

AGREEMENT

Between the

COMMUNITY COLLEGE OF

VERMONT

and

CCV UNITED FACULTY, VSCFF

3180, AFT VERMONT, AFL-CIO

SEPTEMBER 1, 2018 to

AUGUST 31, 2021

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ARTICLE 1
RECOGNITION

- A. The Vermont State Colleges recognizes the Union as the exclusive bargaining representative for faculty in the following unit, in accordance with the unit certification issued by the Vermont State Employees Labor Relations Board on October 27th, 2017:

Instructors employed by the Community College of Vermont (CCV) who meet the following requirements: 1) have been employed for at least four (4) semesters out of the previous four academic years, or who currently are in their fourth teaching semester; and 2) have taught at least three (3) credit hours in the prior academic year (fall semester, spring semester and summer semester taken together are considered the academic year as defined by CCV).

Credit hours are assigned to courses that bear college-level credit applicable to a degree or certificate and to courses that bear credit not applicable to a degree or certificate. Credit hours are not assigned to noncredit courses.

After initial entry into the bargaining unit, instructors will exit from the bargaining unit 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 2017, he or she stays in the unit until August 31, 2019, even if he or she has not taught three credits during that period.)

Excluded from the unit: Full or part time Coordinators of Academic Services, Deans, Associate Deans, Assistant Deans, and Directors; professional, administrative, technical, and clerical employees whose primary assignment or appointment is as a staff person; all full-time employees regardless of position; blue collar, maintenance, security and other non-professional employees; and all other confidential, supervisory, and managerial employees. Also excluded from the unit are all other employees who are otherwise covered by a collective bargaining agreement with the Vermont State Colleges, with the exception of those employees represented by the Part-Time Faculty Federation. Teaching service during a period of employment with CCV in which such an employee was excluded from the unit will not count for future unit eligibility.

- 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 or CCV 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 Union.

ARTICLE 2
DEFINITIONS

Academic Year: Fall semester, spring semester and summer semester taken together are considered the “academic year” as defined by CCV.

Center: The term “Center” refers to the physical academic centers and the Center for Online Learning, where the Community College of Vermont offers courses.

CCV: The term “CCV” refers to the Community College of Vermont

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

College: The term "College" as used in this Agreement shall refer to the Community College of Vermont.

Credit Hour: The term “credit hour” as used in this Agreement are the hours of credit assigned to courses that bear college-level credit applicable to a degree or certificate and to courses that bear credit not applicable to a degree or certificate. Credit hours are not assigned to noncredit courses.

Day or Days: Unless otherwise specified, the term “day” or “days” shall refer to a calendar day(s).

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.

President: The term "President" refers to the chief executive officer of the Community College of Vermont duly appointed and authorized by the Board of Trustees or a person authorized to act in that capacity.

Union: The term "Union" as used in this Agreement shall refer to CCV United Faculty VSCFF 3180, AFT Vermont, AFL-CIO.

Union Representative: The term "Union Representative" refers to any person who has been officially so designated in writing by the President of the Federation to the President of the College and to the Chancellor.

Vermont State Colleges: The term "Vermont State Colleges" refers collectively to the Board of Trustees, the Chancellor, and the member Colleges.

ARTICLE 3

MANAGEMENT RIGHTS

A. All the rights and responsibilities of the Vermont State Colleges and CCV that have not been specifically provided for in this Agreement, shall be retained in the sole discretion of the Vermont State Colleges and CCV 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, to determine standards for work and conduct, class sizes, location of work and the class schedules within any limitations of this Agreement; to decide whether or not a particular course should be offered; whether or not it should run in a given semester and whether or not it should be canceled; to establish the academic calendar; to hire, reappoint, assign and retain employees in position; to transfer between site locations in accordance with any procedures described in this Agreement; to subcontract; and, to discipline, suspend or discharge a faculty member for proper cause subject to the provisions of this Agreement;

2. The right to decide the degrees, programs and curriculum to be offered;
 3. The right to take such action as necessary to maintain the efficiency of the Vermont State Colleges' or CCV's operation within the limits of this Agreement;
 4. The right to determine the organizational structure; the means, methods, budgetary and financial procedures; and the number and type of faculty and other personnel by which the Vermont State Colleges' and CCV's operations are to be conducted;
 5. The right to take such actions as may be necessary to carry out the mission of the Vermont State Colleges and CCV in case of emergencies, provided that the Federation is notified in writing of the emergency and action as soon as possible; and
 6. The right to make rules, regulations, and policies not inconsistent with the provisions of this Agreement.
- B. No action taken by the Vermont State Colleges or CCV with respect to a management or academic right shall be subject to the Grievance and Arbitration Procedures unless the exercise of such right violated an expressly written provision of this Agreement.
- C. Except as otherwise specifically provided, throughout this Agreement, where the Vermont State Colleges or CCV are required to provide notices or to retain documentation, the Vermont State Colleges and CCV 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 Vermont State Colleges' or CCV's web sites or other virtual formats.

ARTICLE 4
UNION 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 contracts for bargaining unit work issued to faculty members.

B. Bulletin Boards

1. Each Academic Center shall designate, in a mutually agreeable location, reasonable space on existing bulletin boards for use by the Union. In addition, CCV will place a link to the Union website in the CCV Portal 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 Union Representative at the College, who shall furnish copies of all postings to a designated CCV official for CCV records. All such postings shall clearly indicate sponsorship by the Union.
3. The use of the bulletin board shall be restricted to activities of the Union for the following purposes only:
 - a. notice of recreational, educational and social activities;
 - b. notice of election of officers and representatives and results; and
 - c. notice of Union meetings and activities of the Union, its affiliates or parent bodies, other than union campaign materials.

C. Distribution of Materials

The Union shall have the right to have material placed directly into mailboxes of all bargaining unit and non-bargaining unit faculty and may use interoffice mail facilities. The Union is free to use CCV email addresses to correspond with faculty.

D. Union Meetings

The Union may use college classrooms, and other college meeting rooms for its meetings when such facilities are not otherwise in use. The Union will follow each Center's procedures for scheduling a room.

ARTICLE 5
DUES/AGENCY FEE

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

B. The College shall deduct dues, for the Union only, from wages earned for credit bearing instruction salaries of all faculty who voluntarily authorize said deductions by the signing of authorization cards. The College shall continue to deduct dues while a faculty member is employed in the bargaining unit unless the Union notifies the College that the faculty member has properly withdrawn authorization. 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 or his/her designated representative and in accordance with the posted faculty payroll schedule. Said monies shall be transmitted biweekly following the pay date in which deductions were withheld to the designated Union treasurer. Included in the remittance will be a list of the faculty who

had dues or agency fees withheld. In addition, one updated list will be furnished during the semester upon request of the Union Representative.

- C. Pursuant to 3 VSA Section 902(19) and 962(10), the Union will implement an agency fee for non-members, subject to the following conditions:
1. Prior to the implementation of an agency fee, the Union 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.
 2. The agency fee shall be deducted from the pay of non-members in the same manner as regular Union member dues.
 3. The amount of the agency fee shall not exceed 85% of the amount payable as dues by the Union faculty members.
- D. The Union 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 Union to the Vermont State Colleges.

ARTICLE 6

UNION OFFICER RIGHTS

- A. Each semester – Fall, Spring, and Summer – the College shall provide the Union with the value of one (1) three credit course to be provided to a Union officer, or faculty member designated by the Union, for purposes of conducting Union business, including but not limited to contract administration, negotiation, grievances, and participation in the governance of its state and national affiliates.

- B. The Union shall notify the President's office of the particular faculty member who shall receive such funds and will be conducting Union business.

ARTICLE 7
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, disability, or membership or non-membership in the Union.

ARTICLE 8
ACADEMIC FREEDOM

- A. The College protects and fosters academic freedom for all faculty regardless of rank or term of appointment.
- B. Faculty members have the right and the responsibility to determine the methods of instruction, the planning and presentation of course materials, and the fair and equitable methods of assessment of student performance and achievement.
- C. While maintaining a respectful environment, faculty are entitled to full freedom of inquiry and the free exchange of ideas in the classroom. Toward that end, each faculty member is responsible for upholding norms of civil discourse, standards of scholarly integrity, and aspirations of truth and justice.
- D. Faculty members, as citizens, have the same freedom as other citizens. However, in written or oral statements made outside the scope of employment at CCV, they may not claim to represent the Community College of Vermont or the Vermont State Colleges without clear authorization to do so. Further, academic freedom does not relieve faculty

members of any contractual agreements, such as teaching toward College-prescribed Essential Objectives or for a specified amount of contact time.

ARTICLE 9
RESIDUAL RIGHTS

When any text material, audio/visual material, computer data or programs, or any other instructional aid including online course content is produced, created, or devised by a faculty member in the normal course of his/her instructional duties, the copyright or other residual rights shall remain 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. The copyright or other residual rights in works created by a faculty member at the request of and in exchange for payment by the College shall be the property of the College.

ARTICLE 10
OUTSIDE EMPLOYMENT

Provided it does not interfere with the performance of the faculty member's normal duties and responsibilities, faculty members shall not be precluded from engaging in outside employment. "Outside employment" as used in this Article refers to work for an employer other than CCV or any other college or entity of the Vermont State Colleges.

ARTICLE 11
HEALTH AND SAFETY

- A. No faculty member shall be required to perform any work under conditions which jeopardize his/her health or safety. Any 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 Union representative or his/her designee prior to the filing of a grievance.

- B. Upon request by the Union, the College shall make its safety records available for examination each month or in the event of an emergency.
- C. Faculty shall participate in safety information and training programs required by the College and by the Vermont Occupational Safety and Health Administration's "Safety and Health Standards for General Industry." Such training programs shall be held according to a schedule determined by the College. Faculty members attending such programs shall be paid \$26 per hour for time spent at the program.
- D. Faculty shall participate in emergency drills that occur while at a center.
- E. Science Faculty will adhere to the Chemical Hygiene Plan and the Lab Safety Agreement.
- F. 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 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.

ARTICLE 12
NOTICE OF VACANCY

Notice of full- or part-time staff or faculty vacancies at CCV shall be posted on the CCV website at least ten (10) days prior to the filling of such vacancy. A vacancy is a position that CCV has decided to fill externally. It does not include openings for single course assignments. A vacancy not filled with a bargaining unit member shall not be subject to grievance and/or arbitration.

ARTICLE 13
PERSONNEL FILES

- A. CCV maintains a digital personnel file for each faculty member. CCV shall determine what personnel information about faculty members shall be maintained, including but not limited to, copies of personnel transactions, official correspondence with the faculty member, peer evaluations, student evaluations, and evaluation reports prepared by the College.

- B. Faculty members shall be notified of any material placed in their personnel file related to conduct, performance, or discipline if the faculty member does not otherwise have access to the information on the portal, has not been copied on correspondence, or has not signed the document. Notification shall be sent to the faculty, via e-mail, within fourteen (14) days of the information being placed in their digital personnel file. The faculty must electronically sign for receipt of the notification and return the signed receipt to the College.

- C. A faculty member shall have the right to grieve personnel information being maintained by the College about them, which the faculty member alleges to be factually inaccurate, except for Course Feedback forms.

- D. A faculty member has the right to provide relevant personnel information about them to CCV to be maintained electronically. A faculty member shall have the right to respond to any personnel document and to have such response be maintained electronically by CCV. Except for confidential Course Feedback forms, 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. Any written permission(s) along with the information disclosed, will be maintained in the personnel

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. Faculty can access much of the information in their personnel files through the CCV portal and may obtain other personnel material maintained by CCV upon request to the Director of Human Resources. The Director of Human Resources shall respond to the request within five (5) business days of receipt of request.

ARTICLE 14
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 Union:
 - 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 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 Union 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 Union 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 Union 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 Policy 311-A, or any revision of such policies. 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 Union.

ARTICLE 15
GRIEVANCE PROCEDURE

A. Informal Adjustments

Whenever possible, unit member(s) and the Union shall first attempt in good faith to adjust their grievances with the immediate supervisor or within the College's administrative structure, up to the level of the President of the College. The efforts of the unit member(s) and/or Union to resolve the grievances informally do not toll the time for filing a formal Step One grievance.

B. Definition:

The term "grievance" shall be defined as the written complaint of a faculty member, of a group of faculty members, or of the Union, that there has been a violation, misinterpretation, or misapplication of any term of the Agreement or the discriminatory application of a rule or regulation relating to and/or interpreting any provision of this Agreement.

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, the grievant (or his/her representative) shall deliver by email or in person, a written and dated grievance to the Center Executive Director of the grievant's primary work site. 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 prior to the commencement of the recess. 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 Center Executive Director, or her/his designee, shall arrange a meeting within seven (7) calendar days of receipt of the grievance. The meeting shall be held at the academic center that constitutes the grievant's primary work site. An alternate meeting location may be determined with agreement of both parties. The meeting shall be among the grievant, a Union representative and the Center Executive Director, or her/his designee. Each party is also entitled to have another person present. Within seven (7) calendar days of such meeting, a written answer to the grievance shall be forwarded by the Center Executive Director, or her/his designee, to the grievant with a copy to the Union.

Step Two

In the event the grievance is not settled in Step 1, the grievant or his/her Union representative may present his/her grievance at Step 2 within seven (7) calendar days of receipt of the Step 1 answer. At this step the grievance shall be presented in writing to the President. Within seven (7) calendar days of receipt, the President, or her/his designee, shall arrange for a meeting among the grievant, a Union representative and the President or her/his designee. Each party is also entitled to have another individual present. The meeting shall be held at the College's administrative center in Montpelier. An alternate meeting location may be determined with agreement of both parties. Within seven (7) calendar days of the Step 2 meeting, a written answer to the grievance shall be forwarded by the President to the grievant with a copy to the Union.

Step Three

In the event the grievance is not settled at Step 2, the grievant or his/her representative may present his/her grievance at Step 3 within seven (7) calendar days of receipt of the Step 2 answer. At this step the grievance shall be presented in writing to the Chancellor. Within seven (7) calendar days of receipt, the Chancellor or her/his designee, shall arrange for a meeting among the grievant, a Union representative and the Chancellor or his/her designee. Each party is also entitled to have another individual present. The meeting shall be held at the Office of the Chancellor in Montpelier. An alternate meeting location may be determined with agreement of both parties. Within seven (7) calendar

days of the Step 3 meeting, a written answer to the grievance shall be forwarded by the Chancellor to the grievant with a copy to the Union.

E. Arising from Actions of the President or Chancellor

In cases involving grievances resulting solely from directions or actions of the President or Chancellor depending upon which individual is responsible for creating the alleged grievance, the grievance shall be filed in writing directly with the President or 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 President or Chancellor in writing prior to the commencement of the recess. The clock shall start again at the conclusion of the recess. Within seven (7) calendar days of the filing of the grievance, the President or Chancellor shall arrange a meeting among the grievant(s), the Union Representative(s), and the President or her/his designee, or the Chancellor or his/her designee. Each party is also entitled to have another individual present. Within seven (7) calendar days after such meeting, the President or Chancellor shall forward a written answer to the grievant with a copy to the Union at the address specified in the grievance. Such meetings shall normally be conducted at the Office of the President or Chancellor. If the grievance is not then resolved, it may thereafter proceed 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.
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 Union 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 Union, the Union may not intervene, provided that:

1. The grievant notifies the Union 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 Union a copy of the grievance at each step; and
3. The College or the Chancellor shall promptly provide the Union with a copy of its answer to the grievance at each step of the proceeding. The Union 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.

4. Except as set forth herein the parties agree that no attorneys shall be present at Steps One, Two or Three. An exception will be made for the VSC General Counsel when he or she serves as the President or Chancellor's designee and for official union representatives who may also be attorneys.

ARTICLE 16
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 College or the Union 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 VLRB arbitration hearings on his/her own time.

- F. As an alternative to a grievance being processed through the Vermont Labor Relations Board, the parties may mutually agree that a grievance be submitted instead to private arbitration.
1. In such a case, the parties will attempt to agree upon an arbitrator. However, if they cannot agree, then, within thirty (30) days of the Step 3 answer, the Union will request a list from the American Arbitration Association and selection shall be made in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.
 2. Arbitration will be conducted in accordance with the Rules of the American Arbitration Association.
 3. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator shall be borne equally by the parties.
 4. The fees and expenses of the Arbitrator, and the cost of any hearing transcript, shall be borne equally by the Union and the Colleges.
 5. Observers may only attend a private arbitration if invited by one or both of the parties.
 6. The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement.
 7. The decision of the Arbitrator shall be final and binding on the parties, although each side retains whatever rights it has under state or federal law to challenge the decision and award.

ACKNOWLEDGEMENT OF ARBITRATION

The parties understand that this Agreement contains a provision for possible binding arbitration as a final step for a particular grievance. After the effective date of this Agreement, a grievance which the parties agreed to submit to binding arbitration may not also be brought to the Vermont Labor Relations Board. An employee who has declined representation by the employee organization or whom the employee organization has declined to represent or is unable to represent, shall be entitled, either by representing himself or herself or with the assistance of independent legal counsel, to appeal his or her grievance to the Vermont Labor Relations Board as the final step of the grievance process in accordance with the rules and regulations adopted by the Board.

ARTICLE 17

FACULTY EVALUATIONS

- A. It shall be the responsibility of Coordinators of Academic Services to evaluate the performance of faculty members, utilizing various sources of information such as Course Feedback forms completed by students, 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 a Coordinator, Executive Director or the Dean will be reduced to writing by the Coordinator, Executive Director or Dean and shared with the faculty member within one week of complaint.

- 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. Ability of the faculty member to organize effectively his or her courses and to communicate effectively his or her expectations and assignments evidenced in various ways including but not limited to course syllabi;
5. Effectiveness in using the learning management system and other College technologies to support learning and perform administrative tasks;
6. Effectiveness in addressing learning objectives and assessing learning outcomes in courses; and
7. Effectiveness in designing educational experiences to address the needs of diverse learners.

C. Formal Evaluations

1. Faculty will be formally evaluated once during their first four years as a bargaining unit member. Formal evaluations will be conducted by supervising Coordinators. Faculty will be evaluated at least once every four years thereafter.
2. Formal evaluations will include at least one classroom observation during the semester in which the formal evaluation takes place; review of all previous Course Feedback forms in the faculty member's file; consideration of individual student feedback; any disciplinary actions; and review of any written reports of classroom observations completed by supervising Coordinators, or designees, or the Dean, or designees. Faculty may also submit a self-evaluation, if they so choose, which will be considered during the formal evaluation.
3. *Classroom Observations.* Faculty will be observed in class or through an online observation by the Coordinator or designee at least once during their formal evaluation.
 - a. In conducting classroom observations, the Coordinator shall give reasonable advance notice to the faculty member that s/he is going to be observed. In all cases, the supervising Coordinator shall meet with the faculty member within 30 calendar days of the observation. The Coordinator will submit to the faculty member a written report on the observed class prior to the meeting. This written report will be entered in the faculty evaluation system no later than 30 calendar days following the

meeting with the faculty member to discuss the classroom observation.

The faculty member shall have the right to respond to the report in writing and to have such response placed in his/her personnel file.

- b. In addition to classroom observations that are conducted during the formal evaluation process, a faculty member may also request that a classroom observation take place at other times.
 - c. Nothing in this article shall preclude the Dean, or designee, from observing the faculty member in class at any time.
4. *Time lines.* Whenever a faculty member is designated for formal evaluation, the supervising Coordinator will provide notice to the faculty member that s/he will be reviewed that semester.
 5. The supervising Coordinator may request feedback on syllabi and other course materials of the faculty member being evaluated from faculty teaching the same course(s) or from faculty teaching higher-level courses for which the courses taught by the faculty member being evaluated are prerequisites.
 6. Following a review of all evaluative material, the supervising Coordinator will write a formal evaluation of the faculty member for inclusion in his/her file. The faculty member shall have the right to respond to the evaluation in writing and to have such response placed in his/her personnel file. Any such written response shall be made within ten (10) calendar days of receipt of the evaluation.
- D. In addition to the formal evaluation procedures described in C. above, the Academic Council will accept and evaluate nominations for an Excellence in Teaching Award to be awarded once per year. Nominations may come from students, faculty or administrators. The Academic Council will evaluate all nominees and select up to three awardees no later than June 1. The Academic Council is under no obligation to select anyone if it does not believe such an award is merited. A faculty member who receives such an award will receive official recognition and an honorarium of \$250.

ARTICLE 18
WORKLOAD

A. Faculty are expected to perform teaching and administrative duties in accordance with the requirements of the College. Such work shall include academic responsibilities, related administrative responsibilities, and reasonable availability to students. Responsibilities of CCV Faculty include:

1. Submit a complete course description for each course to be taught to the Academic Coordinator no later than 30 calendar days before the start date of the semester in which the faculty member is scheduled to teach and submit a complete syllabus for each course to be taught no later than one week before the start of the semester. [Note: The College considers all CCV course descriptions and syllabi to be in the public domain.]
2. Submit required orders for textbooks and/or other course materials to the CCV Bookstore or science lab administrator in compliance with stated deadlines. Respond to follow up inquiries regarding such orders in a timely way.
3. Participate in the Great Beginnings orientation prior to teaching a first semester at CCV.
4. Build a course page in the learning management system for each course being taught, including, at a minimum, the course description, syllabus, and the first week's assignment, no later than one week before the start of the semester.
5. Conduct designated class meetings in compliance with CCV's Credit Hour policy.
6. Submit required weekly attendance records.
7. Provide midterm evaluations to students no later than one week following the midpoint of the course being taught and submit final evaluations and grades for all students on the class roster no later than one week after the final class meeting.
8. Create an online gradebook in the course page of the learning management system that provides assignment grades and a to-date course grade for all students.
9. Complete satisfactorily the Introduction to Online Teaching course prior to teaching a CCV online or hybrid course for the first time. CCV's decision to waive this provision is not grievable.

10. Comply with all College rules, regulations, policies, and directives.
 11. Perform such other responsibilities and services as may be appropriate to the responsible completion of the foregoing duties, including completion of required VSC training modules.
- B. The parties agree that the College shall hold at least one on-ground and one online Great Beginnings orientation per academic year for new faculty members to provide an initial orientation to the College and its policies and procedures. The Union shall be afforded the opportunity to make a presentation at the orientation to explain membership and financial matters, Union officer and contact information and other pertinent information.

ARTICLE 19
APPOINTMENTS

- A. All faculty appointments and assignments will be made by the appropriate administrator. All appointments shall be made on a semester or summer session basis and will include assignments for that given semester or summer session as provided in Article 20, Assignments. 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. Faculty who receive an appointment and assignment for a given semester or summer session shall be notified in writing electronically no later than forty-five (45) days prior to the start of a teaching assignment. The faculty member must indicate acceptance of the appointment within fourteen (14) days after the notification. Failure to provide such acceptance within fourteen (14) days will allow the College to rescind the appointment.
- C. The forty-five (45) day requirement of prior notification as addressed in section B above shall be waived if:
1. new and additional sections of that particular course(s) become necessary;

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

D. 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 CCV's offer (which shall include by email and leaving voice mail messages) or else CCV shall be free to offer the course to another 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 CCV's offer.

E. A faculty member may receive a notice of non-reappointment from the College after any semester indicating that he or she will no longer be offered any further appointments with the College due to unsatisfactory teaching performance or misconduct. The reasons for non-reappointment will be stated in writing.

1.. A faculty member who receives such a notice of non-reappointment based upon unsatisfactory teaching performance may file a grievance claiming that such action has violated the Anti-Discrimination Article, Academic Freedom Article or that the action taken was arbitrary or capricious. A non-reappointment based on unsatisfactory teaching performance will not be based solely on one semester's worth of teaching. Faculty will be notified no later than 45 days after the end of the semester, in writing, if the administration considers a faculty member's teaching unsatisfactory.

2.. A non-reappointment based upon misconduct as opposed to teaching performance may be grieved under the standard of just cause.

F. Failure to receive an assignment shall not be considered a non-reappointment. A faculty member who has submitted a teaching availability form and does not receive an assignment will be notified of that fact in writing.

- G. Faculty members will leave the bargaining unit (1) when notified of non-reappointment or discharge by the College or (2) following any complete September to August period in which they have not taught at least three credits. August 31 will be considered the exit date (e.g., if someone teaches in the Fall of 2017, he or she stays in the unit until August 31, 2019, 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 faculty member, he or she will have to re-qualify for unit membership.
- H. “Contracted courses” are those provided to a specific client or clients outside of normal semester time frames and are therefore not subject to semester appointment and assignment processes of this Agreement. A faculty member teaching such credit-bearing courses, however, will still receive seniority credit.

ARTICLE 20
ASSIGNMENTS

- A. All assignments shall be at the College’s sole discretion, subject to other provisions in this Article. The College shall determine the number of assignments and the particular assignment(s) that will be offered to any faculty member. No unit member may be assigned nor shall s/he accept more than 11 credits per semester at CCV and within the VSC.
- B. Teaching Availability
1. In planning appointments and assignments for forthcoming semesters, CCV shall make available a teaching availability form to each faculty member (1) by January 15 for the fall semester appointments and assignments, (2) by July 15 for the spring semester appointments and assignments, and (3) by July 15 for the summer semester appointments and assignments. The teaching availability form shall request the 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 faculty member 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 (including preferences) of courses that the faculty member is interested in teaching and believes he/she is qualified to teach.
 - c. Indication (including preferences) of the academic center(s) (including online) at which the faculty member is interested in teaching.
 - d. Indication of number of courses desired.
2. CCV shall provide such forms, and the faculty member shall complete such forms, in a virtual format on an appropriate website as determined by CCV. CCV will provide faculty members and the Union with a link to the website and instructions for completion of the form. Each faculty member shall remain responsible for completion of the form and timely submission in accordance with the subsequent provisions of this Article.
 3. It shall be the responsibility of each faculty member to complete the course availability form not later than thirty (30) days after the form has been made available on the dates indicated in B.1 above.
 4. Any failure to complete and submit the form in a timely fashion shall render the faculty member ineligible for consideration for appointment for the semester being planned. CCV's decision to waive this provision is not grievable.
 5. CCV shall consider the information provided by the faculty member on the teaching availability form in planning for semester assignments. However, it is understood that the distribution to and receipt from a faculty member of a teaching availability form does not obligate CCV in any way to provide an appointment or a particular assignment to the faculty member, except as provided in other sections of this Article.
- C. Except in the case of a personal or family medical emergency or catastrophic event, if an assigned faculty member 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 for the subsequent semester. CCV's decision to waive this provision is not grievable.

If a faculty member at any time indicates that he/she will not be able to fulfill a given appointment and assignment, CCV shall be free to offer the course to another faculty member or administrator.

- D. Effective September 1, 2019, faculty members who are in Pay Grades 2 or 3 shall be offered at least one 3- or 4-credit course for each fall and spring semester to which they are appointed, provided that:
1. There is an available course being offered for which the faculty member is qualified at the Center(s) for which the faculty member has indicated interest on the Teaching Availability form;
 2. The available course is offered at a day and time consistent with the faculty member's stated interest and availability as listed on the Teaching Availability form; and
 3. The College shall decide in its sole discretion to which course the faculty member will be assigned when there is more than one course being offered at the Center for which the faculty member is qualified.
- E. In the case of assignments to faculty in Pay Grade 1, and for all other course assignments for faculty in Pay Grades 2 and 3 beyond the one required course assignment delineated in Section D above, CCV shall consider the following factors in deciding whether a faculty member will receive an available assignment: (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 CCV; (2) the teaching experience of both current and other available faculty members from within and outside CCV; (3) evaluations and work performance of unit faculty members, pursuant to the Faculty Evaluations Article; (4) the stated availability of unit faculty members based upon the teaching availability form; (5) diversity considerations; (6) the need to increase the number of faculty available to teach in a particular discipline or schedule if there are only one or two faculty available to teach in that discipline or schedule; and (7) seniority

as defined in section G of this Article. Such decisions shall not be made arbitrarily or capriciously.

- F. While full time professional staff members, coordinators, other administrators and non-bargaining unit faculty will not receive preference for course assignments, nothing shall preclude the College from assigning courses to such individuals in accordance with section E of this Article.
- G. The term “seniority” as used in this Article shall be based upon the number of credit hours taught by a faculty member at CCV. The starting date for calculating this number of credits hours shall be the fall semester of 2003. After a seniority list is developed, any faculty member may grieve any factual errors in the list.
- H. The College retains the sole right to decide whether or not a course is offered, and once offered, whether it has sufficient enrollment to run. The College may decide at any time not to offer or not to run a particular course.
 - 1. 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 faculty member receives a replacement appointment of comparable value.
 - 2. Faculty shall receive a cancellation payment of 15% of the amount that was to be paid for a course, plus a proportional amount for all class meetings held, in the event that the assignment is retracted after a first class meeting.

ARTICLE 21

PAY GRADES

- A. Effective September 1, 2018, a faculty member, for the purpose of determining eligibility for pay grade promotion, shall be assigned a pay grade based on the number of credit hours he or she has taught at CCV. The starting date for calculating the number of credit hours shall be the fall semester of 2003. Pay grades are:

- Pay grade 1: Bargaining unit members with less than 60 credit hours taught
- Pay grade 2: Bargaining unit members with 60 to 119 credit hours taught
- Pay grade 3: Bargaining unit members with 120 or more credit hours taught

- B. Faculty members will automatically be promoted to the next pay grade following the accumulation of the required number of credit hours taught at CCV as set out in Section A of this Article.

ARTICLE 22

FACULTY COMPENSATION AND PROFESSIONAL DEVELOPMENT

- A. Faculty will continue to be compensated based on the existing credit rate of \$1,278 per credit until August 31, 2018 or the beginning of the first semester following ratification of the collective bargaining agreement by the Union, whichever comes later, in accordance with this Article.

- B. Faculty shall be paid at the following rates for credit work:
 - 1. Effective September 1, 2018, faculty will be compensated at the following rates:
 - Pay grade 1: \$1,320 per credit
 - Pay grade 2: \$1,341 per credit
 - Pay grade 3: \$1,366 per credit

 - 2. Effective September 1, 2019, faculty will be compensated at the following rates:
 - Pay grade 1: \$1,359 per credit
 - Pay grade 2: \$1,380 per credit
 - Pay grade 3: \$1,405 per credit

 - 3. Effective September 1, 2020, faculty will be compensated at the following rates:
 - Pay grade 1: \$1,399 per credit

Pay grade 2: \$1,421 per credit

Pay grade 3: \$1,446 per credit

4. The rates above are minimum per-credit rates, and nothing shall preclude the College from offering higher rates at its discretion.
 5. Those faculty teaching lab science courses shall receive four (4) teaching credits for the purposes of pay grade and seniority. Such faculty will also receive an additional stipend of \$2,556 for each such lab science course.
 6. Effective September 1, 2018, faculty teaching independent studies shall be compensated at the rate of \$30 per hour for instructional services on behalf of students to a maximum of fifteen (15) hours per three-credit course or twenty (20) hours per four-credit course. All independent studies must be approved in advance by the Coordinator or designee. Timesheets need to be submitted for payment of independent studies.
- C. The pay schedule will be posted on the faculty portal. The start and end dates of payments are dependent upon the start and end date of each individual class. All payments by the College will be made in accordance with College procedure, and within normal processing time of the College. Unsigned contracts may result in delayed payment.
- D. Stipends for academic and other committee work
Faculty who are elected or appointed to an academic committee or other College committee shall be compensated for their work during an academic year (September to June) at the following rates:
1. Faculty elected or appointed to co-chair a curriculum committee of Academic Council shall receive a stipend of \$3,000 per year.

2. Faculty elected or appointed to co-chair the Faculty Advisory Committee on Technology (FACT) or the Faculty Advisory Committee on Student Success and Retention (FAC-SSR) shall receive a stipend of \$2,000 per year.
3. Faculty elected or appointed to serve as a member of a curriculum committee, FACT, FAC-SSR, the Experiential Learning Committee, or the Student Success and Retention Committee shall receive a stipend of \$1,500 per year.
4. Faculty elected or appointed to serve as a member of the General Education Committee shall receive a stipend of \$500 per year.

E. Retirement contributions

1. Faculty may participate in the Vermont State Colleges retirement plan (SRA) through TIAA by contacting the payroll office for enrollment forms or downloading and filling out the salary reduction agreement on teach.ccv.edu.
2. Faculty can make pre-tax reductions and/or post-tax salary reductions (Roth option). Faculty will be allowed up to three (3) loans against their pre-tax account at any time, subject to the plan provisions. Contributions are subject to the IRS maximum for employment at the VSC.
3. There will be no College match on any faculty contributions to the plan.
4. The VSC reserves the right to change the retirement plan and/or the carrier at its discretion with prior notice to the Union and faculty.

F. Professional Development Funds

1. Effective September 1, 2018, the College shall put aside, on an annual basis, an amount equal to \$120 per bargaining unit member.
2. Money from this fund will only be used for bargaining unit faculty.
3. These funds shall be used to reimburse: travel relevant to professional development, including attendance at professional meetings; tuition for courses relevant to professional development; and other activities relevant to professional development.

4. Faculty may access these funds by making prior application in writing to the Academic Dean. Approval for reimbursement shall be at the discretion of the Dean and shall not be withheld arbitrarily or capriciously.
5. Applications for professional development funds 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 may apply after October 1 and April 1 but will be considered only if funds still remain. Faculty having used funds in excess of \$120 within the previous twelve (12) months will not be considered unless funds remain after other applicants have been approved.
6. In no instance shall reimbursements exceed the actual expenditures of the faculty member, as attested to by receipts for expenses.
7. The Dean shall report the current balance in the professional development fund to Academic Council on a monthly basis, including amounts awarded, recipients of awards, and the purpose for which the funds were used.

ARTICLE 23

MILEAGE REIMBURSEMENT

- A. If the College requires faculty members to attend a College-sponsored meeting or event during the academic year, the College shall provide travel reimbursement at the applicable rate per mile. This shall not include commuting travel between a faculty member's home and the center(s) where they teach.
- B. In addition, the College shall pay mileage reimbursement for certain non-required College-sponsored meetings or events including Summer Institute, Graduation, and professional development events hosted by Academic Council or its curriculum committees.

- C. Faculty members seeking reimbursement for travel shall comply with all applicable VSC policies and procedures, including VSC Policy 424: *Travel Policy*. Faculty requesting travel reimbursement shall do so using the online form available on the portal.

ARTICLE 24

JURY DUTY

A 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 make reasonable efforts to make up missed class(es) either in person or online. Faculty members will be paid their regular salary while performing jury duty provided that they do not request or receive payment for their jury service. If they do receive payment for their service from the court, CCV shall pay faculty members the difference between their regular salary and any jury service payment. Faculty members must provide evidence of their service and any payment received from the court, if so requested.

ARTICLE 25

LEAVES OF ABSENCE

A. Sick Leave

1. In any case where extended illness or disability prohibits the faculty member from completing their semester assignments(s), they shall continue to be paid for the rest of the semester provided:
 - a. they have completed 60% of the semester's scheduled class meeting times; and
 - b. they submit a medical doctor's certificate verifying that the faculty member will be unable to complete the semester due to illness or disability.
2. In cases where the 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 faculty member may submit a request to the Academic Dean or

his/her designee to take leave. The Academic Dean or his/her designee will have the discretion to place the faculty member on paid leave provided the faculty member has verification that he/she will return in time to complete 60% of the semester's scheduled class time.

- a.. The decision of the Academic Dean or his/her designee 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 faculty member, whether a class can be covered through temporary arrangements during the faculty member's leave, or whether CCV can hire a replacement to cover the rest of the semester.
- b. If leave is granted under these circumstances, upon their return, the faculty member will receive pay retroactively for the period during which they were out on sick leave.
- c. If the leave is for three (3) weeks or less, faculty members shall provide assignments through the learning management system and take other steps as appropriate to cover their classes. If the leave is for longer than three (3) weeks, the Academic Dean or his/her designee shall find necessary replacement faculty.

3. In no case shall a leave where the faculty member has completed 60% of the semester's scheduled class meeting times impact a faculty member's seniority. In no case shall a leave impact a faculty member's future appointment (as set forth in the Articles on Appointments and Assignments).

4. If a faculty member is unable to complete 60% of the se semester, the faculty member shall be paid pro rata for the amount of work performed.

B. Bereavement Leave

1. A faculty member shall be granted up to five (5) consecutive days of paid leave, which includes the day of the funeral, upon the death of the faculty member's spouse or partner in a civil union, parent, or child.

2. A faculty member shall be granted up to three (3) consecutive days of paid leave, which includes the day of the funeral, upon the death of the faculty member's sibling, grandparent, grandchild, parent-in-law, brother- or sister-in-law, son- or daughter-in-law.
3. Requests for bereavement leave for individuals other than the family members described above may be granted by the President or the President's designee.

C. Professional Leave

Upon two weeks' notice of request for professional leave, the President or the President's designee may grant a faculty member leave for up to five (5) consecutive days. The 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 withheld unreasonably. The decision shall not be grievable.

ARTICLE 26

FACILITIES

- A. CCV will make space available in each Center where faculty can prepare for classes and meet privately with students.
- B. Upon request by a faculty member, academic centers shall remain open for up to thirty (30) minutes after the end of the last class to enable faculty to meet with students.
- C. Unless otherwise needed by the College, the available space referred to A. above shall be made available when the Center is open between semesters or sessions for a faculty member provided he/she has received a commitment by the college to teach in the subsequent semester.
- D. The College agrees that office space for faculty will be considered when planning new academic centers or in renovating or expanding existing academic centers.

ARTICLE 27
FACULTY GOVERNANCE

- A. The Union, 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 Union recognizes the desirability of democratic faculty governance in areas of academic concern. Such faculty governance shall be implemented through, but not limited to, faculty participation within the Academic Council, the governance body established to: assess the quality and effectiveness of all academic programs; to approve new academic programs brought by its curriculum committees; to oversee the degree-granting process; to review and recommend academic policies to the President for approval; and to ensure that CCV provides the best teaching and learning experience to students.
- B. Recognizing the final determining authority of the President, matters of academic concern shall be initiated by the Academic Council or by the President or Academic Dean through the Academic Council, which shall consider the matter and respond within a reasonable time.
- C. Membership
1. The Academic Dean chairs the Academic Council.
 2. Membership of the Academic Council shall consist of the Dean of Students, the Dean of Academic Technology, two associate academic deans, staff and faculty co-chairs of each of the Council's curriculum committees, one academic center Executive Director, a faculty representative on the Council's policy committee, a library staff representative, an information technology staff representative, and a student representative who shall be appointed for a term of one year. CCV has the discretion to select a different mix of administrators to serve on Academic Council provided that the total number of non-faculty members does not exceed fourteen.
 3. The curriculum committees develop, evaluate, and assess programs to ensure their accessibility and quality. The Union will organize elections for the positions of

co-chair and members of the curriculum committees, as well as the faculty representative to sit on the policy committee of Academic Council, when more than one faculty member is interested in the position. If a position is not contested, the Union will select faculty to serve as co-chairs and members of each of the curriculum committees and to sit on the policy committee of Academic Council. Staff co-chairs of the curriculum committees will be chosen by center Executive Directors, in consultation with the Academic Dean.

4. The membership of each curriculum committee shall include up to six (6) faculty members selected by the Union and up to five (5) staff members selected by Executive Directors, in consultation with the Academic Dean. The term of Academic Council and curriculum committee members is for two (2) years. All selections of Academic Council and curriculum committee members are subject to the President's approval. Such approval shall not be withheld arbitrarily or capriciously. In the event a faculty member is not approved by the President, the Union retains the right to fill the vacancy.
5. The faculty will submit a list of the faculty elected/selected to serve as co-chairs and members of the curriculum committee, as well as the faculty representative on the policy committee, to the Academic Dean no later than July 1. In the event that the faculty fail to elect sufficient faculty members to serve as co-chairs or committee members by July 1, the President will appoint faculty members to fill any such vacant positions.
6. If a vacancy occurs in any Academic Council staff position prior to or on December 31, the President will appoint a replacement for the remainder of the academic year. If a staff vacancy occurs after December 31, the position will remain open until new appointments are made for the subsequent academic year.
7. If a vacancy occurs in an Academic Council faculty co-chair or policy committee position prior to or on December 31, the Union shall select a replacement to serve for the remainder of the academic year. If a faculty vacancy occurs after December 31, the position will remain open until new appointments are made for the subsequent academic year.

8. The Academic Council will create working groups as needed in order to fulfill its responsibilities. At least one faculty member of the Academic Council will be invited to join each Council working group.

ARTICLE 28
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 29
NO STRIKE OR LOCKOUT

- A. The Union, on behalf of its officers, agents, and members, agrees that so long as this Agreement or any written extension hereof is in effect, it shall neither conduct nor support any strike, slow-down, refusal to cross any picket line, sit-down, or organizational primary picketing.
- B. CCV and the Vermont State Colleges agree that there shall be no lock-out during the term of this Agreement.

ARTICLE 30
EFFECT OF AGREEMENT

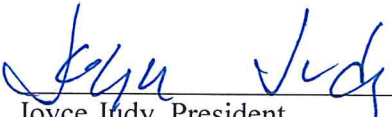
- A. This instrument constitutes the entire Agreement of the Vermont State Colleges and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.
- B. The parties acknowledge that during the 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 Union, 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 provided in Article 28, 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 31
DURATION AND RENEWAL

This Agreement shall continue in full force and effect until midnight, August 31, 2021, and shall automatically renew each year unless either party notifies the other, in writing, of its desire to negotiate one or more articles by April 30 of the year in which the contract is due to expire. Once such notice has been given, this Agreement shall continue in force until agreement on a successor contract has been reached and ratified by the parties.


In witness thereof, the Community College of Vermont and the Vermont State Colleges have caused this instrument to be executed by its duly authorized representative and the Union has caused this instrument to be executed by its duly authorized representative(s), as signified below:

COMMUNITY COLLEGE OF VERMONT

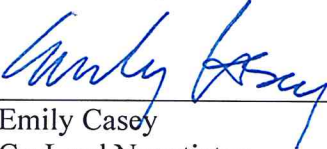
BY: 
Joyce Judy, President
Community College of Vermont

DATE: 6/25/2018

CCV UNITED FACULTY, VSCFF 3180, AFT VERMONT, AFL-CIO

BY: 
Elisabeth Lehr
Co-Lead Negotiator

DATE: 6/25/18

BY: 
Emily Casey
Co-Lead Negotiator

DATE: 6-25-18