the promotion and tenure and peer review process in a manner consistent with the promotion and tenure and peer review criteria in this Collective Bargaining Agreement

Members who are under loaded in the Fall Semester must accept the complementary overload in the following Spring Semester. Members who are overloaded in the Fall Semester are only required to accept the complementary under load in the Spring Semester. If a Unit Manager assigns less than 24 credits to a member in an academic year, the member's compensation is not affected. If a Unit Manager assigns more than 24 credits to a member in an academic year, this must be done with the approval of the affected member who will, in accordance with published policies, receive additional compensation for any load carried above 24 credits.

Semester overloads will be calculated within ten working days of the last day to drop classes without penalty (census date), of the Spring Semester, and paid in the subsequent pay period.

7.4.2 Faculty Overloads and Other Compensation

Academic Supervisors, in consultation with and approval of the Unit Manager, have the responsibility of approving faculty overloads. Unless extenuating circumstances dictate, no faculty member will have an overload of more than one course (3-4 credit hours) per semester, inclusive of release time. Assignment of overloads shall be fair and equitable, and rotate among faculty. Table 7.4.2 below shows the overload compensation by rank.

Table 7.4.2 Overload Compensation

Rank	Additional Compensation
Instructor	\$770.00 per credit hour
Assistant Professor	\$770.00 per credit hour
Associate Professor	\$970.00 per credit hour
Full Professor	\$1,170.00 per credit hour

7.5 Faculty Assignments

7.5.1 Teaching Assignments

7.5.1.1 Scheduling

The teaching duties of each Academic Unit shall be regarded as a joint responsibility of all its members, to be divided as far as possible by mutual agreement, with proper attention to the interests and activities of all. Teaching assignments are the responsibility of the Academic Supervisor, in consultation with departmental faculty members and the approval of the Unit Manager. Courses may be scheduled at any time that the University offers courses, day, evening, or weekends. Efforts will be made to balance schedules among faculty and ensure a reasonable schedule. It shall be the responsibility of the Academic Supervisor to make decisions when agreement is lacking, and to submit the complete schedule of teaching assignments to the Unit Manager for approval.

There are situations in which it becomes necessary to cancel classes or change class assignments. This shall be done by consultation between the Academic Supervisor or Unit Manager and the faculty member. A faculty member shall not cancel class meetings or other instructional activities without prior consultation with the Academic Supervisor, except in exceptional circumstances.

As a general rule, the number of course preparations should not exceed what is reasonable for the discipline and type of courses being taught (normally no more than 4-6 course preps per year).

Faculty members, with the approval of the Academic Supervisor and the Unit Manager, may elect to team teach a class and split the credit for that course.

If the Academic Unit is unable to assign a full teaching load to a member, the appropriate Academic Supervisor, in consultation with the faculty member and the Unit Manager, will

seek an appropriate remedy which may include a Special Assignment.

7.5.1.2 Special Assignments

Where the best interest of the Academic Unit is served, the Unit Manager, in consultation with the Provost and President of UVI-AAUP, may assign a member to other duties. If the reassignment is in areas other than teaching, it must be with consent of the faculty member. The reassignment may be grieved in accordance to the process described in Article 12.

7.5.1.3 Low Enrolled and Over Enrolled Courses

Each Academic Unit will publish (online) two-year cycles of courses (i.e. for even and odd years) and will offer those courses in the semester stated. Unless there are extenuating circumstances, courses will not be offered outside of the published schedule. If courses are chronically under-enrolled (i.e. over a period of three years), the Academic Unit will need to address this as a program issue.

Low Enrolled Classes

Classes required for graduation that are offered in the regularly scheduled semester will not be prorated. Offering a course in a specific semester, even when there are enough students enrolled for the faculty member to receive full teaching credit, shall be the decision of the Academic Supervisor and Unit Manager, in consultation with the academic area. A faculty member cannot be required to teach a class which is prorated because of low enrollment. If the faculty member decides not to teach the prorated class, the Academic Supervisor will make effort to assign the faculty member to teach another course or assign the faculty member special assignment.

If Management decides to prorate a scheduled class for low enrollment, it will first ask the faculty member to whom the class is assigned whether the faculty member is willing to teach the class for the prorated number of credits. If the faculty member agrees to do so, the class will be pro-rated according to the following formula:

$$\text{NCH} \times \text{NSE}/6 = \text{Prorated Credits Hours}$$

NCH – Number of credit hours
NSE – Number of students enrolled

Over Enrolled Classes

Faculty members are not required to allow students to enroll in classes beyond the enrollment limit set for that class. For all classes, except those with enrollment caps set for pedagogical or other reasons, the enrollment limit per class will be 30. In the case of multi-section courses, the Unit Manager and Academic Supervisor will work to balance the number of students across the sections.

Extra Credit or Assistance for Large Classes

For sections of classes that are large (not including courses designed as large classes), faculty *who agree to teach the course* will receive either extra credit, and/or whenever possible and appropriate, grading support and/or other teaching assistance. The following Load Credit Multiplier will be utilized.

Number of Students	Load Credit Multiplier
1-30	1.0
31-37	1.25
38-45	1.5
46-52	1.75
53-60	2.0

There are some departments that may be able to provide grading support and/or other teaching assistance. The following principles apply:

1. The academic area sets the requirement and qualifications of graders and teaching assistants (TA).
2. The instructor supervises the grader and/or TA.
3. The instructor is responsible for all grade assignments.
4. For courses for which grading support and/or teaching assistance is provided, the Academic Supervisor and Unit Manager, in consultation with the faculty member, shall determine if the large course load credit multiplier is still appropriate, or if it needs to be adjusted.

7.5.2 Service

A normal amount of service is presumed in every workload assignment. Attendance at academic area and Academic Unit meetings, advising, registration, convocation, and

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participation at commencement are part of the general expectations of all faculty and are part of the Academic Load.

Faculty members are expected to serve on university-wide and unit committees in fulfillment of their service to the Academic Unit and the University and as part of the workload. As a guideline, a member, during the first year of employment, should serve on no more than one university-wide committee in addition to unit or departmental assignments including ad hoc committees. In subsequent years, a member should serve on approximately two university-wide committees, as well as participate in unit or departmental assignments including ad hoc committees. Whenever possible, committee assignments should be fairly distributed across the Academic Unit. In this way, all members will have opportunity to contribute to the work of the University.

Helping the academic area, College or School through undertaking unusual teaching assignments or undertaking new and challenging teaching preparations or course and/or program design should be recognized as service.

7.5.3 Office Hours

Members are expected to be available to meet their obligations and confer with their students outside of class. Each member shall be required to hold office hours appropriate to the needs of their students and their academic discipline. Each member shall schedule and hold at least seven (7) office hours per week each semester. These office hours shall be scheduled in agreement with the Academic Supervisor on at least three teaching days per week at times reasonably convenient for students. Such hours shall be posted on the appropriate departmental office bulletin board, and electronically, and reported by the Academic Supervisor to the appropriate Unit Manager or the Provost. If in the judgment of the Unit Manager, the reported hours do not meet the standard above, the Unit Manager may require the Academic Supervisor to establish appropriate office hours for the member. Alternate office hours arrangements for teaching members with substantial off-campus loads, or with alternate duties, may be made with the approval of the Unit Manager. Office hour requirements may be temporarily increased by the appropriate Unit Manager during registration periods.

All parties agree that all students will be given adequate advising by members during registration and throughout the school year to assure the pursuit of sound educational objectives.

7.6 Tenure-track Faculty Academic Load

Tenure-track faculty are expected to maintain an active research program to allow them to meet the requirements of tenure. During the first three years of a tenure-track appointment, faculty will receive one course release per year, in addition to the committee responsibilities discussed in Article 7.5.2. Tenure-track faculty members are expected to produce refereed publications at the conference and/or journal level or their equivalent consistent with the school's or college's promotion and tenure requirements. There will be no overloads greater than two credits during this period and no more than three preps per semester. Whenever possible, during the first three years of employment, tenure-track faculty shall be assigned multiple sections of the same course. Tenure-track faculty members are expected to produce referred publications at the conference and/or journal level or their equivalent consistent with the School's or College's standards for scholarship and publication as noted in Article 4.8.1.4.

Release time to support research and scholarship must, over time, be reflected in research and scholarly productivity commensurate with that workload responsibility. A tenure-track faculty member is expected to maintain an active research program and to make scholarly contributions that result in that member achieving at least a "Satisfactory" rating at mid-tenure review. A rating of "Unsatisfactory" at mid-tenure review will require the faculty member to develop a plan to improve research productivity approved by the Unit Manager and the Provost.

It is agreed that tenure-track faculty will not be given administrative assignments except in extraordinary conditions in which no tenured faculty member is available for such appointment.

7.7 Tenured Faculty Academic Load

Refereed or peer-reviewed publication is the evaluation of work by one or more people of recognized competence in the field. It constitutes a form of self-regulation by qualified members of a profession within the relevant field and an academic paper's suitability for publication. Peer-review methods are employed to maintain standards of quality, improve performance, and provide credibility.

UVI-AAUP and Management agree that encouraging additional publication by all faculty members is important to the University. The parties agree to form a committee for this purpose within six months of ratifying the Collective Bargaining Agreement.

7.8 Research Assignments for Teaching Faculty

Any full-time faculty member may, with his/her consent, be given an appointment that includes a large amount of release time for research (e.g. grant funding). In these cases, the expectation for publication will increase accordingly, using the following Table 7.8 as a guideline:

Table 7.8

Release Credits per Semester	Number of Publications Expected
7-10 cr/semester for one year	1 publication per year
4-6 cr/semester for two years	1 publication every two years
3-4 cr/year for three years	1 publication every three years

7.9 Release Time For Faculty Service

The total teaching credit hours for a given assignment will be according to Table 7.9 below.

Table 7.9 Release Time for Faculty Service:

Title	Credits of Release*	Responsible
Chair of Faculty	3 credits in the Fall and six credits in the Spring	Provost
Chair of Curriculum Committee	2 credits per semester (i.e. approximately one course release per year)	Provost
Curriculum Committee Member	Faculty Service	Provost
Chair of Catalog Committee	2 credits per semester (i.e. approximately one course release per year)	Provost
Catalog Committee Member	Faculty Service	Provost
Chair of General Education Committee (including assessment of general education)	2 credits per semester (i.e. approximately one course release per year)	Provost

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General Education Committee Member	Faculty Service	Provost
EPE Coordinator	2 per campus per semester (CLASS)	Provost
EPE Committee Member	Faculty Service	Provost
Director of Special Academic Programs (e.g. HTM, Process Technology, MPA, MMES)	One to two course release per semester depending on size of the program	Unit Manager and Provost (Note: be guided by the table on release for Academic Supervisors in this Agreement, depending on number of part-time faculty, and students)
Chairs of Academic Departments	Dependent on size of program as outlined in this Agreement	Unit Managers guided by this Agreement
Special lead person for Accreditation duties (e.g. ACEN, ACBSP, NAEP, ABET, etc.)	Usually a course release as needed during time of accreditation preparation only	Unit Managers
Section Leaders for Large Courses (multi-section, coordination of many instructors, uniform final)	1-2 credits per semester	Unit Managers
Special administrative assignment: Associate or Assistant Dean	3 per semester (usually called upon to coordinate and stand in the place of the Unit Manager, especially on a campus where there are no Academic	Unit Manager and Provost

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	Supervisors or Unit Managers) when there is a demonstrated need	
Release Time for UVI-AAUP President	3 credits per semester	Provost
Other special assignments germane to particular programs (PLTL coordinator, Skills coordinator) especially those involving coordination of part time faculty	Varies (Purview of Unit Managers) Each School and College will maintain and distribute a current list of positions, responsibilities, and release times in this category.	Unit Managers (in consultation with relevant faculty member and Provost)
Advising	Regular faculty duties distributed evenly amongst departments faculty. In the event that there are special additional duties (e.g. Super Advisor with additional duties), there may be a credit granted at the purview of the Unit Manager	Unit Managers

*Course Release for special duties should be addressed separately on the Annual Evaluations for respective faculty

7.10 Other Compensation

Other compensation from temporary appointments may be awarded to members for such contract/grant activities as seminars, workshops, conferences, institutes, community programs, curriculum development and evaluation of such activities not officially part of the approved university curriculum. Provision of services enumerated above that do not interfere with a member's normal workload shall be excluded from the workload provisions of this Agreement. The Academic Supervisor in consultation with the faculty member will determine if the temporary appointment would interfere with the member's normal workload.

7.11 Outside Activities, Employment or Consulting

The major responsibility for members during the academic year is to the University. During the time available beyond their specific assigned responsibilities, members may accept other employment or engage in other professional activities provided such

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involvement does not constitute a conflict of interest. A conflict of interest occurs when a university employee is involved in an activity, commitment, or interest that may adversely affect, compromise, or be incompatible with the obligations that the employee has to the University. Outside employment and engagement in activities outside the University are permitted provided:

1. It does not violate the conflicts of interest provisions governing territorial employees set forth in V.I. Code Ann. tit. 3, §1100 et. seq.
2. It does not violate the conflicts of interest provision governing employees of the University set forth at V.I. Code Ann. tit. 17, §469.
3. It does not interfere with the member's obligations to students, colleagues, and the primary mission of the University.
4. Equipment, supplies, or clerical services of the University are not used.
5. Prior to the member's involvement, he reports on the Outside Employment, Consulting, or Contracting Disclosure form the nature, extent, and expected duration of the outside engagement.

The Academic Supervisor or Unit Manager shall determine whether he believes that an actual or potential conflict exists, and shall, in consultation with the member, determine what mutually agreed restrictions or conditions, if any, should be imposed to manage, reduce or eliminate such conflict. If the conflict cannot be managed, reduced, eliminated, or otherwise mitigated by mutual agreement, the University may grieve pursuant to the grievance procedure of this Agreement.

ARTICLE 8: LEAVES AND FRINGE BENEFITS

8.1 Leave without Pay

8.1.1

The President may grant an unpaid full or partial leave of absence not to exceed two years. Applications shall be filed not later than October 1st or February 1st preceding the semester in which the leave is requested. Leaves of absence must be approved annually. During an unpaid leave, a member may exercise the option to continuing all benefits normally provided by the University (i.e. retirement, medical insurance) by paying all of the required premiums for such benefits.

8.1.2

Leave without pay shall be classified as: (a) pursuit of the member's scholarly discipline; or (b) other purposes based on individual circumstances. A letter from the President granting such leave shall state for which of these purposes the leave is being granted. The time spent on leave without pay shall not be considered a period of service for purposes of seniority, eligibility for tenure, promotion, or sabbatical leave unless otherwise agreed.

8.1.3

Effective only upon return to active status, a member returning from leave of absence without pay shall be accorded all collective bargaining increases, if any, to base salary and fringe benefits which became effective during the period of the member's leave of absence without pay which would have applied to the member had he not been on leave of absence without pay.

8.2 Sabbatical Leave

8.2.1

Sabbatical leave is not an earned right. Sabbatical leaves are granted for the mutual benefit of The University of the Virgin Islands and the individual. Sabbatical leave is granted for purposes of scholarly and creative endeavors that strengthen the professional competence or enrich the teaching of members. All proposals for such leave must merit approval on the basis of these standards.

8.2.2

Upon the completion of at least seven academic years of full-time service, a member is eligible for a sabbatical leave. Untenured members may not take a sabbatical leave. After a sabbatical leave, a person does not again become eligible until completion of an additional seven academic years of full-time service.

8.2.3

Each proposal will be submitted by a member in writing and contain:

- A description of the activities to be pursued and the objectives to be achieved while on sabbatical, including adequate supporting information and specific details, such as a proposed plan of study or research and/or letters of acceptance or appointment.
- A statement of the relationship between planned activities and the advancement of knowledge or professional improvement of the individual
- A statement of the relationship between the planned activities and the current strategic goals of the University which they will promote.
- Where appropriate, documents such as letters of acceptance or appointment, proposed courses of study, etc., should be appended to the request.

8.2.4

The deadline for submission shall be at least one year prior to the date when the leave is to begin. The proposal shall be submitted to the Unit Manager who will make a written recommendation to the Provost. The Provost, in turn, will review the proposal and the recommendations of the Unit Manager and forward his recommendation to the President, along with the proposal.

8.2.5

All proposals that meet the standards specified above shall be judged on the basis of their merit. Among those proposals deemed equal in merit by the President, preference shall be given to members with the longest service since their last sabbatical leave.

8.2.6

The President will grant sabbatical leaves. The successful grantee will receive notification at least three months before the end of the semester prior to the one in which the leave begins. The terms of the leave shall be stated in writing. To document the value to the University of sabbatical leaves, each member will submit a written report setting forth the experiences and accomplishments attained in pursuit of the objectives set forth in the original proposal, as part of the Record of Activities for that year. Such report shall be retained by the Unit Manager and be available to the university community.

8.2.7

Sabbatical leave may be granted for either two semesters at half pay or one semester at full pay. A member on sabbatical leave shall retain all the rights of full-time status such as fringe benefits appropriate to the duration of the sabbatical; pay increases, if applicable; and retention of tenure status.

8.2.8

Those accepting and completing sabbatical leave are expected to return to the University for a period of at least as long as the leave, except a retiring member who requests a waiver from the Provost of this requirement, following expiration of the leave. The return is at the same rank. The member shall be accorded all collective bargaining increases, if any, to base salary and fringe benefits which became effective during the period of the sabbatical leave, which would have applied to the member had he not been on sabbatical leave.

- A person on sabbatical leave who decides not to return, but to resign is expected to give notice by April 1st of the year on leave (or October 1st if a Fall Semester leave), and is required to return the compensation received from the University during his sabbatical leave.
- A retiring faculty member who meets the eligibility for a sabbatical in accordance with the applicable requirements may apply for a waiver of the requirement to return to duty at the end of the sabbatical. All other terms of the sabbatical leave policy will apply.

8.3 Leaves of Absence for Political Activity

Consistent with Section 2 of Title 18 of the Virgin Islands Code, as amended, leaves of absences without pay shall be granted to candidates for public office upon the date of filing of their nomination petition or nomination paper until the date of the ensuing general election. The leave will not unfavorably affect the tenure status of a faculty member or other employment rights.

If the member is a candidate at the primary election and fails to be nominated thereat, his leave of absence may be terminated immediately after such primary. The member shall give notice within 14 days of his intention to return to his position. Reasonable arrangements, as the result of consultation and agreement among the member, UVI-AAUP and the Unit Manager, may be made to the member's work schedule to accommodate his return and not disrupt the substitute plans employed during his absence for the continuation of services.

If the member is elected to public office, he may not remain in the employ of the University if such activities would or could result in a conflict of interest, or interfere with the proper performance of the member's duties to the University.

8.4 Military Leave

Members who are in service with the National Guard or Reserve Military Service are eligible to take military leave when ordered to active duty or inactive duty training.

Employees who serve in active military duty are entitled to Veteran's Reemployment Rights in accordance with Virgin Islands and/or federal law upon their discharge from such duty.

Notification of Military leave must be made in advance and as soon as they receive their orders to report for duty and in the same manner as requesting other leaves. A copy of such orders must be attached to the application for leave.

Upon completion of duty and as soon as reasonably practical, the member shall give notice of his intention to return to his position. Reasonable arrangements, as the result of consultation and agreement among the member, UVI-AAUP and the Unit Manager, may be made to the member's work schedule to accommodate his return and not disrupt the substitute plans employed during his absence for the continuation of service.

8.5 Family and Medical Leave

8.5.1

Upon written request a member who qualifies pursuant to the 1993 Family & Medical Leave Act as amended, (FMLA), shall be granted:

A maximum of twelve (12) workweeks of leave during any 12- month period for one or more of the following reasons:

- 1.) the birth and care of the employee's newborn child;
- 2.) the placement of a child with the employee through adoption or foster care;
- 3.) to care for the employee's spouse, son, daughter or parent with a serious health condition; or
- 4.) to take medical leave when the employee is unable to work because of a serious health condition.

Any such leave of absence shall be without pay.

8.5.2

Any member who requests a medical leave of absence due to the member's serious health condition or family leave due to the serious health condition of an individual in the member's immediate family, as defined by the FMLA, shall be required prior to the start of the leave to provide sufficient written certification from the attending physician of the nature of the condition and its probable duration.

8.5.3

For the purpose of this section, "serious health condition" means an illness, injury, impairment of physical or mental condition that involves (1) in-patient care in a hospital, hospice or residential care facility or (2) continuing treatment or continuing supervision by a health care provider.

8.5.4

A member requesting a Family or Medical Leave of Absence must submit, prior to the leave, a signed statement of the employee's intent to return to his position.

8.5.5

The University shall pay its usual contribution for the continuation of health insurance benefits for the member during any leave of absence taken pursuant to this section. In order to continue any other health insurance coverage during the leave, the member shall contribute that portion of the premium the member would have been required to contribute had the member remained an active employee during the leave period.

The member must have worked for a minimum of one year or for 1,250 hours over the previous 12 months, AND

The member must have been continuously employed by the University in a full-time regular position for at least twelve months.

8.5.6

Family and medical leave will run concurrently with accrued sick leave. Once accrued sick leave is exhausted, family and medical leave will be unpaid leave.

8.6 Maternity Leave

A member may request up to five (5) months of leave for pregnancy or care of a newborn infant. Members should request leave as soon as possible.

Maternity leave may be charged to accrued sick leave or leave without pay in that order.

Maternity leave is treated like any disability or illness; therefore, a physician's certificate is required to document the condition. The certificate must include the specific date that the employee may return to work. The University may require the member to get a second opinion at the University's expense.

8.7 Bereavement Leave

A member is entitled to five days of leave for funeral purposes in the event of a death in the immediate family, or three days for the death of a sibling.

Leave should be requested of the Unit Manager as soon as possible following the death in the family. Bereavement leave may be charged to accrued sick leave, compensatory leave, or leave without pay.

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Immediate family is defined as a spouse, parent, child, or stepchild. Immediate family may be extended to mean uncle, aunt, grandmother or grandfather, and the full five days leave may be granted by the Unit Manager if it is determined that close family ties extend beyond the spouse, parents or children.

Sibling is defined as brother, sister, stepbrother, or stepsister.

8.8 Sick Leave

8.8.1

In the event of a disability due to illness or accident, which prevents a member from performing his full duties, he shall be eligible for sick leave with pay up to the amount of accumulated sick leave acquired or the establishment of eligibility for disability insurance. Sick leave will accrue at the rate of 9.3 hours per month, to a maximum of 12 working days per nine-month academic contract year. All absences due to illness or accident will be deducted from the accumulated total of sick leave days. Summer school teaching or other summer employment will not result in sick leave accumulation.

8.8.2

For the purposes of this Agreement, “working days” means days during the regular Fall and Spring Semesters when, according to the University’s catalog for the academic year, the University’s offices are open, exclusive of those days when classes are recessed for authorized holidays.

8.8.3

When a member is away from work for three or more consecutive days due to illness, a physician’s certificate may be required to document that illness. The certificate must include the specific date that the member may return to work. A physician’s certificate may be required in other instances, such as suspected abuse of sick leave. The University may require a member to get a second medical opinion by a physician selected by the University and at the University’s expense.

A member who fails to present a physician’s certificate upon request will have his absences charged to Leave without Pay.

8.8.4

Misuse and abuse of sick leave is subject to disciplinary action, up to and including suspension without pay, or termination in the case of egregious offenses. Attendance patterns which indicate possible abuse of sick leave, such as frequent multi-day absences, or absences on Mondays and Fridays are subject to close scrutiny by the Unit Manager. In such cases, members may be required to produce a physician's certification to substantiate such leave, regardless of the duration, when asked to do so.

Under no circumstances may an employee use sick leave for vacation or similar purposes.

8.8.5

Any consecutive period of sick leave which spans more than two work weeks will be considered extended sick leave. Members with illnesses or injuries which cause them to be absent for more than two weeks must provide to his Academic Supervisor a physician's certificate with the following information:

- Physician's certification of care.
- The prognosis for his recovery.
- The estimated date upon which he may return to work.

Any changes in the member's condition which may have an impact upon his expected date of return should be documented and presented immediately.

All original physician statements, and documents concerning requests for extended leave, will be forwarded to the Human Resources Office by the Unit Manager immediately.

Absences for extended illnesses for which the member has exhausted his accrued sick leave may be granted as Leave without Pay.

Members should refer to appropriate sections governing donated and other leave options.

8.8.6

If at the expiration of the sick leave period with pay the member is still unable to resume his duties, he may apply for leave of absence without pay or disability leave, either until the end of the following academic year, or until expiration of his contract, whichever comes

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earlier. Such a request must be supported by medical evidence furnished by a physician and submitted to the Unit Manager.

A member who is restored to his position will resume his duties as soon as practicable, given personnel and curriculum needs. In no event shall a recovered member be kept on leave without pay for more than one semester.

8.8.7

Termination of appointments for medical reasons will be based upon clear and convincing medical evidence. Termination for medical reasons may be grieved following the grievance procedure outlined in this Agreement.

8.9 Donated Leave

In compliance with the Virgin Islands Code, the University's Donated Leave Program is to alleviate hardship caused by a catastrophic or prolonged illness or injury which has forced the member to exhaust all accrued leave.

A Donated Leave Committee comprised of the Director of Human Resources, the Director of Employee Benefits, and two other members appointed by the President, will administer the Donated Leave Program.

8.9.1 Eligibility

All members who have completed one year of continuous employment with the University and are eligible to receive sick leave may participate as either a donor or recipient of donated leave.

8.9.1.1 Eligible Recipients

Recipients must meet all of the following criteria to be eligible to receive donated leave. The member:

1. Must be employed on a full- time basis,
2. Must have completed at least one year of continuous employment with the University,
3. Must be suffering from a health condition or injury which is expected to

require a prolonged absence from work of 20 days or more and have a medical certification from a licensed physician.

4. Must have exhausted all accrued leave.

8.9.1.2 Eligible Donors

Donors must meet all of the following criteria to be eligible to donate leave. The member:

1. Must be employed on a full- time basis,
2. Must have completed at least one year of continuous employment with the University; or must be employed by another qualifying Government department or instrumentality which has been approved to participate in the University's Program,
3. Must have 20 days accrued sick leave and at least 12 days of accrued annual leave (if applicable) remaining after donating leave.

8.10 Brief Absences

Brief absences from normal duties may occasionally be necessary for personal or professional reasons.

Notification of such absences lasting less than three working days is to be made to the Unit Manager who will notify the Provost.

If the absence involves three (3) or more working days, permission must be obtained from the Unit Manager.

Where feasible, requests should be made in writing and adequate provisions should be made to compensate for the absence either through obtaining a substitute teacher or assigning appropriate work to the students.

Failure to comply with this provision is subject to disciplinary action, including forfeiture of pay, suspension, and/or termination.

8.11 Insurance Benefits

8.11.1 Health Insurance

Except as specifically modified by this Agreement, territorial insurance benefits uniformly available to full-time Bargaining Unit members as of the date of signing of this Agreement shall continue to exist during the term of the contract unless specifically modified by territorial legislation. The University contributes toward the cost of health insurance for each member enrolled under the Group Health Insurance program. The University and the member will continue to contribute at the same percentage as is in place at the time of ratification of this Agreement. Any proposed increases to the percentage of the employee contribution during the term of this Agreement shall be negotiated between the parties prior to implementation. If negotiations are not successful within 30 days of notice of intent to change, the mediation procedures outlined in Step Two- Mediation of the Grievance Procedure of this Agreement will be pursued.

Employees enrolled in the Group Health Insurance program that separate from active employment are eligible to participate in COBRA. The separating employee is responsible for payment of elected premiums for coverage. Members who fulfill their contractual obligations for the academic year to the University, and duly notify the University no later than February 1st of that academic year that they will not be returning for the subsequent academic year, will be eligible for special summer health insurance coverage. The University will reimburse such member who elects COBRA coverage an amount equivalent to what the University's contribution to Group Health Insurance coverage would have been from the end of the Spring Semester to the beginning of the Fall Semester, had the employee continued in active employment with the University. This amount of coverage will be equal to but shall not exceed the coverage and the cost to the University had the member continued employment with the University.

8.11.2 Group Total Disability Insurance

To help alleviate the financial burdens associated with long-term illnesses, the University will furnish a group total disability insurance policy to each member who has been employed for at least one academic year. The University will pay the entire cost of this policy. If future financial circumstances dictate that the University requires members to contribute toward a portion or all of this benefit during the term of this Agreement, any proposed changes will be negotiated between the parties before implementation, and members will be given the opportunity to opt out of this coverage.

8.12 Government Employees Retirement System – GERS Disability Retirement

GERS participants should contact GERS for details about their eligibility for and the availability of disability retirement benefits.

8.13 Basic Life and Accidental/Death and Dismemberment

The University offers a comprehensive Group Life and Accidental Death and Dismemberment Insurance Program. Details of plan coverage are available in the form of a handbook provided by the carrier, which may be obtained from the Benefits Administration Office.

New members must enroll in the insurance program within thirty (30) calendar days of their initial appointment. If a member fails to enroll within the initial eligibility period, he may be disqualified for coverage under the program. Every member enrolled in the plan receives \$10,000 worth of life insurance coverage paid for by the University. Additional coverage may be purchased by the member.

As a condition of participation, all members must enroll in the University's group health insurance program to qualify for Life Insurance.

8.14 Workers' Compensation

All members are entitled to benefits under the workers' compensation law of the Virgin Islands.

8.14.1 Reporting Injuries

It is the responsibility of the member and his or her supervisor to immediately report any injury which occurs on the job to the University. The following procedures must be followed:

1. Notification must be made by the injured member within forty-eight (48) hours of the injury.
2. An Employer's First Report must be filed within eight days after receipt of notice from the injured employee by the University's Benefits Administration Division or Human Resources Officer.

3. Claims for compensation must be filed in the Workers' Compensation Division by the employee within 60 days of the date the injury occurred

8.14.2 Use of Leave

Members may use their accumulated sick leave to continue to receive a full paycheck for any period of time that they are unable to report to work because of a work-related injury.

8.15 Tuition Remission Program

8.15.1 General Statement

The University supports and encourages employees to develop themselves through academic, professional, and/or personal enrichment courses. UVI also provides these benefits, where applicable, to spouses and dependent children of eligible employees. The University offers this benefit program at its discretion and will periodically review the program within the context of fiscal realities to determine, from time to time, whether adjustments to the policy are warranted.

8.15.1.1

Tuition remission is a benefit that waives tuition for courses, graduate or undergraduate, taken at UVI by full-time University employees (faculty and staff), their spouses, and their eligible dependent children. To be eligible for tuition remission for any course, credit or non-credit, the student must either be accepted and matriculated for a UVI degree or registered in a course (s) for professional enhancement purposes.

8.15.1.2

Faculty, executive staff, and administrative staff, and the spouses and eligible dependent children of faculty may benefit from this policy immediately upon the employment of faculty with the University.

8.15.1.3

An eligible spouse is defined as the legally recognized wife or husband of the University employee. An eligible dependent is defined as a natural born child, legally adopted child, or stepchild, who is under the age of 25 years, unmarried, and eligible to be claimed as a dependent on the employee's income tax return in the tax period in which the tuition is waived.

8.15.1.4

Eligibility for all faculty, spouses, and dependent children under this policy ceases at the end of the semester in which the employee terminates employment with the University whether voluntarily or involuntarily; except in cases where the employee retires under an approved University plan, dies or becomes totally disabled during service, in which case eligibility shall be determined by the UVI Policy Manual Tuition Guidelines for deceased and retired employees.

8.15.1.5

Faculty may take up to three undergraduate courses per semester (not to exceed nine credits) or two graduate courses per semester (not to exceed six credits), paid for by the University. Spouses and dependent children may carry a full-time load, paid for by the University. Courses may also be taken during the summer session.

8.15.1.6

Faculty should make every effort to take classes during non-working hours.

8.15.1.7

Tuition remission shall not apply to application/registration and other fees, room and board charges, textbooks and supplies, or any other cost of instruction or associated fees.

8.15.1.8

Eligible University employees, their spouses, and dependents, as applicable, should register for courses through normal registration channels; provided however, that they must register on the last date established for registration without penalty.

8.15.1.9

Any full-time dependent applying for tuition remission must first apply for the Free Tuition Scholarship.

In the event that the full-time dependent is not eligible for free tuition, as determined by the University, they will then utilize the Tuition Remission approach.

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Full-time Freshmen students will be allowed to register during regular registration using tuition remission benefits. All others must register on the last date established for registration without penalty in accordance with Article 8.15.1.8.

8.15.1.10

Faculty must verify eligibility of spouses and dependent children by providing certified copies of marriage certificate, birth or adoption certificate, and Federal income tax form listing the child as a dependent or proof of legal guardianship, as applicable, to the Human Resources Department. Employees are required to report any changes in eligibility status of spouses or dependents to the Human Resources Office within thirty (30) days of such change.

8.15.1.11

If a course becomes oversubscribed, preference will be given to paying students. Similarly, if a course becomes undersubscribed, it shall be within the sole discretion of the University to cancel the course for that particular semester or summer session. Beneficiaries under this policy shall not be counted in determining if class size is sufficient for a course to be offered.

8.15.1.12

Faculty who are on approved leave (but not for disciplinary purposes and up to a maximum of two years) may complete the semester in which they are currently enrolled. Spouses and eligible dependents may continue to take courses during this period unless otherwise prohibited by the University.

8.15.1.13

To maintain eligibility, faculty, their spouse, and their dependent children must comply with all of the applicable provisions of this policy and maintain good academic standing as defined by the University's catalog. Students who are not in good academic standing will not be eligible to receive tuition remission until they regain good academic standing. Tuition remission will not be extended to employees, their spouses, or eligible dependents for enrollment in any course(s) previously failed.

8.15.1.14

An eligible spouse or dependent must complete a degree course of study within eight (8) years for a Bachelor's degree and five (5) years for a Master's degree from the first date of

enrollment in the specified degree program. Courses otherwise deemed for professional enhancement purposes may be taken for as long as the eligible employee remains within the employ of the University.

8.15.1.15

By participating in this program, the faculty, spouse, and dependent children agree to abide by the provisions of this policy. In the event the information in the application is misrepresented, the employee will be responsible for refunding the full tuition awarded under this policy to the University and misrepresentation may be grounds for termination.

8.16 Tuition Exchange Program

8.16.1 General Statement

The University of the Virgin Islands recognizes that dependents of eligible faculty may desire to attend another institution that is a member of Tuition Exchange, Inc., for purposes of continuing their studies. Tuition Exchange, Inc. is a nonprofit national organization based in Washington, D. C. which records exchange scholarships, enrolls interested colleges and universities as members, prepares and distributes membership list, and develops and implements policies that promote balanced exchanges. The University also believes that this program may serve as an aid in the recruitment and retention of faculty. Any proposed changes to this benefit during the term of this agreement shall be negotiated between the parties prior to implementation. If negotiations are not successful within 30 days of notice of intent to change, the mediation procedures outlined in Step Two-Mediation of the Grievance Procedure of this Agreement will be pursued.

8.16.1.1

Although UVI may from time to time participate in the Tuition Exchange program, eligible dependent(s) should note that these entities are independent agencies and any participation in these programs is subject to the policies and regulations governing the entities (Tuition Exchange Inc, receiving institution, sending institution). Additional information about these programs may be obtained from the University's Tuition Exchange Coordinator.

8.16.1.2

Dependent children of an eligible faculty may participate in the Tuition Exchange program with the understanding that only the cost of tuition remission at UVI will be awarded to the

student provided that they meet the regular admissions requirements of the importing University.

8.16.1.3

The University reserves the right to limit the number of Tuition Exchange opportunities (or awards) it offers. It is also the goal of the University to maintain the required balance between the number of students it sends out and the number it brings in. Students must at all times meet the institution's standards for academic performance and personal conduct.

8.16.1.4

Participation in the Tuition Exchange program may run for a maximum of four years per degree program per dependent. Participation in the Tuition Exchange program will be terminated if the eligible faculty retires or terminates employment at the University.

8.16.1.5

Only one person from each eligible faculty household may take advantage of the Tuition Exchange program at any one time. Dependent children of an eligible employee cannot receive the benefit in direct succession of another dependent of the said eligible employee. There will be a waiting period of two years for eligible faculty whose dependent has completed the Tuition Exchange program before such faculty may apply for another dependent. All required participation fees as applicable to the student, shall be borne by the eligible faculty.

ARTICLE 9: PENSIONS

9.1 Retirement Age

There is no mandatory retirement age. Faculty will be allowed to work as long as they meet normal performance expectations and will be allowed to retire at a time of their choosing in accordance with the policies of the retirement program in which they elect to participate, either the Teachers Insurance and Annuity Association (TIAA) or the Government Employees Retirement System (GERS).

9.2 Government Employees Retirement System – GERS

All full-time members on regular appointments, who have completed 30 days of continuous government or university service, are eligible to participate in GERS. The University does not set any policies concerning the operation of the retirement program.

The appropriate enrollment application forms should be completed at the time of orientation and will remain on file in the University's Human Resources Office. Contribution will begin on the next available payroll following enrollment in the retirement program.

Contribution rates to GERS are established and amended in accordance with Virgin Islands law. The benefit at time of retirement is based upon the member's age, years of service and salary history.

9.3 Teachers Insurance and Annuity Association– TIAA

All full-time members who have completed 30 days of employment with the University are eligible to participate in TIAA. The appropriate enrollment form should be completed at the time of orientation and will remain on file in the University's Human Resources Office. Contributions will begin on the next available payroll period following enrollment in the retirement program.

Currently, the University contributes the equivalent of 14.5% of the employee's salary, and the employee contributes 8% of his salary. Any proposed changes to the percentage of the employee contribution during the term of this Agreement shall be negotiated between the parties prior to implementation. If negotiations are not successful within 30 days of notice of intent to change, the mediation procedures outlined in Step Two—Mediation of the Grievance Procedure of this Agreement will be pursued.

9.3.1 Loan Program

The University participates in the TIAA Group Supplemental Retirement Account Loan Program which provides eligible employees with loans of up to \$50,000. Employees interested in this benefit should contact TIAA to determine their eligibility.

9.3.2

Retired faculty may elect to change their beneficiary and contributions distribution.

ARTICLE 10: SUMMER SESSION AND INTERSESSION

10.1 Summer Teaching Assignments

Before assigning Summer contracts for instruction, the Academic Supervisor or Unit Manager shall inform full-time members of their Academic Unit of opportunities to teach courses for Summer contracts, including online courses. These opportunities to teach Summer courses shall be broadly announced, and efforts made by the appropriate administrator to fill them with qualified full-time members of their Academic Unit.

10.2 Summer Teaching Salary

Summer salary for full-time faculty is based on \$1,500 per teaching credit hour for up to eight credit hours or two courses per summer session (the lesser teaching credits of the two). Teaching credit hours in excess of eight or two courses per summer session are paid at the appropriate part time rate although overloads are discouraged and subject to administrative review. Courses with enrollments below 10 students are subject to administrative review and may be either cancelled or the salary may be prorated. Courses enrolled above capacity are also subject to administrative review and additional compensation and/or teaching support shall be awarded as stated in the Low Enrolled and Over Enrolled Courses at Article 7.5.1.3.

Compensation for classes approved with less than the minimum number of students specified (10 students for undergraduate classes, 5 students for graduate classes), will be on the basis of the following:

Class Size	Undergraduate Course Compensation per credit	Graduate Course Compensation per credit
9	\$1,350	
8	\$1,200	
7	\$1,050	
6	\$900	
5	\$750	
4	\$600	\$1,200
3	\$450	\$900

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2	\$300	\$600
1	\$150	\$300

ARTICLE 11: COMPENSATION

The Faculty Compensation program shall be based on three principles of compensation; 1) a market-based minimum Base Salary, 2) recognition of service through a Longevity Adjustment, and 3) a Performance Bonus based on criteria agreed upon by the faculty in a Academic Unit, the Unit Manager, and the Provost. This Agreement sets the Total Minimum Pay of a member of the Bargaining Unit but we encourage the University to pay members in excess of this minimum.

11.1

Base Salary shall be calculated from the College and University Professional Association for Human Resources (CUPA-HR) Annual Report of faculty salaries by two-digit CUPA-HR classification by discipline and rank. The minimum shall be 80% of the average of public and private institution salaries for each discipline and rank. All new hires will start at or above the Base Salary then in effect for that rank and discipline.

11.2

Longevity Adjustments will be for the completion of 5, 10, 15 and 20 years (service plateaus) of service as Full-time Teaching Faculty.

11.3

For Base Salary, Longevity Adjustments, and Bonus Pool funds will be budgeted over the contract period according to the following schedule. New hires' initial contract shall be at or above the minimum salary then in effect for their discipline and rank.

	Minimum Salary Adj	Bonus Pool	Effective Date
Fiscal Year 2020-2021	0%	0%	10/01/2020
Fiscal Year 2021-2022	1.5%	0%	10/01/2021

11.3.1

If the overall budget must be cut due to reductions in government funding, lower enrollment, or a reduction in revenues this budget item would be adjusted by the same percentage as the overall budget reduction.

11.3.2

The funds available will be applied according to the following priorities:

Base Salary will be adjusted to CUPA based minimum (11.1). If there are not sufficient funds to bring everyone's Base Salary to the minimum, available funds will be applied to Base Salary increases on an equitable basis (percentage basis). If additional funds are available after Base Salary increases, then they will be applied to Longevity Adjustments for faculty who are newly eligible for the adjustment. If additional funds remain available, they will be applied to Across-the-Board increases (See Articles 11.7 and 11.8).

11.4 Biennial Adjustments

11.4.1 Base Salary Calculation

11.4.1.1

The most recent CUPA report will be used to recalculate the Base Salary. If for some reason there is a reduction in the survey data a faculty member's Base Salary will not be lowered, instead it will be maintained at the current level.

11.4.1.2

The timing of the biennial adjustments:

11.4.1.2.1

Evaluations are completed by December of the current academic year (Table 1 under Article 4.8.6).

11.4.1.2.2

CUPA-HR Annual Salary Survey Report used for adjustment is published in April of the year of adjustment.

11.4.1.2.3

UVI-AAUP and Management will share the cost of the CUPA- HR report and collaborate in the calculation of the new Base Salary.

11.4.1.2.4

The representatives of the UVI-AAUP and Management will complete the calculation by May 31st.

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11.4.1.2.5

The adjustment to the salaries shall take effect at the beginning of the next fiscal year.

11.4.2

Longevity Adjustment is added to the Base Salary in recognition of service to the University as a member of the Bargaining Unit.

11.4.2.1 Eligibility

All members of the Bargaining Unit will qualify to receive a Longevity Adjustment based on their “Service Period” defined as the number of completed years of service to the University as a member of the Bargaining Unit . Members with full-time teaching service prior to UVI-AAUP representation will have their prior service recognized.

11.4.2.2 Calculation of adjustment

11.4.2.2.1

The adjustment is based on the Service Period in the Bargaining Unit and is applied beginning the sixth year of service.

11.4.2.2.2

The adjustment will be added to the Base Salary once a member of the Bargaining Unit completes 5, 10, 15, or 20 years of service in the Bargaining Unit .

11.4.2.3

Longevity Adjustment calculation is based on the Service Period:

Years of Service Completed	Percent Added to Salary
Less than five (5) years	0.0%
Five (5) years	2.0%
Ten (10) years	4.0%
Fifteen (15) years	6.0%
Twenty (20) years	8.0%

11.4.2.4

If a member of the Bargaining Unit leaves the employment of the University and then returns as a member of the Bargaining Unit; prior service will not be recognized, and the Service Period will be reset to zero.

11.4.2.5

If a member of the Bargaining Unit remains in the employment of the University in a position outside of the Bargaining Unit, and then returns as a member of the Bargaining Unit, prior service as a member of the Bargaining Unit will be recognized.

11.4.2.6

Administrators who hold faculty rank and were never part of the Bargaining Unit will earn service time toward the Service Period only when they become a member of the Bargaining Unit.

11.4.2.7

University staff members who upon resigning from their staff position then become a member of the Bargaining Unit shall only then begin accumulating service time that will count toward their Service Period.

11.4.2.8

If a member's current salary exceeds the Base Salary plus Longevity Adjustment, the member will be eligible only for an Across-the-Board increase, if any.

11.4.3 Performance Bonus

The performance bonus will be paid using the performance categories in Table 11.4.3.1 and the allocation method in Article 11.4.3.2. Bonuses will be paid prior to April 30th of the applicable academic year.

11.4.3.1

Categories of performance and the associated performance points used to calculate bonus amount are shown below:

Table 11.4.3.1

Performance Rating	Performance bonus points
Unsatisfactory – does not meet minimum performance criteria	0
Satisfactory – meets minimum performance criteria	0
Good – exceeds minimum performance criteria in some areas	1
Very Good – exceeds minimum performance criteria in most areas	2
Excellent – exceed minimum performance criteria in all areas	3

11.4.3.2

Performance bonuses will be calculated as follows:

1. A table such as Table 11.4.3.2 shall be used to calculate the amount of pool dollars each performance level is to receive
2. “Points” are from Table 11.4.3.1 above
3. “#Faculty” is the number of faculty that earned the points
4. “Weight” is the “Points” times “#Faculty” in each category
5. “Percent of Pool” is the group’s percent of total points for all groups (in the example table this total is 80)
6. “Dollars” is the “Percent of Pool” times “Pool funds available”
7. “Individual Bonus” is the “Dollars” divided by “#Faculty” in that group (in the table “Good” performance this is 16,250 divided by 20 faculty)

Table 11.4.3.2 – Example of pool calculation with \$65,000 in funds.

Funds Available: \$65,000

	Points	#Faculty	Weight	Percent of Pool	Dollars	Individual Bonus Amount
Unsatisfactory	0	1	0	0.00%	\$ -	\$ -
Satisfactory	0	50	0	0.00%	\$ -	\$ -
Good	1	20	20	25.00%	\$ 16,250.00	\$ 812.50
Very Good	2	15	30	37.50%	\$ 24,375.00	\$ 1,625.00
Excellent	3	10	30	37.50%	\$ 24,375.00	\$ 2,437.50
		96	80	100.00%	\$ 65,000.00	

11.4.3.3

If performance evaluations are not conducted due to administrative oversight, weather emergency, or lack of data beyond the control of faculty, then the Performance Evaluation from the previous year shall be used to calculate the Performance Bonus.

11.4.3.4

If performance data is not available due to a faculty member not filing a Record of Activities (ROA) then that faculty member shall receive no performance bonus. Members must file a Record of Activities (ROA) to be eligible for a Performance Bonus.

11.4.3.5

In order to qualify for the Performance Bonus, Schools or Colleges must have an approved performance evaluation system. Each School or College will develop performance criteria consistent with their field in collaboration with faculty in the Academic Unit, the Unit Manager, and the Provost.

11.5 Promotions in rank

A faculty member who is promoted to a higher academic rank will have his/her salary adjusted to at least the Base Salary for the new rank. Longevity adjustment and performance bonus will be calculated as prescribed above in Articles 11.4.1 and 11.4.2. The newly calculated total salary will go into effect at the beginning of the semester following Board of Trustees approval of the promotion.

11.6

The Total Minimum Pay of a member of the Bargaining Unit shall be calculated as “Base Pay” plus “Longevity Adjustment” plus “Performance Bonus.”

11.7

Members of the Bargaining Unit whose current pay is in excess of the Base Salary may receive an Across-the-Board minimum increase. This increase is calculated based on funds available after Base Salary and Longevity Adjustments are made.

11.8

Across-the-Board Minimum Increase is defined as: A minimum percentage increase to a member’s current salary provided he/she has more than one year of service in the Bargaining Unit. For example, if the Across-the-Board minimum increase percentage is 1.5% and the total calculated increase is 1.0%, the member will receive the 1.5% Across-the-Board minimum increase.

11.9

Members of the Bargaining Unit who have been employed less than one year will receive no adjustments.

11.10

Funds available for adjustments of faculty salaries shall be allocated first to Base Salary Increases, then to Longevity Adjustment, then to an Across-the-Board minimum increase. Performance Bonus funds, when made available, will be used for that purpose only.

ARTICLE 12: GRIEVANCE PROCEDURE

12.1

The parties agree that all problems should be resolved whenever possible before a filing of a grievance, and they encourage open communication between Management and members of the Bargaining Unit so that resort to a formal grievance will not normally be necessary. The parties further encourage the informal resolution of grievances at the lowest possible level, i.e. first with the person with whom the grievance is against, and if no resolution is reached, with person's immediate supervisor.

The purpose of this Article is to promote an efficient procedure for the investigation and resolution of complaints and grievances.

12.1.1 Grievance

For the purpose of this Agreement, a "grievance" is defined as a complaint, dispute, or controversy between the parties, as to the interpretation, application, or compliance with the provisions of this Agreement. The following procedure, including mediation and arbitration, may be initiated by either party and shall be the exclusive means of settlement of all grievances arising under this Agreement.

Grievances involving sexual misconduct are referred to the process as defined in Article 3.

12.2 Grievant

The term "grievant" shall mean a member, and/or a group of members of the Bargaining Unit, and/or UVI-AAUP, or Management, who has filed a grievance as defined in this Article.

12.3 Time Limits

The time limits indicated herein shall be considered maxima unless extended by mutual agreement in writing. When time limits fall within intersession, any initial request for time extension by either party shall be granted for up to ten workdays from the next faculty return date

In computing calendar days pursuant to this Article, the first calendar day shall be the first full day following the filing of the grievance or the prescribed action.

12.4 Representation

By this Agreement, UVI-AAUP shall have the right to represent any member in grievances filed hereunder, provided members may elect to represent themselves or be represented by legal counsel. If a member covered by this Agreement elects not to be represented by UVI-AAUP, the member shall so indicate in writing to UVI-AAUP and Management. If a member elects self-representation or representation by legal counsel, a UVI-AAUP representative shall nevertheless be present at all stages of the formal grievance for purposes of fulfilling UVI-AAUP's obligations, and Management shall copy UVI-AAUP in all communications regarding the grievance, and notify UVI-AAUP in advance of all meetings or hearings. Resolution of any individually processed grievance shall be consistent with the terms of this Agreement. UVI-AAUP shall provide the President with an up-to-date list of authorized grievance representatives at the beginning of each academic year and shall promptly notify the President of changes during the year.

12.5 Formal Grievance Procedure

12.5.1 Filing

Both parties encourage the informal resolution of grievances; however, all grievances shall be filed as soon as possible after the failure of the informal efforts at resolution, but no later than the end of the semester following the semester in which the action being grieved occurred or after the grievant becomes aware of the event. Any grievance which is not presented within the aforementioned time limits shall be considered waived. An exception to this provision is that for a grievance involving a continuing issue, the grievant may file the grievance at any time that he/she determines that the grievance will not otherwise be resolved and has become intolerable.

12.5.2 Grievance Statement

A formal grievance is a concise written statement, signed by the grievant, and should include the following:

- 1.) a statement of the action being grieved,
- 2.) the specific terms of this Agreement or other approved policy alleged to have been violated,
- 3.) a statement of the relief sought.

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The grievant should include copies of relevant documents and other supporting materials with the filing of the grievance. All formal grievances by members of the Bargaining Unit, or by UVI-AAUP, shall be submitted to the Provost or designee, with copies to the Executive Committee of UVI-AAUP, and to the person against whom the grievance is being filed. Grievances against the Provost must be submitted to the President or designee, with a copy to the Provost and the Executive Committee of UVI-AAUP. Grievances by Management against UVI-AAUP shall commence at Step Two in the grievance process.

12.5.2.1

UVI-AAUP or Management may request in writing the postponement of any action in processing the grievance for a period of up to 20 calendar days for the purpose of informally resolving the grievance. The extension shall be granted. Additional extensions may be granted by mutual agreement of the parties. Any settlement, withdrawal, or disposition satisfactory to the grievant at this informal stage shall not constitute a binding precedent in the disposition of other similar complaints or grievances, but shall be the final resolution of the particular grievance.

Upon the expiration of the initial postponement period and any extensions, the grievance will automatically proceed to Step One (below), if not settled.

12.5.3 Step One

The Provost or designee shall conduct a conference with the grievant, the UVI-AAUP representative, and the individual against whom the grievance is filed or who is designated as most centrally involved in the grievance. If the grievance is against the Provost, the President or designee shall conduct a conference with the grievant, the UVI-AAUP representative, and the Provost. This conference shall occur no later than ten (10) workdays following: (1.) receipt of the grievance if no postponement is requested; or (2.) expiration of any postponement or extension. The Provost or designee, or in the case of a grievance against the Provost, the President or designee, shall receive witness testimony, evidence and arguments in support of and in defense against the grievance. A written decision shall be issued within ten workdays following the conclusion of the conference.

As an exception to the above process, in any grievance involving the non-reappointment of a faculty member for performance, the denial of sabbatical leave or a claimed violation of academic freedom, the Provost will, prior to conducting the Step One conference, first refer the case to a hearing panel for its recommendation on the grievance. If the grievance

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is against the Provost, the President or designee will, prior to conducting the Step One conference, first refer the case to a hearing panel for its recommendation on the grievance.

Promotion and tenure decisions are academic judgments which Management is charged by law with making, and this grievance procedure cannot be used to substitute the judgment of any individual, group, or entity for that of Management. The substance or merit of Management's decisions on tenure and promotion cannot be grieved; tenure and promotion decisions can be grieved only on procedural grounds, if the grievant alleges that the decision was given inadequate consideration, or that the procedure followed was not in accord with the provisions of this Agreement, or involved illegal discrimination, or involved a violation of the grievant's academic freedom. The sole remedy available in grievances involving tenure and promotion decisions shall be reconsideration of the decision by Management.

If the grievance is against the Provost, the President or designee will, prior to conducting the Step One conference, first refer the case to a hearing panel for its recommendation on the grievance. The denial of tenure may be appealed directly to the Board of Trustees.

The hearing panel shall consist of the following: one (1) Bargaining Unit member appointed by the UVI-AAUP Executive Committee; one (1) Bargaining Unit member appointed by the Faculty Chair; and two (2) members of the UVI administrative staff, at least one with faculty rank, appointed by the Provost (or by the President when the grievance is against the Provost), who are not involved with, nor report directly to the party or parties involved in the grievance. The hearing panel member appointed by the Faculty Chair shall be responsible for calling the first meeting at which a Chair of the panel shall be decided upon by the members of the panel.

The Provost or designee, or in the case of a grievance against the Provost, the President or designee, shall forward a copy of the grievance to the Chair of the Faculty within five (5) workdays of receipt of the grievance. Within ten (10) workdays thereafter, the Chair of Faculty, the Provost and UVI-AAUP shall select the panel members and notify one another of their selections.

The panel shall be convened within ten (10) workdays of the appointment of the panel members. At this initial meeting, the panel will begin its review of the grievance. The panel shall meet with the grievant and a representative of UVI-AAUP to hear the grievance allegations. The panel shall meet separately with the Academic Supervisor, Unit Manager or director involved in the decision giving rise to the grievance. Follow up meetings with the grievant and the Academic Supervisor and/or Unit Manager and/or director will be held

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by the panel if the panel determines that more information is needed. Follow up meetings may be separate, or may include the grievant, a representative of UVI-AAUP and the person against whom the grievance is filed, provided all parties agree. The panel may also request additional documentation from either party. The panel shall state its opinion as to whether or not the Collective Bargaining Agreement has been violated in any way in view of the bases for grievances set forth in this Agreement.

The panel shall also make a written recommendation, incorporating its reasoning, to the Provost or designee as to the disposition of the grievance within 20 calendar days of the convening of the panel. The recommendation should outline whether or not terms of the Agreement have been violated, outlining what those terms are. A copy of the panel's recommendation shall be supplied to the grievant, UVI-AAUP and the Provost or designee, or to the President in instances where a grievance is filed against the Provost. Within 20 calendar days of receipt of the panel's recommendation, the Provost or his or her designee shall hold a meeting with the grievant and the UVI-AAUP representative. The Provost may, at his or her discretion, have another administrator or staff member present at such meeting. Members of the hearing panel may also attend and participate in such meeting. If the recommendation of the grievance hearing panel is rejected, the Provost or designee or President or designee shall include a written rationale for rejecting the hearing panel's recommendations.

12.5.4 Step Two- Mediation

If the grievant is not satisfied with the Step One decision, UVI-AAUP may within five (5) workdays after receiving the decision submit a written request to the Public Employees Relations Board (PERB) to refer the matter to mediation, and provide a copy to the University. In the case of a grievance by Management against UVI-AAUP, the University will submit a written request to the PERB to refer the matter to mediation, with a copy to the UVI-AAUP Executive Committee. The parties agree to abide by the rules and procedures for mediation, as approved by the PERB.

In the event a grievance remains unsettled after going through the mediation process, UVI-AAUP, or, in the case of a grievance by Management against UVI-AAUP, the University, may proceed to arbitration, which shall be final and binding on the parties. UVI-AAUP shall have the exclusive right on behalf of the Bargaining Unit member to invoke arbitration through the PERB. The party initiating arbitration shall notify the other party in writing of its intent to take the grievance to arbitration.

12.5.5 Step Three - Arbitration

In the event that a grievance goes to arbitration, the parties shall, within five (5) workdays after the date of the written designation of the grievance for arbitration, request from the PERB a list of names and addresses of impartial arbitrators. The parties shall then make every effort to agree to one of these persons as the arbitrator.

12.5.5.1

In the event the parties are unable to agree on an arbitrator within ten working days of receipt of the list, the parties acting jointly shall request the American Arbitration Association to provide a panel of five (5) or seven (7) arbitrators, as agreed to by the parties, in accordance with the rules and procedures of the Association. Each party within five (5) workdays of receipt of the list shall have the right to reject one entire list and request the submission of another panel. Thereafter, each party, commencing with the one seeking arbitration, shall alternately strike one (1) name from the list and the name of the person last appearing on the list shall be designated as the Arbitrator and his appointment shall be binding on both parties.

12.5.5.2

The Arbitrator's compensation and expenses shall be shared equally by the parties.

12.5.5.3

The Arbitrator shall have no jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement.

12.5.5.4

The decision of the Arbitrator shall be final and binding on both parties to this Agreement and the grievant. It shall be rendered in writing within thirty (30) calendar days of the last hearing or submission of facts.

12.6 Remedy

If the grievance is upheld, the grievance shall be remanded with a directive as to procedures to be followed.

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Unless otherwise provided in the Agreement, the preceding procedure shall constitute the sole and exclusive method used for the resolution of grievances under this Agreement.

12.6.1

Any records pertaining to a formal grievance shall be kept in the Office of the Provost, in a file separate from the grievant's official personnel file, and the University is forbidden to consider an individual's having filed a grievance in any consideration of retention, promotion, and tenure for that individual.

12.6.2

Retaliation or punitive action against any member of the Bargaining Unit for filing a grievance is prohibited.

12.7 Reservation of Individual Rights

Nothing contained in this Agreement shall be construed to limit the rights of the individual grievant or UVI-AAUP to assert claims against the Board or Management in any court or administrative agency or competent jurisdiction where such claims derive from any federal or territorial constitutional or statutory provision or regulation or from any other source, including individual agreements, unless such claims derive solely and exclusively from this Agreement.

ARTICLE 13: REPRIMAND, SUSPENSION AND TERMINATION

13.1

Discipline shall be defined as reprimand, suspension, or termination. No member shall be disciplined except for adequate cause. The parties agree that discipline should not be imposed without an investigation of the issue, notification of the charges, a description of the nature of the evidence and an opportunity for the member to respond. Discipline shall not be used to restrain members in the exercise of academic freedom or other rights guaranteed under federal and/or local law.

13.2

This Article does not cover the retrenchment of a tenured member or a non-tenured member prior to the end of a specified term. This Article does not cover a member whose employment has ended following the completion of a special or final appointment or a decision not to renew a probationary appointment.

13.3

Action under this Article may be effected by the President for (1) “adequate cause”, including “falsification of credentials” or (2) “abandonment” as defined herein. The burden of proof to sustain an action rests with the University and shall be satisfied only by clear and convincing evidence in the record as a whole.

13.4 Definitions

13.4.1 Falsification of Credentials

“Falsification of Credentials” means knowingly providing false information as a basis for employment, promotion, or tenure.

13.4.2 Abandonment

“Abandonment” means absence from scheduled duties for a period of two consecutive weeks without informing the University, unless there are documented extenuating circumstances.

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13.5

In cases of abandonment, if the member cannot be located and has failed to contact the University, the member shall be suspended without pay, pending contact for a period of three months and shall be terminated at the end of that time if all efforts for contact have failed. Such efforts shall include telephone calls to the last known number, letters posted by certified mail, return receipt requested, and attempts to contact known relatives. Termination of employment under these circumstances shall be construed as resignation. If the member is located within three months from date of suspension, the President shall evaluate the situation and shall reinstate the member or refer the matter to the discipline process.

13.6

If, after a preliminary investigation, Management believes that the conduct of a member may justify imposition of discipline, Management shall promptly notify the member with a copy to UVI-AAUP and shall investigate the circumstances surrounding the matter. At this or any subsequent stage the affected member shall have the right to representation. If the member elects not to be represented by UVI-AAUP, he shall so indicate in writing to UVI-AAUP and Management. A UVI-AAUP representative shall nevertheless participate in all stages of the process for purposes of fulfilling its obligations, and Management shall copy UVI-AAUP in all communications regarding the discipline, and notify UVI-AAUP in advance of all meetings or hearings.

If a member refuses to participate at any stage of the disciplinary process, the procedures shall go forward based on such evidence and testimony as are available.

13.7

If an appropriate investigation indicates a member may be a danger to persons or property, the Provost, on behalf of Management, may immediately suspend the member. The member may challenge the said suspension through the grievance procedure starting at Step One.

13.8

Following the investigation in Article 13.6 and prior to the imposition of any discipline, Management shall give notice to the member of the pending charges and sanctions. Management shall provide the nature of the evidence and afford the member the opportunity to respond to the charges.

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At this point, upon the request of the member, confidential discussions between the Provost or designee and the member concerning possible resolution of the matter shall occur.

13.8.1

If settlement is achieved at the meeting, the issue shall be deemed resolved. A statement of the terms of the mutual settlement shall become part of the member's personnel file, if the member so requests. Such settlement shall not be inconsistent with the terms of this Agreement.

13.8.2

If no mutually satisfactory resolution is reached within three weeks, either the charge shall be withdrawn, or the Provost shall proceed with the imposition of the sanction.

13.9

If the sanction is a reprimand, it shall be placed in the member's personnel file and a copy sent to the member. The reprimand shall carry the date, if any, of planned removal from the member's personnel file. A member may contest the imposition of a reprimand and the prescribed time it will remain in the member's personnel file through the grievance process. A reprimand after its expiration date, if any, shall be removed. This may be accomplished either by an appropriate administrator or upon the request of the member.

13.10

Except in the case of emergency actions described in Article 13.7, if the sanction involves a suspension, Management shall issue in writing intent to suspend the member without pay for a stated period. The member may contest the imposition of suspension through the grievance process filed at Step One of the grievance process.

13.11

If the sanction involves termination, Management shall send a written statement of charges framed with reasonable particularity to the affected member, the Provost or designee, and the President of UVI-AAUP. The member may contest said termination through an expedited grievance filed at Step One of the grievance process.

13.12

In cases of sanctions of reprimand, suspension, or termination, should the member decide to file a grievance, the decision of Management will stand until the grievance process is completed.

13.13 Action by the Board of Trustees

In accordance with V.I. Code Ann. tit. 17 section 457, any member dismissed or suspended by the President shall have a right to appeal to the Board of Trustees.

13.14 Terminal Salary or Notice

If the appointment is terminated, the member will receive his salary or notice in accordance with the schedule of notice to which he is entitled or, if he has tenure, for at least one year. The provision for terminal notice or salary need not apply in the event of dismissal for cause that has been sustained by the complete process of grievance as outlined in this Agreement.

ARTICLE 14: FINANCIAL EXIGENCY AND ACADEMIC REORGANIZATION

14.1

Financial exigency is defined as “an imminent financial crisis that threatens the survival of the institution as a whole and that cannot be alleviated by less drastic means than through the elimination of faculty positions and/or programs.” If the University Management believes that a bona fide financial exigency exists which may warrant a reduction in teaching faculty, or elimination of programs of instruction, they shall promptly notify UVI-AAUP.

14.2

Within five (5) days of notice provided in Article 14.1, a meeting shall be held between the University Management and the UVI-AAUP Executive Committee for the purpose of reviewing the financial exigency. The University Management shall document the problem and present alternative courses of action under consideration to alleviate it.

14.3

Within two (2) weeks after the meeting specified in Article 14.2, UVI-AAUP shall have an opportunity to present alternative plans to the University Management for alleviating the financial exigency. If there is no agreement between UVI-AAUP and the University Management on alternative(s) for alleviating the financial exigency, a UVI-AAUP representative(s) shall have the opportunity to appear before the designated subcommittee of the Board of Trustees, and the full Board, upon recommendation of the subcommittee, at the next meeting of the Board of Trustees, for oral and written presentation of alternatives for alleviating the problem.

14.4

If, after completion of the procedures set forth in Articles 14.1, 14.2, and 14.3 and after consideration of information resulting therefrom the Board determines that a bona fide financial exigency exists, it shall so declare and the following provisions of this article shall be followed in the order listed. If the exigency requires the involuntary separation of members of the full-time teaching faculty, or discontinuation or consolidation of existing programs resulting in such involuntary separation, the Provost, the UVI-AAUP Executive Committee, the Unit Managers of the affected schools or colleges, the Academic Supervisors of the affected Department(s), the Faculty Executive Committee, and a student representative appointed by the Student Government Association from each campus shall form an ad hoc committee to create a proposal to solve the problem with minimal disruption of the educational programs of the University. This plan shall be forwarded to the President in writing within thirty (30) calendar days unless an extension is expressly provided by the President. In addition, the ad hoc committee shall forward a copy of the proposal to the Faculty for a vote of approval or disapproval, the result of which will be forwarded to the President.

14.5

In the absence of a declaration of financial exigency by the Board of Trustees, if the University Management plans to reduce or eliminate faculty positions within a department, program, school, or college, or to merge or reorganize departments, programs, schools, or colleges in such a manner as to eliminate or reduce faculty positions, it shall first appoint a Program Review Committee consisting of the Unit Managers of the affected schools or colleges, the Academic Supervisors of the affected departments, a representative of UVI-AAUP, one representative from each department or program potentially affected by the proposed reduction or elimination of faculty positions, elected from within the potentially affected department or program by the faculty of the department or program, and a student representative appointed by the Student Government Association from each campus. The Program Review Committee shall review the program changes proposed by the University and prepare a report detailing the potential effects of the proposed changes on the institutional mission and established strategic priorities of the University, which shall be sent to the Faculty for a vote of approval or disapproval, the result of which shall be forwarded to the President with the Program Review.

14.5.1

Prior to any involuntary separation of full-time teaching faculty members due to financial exigency, or to academic reorganization or program reduction or elimination under Article

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14.5 above, the same or similar instructional duties performed by part-time personnel in the same department or similar program in another department shall be transferred to appropriately qualified full-time member(s) in the affected department.

14.5.2

The President, prior to any involuntary separation of full-time teaching faculty due to financial exigency, or to academic reorganization or program reduction or elimination under Article 14.5 above, shall consult with potentially affected individuals and department giving consideration to the following voluntary measures in any order: early retirement; prorated reduced load; retraining; reassignment; special sabbatical or other leave.

14.6

In all considerations of possible involuntary separation of full-time teaching faculty members due to financial exigency or program elimination or reorganization, the President shall give due regard to the University's responsibility to offer adequately staffed courses and programs in areas of student demand and societal need. If, following consultation prescribed above, the President determines that members of the full-time teaching faculty must be involuntarily separated, such separations shall be determined according to these criteria: (a) avoidance of serious distortion among and/or within academic programs and (b) avoidance of violation of Territorial and Federal nondiscrimination laws and regulations pursuant thereto. Following application of the above, involuntary separations shall be in the order listed below:

14.6.1

Non-tenured members on the basis of the length of full-time service in affected departments. Those with shorter terms of service shall be separate before those with longer terms of service. Failure to reappoint a member on a probationary appointment shall not be subject to the provisions of this article.

14.6.2

Tenured members on the basis of length of full-time service in the affected department. Those with shorter terms of service shall be separated before those with longer terms of service.

14.7

The following procedures shall govern the case of any member whose separation is recommended by the President due to financial exigency, or to academic reorganization or program reduction or elimination under Article 14.5 above:

14.7.1

Prompt notice of the recommendation to separate from employment will be given.

14.7.1.1

The member given such notice shall have the right to a hearing before the President for the sole purpose of presenting such personal information as deemed pertinent to the situation. The member may be accompanied by a representative of choice. In any event, UVI-AAUP shall be entitled to have a representative present.

14.7.2

In every case of financial exigency or discontinuance of a program or department of instruction, the faculty member concerned will be given notice as soon as possible, and never less than 12 months' notice, or in lieu thereof he/she will be given severance salary for 12 months.

14.8 Filling of Positions Terminated Because of Retrenchment

No position eliminated under this Article shall be reestablished and filled in the same Academic Unit or similar program in another Academic Unit on either a full-time or FTE part-time basis within a period of two years, unless the person who was separated and is qualified as determined by the Unit Manager after consultation with the appropriate academic area has been offered reappointment and has not accepted it. Persons who are so separated are required to keep the President informed of their address for a period of two years. Offers of reappointment shall be in inverse order of separation and shall be sent by registered mail, return receipt requested, to the address last filed with the President. Failure to accept an offer within a 30 day period of the time it was mailed by the University shall be taken to mean that the offer is rejected and the President shall be free to offer the position to another person.

ARTICLE 15: DISTANCE LEARNING

The University shall abide by historic principles of faculty input, review, and governance for alternate modes of delivery of courses and programs. This shall apply to on-ground courses and programs as well as to all alternate modes of delivery whether they be distance learning delivered by resident faculty, UVI Online delivered by resident or non-resident faculty, or any other public, or privatized contractual arrangement for delivering such instruction.

15.1 Definitions

15.1.1 Distance Learning Definition

“Distance Learning” shall refer to teaching a course where the student is not in the same location as the instructor. This includes, web based, online, video- conferencing or combination of these with some face-to-face (also known as hybrid).

15.1.2 UVI On-ground Online

Distance learning delivered in traditional 15- week semester format.

15.1.3 UVI Campus to Campus

Campus to Campus classes include students on multiple campuses connected in a real-time face-to-face video conference environment with screen sharing capabilities.

15.1.4 UVI Online

Distance learning delivered through courses and programs that are part of what is currently called “UVI Online” in 8- week semester format.

15.2 UVI On-ground Online Distance Learning Courses and Programs

15.2.1

Qualified full-time teaching faculty will be used for the delivery of On-ground Online distance learning courses or programs unless circumstances require the use of qualified part-time faculty due to schedules or lack of faculty availability.

15.2.2

The management of On-ground Online courses and programs will follow the same rules and protocol as applies to all other on-ground courses and programs as covered in the Agreement.

15.2.3

Faculty must utilize the University's existing supported learning management system (e.g. Blackboard) that is used by students unless permission to use another LMS is expressly obtained through the Academic Supervisor from the Unit Manager.

15.2.4 Office Hours

A faculty member teaching On-ground Online shall maintain the normally expected total number of office hours. In order to meet the needs of online students, some of those office hours can be online office hours to complement on-campus office hours. In semesters that a member teaches all courses through distance learning, the faculty member is required to maintain on-campus office hours in order to meet with advisees, and other students. In these semesters, the number of on-campus hours will be agreed upon with the Academic Supervisor.

15.2.5 Assignment of On-ground Online Classes

No faculty member will be required to develop or teach an On-ground Online course. Decisions to assign On-ground Online classes shall be made by the Academic Supervisor, in consultation with the faculty member.

15.2.6 Support for On-ground Online

A faculty member shall request, in writing, equipment or support needed for delivering an On-ground Online course. This includes, but is not limited to, training, equipment, or staff support needed for offering the course. If such support is not available or cannot be funded, the faculty member will not be obligated to teach the course via On-ground Online.

15.2.7

Changes to technology in support of teaching will be made in consultation with faculty members through the faculty governance committee structure.

15.2.8 Evaluation

Faculty members teaching On-ground Online will be evaluated consistent with Article 4.8.1.1 and 4.8.1.2 of this Agreement. The forms and procedure used for student and classroom evaluations for On-ground Online classes will be developed through a collaborative effort with faculty, Academic Supervisors, Unit Managers, UVI-AAUP and the Provost. To meet the classroom observation requirement in Article 4.8.1.2 the Academic Supervisor may observe those courses and/or office hours through participating in the online environment with permission from the faculty member consistent with Article 4.8.1.2 and Article 15.2.9, below.

15.2.9

Permission of the faculty member will be obtained before entering (electronically accessing) an online or hybrid class for any purpose other than technical support by university staff. The University will not access or facilitate access by others to online or hybrid classes for purposes of evaluating faculty performance or activity, except in accordance with this Agreement.

15.3 UVI Campus to Campus

Video conferencing system classes providing real-time face-to-face interaction with students.

15.3.1

Campus to Campus classes include students on multiple campuses connected in a real-time face-to-face video conference environment with screen sharing capabilities.

15.3.2

Options for Campus to Campus video conferencing include the inter-campus Video Conference (VC) system or any other real-time conferencing system that provides face-to-face interaction with students without requiring students to purchase special software or pay access fees (e.g. ZOOM).

15.3.3

UVI will provide faculty with an alternative to the inter-campus VC system (or pay access

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fees associated with using such alternative system as proposed by the University). The alternative system should be accessible by students without any special software or the payment of fees.

15.3.4

Faculty members have the option of utilizing the alternative conferencing system when VC does not support reliable delivery of the class.

15.3.5

No faculty member can be compelled to teach a course using the inter-campus Video-Conference (VC) system. Faculty who are asked to teach a course using the inter-campus VC system must be told by their scheduling supervisor that they may decline the assignment, or use an alternative as outlined in Articles 15.3.2 and 15.3.3 above.

15.3.6

A faculty member's decision(s) whether to teach a course using the inter-campus VC system will not be made part of the individual's employee file. Neither can those decisions factor, in any way, on the annual, promotion, or tenure evaluations of the individual.

15.3.7

Faculty who teach Video Conference courses are encouraged to travel to the "other" (where the faculty member does not reside) campus up to 3 times during the semester in which the VC course is taught. Unless there are extraordinary situations, the University will approve and fund this travel. If the travel is not funded by the University, the faculty member is not obligated to travel.

15.3.8

The University will provide proctored testing services for students on the "other" campus.

15.4 UVI Online

Courses and programs delivered through "UVI Online"

15.4.1

Requirements for admission of students into approved programs remains the purview of the appropriate entity that admits students to UVI On-ground programs (e.g. Access and Enrollment Services, or departments for specialized programs).

15.4.2

The University full-time teaching faculty are the full-time faculty for UVI Online and as such must approve all programs and courses.

15.4.3

Faculty members may participate, under a separate contract and outside of their normal academic load, in developing or teaching UVI Online courses for which they are qualified to teach. No faculty member is under any obligation to participate and the decision to participate or not participate may not be considered in their performance evaluation or tenure review.

15.4.4

The General Education requirements under any UVI Online program shall remain the responsibility of the full-time teaching faculty.

15.4.5

Unless contracted separately for course development, faculty members who develop an online class retain all rights of ownership of the materials so developed. At the Faculty Member's option, they may sign over the online class materials to the University.

15.4.6

Management will make available enrollment data each semester, as provided to the Board of Trustees.

ARTICLE 16: UVI-AAUP RIGHTS

16.1

UVI-AAUP shall have all the rights guaranteed to an exclusive representative of an appropriate bargaining unit certified by the PERB under the Virgin Islands Code, Title 24, Chapter 14, § 373.

16.2 Access to Services

The bargaining agent shall have reasonable access to university duplicating, printing, mail, photographic and food services, bulletin boards, facilities, telephone service, and audiovisual equipment as may be specifically requested by the bargaining agent in writing subject to the constraint that providing such services does not interfere with scheduled university activities and responsibilities. The direct costs for such services shall be reimbursed to the University either through direct provision or replacement of supplies used or by payment upon issue of a proper invoice. The bargaining agent shall indemnify the University for any damage to equipment occurring during use by the bargaining agent. Use of equipment when such use does not interfere with scheduled university activities shall be available to the bargaining agent at no cost provided that (1) the Bargaining Unit provides its own additional systems, programming and supplies, (2) the use of the equipment is in keeping with the University's Acceptable Use Policy, approved by the Board 6/15/2013. Changes to the Acceptable Use Policy shall be made in consultation with UVI-AAUP.

ARTICLE 17: RIGHTS AND RESPONSIBILITIES OF BOARD OF TRUSTEES

17.1 Statutory Responsibilities of the Board

It is recognized by all parties that, pursuant to V. I. Code Ann. tit. 17 § 453, the Board of Trustees is the body politic solely responsible for the general management and control of the affairs of the University. Unless there is an express provision in this Agreement to the contrary, nothing in this Agreement shall be construed to infringe upon the statutory rights, responsibilities, and jurisdiction of said Board, including but not limited to the right to establish duties, job requirements and qualifications of personnel; to develop educational mission; to approve educational programs; to establish new facilities; to determine staffing requirements; to determine the number and location of facilities; to determine within limitations of the Virgin Islands Code, whether the whole or any part of an operation shall continue to operate, and to promulgate appropriate regulations and policy provided that such regulations and policies shall not be exercised so as to violate any of the specific provisions of this Agreement; and in all matters properly reserved to Management to have the necessary freedom to require performance to ensure an efficient and effective operation, and to strive consistently for excellence in pursuit of the educational objectives of the Board.

17.2

The President of the University or his designated administrators have the right and responsibility for the implementation of the Board's rules and regulations subject to the provisions of this Agreement.

**ARTICLE 18: UVI-AAUP DUES AND PAYMENT-IN-LIEU OF DUES
AND CHECK-OFF**

The parties acknowledge that, in accordance with V.I. Code Ann. tit. 24, §373 (d), UVI-AAUP is authorized to collect dues from members and payment-in-lieu of dues from non-members. It shall be a condition of employment that each employee covered by this Agreement shall, as of the date of execution of this Agreement, or the employee's effective date of employment within the Bargaining Unit, whichever is later, commence and continue to pay to UVI-AAUP either dues or payment-in-lieu of dues. A payment-in-lieu of dues shall be as provided in 24 V.I.C. §373(d), an amount equal to the costs to UVI-AAUP for representation purposes proportioned among the members of the Bargaining Unit or an amount equal to the dues of a member, whichever is less.

The University agrees to establish and maintain a check-off procedure whereby it shall make monthly payroll deductions of regular UVI-AAUP membership dues and amounts, as determined by UVI-AAUP, representing payments-in-lieu of dues on the basis of individually-signed check-off authorization cards. Deductions on the basis of authorization cards submitted to the University by the 12th of the month shall commence with respect to dues and payments-in-lieu of dues deductions for the month in which the University receives authorization. Authorization cards received after the 12th of the month shall commence with respect to dues or payment-in-lieu of dues on the following month.

All sums deducted shall be transmitted to UVI-AAUP within 30 days, together with an itemized statement showing the name of each paying employee, the amount deducted therefrom, and the period for which the deduction is made.

The University will discontinue deducting dues or payments-in-lieu of dues when an employee is no longer a member of the Bargaining Unit.

The University shall notify UVI-AAUP within 30 days of the hire of an employee in any position in the Bargaining Unit.

ARTICLE 19: MEET AND DISCUSS

19.1

Upon either party's request, the President or designee and the UVI-AAUP President or designee shall meet at least monthly at a mutually agreeable time and place to discuss matters of concern, unless they agree otherwise. Special meetings may be called in emergency situations at times mutually agreeable to the parties. These same procedures and time limits shall also apply to the Provost and the President of UVI-AAUP.

In addition, representatives of UVI-AAUP shall be entitled to appear, upon request, before the Finance and Budget Committee of the Board on matters related to terms and conditions of employment after submitting a brief written statement of their concerns and obtaining an approved agenda schedule. Similarly, UVI-AAUP shall be entitled to appear on the same basis and under the same conditions as other duly authorized organizations before any appropriate Board committee. The parties understand and agree that such meetings shall not constitute or be used for the purpose of collective bargaining negotiations.

19.2

The University and UVI-AAUP agree to recognize the designated representatives of each for the purposes of collective negotiations, such designation to be made in writing by each party to the other. This designation shall not preclude others, in reasonable numbers, from attending the collective negotiations at the invitation of either party for the purpose of providing factual knowledge or expertise with respect to a particular subject for collective negotiations.

ARTICLE 20: CURRENT PRACTICES

The parties agree that any current practice, policy, or benefit that has not been addressed in the Agreement shall be maintained, provided it is not in conflict with this Agreement. During the life of this Agreement, no new practices or policies which affect the condition of employment of the Bargaining Unit members may be initiated without prior discussion with UVI- AAUP

ARTICLE 21: NO STRIKES OR LOCKOUT

The UVI-AAUP, on behalf of its officers and members, agrees not to engage in a strike or other interruptions of work during the term of this Agreement or during the negotiations for a successor Agreement.

The University agrees not to lock-out members of the unit during the term of the Agreement or during negotiations for a successor Agreement.

ARTICLE 22: SEPARABILITY

In the event that any provision of this Agreement, in whole or in part is held to be illegal, void, invalid, or unenforceable by any court of competent jurisdiction, all of the remaining terms, conditions and provisions of this Agreement which are not rendered meaningless, inoperable, or ambiguous as a consequence of the judgment shall remain in full force and effect. In that event the parties shall, upon the request of the Board or UVI-AAUP, commence immediately to negotiate substitute provisions for all such affected provisions. If the legal impediment to the enforcement of the original contract provision(s) is removed prior to agreement on substitute provisions, the original provision(s) shall immediately become effective.

ARTICLE 23: MINIMUM TERMS

This Agreement states the minimum terms and conditions for employment of a member of the Bargaining Unit, and the Board shall not employ Bargaining Unit members on terms other than those stated herein without the written consent of the affected individual and UVI-AAUP.

ARTICLE 24: TERM OF AGREEMENT

This Agreement represents the results of collective bargaining and shall be in effect for 2 years from the later date on which it is ratified by the UVI- AAUP membership and by the UVI Board of Trustees.

The parties further agree that negotiations for a successor collective bargaining agreement shall commence 90 days prior to the expiration of this Agreement. Prior to the commencement of negotiations, the parties shall exchange proposals with respect to any provisions of this Agreement as to which modification will be sought, as well as any proposals for new articles or sections. The parties further agree that should they be unable to reach agreement on any of the open issues, the parties shall request mediation on or before 30 days prior to the expiration of this Agreement.

ARTICLE 25: DISTRIBUTION OF AGREEMENT

The Board shall arrange to have this Agreement printed within 90 days of approval in suitable form. An electronic copy in a portable document format (PDF) will be distributed to all members of the Bargaining Unit and Management representatives. The Board will further place 2 copies in the University's libraries for reference purposes. The Agreement shall also be available online at the University website.

At the time of initial printing, the Board also agrees to publish a reasonable number of additional copies at the request of the bargaining agent, for which reimbursement at cost will be required from the bargaining agent. The precise format to be used will be determined by the Board in consultation with the designated representative of UVI-AAUP and will be in compliance with local requirements for printing and publications.

**THE UNIVERSITY OF
THE VIRGIN ISLANDS:**

Camille A. McKayle, PhD
Chief Negotiator
Provost and Vice President for
Academic Affairs

David Hall, SJD
President

Henry C. Smock, Esq.
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