AGREEMENT

between

VERMONT STATE COLLEGES

PART-TIME FACULTY FEDERATION,

LOCAL 3180,

UNITED PROFESSIONS OF VERMONT – AFT

and the

VERMONT STATE COLLEGES

SEPTEMBER 1, 2014

to

AUGUST 31, 2017

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ARTICLE I
RECOGNITION

A. The Vermont State Colleges recognizes the Federation as the exclusive bargaining agent for part-time teaching faculty employed by the Colleges, but excluding the College presidents, deans, business managers, division chairpersons, academic division directors, and all non-faculty employees, in accordance with the unit certification issued by the Vermont State Employees Labor Relations Board on June 4, 1991.

B. Nothing contained in this Article shall be construed to prevent the Board of Trustees, any Board member, or any official of the Vermont State Colleges from meeting with any individual or organization to hear views on any matter, except that no person or persons represented by the exclusive bargaining agent shall bargain individually or collectively with any of the above-mentioned officials concerning any terms or provision of this Agreement, except through the authorized representatives of the Federation.

ARTICLE II
DEFINITIONS

Board: The term "Board" refers to the Board of Trustees of the Vermont State Colleges.

Chancellor: The "Chancellor" is the chief executive officer of the corporation known as the Vermont State Colleges.

College: The term "a College" in the singular refers to one of the campus member colleges of the Vermont State Colleges and "the Colleges" in the plural refers to all of the campus member colleges.

Faculty Member:	The term "faculty member" as used in this Agreement shall mean any member of the bargaining unit; "faculty" shall mean all members of the bargaining unit.
Federation:	The term "Federation" as used in this Agreement shall refer to the Vermont State Colleges Faculty Federation, Local 3180, American Federation of Teachers, Vermont Federation of Teachers, AFL-CIO.
Federation Representative:	The term "Federation Representative" refers to any person who has been officially so designated in writing by the President of the Federation to the President of a College and to the Chancellor.
President:	The term "President" refers to the chief executive officer of a College duly appointed and authorized by the Board of Trustees or a person authorized to act in that capacity.
Spouse:	The term "spouse" as used in this Agreement shall refer to a faculty member's legal spouse or a faculty member's partner in a civil union under Vermont law.
Vermont State Colleges:	The term "Vermont State Colleges" refers collectively to the Board of Trustees, the Chancellor and the Colleges.

ARTICLE III
MANAGEMENT RIGHTS

A. All the rights and responsibilities of the Vermont State Colleges, which have not been specifically provided for in this Agreement, shall be retained in the sole discretion of the Vermont State Colleges and, except as modified by this Agreement, such rights and responsibilities shall include but shall not be limited to:

1. The right to direct employees; to determine qualifications and criteria in hiring, promotion, tenure and layoff situations to be applied in conformance with provisions of this Agreement; to determine standards for work and the class schedule within any limitations of this Agreement; to hire, reappoint, promote, grant tenure, assign and retain employees in position; to transfer in accordance with procedures described in this Agreement; and, to suspend or discharge a faculty member for proper cause subject to the provisions of this Agreement;

2. The right to take such action as necessary to maintain the efficiency of the Colleges' operation within the limits of this Agreement;

3. The right to determine the means, methods, budgetary and financial procedures, and personnel by which the Colleges' operations are to be conducted;

4. The right to take such actions as may be necessary to carry out the mission of the Vermont State Colleges in case of emergencies, provided that the Federation is notified in writing of the emergency and action as soon as possible; and

5. The right to make rules, regulations, and policies not inconsistent with the provisions of this Agreement.

B. The application of such management rights in alleged violation of the provisions of this Agreement shall be subject to the provisions of Articles XII and XIII (Grievance and Arbitration).

C. Nothing in this Agreement shall be construed to limit the right of administrative personnel to perform instructional duties, or to subcontract, provided that the exercise of any of the rights set forth in this section shall not result in the layoff of any employee covered by this Agreement.

D. No such management right or responsibility set forth or referred to in this Article shall be enacted, applied, or implemented in a manner which is arbitrary or capricious or in contravention of the Agreement.

E. Except as otherwise provided in Article XVIII.B.3, the following language shall be implemented as of January 1, 2012:

Except as otherwise specifically provided, throughout this Agreement, where the Colleges are required to provide notices or to retain documentation, the Colleges reserve the right to provide or retain such required documentation in an electronic form or to otherwise provide required notices electronically or virtually through the Colleges' or individual College's web sites or other virtual formats.

Until January 1, 2012, all documents shall be provided or posted as currently provided or posted. Part-time faculty shall be advised of any future format changes during the interim period.

ARTICLE IV
FEDERATION RIGHTS

A. Individual Contracts

Right and benefit of the faculty members set forth in this Agreement shall be part of any individual contract of employment. In the event of conflict between the terms of an individual contract of employment and the terms of this Agreement, the terms of the Agreement shall be controlling. This Agreement shall be referred to in any employment contract issued to faculty members.

B. Bulletin Boards

1. Each College shall designate suitable space at which a bulletin board may be erected for Federation purposes at Federation cost, or shall designate reasonable space on existing bulletin boards for use by the Federation. In addition, the System Office will create an electronic bulletin board for Federation use within six (6) months of the ratification of this Agreement.

2. Postings on all such bulletin boards shall be made by, or at the direction of, a Federation Representative at each College, who shall furnish copies of all postings to a designated College official for College records. All such postings shall clearly indicate sponsorship by the Federation.

3. The use of the bulletin board shall be restricted to activities of the Federation for the following purposes only:

   a. notice of recreational, educational and social activities;
   b. notice of election of officers and representatives and results;
   c. notice of Federation meetings and activities of the Federation, its affiliates or parent bodies, other than union campaign materials.

C. Distribution of Materials

The Federation shall have the right to have material placed directly into mailboxes of faculty and may use interoffice mail facilities and e-mail to correspond with faculty provided, however, that such use does not overburden such facilities.

D. Federation Meetings

The Federation may use lecture rooms, auditoriums and College classrooms for its meetings when such facilities are not otherwise in use. Each Federation Chapter may hold one regularly scheduled meeting per month and notice of such schedule shall be given to the College prior to September 1. Once notice of any such regularly scheduled meeting is received, the College shall not hold conflicting meetings involving faculty. The Federation Chapters may hold emergency meetings, in addition to monthly meetings, in facilities not otherwise in use provided that faculty with scheduled meetings or duties during the time of such Federation meetings remain at and fulfill such obligations.

E. Use of Facilities

Federation Representatives may use the College's typewriters, computers, duplicating equipment and calculators when they are not otherwise in use, under reasonable guidelines set forth by the designated administrator, provided the Federation shall pay monthly to the College the normal and usual charge, if any, then prevailing for such use. Use may be terminated if use charges are not paid within thirty (30) days. The Federation may install its own telephone service at each College; such approval shall not be unreasonably withheld. The Federation shall be billed directly for such service and installation charge by the telephone company.

ARTICLE V
DUES/AGENCY FEE

A. The Colleges shall check off Federation dues as set forth in the Federation Constitution and By-Laws for all faculty who voluntarily desire to join the Federation and remit dues by this method. Procedures for the above shall be followed in accordance with forms appended to this Agreement.

B. The Colleges shall deduct dues, for the Federation only, from salaries of all faculty who voluntarily authorize said deductions by the signing of authorization cards. Such deductions shall only be made in equal amounts bi-weekly, beginning the first payroll period after receipt of the authorization card by the Office of the Chancellor. Said monies shall be transmitted by the 15th of the month following the month in which deductions were made to the designated Federation treasurer.

Within the first two pay periods of each semester, the Colleges will send to the Federation a list of those faculty who have had dues deducted from their salaries. In addition, one updated list will be furnished during the semester upon request of the Federation President.

C. Pursuant to 3 VSA Section 902(19) and 963 (10), the Federation will implement an agency fee for non-members, subject to the following conditions:

1. Effective September 1, 2001, the agency fee will apply to all members of the bargaining unit who do not voluntarily join the Federation.

2. Prior to the implementation of an agency fee, the AFT-FF must establish and maintain a procedure to provide non-members with the following:

   a. an audited financial statement that identifies the major categories of expenses and divides them into chargeable and non-chargeable expenses;

b. an opportunity to object to the amount of the agency fee sought. Any amount reasonable in dispute will be placed in escrow; and

c. prompt arbitration by the Vermont Labor Review Board (VLRB) to resolve any objection over the amount of the agency fee.

3. The agency fee shall be deducted from the pay of non-members in the same manner as the regular AFT-FF part-time member dues.

4. The amount of the agency fee shall not exceed 85% of the amount payable as dues by AFT-FF part-time faculty members.

D. The Federation shall indemnify, defend and save the Vermont State Colleges harmless against any and all claims, demands, suits or other forms of liability that shall rise out of, or by reason of, action taken or not taken by the Vermont State Colleges in reliance upon deduction authorization cards submitted by the Federation to the Vermont State Colleges.

ARTICLE VI
ACADEMIC FREEDOM

A. The Vermont State Colleges shall continue its policy of maintaining and encouraging full freedom of inquiry, teaching and research. Such academic freedom shall encompass the unconditional freedom of discussion of any material relevant to any course which a faculty member has been assigned to teach and, to this end, there shall be no unreasonable restrictions upon instructional methods.

B. In a faculty member's role as a citizen, he/she shall continue to have the same freedom as other citizens, provided that in his/her extramural utterances he/she shall disclaim any representation on behalf of the Vermont State Colleges when such a representation could reasonably be perceived within the community where such utterance is made.

ARTICLE VII
ANTI-DISCRIMINATION

The parties shall not discriminate against any faculty member or against any applicant for employment in positions in the faculty by reason of age, race, creed, marital status, color, sex, gender identity, religion, national origin, citizenship, union activity, political activity, sexual orientation, or membership or non-membership in the Federation.

ARTICLE VIII
NO STRIKE OR LOCK-OUT

A. The Federation, on behalf of its officers, agents, and members, agrees that so long as this Agreement or any written extension hereof is in effect, it shall neither conduct nor support any strike, slow-down, refusal to cross any picket line, sit-down, or organizational primary picketing.

B. The Vermont State Colleges agrees that there shall be no lock-out during the term of this Agreement.

ARTICLE IX
OUTSIDE EMPLOYMENT

Provided it does not interfere with the performance of the part-time faculty members' normal duties and responsibilities, part-time faculty members shall not be precluded from engaging in outside employment, and other employment within the Vermont State Colleges system consistent with the VLRB order of certification dated June 4, 1991.

ARTICLE X
HEALTH AND SAFETY

A. No faculty member shall be required to perform any work under conditions which jeopardize his/her health or safety. Any part-time faculty member who has knowledge of such condition(s) shall report such condition(s) in writing to the President or his/her designee and to the chapter chairperson or his/her designee prior to the filing of a grievance.

B. Once monthly, and in the event of an emergency, the College shall make its safety records available for examination. Said College shall give reasonable notice, conspicuously posted, as to when such records will be available. The chapter chairperson shall receive a copy of such notice.

C. Any grievance alleging a violation of this Article may be processed through the final steps of the grievance procedure, but may not be processed to arbitration, provided, however, that any part-time faculty member who is disciplined for refusing to perform work which he/she alleges would jeopardize his/her health or safety may grieve and arbitrate the disciplinary action in accordance with the discipline Article.

D. Part-time faculty shall participate in safety information and training programs in accordance with the requirements of the College and the Vermont Occupational Safety and Health Administration's "Safety and Health Standards for General Industry." Such training sessions shall normally be held during the week before instruction begins for a given semester and shall also be offered on the first day of the semester prior to the start of classes. Part-time faculty must participate in such programs but may attend either the program on the first day of the semester or the one offered the week before. Faculty members attending such programs shall be paid $25 per hour for time spent at the program.

ARTICLE XI
NOTICE OF VACANCY

Notice of full- or part-time administrative or faculty vacancies within the system shall be posted on a bulletin board at least fifteen (15) days prior to the filling of such vacancy. Notice of full- or part-time staff vacancies shall be posted at each College seven (7) days before such openings are advertised outside the Vermont State Colleges. Part-time faculty members who meet the minimum qualifications for a full-time faculty position vacancy will be given an initial interview with the search committee upon formal application for the position. However, the failure to fill the vacancy with a bargaining unit member shall not be subject to grievance and/or arbitration. This Article shall not operate to deprive any bargaining unit member of any rights which he or she may enjoy under the provisions of Article XVIII, Semester Appointments and Assignments.

Until January 1, 2012, all notices under this Article shall be posted as currently posted. Part-time faculty shall be advised of any future format changes during the interim period.

ARTICLE XII
GRIEVANCE PROCEDURE

A. Special Conferences

1. Any individual faculty member or group of faculty members shall have the right to discuss any concern/complaints with the President of the College or his/her designee and to have such matters considered in good faith in a "special conference" with or without the intervention of the Federation. A request for a special conference must be in writing and received within fifteen (15) calendar days following the time at which the concerned party(ies) could have reasonably been aware of the existence of the situation created by the College which is the basis for the concern. The clock may be stopped during all recesses in excess of

seven (7) calendar days provided the faculty member(s) or his/her (their) representative notifies the College in writing. The clock shall start again at the conclusion of the recess.

2. Any adjustments resulting from a special conference shall not be inconsistent with the terms of this Agreement and shall not be considered as evidence or as precedent by any administrative agency, arbitrator or board of arbitration with respect to any grievance which may arise at that College or any other College.

3. If a matter has not been satisfactorily resolved through special conference, the concerned party(ies) may file a grievance (pursuant to Section D below).

B. Definitions:

The term "grievance" shall be defined as the written complaint of a part-time faculty member, of a group of part-time faculty members, or of the Federation, that there has been a violation, misinterpretation, or misapplication of any term of the Agreement or the discriminatory application of a rule or regulation.

C. Of the three parties in B. above, the one filing the grievance shall be the grievant.

D. The following steps shall be followed for the processing of grievances:

Step one

1. Within thirty (30) calendar days after the grievant could reasonably have been aware of the alleged violation, or within thirty (30) calendar days after the date of the last special conference (under Section A. above) if any, held to specifically discuss the matter being grieved, the grievant (or his/her representative) shall hand deliver a written and dated grievance to the President of the College or his/her designee. If hand delivery is not possible, the grievance shall be sent certified mail, return receipt requested. The clock may be stopped during all recesses in excess of seven (7) calendar days provided the grievant or his/her

representative notifies the College in writing. The clock shall start again at the conclusion of the recess. The nature of the grievance, including relevant facts, the provision(s) of the Agreement alleged to have been violated, where relevant, and the adjustment or remedy sought shall be stated.

2. The President of the College or his/her designee shall arrange a meeting within fifteen (15) calendar days of receipt. The meeting shall be among the grievant, a Federation representative and the President of the College or his/her designee, except as noted in G. and H. below. Each party is also entitled to have another person present for the sole purpose of taking notes. Within fifteen (15) calendar days of such meeting, a written answer to the grievance shall be forwarded by the President of the College or his/her designee to the grievant with a copy to the Federation. The Federation's copy shall be sent to the address specified in the grievance.

Step two

1. In the event the grievance is not settled in Step 1, the grievant or his/her representative may present his/her grievance at Step 2 within fifteen (15) calendar days of receipt of the Step 1 answer. At this step the grievance shall be presented in writing to the Chancellor. Within fifteen (15) calendar days of receipt, the Chancellor or his/her designee shall arrange for a meeting among the grievant, a Federation representative and the Chancellor or his/her designee, except as noted in H. and J. below. Each party is also entitled to have another individual present for the sole purpose of taking notes. Such meetings shall normally be conducted at the campus where the grievance arose. Within fifteen (15) calendar days of the Step 2 meeting, a written answer to the grievance shall be forwarded by the Chancellor or his/her designee to the grievant with a copy to the Federation. The Federation's copy shall be sent to the address specified in the grievance.

E. Grievances Arising from Actions of the Chancellor

In cases involving grievances resulting solely from directions or actions of the Chancellor, the grievance shall be filed in writing directly with the Chancellor within thirty (30) calendar days after the grievant could have reasonably been aware of the alleged violation. The clock may be stopped during all recesses in excess of seven (7) calendar days provided the grievant or his/her representative notifies the Chancellor in writing. The clock shall start again at the conclusion of the recess. Within fifteen (15) calendar days of the filing of the grievance, the Chancellor or his/her designee shall arrange a meeting among the grievant(s), the Federation Representative(s), and the Chancellor or his/her designee. Each party is also entitled to have another individual present for the sole purpose of taking notes. Within fifteen (15) calendar days after such meeting, the Chancellor or his/her designee shall forward a written answer to the grievant with a copy to the Federation at the address specified in the grievance. Such meetings shall normally be conducted at the Office of the Chancellor. If the grievance is not then resolved, it may thereafter be processed directly to arbitration under the arbitration provisions of this Agreement.

F. Failure to Adhere to Time Limitations:

1. Failure by the administration to comply with the time limitations in this Article shall permit the grievance to be processed automatically to the next step. The time limitations set forth in D. and E. above may be extended by mutual agreement.

2. Failure of the grievant to comply with the time limitations of the grievance steps set forth in this Article shall preclude any subsequent filing of the grievance.

G. Nothing in this Article shall require a grievant to seek the assistance of the Federation or its representative(s) in any grievance proceeding. The grievant may represent

himself/herself or be represented by counsel of his/her own choice. If a grievant elects not to be represented by the Federation, the Federation may not intervene, provided that:

1. The grievant notifies the Federation in advance of any formal grievance under D. and E. above and of the time and place of such meeting; and

2. The grievant shall forward to the Federation a copy of the grievance at each step; and

3. The College or the Chancellor shall promptly provide the Federation with a copy of its answer to the grievance at each step of the proceeding. The Federation shall have the right to respond in writing to the final answer (with such response, if any, included as part of the personnel record); and

4. No disposition of any such grievance at any such meeting shall contravene, violate, or be inconsistent with any provision of this Agreement, applicable law, or applicable arbitration award; and

5. The disposition of any such grievance shall be without precedent or prejudice to a grievance involving a different grievant(s) or subject matter.

H. Grievance Meetings:

1. Time of all grievance meetings shall be arranged to have as little loss of working time as possible. No pay or benefits shall be lost by the grievant or witnesses called by either party for the purpose of attending grievance meetings. A witness shall be excused from his/her academic and professional responsibilities and duties only at such times and on such dates as he/she is required to give testimony.

2. Observers may not attend grievance meetings without the consent of both parties.

3. At grievance meetings, each side may take written notes only.

I. Written communications required as part of the grievance procedure shall either be hand delivered or sent via U.S. Postal Service, certified mail, return receipt requested.

ARTICLE XIII
ARBITRATION

A. Any grievance which has not been satisfactorily adjusted under the grievance procedure may be submitted within thirty (30) calendar days of the Vermont State Colleges' final answer for settlement under the arbitration provisions of 3 VSA 926.

B. Each party shall bear the expense of preparing and presenting its own case.

C. If the Vermont State Colleges or the Federation challenges the Vermont Labor Relations Board's finding regarding arbitrability or non-arbitrability, it may, within thirty (30) calendar days after receipt of the award, file suit in a court of competent jurisdiction to seek a judicial determination of the arbitrability of the subject matter.

D. Unless otherwise mutually agreed, each arbitration hearing shall deal with not more than one grievance.

E. No pay or benefits shall be lost by the grievant or a reasonable number of witnesses called by either party or called under subpoena for the purpose of attending arbitration hearings. A witness shall be excused from his/her academic or professional responsibilities only at such times and on such dates as he/she is required to give testimony. No observer shall be precluded from attending arbitration hearings on his/her own time.

ARTICLE XIV
DISCIPLINE

The following procedure shall be utilized in faculty disciplinary matters:

A. Scope and Application

1. Discipline may include written reprimands, demotions, unpaid suspensions of varying lengths, and termination. Discipline shall not include oral counseling or oral reprimands, nor shall it include annual performance evaluations or other performance reviews. Discipline also shall not include situations where a faculty member is placed on paid administrative leave pending an investigation into alleged misconduct.

2. At the President's discretion, a faculty member may be placed on paid administrative leave of absence for a period of up to forty-five (45) calendar days which may be extended by the President in consultation with the Faculty Federation:

   a. to permit the College to investigate or make inquiries into charges and allegations made concerning the faculty member; or
   b. if in the judgment of the President the faculty member's continued presence on campus during the period of investigation is detrimental to the best interests of the College, students or other faculty, or the ability of the College to carry out its mission effectively.

   Faculty placed on administrative leave shall be notified in writing of the leave and the specific reasons therefore. The administrative leave shall be terminated once the disciplinary process has been completed, the threat of potential harm has ceased to exist, or the leave is determined to have been unnecessary in the first

instance. Documentation of administrative leave shall not be used to justify any future disciplinary action nor shall it be considered in any evaluation process.

A faculty member may grieve the imposition of paid administrative leave if he or she believes that the action was arbitrary or capricious.

3. The College will adhere to the principle of progressive discipline. However, the parties agree that every disciplinary matter must be judged on all surrounding circumstances and that the penalty imposed may vary based on such circumstances. Some acts of misconduct may warrant a more serious penalty and lesser sanctions may not be appropriate.

B. Written reprimands

1. The Dean or President or their designees may issue written reprimands to faculty members. Such written reprimands shall be placed in the faculty member's file and also shall be sent to the faculty member.

2. Upon receipt of any written reprimand by the Dean or President or their designees, a faculty member shall have the right to respond in writing and to have such response placed in his or her personnel file. Any such written response shall be made within seven (7) calendar days of receipt of the written reprimand.

3. The faculty member shall also have the right to meet with the Dean or President, depending on who issued the reprimand, to discuss the reprimand. Such request shall be made in writing within seven (7) calendar days of receipt of the written reprimand.

4. Upon receipt of a request for a meeting, the Dean or President shall hold the meeting within seven (7) calendar days.

5. The meeting shall not be public; a representative of the Federation may be present. The Dean or President may alter or withdraw the written reprimand following the meeting or the receipt of the faculty member's written response, or may leave the reprimand as written.

6. A faculty member may file a grievance over a written reprimand if he or she believes that the action was arbitrary or capricious. Such grievance will be filed at Step One unless the President issues the written reprimand, in which case the grievance may be filed at Step Two.

C. Discipline greater than written reprimands

1. The President or a designee shall notify the faculty member in writing whenever the President is contemplating discipline greater than a written reprimand. Such notice shall include a description of the alleged acts and conduct including reference to dates, times and places. The notification shall inform the faculty member of his/her right to request representation by the Faculty Federation in any interrogation connected with the investigation or resulting hearing.

2. Upon written request by either party, an informal meeting with the President or designee shall be held no later than one week after the faculty member receives notice of a proposed disciplinary action/penalty greater than a written reprimand. The meeting shall not be public; a representative of the Federation and/or the faculty member's counsel may be present.

3. Following such meeting, the President shall make his or her decision within 14 calendar days on whether discipline is appropriate and if so, what the particular disciplinary action shall be. No discipline proposed under this Section shall be binding and effective that has not been the subject of the meeting provided in this section unless the faculty member waives the right to this meeting by failing to request the meeting.

D. A faculty member may file a grievance over a demotion, suspension or termination if he or she believes that the action was without just cause. Such grievance will be filed at Step Two of the grievance procedure.

E. The purpose of a Step Two Hearing in a disciplinary grievance shall be the possible adjustment of the matter and need not involve the presentation of evidence or specification of particulars by either party. In the case of a disciplinary grievance regarding a penalty of demotion, suspension or termination imposed by the College, the faculty member may waive in writing Step Two and proceed to the Vermont Labor Relations Board.

F. Once the College becomes aware of any alleged acts that may form the basis for discipline under this Article, and except for actions that may constitute a crime, it must initiate disciplinary proceedings under this Article within 180 calendar days of becoming aware of the alleged acts, with the exception of disciplinary action resulting from violations of Policy 311, or any revision of such policy. The time limit for such actions is two years.

G. All time limits in this Article may be extended by the mutual agreement of the Colleges and the Federation.

ARTICLE XV
FACULTY EVALUATIONS

A. It shall be the responsibility of the Department Chair and Dean to evaluate the performance of part-time faculty members, utilizing various sources of information such as student evaluations, individual written student commentary, significant oral student complaints, review of syllabi and other teaching materials, evidence of student learning and classroom observations. Significant oral student complaints made to the Dean or Department Chair will be reduced to writing and shared with the faculty member.

B. Any evaluation of teaching performance shall be measured by such areas as:

1. Knowledge of the subject matter;

2. Effectiveness in facilitating learning by means or methods such as lecture, discussion, demonstration, laboratory exercise, practical experience, distributing learning via technology and direct consultation with students;

3. Ability to help students think critically and creatively;

4. The ability of the faculty member to organize effectively his or her courses and to effectively communicate his or her expectations and assignments evidenced in various ways including but not limited to course syllabi;

5. Effectiveness in defining learning objectives and assessing learning outcomes in courses; and

6. Effectiveness in designing educational experiences to address the needs of diverse learners.

C. Student Evaluations

Student evaluations will be required in each course taught by a part-time faculty member. At the end of each semester, the Department Chairperson will review the student evaluations for part-time faculty members in his/her department.

1. The same student evaluation form utilized for full-time faculty evaluations will be utilized for part-time faculty.

2. The College will retain in the faculty member's personnel file, or other designated location, the student evaluations from the most recent 24 courses (not including internships, independent studies and music/performance lessons) taught as a bargaining unit member. In addition the College will also retain student evaluations from any summer session teaching during this period.

3. Faculty shall have access to their student evaluations.

D. Classroom Observations

1. Except for formal evaluations described below, classroom observations shall not be required every semester in which a part-time faculty member teaches. However, the Dean will notify the Department Chairpersons each semester which faculty members in their departments the Dean has designated for classroom observation. However, in his/her discretion, the Department Chairperson, or designee, may also observe a class or classes of any part-time faculty member whenever there is a concern about performance.

2. A faculty member may also request that a classroom observation take place.

3. In all cases, the Department Chair or his/her designee shall meet with the part time faculty member after the observation and within 15 working days of the

observation and will forward a written report on the observed class to the Dean and, if the report is not written by the Department Chair, the Department Chair. This written report will be placed in the faculty member's personnel file no later than 30 days following the meeting to discuss the classroom observation. The faculty member shall be free to add a written rebuttal to the file.

4. Nothing shall preclude the Dean, or designee, from also observing the faculty member in class at any time.

E. Formal Evaluations

1. Any formal evaluations will be conducted by the Dean or his/her designee. Selections regarding who will be evaluated will be made at this Dean's/designee's discretion. However, at least once every four years, each part-time faculty member shall be formally reviewed under this section. If a person has retired from the full-time bargaining unit, and begins teaching part-time, he/she will be evaluated in the fourth (4th) year as a part-time bargaining unit member on his or her part-time work only.

2. Formal evaluations involve classroom observation(s) during the semester in which the review takes place; review of all student evaluations in the faculty member's file; peer review committee reports; review of any written reports of classroom observations completed by Department Chairpersons, or designees, or the Dean, or designees; review of any other written material in the faculty member's personnel file, including any reports from the Department Chairperson; and a review of the faculty member's evaluation portfolio which will be assembled by the faculty member in conformance with the provisions below.

3. *Time lines.* Whenever a faculty member is designated for formal evaluation, the Dean or Department Chair will provide notice to the faculty member no later than

45 days before the start of the semester in which the faculty member is to be reviewed.

4. *Evaluation Portfolio.* After notice of formal evaluation is received, the faculty member will assemble an evaluation portfolio which will include, at a minimum, a reflective narrative of approximately 500 words on his/her teaching; the four most recent course syllabi; and two recent exams, formal assignments or tests. The faculty member will complete an evaluation portfolio no later than November 1 for the Fall and March 15 for the Spring. The evaluation portfolio will be sent to the Dean's office which, in turn, will send it to the Peer Review Committee (PRC) established under subsection 5. below. Copies of the PRC evaluations will be given to Department Chairs.

5. At the beginning of each academic year, a PRC will be established on each campus. It will consist of three individuals, one appointed by the President or his/her designee and two full-time or two part-time faculty members, or one full-time and one part-time faculty member, appointed by the Federation Chapter Chair, each of whom must have a minimum of three (3) years of active full-time or part-time teaching experience.

   The Dean will notify the PRC by October 1 in the Fall and February 15 in the Spring as to which faculty members, up to eight (8) unless the PRC agrees to more, will be formally reviewed that semester. The PRC will complete all evaluations in the semester assigned.

   Any part-time faculty member serving on a PRC shall receive $400 for each semester in which he or she serves on the committee for evaluating up to four part-time faculty members in any semester. The additional payment of $100 per evaluation will be provided to Committee members if more than four part-time faculty members are evaluated in a semester. The PRC is not obligated to

evaluate more than eight (8) faculty members in any one semester although it may do so at its discretion.

The PRC shall review the faculty member's evaluation portfolio; all student evaluations in the faculty member's file; any written reports of classes observed by the Department Chair, or his/her designee or the Dean or his/her designee and any other written material in the faculty member's personnel file, including any reports from the Department Chairperson. The PRC may assign relative weight to the above materials in formulating its findings and recommendations regarding a faculty member. At the request of the faculty member, the Committee will also meet with the faculty member under review. If a faculty member desires to meet with the Committee, he or she shall so indicate in his or her evaluation portfolio.

The Committee shall provide the Dean with a written summary report of its findings and recommendations regarding appointment, non-reappointment and/or areas for improvement. A copy will be sent to the faculty member and also placed in the faculty member's file, and he or she is free to respond to the report within ten (10) days of receipt of the report.

Failure by the Federation to constitute a PRC or failure by a PRC to complete their evaluative functions under this Article shall not prevent the College from completing the formal evaluation process without such peer input.

6. The Dean may also request feedback from full- or part-time faculty teaching the same course as the faculty member being evaluated or from full- or part-time faculty teaching higher level courses for which the courses taught by the faculty member being evaluated are prerequisites.

7. The Dean shall review the faculty member's evaluation portfolio; all student evaluations in the faculty member's file; any written reports of classes observed by the Department Chair, or his/her designee or the Dean or his/her designee; the

PRC findings and recommendations and any other written material in the faculty member's personnel file, including any reports from the Department Chairperson. Following a review of all evaluative material, the Dean or designee will write a formal evaluation of the faculty member for inclusion in his/her file. The faculty member shall be free to add a written response to the file. At the request of the faculty member, the Dean shall meet with the faculty member under review following the completion of the formal evaluation.

F. While a non-reappointment based on performance may follow such a formal evaluation, it is understood that a decision not to appoint a faculty member to a subsequent semester may occur after any semester and not solely following semesters in which classroom observations and/or formal evaluations have taken place. Nothing herein shall be construed to limit grievance rights set forth elsewhere in this Agreement.

G. In addition to its formal evaluative functions under Section E. above, the PRC will also accept and evaluate nominations for an Excellence in Teaching Award to be awarded no more frequently than once per year per campus. Nominations may come from students, faculty or administrators. The PRC will make a recommendation to the President after evaluating any nominees no later than April 1. The PRC is under no obligation to recommend anyone if it does not believe such an award is merited. The President will make the final decision on all such nominations. A faculty member who is given such an award will receive official recognition and an honorarium of $500.

ARTICLE XVI
PERSONNEL FILES

A. Each college shall maintain a personnel file for each faculty member at the College in an office designated by the President of that College. The contents of such file shall be determined by each College and such file may contain, but shall not be limited to, copies

of personnel transactions, official correspondence with the faculty member, peer evaluations, student evaluations, and evaluation reports prepared by the College.

B. The College shall send a faculty member a copy of any item or material placed in his/her personnel file or it shall send a faculty member a memo advising the faculty member that an item or material has been placed in his/her personnel file and that the item or material has been generated by the administration, faculty, a student or students, or by another source. Such copy or memo shall be sent to the faculty member via campus mail or at his/her address of record during the summer. In either event, the faculty member must sign for receipt of the copy or memo and return the signed receipt to the College. Such copy or memo shall be sent to the faculty member within fourteen (14) days of the insertion of the item or material into the file.

C. The part-time faculty member shall have the right to grieve the insertion in his/her personnel file of any item or material which he or she alleges to be factually inaccurate.

D. A faculty member shall have the right to have relevant material added to his/her personnel file. The faculty member is encouraged to check his/her file periodically and to keep his/her file up to date, except for those items that the College or others may generate as listed above. The faculty member shall have the right to respond to any document in his/her personnel file and have such response included in such file and attached to the appropriate document. No anonymous evaluations and/or recommendations may be placed in the faculty member's personnel file.

E. No persons other than those having a legitimate institutional interest may have access to a personnel file without the written permission of the faculty member. All those having access to the file, for purposes other than routine maintenance, shall sign a log, kept in the file, giving name and date of said file. The personnel file shall be available for examination by the faculty member who shall be entitled to review such file at reasonable hours upon request.

F. The faculty member may make or obtain copies of materials in his/her personnel file after receiving permission from the appropriate College official or representative. If the person in charge of said files does not approve the removal thereof for the purpose of making such copies, such copies shall be made for the faculty member at a reasonable charge for the copies. The only written material that the College shall use for evaluation, merit review, promotion, contract renewal, supporting disciplinary action contemplated against a faculty member, or any other personnel action shall be that contained in his/her personnel file.

ARTICLE XVII
WORKLOAD

A. Part-time faculty members are expected to perform teaching duties in accordance with the requirements of the department and College. Such work shall include instructional activities and related responsibilities, availability to students for consultation and reasonable office hours.

B. The College shall request that departments notify part-time faculty of upcoming department activities and meetings. Departments may permit voluntary participation of part-time faculty in department activities, including service on department committees, and part-time faculty may voluntarily serve on department committees. Such participation shall not be required and shall not affect compensation in any way, unless otherwise agreed between the part-time faculty and the College.

ARTICLE XVIII
SEMESTER APPOINTMENTS AND ASSIGNMENTS

A. All part-time faculty appointments and assignments will be made by the appropriate administrator at each College. All appointments shall be made on a semester or summer basis. No appointments shall create any right, interest or expectancy in any further appointments beyond its specific term, except as otherwise provided in this Article.

B. 1. In planning appointments and assignments for forthcoming semesters, the College shall distribute a teaching availability form to each part-time faculty member (1) by November 15 for the summer session appointments and assignments, (2) by January 15 for the fall semester appointments and assignments, and (3) by August 15 for the spring semester appointments and assignments. The teaching availability form shall request the part-time faculty member to provide the following:

a. Availability by days of the week and times of the day to teach in the forthcoming semester. The part-time faculty may also indicate preference as to which days of the week and times of the day he/she would like to teach, as well as other relevant considerations.

b. Indication of courses which the part-time faculty is interested in teaching.

2. A list of those individuals to whom a teaching availability form has been sent shall be forwarded to the Federation at the time of distribution.

3. Such forms will be mailed to the last known address and the individual part-time faculty will be responsible for keeping the College notified of his/her current mailing address. Effective with the required distribution of availability forms by January 15, 2011, and for all subsequent semesters and summers, the College shall provide such forms, and the faculty member shall complete such forms, in a

virtual format on an appropriate web site determined by the College. The College will provide written notification of the web site and instructions for completion of the form to each bargaining unit member and to the Federation. Such notice will accompany the distribution of availability forms on November 15, 2010.

The faculty member shall remain responsible for completion of the form and timely submission in accordance with the subsequent provisions of this Article.

4. It shall be the responsibility of each part-time faculty to return the course availability form to the appropriate administrator not later than three (3) weeks after the distribution dates indicated in B.1. above.

5. Any failure to return the form in a timely fashion shall render the part-time faculty ineligible for consideration for appointment for the semester being planned.

6. It is understood that the distribution and receipt of a teaching availability form by part-time faculty does not obligate the College in any way to provide an appointment or a particular assignment to the part-time faculty member.

7. Except in the case of a personal or family medical emergency or catastrophic event, if an assigned part-time faculty withdraws from teaching one or more courses less than thirty (30) days prior to the beginning of the semester, he/she shall be ineligible for consideration for a teaching assignment on that campus for the subsequent semester. The employer shall be free to waive such penalty at its sole discretion.

8. The teaching availability forms will be sent to and considered by the Department Chairperson or other appropriate administrator in establishing department schedules. In addition, part-time faculty may consult with the Department Chairperson regarding department scheduling for an upcoming semester, and if the department holds a meeting to discuss scheduling, part-time faculty shall be

free to attend and participate. The employer will notify the part-time faculty of such scheduled meetings in a timely fashion.

C. Part-time faculty members will leave the bargaining unit (1) when notified of non-reappointment by the College or (2) following any complete September to August period in which they have not taught at least three credits. August 31st will be considered the exit date (e.g. If someone teaches in the Fall of 2006, he or she stays in the unit until August 31, 2008 even if he or she has not taught three credits during that period.). If, after leaving the bargaining unit, he or she is rehired as a part-time faculty member, he or she will have to re-qualify for unit membership.

Seniority Bridging. For purposes of seniority under this Article, a former bargaining unit member who left the unit in Pay Grade 1 or 2, and who later re-enters the bargaining unit will have seniority restored after completing two additional semesters of teaching in the unit (i.e. all newly accrued credits for seniority from the time the person left the bargaining unit will be added to all the seniority previously lost). A former bargaining unit member who left the unit in Pay Grade 3 or above, and who later re-enters the bargaining unit, will have all seniority restored immediately upon beginning his/her first teaching assignment.

A former bargaining unit member who re-enters the bargaining unit will be placed in the Pay Grade appropriate to the total credits he or she has taught in the VSC and, to the extent any benefits are based upon credits taught in the VSC, will receive benefits based upon the total credits he or she has taught in the VSC.

D. The College shall consider the information provided by the part-time faculty on the teaching availability form in planning for semester assignments.

E. The College reserves the right to give preference to full-time faculty for teaching courses on an overload basis or to full-time or part-time professional staff members, supervisory or managerial employees prior to offering courses to part-time faculty.

F. After deciding upon any assignments under Section E, the College shall consider the following factors in deciding whether a part-time faculty member will receive an available assignment.

Where the following factors are deemed to be equal, seniority, as defined in subsection (G) below, will prevail in available assignments for a minimum of six credits per semester (nine credits for those in the highest pay grade). These factors are: (1) the credentials and qualifications (including sub-specialties and areas of particular expertise) of both current unit members and other available faculty members from within and outside the College; (2) the teaching experience of both current and other available faculty members from within and outside the College; (3) evaluations and work performance of unit faculty members; (4) the stated availability of unit faculty members. These decisions shall not be made arbitrarily or capriciously.

No unit member may be assigned 12 or more credits per semester. Nothing herein shall be construed to limit the College from assigning more than six or nine credits per semester in its discretion. The parties also incorporate by reference their prior settlement agreement with regard to procedures for assigning more than 9 credits to a unit member. *See* Appendix E, Settlement Agreement of April, 2007.

A faculty member may receive a notice of non-reappointment from the College indicating he or she will no longer be considered for future assignments. A faculty member who receives such notice may file a grievance claiming that such action has violated the Anti-Discrimination Article or Academic Freedom Article. In addition, any faculty member who has at least ten (10) semesters of seniority at the particular campus-based College may also grieve any such non-reappointment on the grounds that such decision was arbitrary or capricious.

G. The term "seniority" as used in this Article shall be based upon the number of credits taught by part-time faculty at a particular campus-based college within the VSC. Part-time faculty shall accumulate seniority at each campus based upon the number of credits

taught at that campus. The starting date for calculating this number of credits shall be the fall semester for 1986. After a seniority list is developed and distributed within each academic department, any part-time faculty may grieve factual errors in the list and such matters are arbitrable.

H. Part-time faculty who receive an appointment and assignment for a given semester or summer session shall be notified in writing by hard copy or electronically no later than forty-five (45) days prior to the start of a teaching assignment.

I. When a part-time faculty member is offered an appointment and assignment, he/she shall indicate acceptance of such offer in writing prior to thirty (30) days of the start of the teaching assignment. If a part-time faculty member at any time indicates that he/she will not be able to fulfill a given appointment and assignment, the College shall be free to offer the course to another part-time faculty member, full-time faculty member or administrator. In any case where the need to appoint a faculty member to teach a course arises within two weeks of the start of classes, the faculty member to whom the course is offered must indicate acceptance of the offer within 48 hours of the College's offer (which may include leaving voice mail messages) or else the College shall be free to offer the course to another part-time faculty member, full-time faculty member or administrator. If the need arises within three days of the start of classes, the faculty member must indicate acceptance within 24 hours of the College's offer.

J. The forty-five (45) day requirement of prior notification as addressed in section I. above shall be waived if:

1. a faculty member refuses an offer of appointment and assignment for that course.

2. new and additional sections of that particular course become necessary.

3. a faculty member provides less than a forty-five (45) day notice of his/her inability to teach a course for which he/she previously indicated acceptance of appointment and assignment.

4. the College has a need to appoint a faculty member to a course in a situation that was unanticipated.

K. Beginning in the fall semester for 1997, part-time faculty shall receive a cancellation payment of 7.5% of the amount that was to be paid for a course in the event that the assignment is retracted within thirty (30) days prior to the first class meeting. Such cancellation payment shall be waived if the part-time faculty member receives a replacement appointment of comparable value.

L. Beginning in the fall semester for 1997, part-time faculty shall receive a cancellation payment of 15% of the amount which was to be paid for a course, plus a proportional amount for all class meetings, in the event that the assignment is retracted after a first class meeting.

ARTICLE XIX
RESIDUAL RIGHTS

When any text material, audio/visual material, computer data or programs, or any other instructional aid is produced, created, or devised by a faculty member in the normal course of his/her college duties, the copyright or other residual rights shall be the property of the faculty member, and the College shall be acknowledged in any publication, production or other use of such aids after it grants approval for acknowledgment.

ARTICLE XX
APPOINTMENTS/PAY GRADES

A. For the purposes of determination of eligibility for pay grade promotion, a faculty member shall be assigned a pay grade based on the number of credits taught at campus-based colleges within the Vermont State Colleges system. The starting date for calculating this number of credits shall be the fall semester for 1986. Pay grades are set out below:

Pay Grade 1: 1-36 credits taught.
Pay Grade 2: above 36 credits taught.
Pay Grade 3: above 76 credits taught.
Pay Grade 4: above 116 credits taught.
Pay Grade 5: above 156 credits taught.

B. Equivalent experience for credits taught at accredited institutions of higher education other than the Vermont State Colleges system may be considered in initial pay grade placement, but the decision regarding initial placement shall not be arbitrable.

C. Faculty members will automatically be promoted to succeeding pay grade levels based upon accumulation of the required number of credits of service in the Vermont State Colleges system as set out in Section A. of this Article.

D. Disputes over number of credits of service in the Vermont State Colleges shall be grievable and arbitrable.

ARTICLE XXI
SALARY AND RATES OF PAY

A. Faculty members shall be paid bi-weekly during the period of employment.

B. Faculty members shall be issued their first paycheck no later than two (2) weeks following the start of each semester.

C. 1. Effective September 1, 2014, part-time faculty members will be compensated at the following rates:

Pay grade 1: $1174 per credit
Pay grade 2: $1304 per credit
Pay grade 3: $1446 per credit
Pay grade 4: $1581 per credit
Pay grade 5: $1712 per credit

2. Effective September 1, 2015, part-time faculty members will be compensated at the following rates:

Pay grade 1: $1209 per credit
Pay grade 2: $1343 per credit
Pay grade 3: $1489 per credit
Pay grade 4: $1628 per credit
Pay grade 5: $1763 per credit

3. Effective September 1, 2016, part-time faculty members will be compensated at the following rates:

Pay grade 1: $1245 per credit
Pay grade 2: $1383 per credit

Pay grade 3: $1534 per credit
Pay grade 4: $1677 per credit
Pay grade 5: $1816 per credit

The above are minimum per credit rates and nothing shall preclude the College from offering higher rates in its discretion.

Effective with the 2016-17 academic year, those faculty teaching graduate courses will receive four (4) teaching credits per course instead of three (3).

D. It is provided, however, that any part-time faculty who has been compensated at a rate greater than that set forth in C. above shall continue to receive the previously higher rate for any subsequent appointments.

E. Faculty who conduct independent studies shall be compensated at the rate of $25 per hour for instructional services on behalf of the students up to a maximum of fifteen (15) hours per student.

F. Part-time faculty shall be allotted credit for a given course taught or assignment performed which is equal to the number of academic credits or workload credits allotted to a full-time faculty member for the same course or similar work.

G. Any part-time faculty member who is in pay grades 1, 2, 3 or 4 and who has a doctorate or other terminal degree in the field in which he or she is teaching will be placed one pay grade higher. Any part-time faculty member at pay grade five who has a doctorate or other terminal degree in the field in which he or she is teaching will be given an additional $100.00 per credit hour.

H. It is further provided that a College in its discretion may request the services of a faculty member to perform specific functions beyond those referenced in the Workload Article. In such situations, the Dean will determine the necessity for such work,

expected outcomes and overall compensation. Compensation shall either be at a flat rate or, if an hourly assignment, $25 per hour.

I. Music and Performance Lessons

Effective July 1, 2007, faculty who provide individual music or performance lessons shall be compensated at the rate of no less than $45 per hour.

J. Effective with the 2015-16 academic year, it is understood that in situations as noted below a college may assign, with proper notification and prior to the close of the designated add period, a faculty member up to 15% or 4 more students, whichever is smaller, over the maximum for a given course, understanding that this shall not be considered a permanent increase in class maximum and provided further that the College does not do so on a regular basis. If the College wishes to exceed 15% or 4 student limit, it will provide additional compensation or workload adjustments for the faculty member as provided for in this Article. It is also understood that some courses may have maximum limits which have been based on legitimate concerns for safety, workstation access or other pedagogical restrictions and/or concerns such as the availability of course materials, and that an increase of 15% or 4 students would not be reasonably possible. In such cases, the faculty member and the Dean or his/her designee will negotiate what accommodations, if any, might be made to best meet the needs of the students.

Compensation for students beyond the agreed to limits ("limits" being defined as class maximum plus 15% or 4 more students) will be at the rate of 20% of the Step One credit rate.

At his/her discretion, the faculty member may, with the approval of the Dean, deem it would be in the best interests of students to elect to forego a portion of or the entire overload compensation in favor of banking the students at a one to one ratio so that a lowly enrolled course taught by the faculty member would not be canceled. This bank may be used to offset enrollments in the current semester and/or may be maintained for a period of no more than three subsequent semesters.

ARTICLE XXII
PENSION CONTRIBUTION

The Colleges shall make TIAA-CREF contributions for every faculty member according to the following formula:

The College shall contribute $1 for each $1 that a faculty member contributes to TIAA-CREF up to a maximum College contribution of 7% of the faculty member's salary for the academic year.

ARTICLE XXIII
MILEAGE REIMBURSEMENT

A. If travel is required by the College for the performance of job duties during the regular academic year, the College shall either provide transportation or reimbursement at the prevailing state rate per mile. This shall not include daily commuting travel to and from the site(s) of the course or courses to which the part-time faculty is assigned. If a part-time faculty member is teaching on campus on the same day that he or she must also commute to an off-campus site for work for the college, then the college will pay mileage between that campus and the off-campus site.

B. Within thirty (30) days of a change in the state rate per mile, the VSC shall post a notice of such change in a prominent place on each campus.

ARTICLE XXIV
PROFESSIONAL DEVELOPMENT

A. The employer shall create a Part-Time Faculty Professional Development Fund at each college. Each College shall put aside, on a semester basis, an amount equal to $120 per bargaining unit member.

Effective September 1, 2012, the amount shall increase to $130 per bargaining unit member.

Effective September 1, 2013, the amount shall increase to $140 per bargaining unit member.

B. These funds shall be used to reimburse:

1. Professional relevant travel; including attendance at professional meetings.

2. Course tuition; relevant to cover the cost of tuition for graduate level courses taken outside of the VSC system.

3. Other relevant professional development projects.

C. Part-time faculty may access these funds by making prior application in writing to the Dean on each campus. Approval for reimbursement shall be at the discretion of the Dean. The Dean will not withhold such approval arbitrarily, capriciously, or without a good and sufficient basis in fact.

Applications for professional development money must be submitted by October 1 with a decision by the College by October 15 for professional activity between November 1 and April 30. Applications must be submitted by April 1 with a decision by the College by

April 15 for professional activity between May 1 and October 31. Faculty members may apply after October 1 and April 1 but will be considered only if funds still remain.

Persons having used funds in excess of $100 within the previous 12 months will not be considered unless funds remain after the other applicants have been approved.

Application for funds and reimbursement of funds shall be consistent with travel policies on each campus.

D. In no instance shall reimbursements exceed the actual expenditures of the part-time faculty member as attested to by receipts for expenses.

E. Effective January 1, 2007, all funds not used in a given semester shall be carried over into the subsequent semester except that at no time may the total available funds exceed $353 per part-time member currently teaching. Summer sessions shall not apply in determining the maximum fund limit.

F. This benefit shall not be available to part-time faculty who are also eligible for such a benefit with another employer.

G. The Dean's office shall make available upon request within two business days the balance in the professional development fund. At or near the end of the semester, the Dean's office shall provide to the Federation on each campus a statement of the professional development fund, listing the amounts awarded; to whom the amounts were dispersed; and the purposes for which the funds were used.

ARTICLE XXV
JURY DUTY

A part-time faculty member who is required to serve on a jury, or is required to report to court in person in response to a jury duty summons, or is required to report for jury examination, or to qualify for jury duty, shall receive the difference between his/her regular salary and jury duty pay during such absences.

ARTICLE XXVI
BEREAVEMENT/PROFESSIONAL LEAVE

A. A faculty member shall be granted up to three (3) consecutive days of paid leave which must include the day of funeral when a death occurs in the immediate family or to a partner in a civil union, except said faculty member shall be permitted five (5) consecutive days in the case of death of a spouse, partner in a civil union, or child.

B. Immediate family is defined as the faculty member's wife, husband, partner in a civil union, father, mother, son, daughter, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law. Requests for bereavement leave for other than immediate family as defined above may be granted by the President.

C. Upon two weeks notice of request for professional leave, the President may grant such leave, for up to five days, to any faculty member so requesting. Such request shall include a description and justification of the requested leave and a plan for coverage or rescheduling of duties that would be missed. Such permission shall not be unreasonably withheld, and the President's decision on the leave shall not be subject to the Arbitration provisions of this Agreement.

ARTICLE XXVII
FACILITIES

A. Part-time faculty members shall be designated an office or office area with available storage and/or shelving, and reasonable access to a telephone and desk which they may use for preparation and consultation with students or colleagues. Prior to or at the beginning of each semester, the College will ask part-time faculty who are teaching that semester if they need an office or office area with the provisions indicated above. Faculty who do not need such facilities will so indicate this to the College by a date specified by the College. An indication in one semester that such space is not needed will not preclude a faculty member from requesting assignment of office space in subsequent semesters.

B. Unless otherwise needed by the College, the office space shall be made available between semesters or sessions for the part-time faculty member provided he/she has received a commitment by the college to teach in the subsequent semester or session.

C. During the semester of employment, part-time faculty, their spouse or partner in a civil union, and children shall have free use of all athletic/recreational facilities during his/her free time in accordance with the established schedules for use.

D. The College agrees that office space for part-time faculty will be considered when planning new non-residential construction or in renovating or expanding existing non-residential buildings on campus.

ARTICLE XXVIII
SICK LEAVE

In any case where extended illness or disability prohibits a part-time faculty member from completing his/her semester assignments(s), he/she shall continue to be paid for the rest of the semester provided:

1. he/she has completed 60% of the semester's scheduled class meeting times.

2. he/she submits a medical doctor's certificate verifying the part-time faculty member will be unable to complete the semester due to illness or disability.

In cases where the part-time faculty member who has an extended illness or disability leaves prior to completing sixty percent (60%) of the semester's scheduled class meeting times, the Academic Dean will have the discretion to place the part-time faculty member on leave for the remainder of the semester provided the part-time faculty member has verification that he/she will return in time to complete 60% of the semester's scheduled class time.

The Dean's decision shall not be arbitrary or capricious, and shall be based on factors such as the information provided by the physician, the past attendance record of the part-time faculty member, whether a class can be covered through temporary arrangements during the part-timer's leave, or whether the College can hire a replacement to cover the remainder of the semester.

If leave is granted under these circumstances, the part-time faculty member, upon return, will receive pay retroactively for the period during which he/she was out on sick leave.

ARTICLE XXIX
FEDERATION OFFICER RIGHTS

The elected head of the bargaining unit shall receive six (6) credits release time per bargaining round, with no more than three (3) per semester.

The bargaining unit shall designate one negotiating representative from each campus prior to the commencement of negotiations and shall notify the Colleges of its choices at least thirty (30) days prior to such commencement. The Colleges shall then undertake to arrange scheduling or class coverage only for those representatives for the duration of negotiations on those days when negotiations take place in order to free them to participate at such times. Nothing in this section shall preclude the Federation from having additional members at negotiations without altering their scheduled obligations.

ARTICLE XXX
E-MAIL

Where available and where terminal access is appropriate for multiple users, all unit members shall have access to the e-mail system used by the Vermont State Colleges. The colleges will provide voice mail to part-time faculty members where it is available and practical.

ARTICLE XXXI
FACULTY GOVERNANCE

A. The Federation, as elected bargaining agent, retains the exclusive right to negotiate and reach agreement on all matters pertaining to wages, benefits and terms and conditions of employment. Without waiving this right, the Federation recognizes the desirability of some form of democratic faculty governance in areas of academic concern. Such faculty governance shall be implemented through a Faculty Assembly on each campus, consisting of all faculty and ranked librarians only. Presidents and their representatives may request and shall be granted invitations to meetings of the assembly and its committees to present and discuss administrative proposals in the areas listed in C. below.

B. The existence of the Faculty Assembly as an instrument of faculty governance shall not preclude the President from holding a reasonable number of faculty meetings, with reasonable notice in cases other than emergencies.

C. Recognizing the final determining authority of the President, matters of academic concern shall be initiated by the Faculty Assembly or by the President through the Faculty Assembly which shall consider the matter and respond within a reasonable time. Such matters shall include:

1. The selection of department chairperson, program coordinators or other instructional academic unit coordinators, to be elected periodically by secret ballot by members of that unit. Department chairpersons and program coordinators shall be elected by the full department or academic unit. All regular members of the academic unit, including those on sabbatical or leave shall have the right to vote in such elections. In the event that the President believes the selection is not in the best interest of the College, he/she may veto the selection and a new election will be held to select a different candidate which may also result in a Presidential veto. The duties of the chairperson are delineated in

Appendix H of this Agreement [NOTE: This probably refers to Appendix G of the 1999-2003 Full-time Faculty Agreement. The duties of the department chairperson are now set forth in Article 25 of the Full-time Faculty Agreement 2004-2010]. The President shall retain the right to remove the chairperson from his/her position for failure to carry out such duties satisfactorily. In such a case, the above procedure shall be used in selecting a replacement.

2. Curricular policy and curricular structure. Any proposal to abolish course offerings must be considered under the terms of this paragraph.

3. Library policies and acquisitions policy.

4. Requirements for degrees and granting of degrees.

5. Policies for recruitment, admission and retention of students.

6. The development, curtailment or reorganization of academic programs.

ARTICLE XXXII
TUITION WAIVER/DISCOUNTS

A. Part-time faculty members who have taught for five (5) semesters or more and who are currently in active service, and their immediate family members, may receive a pro-rated tuition reduction waiver of 100% based upon the corresponding number of courses taught by the part-time faculty member in that given semester. For purposes of this benefit, the waiver is based on a full-time teaching course load of 12 credits. For example, 3 credits taught in a given semester will yield a 25% waiver for the faculty member and immediate family members; 4 credits taught is a 33.3% waiver; 6 credits taught is a 50% waiver; 9 credits taught is a 75% waiver; etc. The term "academic year" as used in this Article shall refer to the Fall and Spring semesters only. The tuition waiver can only be used at bargaining unit colleges and thus specifically excludes course work at the Community College of Vermont.

B. The tuition waiver under this Article can apply to either part time or full time study for bargaining unit members and/or their immediate family members.

C. The tuition waivers under this Article will take effect retroactive to the Fall semester 2014 to be applied in the following manner: Any waiver for the Fall 2014 and Spring 2015 semesters will be carried forward to be used in the Fall 2015 to Spring 2016 semesters. If not used by that time frame, they will "expire" These can be used in conjunction with any "current" waivers. There will be no cash reimbursement for any courses already taken. Further, any part-time faculty member or his/her immediate family member who has completed their degree work by the end of the Spring 2015 semester shall not receive any reimbursement for tuition paid during that year. There is also no

"banking" of this benefit for use in future years.

D. "Immediate family" is defined as including spouse and dependent children, including legal wards. The VSC definition of "dependent" may be found at the VSC web site at www.vsc.edu.

E. While the Tuition Waiver benefit under this Article is designed to defray the tuition costs incurred by unit members, and their immediate family members, it does not guarantee enrollment in all desired courses or that participants will be accepted into a College degree program. Unit members are responsible for the cost of applicable fees (as determined by the College), books, supplies, and tax consequences, if applicable. Unit members and their immediate family members taking such courses are subject to all College student policies, as may be amended.

ARTICLE XXXIII
SEPARABILITY

In the event any provision of this Agreement in whole or in part is declared to be illegal, void or invalid by any Court having jurisdiction over the matter at issue or any administrative agency having such jurisdiction, all of the other terms, conditions, and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement and in such event, the remainder of this Agreement shall continue to be binding upon such parties hereto. Any provision which is so declared illegal, void, or invalid shall be renegotiated upon ten (10) days notice by either party, provided such renegotiation is not prohibited by law. If the grievance and arbitration provisions established by Vermont law which are in existence upon the effective date of this Agreement are modified or voided by action of the State Legislature or any state administrative agency, then such grievance and arbitration provisions shall be renegotiated.

ARTICLE XXXIV
EFFECT OF AGREEMENT

A. This instrument constitutes the entire Agreement of the Vermont State Colleges and the Federation, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.

B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not excluded by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and the opportunity are set forth in this Agreement. Therefore, the Vermont State Colleges and the Federation, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement except as provide in Article XXXIII Separability even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed the Agreement.

ARTICLE XXXV
DURATION AND RENEWAL

Except as otherwise herein provided, subject to the following paragraph, this Agreement shall continue in full force and effect until midnight, August 31, 2017, and shall be automatically renewed from year to year thereafter until at least one hundred-twenty (120) days prior to any expiration date either party notifies the other in writing by registered mail of its desire to terminate or amend this Agreement.

In witness thereof, the Vermont State Colleges has caused this instrument to be executed by its duly authorized representative and the Federation has caused this instrument to be executed by its duly authorized representative, as signified below:

VERMONT STATE COLLEGES

BY: Jeb Spaulding DATE: 11/30/15

Jeb Spaulding, Chancellor, Vermont State Colleges

VERMONT STATE COLLEGES PART-TIME FACULTY FEDERATION,
LOCAL 3180, UNITED PROFESSIONS OF VERMONT - AFT

BY: Andrew R. Myrick DATE: 12.4.2015

Andrew Myrick, President, VSC Faculty Federation

BY: John Hoagland Date: 1-11-2016

John Hoagland, VSC Part Time Faculty Federation

BY: Samantha Montgomery DATE: 11/23/15

Samantha Montgomery, United Professions of Vermont-AFT, Higher Education Field Representative

APPENDIX A
MINIMUM DEGREE REQUIREMENTS

A. Except for those faculty who were bargaining unit members prior to September 1, 2006, minimum degree requirements for part-time faculty members shall be a Masters degree or equivalent experience in the appropriate field of study.

APPENDIX B

DUES CHECK OFF AUTHORIZATION CARD

NAME:_____

(Last) (First) (Middle Initial)

ADDRESS: _____

(Street) (Town) (State) (Zip)

COLLEGE: _____

I authorize the VSC to deduct VSCFF dues from my earnings and to forward said deductions to the Treasurer of the VSCFF, AFT, Local 3180. The deductions shall be made in equal amounts bi-weekly. Any future revision to the dues structure, which is approved by the membership as provided for in the VSCFF Constitution, shall be applied automatically to my deductions. Unless withdrawn by me in writing, this authorization shall remain in effect as long as I am a member of the faculty bargaining unit.

Dues, contributions or gifts to VSCFF are not deductible as charitable contributions for federal income tax purposes. Dues paid to VSCFF however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

_____ _____

(Date) (Signature)

APPENDIX C

VERMONT LABOR BOARD ORDER OF CERTIFICATION

The Vermont State Colleges Faculty Federation, Local 3180, AFT, is certified as the collective bargaining representative of employees in a collective bargaining unit consisting of adjunct faculty employed by the Vermont State Colleges who meet the following requirements: 1) employed for at least three semesters, or who currently are in their third teaching semester, 2) teach at least six credit hours per academic year, 3) notwithstanding the first two requirements, adjuncts who have not taught during one academic year, past or present, are included in the bargaining unit provided they otherwise teach at least six credit hours per academic year and have been employed for at least three semesters, or who are currently in their third teaching semester; and 4) are not otherwise employed by the Colleges in a full-time position as a manager or administrator.

Dated, June 4th 1991, Montpelier, Vermont

APPENDIX D

This is taken from Appendix A of the Agreement between the Vermont State Colleges and the Vermont State Colleges Faculty Federation as it appeared on September 1, 2010

VSC REQUIRED MINIMUM DEGREES (AND/OR CERTIFICATION) OTHER THAN THE DOCTORATE

Castleton, Johnson, Lyndon State Colleges

The VSC required minimum degree is the doctorate—in an appropriate field of study—from a regionally accredited institution of higher education. However, Castleton, Johnson, and Lyndon State Colleges may recognize the following exceptions as the minimum required degrees in specific teaching fields:

FIELD	DEGREE (AND/OR CERTIFICATION)
Athletic Training	Master's degree in athletic training or related field combined with NATA certification and at least three years of significant experience in the field prior to appointment in the Vermont State Colleges.
Business	Master of Business Administration (M.B.A.) combined with at least three years of significant experience in the field prior to appointment in the Vermont State Colleges
Communications	Master's degree in communications, journalism, or related field combined with at least three years of significant experience in the field prior to appointment in the Vermont State Colleges
Computer Science	Master's degree in Computer Science with a math or computer science undergraduate degree
Digital Media	Master's degree in Digital Media or a related field
Fine/Performing Arts	Master of Fine Arts (M.F.A.)
Journalism	Master's degree in communications, journalism, or related field combined with at least three years of significant experience in the field prior to appointment in the Vermont State Colleges.

Ranked Librarian	Master's degree from a degree program with American Library Association (A.L.A.) accreditation
Music	M.F.A. in Music, or Master of Music combined with at least three years of significant experience in the field prior to appointment in the Vermont State Colleges.
Nursing	Master of Nursing combined with at least three years of significant experience in the field prior to appointment in the Vermont State Colleges
Physical Education	Master's degree in Physical Education or related field combined with at least three years of significant experience in the field prior to appointment in the Vermont State Colleges
Social Work	Master of Social Work combined with at least three years of significant experience in the field prior to appointment in the Vermont State Colleges.

Vermont Technical College

The required minimum degree for faculty at Vermont Technical College is a Master's degree in the appropriate field or the following:

FIELD	DEGREE (AND/OR CERTIFICATION)
Technologies	Professional registration or licensure in appropriate field, where Bachelor's degree is prerequisite for such registration or licensure
Automotive Technology	Bachelor's degree plus significant field related experience (5-7 years) and field related certification/licensure where appropriate
Construction Practices And Management	Bachelor's degree plus significant field related experience (5-7 years) and field related certification/licensure where appropriate
Diesel Power Technology	Bachelor's degree plus significant field related experience (5-7 years) and field related certification/licensure where appropriate
Fire Science Technology	Bachelor's degree plus significant field related experience (5-7 years) and field related certification/licensure where appropriate

Veterinary Technology	Bachelor's degree in animal science or related area plus license and at least 3 years of significant experience in the field prior to appointment in the Vermont State Colleges (Note: one faculty member in the program must have D.V.M. degree)

VTC faculty members who possess the minimum required degree at VTC are eligible for transfer to other VSC institutions under terms and conditions of Article 17 (Layoff) and Article 13 (Transfer and Classification) of this Agreement--subject to the minimum required degree criteria of the receiving institution(s).

The President shall decide whether a faculty member has the required number of years of significant experience.

After consultation with the Federation, the VSC may add or delete degrees from this list. The VSC shall inform the Federation of any such additions or deletions in writing.

MEMORANDUM OF AGREEMENT: FACULTY GOVERNANCE

It is understood that ARTICLE XXXI (FACULTY GOVERNANCE) of the collective bargaining agreement between the Vermont State Colleges Part-Time Faculty, AFT, and the Vermont State Colleges shall only be in effect once the Full-Time Faculty Unit agrees to modify its collective bargaining agreement to allow part-time faculty to become members of the Faculty Assembly, and once each Assembly modifies its membership rules to allow part-time membership. The Vermont State Colleges must receive written confirmation of such actions in order for ARTICLE XXXI to become effective.

Agreed to by and between the parties, as evidenced by the signatures of their duly authorized representatives, and on the dates set forth below:

Vermont State Colleges

By: _____ Date: 9.10.07
Robert G. Clarke, Chancellor

Vermont State Colleges Faculty Federation,
Local 3180, United Professions of Vermont - AFT

By: _____ Date: 9/7/07
Ernest H. Broadwater
President, VSC Faculty Federation

By: _____ Date: Sept 02, 2007
Margaret Manzimanolis
Part-Time Faculty Unit Chairperson

By: _____ Date: 9/7/07
John Howard, United Professions of Vermont
Higher Education Field Representative

MEMORANDUM OF AGREEMENT: ORIENTATION

The parties agree that each college shall hold at least one orientation per academic year for part-time faculty members (both unit and non-unit) to provide an initial introduction to the College and its policies and procedures. Attendance at such orientations sessions shall be voluntary. The Federation shall be afforded the opportunity to make a short presentation at the orientation to explain membership and financial matters, Federation officer and contact information and other pertinent information.

Agreed to by and between the parties, as evidenced by the signatures of their duly authorized representatives, and on the dates set forth below:

Vermont State Colleges

By: _____ Date: 9.10.07

Robert G. Clarke, Chancellor

Vermont State Colleges Faculty Federation,
Local 3180, United Professions of Vermont - AFT

By: _____ Date: 7/7/07

Ernest H. Broadwater
President, VSC Faculty Federation

By: _____ Date: Sept 02/2007

Margaret Hanzimanolis
Part-Time Faculty Unit Chairperson

By: _____ Date: 9/2/07

John Howard, United Professions of Vermont
Higher Education Field Representative

APPENDIX E

Settlement Agreement Between Parties
Dated April 19, 2007

State of Vermont

Before the Labor Relations Board

Vermont State Colleges Faculty Federation UPV/AFT Local 3180, AFL-CIO	*	
v.	*	Docket No. 06-42
Vermont State Colleges	*	

Settlement Agreement

NOW COME all parties to the above-referenced Unfair Labor Practice Charge, and in full settlement of this matter agree as follows:

1. The VSC has adopted an administrative procedure governing the assignment of courses to part-time faculty. The procedure is intended to avoid the inadvertent assignment of a full time-time teaching load to a part-time faculty member.
2. A college is not obliged to offer more than the contractually required minimum assignments to members of the part-time bargaining unit in accord with the provisions of Article XVIII, Section F of the part-time faculty Agreement or any minimum assignment language that might appear in successor agreements.
3. A dean or other academic official shall request and receive permission of the Chancellor before a college may offer a part-time faculty member more than 9 credits except as provided in point 4 below.

4. If necessary to comply with the appointment provisions of the part-time faculty Agreement, the college shall assign more than nine credits to a qualified part-time faculty member as long as the resulting offer does not cause the part-time faculty member's total workload to exceed eleven credits.

5. The Federation shall withdraw with prejudice its Unfair Labor Practice Charge in the above-referenced matter.

VERMONT STATE COLLEGES FACULTY FEDERATION,
UPV/AFT Local 3180, AFL-CIO

By _____
Russell Mills, Grievance Chair

Dated this 19 day of April, 2007, at Montpelier, Vermont

VERMONT STATE COLLEGES

By _____
William Reedy, General Counsel

Dated this 19th day of April, 2007, at Montpelier, Vermont

Note: Article titles and the pages where they appear are in **boldface.**

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