

**AGREEMENT**

**BETWEEN**

**VERMONT STATE COLLEGES**

**AND**

**VERMONT STATE COLLEGES  
FACULTY FEDERATION,  
UNITED PROFESSIONS AFT VERMONT,  
LOCAL 3180, AFL – CIO**

**September 1, 2018 –  
August 31, 2022**

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## AGREEMENT

This Agreement is made and entered into effective September 1, 2018 by and between the Vermont State Colleges Faculty Federation, United Professions AFT Vermont, Local 3180, AFL-CIO for, and on behalf of, itself and each of the Chapters of the VSCFF, United Professions AFT Vermont, Local 3180, AFL-CIO collectively (hereinafter "the Federation") and the Chancellor of the Vermont State Colleges for, and on behalf of, the Vermont State Colleges (hereinafter "the Vermont State Colleges" or "VSC") and each of the Vermont State Colleges individually and collectively (hereinafter "a College" individually, "the Colleges" collectively).

### ARTICLE 1

#### DEFINITIONS

Unless the context clearly requires otherwise, the following definitions apply to this Agreement:

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 member colleges of the Vermont State Colleges, which for the purposes of this contract includes Castleton University, Northern Vermont University<sup>1</sup> and Vermont Technical College. "The Colleges" in the plural refers to all of the member colleges of the Vermont State Colleges listed above.

Dean: The term 'Dean' shall refer to the Chief Academic Officer of the College, however named.

Faculty Member: The term "faculty member" as used in this Agreement shall mean any member of the full-time faculty bargaining unit; "faculty" shall mean all members of the full-time faculty bargaining unit.

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<sup>1</sup> Teaching for NVU Distance learning is not considered bargaining unit work, but there may be circumstances when faculty teach in NVU Online with the Dean's approval, as set forth in Article 24.

Federation: The term "Federation" as used in this Agreement shall refer to the Vermont State Colleges Faculty Federation, United Professions AFT Vermont, Local 3180, 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 by the date(s) specified herein.

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.

Rank: The term "rank" as used in the Agreement shall mean any one of the four academic ranks of Instructor, Assistant Professor, Associate Professor, and Professor. These ranks shall apply to all librarians included in the bargaining unit.

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, Chancellor and Colleges.

Whenever a date identified in the *Agreement*, falls on a Saturday, Sunday, or College-recognized holiday, the due date shall roll over to the next business day.

**ARTICLE 2**  
**RECOGNITION**

A. The Vermont State Colleges recognizes the Federation as the exclusive bargaining agent for all full-time teaching faculty and ranked librarians 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 December 18, 1973.

- 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 3**  
**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 manage 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 work 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. Nothing in this Agreement shall be construed to limit the right of administrative personnel to perform instructional duties following consultation with the instructional unit, 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.
- C. No 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.
- D. The application of such management rights in alleged violation of the provisions of this Agreement shall be subject to the provisions of Articles 14 and 16, Grievance Procedure and Arbitration.

**ARTICLE 4**  
**FEDERATION RIGHTS**

- A. Individual Contracts  
Rights and benefits 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 campus 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.

2. Postings on all such bulletin boards shall be made by, or at the direction of, the Federation Chapter Chair on each campus, 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. notices 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.
4. The campus Chapter Chair or designee shall be primarily responsible for maintaining the bulletin board, including, but not limited to, removal of dated or disallowed postings. The Federation shall provide the name of this Representative to the designated College official upon request.

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 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

Under reasonable guidelines set forth by the designated administrator, Federation Representatives may use the College's computers, typewriters, duplicating equipment and calculators when they are not otherwise in use 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 charges are not paid within thirty (30) days of billing. The Federation may install its own telephone service at each College in locations approved by the 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 5**

**FEDERATION OFFICER RIGHTS**

- A. If the Federation president or Federation grievance chairperson so chooses, each shall receive up to a 50% reduction in workload without loss of rights and benefits.
- B. 1. The Federation's representative on the Salary Review Committee shall be given one-quarter released time during either the fall or the spring semester. Also, in a semester in which the Chancellor requests the committee to make a report and recommendation on the need for more than two differentials, as provided for in Article 29, F., the Federation's representative on the Review Committee shall be given one-quarter released time. In no case shall the Federation representative receive more than one-quarter released time per semester for these duties.
2. Should the Federation's representative on the Review Committee serve during a time when his/her teaching workload does not permit one-quarter released time because the semester has already begun or the committee's work is performed in the summer, the released time referred to in Subsection 1 of this Section may be taken by said representative during the following semester.
- C. Faculty Federation chapter chairs shall receive three (3) credit hours released time each academic year.
- D. If the Federation president or grievance chairperson so chooses, each or either shall be allowed at least

two consecutive days per week free of classes. Friday and Monday shall be considered consecutive days for purposes of this Article. If he/she so chooses, a college grievance officer shall be allowed at least two days per week free of classes.

- E. For purposes of faculty evaluation, the responsibilities of Federation local and chapter officers, grievance officers, grievance chairperson, Salary Review Committee members, and members of the negotiating team shall be recognized as College service.
- F. The Federation shall designate at least one negotiating representative from each College prior to the commencement of negotiations and shall notify the Colleges of its choices at least thirty (30) days prior to such commencement. Nothing in this section shall preclude the Federation from having additional members at negotiations without altering their scheduled obligations. Additional members shall be responsible for making any necessary arrangements to meet such obligations.
- G. During the semester preceding expiration of the Agreement, the Colleges shall provide a pool of four (4) courses, not to exceed twelve (12) credits, for distribution to members of the Federation's negotiating committee for the purpose of preparation for and attendance at negotiations. The Federation shall notify the Chancellor's Office, with a copy to the President and Dean at each of the Colleges, of the faculty members to receive release time. The particulars of any course release, or equivalent, shall be coordinated with and approved by the Dean at each of the Colleges. The Dean's approval shall not be withheld arbitrarily or capriciously. Notice shall be provided as far in advance as possible to ensure adequate coverage of assignments but no later than by February 15 for release time in the following Spring semester.

**ARTICLE 6**  
**DUES DEDUCTIONS**

- A. The Colleges shall deduct Federation dues as set forth in the Federation Constitution and By-Laws, for the Federation only, for all faculty who voluntarily authorize said deductions by the signing of authorization cards. Such deductions shall be made in equal amounts biweekly, beginning the first payroll period after receipt of the authorization card by the College. The funds deducted shall be

transmitted to the designated Federation treasurer by the 15<sup>th</sup> of the month following the month in which deductions were made. The Colleges shall continue dues deductions while a faculty member is employed unless and until the faculty member revokes authorization for the payment of dues in accordance with the Dues Authorization Card (see Appendix B).

- B. 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.
- C. The Colleges will also allow for voluntary employee payroll deductions to contribute to a Vermont State Colleges Faculty Federation Scholarship Fund (see Appendix J).

**ARTICLE 7**  
**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 outside of the workplace, he/she shall continue to have the same freedom as others, 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 8**  
**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, sexual orientation, gender

identity, gender expression, religion, disability, ethnicity, national origin, citizenship, union activity, political activity, veteran status, membership or non-membership in the Federation, or any other category protected by law. However, an applicant for employment may not file a grievance under this contract for alleged violations of this provision but may pursue whatever rights he/she has under state or federal law.

The Colleges recognizes the duty to reasonably accommodate a faculty member's religious beliefs unless doing so would result in undue hardship on the Colleges, consistent with state and federal law.

### **ARTICLE 9**

#### **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 10**

#### **OUTSIDE EMPLOYMENT**

A faculty member's primary work responsibility is to the Colleges. However, provided it does not interfere with the performance of the faculty member's normal duties and responsibilities, he/she shall not be precluded from engaging in outside employment. If a faculty member maintains significant and regular outside employment, he/she shall advise the Dean and President of such employment.

### **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 chapter chairperson or his/her

designee prior to the filing of a grievance.

- B. Any grievance pursuant to this Article shall be processed through the grievance procedure set forth in this Agreement (Article 14) through Step 2 and, thereafter, to Arbitration, provided that any grievant who elects to file a complaint under OSHA relative to such condition(s) shall be deemed to have waived his/her right to proceed to such arbitration step.
- C. 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.

**ARTICLE 12**  
**NOTICE OF VACANCY**

Notice of full- or part-time administrative or faculty vacancies within the system shall be posted on a bulletin board on every campus 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. 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/she may enjoy under the provisions of Article 13, Transfer and Classification and Article 17, Layoff.

**ARTICLE 13**  
**TRANSFER AND CLASSIFICATION**

- A. Transfer Between Colleges
  - 1. When a full-time faculty member applies to a full-time faculty position at another College or campus, such faculty member shall be granted a transfer provided his/her fitness and ability are relatively equal to the fitness and ability of other candidates for the position.
  - 2. Seniority shall govern in cases of conflict between two faculty members from within the System

whose fitness and ability are relatively equal.

3. A transferred faculty member shall retain rank, tenure status and credit for years of service for purposes of promotion, tenure and salary.
4. No individual shall be involuntarily transferred unless the position he/she occupied is eliminated. If the eliminated position is re-established during a three-year period, the faculty member so transferred shall be offered reappointment to the position.
5. No transfer of faculty between Colleges shall result in layoff of faculty.

B. Transfer Within a College

Faculty transferred to a new department, discipline or program within a College shall continue to accrue seniority in the prior department, discipline or program if it continues at the College, as well as in the new department, discipline, or program.

The College shall have the right to transfer the faculty member back to his/her prior department, discipline or program. The faculty member shall have the right to be transferred back to such department, discipline or program during the first two (2) years after the new assignment is made; permission for transfer shall not be withheld unreasonably.

C. Classification

1. Except as otherwise provided in this Agreement, the Vermont State Colleges shall retain the right to classify and reclassify personnel, except that no faculty member's title shall be changed without his/her consent, which consent shall not be unreasonably withheld.
1. Assignment of any faculty member to any non-supervisory duty(ies) or job title(s) which did not exist at the time of the election of the collective bargaining agent, shall not be used for, or result in, the removal of any faculty member and/or his/her job title or position from said bargaining unit.

**ARTICLE 14**  
**GRIEVANCE PROCEDURE**

A. Special Conferences

1. Any individual faculty member or group of faculty members shall have the right to discuss any concerns/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 Federation shall receive notice of any requests for special conferences at least five (5) calendar days before the conference is held. The clock may be stopped during all recesses in excess of seven (7) calendar days as established in accordance with Article 47, Academic Calendar, 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. The Federation shall also have the right to discuss any concerns/complaints with the Chancellor or his/her designee in a special conference in situations involving matters arising solely from the directions or actions of the Chancellor. A request for a special conference at the Chancellor's level must be in writing and received within fifteen (15) calendar days following the time at which the Federation could have been reasonably aware of the situation created by the Chancellor which is the basis for concern.
3. 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.
4. If a matter has not been satisfactorily resolved through special conference, the concerned party(ies) may file a grievance (pursuant to D. below).

B. The term "grievance" shall mean a faculty member's, or group of faculty members', or the Federation's



expressed dissatisfaction, presented in writing, with aspects of employment or working condition under 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:

1. STEP ONE

- a. 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 as established in accordance with Article 47, Academic Calendar, 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.
- b. 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 H. and J. 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.

2. STEP TWO

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 I 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, or within thirty (30) calendar days after the date of the last special conference under Section A.2. above, if any, held to specifically discuss the matter being grieved. The clock may be stopped during all recesses in excess of seven (7) calendar days as established in accordance with Article 47, Academic Calendar, 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 representatives, 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. 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. The filing or pendency of a grievance under the provisions of this Article shall not prevent the Vermont State Colleges or its representatives from taking the action complained of, subject, however, to final decision of the grievance, unless such action would be irreversible if the decision were in favor of the grievant.
- G. 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. 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.
- H. 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 a 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.

- I. At grievance meetings, each side may take written notes only.
- J. 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. Observers may not attend grievance meetings without the consent of both parties.
- K. Written communications required as part of the grievance procedure shall be hand delivered, sent via U.S. Postal Service, certified mail, return receipt requested, or sent via the VSC's securely encrypted file transfer service (currently ZendTo).

**ARTICLE 15**  
**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/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/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/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. Except as otherwise detailed herein, once the President or Dean becomes aware of any alleged acts that may form the basis for discipline under this Article, the College must initiate disciplinary proceedings under this Article within 180 calendar days of becoming aware of the alleged acts. Once the President, Dean or Title IX/Policy 311 Coordinator becomes aware of any alleged acts that may form the basis for disciplinary action resulting from violations of Policy 311, Policy 311-A, or any revision of such policies, the College must initiate disciplinary proceedings under this Article within two years of becoming aware of the alleged acts. The College shall initiate disciplinary proceedings under this Article once it becomes aware of a serious crime against person or property, but there shall be no statute of limitation on these crimes.
- G. All time limits in this Article may be extended by the mutual agreement of the Colleges and the Federation.

**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 V.S.A. § 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 a VLRB arbitration 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 2 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. Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.
6. Observers may only attend a private arbitration by mutual agreement if invited by one or both of the parties, subject to the discretion of the arbitrator.
7. The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement.
8. 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

##### LAYOFF

- A. Should layoff become necessary, a faculty member shall be laid off according to the provisions of this Article.

- B. Layoff shall take place only after the College experiences any one or any combination of the following bona fide circumstances or conditions:
1. Demonstrable financial exigency
  2. Program or discipline curtailment
  3. Declining enrollment in a department or program
  4. Faculty staffing needs at the College.
- C. The magnitude of the layoff shall be commensurate with the financial exigency, program or discipline curtailment, decline in enrollment or staffing needs of the College necessitating such layoff.
- D.
1. In the event the layoff of tenured faculty becomes necessary, staffing needs, based on program or discipline offerings, shall serve as the guideline for such layoff and tenured faculty shall only be laid off after consultation with the Faculty Assembly on the curriculum impact, in accordance with Article 19, and only in departments, disciplines or programs affected by the conditions set forth in B. and C. above.
  2. Before tenured or tenure-track faculty members shall be laid off, part-time faculty and faculty on terminal or temporary contracts, including administrators, shall not be reappointed in the department, discipline, or program affected and overload credits for tenured faculty in such department, discipline or program shall be minimized. Tenure-track faculty in the department, discipline or program affected shall be laid off only if the tenured faculty members are qualified to fill the instructional requirements of the department, discipline, or program affected. "Qualified" shall mean that faculty members are able to present reasonable evidence that they can fill the instructional requirements of the department, discipline, or program. "Reasonable evidence" includes, but is not limited to, recent instruction of same or similar courses, advanced degrees or credentials in the specific discipline or professional experiences directly related to the program.
  3. Tenured faculty shall be laid off in the inverse order of seniority in the department, discipline, or program affected, as determined by the number of semesters of full-time teaching service to the

department, discipline or program as described in H. below, provided that the fitness and ability of tenured faculty members with more seniority are relatively equal to the fitness and ability of tenured faculty with less seniority in the department, discipline, or program affected.

4. The decision to lay off a tenured or tenure-track faculty member shall be subject to the grievance and arbitration provisions of this Agreement if the faculty member or the Federation claims that the decision: (a) violates Article 7 (Academic Freedom); (b) violates Article 8 (Anti-discrimination); (c) violates the procedure for layoff as set forth in this Agreement; or (d) is based upon a mistake in fact regarding the circumstances or conditions listed in Paragraph B above.
  
- E. The President shall notify a tenured or tenure-track faculty member in writing that he/she is to be laid off by October 31 of the year preceding the layoff. This written notification shall contain the reasons for said layoff.
  
- F. Before any new faculty are hired in any department, discipline, or program which has experienced layoffs, the laid off faculty shall be offered the opportunity for rehire in the inverse order of their layoffs under the conditions set forth in J. below (last person laid off is rehired first).
  
- G. Before a faculty member is laid off, he/she shall be offered appointment to any existing vacancy for which he/she meets the position qualifications, first on his/her own campus and, if no such vacancy exists, then within the System.
  
- H. Before determining the length of full-time teaching service to the department, discipline, or program, all faculty who have in the past been transferred into the department, discipline, or program shall be transferred back to their former department, discipline, or program, if it still exists. When the number of semesters of full-time teaching service is equal, the individual first appointed to the department, discipline, or program shall have seniority. The date of appointment shall be taken as the date of the letter which appointed the individual as a full-time member of the department, discipline or program in accordance with the provisions of Article 20 and Article 22.

- I. On or about October 1 of each year, the College shall provide the Federation with a list containing the date of original appointment to the department, discipline, or program of all faculty. Starting in October 2015, the date of appointment shall be deemed to be the beginning of the faculty member's first pay period in the bargaining unit.
  
- J. Faculty removed as a result of layoff shall be appointed in any full-time teaching position for which they qualify at the College from which they have been laid off for a period of three (3) years, and must accept such appointment within thirty (30) days after receipt of such offer, such acceptance to take effect not later than the beginning of the academic year immediately following the date such offer was made. Laid off faculty will be credited with their original date of appointment for the purpose of determining years of service if they are recalled within three (3) years of layoff, and with all rights and privileges that they had accumulated prior to layoff.

**ARTICLE 18**  
**ADVISING AND REGISTRATION PROCEDURE**

The advising and registration of students shall conform to the following guidelines:

- A. Entering students shall be assigned faculty advisors according to their area of interest and students who have no predetermined area of interest shall be assigned an advisor from the faculty. After consultation with the appropriate department chairperson or program coordinator, an administrator may be assigned an advisee(s) where such assignment is considered to be in the best interest of the student(s).
  
- B. Procedures for registration shall be established by each College after consultation with the Federation.
  
- C. Once procedures are established, they shall remain in effect until either a College or the Federation initiates a proposal for change, which shall then be considered under B. above.
  
- D. If there is a disagreement regarding registration for a particular course, the faculty member and the Dean or appropriate administrative official shall discuss the maximum number of students allowed to register in each course before decision by said Dean or other designated official. The college shall take into

account the maintenance of academic quality through sound pedagogical practice along with the needs and the best interests of the students and the College in determining the maximum number for each course. This said maximum number shall be established within the provision of Article 24, Workload.

- E. The department chair will be notified in advance of the cancellation of any previously scheduled department course.

**ARTICLE 19**  
**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 for each College, consisting of all full-time faculty and ranked librarians only.<sup>2</sup> 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 area listed in C. below. The President may address the Assembly, at the request of either the President or the Assembly, on topics other than those enumerated in C. below, provided, however, that granting such requests shall not be mandatory.
- 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:

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<sup>2</sup> Notwithstanding this provision, the parties recognize that there shall be a Faculty Assembly at Northern Vermont University's Lyndon campus and at its Johnson campus for the life of this Agreement. The parties further recognize that the NVU Faculty Council, comprised of representatives from each campus, shall be the principal conduit for communication between the administration and the faculty at each campus at Northern Vermont University.

1. Curricular policy and curricular structure. Any proposal to abolish course offerings must be considered under the terms of this paragraph.
  2. Library policies and acquisitions policy.
  3. Requirements for degrees and granting of degrees.
  4. Policies for recruitment, admission and retention of students.
  5. The development, curtailment or reorganization of academic programs.
- D. The responsibilities of faculty shall include the initial assignment of their courses and arrangement of their schedules, including mode and location of delivery (*e.g.* face-to-face, hybrid, online, telepresence), as well as designation of a reasonable number of office hours when the faculty shall be present on campus. Such scheduling shall be coordinated by the department chairperson, where present, or by the appropriate academic unit coordinator. Every reasonable effort shall be made, within the department or other appropriate academic unit, to accommodate the desires of the members and to develop a viable schedule, consistent with the needs and best interests of students and the College, subject to administrative approval.

The Unit Coordinator shall submit in writing to the designated administrator and to the faculty concerned, the unit's schedule; the faculty member's preferences, given in priority order, shall also be supplied to said administrator. Should a dispute arise within a department or other appropriate academic unit, it shall be resolved by the appropriate administrative officer. In the event that the College must either resolve a dispute or revise a departmentally-arranged schedule, the appropriate administrator shall make every reasonable effort to act in accordance with the preferences in order of priority, taking into account the needs and best interests of the students and College.

**ARTICLE 20**  
**FACULTY EVALUATION**

- A. The evaluation of faculty shall be used to improve instruction and to aid in determining whether or not a faculty member shall be reappointed, promoted, tenured or continue to be employed.

B. Performance Areas

1. The following performance areas shall be considered in the performance evaluation of a faculty member for reappointment, promotion, and tenure:
  - a. Teaching and Advising Effectiveness, which may include but not be limited to the faculty member's:
    - (1) Knowledge of the subject matter
    - (2) Effectiveness in facilitating learning by means or methods such as lecture, discussion, demonstration, laboratory exercise, practical experience, distributed 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, taking and regularly reporting course attendance, providing timely, frequent feedback to students, and using the VSC's Learning Management System.
    - (5) Effectiveness in defining learning objectives and assessing learning outcomes in courses.
    - (6) Effectiveness in designing educational experiences to address the needs of diverse learners.
    - (7) Effectiveness in informing students about degree requirements.
  - b. Scholarly and Professional Activity, which may include but is not limited to achievements and projects such as:
    - (1) Published books or treatises and publication in professional journals.
    - (2) Submission of material for publication or evidence of research in progress leading toward scholarly publication.
    - (3) The exhibition of creative works, show and performance credits, etc. when they are appropriate to the field of study.
    - (4) Development of improved instructional materials or methods.
    - (5) Curriculum development, with special emphasis on program development.

- (6) Presentations to and positions in professional organizations.
  - (7) Obtaining grants, contracts or similar financial support from government, foundations, or other external sources for scholarly purposes.
  - (8) Applying for such grants, contracts or similar financial support referred to in (7) above.
  - (9) Acquiring a degree other than the appropriate VSC required minimum degree at time of appointment.
  - (10) Acquiring and maintaining an appropriate professional certificate or license.
- c. Service to College and Community, which may include but is not limited to activities such as:
- (1) Serving on departmental, college and/or VSC committees.
  - (2) Serving as department chairperson or program coordinator.
  - (3) Having responsibility in accreditation and reaccreditation activities and program evaluation.
  - (4) Advising student organizations.
  - (5) Working with civic and political groups, municipal or state governmental agencies, primary or secondary schools in the State, and community groups.
  - (6) Holding public office.
  - (7) Serving in the VSC Faculty Federation, as provided for in Article 5 E.
  - (8) Obtaining grants, contracts or similar financial support from government, foundations or other external sources for academic support purposes.
  - (9) Applying for such grants, contracts or similar financial supports referred to in (8) above<sup>3</sup>.
  - (10) Meeting with prospective students, visiting schools and participating in admissions-related events.

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<sup>3</sup> A faculty member may not use the same grant activity [See b. (7) and (8) and c. (8) and (9)] as evidence of both scholarly and professional activity and service to college and community.



- d. The Special Work of Librarians, which shall be considered in addition to their performance in a., b. and c. above, shall include but not be limited to work such as:
- (1) Helping students and faculty use the library.
  - (2) Developing the collection.
  - (3) Working with other librarians within the Vermont State Colleges and outside of it.
  - (4) Training library staff.
  - (5) Managing the library.
  - (6) Overseeing student workers.
  - (7) Coordinating use of multi-media equipment and teaching faculty, staff, and students how to use this equipment.
2. For faculty undergoing third year review, the Dean may specify an area of special concern to be addressed in the review process.

C. Procedures

1. Dates

- a. The dates by which the stages of the reviews for reappointment, third year review, promotion, and tenure must be completed are:

	<u>1st Year Reappointment</u>	<u>2nd Year Reappointment &amp; 3rd Year Review</u>	<u>4th Year Reappointment</u>	<u>Promotion and Tenure</u>
Faculty's File Closes	January 6	November 15	January 6	February 1
Committee's Letter in File	February 6	December 20*	February 6	March 6
Dean's Letter In File	March 1	February 1	March 1	April 1
Response of Faculty Member to Dean's Letter, if any, in File	Within Ten Days of the Placement of the Dean's Letter in File	Within Ten Days....	Within Ten Days...	Within Ten Days...

President  
Decides

April 1

March 1 (For 2nd  
year reappointment only)

April 1

May 1

\*See C.3.e. below.

- b. It is understood that the file closing dates above do not apply to any written evaluations of faculty based on administrative observation of classes pursuant to section F. below. Such written evaluation may be placed in the faculty member's file at any time up to the date for the "Dean's letter" to be submitted. It is further provided that regardless of when the written evaluation of the classroom observation is placed in the file, the faculty member will have ten (10) days from receipt of the evaluation to place his/her response in his/her personnel file.
- c. Should anything be placed in a faculty member's file within two weeks of the file closing date, it is understood that the faculty member will have the right to provide a written response to such documents within two weeks of receipt of the documents or notice of the documents being placed in the file. The faculty member will send a copy of his/her response, if any, to the faculty evaluation committee. The faculty evaluation committee must have an opportunity to review the faculty member's response, if any is received within the above-mentioned two-week period, before any final recommendation.

2. Self-evaluation

- a. A faculty member in his/her fourth year of service who is being reviewed for reappointment to fifth and sixth years of service must write a self-evaluation. The self-evaluation shall present reasons from the faculty member as to why he/she should be reappointed and shall assess his/her progress toward tenure in each of the performance areas listed in B. above.
- b. A faculty member in his/her sixth year of service who is being reviewed for tenure must also write a self-evaluation. The self-evaluation shall assess how the faculty member's work in each of the performance areas listed in B. above meets the standards for tenure.

- c. A faculty member being reviewed for a personnel action other than those mentioned in a. and b. above may write a self-evaluation.
- d. A self-evaluation must be placed in the faculty member's personnel file by the appropriate file closing date.

3. The Faculty Committee

- a. A committee established by each Faculty Assembly shall review each faculty member who is being reviewed for reappointment, third-year review, promotion, and/or tenure. The committee shall evaluate the faculty member's work in the performance areas listed in B. above using, as appropriate, the standards set forth in Article 21, Appointment and Reappointment, Article 22, Promotion, and Article 23, Tenure. The committee's evaluation shall be incorporated into a letter of recommendation that shall be placed into the faculty member's file no later than
  - (1) February 6 in the first year of service.
  - (2) December 20 in the second and third year of service.
  - (3) February 6 in the fourth year of service.
  - (4) March 6 in the sixth year of service or year in which the faculty member is seeking promotion.
- b. At least ten (10) days prior to the appropriate date in a. above, the committee shall send a copy of its tentative letter of recommendation to the faculty member.
- c. The faculty member may respond to the committee's letter orally or in writing or both within seven (7) days of the sending of the letter.
- d. The committee may amend its letter in light of the faculty member's response.
- e. Second- and third-year faculty may request and shall be granted an extension of time to review the current semester's student evaluations before responding to the faculty committee's letter. The faculty member must respond to the committee's letter within ten

calendar days after the evaluations are first available for his/her review. In cases where such extensions are granted, the committee shall file its final recommendation by January 8.

- f. The committee chairperson shall have the right to meet with the Dean prior to the Dean's evaluation to explain, highlight, or otherwise elaborate the committee's recommendation.
- g. Within ten (10) days of the committee placing its final evaluation into the file of the faculty member, the faculty member may comment on it in writing to the Dean. Such written responses will be made part of the file. After the committee's evaluation and prior to the Dean's evaluation, the faculty member shall also have the right to meet with the Dean to explain, highlight or otherwise elaborate the committee's recommendation and his/her self-evaluations.
- h. No grievance may be filed under this Agreement which is based in whole or in part upon the actions of the faculty committee.

4. The Dean

- a. After the committee has placed its letter of recommendation into the faculty member's file, the Dean shall review the faculty member for reappointment, third-year review, promotion, and/or tenure. The Dean shall evaluate the faculty member's work in the performance areas listed in B. above using, as appropriate, the standards set forth in Article 21, Appointment and Reappointment, Article 22, Promotion, and Article 23, Tenure. The Dean's evaluation shall be incorporated into a letter of recommendation that shall be placed in the faculty member's file no later than
  - (1) March 1 in the first year of service.
  - (2) February 1 in the second and third year of service.
  - (3) March 1 in the fourth year of service.
  - (4) April 1 in the sixth year of service or for any year in which the faculty member is seeking promotion.

- b. Within ten (10) days of the Dean's placing his/her letter of recommendation into the file of the faculty member, the faculty member may comment on it to the President orally or in writing.

5. The President

The President shall decide whether a faculty member shall be reappointed, promoted, or tenured according to the provisions of this Agreement. Third-year review does not require any action by the President.

6. The only written material that the committee and the Dean may use in conducting the reviews discussed in 3. and 4. above and that the President may use in judging the performance of a faculty member is the material placed in a faculty member's personnel file by the appropriate dates and those student evaluations not yet entered into the personnel file as provided for in E., Student Evaluations, below.

7. The provisions of the Article do not require peer review by department faculty. However, in situations where a department or program does a written evaluation on one of its members to be used as part of the review of that faculty member for reappointment, promotion or tenure, such written evaluation will be based upon the evaluative criteria delineated in this Article.

Such evaluation must be entered into the faculty member's file by the appropriate file closing date. A copy of any such evaluation shall be sent to the faculty member as well. The faculty member shall have the right to respond in writing to the department's evaluation within (10) days of receipt and such response will be made part of the file.

D. Years of Service: Policies

1. For purposes of reappointment, third-year review, promotion, and tenure, a faculty member appointed in mid-year shall be considered to have begun his/her first full year of employment at the beginning of the subsequent fall semester.
2. For purposes of reappointment, third-year review, promotion and tenure, years of service shall

not include semester(s) during which a faculty member was on a paid **or** an unpaid leave of absence for more than a majority of the days in a semester.

3. A faculty member who lacks one semester of the required years of service for review for reappointment, third-year review, promotion, or tenure shall be eligible for such review in the following academic year, unless such faculty member opts not to wait until the following year for such review.
4. A faculty member who leaves the employ of the College for any reason, except layoff, shall lose all service credit previously accrued unless re-employed by the College within one calendar year.

E. Student Evaluations

1. Student evaluation forms to obtain student feedback about the quality of (a) faculty teaching and (b) faculty advising shall be designed at each College by agreement among the committee of the Faculty Assembly referred to in C.3. above, a committee selected by students, and the President or his/her designee. Evaluation forms shall include written statements of opinion. The form must be designed by November 1 for use in that academic year or longer.
2. Student evaluations of faculty teaching and of faculty advising may be used for purposes of evaluation for reappointment, third year review, promotion and tenure.
3. Evaluation forms shall be provided electronically to students. For full semester courses, the evaluations shall be completed during the 12<sup>th</sup>, 13<sup>th</sup> or 14<sup>th</sup> week of classes. For modular courses, the evaluation shall be conducted when between 85-95% of the scheduled class meeting times have passed.

Except where there are extenuating circumstances, failure by an instructor to carry out the evaluation process in the manner described for any course may result in disciplinary action and may also adversely affect such faculty member's reappointment, promotion or tenure review.

4. Evaluations shall be immediately available for evaluation purposes but shall not be available to

the instructor or be inserted into the personnel file until the conclusion of the course.

5. Only the most recent three years of student evaluations where available shall be considered by the Committee of the Faculty Assembly referred to in C.3. above.
6. No copies or typescripts of the student evaluations shall be shared with anyone other than the faculty member and committee of the Faculty Assembly referred to in C.3. above without the faculty member's written consent.
7. Each fall semester after the first year of service, the Dean or his/her designee may, at the request of either the Dean or the faculty member, discuss his/her student evaluations for the preceding year. Should the Dean or his/her designee fail to meet with the faculty member when requested to do so, the student evaluations for the preceding year may not be used to support a negative personnel action.
8. In assessing teaching effectiveness as provided for in B.1.a. above, student evaluations shall only be used in conjunction with other sources of information about a faculty member's teaching such as administrative observations, peer evaluations, and self-evaluations.
9. When any officer of the College assesses the student evaluations of a faculty member in the process of producing a decision on reappointment, promotion or tenure, the criteria employed in such assessment shall be those provided in B.1.a. above.

F. Administrative Observation of Classes

1. Before the Dean or his/her designee visits the class of a faculty member, he/she shall meet with the faculty member and review the faculty member's syllabus, outline, or plan for the course, including use of the VSC's Learning Management System, where applicable. Under no circumstances will the Dean's designee be a member of the bargaining unit for purpose of observing full-time faculty.
2. The observation of a faculty member's class by the Dean or his/her designee shall deal with the

classroom management and other matters related to instructional methodology, including use of the VSC's Learning Management System, where applicable, and the faculty member's interaction with students in class, in addition to achievement of course outcomes.

3. Within two weeks of the classroom observation, the Dean or his/her designee shall meet with the faculty member to discuss the observation. Within two weeks of this meeting the Dean or his/her designee shall give the faculty member a written evaluation of the observed class.
4. Subsequent observations shall be done at the option of either the faculty member or the Dean or his/her designee.
5. The faculty member and the dean or his/her designee may agree to use an evaluation technique other than classroom observation.

G. Review of Tenured Faculty

Review of tenured faculty shall be conducted every six (6) years once the faculty member has been tenured for six (6) full academic years. However, nothing in this Article shall preclude the Dean, or the Dean's designee from conducting an evaluation of a tenured faculty member off-cycle because of concerns or complaints about the faculty member's job performance. The decision to conduct an off-cycle review shall not be arbitrary or capricious.

Notice of the review shall be provided by the Dean no later than September 1 of the academic year in which the faculty member will be evaluated. The review will use the performance areas and procedures set forth in this Article, except that the review shall be exclusively administrative. As a limited exception to this sequence, no such review shall be done in any year in which the faculty member is applying for a promotion. In such cases, if the faculty member applies for and is denied a promotion, then a review under this section will be undertaken the following year. In such cases, the faculty member may not apply for promotion in that following year but will be reviewed under this Section. If promotion is granted, then the next review will be six (6) years after the end of the academic year in which promotion is granted.



As part of the review under this section, the faculty member is required to submit to the Academic Dean a self-evaluation which outlines the work of the faculty member since the last review in the three performance areas and which will include evidence of such work wherever possible, as well as a self-evaluation of the faculty member's advising of students. The faculty member must submit this self-evaluation no later than February 1. At the option of either the faculty member or the Dean, a meeting will be held to discuss the self-evaluation.

The Dean will also review all student evaluation for the previous three years, regardless of whether or not the Dean or his/her designee has discussed those evaluations previously with the faculty member being reviewed.

In any case where the Dean has concerns about the level of performance of the faculty member in any of the three performance areas, the Dean will meet and discuss those concerns with the faculty member. If a faculty member's most recent review was more than six years ago, the faculty member and the Dean will mutually formulate a two-year development plan, which will specifically address the areas of concern. If a faculty member's most recent review took place within the past six years, the faculty member and the Dean will mutually formulate a one-year development plan, which will specifically address the areas of concern. As part of the development of the plan, the resources necessary to implement the plan will be considered.

If there is a disagreement as to the development of the plan, the committee of the Faculty Assembly referred to in C.3. above will meet with the faculty member and the Dean and make a recommendation regarding the plan to the President. The President's decision on the plan shall be final. Once agreed to, the development plan will be signed by both the faculty member and the Dean. At the end of the development period, the faculty member will submit a self-evaluation outlining his/her efforts in the development areas. Following receipt of the faculty member's self-evaluation, the Dean may also prepare a written evaluative report regarding the faculty member's work under the development plan. The Dean and the faculty member will then meet to discuss the faculty member's self-evaluation and the Dean's evaluation. Within two weeks of such meeting, the Dean will advise the faculty member in writing if any further action will be necessary. Such action may include an additional development plan (to be developed in accordance with the same procedures used for the initial development plan), an

extension of the existing development plan if the faculty member is making substantial progress toward meeting the plan's goals and expectations, or disciplinary action up to and including termination. The grounds for terminating a tenured faculty member are set forth in Article 23.

H. Degrees

1. As set forth in Appendix A, a VSC required minimum degree or an approved substitute is a requirement for promotion and tenure, except as provided in Appendix E.
2. After consultation with the Federation, the Colleges may add or delete degrees from the list in Appendix A.
3. By December 1 of the first year of service, the President shall give a faculty member preliminary notification in writing that he/she has or does not have a VSC required minimum degree.
4. By March 1 of the third year of service, the President shall give a faculty member final notification in writing that he/she has or does not have the VSC required minimum degree or the President shall notify the faculty member in writing that the Board of Trustees is actively discussing changing the VSC required minimum degree at issue, in which case the VSC shall give final notification in writing to a faculty member by September 1 of the fourth year of service. Once final notification has been given to a faculty member that he/she has the VSC required minimum degree, the Vermont State Colleges shall not change the degree requirements for that faculty member.
5.
  - a. By January 1 of the first year of service, a faculty member who does not possess a VSC required minimum degree may offer professional experience, attainment, and/or training which may represent a substitution for an appropriate required minimum degree.
  - b. Within six months of receiving a request from the faculty member to do so, the President shall decide whether the factors in a. above shall constitute a substitution for an appropriate required minimum degree and shall provide the faculty member with a written statement of his/her decision. The decision of the President shall not be grievable

or arbitrable.

- c. In evaluating a request for substitution for a required minimum degree, the President may seek the advice of a recognized person or persons in the same career/professional fields and/or the advice of an *ad hoc* committee established to evaluate the level of professional achievement. Such individuals and/or committee members, either from within or without the College, shall be selected by the President after consultation with the Chancellor and the appropriate department chairperson.
- d. The President shall give reasons for a negative decision only when that decision contradicts the recommendation of the recognized person or persons or *ad hoc* committee mentioned in c. above. The reasons of the President shall not be grievable or arbitrable.
- e. The decision of the President that a faculty member has a substitute for a VSC required minimum degree shall not be rescinded.

## **ARTICLE 21**

### **APPOINTMENT AND REAPPOINTMENT**

- A. "Appointment" shall mean initial full-time employment as a faculty member by the Vermont State Colleges.
- B. The appointment process shall be the following:
  - 1. When a bargaining unit position becomes available, the Dean or his/her designee shall consult with a committee of the appropriate department, if available, about the advertisement for the position and the publications in which the advertisement should be placed. Initial advertisement for a full-time faculty position at a College shall be made by the President of that College or his/her designee.
  - 2. Applications for full-time positions shall go to the Dean or his/her designee. After preliminary

review, the Dean or his/her designee shall forward all applications to the appropriate departmental committee, if available.

3. The departmental committee shall review all applications and return them, together with all recommendations, within fifteen days after submission to the committee.
4. The Dean or his/her designee shall decide which applicants shall be invited to the campus.
5. Applicants shall be interviewed by the Dean or his/her designee and by the departmental committee, if available, and all recommendations shall be forwarded to the President.
6. The President shall decide which applicant shall be appointed.

- C.
1. When a prospective faculty member is offered a position at a College, he/she shall be provided with a copy of the local faculty handbook, if any, and an individual notice of appointment, which will note that the collective bargaining agreement is on the VSC website for reference.
  2. The notice of appointment shall include:
    - a. The College, the campus(es), the department(s), discipline(s), and/or program(s) to which the faculty member has been appointed;
    - b. The dates for which the appointment is effective;
    - c. The designated rank;
    - d. Salary, fringes, total compensation;
    - e. Teacher's Oath (16 V.S.A. § 12);
    - f. A statement that the College has a limit on the percentage of full-time faculty that may be tenured (*See* Article 23) and what the existing percentage is; and
    - g. If applicable, a statement that the appointment is terminal (*See* G. below).

- D. Faculty appointed in mid-year shall accrue sick leave and seniority for purposes of layoff in their first semester.

- E. Only a newly hired faculty member who does not have the VSC required minimum degree or who has the required degree but does not have three full years of collegiate teaching, applicable business experience or other applicable experience shall be appointed to the rank of Instructor. At the discretion of the President, other faculty shall be appointed to the rank of Assistant Professor, Associate Professor or Professor.
- F. By September 15 of each year, the VSC shall inform the Federation in writing of the rank of each newly appointed faculty member.
- G. 1. A terminal appointment shall mean an appointment to the College for a specified term not to exceed one year. A faculty member on a terminal appointment shall be informed at the time of his/her appointment of the duration of the appointment and the College shall be under no obligation to provide any further notice of termination.
2. A College may give a faculty member a maximum of four one-year terminal appointments. If a faculty member on terminal appointment is then hired on a regular full-time basis, he/she shall receive credit for up to two years prior service for purpose of reappointment, third-year review, promotion, and tenure. He/she will receive credit for all years served on terminal appointment for purposes of sick leave and layoff.
3. Visiting Ranked Appointment
- a. The College may appoint an individual to a Visiting Ranked Appointment. A Visiting Ranked Appointment will be a non-tenure track appointment and will be utilized to meet a need to contribute to the development and/or implementation of a new academic program (certificate or degree) where the long-term viability of the program is uncertain or the program is expected to have a limited viable duration. Such an appointment may also be used for existing programs where the long-term viability of the program is in question or for expanding or further developing a program. The total number of Visiting Ranked Appointments shall not exceed four (4) on any campus in any given year. These

Visiting Ranked Appointments shall be excluded from calculations used in determining the percentage of faculty tenured at a College (*See* Article 23 J.).

- b. Such appointments shall be for a specified term not to exceed one year. However, the College may give faculty member a maximum of four such one-year terminal appointments. Salary will be determined using the same point formula defined in the Agreement for other faculty. A person holding such position will be entitled to all the benefits accorded other full-time faculty.
- c. Consideration for further appointments will include (i) a review of the continuing need for the particular expertise; (ii) a personnel review on teaching effectiveness and contribution to the curriculum and (iii) availability of funding. The review shall be solely administrative. The decision not to provide further appointments shall not be grievable.
- d. If the faculty member serves two or more years on such an appointment and is then hired on a regular full-time basis, he/she shall receive credit for up to two years of prior service for purposes of reappointment, third year review, promotion, and tenure. He/she will receive credit for all years served on terminal appointment for purposes of sick leave and layoff.

H. "Reappointment" shall mean full-time employment by the Vermont State Colleges of a non-tenured faculty member after the first year of full-time employment.

I. Notice Dates

- 1. Except for a faculty member on terminal or visiting ranked appointment, reappointment will be presumed unless there is written notification of non-reappointment no later than:
  - a. April 1 in the first year of service as to whether a faculty member shall be reappointed to a second year of service.
  - b. March 1 in the second year of service as to whether or not a faculty member's third year

of service shall be his/her last year of service with the Colleges.

- c. April 1 of the third year of service as to whether or not the faculty member's fourth year of service shall be his/her last year of employment with the Colleges.
- d. April 1 of the fourth year of service as to whether a faculty member shall receive a two-year appointment to fifth and sixth years or whether the fifth year of service shall be the faculty member's last year of employment with the Colleges. This date does not apply if the faculty member has already been notified in his/her third year that the fourth year will be the terminal year of employment.
- e. May 1 of the sixth year of service as to whether a faculty member shall be tenured effective at the beginning of his/her seventh year of service or whether such seventh year of service shall be the faculty member's last year of employment with the Colleges.

2. Reappointment of Faculty Appointed at Midyear

- a. Unless the faculty member's appointment is a terminal or visiting ranked appointment, the President must notify a faculty member appointed in midyear in writing by April 15 of the first semester of service that he/she shall not be employed in the following academic year.
- b. Should the President not send a faculty member such written notification by April 15, the reappointment of the faculty member shall be presumed.

J. Reappointment to a Second and to a Third and Fourth Year of Service

- 1. Unless a faculty member's appointment is terminal or visiting ranked, he/she shall be reviewed for reappointment according to the provisions of Article 20 and this Article during his/her first, second, and third years of service.
- 2. In the first year, the President shall decide whether or not a faculty member shall be reappointed

to a second year of service; in the second year, whether or not a faculty member shall be reappointed to a third and fourth year of service; and in the third year, whether a faculty member's fourth year will be his/her last year of employment. In making these decisions, the President shall consider only the performance of the faculty member.

3. In reviewing the performance of the faculty member, the President shall consider all evaluative material as provided in Article 20 C.6., shall consider a faculty member's work in the performance areas listed in Article 20 B.1. and shall use as the standard for reappointment the faculty member's growth toward tenure and his/her demonstrated potential for meeting the standards for tenure.
4. A decision of the President not to reappoint a faculty member to a second year appointment, not to reappoint to a two year appointment covering the third year and fourth year, or to notify a faculty member that his/her fourth year will be his/her last year of employment shall not be subject to the grievance and arbitration provisions of this Agreement unless the faculty member or the Federation claims the decision violates Article 7 (Academic Freedom), Article 8 (Anti-Discrimination), or the procedure for reappointment set forth in this Agreement.

K. Reappointment to Fifth and Sixth Years of Service

1. During a faculty member's fourth year of service, he/she shall be reviewed for reappointment to fifth and sixth years of service according to the provisions of Article 20 and this Article.
2. The President shall decide whether or not a faculty member shall be reappointed to fifth and sixth years of service according to Article 20 and this Article. In making this decision, the President shall consider only the performance of the faculty member.
3. In reviewing the performance of the faculty member, the President shall: (i) consider all evaluative material as provided in Article 20 C.6.; (ii) consider a faculty member's work in the performance areas listed in Article 20 B.1.; and (iii) use as the standard for reappointment the faculty member's growth towards tenure and his/her demonstrated potential for meeting the standard for tenure.



4. Should the President decide not to reappoint a faculty member to fifth and sixth years of service, the written notification of non-reappointment required by I.1.b. above shall contain reasons for the non-reappointment.
  5. The decision of the President not to reappoint a faculty member to fifth and sixth years of service shall not be subject to the grievance and arbitration provisions of this Agreement unless the faculty member or the Federation claims that the decision is unreasonable or arbitrary or based on erroneous reasons or material or that the decision violated Article 7 (Academic Freedom), Article 8 (Anti-Discrimination), or the procedures for reappointment set forth in this Agreement.
  6. Should the President decide to reappoint a faculty member to fifth and sixth years of service, by April 1 of the fourth year of service the President shall provide the faculty member with a written assessment as to how well the faculty member is progressing toward tenure. This assessment shall not be subject to the grievance and arbitration provisions of this Agreement.
- L. A faculty member in his/her fifth year of service shall not be reviewed for reappointment. However, nothing in this Article shall preclude administrative observations and student evaluations during the faculty member's fifth year of service.
- M. Unless a faculty member has stated in writing that he/she will resign from the College at the end of his/her sixth year of service, a faculty member in the sixth year of service shall be reviewed for tenure as provided for in Article 23 (Tenure).
- N. An untenured faculty member must sign and return any offer of the President to reappoint him/her within thirty days of receiving such an offer. The President shall mention this obligation in any letter offering reappointment.

**ARTICLE 22**  
**PROMOTION**

- A. A faculty member shall be reviewed for promotion according to the provisions of Article 20 and this Article<sup>4</sup> in the faculty member's third year of service at the College as an instructor, sixth year of service at the College as an assistant professor, and sixth year of service at the College as an associate professor.
  
- B. Each September the President shall notify each faculty member to be reviewed for promotion as provided in Section A. above that the review will take place unless the faculty member waives in writing the right to be reviewed. Such a waiver must be sent to the President and the appropriate Faculty Assembly Committee prior to November 1. A faculty member may waive the right to be reviewed for promotion without prejudice to future reviews.
  
- C. Consistent with Article 20, Faculty Evaluation, the Faculty Evaluation Committee shall place its recommendations in the faculty member's personnel file no later than March 6 of that academic year.
  
- D. The Dean or his/her designee shall place his/her recommendation in the faculty member's personnel file no later than April 1 of that academic year.
  
- E. The President shall decide whether or not a faculty member shall be promoted. In making this decision, the President shall consider only the performance of the faculty member.

In reviewing the performance of the faculty member, the President shall consider all evaluative materials as provided in Article 20 C.6. and the faculty member's work in the performance areas listed in Article 20 B.1. The President shall decide whether or not the faculty member's performance meets either one of the following standards:

- 1. The faculty member's teaching effectiveness, scholarly and professional growth and service to the College and community are of a high quality and represent a continuous and increasingly

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<sup>4</sup> A VSC required minimum degree or an approved substitute is a requirement for promotion except as provided for in Appendix E (*See* Article 20 H.1.).

responsible contribution since the time of initial appointment or the last promotion.

2. The faculty member's performance in one of the three performance areas has been exceptional since the time of initial appointment or the last promotion.

F. The President shall inform a faculty member in writing by May 1 whether or not he/she has been promoted. Should the President not promote a faculty member, the President shall give the faculty member written reasons for his/her decision. These reasons shall be given as a courtesy and are not subject to the grievance and arbitration provisions of this Agreement except as provided for in G. below.

G. A decision of the President not to promote a faculty member shall not be subject to the grievance and arbitration provisions of this Agreement unless the faculty member or the Federation claims the decision violates Article 7 (Academic Freedom), Article 8 (Anti-Discrimination) or the procedures for promotion set forth in this Agreement.

H. Should a promotion be denied, a faculty member shall be reviewed again for promotion in any subsequent year provided that by November 1 he/she requests the appropriate Faculty Assembly Committee, the Dean and the President to conduct such a review.

## **ARTICLE 23**

### **TENURE**

A. "Tenure" shall mean the right of a faculty member to continuing employment unless dismissed for cause. Such dismissal may be initiated as a result of the review of tenured faculty provided for in Article 20.

B. "Cause" shall be defined as:

1. Incompetence
2. Mental or physical impairment that results in an inability to perform the essential functions of being a tenured faculty member, either with or without reasonable accommodation

3. Gross misconduct
4. Repeated and serious neglect of duty
5. Conviction of a serious crime

- C. A tenured faculty member may be laid off in accordance with the provisions of Article 17, Layoff.
- D. Unless a faculty member has stated in writing that he/she will resign from the College at the end of his/her sixth year of service, a faculty member in his/her sixth year of service shall be reviewed for tenure according to the provisions of Article 20 and this Article.<sup>5</sup>
- E. Consistent with Article 20, Faculty Evaluation, the Faculty Evaluation Committee shall place its recommendation in the faculty member's personnel file no later than March 6 of that academic year.
- F. The Dean or his/her designee shall place his/her recommendation in the faculty member's personnel file no later than April 1 of that academic year.
- G. The President shall decide whether or not a faculty member shall be tenured. In making this decision, the President shall consider only the performance of the faculty member, and the limit on the percentage of faculty with tenure.

In reviewing the performance of the faculty member, the President shall consider all evaluative materials as provided in Article 20 C.6. and the faculty member's work in the performance areas listed in Article 20 B.1.

The President shall decide whether or not the faculty member's performance meets the tenure standard of excellence in teaching, substantial scholarly and professional activity, and significant service to the College and community.

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<sup>5</sup> A VSC required minimum degree or approved substitute is a requirement for tenure. See Article 20 H.1.

H. The President shall send the faculty member written notification by May 1 of whether or not he/she has been awarded tenure. Should the President decide not to award tenure to a faculty member, the President's written notification shall contain the reasons for this decision and shall inform the faculty member that his/her seventh year is his/her final year of service.

I. Grievance and Arbitration of Tenure Decisions

1. The decision of the President not to award tenure to a faculty member shall not be subject to the grievance and arbitration provisions of this Agreement unless the faculty member or the Federation claims that the decision is unreasonable, arbitrary or based on erroneous reasons or material or that the decision violates Article 7 (Academic Freedom), Article 8 (Anti-Discrimination), or the procedures for granting tenure set forth in this Agreement. A decision to deny tenure to a faculty member based solely on the tenure limits shall not be grievable and arbitrable except for allegations that the calculations are in error or that the procedures for granting tenure set forth in this Agreement have been violated.
2. If in the arbitration of any grievance arising under I.1. above, the Vermont Labor Relations Board or arbitrator finds that the College violated the Agreement, it shall determine the appropriate remedy. It is further provided, however, that the VLRB shall not substitute its judgment for that of the academic community regarding the merits of a tenure case. In those cases where the VLRB or arbitrator determines that the decision of the President not to award tenure violates Article 7 (Academic Freedom), Article 8 (Anti-Discrimination) or that it is unreasonable or arbitrary or based on erroneous reasons or materials, the Board shall remand the case to a systemwide *ad hoc* committee composed of two members from each of the other two Colleges, one of them being selected by the Faculty Federation and one by the administration of each of the respective Colleges. The fifth member, who shall preside, shall be chosen from outside the Vermont State Colleges by mutual consent of the College and the grievant. The fifth member must be a specialist in the grievant's major teaching field. Such committee shall hold a hearing within sixty days of the Board's remand and shall issue its decision within thirty days of its hearing. The selection of the fifth member shall be in accordance with the following procedure:

- a. The Colleges and the grievant shall each list three specialists in the grievant's major teaching field from outside the Vermont State Colleges. If there is a match between the lists, that individual shall be appointed as the fifth member. If two or more persons are on both lists, the grievant shall select which of these persons shall be the fifth member.
- b. If there is no match, and if no person suggested by the College is acceptable to the grievant, the process in G. shall be repeated and the names of different people shall be listed.
- c. If there is still no match after the procedures in b. have been followed, the parties shall obtain a list of three professionals from an appropriate professional organization relating to the faculty member's major teaching field. Each side shall then prioritize two names on the list. The highest priority match shall be appointed as the fifth member.
- d. The Chancellor and the President of the Federation shall mutually endeavor to expedite the selection process as much as possible. The Colleges and the Federation shall each pay one-half of the expense of the fifth member of this committee.

- J. 1. Except as provided in 2. below, the percentage of faculty members who have tenure shall not exceed 70% of whichever of the following two numbers is the larger:
  - a. The actual number of full-time bargaining unit members at the College, excluding those on terminal contract to replace on-going faculty on leave or on sabbatical, and excluding Visiting Ranked Appointments as provided for in Article 21 G.3.a. but including all other faculty on terminal contract.
  - b. The authorized number of full-time bargaining unit positions at the College, plus one. For the purposes of this Subdivision, the authorized number of full-time bargaining unit positions at a four-year college shall be the number that results when the average number of FTE students enrolled at the College over the most recent three-year period is divided

by 17. For VTC, the authorized number shall be the number that results when the average number of FTE students over the most recent three-year period is divided by 13.5.

2. The percentage of tenured faculty may exceed 70% of the larger number in 1. above if the President decides that affirmative action needs or the best interests of the College require it. The decision of the President that neither affirmative action needs nor the best interests of the College require that the percentage of faculty with tenure exceed 70% of the larger number in 1. above shall not be subject to the grievance and arbitration provisions of this Agreement.
3. In making the calculations required in 1. above, the President shall:
  - a. take into consideration all that he/she can reasonably be expected to know as of April 30 about the faculty staffing situation (resignations, retirements, special positions, etc.) for the upcoming academic year, and
  - b. use the number of authorized positions for the upcoming year.
4. By April 15 the Chancellor's Office shall notify the Federation in writing of the authorized number of bargaining unit positions at each college for the upcoming year.
5. By September 15 the Chancellor's Office shall notify the Federation in writing of:
  - a. the percentage of the actual number of bargaining unit members at each college with tenure, excluding those on terminal and visiting ranked appointment contracts to replace on-going faculty on leave or on sabbatical but including all other faculty on terminal contract, and
  - b. the percentage of the authorized number of bargaining unit members at each college with tenure.

**ARTICLE 24**  
**WORKLOAD**

A. Faculty workload is a balance of instructional and non-instructional responsibilities. The general workload responsibilities of faculty include teaching; academic contributions to a department, the institution or VSC; service to students; service to the institution; professional growth and development; and scholarly contributions.

1. The normal individual workload shall be 24 credit hours or its equivalent per year.  
At Vermont Technical College, a full-time semester load shall be defined as 18 contact hours or 12 credits, whichever is less.

Faculty may not deliver more than 24 credits of lecture or 5 lab-based courses, including release time and overloads, per semester in the VSC system. With approval of the Dean, faculty may elect to distribute the normal workload across the terms including traditional fall/spring semesters and condensed-schedule (e.g. ‘Winter’ or ‘May’) terms and across locations.

Effective no later than the second payroll following ratification of the 2018-2022 Agreement, overload work shall be compensated at the following minimum rates, provided that there are at least ten students enrolled in the course:

2019-2020

Instructor/Assistant Professor	\$1,200 per credit
Associate Professor	\$1,250
Professors	\$1,300

2020-2021

Instructor/Assistant Professor	\$1,225 per credit
Associate Professor	\$1,275
Professors	\$1,325

2021-2022

Instructor/Assistant Professor	\$1,250 per credit
Associate Professor	\$1,300
Professors	\$1,350



If a faculty member teaches more than 12 credits in a semester, the course(s) with the lowest number of enrolled students shall be considered overload work. If there are fewer than ten students enrolled in the course, the faculty member may be compensated as follows:

9 students – 90% of the overload rate

8 students – 80% of the overload rate

7 students – 70% of the overload rate

6 students – 60% of the overload rate

5 students – 50% of the overload rate

4 students – 40% of the overload rate

3 students – 30% of the overload rate

The Dean's decision to waive this provision is not grievable.

A College may assign a faculty member an additional course in cases where the faculty member's assignments for the year will be below 24 credits, provided, however, that in such cases the faculty member may either receive overload compensation for every credit over 24 or may elect to have an appropriate reduction in his/her credit load for the next academic year. In all such cases, the additional assignment will be made at the minimum possible number of credits in excess of 24. If courses are canceled during the year, the College may assign to the faculty member involved professionally relevant duties on a basis proportionate to the number of credits that did not carry.

For the duration of this Agreement, however, faculty shall not be required to teach an excessive number of contact hours, assume an excessive student load, or be assigned an unreasonable schedule. In determining what is "excessive" or "unreasonable" under this paragraph, the maintenance of academic quality, current practices in the Colleges and the needs and best interests of the students and the College shall be three of the important elements to be considered. The number of courses and number of different course preparations per faculty member shall remain at the normal and customary number for that department taking into account the needs and best interests of the students and the College. In making assignments, due

consideration shall be given to time devoted to co-curricular activities, such as, but not limited to, advising, coaching, direction of student teaching and independent studies, advising student newspapers and clubs, directing dramatic or musical productions, and directing athletic programs. In addition, the faculty agree to post and maintain reasonable office hours. It is also expected that faculty members will be responsive to student needs for academic advice and other consultations beyond posted office hours through special appointments and email correspondence. Faculty members shall strive to adopt best practices for maintaining records and communicating with students, including, where appropriate, use of the Learning Management System. Faculty members agree to participate in the operations of their Faculty Assemblies and committees thereof as the Assemblies may require.

1. 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 one overload credit per additional student.

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.

Any faculty member who is assigned a major role in the development of a Masters Program will be entitled to a reduction of no less than three (3) credits for each semester that s/he is working on such activity. The Dean may distribute the credits at his/her discretion in the event more than one faculty member plays a significant role in the development of such a program.

Teaching Graduate Courses: Effective through academic year 2021-2022, those faculty who were hired before September 1, 2018 will receive 4/3 of a teaching credit per graduate course. This provision shall expire for all faculty effective May 15, 2022.

3. A faculty member who teaches an independent study shall be compensated for such independent study at the rate of 25% of one overload credit per student taught as part of an approved independent study. It is understood that any such independent study must be approved by the Dean.
4. One hour of lab instruction will be counted as a minimum of .67 credit.
5. Based on the findings of the 2015-2016 study committees on advising, a typical advising load would range between 15 and 40 depending on the discipline. Any faculty member who believes s/he has been assigned an excessive advisee load may discuss such assignment with the Dean. The Dean, with the agreement of the faculty member and the Department Chair, may provide a workload accommodation, reassign advisees, or pay additional one-time compensation. The Federation shall be notified of any such decision. However, the decision by the Dean shall not be grievable.

- B. It is recognized that each year the college holds several advising/registration sessions and recruitment events for entering and returning students which may be held on weekends and during summer months. Additionally, the College may request the services of faculty during summer months to conduct college-

wide or system-level work related to accreditation, new program development or graduate outcomes assessment. The Academic Dean determines the necessity for such work, expected outcomes and overall compensation and has final approval of summer work. Such work is voluntary and shall be compensated at the rate of \$200 for one-half day and \$300 for a full day.

- C. In addition to their salaries, faculty members who teach off campus (*i.e.* other than at their home campus) courses or engage in supervision of students in credit bearing courses off campus shall be reimbursed for their mileage and any related travel expenses, in accordance with Article 32, Mileage Reimbursement and VSC Policy 424: Travel Policy. Faculty requesting travel reimbursement shall do so using the online form available on the portal.

In addition, if requested, faculty members who teach off campus (*i.e.* other than their home campus) courses or engage in supervision of students in credit bearing courses off campus, and are eligible to receive mileage under Article 32 and VSC Policy 424, shall be paid at the rate of \$25 per hour for time in transit beyond their regular commute. Faculty may request such payment from the Dean. The Dean's decision to have another faculty member teach the course or supervise the students, in lieu of paying 'seat time,' shall only be grievable if arbitrary and capricious.

Each College shall define the faculty member's "home campus" each semester based upon the faculty member's assignments. "Home campus" will be defined as the campus where the faculty member teaches the majority of his/her credits in a given semester. If there is an equal number of credits between two locations, then the home campus will be whatever it was in the previous semester. Faculty members shall have the option to teach away from their home campus.

The parties recognize that there may be special circumstances where this definition may not be appropriate for a given faculty member. In such cases, the faculty member may discuss this matter with the Dean and such discussion may result in an adjustment for the faculty member.

- D. Recognizing that the law requires each college to provide reasonable accommodation to qualified students with disabilities, faculty members who must provide special educational assistance to such students in their courses shall receive reasonable technical or personnel assistance as necessary to provide adequate

instruction to such students. A faculty member who is informed by the college that he or she has a qualified student with disabilities in his or her courses is responsible for initiating a request for assistance in educating that student.

## **ARTICLE 25**

### **DEPARTMENT CHAIRPERSONS: SELECTION, DUTIES AND COMPENSATION**

#### A. Selection

A department chairperson, program coordinator or other instructional academic unit coordinator shall 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, providing reasons for such decision to the department, and a new election will be held to select a different candidate, which may also result in a Presidential veto. After two timely elections have failed either because of the Department's inability to make a selection or because of a Presidential veto, the President may fill a department chair on a temporary basis with a full-time faculty member from elsewhere in the College or outside the College in accordance with normal faculty hiring procedures utilizing a search committee. The new faculty member shall serve as interim chair for no longer than one year, unless extended by mutual agreement of the President and the Federation. Upon the expiration of the new chair's initial term, the chair election process outlined above shall be used to select the chair for subsequent terms. Effective September 1, 2019, the term of Department Chairperson shall commence on the last day of the Spring semester.

The duties of the chairperson are delineated in this Article. 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.

#### B. Department Chairperson Position Description

The Department Chairperson is a non-management employee, with faculty rank and status and a member of the bargaining unit. He/she shall serve as a liaison between faculty and the administration

and is responsible for providing overall leadership for faculty within his/her department. The responsibilities include:

1. Providing professional leadership to his or her department and to the College
2. Representing the department to the administration and communicating administrative views and directives to the department
3. Coordinating the activities of the faculty and the department in the recruitment and review of applicants for appointment to the faculty
4. Assisting the Academic Dean, or designee, in the orientation of new faculty
5. Preparing and recommending course offerings, schedules and assignments to the Academic Dean or designee, such work to be carried out in accordance with this Agreement and any College or decanal guidelines. The chairperson will participate with other chairs and the Dean as needed in setting the overall College course schedule
6. Scheduling and presiding over meetings of the department to discuss department needs, activities and recommendations
7. Working with Admissions and the Dean to set enrollment and retention targets for the department and leading the faculty in developing recruitment strategies for the department
8. Preparing and recommending a budget for the department and monitoring the administration of that budget once it is adopted by the College
9. Coordinating all departmental academic advising including acceptance of majors, providing advising maps, outlining optimal sequence and expectations for on-time degree completion, fulfillment of degree requirements and assessment of equivalency and transfer credit

10. Receiving student complaints and making efforts to resolve student/faculty disputes before such matters reach the Dean
11. Coordinating the preparation of department information for program reviews, accreditation visits and College publications and assisting the Dean in preparation for and coordination of any outside accreditation or program review visits.
12. Ongoing assessment of the quality and currency of the department's major and general education programs and recommending revisions to the curricula and other approaches to improving education.
13. Assessing adequacy of library support and recommending acquisitions relative to department programs and offerings
14. Attending meetings of chairpersons
15. Serving as a readily accessible point of contact and source of information for students, faculty and staff on all matters involving departmental activities
16. Supervising part-time faculty members, including but not limited to recommending the need for part-time faculty, assisting in the search for and selection of part-time faculty and their orientation to the College, observing part-time faculty in class, reviewing student evaluations of part-time faculty each semester, writing narrative evaluations on the performance and abilities of part-time faculty in a format provided by the Dean and providing recommendations to the Dean as to the retention, scheduling, and assignment of work to part-time faculty. All decisions on retention and on any disciplinary action for part-time faculty will be undertaken by the Dean, who may request input from the Chair. With respect to classroom observations:
  - a. The Dean shall designate which part-time faculty members he or she would like the Chair to observe. In all such cases, the Chair will meet with the part-time faculty member after each observation and will forward a written report on the observed class to the Dean.

- b. At the Dean's request, the Department Chair will observe each part-time faculty member once during the part-time faculty member's first semester and once during the faculty member's second semester. The Department Chair will meet with the part-time faculty member after each observation and will forward a written report on the observed class to the Dean. If during either observation any concern arises, the Dean may request that the Department Chair perform a second observation during the same semester. Nothing herein shall be construed to prohibit the Dean from performing the second observation of the semester instead of the Department Chair.
  
- c. The Dean may also assign the Department Chairs to perform classroom observations on part-time faculty who are in the part-time faculty bargaining unit at any time in accordance with the following limitations:
  - (1) In departments of one to five part-time faculty: No more than a total of three (3) observations per semester in addition to those first year observations referred to in a. above;
  - (2) In departments of six to ten part-time faculty: No more than a total of four (4) observations per semester in addition to those first year observations referred to in a. above;
  - (3) In departments of more than ten part-time faculty: No more than a total of five (5) observations per semester in addition to those first year observations referred to in a. above.
  
- d. The Chair shall also make himself or herself aware of the provisions of the collective bargaining agreement between the VSC and the VSCFF part-time unit and the responsibilities therein and shall comply with those provisions where relevant.



C Compensation and Release Time

1. Department chairs with five or more members in a department or department chairs with sixty or more declared majors shall be assigned one less course per semester than the faculty average for that person's department, except that department chairs with three or more members in a technical department shall be assigned one less course per semester than the faculty average for that person's department.
2. Department chairs who have one to five part-time/adjunct faculty members in their departments in a given semester will receive a stipend of \$500 per semester.
3. Department chairs who have six to ten part-time/adjunct faculty members in their departments in a given semester will receive a stipend of \$1000 per semester.
4. Department chairs who have over ten part-time/adjunct faculty members in their departments in a given semester will receive a stipend of \$1500 per semester.
5. The decision of the President to assign the duties regarding adjunct faculty to another faculty member, and to pay such faculty member the stipends provided in herein, shall not be subject to the grievance and arbitration provisions of this Agreement.

**ARTICLE 26**

**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. Except for student evaluations as provided for in Article 20, Faculty Evaluation, 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, via the VSC's securely encrypted file transfer service (currently ZendTo), or at his/her address of record during the summer. Such copy or memo shall be sent to the faculty member within fourteen days of the insertion of the item or material into the file.

- C. Except for student evaluations as provided for in Article 20, Faculty Evaluation, the faculty member shall have the right to grieve the insertion in his/her personnel file of any item or material which he/she alleges to be untrue or 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, except as provided in Article 20, Faculty Evaluation.
- 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 access. 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.
- G. The only written material that the College shall use for evaluation, third-year review, promotion,

reappointment, tenure, or to support disciplinary action contemplated against a faculty member shall be that contained in his/her personnel file.

- H. Except as specified elsewhere in this Agreement, all material shall be placed in the personnel file within 30 days of receipt by the College, excluding the summer and winter recesses as established in accordance with Article 47.

**ARTICLE 27**  
**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.

From time to time, the Colleges may commission from faculty members educational materials or tools such as curricula, syllabi, course content, course modules and educational or computer-aided delivery systems (“Materials”). These Materials may be either content or text-based or may be computer software or both. These VSC-Commissioned works shall be compensated and shall be agreed to with a written or electronic contract. Faculty members will be notified prior to commencing work on the materials that the copyright of such work will be owned by the VSC. Monetary support for training shall not, in and of itself, result in VSC ownership, unless so commissioned. See Appendix D for an example of a Commissioned Course Development Agreement.

**ARTICLE 28**  
**SALARIES**

- A. Each faculty member (excluding librarians) shall be paid with ten (10) biweekly paychecks during the fall semester and ten (10) biweekly paychecks during the Spring semester, or at their option, twenty-six (26) biweekly paychecks starting at the beginning of the Fall semester.
- B. Each faculty member (excluding librarians) shall be paid for services rendered during the academic year

as established by each College's Academic Calendar (Article 47). Librarians shall work a normal five-day week, twelve months a year with six weeks' vacation, arranged by agreement with the President, and every effort shall be made to allow four weeks to be consecutive. Librarians shall accrue vacation on a bi-weekly basis.

- C. For each year of the contract, all on-going bargaining unit members shall be credited with an appropriate number of points based on the salary schedule criteria in Article 29. The salaries of on-going unit members shall then be determined in the following manner:
  
- D. Except as otherwise provided in this Article, the parties agree that the average VSC faculty member's total compensation in 2019-2020, 2020-2021 and 2021-2022 shall be 100% of a blended national IIA, IIB and III public institutions' average total compensation, as determined in this section. To achieve this purpose, salaries shall be established using the following methodology:

- 1. For computation purposes, the national averages used shall be those reported for the current academic year in the March/April *Academe* for Categories IIA, IIB and III public institutions. The national averages shall be adjusted taking into account the fact that VTC is a Category III public institution, NVU-J is a Category IIA public institution, and Castleton University and NVU-L are Category IIB public institutions. The adjustments shall be calculated each year based upon the number of full-time faculty at each of the four institutions for each year as a percentage of the total number of full-time faculty in the bargaining unit. For 2019-2020, the percentages for the four institutions based upon the number of full-time faculty at each college are as follows:

VTC	Category III (public)	32.3%
NVU-J	Category IIA (public)	15.2%
NVU-L	Category IIB (public)	18.9%
CU	Category IIB (public)	33.6%

- 2. The percentages shall be applied to the national total compensation figure for each category and the resulting blended compensation number shall then be increased by the COLA adjustment of 2%. The resulting figure will be the national comparison number.

3. Once the national comparison number is arrived at, that number will be multiplied by the number of VSC full-time faculty bargaining unit members.
4. The figure arrived at in section 3 above will then be compared to the VSC total compensation figure for the current fiscal year for the full-time faculty bargaining unit. However, the VSC figure will be increased by a sum equal to 20% of the cost of early retirement pay-outs, including the cost of medical and retirement payments to early retirees. Except for this adjustment for early retirement costs, the term “compensation” will be defined in the same manner as in the *Academe* figure. Only the tuition waivers used by faculty or faculty dependents shall be included in the calculation of VSC total faculty compensation.
5. If the national comparison number as calculated in 1., 2. and 3. above is greater than the VSC total compensation figures as calculated in 4. above, the difference between the two shall then be divided by 1.2 to take into account the cost of FICA and TIAA contributions. The resulting amount shall be added to the salary pool for distribution through the salary point system in the succeeding year, provided, however, that the resulting amount is:
  - no less than 2% and no more than 3.5% for 2019-2020;
  - no less than 2% and no more than 3.75% for 2020-2021; and
  - no less than 2% and no more than 4% for 2021-2022,effective the first payroll of each academic year, except that 2019-2020 salary increases shall go into effect no later than the second payroll following ratification of the *2018-2022 Agreement*.
6. In the event that the national comparison number as calculated in 1., 2. and 3. above is less than the VSC total compensation figures as calculated in 4. above, individual faculty salaries for on-going faculty will be held at the current year level for the succeeding year, excepting that the faculty receiving new points for promotion and/or additional study and degrees as provided for in Article 29, will receive appropriate adjustments based on current year point values.

E. Nothing in this Agreement shall preclude the College from providing salary increases to members of the bargaining unit in excess of the amounts specified in this Article at any time, providing that such

increases are for the purpose of countering, matching or exceeding bona fide written offers from other institutions of higher education. The President, upon the recommendation of the Dean, will make the final decision in his or her sole discretion. The Federation shall be notified in writing of the amounts paid and of the specific reason for the award. It is understood that while the College retains the right to award salary increases under this section, as indicated, it shall not be under any obligation to make such awards. Any awards made under this section shall not come out of any negotiated pools of money under this Article but shall be in addition to negotiated amounts.

- F. The parties will continue to utilize the salary formula delineated in Section D, with the following changes:
1. Two year “look back.” The *Academe* numbers from the Spring of 2018 will be used for calculating the salary increase for 2019-2020 instead of the *Academe* numbers from Spring 2019. In subsequent years, the parties will similarly use the *Academe* numbers from two years earlier rather than the same year as has previously been done. Thus, the *Academe* numbers from the Spring of 2019 will be used for 2020-2021 increases, and so on.
  2. The *Academe* classifications for the colleges will remain what they were in FY 11 for the life of the Agreement. (Castleton at IIB public; NVU-J at IIA public; NVU-L at IIB public and VTC at III public).
  3. The *Academe* classifications for Castleton and NVU-L will remain frozen at IIB public, regardless of what additional graduate level programs may be added, unless and until such classifications or the method for determining such classifications are changed pursuant to future collective bargaining processes. Instead, the parties will do the following in the context of salary adjustments to recognize future additional graduate programs that may be instituted at Castleton or NVU-L.
    - a. The parties will add \$30,000 to the salary pool each year for each existing Masters program at Castleton and NVU-L provided it has been viable for at least five years. This additional money will be added at the end of all other calculations on the salary formula

and will be separately added to the salary pool each year, i.e. the money will not be added to the total faculty salary on an on-going basis.

- b. In addition, if a Master’s program has been added by Castleton or NVU-L but has been in existence for less than five years, then the following money will be added in each FY calculation:
  - i. For the first full academic year following board approval of the program, \$10,000
  - ii. For the second year, \$15,000
  - iii. For the third year, \$20,000
  - iv. For the fourth year, \$20,000
  - v. For the fifth year, \$30,000 and for each subsequent year, \$30,000
  
- c. If a Master’s program that has been in existence for five or more years is being phased out, then the reverse will occur. In the first full academic year following the College’s notification of the Board to end the program, \$30,000 will still be added to the pool but in the second and third year after such a decision, only \$20,000 will be added. In the fourth year, \$15,000 and in the fifth year of the phase out, \$10,000 will be added to the pool.
  
- d. If a Master’s program that has not been in existence for five years is being phased out, then whatever year the program is in will mark the maximum amount that will be added to the pool. For example, if a program in its third year is being phased out, then \$20,000 is added to the pool; \$15,000 in the second year of phase out and \$10,000 in the third year of phase out.

G. Minimum salary levels by rank shall be:

	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
Assistant	\$46,000	\$46,500	\$47,000
Associate	\$56,500	\$57,000	\$57,500
Full	\$66,000	\$66,500	\$67,000

The cost of moving faculty members up to the minimum increases will be absorbed by the Colleges and not come out of the salary percentage increases set forth above.

**ARTICLE 29**  
**SALARY SCHEDULE CRITERIA**

A. The following criteria shall be used to award points to faculty members in accordance with the procedures for compensation delineated in Article 28 C. For guidelines explaining the application of these criteria, *see* Appendix H:

1.	Qualifications	Points
a.	Degrees	
	Bachelor's Degree/License	0
	Master's Degree	3
	VSC Required Minimum Degree other than Doctorate ( <i>see</i> Appendix A)	5
	Doctorate	6
	Additional Master's	3
	Additional Doctorate	6
	Approved Substitute for a Required Minimum Degree	2
b.	Additional Graduate Work	
	(1) 18-36 graduate credits beyond highest degree earned	1
	OR	
	(2) 37 or more graduate credits beyond highest degree earned	2
	OR	
	(3) Ph.D. candidate (ABD)	3
2.	Rank	
	Instructor	0
	Assistant Professor	3
	Associate Professor	7



3. Experience
  - a. Collegiate teaching and library experience 1 point per year  
(both VSC and non-VSC)
  - b. Administrative, business or other applicable experience  
(both VSC and non-VSC) limit 9 points  
  
Full-time Experience 1 point per year
  - c. The Review Committee may award points for part-time VSC service using as a guideline  
  
1/24 point per credit hour, 1/12 point per month for full-time service, or 1/24 point per  
month for half-time service. The Committee may also consider non-VSC, part-time  
experience, within the 9 point limit in Subsection b. above.
4. All bargaining unit librarians shall receive an additional 10 points.
5. Effective with the second payroll following ratification of this Agreement all licensed nurses  
teaching in a nursing program shall receive an additional 6 points.<sup>6</sup>
6. Under no circumstances shall a faculty member lose salary points as a result of the application of  
this Article except as indicated in D. below.
7. All faculty who were not tenured as of February 10, 2005, and are not eligible for the early  
retirement plan, will receive an additional one and one-half salary points permanently added to  
their totals.
8. Faculty who are hired while still completing their required minimum degree shall, upon  
completion of such degree and receipt of additional salary points for same, have any increase to

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<sup>6</sup> This replaces any administrative stipends that nursing faculty may otherwise have previously received.

salary minimums recalculated as if they held such degree upon hire.

9. The stipulations above in Section A 3.(a), A.3.(b) and Section A.8. shall apply only to faculty hired on or after August 1, 2019. Points shall not be retroactively adjusted for existing faculty with respect to these provisions.

B. Except as provided for in D. and E. below, a Review Committee shall determine the number of points a faculty member shall receive. The committee shall consist of the Chancellor or his/her designee and the President of the Federation or his/her designee. If the committee cannot agree on the award of points then a mutually agreed-upon third party shall be appointed to resolve the differences. The cost of the third party shall be shared equally by the Colleges and the Federation. The committee shall keep written records of its decisions. The committee may decide to review a decision at the request of a faculty member. The decisions of the committee are not subject to the grievance and arbitration procedure.

If the committee encounters a situation that is not covered adequately in the Guidelines in Appendix H, it may develop *ad hoc* procedures to deal with that situation. Whenever practicable, those procedures should be consistent with the Guidelines. If the committee develops any new procedures, it shall send copies of its procedures to the Chancellor; the presidents of Castleton, Northern Vermont University and VTC; the President of the Federation; and the Chapter Chairs at Castleton, Northern Vermont University, and VTC. Any such procedures shall remain in effect only for the duration of the current Agreement. The actions of the committee in establishing such *ad hoc* procedures shall not be subject to the grievance and arbitration procedures.

C. In any academic year, a faculty member whose base salary is greater than the appropriate schedule figure for that academic year shall be red-circled at current salary with no loss of salary or benefits. Funds available for salary increases shall be reduced by the difference between the actual salary and the appropriate schedule figure of faculty members who are red-circled.

D. Using the salary schedule criteria in A. above, the Chancellor or his/her designee shall determine the number of points a faculty member hired for employment shall receive in the initial year of service. It is

provided, however, that when an individual is hired, he/she will be sent the same form used by the parties in determining appropriate point totals for other faculty. The newly-hired individual will fill out the form and return it to the Dean within two weeks of accepting the position. The Dean will review the form with the local Federation President or his/her designee, if available. The form will also be sent to the Review Committee no later than the first week of September, or if hiring is done other than the beginning of the year, it will be sent to the Review Committee as soon as possible. The Committee shall resolve any disagreements as to the number of points enclosed. First year salaries should thus be adjusted to reflect the corrected point totals. However, no decision of the Committee shall cause a faculty member's salary to be reduced.

In calculating the number of points to be awarded to a faculty member in any academic year, the Review Committee in B. above may adjust the number of points awarded to a faculty member under this Section D. by the Chancellor or his/her designee for the previous academic year. However, no decision of the Committee shall cause a faculty member's salary to be reduced.

- E. The Chancellor or his/her designee may offer inducements to a prospective faculty member such as a hiring bonus, payment of moving expenses, etc. In addition, the Chancellor may offer up to \$15,000 to a prospective faculty member as a permanent salary offset. This offset shall be added to a faculty member's base salary and may not be altered by the Review Committee in B. above. On August 15 and December 15, the Chancellor or his/her designee shall inform the President of the Federation in writing of each newly hired faculty member who has been awarded a salary offset and the dollar value of the offset each has received. Any offsets granted under this section shall not come out of the salary pool. Beginning with offset amounts in place for Fall 2019, these amounts do not increase or decrease over time; they are a fixed amount of money added to a faculty member's salary as determined by the Base and Points System found in this Article.
  
- F. 1. The Chancellor may: (i) pay faculty in teaching fields where special needs exist or where competition for faculty makes recruitment or retention difficult a differential of not more than 25 percent of the salary called for by the salary schedule criteria in A. above, and (ii) withdraw the differential paid to faculty in teaching fields previously granted such differential provided that the Chancellor follows this procedure:

- a. The Chancellor shall identify a teaching field where he/she thinks a differential is (or is no longer) needed.
  - b. The Chancellor shall ask the Review Committee in B. above to submit a report and recommendation as to whether a differential in said teaching field is (or is no longer) warranted and, if it is warranted, what it should be.
  - c. The Chancellor shall request that the report and recommendation be submitted no later than August 1. The Chancellor may request that the report and recommendation be submitted appreciably earlier than August 1. The Committee shall submit its report and recommendation by the date selected by the Chancellor.
  - d. After a review of the Committee's report and recommendation and any other relevant data, the Chancellor shall decide if a differential in said teaching field is (or is no longer) warranted and, if it is warranted, what it shall be. The Chancellor's decisions shall not be subject to grievance and arbitration.
2. Upon the request of the Federation, the Chancellor shall ask the Review Committee whether a differential is (or is no longer) warranted. The Chancellor shall follow the procedure in F.1. above.
  3. By September 1, the Chancellor, having followed the procedure in F.1. above, shall: (i) decide which teaching fields shall receive new or continued differentials, and which teaching fields shall have such differentials withdrawn, and (ii) send the Federation a list of those faculty receiving differentials and the amount of each differential in dollars and in percentage of the salary called for by the salary schedule criteria in A. above.
  4. All faculty members in a teaching field where special needs exist or where competition for faculty makes recruitment or retention difficult, as provided in F.1. above, must receive a differential, and the differentials of all said faculty must be the same percentage of the salary called for by the salary schedule criteria in A. above.
  5. A differential shall be included in a faculty member's base salary. It is not a bonus. Should the

Chancellor decide that a differential is no longer warranted, the faculty member shall be red-circled at his/her current salary. Under no circumstances shall a faculty member's salary be reduced.

6. No more than 15% of the bargaining unit may receive a differential at one time.
7. A faculty member who is eligible for early retirement under the terms of Article 36 C. may receive an additional one and one-half salary points by permanently and irrevocably relinquishing his or her right to the early retirement benefits.
8. Faculty members not eligible for retirement medical and dental benefits as outlined in Article 36 will have three points permanently added to their salaries which will not come out of the salary pool, however, annual increases to these amounts will come out of the salary pool.

G. Faculty salaries are determined using two separate calculations: Salary Pool Calculation and the Base and Points Calculation. The value of the salary Pool Calculation is determined by the salary formula set forth in Article 28 and the distribution of the salary pool is determined by the Base and Points Calculation.

1. If, at the time of hire, a faculty member's base and Points Calculation results in a salary below the applicable minimum salary set forth in Article 28, the faculty member's salary will be increased to the appropriate minimum salary. Any additional inducement, as provided in Paragraph E above, shall then be added. Except as provided in Paragraph A.8. above, amounts in place as of Fall 2019 to bring a faculty member's salary up to the minimum will not increase or decrease over time.
2. Effective with ratification of this Agreement, if an ongoing faculty member's salary, following distribution of the salary pool, is less than the minimum salary for that member's rank, then his/her salary shall be increased to the applicable minimum.

**ARTICLE 30**  
**FACULTY DEVELOPMENT FUND AND SABBATICALS**

A. Faculty Development Fund

1. Funds shall be established for the purpose of providing Faculty Development grants as follows:

For the contract year 2019-2020, the Fund shall be \$174,000

For the contract year 2020-2021, the Fund shall be \$176,000

For the contract year 2021-2022, the Fund shall be \$180,000

Each institution shall receive a proportionate share of the faculty development fund based upon the number of full-time faculty at each institution. The funds shall be disbursed in two stages. In the first stage, two-thirds of the available funds for faculty development grants shall be available for distribution to faculty who submit proposals by October 15; and in the second stage, the remaining funds shall be available for distribution to faculty who submit proposals by February 15. *See* Section 2. below.

2. Faculty development grants shall be awarded in accordance with the following procedure:

- a. Proposals for such a grant may be made for the following purposes:

i. Research, including study and related travel

ii. Improvement of teaching

iii. Creative work in literature or the arts

- b. A faculty member who proposes such a grant shall agree in writing that he/she will continue to serve at the College for at least one year after expiration of any leave given in conjunction with such grant. In the event the faculty member does not serve the full year, he/she shall be liable to the College to return a pro-rata amount of the grant money based on the portion of the year actually served. In the event of the death of the faculty member or his/her lay off prior to the completion of the one year, the liability described herein shall be canceled.

- c. The proposals shall be submitted to a committee designated by the Faculty Assembly for

such purpose. Faculty are encouraged to design the proposal as part of their overall professional development.

- d. The committee shall evaluate the proposals and make appropriate recommendations to the Dean on or before November 15 for proposals submitted on or before October 15, and on or before March 15 for proposals submitted on or before February 15. The Dean shall evaluate the proposals and committee's recommendation and forward his/her own recommendation to the President on or before December 15 for proposals submitted on or before October 15, and on or before April 15 for proposals submitted on or before February 15.
  - e. The President shall review all recommendations made and the application itself. In considering such proposals, the President shall consider the value of the proposal to the College and the individual. Written notification of his/her determination on whether or not to approve the proposal shall be forwarded to each applicant on or before January 5 for proposals submitted on or before October 15, and on or before May 1 for proposals submitted on or before February 15. Such determination shall not be grievable or arbitrable.
3. Faculty development funds unused in any year may be carried to the subsequent year.

## B. Sabbaticals

1. Unless there is an insufficient number of sabbatical requests that meet the standards of this Article, each institution shall grant the number of sabbaticals in accordance with the following formula, plus one additional semester per year as described in Section B.12 below. The VSC shall provide one semester sabbatical per 15 ongoing bargaining unit members (rounded up or down to the nearest whole number, if 0.5 the number shall be rounded up). Each institution shall receive a proportionate share of the sabbatical semesters available based upon the number of ongoing bargaining unit members at each institution. Tenured faculty may be awarded one or two semester sabbaticals. Payment shall be at the rate of 75% plus full fringe benefits for full

year sabbaticals and 85% plus full fringe benefits for one-semester sabbaticals. For one-semester sabbaticals, the wage reduction shall be paid over the entire academic year in which the sabbatical is taken. By way of illustration, the wage reduction agreement for a one-semester sabbatical is equivalent to 92.5% for the whole year instead of 85% for one semester. If there is an insufficient number of sabbatical requests from tenured faculty, then the provisions of Section 5 below will apply.

2. A tenured faculty member shall be eligible for a sabbatical after every five (5) full years or more of full-time teaching service. For example, a faculty member who had a sabbatical in 2001-2002 could apply for another sabbatical no earlier than 2006-2007 and, if awarded, could take an additional sabbatical no earlier than 2007-2008.
3. Sabbatical proposals must be submitted to a committee designated by the Faculty Assembly for such purpose on or before October 15.
4. Faculty may apply for one semester or one academic year sabbaticals. Sabbatical proposals must be of high quality and must contribute to the professional development of the faculty member in relation to his/her work at the College. The proposal must outline the benefits expected for both the individual and the College.
5. If there are an insufficient number of sabbatical requests from tenured faculty under section 1 above for a given college, then non-tenured tenure track faculty members shall be notified of the availability of course releases. Non-tenured tenure track faculty may apply for one or more course releases to the committee designated by the Faculty Assembly for such purpose on or before November 1. (One semester sabbatical equaling four course releases).

Such releases may be given to eligible faculty to allow the faculty member to devote more time to scholarship and/or research activity in preparation for his or her tenure review or a preferred area of study identified by the Dean. Such faculty will apply for one or more such releases to the same committee that reviews sabbatical applications. The faculty member will indicate how many releases are sought and will delineate what s/he intends to do with the release and how it



will relate to her/his scholarship or research activity. The committee will make recommendations to the Dean in the same manner as set forth in section 6 below.

6. The committee shall evaluate the proposals and make appropriate recommendations, along with supporting reasons, to the Dean on or before December 1. The Dean shall evaluate the proposals and the committee's recommendation and forward his/her own recommendation, along with supporting reasons, to the President by January 5.
7. In evaluating sabbatical proposals, both the committee and the Dean shall assess
  - a. The quality of the proposed sabbatical application
  - b. The degree to which the proposal is relevant to the faculty member's professional development and benefits both the faculty member and the College
8. The President shall give written notification of the sabbatical awards on or before February 1. The President shall consider the same factors listed in subsection 7 above in making his/her decision and can deny a sabbatical based on one or more of such factors.
9. If a sabbatical request is denied, and if there are still available sabbaticals or course releases under B.5, then the President will reopen the review period until March 15. Any new sabbatical or course release requests will go directly to the President who may consult with the Dean and faculty committee. A faculty member whose proposal was rejected by the President may resubmit a revised proposal and other faculty may submit proposals as well. The President will make a final decision no later than April 1.
10. Individuals granted a sabbatical shall be entitled to return to their positions with all previous rights and benefits, and shall accrue credit for services as if they were engaged in full-time teaching service. Faculty returning from sabbaticals will be required to write a report or do a presentation to faculty and administration on what was accomplished during the sabbatical period and how it addressed the original goals of the proposal. The report or presentation shall be

presented in an appropriate venue, such as to faculty assembly, the President's Cabinet or faculty lecture series, at the discretion of the President or the Dean.

11. Except in extraordinary circumstances, a recipient shall return to the service of the College for at least one (1) full academic year (or two semesters) following the sabbatical leave. Failure to do so will result in the faculty member being required to reimburse the College the full amount of salary received and the College's share of the benefits provided while on leave.
12. One additional semester of sabbatical shall be offered yearly at Castleton University, Vermont Technical College, Northern Vermont University-Johnson and Northern Vermont University-Lyndon, up until the final year of the contract. In the final year of the contract, one additional semester shall be offered at Castleton University, Vermont Technical College, and Northern Vermont University.<sup>7</sup>

This sabbatical is subject to the following restrictions:

- a. The proposal must specifically relate to:
  - (1) the enhancement of teaching effectiveness, skills, and methods, or
  - (2) curriculum development work; or
  - (3) a preferred area of study identified by the Dean; and
- b. The request must include a specific work product for presentation to the faculty and administration upon the faculty member's return. The report or presentation shall be presented in an appropriate venue, such as to faculty assembly, the President's Cabinet or faculty lecture series, at the discretion of the President or the Dean.

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<sup>7</sup> At NVU, there will be one semester of sabbatical available to be taken during 2021-2022. Applications for this one semester will be due the previous academic year.

**ARTICLE 31**  
**PROFESSIONAL EXPENSES FUND**

- A. Funds for professional expenses shall be established at each college at the maximum rates of \$1,050 per faculty member.
- B. Funds shall be allocated to each faculty member upon request and documented need. Review and approval of requests will be the responsibility of the Academic Dean or his/her designee.
- C. Expense funds may be used for travel to professional meetings, workshops, seminars, exhibits, performances, presentations and other discipline based or professional-related activities. Funds may also be used for membership dues in professional organizations, academic journal subscription in traditional or electronic forms and professional materials, including electronic equipment such as laptop computers, tablets and software, relevant to a faculty member's development and teaching.
- D. Individual allocations may be transferred in whole or part to other faculty by mutual written agreement with a copy to designated administrator.
- E. Each College shall establish a professional expense fund at the beginning of each contract year based on the rates indicated above. Any remaining funds after August 31 will be available to be distributed to faculty on a *pro rata* basis for expenses not previously reimbursed with these funds. To determine the rate for this distribution, each College will calculate the total of unused professional travel funds and divide this amount by the total of non-reimbursed qualified expenses, documented and filed with the appropriate administrator within 30 days of travel or by September 30 of each year. The Colleges will distribute these funds to individual faculty by October 31 of each year.
- F. Any professional expense funds not used at a College in a given year shall be added to the Faculty Development Fund under Article 30 at that College for the succeeding year.

**ARTICLE 32**  
**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 rate per mile for:
  - 1. The difference between miles ordinarily traveled for daily commutation and miles traveled on college business unless traveling from campus, or
  - 2. If the faculty member is traveling from his/her campus, the miles traveled on college business from the campus to another location and for return to the campus or home location, whichever is less.
- B. Use of personal automobiles will be reimbursed on a per mile basis according to the current IRS reimbursement rate.
- C. Faculty members seeking reimbursement for travel mileage 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 33**  
**INSURANCE**

- A. The College shall pay the premiums for malpractice insurance for faculty in the Nursing Department. The College shall continue all current practices of providing professional malpractice insurance.
- B.
  - 1. Effective July 1, 2005:  
The Colleges shall maintain the group comprehensive medical insurance plans currently in effect provided, however, only bargaining unit members enrolled in the plan as of July 1, 2005 may participate. These plans will be discontinued when all the currently enrolled bargaining unit

members are no longer eligible for coverage or have moved to another plan offered under the collective bargaining agreement. All faculty members who elect to remain in such a plan shall pay the verifiable additional cost of such plan to the Colleges, divided evenly among the users of the plan. This cost will be in addition to each individual's required payment for the point of service plan, as set forth in B.2.

2. The Colleges shall offer a group dental and medical point of service managed care plan. The cost of the premiums for such a plan shall be split between the College and the faculty member according to the following schedule:

<u>Base salary</u>	<u>College</u>	<u>Faculty</u>
Between \$25,001 and \$30,000	92%	8%
Between \$30,001 and \$35,000	90	10
Between \$35,001 and \$40,000	88	12
Between \$40,001 and \$45,000	86	14
Between \$45,001 and \$50,000	84	16
Between \$50,001 and \$60,000	82	18
Between \$60,001 and \$70,000	80	20
Between \$70,001 and \$80,000	78	22
Between \$80,001 and \$90,000	76	24
Over \$90,000	74	26

Office visits for such a plan shall be \$20 per visit. Participants may choose to go outside of the network for care, in which case a deductible of \$500 for individuals and \$1000 for family will be applied in addition to co-insurance costs of 30% up to a maximum out-of-pocket expenses of \$2500 for individuals and \$5000 for families.

Effective January 1, 2020: All newly hired employees shall receive a high deductible Health Reimbursement Account health care plan in lieu of the plan described above. All employees hired before January 1, 2020 may choose the high deductible Health Reimbursement Account health care plan if they wish.

3. Long term disability with annuity premium benefits, survivor benefits, life and accidental death and dismemberment insurance coverage equivalent to those in effect in August 31, 1984 shall be provided for and paid for by the College.

4. Faculty members shall have life insurance coverage based on the following schedule:

\$50,000 for faculty under the age of 65

\$40,000 for faculty who are at least 65 but under age 70

\$35,000 for faculty who are at least 70 but under age 75

\$30,000 for faculty who are at least 75 but under age 80

\$20,000 for faculty who are at least 80 but under age 85

\$13,000 for faculty who are at least 85 but under age 90

\$8,500 for faculty who are at least age 90

5. A faculty member may opt out of the health insurance plan in accordance with VSC policy on opting out of health insurance. Faculty members opting out of both the group dental and medical plan shall receive \$1800 at the completion of any VSC fiscal or calendar year in which there is a waiver of enrollment in the VSC medical and dental plans. Faculty opting out of the medical plan only shall receive \$1400. The opt out option can be exercised only once a year. The dollar amounts listed above shall remain in effect in accordance with VSC policy on opting out of health insurance.

6. All faculty members will participate in the same prescription plan of the Colleges' choice, provided, however, that the cost of generic drugs shall be \$10 per prescription and cost of brand drugs shall be \$20 per prescription. When a generic drug is available and the faculty member elects a brand drug instead, he or she shall pay the \$20 plus the difference between the cost of the generic and the cost of the brand drug.

Effective July 1, 2011, such rates will be adjusted to \$10 for generic drugs, \$25 for preferred brand drugs and \$50 for non-preferred brand drugs. If there is no generic drug available, the

generic co-pay will apply to preferred brand drugs. The \$50 non-preferred co-pay applies only when a generic or preferred brand is available but not chosen.

There shall be a prescription drug co-payment cap of \$600 yearly per employee's account. (The year shall run from July 1 to June 30).

- C. Any bargaining unit employees denied medical coverage because of age shall have Medicare payments provided by the College.
- D. Insurance claims shall be made directly to the insurance company, rather than through VSC offices.
- E. If a faculty member with at least fifteen (15) years of continuous VSC service age 55 or older dies, Vermont State Colleges shall continue to pay for a medical and dental insurance plan provided under this or subsequent Agreements for said faculty member's spouse or partner in a civil union until he/she reaches age 65.

As an exception to the above criteria, it is provided, however, that this benefit will also apply to any faculty member who has reached ten (10) years of continuous VSC service by August 31, 2014 and is 55 or older when he/she dies.

If a member is ineligible per the above requirements (i.e. does not have 15 years and/or is not age 55 or older) dies while employed by the VSC, fully paid coverage will be provided to the surviving spouse for an additional year from the death of the faculty member.

To be eligible for coverage, the surviving spouse must not have available comparable alternative coverage.

- F. Nothing shall preclude the voluntary reopening of this Article in the event more cost efficient and/or acceptable health care program and policies are agreed upon as a result of committee deliberations or other joint actions.

If during the life of this Agreement, the Vermont government or the federal government passes or adopts or implements any legislation or regulation that involves universal medical insurance or that otherwise affects, directly or indirectly, medical insurance plans, the costs of offering such plans, or any payroll taxes to support other medical insurance plans, then either party can ask to reopen the contract on a limited basis and negotiate over the impact of such legislation on the medical insurance plans and their costs. A party who wishes to reopen the contract for this purpose must notify the other within ten (10) days of the passage or implementation of such legislation or regulations. The parties will then meet within thirty (30) days of such notification. In such a case, either side may then place on the table as a matter for full negotiations any modifications of the current medical insurance provisions of this contract.

**ARTICLE 34**  
**FLEXIBLE SPENDING**

- A. Effective January 1, 1996, each faculty member will be allowed to set aside some of his or her salary on a pre-tax basis into flexible spending accounts. The accounts will be designated for the purpose of reimbursing employees for medical costs uncovered by medical insurance or for dependent care expenses according to the rules of Section 125 of the Internal Revenue Code and according to amounts allowed by the VSC Flexible Spending Plan.
  
- C. Employees may have their premium share paid through payroll deduction on a pre-tax basis through the VSC payroll system according to Internal Revenue rules.

**ARTICLE 35**  
**CONTINUATION OF FRINGE BENEFITS**

During any leave of absence, group insurance premiums shall continue to be paid by the College for a period of up to two (2) years. Upon his/her return, the faculty member shall also be entitled to compensation based on any negotiated wage and fringe benefit increases which took effect during his/her leave.



**ARTICLE 36**  
**RETIREMENT**

- A. The College shall make TIAA contributions for every faculty member on active, full-time service in the amount of 10% of salary on the first \$60,000 of salary and 8% on any additional salary above \$60,000. This change shall be effective no later than the second pay period after ratification of the 2018-2022 Agreement.
- B. At the age of sixty-five (65) or thereafter, and provided the faculty member has ten (10) years of continuous VSC service, a faculty member may retire with the retirement benefits described in sections G.2, G.3, G.4, section H, section I and section J. Those faculty members who, prior to March 4, 2011, were hired at age 55 or greater may retire at age 65 without the ten (10) year service requirement.
- C. Those faculty who would have been eligible for early retirement under the VLRB ruling of February 10, 2005 shall be able to elect early retirement if they are at least fifty-seven (57) with at least fifteen (15) years of service (faculty, administrative, or staff) completed. In addition to these faculty, any other faculty who were tenured as of February 10, 2005 shall be able to elect early retirement if they are at least fifty-eight (58) with fifteen (15) years of service. Other faculty shall not be eligible for early retirement.

Faculty who take early retirement will receive an annual retirement payment equal to the sum of: (1) one-half of the base annual salary of the last year of full-time service and (2) one-half of a TIAA contribution on that amount as computed according to the formula in A. above. Such payment shall continue to the age of 65.

Faculty who were not tenured as of February 10, 2005, and are not eligible for the early retirement plan, will each receive an additional one and a half salary points as provided in Article 29 A.6. Any faculty member who is eligible for the early retirement plan also has the right to permanently and irrevocably relinquish his or her right to the plan in exchange for one and one half salary points.

- D. A faculty member who chooses to elect early retirement must notify the College no later than October 1 for any retirement commencing at the conclusion of that academic year. Said notice is non-rescindable. A faculty member who chooses to elect early retirement at the end of the fall semester must notify the College no later than April 1 of the preceding spring semester. Said notice is non-rescindable.
- E. As another retirement option, all tenured faculty may phase into retirement at any time after age 65 by working on a half-time basis for half-time pay for one or two years, after which they will be retired from the College. A faculty member selecting this option shall notify the College by October 1 of the academic year prior to the academic year in which the reduction will occur. At the end of the academic year immediately preceding the commencement of half-time status, the faculty member shall be taken off tenure status and given a one or two year contract, after which time the faculty member shall be retired as an employee of the college with all entitled retirement benefits.

Notice of such elections under this section is non-rescindable.

- F. By law, the VSC may not make contributions to Social Security for retirees.
- G. Addition of Otherwise Ineligible Spouses and Dependents

Any reference to “spouse” under this Article only applies to the spouse as of the date of the faculty member’s retirement; coverage does not extend to a spouse the retiree marries after the date of retirement. However, a faculty member may add an otherwise ineligible spouse or dependent to his/her plan under the terms of this Section.

1. On retirement of a faculty member under Section C of this Article (early retirement), a VSC faculty member may add spouse or dependent coverage that the faculty member is not otherwise eligible to receive under this Article, provided that the faculty member pays 50% of the premium costs for such additional coverage. For example, a faculty member at age 65 with less than 10 years’ service who currently receives lifetime coverage for himself/herself may add spouse and/or dependent coverage, but must pay 50% of the additional cost between the cost of one-person coverage and two-person or family coverage. However, a faculty member with 20 years

of service with the Colleges shall pay 25% of the premium costs for additional dependent coverage, and a faculty member with 25 years' service shall pay 10% for additional coverage.

2. On retirement of a faculty member under Section B or E of this Article, a VSC faculty member may add spouse or dependent coverage that the faculty member is not otherwise eligible to receive under this Article, provided that the faculty member pays 50% of the premium costs for such additional coverage. For example, a faculty member at age 65 with less than 10 years' service who currently receives lifetime coverage for himself/herself may add spouse and/or dependent coverage, but must pay 50% of the additional cost between the cost of one-person coverage and two-person coverage or family coverage. However, a faculty member with 20 years of service with the Colleges shall pay 25% of the premium costs for additional dependent coverage, and a faculty member with 25 years of service shall pay 10% for additional coverage.

However, effective with all retirements that begin on or after July 1, 2011, a retired faculty member who marries after his/her retirement may add spouse or dependent coverage only if the faculty member pays 100% of the additional cost between a single plan and two person plan or family coverage plan. This benefit is not available if the faculty member's spouse or dependent is eligible for medical insurance coverage elsewhere.

3. In cases where a faculty member wishes to add spouse or dependent coverage under the provisions of this section, the faculty member will so notify the College in writing. The College will advise the faculty member as to how much and when premium payments will be due.
4. This benefit is not available if the faculty member's spouse or dependent is eligible for medical insurance coverage elsewhere.

- H. 1. For all retirements under this Article, and except as otherwise provided in H. 2 below, the Vermont State Colleges shall continue to pay medical and dental insurance for dependent children for one year, and for the employee, spouse or partner in a civil union for the rest of their lives. It is provided, however, that a faculty member who is grandfathered under section B of this Article and retires will still need ten (10) years of continuous VSC service to

obtain life time coverage for the faculty member's spouse or partner in a civil union.

2. When the retiree reaches age 65 or older (Medicare eligibility), he/she may elect to receive medical insurance coverage through any Medicare supplement plan that the Colleges make available to retirees. The Colleges shall pay the full premium for this supplement plan except that, effective with retirements that begin on July 1, 2011 or later, the retired faculty member will contribute to the premium for such supplemental plan for himself/herself and for his/her spouse at whatever percentage of premium the faculty member was paying at the time of his/her retirement from the Colleges.

Faculty members as of the date of ratification of this Agreement who were hired on a full time basis as employees of the Vermont State Colleges prior to September 1, 2004 will not be required to contribute to the cost of premiums.

- I. Upon any retirement under this Article, a faculty member will be provided with life insurance of \$10,000 for the faculty member.
- J. A retiree may opt out of medical coverage on the same basis as an active faculty member.
- K. In no case shall the provisions of this Article affect the rights of those faculty members who have already qualified for retirement benefits under the provisions of retirement articles in previous contracts.
- L. The parties agree that neither side will propose any new early retirement plans, modification to existing plans or any other item touching upon early retirement in their future collective bargaining negotiations.
- M. Notwithstanding other provisions of this Agreement, any employee who begins employment with VSC on or after September 30, 2015 will not be eligible for any of the retirement medical and dental benefits of this Article.

Employees who are not eligible for any of the retirement medical and dental benefits of this Article pursuant to this provision will receive an additional three (3) salary points permanently added to their totals under Article 29.

Employees hired prior to September 30, 2015 who are laid off pursuant to Article 17 remain eligible for the retirement medical and dental benefits of this Article if they are appointed pursuant to Article 17 (J).

**ARTICLE 37**  
**TUITION BENEFITS**

- A. Active full-time faculty and their immediate families may enroll in courses offered by the Vermont State Colleges, including the Community College of Vermont and NVU Online, without payment of tuition for such courses. “Immediate family” is defined as including spouse and dependent children including legal wards whether married or unmarried.
  
- B. Any child of a faculty member in active service with a member College shall be guaranteed free tuition at the Vermont State Colleges, including the Community College of Vermont and NVU Online, until the completion of his/her undergraduate degree, or up to a limit of 150 credits. In the event that a faculty member, who has completed at least five years of service with a member College dies, is permanently disabled or retires, his/her children, who are enrolled at the time or who are in their junior or senior year of high school, shall be guaranteed the continuation of free tuition until completion of his/her undergraduate degree, provided that such child is a qualified eligible dependent.
  
- C. Upon acceptance by the University, children, legal wards and step children of any full-time faculty member of the Vermont State Colleges may enroll in courses at the University of Vermont without payment of tuition, under the terms of the Tuition Remission Agreement between the Vermont State Colleges and the University of Vermont, dated June, 1967, as amended on November 26, 1991 (*See Appendix C*). The Vermont State Colleges shall notify the Federation of any change in such agreement no later than 15 days after such change.

- D. For each year of the contract, a total of \$15,000 in tuition benefits shall be provided for faculty who take courses at the University of Vermont or VSC continuing education programs. This amount will be distributed evenly among the three colleges. Funds not spent by a college during any given year will revert to the college and not roll over.

### **ARTICLE 38**

#### **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). 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, faculty members shall be paid 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 39**

#### **SICK LEAVE**

- A. Sick leave may be used if a faculty member must be absent from his/her duties because of disability, illness or accident. In addition, a faculty member may use up to three (3) days of sick leave per year for personal reasons. In accordance with 21 VSA Section 472, faculty members may use up to six weeks (30 days) of any earned sick leave for parental or family leave as those terms are defined by statute. Faculty members may also use any other earned leave time for parental or family leave, including but not limited to earned vacation.
- B. Each faculty member shall earn six (6) days of sick leave per semester of full-time teaching service.
- C. Sick leave shall be accumulated from semester to semester and year to year up to a maximum of 150 days.

- D. Faculty who have accumulated sick leave under a prior Agreement between the Vermont State Colleges and the Federation shall have their sick leave accounts credited with their accumulated total of such leave days as of 31 August 1976. Commencing with the fall semester 1976, all faculty shall have their sick leave accounts credited with six (6) days of leave at the beginning of each semester that they teach.
- E. A doctor's certificate may be required for any absence in excess of five (5) days.
- F. Notice of unused sick leave accumulation shall be given to each faculty member at the beginning of each academic year if requested by the faculty member.
- G. A faculty member employed by a College prior to July 1, 1962 shall have the option of accruing sick leave according to this Agreement or according to the State of Vermont sick leave policy.
- H. When absent from scheduled duties prescribed in Article 24, Workload, for reasons given in (A.) above, faculty shall be charged the appropriate number of days of sick leave.
- I. Faculty shall make every effort to arrange for satisfactory coverage of their duties while absent for disability, illness, or accident. Where leave is for personal reasons, satisfactory coverage or other alternative arrangements may be required by the designated administrator. Notice for need of absence shall be given, as soon as possible, to said administrator.
- J. Faculty members may transfer up to 12 days per year into a sick leave bank for use by a faculty member who is incapacitated due to an extended illness or accident and who has exhausted his/her own sick days. The Chapter Chairperson and the Academic Dean shall jointly approve and coordinate such transfer of sick days. The maximum number of donated sick days an individual faculty member may receive in an academic year shall be one hundred fifty (150) days. The President in his/her discretion and on a non-precedential basis may allow for additional days in extraordinary cases.

**ARTICLE 40**  
**BEREAVEMENT AND 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, except said faculty member shall be permitted five (5) consecutive days in the case of death of a spouse or child, which leave may be extended by use of sick leave upon approval of the President, whose decision shall not be subject to the arbitration provisions of this Agreement.
- B. Immediate family is defined as the faculty member's spouse, daughter, son, stepdaughter, stepson, father, mother, brother, sister, grandparents, grandchildren, mother-in-law; father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepmother, stepfather, and persons domiciled in the employee's home. Requests for bereavement leave for other than immediate family as defined above may be granted by the President; however, the President's decision shall not be subject to the arbitration provisions of this Agreement. In accordance with the other provisions of this Article, bereavement leave shall be taken for the purpose granted.
- C. Upon four weeks' notice of request for professional leave, the President may grant such leave, for up to three 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 41**  
**LEAVES OF ABSENCE**

- A. The President of a College may grant a faculty member an unpaid leave of absence from the faculty. Permission to take such a leave of absence shall not be unreasonably withheld and the leave may be renewed at the discretion of the President. Inability to find adequate replacements shall be sufficient reason for denying a request for leave. However, after every five years or more of continuous full-time teaching service to the Vermont State Colleges, permission to take one unpaid leave of absence from the



faculty of a College of up to two consecutive semesters must be granted. It is further provided, however, that the College shall be under no such obligation to grant a leave of absence if (1) the faculty member has resigned; (2) the faculty member has been notified of his/her non-reappointment effective at the end of his/her fifth year; (3) the faculty member has been denied tenure, any prior request for a leave notwithstanding; (4) the faculty member has been discharged. Requests in all above cases should be made six months in advance of the commencement of the leave; however, the President of a College may consider requests with less than six months' notice.

Within thirty days of a request for an unpaid leave of absence, the President will respond in writing, and will provide reasons if such a request is denied.

- B. Faculty taking an unpaid leave of absence shall retain rank, tenure status, and credit for years of service for purposes of promotion, tenure, salary, layoff and early retirement. While on unpaid leave of absence, faculty shall not be credited with any time of service for purposes of promotion, tenure, sick leave or early retirement. Up to four semesters of unpaid leave shall be counted toward seniority for purposes of layoff. A faculty member shall not file for unemployment insurance because the College terminates his/her salary during a leave of absence.
  
- C.
  - 1. A paid leave of absence may be granted for a faculty member to participate in a faculty exchange program subject to the approval of the President.
  
  - 2. A tenured faculty member is entitled to participate in a faculty exchange. A tenured faculty member shall be entitled to full salary and benefits and all rights and privileges of full-time employment during the period of the faculty exchange.
  
  - 3. An untenured faculty member is entitled to participate in a faculty exchange and shall take a paid leave of absence. An untenured faculty member shall be entitled to full salary and benefits during the period of the faculty exchange. The faculty exchange shall not count as a year towards tenure or seniority.
  
  - 4. A faculty member who wishes to participate in a faculty exchange must submit a request in writing to the President by January 15.

- D. A faculty member who accepts a permanent appointment as an administrator in the VSC shall relinquish his/her faculty rank and status (including tenure if the individual has that status) upon the beginning of the administrative service. However, a VSC faculty member may serve as an administrator on an “acting” or temporary basis for a period up to three years without any change in academic rank. Following this period, the faculty member will return to the faculty or relinquish his/her faculty rank and status.
- E. Faculty who are on extended active duty will be placed on military leave without pay, consistent with the requirements of the Uniform Services Employment and Reemployment Act (“USERRA”). USERRA applies to all employees who perform duty, voluntarily or involuntarily, in the “uniformed services,” which include the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these services. Generally, USERRA provides employees with the right to re-employment after serving for up to five years in the uniformed services. The Colleges shall provide all eligible faculty with the legal protections to which they are entitled by USERRA.

**ARTICLE 42**  
**VSC FACULTY FELLOWS**

In order to recognize outstanding Vermont State Colleges tenured faculty members, this Agreement shall establish the Vermont State Colleges Faculty Fellowships. In each Academic Year there shall be one (1) in the Fall semester and one (1) in the Spring semester. During the semester of the Fellowship, the faculty member shall offer a public lecture, reading, exhibition, performance or recital at his/her respective institution. Each Vermont State Colleges Faculty Fellow shall be allowed to draw up to \$500 from the Vermont State Colleges, Office of the Chancellor, for bona fide expense money to complete the commitment referred to above. During the semester of the Faculty Fellowship, the Faculty member shall receive a reduction in workload of three credit hours.

Vermont State Colleges Faculty Fellows shall be nominated and selected on the basis of outstanding accomplishments in teaching and learning.

1. At each College, a committee composed of a College administrator and two faculty members appointed by the President and Faculty Federation, respectively, shall meet and consider nominations for the award of VSC Faculty Fellow.
2. By January 15 of each year of this Agreement the College committee shall submit to the College President the names of three faculty members to be considered for the VSC Faculty Fellowship. The nominations shall be accompanied by a detailed recital of the qualifications of the faculty member and a detailed analysis of the reasons for the nominations.
3. By March 1 of each year of this Agreement each President shall submit the name of one faculty member from the aforementioned list to a VSC Faculty Fellow Committee comprising the Chancellor or designee, the VSC Faculty Federation President or designee and a member of the Vermont State Colleges Board of Trustees. The nomination shall be accompanied by a detailed analysis of the reasons for the nomination.
4. In each year of this Agreement the VSC Faculty Fellow Committee shall meet to consider the four nominations and shall recommend to the full Board of Trustees the names of two faculty members to be awarded Vermont State Colleges Faculty Fellowships.

The provisions of this Article shall not be subject to the grievance and arbitration provision of this Agreement.

**ARTICLE 43**  
**EDUCATION AIDS**

Audio or video tapes, closed circuit TV, visual aids, programmed learning devices, computer programs, or any other mechanical or electronic educational aids shall not be used to reduce a faculty member's class load without his/her consent, or to displace a faculty member, provided that the use of such devices shall not otherwise be precluded.

**ARTICLE 44**  
**FACULTY FACILITIES**

- A. When constructing a new building or renovating an existing building, due regard will be given to providing adequate office space to faculty within budgetary limitations and with due consideration of the needs for adequate space for students, staff, and administrative personnel.
- B. Each College shall make every effort to provide at least one lounge for members of the bargaining unit and their guests.
- C. Lockers which have been assigned to faculty shall be permanent as long as the faculty member is a member of the bargaining unit and cannot be changed without the written consent of the faculty member.
- D. Bargaining unit members, spouses, and children shall have free use of all athletic/recreational facilities in accordance with established schedules for use.

**ARTICLE 45**  
**ACADEMIC REGALIA**

Appropriate caps, gowns and hoods for any ceremonial functions, where such are required by a College, shall be provided by that College at no cost to the faculty.

**ARTICLE 46**  
**AGRICULTURAL PRODUCTS**

At Vermont Technical College, the policies regarding the sale of agricultural products and the use of auto maintenance facilities shall continue as currently described in Vermont Technical College policy and procedure letters. The term "agricultural products" does not include milk products.

**ARTICLE 47**  
**ACADEMIC CALENDAR**

Recognizing the benefit of aligned academic calendars to support faculty innovation of, and student opportunities for, enrollment across the Colleges, except as otherwise provided in this Agreement, the Academic Calendar of each of the Colleges shall be negotiated jointly via a single labor-management committee (“Committee”) represented by the Federation Chapter Chair (or his/her designee) and the President (or his/her designee) at each College. In finalizing the calendars, the Committee shall ensure that the start and end date for each semester is the same and that at least one break per semester has the same start and end date across the Colleges. In other words, either the October or November break in the Fall and either the February or April break in the Spring shall be the same. In addition, the Committee shall take into consideration and negotiate certain programs, such as Nursing, which may have different academic calendar by design and may operate year-round.

Such negotiations will begin no later than September 15, so that the calendar may be set no later than November 1. If a calendar has not been agreed upon by January 15, then the Presidents shall have the responsibility for and shall finalize the official College calendar using the current year calendar as a guide. Beginning September 1, 2019, the Committee shall propose academic calendars for both 2020-2021 and for 2021-2022. Moving forward the Committee will negotiate the academic calendar for two years hence.

The calendar for purposes of faculty workload shall not exceed 15 full weeks per semester for classes and exams (75 days). An individual College shall retain the right to negotiate a longer semester calendar provided that any faculty member scheduled by the College to work more than 75 days per semester shall receive a per diem of \$225, or a half per diem of \$150, for any day or half-day respectively in excess of 75 days.

**ARTICLE 48**  
**PRINTING AND DISTRIBUTION OF THIS AGREEMENT**

- A. The Colleges shall post on the VSC website a fully-searchable copy of this Agreement, with hyperlinks in the Table of Contents, as soon as practicable after ratification. By posting the Agreement on the VSC website, it will be accessible through the portal.

- B. The Federation shall be responsible for providing the link to the Agreement on the VSC website to each member of the bargaining unit.

**ARTICLE 49**  
**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 and referred to in Articles 14 (Grievance Procedure) and 16, (Arbitration), 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 50**  
**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.
- C. 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 provided in Article 49 (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 51**  
**DURATION AND RENEWAL**

This Agreement shall continue in effect until August 31, 2022 and shall automatically renew each year unless either party notifies the other of its desire to negotiate one or more articles by March 30 of the year in which the contract is due to expire. Once such notice has been given, the contract shall continue in force until agreement on a successor contract has been reached and ratified by the parties.

In witness whereof the Vermont State Colleges has caused this instrument to be signed and sealed by its duly authorized representative and the Federation has caused this instrument to be signed and sealed by its duly authorized representative:

**VERMONT STATE COLLEGES**

BY: Jeb Spaulding  
Jeb Spaulding, Chancellor

DATE: 11/7/19

**VERMONT STATE COLLEGES FACULTY FEDERATION,  
UNITED PROFESSIONS AFT VERMONT  
LOCAL 3180, AFL-CIO**

BY: Linda J. Olson  
Linda Olson, Interim President, VSC Faculty Federation

DATE: 11/7/19

BY: Lisa Cline  
Lisa Cline, Past President, VSC Faculty Federation

DATE: Nov. 7, 2019



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

Castleton and Northern Vermont University

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

<u>FIELD</u>	<u>DEGREE (AND/OR CERTIFICATION)</u>
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.) or related field 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
Mountain Resort Management	Master's degree combined with at least three years of significant experience in the field prior to appointment in the Vermont State Colleges.

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:

<u>FIELD</u>	<u>DEGREE (AND/OR CERTIFICATION)</u>
Technologies	Professional registration or licensure in appropriate field, where Bachelor's degree is prerequisite for such registration or licensure
Automotive Technology	Bachelor's degree preferred or 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 preferred or 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
Professional Pilot 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.

**APPENDIX B**  
**DUES AUTHORIZATION CARD**

VSCFF Local 3180, AFT Vermont—American Federation of Teachers/AFL-CIO

Name _____		
Address _____		
City _____	State _____	Zip _____
Cell Phone _____	Home Phone _____	Work Phone _____
Email (non-employer) _____		
Birth Date _____	Date of Hire _____	
Worksite _____	Job Title _____	

Membership Statement: I hereby apply for membership in the Union and agree to abide by its Constitution and Bylaws. I authorize the Union to act as my exclusive representative in collective bargaining over wages, hours and other terms and conditions of employment with my employer. My membership in AFT Vermont and my local Union, including any other local union which is my exclusive bargaining representative and is affiliated with AFT Vermont, shall be continuous unless I notify my local president in writing that I intend to resign.

→Signature \_\_\_\_\_ Date \_\_\_\_\_

Dues Authorization: During my employment, I hereby agree to pay an amount equal to dues as certified by the Union. I also authorize my employer to deduct from my pay each pay period that amount that is equal to dues and to remit such amount monthly to the Union.

Revocation Window: This voluntary authorization and assignment shall be irrevocable, for a period of one year from the date of authorization, or until the termination date of the collective bargaining agreement between the Union and the Employer, whichever occurs sooner, and shall automatically renew from year to year unless I revoke this authorization by sending written notice to the Union postmarked fourteen calendar days prior to the anniversary of the date signed above or by sending written notice to the Union upon the termination of the collective bargaining agreement. By signing this card, I am authorizing the Union to collect dues for a minimum of one year from the date of my signature.

IRS Disclaimer: Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

Telephone Consumer Protection Act Statement: By providing my cell phone number above, I understand that the Union and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis, and that I can unsubscribe from these messages. The Union will never charge for text message alerts; carrier message and data rates may apply to such texts.

→Signature \_\_\_\_\_ Date \_\_\_\_\_

Notes:

Return to: AFT Vermont 121 Park Ave #10 Williston VT 05495; or scan/email to [Cyndi.Miller@aftvermont.org](mailto:Cyndi.Miller@aftvermont.org)

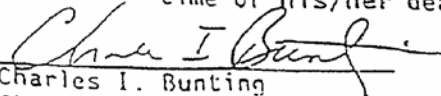
APPENDIX C  
UVM/VSC TUITION REMISSION  
AGREEMENT


November 1991

Tuition remission agreement between Vermont State Colleges and the University of Vermont, dated August 10, 1977, is hereby amended:

"Children, legal wards, and stepchildren of any full-time employee of one institution eligible for tuition remission of that institution may attend the other institution without payment of tuition, provided:

- (1) all fees are borne by the student, and
- (2) that said student is pursuing an acceptable course of study leading to an undergraduate degree, and
- (3) that the student began his/her college education prior to age 21, and completes his/her education prior to reaching age 28. In the event the college education is deferred for military service, the education must have started prior to age 25 and must be completed within seven years or prior to reaching age 32, and
- (4) that this benefit shall provide no more than 150 credit hours of undergraduate education and shall not be extended beyond seven calendar years with the exception of time spent in the service, and
- (5) that this benefit shall apply to summer session work only when it is in satisfaction of degree requirements, and
- (6) that this benefit shall cease at the end of the semester during which termination of the employee takes place, and
- (7) that this benefit shall remain in effect while the employee is on approved inactive status, such as sick leave, disability leave, personal leave, sabbatical leave, maternity leave, military leave, etc., and
- (8) that this benefit shall be continued until the completion of the degree (limited only by No. 3 above) for children enrolled at the time of the death or permanent disablement of the employee, and
- (9) that this benefit shall remain in effect for the dependent children of deceased and retired employees who have completed at least four years of active service with the member institution and who were employed by the institution at the time of his/her death."

  
Charles I. Bunting  
Chancellor  
Vermont State Colleges

  
Thomas P. Salmon  
Interim President  
University of Vermont

Date: Nov 22 6 1991

## APPENDIX D

### COMMISSIONED COURSE DEVELOPMENT AGREEMENT

This Commissioned Course Development Agreement (“Agreement”) is made this \_\_\_\_ day of, 20\_\_ , by and between Vermont State Colleges (“VSC”), and \_\_\_\_\_ (“Faculty Member”), an employee and faculty member of the VSC. VSC and Faculty Member may each be referred to herein solely as a “Party” or jointly as the “Parties” as the case may be.

#### RECITALS

The Faculty Member has developed or will develop and owns or shall own certain subject matter relevant to academic instruction (the “Content”).

The Faculty Member has been selected by the VSC to assist in the creation and development of a certain course as specifically set forth in Attachment A (the “Work”);

The Faculty Member desires to create and develop the Work for the VSC as a VSC-directed work so that it may be available to VSC to advance the VSC’s educational mission; and

VSC shall compensate the Faculty Member \$\_\_\_\_, paid in a lump sum on or before \_\_\_\_.

NOW, THEREFORE, in consideration of the foregoing premise, mutual promises, covenants, and undertakings set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

1. Services. Subject to the terms and conditions herein, the Faculty Member VSC: (1) to provide Content, and (2) to assist in the integration of Content into the design and format of the Work.
2. Ownership of the Work. In consideration of the compensation under the Award, Faculty Member acknowledges and agrees that the Work is created at the direction of the VSC and shall be considered a VSC- directed work under VSC Policy 416 and Article 27 of the *Agreement between Vermont State Colleges and Vermont State Colleges Faculty Federation*.

VSC Policy 416 states that: “Unless governed by a separate agreement (such as faculty bargaining agreements), the copyright of works created by employees within the scope of their employment, for use in their employment at VSC, or using VSC resources will be owned by VSC.”

Article 27 of the *Agreement* states: “From time to time, the Colleges may commission from faculty members educational materials or tools such as curricula, syllabi, course content, course modules and educational or computer-aided delivery systems (“Materials”). These Materials may be either content or text-based or may be computer software or both. These VSC-Commissioned works shall be compensated and shall be agreed to with a written or electronic contract. Faculty members will be notified prior to commencing work on the Materials that the copyright of such work will be owned by the VSC. Monetary support for training shall not, in and of itself, result in VSC ownership, unless so commissioned.”

- 2.1 The Parties acknowledge and agree that the Faculty Member retains ownership of the Content.
- 2.2 The Faculty Member hereby retains, and the VSC hereby grants, the Faculty Member a perpetual, non-exclusive, royalty-free right to use, reproduce, and prepare derivative works, adaptations and versions of the Work for the Faculty Member's own use whether within or outside of the VSC.
- 2.3 Except as set forth in Paragraphs 2.1 and 2.2, Faculty Member hereby fully, unconditionally, and irrevocably transfers, assigns, delivers, and conveys to VSC all of Faculty Member's worldwide right, title, and interest, in and to the Work including without limitation, any and all enhancements, modifications, derivative works, and components of any of the foregoing developed by or for Assignee, including (a) all copyrights, copyright applications, and registrations, and any renewals or extensions thereto; (b) any and all moral rights; (c) works of authorship (copyrightable and non-copyrightable); (d) all other proprietary or intellectual property rights of any kind or nature therein; and (e) all of the assets, properties, contracts, rights, and obligations relating thereto, including the right to recover for damages and profits and any and all other remedies for infringement, which may have occurred before the date of this Agreement, the same to be held and enjoyed by the VSC, for its own use and benefit, and for its legal representatives and assigns, to the full end of the term for which said rights are granted, as fully and entirely as the same would have been held by the Faculty Member had this Agreement not been made.

3. Representations and Warranties. Faculty Member represents and warrants that the Work is Faculty Member's original work. To the best of Faculty Member's knowledge, the Work does not infringe upon the rights of any third party.

4. Further Documentation and Actions. Faculty Member shall execute and deliver to VSC any further documents and instruments and perform other reasonable acts, at VSC's expense, when and as reasonably requested by VSC to vest in VSC, its successors, assigns, and nominees, all of Faculty Member's right, title, and interest in and to the Work.

5. Construction. This Agreement: (a) is governed by laws of the State of Vermont without giving effect to its choice of law provisions; (b) may be executed in multiple counterparts; and (c) constitutes the entire agreement between the Parties and supersedes any oral or written agreement, understanding, discussion, or other documentation to the contrary with regards to the subject matter herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**VERMONT STATE COLLEGES ("VSC")**

**("FACULTY MEMBER")**

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**

**INSERT COURSES TO BE CREATED OR WORK TO BE PERFORMED**



**APPENDIX E**

**PROMOTION OF TENURED FACULTY WHO DO  
NOT POSSESS A VSC REQUIRED MINIMUM DEGREE**

A tenured faculty member who does not possess a VSC required minimum degree and who wishes to be considered for promotion may offer the President evidence of significant accomplishment in lieu of the VSC required minimum degree.

**APPENDIX F**

**RESERVED**

**APPENDIX G**

**SABBATICAL APPLICATION FORM**

NAME:

RANK:

DEPARTMENT:

LENGTH OF PROPOSED SABBATICAL:

\_\_\_\_\_ ONE SEMESTER      \_\_\_\_\_ TWO SEMESTERS

DESCRIPTION OF PROPOSED SABBATICAL:

RELEVANCE OF PROPOSED SABBATICAL TO THE APPLICANT AND THE COLLEGE:

**APPENDIX H**  
**GUIDELINES FOR AWARDING POINTS UNDER**  
**SUBSECTIONS A.1.-6. OF ARTICLE 29**

A. Degrees:

1. The points assigned under this section are additive; however, no degree shall be counted more than once. For example, a degree awarded 5 points as a "VSC Required Minimum Degree" shall not also be awarded 3 points as a master's degree under Section A.
2. The VSC Minimum Required Degrees other than the Doctorate are those specified in Appendix A of the Agreement. However, if a faculty member possessed a Minimum Required Degree other than the doctorate at the time (s)he was granted tenure, (s)he shall receive 5 salary points for that degree even if that degree is no longer listed in Appendix A.
3. If faculty member has a VSC Minimum Required Degree and also has a doctorate in the same field, (s)he shall not receive 5 salary points for the VSC Minimum Required Degree, but shall receive the number of salary points granted for that degree under the other provisions of Section A.1.a. For example, if a faculty member at VTC is granted 5 salary points for a Master's degree and subsequently earns a doctorate in the same field, the value of his/her Master's Degree shall revert to 3 salary points rather than 5.
4. A degree with professional experience/attainment and/or training constituting an approved substitute for an appropriate required minimum degree (for purposes of promotion and tenure) shall qualify for 2 salary points in addition to any other salary points that have been awarded for degrees under Section A.1.a. of Article 29. However, if a faculty member has been judged to possess an approved substitute and subsequently earns the appropriate minimum required degree in his or her field, (s)he shall no longer receive the 2 salary points for the approved substitute.

5. Degree points are awarded only for actual degrees earned. Degree "equivalents:" (e.g., certificates, credit hour equivalents of degrees, etc.) shall not be counted except when such equivalents constitute part of a VSC Required Minimum Degree or an approved substitute for a VSC Required Minimum Degree.
6. If a faculty member possesses a Doctorate but not a Master's, (s)he is entitled to 3 points under the Master's degree criterion in addition to 6 points under the Doctorate. If (s)he has a Master's degree in another field, (s)he should also receive 3 points under the Additional Master's Degree criterion.
7. If a faculty member currently receives 5 salary points for a required minimum degree and 6 points for a doctorate in the same field, (s)he shall continue to receive 11 salary points for those two degrees.
8. If a faculty member is awarded 5 points for possession of a required minimum degree and that degree is subsequently removed from the list of required degrees in Appendix A, (s)he shall continue to receive 5 salary points for that degree.
9. Documentation of degree completion must be on file at the college.

B. Additional Graduate Work:

1. To receive 3 points for "Ph.D. Candidate (ABD)," the individual must have completed all of the degree-granting institution's requirements for the doctoral degree except the dissertation or equivalent. It is not necessary that the individual be an "active" candidate for the Ph.D. in order to receive salary points for Ph.D. candidacy.
2. Graduate credit points are awarded only for official credits earned. Credit equivalents for various learning projects that are not documented by official transcripts assigning specific credit shall not be counted.

3. Points previously awarded for additional graduate work will no longer be counted at such time as points are awarded for the relevant graduate degree.

Examples: Two points previously awarded for 37 or more graduate credits; add one point (not three) when Master's Degree is conferred. Three points previously awarded for "ABD"; add three points (not six) when Doctorate is conferred.

4. Documentation of graduate credits completed and "ABD" status must be on file at the college.

C. Rank:

The points assigned under this section are non-additive and are based upon the rank in effect during the year for which points are being assigned. For example, an Associate Professor promoted from Assistant Professor should receive a total of 7 points for rank.

D. Experience:

1. Salary points are awarded separately for service within the VSC and for applicable experience outside the VSC. A maximum of one point per year may be awarded under this section. For example, if a faculty member teaches at another college while on sabbatical, (s)he does not receive experience credit for the teaching because (s)he is already receiving VSC service credit for the sabbatical. However, if a faculty member teaches at another college while on an unpaid leave, (s)he can receive experience credit for the outside teaching assignment subject to the limits described in Article 29 A.3.
2. There is no limit to the total number of points for applicable experience.
3. "Applicable" experience means teaching or library service experience that is directly related to the faculty member's VSC responsibilities.

4. Experience points may be awarded for relevant graduate assistant duties in teaching or research. Each year of (at least) half-time service may be evaluated as one-half point.
  5. Experience points may be awarded for elementary and secondary teaching when such teaching is related to the VSC teaching assignment.
  6. No year may be counted twice. One point should be assigned for each full academic year of service as a VSC faculty member (including sabbatical leave time) and for each full calendar year, or full-time equivalent (FTE) year, of active service as an administrator or staff member. (Administrators and staff will be limited to a maximum of 9 points for non-teaching experience with the exception of faculty librarians who may count all points earned for previous service as staff librarians.)
  7. Documentation such as lists of projects or contracts should accompany claims for experience points for relevant freelance, self-employment, consulting, performing arts, etc.
  8. Points shall be awarded for VSC part-time or adjunct faculty service, using as a guideline 1/24 point per credit hour. No service points shall be awarded for VSC part-time service or non-VSC service if the individual is already being credited with points as a full-time faculty member.
- E. Awards resulting from claims for additional salary points will become effective for the academic year subsequent to the Committee's review.
- F. The Committee will round off total points, first to the nearest tenth of a point, then (up) to the nearest half point. For example, 17.05 rounds up to 17.1, which rounds up to 17.5; 17.5 remains as 17.5; 17.55 rounds up to 17.6, which rounds up to 18.0 points; however, 17.04 points rounds down to 17.0 and will be awarded 17 points.

## EXAMPLES OF POINTS ASSIGNED FOR DEGREES

Field: Physics	B.S. (0), M.S. (3), Ph.D. (6)	Total 9
Field: Physics	(Faculty member received tenure in 1965, when the M.S. was the minimum required degree for tenure) B. S. (0), M.S. * (5)	Total 5
Field: Computer Science	B.S. (Math or Computer Science (0) and M.S. (Computer Science)* (5)	Total 5
Field: Physical Therapy	B.S. (0), M.S. (3), Ph.D. (Human Anatomy) (6) Registered Physical Therapist (0)	Total 9
Field: Dance	B.A. (0), M.F.A.* (5)	Total 5
Field: Dance	B.A. (0), M.F.A.* (3), Ph.D. (6) M.A. (another field) (3)	Total 12
Field: Dance	B.A. (0), M.F.A.* (5) M.A. (3) & Ph.D. (6) (another field)	Total 14
Field: Dance	B.A. (0), no Master's experience as substitute for terminal degree for purposes of promotion and tenure (2)	Total 2
Field: Journalism	B.A. (0), M.A. + 3 years professional experience* (5)	Total 5
Field: Science	B.S. (0), M.S. (3), experience as substitute for terminal degree for purposes of promotion and tenure (2)	Total 5
Field: Any	B.A. (0), M.A. (3), Ph.D. (6), M.A. (3) and ABD (3) in another field	Total 15
Field: Mechanical Engineering Technology at (VTC)	B.S. in M.E. with P.E. license* (5)	Total 5

Field: Mechanical Engineering Technology (at VTC)	B.S. in M.E. with P.E. license* (5) and M.S. in M.E. (3)	Total 8
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Field: Mechanical Engineering Technology (at VTC)	B.S. in M.E. with P.E. license* (0) and M.E. (3) and Ph.D. in M.E. (6)	Total 9
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\*VSC minimum required degree for assignment of salary points. *See Appendix A.*

**APPENDIX I**  
**RESERVED**

**APPENDIX J**

**PAYROLL DEDUCTION REQUEST**  
**VERMONT STATE COLLEGES**  
**FACULTY FEDERATION SCHOLARSHIP**

**NAME:** \_\_\_\_\_ **EMPLOYEE ID:** \_\_\_\_\_

I'd like to give to the Vermont State Colleges Faculty Federation Scholarship through a payroll deduction.

Please deduct the following amount from my paycheck, per paycheck \$\_\_\_\_\_.

I understand that I may terminate this deduction at any time by contacting my college's payroll department in writing.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



### **SIDE LETTER A**

Any proposed disciplinary sanction stemming from the alleged violation to the Computing and Technology Conditions of Use Policy is subject to the collective bargaining agreement.

### **SIDE LETTER B**

The parties will meet to define the standards by which an offer may be made to a new hire that would exceed the salary calculated by the current assignment of points.

### **SIDE LETTER C**

Any faculty who qualified for the retirement options in the former Article 36, Sections C., D., and F. (as signed on 14 October 2005) will have a one-time opportunity to apply for retirement under those terms on or before February 1, 2006, for retirement or retirement options commencing at the end of the Fall 2006 semester.