

**AGREEMENT**  
**Between the**  
**VERMONT STATE COLLEGES**  
**and**  
**NVU ONLINE UNITED FACULTY,**  
**VSCFF 3180,**  
**AFT VERMONT, AFL-CIO**

**AUGUST 4, 2021 to**  
**AUGUST 31, 2024**

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## **ARTICLE 1** **RECOGNITION**

- A. The Vermont State Colleges recognizes the Federation as the exclusive bargaining representative for faculty in the following unit, in accordance with the unit certification issued by the Vermont State Employees Labor Relations Board on October 27, 2020:

Instructors employed by Northern Vermont University Online who meet the following requirements: 1) have been employed for at least three (3) semesters out of the previous three academic years, or who are currently in their third teaching semester; and 2) have taught at least six (6) credit hours in the prior academic year (summer semester, fall semester, and spring semester taken together are considered the “Academic Year” as defined by NVU Online).

After initial entry into the bargaining unit, instructors will exit from the bargaining unit following any complete Academic Year in which they have not taught at least three credits. May 31<sup>st</sup> will be considered the exit date (e.g. if someone teaches in the Summer of 2020, they stay in the unit until May 31, 2022, even if they have not taught three credits during that period).

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

- B. Nothing contained in this Article shall be construed to prevent the Board of Trustees, any Board member, or any official of the Vermont State Colleges or NVU Online 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 2**

### **DEFINITIONS**

**Academic Year:** Summer semester, fall semester, and spring semester taken together in this order are considered the “academic year” as defined by NVU Online.

**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.

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

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

**Dean:** The term Dean refers to the NVU Associate Dean of Distance Education Programs, duly appointed and authorized by the President as a person authorized to act in that capacity.

**Faculty Member:** The term “faculty member” as used in this Agreement shall mean any member of the bargaining unit; “faculty” shall mean all members of the bargaining unit.

**Federation:** The term “Federation” as used in this Agreement shall refer to the Vermont State Colleges Faculty Federation, NVU Online Unit, AFT 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 the University and to the Chancellor.

**NVU/NVU Online:** The term “NVU” refers to Northern Vermont University, while NVU Online refers to the specific online program referenced in the unit certification.

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

**University:** The term "University" as used in this Agreement shall refer to Northern Vermont University or its successor(s).

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

### **ARTICLE 3**

### **MANAGEMENT RIGHTS**

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

1. The right to direct employees; to determine qualifications and criteria in hiring, to determine the standards for work and conduct, class sizes, location of work and the class schedules within any limitations of this Agreement; to decide whether or not a particular course should be offered; whether or not it should run in a given semester and whether or not it should be canceled; to establish the academic calendar; to hire, reappoint, assign and retain employees in position; to subcontract; and, to discipline, suspend or discharge a faculty member for proper cause subject to the provisions of this Agreement;
2. The right to decide the degrees, programs and curriculum to be offered;
3. The right to determine the learning management system(s) to be utilized;
4. The right to take such action as necessary to maintain the efficiency of the Vermont State Colleges' or NVU's operation within the limits of this Agreement;
5. The right to determine the organizational structure; the means, methods, budgetary and financial procedures; and the number and type of faculty and other personnel by which the Vermont State Colleges' and NVU's operations are to be conducted;
6. The right to take such actions as may be necessary to carry out the mission of the Vermont State Colleges and NVU in case of emergencies, provided that the Federation is notified in writing of the emergency and action as soon as possible; and
7. The right to make rules, regulations, and policies not inconsistent with the provisions of this Agreement.

B. The application of such management rights in alleged violation of the provisions of this Agreement shall be subject to the provisions of Articles 15 and 16 (Grievance and Arbitration).

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

## **ARTICLE 4**

### **FEDERATION RIGHTS**

#### **A. Individual Contracts**

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

#### **B. NVU Online Portal / Bulletin Boards**

1. NVU will place a link to the Union website in the NVU Portal or a successor portal designated by VSC within six (6) months of the ratification of this Agreement.
2. If a posting is desired by the Federation, a Federation Representative at the University shall furnish copies of all postings to a designated NVU official for NVU records. All such postings shall clearly indicate sponsorship by the Federation.
3. The use of the bulletin board shall be restricted to activities of the Federation for the following purposes only:
  - a. notice of educational and social activities;
  - b. notice of election of officers and representatives and results; and
  - c. notice of Federation meetings and activities of the Federation, its affiliates or parent bodies, other than union campaign materials.

#### **C. Distribution of Materials**

The Federation shall have the right to use interoffice mail facilities. The Federation is free to use VSC email addresses to correspond with faculty.

#### **D. Union Meetings**

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

The Federation Chapter may hold one regularly scheduled meeting per month and notice of such schedule shall be given to the University prior to September 1. Once notice of any such regularly scheduled meeting is received, the University 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 NVU's procedures for scheduling a room are followed and that faculty with scheduled meetings or duties during the time of such Federation meetings remain at and fulfill such obligations.

#### E. Right to Information

Upon receipt of a written request from the Federation, the Vermont State Colleges shall make available any information within its possession or control not exempted by law that is relevant and necessary for the Federation to meet its collective bargaining responsibilities or to administer this Agreement. Such information shall be made available within thirty (30) calendar days of the Federation's request; if such information is not readily available within said thirty (30) days, unless otherwise agreeable to the parties, the Vermont State Colleges shall so notify the Federation and shall make the requested information available as soon as reasonably possible. When practicable, information shall be provided in Excel file format.

In the third week of each semester, the University will send the Federation President an electronic list of all Bargaining Unit members that includes the following data:

- A. Name
- B. Total number of credit hours taught for NVU Online
- C. New Bargaining Unit members will be designated as such
- D. The Summer list will include a list of faculty who are no longer in the Bargaining Unit.

The Summer semester list will include all personal contact information including email, phone numbers, and mailing address in accordance with Vermont law.

### **ARTICLE 5** **DUES**

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

B. The University shall deduct dues, for the Federation only, from NVU Online compensation of all faculty who voluntarily authorize said deductions by the signing of authorization cards. The University shall continue to deduct dues while a faculty member is employed in the bargaining unit unless the Federation notifies the University that the faculty member has properly withdrawn authorization. Such deductions shall only be made in equal amounts bi-weekly, beginning the first payroll period after receipt of the authorization card by the Office of the Chancellor or their designated representative and in accordance with the posted faculty payroll schedule. Said monies shall be transmitted biweekly following the pay date in which deductions were withheld to the designated Federation treasurer. Included in the remittance will be a list of the faculty who had dues or agency fees withheld. In addition, one updated list will be furnished during the semester upon request of the Federation Representative.

C. If, during the life of this Agreement, the Vermont government or the federal government passes, adopts, or implements any legislation, regulation or legal decision that involves Agency Fees, then either party can ask to reopen the contract on a limited basis for negotiations on that issue. A party who wishes to reopen the contract for this purpose must notify the other within

thirty (30) days of passage or implementation of such legislation, regulation or legal decision. 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 modification of this Article.

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

## **ARTICLE 6**

### **FEDERATION OFFICER RIGHTS**

A. The University shall provide the Federation with the value of one (1) three credit course to be provided to a Federation officer, or faculty member designated by the Federation, for purposes of conducting Federation business for that academic year, including but not limited to contract administration, negotiation, grievances, and participation in the governance of its state and national affiliates.

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

## **ARTICLE 7**

### **ANTI-DISCRIMINATION**

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

## **ARTICLE 8**

### **ACADEMIC FREEDOM**

A. The University protects and fosters academic freedom for all faculty regardless of rank or term of appointment.

B. Faculty members have the right and the responsibility to determine the methods of instruction, the planning and presentation of course materials, and the fair and equitable methods of assessment of student performance and achievement, which must be consistent with the course structure and Syllabus Template provided by NVU Online and, when provided by NVU Online, the course syllabus.

C. While maintaining a respectful environment, faculty are entitled to full freedom of inquiry and the free exchange of ideas in the classroom. Toward that end, each faculty member



is responsible for upholding norms of civil discourse, standards of scholarly integrity, and aspirations of truth and justice.

D. Faculty members, as citizens, have the same freedom as other citizens. However, in written or oral statements made outside the scope of employment at NVU, they may not claim to represent the Northern Vermont University or the Vermont State Colleges without clear authorization to do so. Further, academic freedom does not relieve faculty members of any contractual agreements, such as teaching toward University-prescribed outcomes or for a specified amount of contact time.

## **ARTICLE 9** **RESIDUAL RIGHTS**

When any text material, audio/visual material, computer data or programs, or any other instructional aid including online course content is produced, created, or devised by a faculty member in the normal course of his/her instructional duties, the copyright or other residual rights shall remain the property of the faculty member, and the University shall be acknowledged in any publication, production or other use of such aids after it grants approval for acknowledgment. The copyright or other residual rights in works created by a faculty member at the request of and in exchange for payment by the University, together with the Syllabi and course structure, shall be the property of the University.

## **ARTICLE 10** **OUTSIDE EMPLOYMENT**

Provided it does not interfere with the performance of the faculty member's normal duties and responsibilities, faculty members shall not be precluded from engaging in outside employment.

"Outside employment" as used in this Article refers to work for an employer other than NVU or any other college or entity of the Vermont State Colleges.

## **ARTICLE 11** **HEALTH AND SAFETY**

No faculty member shall be required to perform any work under conditions which jeopardize their health or safety. Due to the online nature of the work, faculty have control over their work environment. Faculty Members should notify the President if conditions under the control of NVU jeopardize their health or safety.

Any faculty member who is disciplined for refusing to perform work which they allege would jeopardize their health or safety may grieve and arbitrate the disciplinary action in accordance with the Discipline Article.

## **ARTICLE 12**

### **NOTICE OF VACANCY**

Notice of full- or part-time administrative or faculty vacancies within the system shall be posted on the VSC website at least fifteen (15) days prior to the filling of such vacancy. Notice of full- or part-time staff vacancies shall be posted seven (7) days before such openings are advertised outside the Vermont State Colleges. 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 they may enjoy under the provisions of Article 19 Appointments and Article 20 Assignments.

## **ARTICLE 13**

### **PERSONNEL FILES**

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

B. Faculty members shall be notified of any material placed in their personnel file related to conduct, performance, or discipline if the faculty member does not otherwise have access to the information. Notification shall be sent to the faculty, via e-mail, within fourteen (14) days of the information being placed in their digital personnel file. The faculty member must confirm receipt of the notification by email return-receipt or by separate email acknowledgement to the Dean within seven (7) days of notification.

C. A faculty member shall have the right to grieve personnel information being maintained by the University about them, which the faculty member alleges to be factually inaccurate, except for Student Instructor Evaluations.

D. A faculty member has the right to provide relevant personnel information about themselves to NVU Online to be maintained electronically. A faculty member shall have the right to respond to any personnel document and to have such response be maintained electronically by NVU Online. Except for confidential Student Evaluation of Instructor reports, no anonymous evaluations and/or recommendations may be placed in the faculty member's personnel file.

E. No persons other than those having a legitimate institutional interest may have access to a personnel file without the written permission of the faculty member. Any written permission(s) along with the information disclosed, will be maintained in the personnel file. The personnel file shall be available for examination by the faculty member who shall be entitled to review such file upon request.

F. Faculty can access the personnel material maintained by NVU Online upon request to the Dean. The Dean shall respond to the request within five (5) business days of receipt of request.

G. The only material that the University shall use for evaluation, merit review, contract renewal, supporting disciplinary action contemplated against a faculty member, or any other personnel action shall be that contained in their personnel file.

## **ARTICLE 14** **DISCIPLINE**

The following procedure shall be utilized in faculty disciplinary matters:

### **A. Scope and Application**

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

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

- a. to permit the University 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 University, students or other faculty, or the ability of the University 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 University 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 their 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 they believe 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 their 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 their 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 they believe 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 University, the faculty member may waive in writing Step Two and proceed to the Vermont Labor Relations Board.
  - F. Once the University becomes aware of any alleged acts that may form the basis for discipline under this Article, and except for actions that may constitute a crime, it must initiate disciplinary proceedings under this Article within 180 calendar days of becoming aware of the alleged acts, with the exception of disciplinary action resulting from violations of Policy 311 or 311-A, or any revision of such policies. The time limit for such actions is two years.
  - G. All time limits in this Article may be extended by the mutual agreement of the Vermont State Colleges and the Federation.

## **ARTICLE 15**

### **GRIEVANCE PROCEDURE**

#### **A. Special Conferences**

1. Any individual faculty member or group of faculty members shall have the right to discuss any concern/complaints with the Dean or their 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 University which is the basis for the concern. The clock may be stopped during all recesses in excess of seven (7) calendar days provided the faculty member(s) or their representative notifies the University in writing. The clock shall start again at the conclusion of the recess.
2. Any adjustments resulting from a special conference shall not be inconsistent with the terms of this Agreement and shall not be considered as evidence or as precedent by any administrative agency, arbitrator or board of arbitration with respect to any grievance which may arise at that University or any other VSC institution.
3. If a matter has not been satisfactorily resolved through special conference, the concerned party(ies) may file a grievance (pursuant to Section C below).

#### **B. Definitions:**

- A. The term "grievance" shall be defined as the written complaint of a faculty member, of a group of faculty members, or of the Federation, that there has been a violation, misinterpretation, or misapplication of any term of the Agreement or the discriminatory application of a rule or regulation.
- B. Of the three parties in A. above, the one filing the grievance shall be the grievant.

#### **C. The following steps shall be followed for the processing of grievances:**

##### **Step one**

1. Within thirty (30) calendar days after the grievant could reasonably have been aware of the alleged violation, or within thirty (30) calendar days after the date of the last special conference (under Section A. above) if any, held to specifically discuss the matter being grieved, the grievant (or his/her representative) shall deliver a written and dated grievance to the President of the University or designee. The clock may be stopped during

all recesses in excess of seven (7) calendar days provided the grievant or their representative notifies the University in writing. The clock shall start again at the conclusion of the recess. The nature of the grievance, including relevant facts, the provision(s) of the Agreement alleged to have been violated, where relevant, and the adjustment or remedy sought shall be stated.

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

#### Step two

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

#### D. Grievances Arising from Actions of the Chancellor

In cases involving grievances resulting solely from directions or actions of the Chancellor, the grievance shall be filed in writing directly with the Chancellor within thirty (30) calendar days after the grievant could have reasonably been aware of the alleged violation. The clock may be stopped during all recesses in excess of seven (7) calendar days provided the grievant or his/her representative notifies the Chancellor in writing. The clock shall start again at the conclusion of the recess. Within fifteen (15) calendar days of the filing of the grievance, the Chancellor or their designee shall arrange a meeting among the grievant(s), the Federation Representative(s), and the Chancellor or their designee. Each party is also entitled to have another individual present for the sole purpose of taking notes. Within fifteen (15) calendar days after such meeting, the Chancellor or

their 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.

E. Failure to Adhere to Time Limitations:

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

F. 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 be self-represented or be represented by counsel of their own choice. If a grievant elects not to be represented by the Federation, the Federation may not intervene, provided that:

3. 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
4. The grievant shall forward to the Federation a copy of the grievance at each step; and
5. The University or the Chancellor shall promptly provide the Federation with a copy of its answer to the grievance at each step of the proceeding. The Federation shall have the right to respond in writing to the final answer (with such response, if any, included as part of the personnel record); and
6. 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
7. The disposition of any such grievance shall be without precedent or prejudice to a grievance involving a different grievant(s) or subject matter.

G. Grievance Meetings:

1. Time of all grievance meetings shall be arranged to have as little loss of working time as possible. No pay or benefits shall be lost by the grievant or witnesses called by either party for the purpose of attending grievance meetings. A witness shall be excused from



their academic and professional responsibilities and duties only at such times and on such dates as they are required to give testimony.

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

## **ARTICLE 16** **ARBITRATION**

- A. Any grievance which has not been satisfactorily adjusted under the grievance procedure may be submitted within thirty (30) calendar days of the Vermont State Colleges' final answer for settlement under the arbitration provisions of 3 VSA 926.
- B. Each party shall bear the expense of preparing and presenting its own case.
- C. If the University 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 their academic or professional responsibilities only at such times and on such dates as they are required to give testimony. No observer shall be precluded from attending VLRB arbitration hearings on their 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 Federation 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 Federation and the University.
5. Observers may only attend a private arbitration if invited by one or both of the parties.
6. The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement.
7. The decision of the Arbitrator shall be final and binding on the parties, although each side retains whatever rights it has under state or federal law to challenge the decision and award.

### **ACKNOWLEDGEMENT OF ARBITRATION**

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

## ARTICLE 17

### FACULTY EVALUATIONS

- A. It shall be the responsibility of the Dean, and the Department Chair or designee when appropriate (“Evaluator”), to evaluate the performance of faculty members, utilizing various sources of information such as Student Evaluation of Instructor forms completed by students, individual written student commentary, significant oral student complaints, review of syllabi and other teaching materials, evidence of student learning, and classroom observations. Significant oral student complaints made to the Dean will be reduced to writing by Dean and shared with the faculty member within one week of complaint.
- B. Any evaluation of teaching performance shall be measured by such areas as:
1. Knowledge of the subject matter;
  2. Effectiveness in facilitating learning by means or methods such as lecture, discussion, demonstration, laboratory exercise, practical experience, developing content and distributing learning via technology and direct consultation with students;
  3. Ability to help students think critically and creatively;
  4. Ability of the faculty member to adhere to design and organizational requirements of NVU Online and to communicate effectively their expectations and assignments evidenced in various ways including but not limited to course syllabi;
  5. Effectiveness in using the learning management system and other technologies to support learning and perform administrative tasks in compliance with NVU online course standards;
  6. Effectiveness in addressing learning objectives and assessing learning outcomes in courses; and
  7. Effectiveness in designing educational experiences to address the needs of diverse learners.
- C. Formal Evaluations
1. Faculty will be formally evaluated once during their first two years as a bargaining unit member. Formal evaluations will be conducted by the Evaluator. Faculty will be evaluated at least once every four-years thereafter.
  2. Formal evaluations will include an evaluation of the course during the semester in which the formal evaluation takes place; review of the previous Student Evaluation of Instructor reports in the faculty member’s file for the prior evaluation period; consideration of individual student feedback; any disciplinary actions; and review of any written results of course observations completed by the Evaluator. Faculty may also submit a self-evaluation, if they so choose, which will be considered during the formal evaluation.
  3. *Course Observations*. Faculty will be observed through online observation of the course by the Evaluator at least once during their formal evaluation.
    - a. In conducting course observations, the Evaluator shall give reasonable advance notice to the faculty member that they are going to be observed.

In all cases, the Evaluator shall provide observation results in writing to the faculty member at the conclusion of a formal evaluation. The faculty member shall have the right to respond to the results in writing and to have such response placed in their academic personnel file.

- b. Nothing in this article shall preclude the Dean, or designee, from observing the course at any time.
- 4. *Time lines.* Whenever a faculty member is designated for formal evaluation, the Dean will provide notice to the faculty member that they will be reviewed that semester.
- 5. At the request of the faculty or on NVU Online's own initiative, the Dean may request feedback on syllabi and other course materials of the faculty member being evaluated from appropriate faculty resources available to VSC.
- 6. Following a review of all evaluative material, the Dean will write a formal evaluation of the faculty member for inclusion in their file and shall meet with the faculty member if requested. The faculty member shall have the right to respond to the evaluation in writing and to have such response placed in their academic personnel file. Any such written response shall be made within ten (10) calendar days of receipt of the evaluation.

D. In addition to the formal evaluation procedures described in C. above, an Excellence in Teaching Award will be presented to one NVU Online faculty member annually. The honoree will be chosen by the Dean, based on nominations by students, faculty, and advisors, along with review of classroom visit reports, course evaluations, and other materials in instructors' portfolios.

This award will be presented at the Annual Faculty/Staff Recognition Event, the Honors Convocation or a similar event. The faculty member will receive an honorarium of \$250.

## **ARTICLE 18**

### **WORKLOAD**

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

1. Utilizing the complete course description for each course to be taught and, if available, the course learning objectives, develop the assignments and assessments and populate the materials into the designated Learning Management System prior to the beginning of the course.
2. Submit required orders for textbooks and/or other course materials to the NVU Online Bookstore or science lab administrator in compliance with stated deadlines. Respond to follow up inquiries regarding such orders in a timely way.
3. Participate in the Fundamentals of Instructional Technology (“FIT”) orientation prior to teaching a first semester at NVU Online and thereafter as deemed necessary by the Dean for updates to the LMS and/or instructional best practices.
4. Coordinate class participation in compliance with NVU Online expectations to meet Credit Hours.
5. Submit attendance records as specified by NVU Online.
6. Provide final evaluations and grades for all students on the class roster no later than forty-eight hours after the final day of class, in accordance with the NVU Online grading scale.
7. Create an online gradebook in the learning management system that provides assignment grades and an up-to-date course grade for all students.
8. Comply with all University rules, regulations, policies, and directives.
9. Perform such other responsibilities and services as may be appropriate to the responsible completion of the foregoing duties, including completion of required VSC training modules.

B. The parties agree that the University shall provide FIT orientation for new faculty members and on demand for existing faculty members. The Federation shall be afforded the opportunity to create a module for the orientation to explain membership and financial matters, Federation officer and contact information and other pertinent information.

**ARTICLE 19**  
**APPOINTMENTS**

- A. All faculty appointments and assignments will be made by the Dean or designee. All appointments shall be made on a semester basis and will include assignments for that given semester as provided in Article 20, Assignments. No appointments shall create any right, interest or expectancy in any further appointments beyond its specific term, except as otherwise provided in this Article.
- B. Faculty who receive an appointment and assignment for a given semester or summer session shall be notified in writing electronically, whenever possible, no later than forty-five (45) days prior to the start of a teaching assignment. The faculty member must indicate acceptance of the appointment within seven (7) days after the notification. Failure to provide such acceptance within seven (7) days will allow the University to rescind the appointment.
- C. The forty-five (45) day notification as addressed in section B above shall be waived if:
  - 1. new courses and additional sections of particular course(s) become necessary;
  - 2. the University has a need to appoint a faculty member to a course in a situation that was unanticipated.
- D. In any case where the need to appoint a faculty member to teach a course arises within two weeks of the start of classes, the faculty member to whom the course is offered must indicate acceptance of the offer within 48 hours of NVU Online's offer (which shall include by email and leaving voice mail messages) or else NVU Online shall be free to offer the course to another faculty member or administrator. If the need arises within three days of the start of classes, the faculty member must indicate acceptance within 24 hours of NVU Online's offer.
- E. The University may decline to offer further appointments to a faculty member due to unsatisfactory teaching performance or misconduct. If the faculty member has taught nine or more credits for NVU Online in the last three academic years, the faculty member will receive the reasons for non-reappointment in writing.
  - 1. A faculty member who receives such a notice of non-reappointment based upon unsatisfactory teaching performance may file a grievance claiming that such action has violated the Anti-Discrimination Article, Academic Freedom Article or that the action taken was arbitrary or capricious. A non-reappointment based on unsatisfactory teaching performance may be based on one semester's experience if the teaching performance, evaluations or other factors demonstrate a substantial risk to academic integrity. A non-reappointment may also be based on multiple semesters of less severe but unremedied unsatisfactory teaching performance. Faculty will be notified no later than 45 days after the end of the semester, in writing, if the administration considers a faculty member's teaching unsatisfactory.
  - 2. A non-reappointment based upon misconduct as opposed to teaching performance may be grieved under the standard of just cause.

3. Failure to receive an assignment shall not be considered a non-reappointment.

- F. Faculty members will leave the bargaining unit (1) when notified of non-reappointment or discharge by the University or (2) following any complete Summer semester to Spring semester period in which they have not taught at least three credits. The conclusion of the Spring term will be considered the exit date (e.g., if someone teaches in the Summer of 2021, they stay in the unit until the conclusion of the Spring, 2023 semester, even if they have not taught three credits during that period). If, after leaving the bargaining unit for a total period of time not to exceed one additional year, they are rehired as a faculty member, they will requalify for the unit upon teaching their first course, otherwise they will have to re-qualify for unit membership.
- G. All assignments and appointments shall be at the University's sole discretion, subject to other provisions in this Agreement. The University shall determine the number of assignments and the particular assignment(s) that will be offered to any faculty member. No unit member may be assigned nor shall they contract for more than 11 credits per semester. If at any point in time during the semester the instructor exceeds these credit limits, they are required to report that immediately to the Dean. Failure to do so will result in loss of eligibility to teach future NVU Online courses. No appointment shall create any right, interest or expectancy in any further appointments beyond its specific term, except as otherwise provided in this Article. Former bargaining unit members who re-enter the bargaining unit will be placed in the Pay Grade appropriate to the total online credits they taught in the VSC and, to the extent any benefits are based upon credits taught in the VSC, they will receive benefits based upon the total online credits taught in the VSC.

Seniority Bridging. For purposes of seniority under this Article, a bargaining unit member who temporarily leaves the unit for an additional one year or less will have all seniority restored immediately beginning their first teaching assignment.

- H. Faculty members may resign from the bargaining unit if they no longer intend to be available for assignment of courses. In that event, NVU Online and VSC may remove that individual from the unit information required to be provided to the Federation upon receipt of written confirmation of the resignation.
- I. Except in the case of a personal or family medical emergency or catastrophic event, if an assigned faculty member withdraws from teaching one or more courses less than thirty (30) days prior to the beginning of the semester, they shall be ineligible for consideration for a teaching assignment for the subsequent semester. NVU's decision to waive this provision is not grievable.

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

**ARTICLE 20**  
**ASSIGNMENTS**

- A. Effective for the next full academic year, NVU will offer unit members with at least 60 online teaching credits as defined in D. below at least two 3- or 4-credit courses for each academic year to which they are appointed, provided that:
1. There is an available course being offered for which the faculty:
    - a. has the credentials and qualifications (including sub-specialties and areas of particular expertise) and teaching experience; and
    - b. is interested and available.
  2. The University shall decide in its sole discretion which course the faculty member will be assigned when there is more than one course being offered for which the faculty is qualified and available.
- B. In the case of all other assignments, NVU shall consider the following factors in order when deciding whether a faculty member will receive an available assignment: (1) the credentials and qualifications (including sub-specialties and areas of particular expertise); (2) the teaching experience of both current and other available faculty members from within and outside NVU; (3) evaluations and work performance of faculty, pursuant to the Faculty Evaluations Article within this Agreement; (4) the need to increase the number of faculty available to teach in a particular discipline or schedule if there are only one or two faculty available to teach in that discipline or schedule; and (5) seniority as defined in section D of this Article. Seniority is the tie-breaker, if everything else is equal. Such decisions shall not be made arbitrarily or capriciously.
- C. While full time professional staff members, coordinators, other administrators and non-bargaining unit faculty will not receive preference for course assignments, nothing shall preclude the University from assigning courses to such individuals in accordance with section B of this Article.
- D. The term “seniority” as used in this Article shall be based upon the number of NVU Online (or its predecessors known as JSC Online and EDP) credit hours taught by unit members, together with equivalent experience for online credits taught in the VSC system, provided the Faculty demonstrates the credit hours experience is online. After a seniority list is developed, any faculty member may grieve any factual errors in the list.
- E. The University retains the sole right to decide whether or not a course is offered, and once offered, whether it has sufficient enrollment to run. The University may decide at any time not to offer or not to run a particular course.
1. In order to provide students adequate time to replace cancelled classes in their schedules, course enrollments are evaluated 1-2 weeks prior to the first day of NVU Online courses for the semester. This may include accelerated courses



scheduled for the second half of the term since students' options would be significantly limited if the decision to cancel were made mid-term.

2. Instructors scheduled to teach a class with 7 or fewer students may be offered the option of teaching the course as a small group study using the small group study pay rates in Article 21 of this Agreement. After offering the small group study, if enough students are subsequently added before the end of the Add Drop period to achieve the minimum enrollment for a course, Faculty will receive an updated contract and full course pay.
  3. Faculty shall receive a cancellation payment of 7.5% of the amount that was to be paid for a course in the event that the assignment is retracted within 15 days prior to the first class meeting, provided that the University has not offered the Faculty the option of a small group study. If Faculty have been offered a small group study valued at \$900 or above in lieu of the full course, or if the Faculty receive a replacement appointment of comparable value to the original course assignment, there is no cancellation fee.
  4. Faculty shall receive a cancellation payment of 15% of the amount that was to be paid for a course, plus a proportional amount for all class meetings held, in the event that the assignment is retracted after a first-class meeting.
- F. In planning appointments and assignments for the forthcoming semesters, NVU Online shall make available the course rotation schedule by posting it on the portal. The NVU Online course rotation lists courses offered by the division each semester over the course of a two-year cycle.

Faculty shall use the process provided by NVU Online to express their availability to teach in the upcoming semesters and the number of credits Faculty is willing to teach. There will be established a Labor-Management committee of two individuals from the Federation and two individuals from VSC to develop a process that is mutually agreeable prior to the scheduling of the Spring 2022 semester.

**ARTICLE 21**  
**FACULTY PAY**

- A. For the Academic Years ending in 2022, 2023, and 2024, Faculty will be paid according to the following schedule, unless the Faculty qualifies for Legacy payment as defined herein in Section H:

NVU Online Faculty Pay Rates	Pay Grade ONE  <u>Online</u> teaching experience of less than 60 credits, as described in Section G	Pay Grade TWO  <u>Online</u> teaching experience of 60-119 credits, as described in Section G	Pay Grade THREE  <u>Online</u> teaching experience of 120 or more credits, as described in Section G
Per Credit Academic Year 2022	\$1000	\$1170	\$1330
Per Credit Academic Year 2023	\$1035	\$1205	\$1365
Per Credit Academic Year 2024	\$1065	\$1235	\$1395

- B. Those Faculty at Pay Grade Three with a doctorate or other terminal degree in the field in which they are teaching shall be entitled to an additional \$50 per credit hour in addition to the rates listed above.

- C. For internships, the pay rate is as follows.

	Pass/Fail	Grade
1-2 credits	\$140	\$170
3-5 credits	\$225	\$280
6+ credits	\$390	\$420

- D. In addition, Faculty are paid as follows:

- i. Small group study: \$150/student per credit hour
- ii. Independent Study: \$30/hr up to 15 hours
- iii. Overload: \$125/student over maximum enrollment

- E. Faculty have responsibility to provide the Dean with documentation supporting their academic credentials and years of online teaching experience.

- F. Contracts for small group studies will not be issued until the add deadline is reached in order to ensure that the instructor is compensated for all students in the course. Instructors who have accepted the option will still receive a standard contract if their course has 8 or more students or a small group study contract if there are 7 or fewer students.
- G. For the purposes of determination of eligibility for pay grade position, Faculty shall be assigned a pay grade based on the number of credits taught at NVU Online or its predecessors. In addition, equivalent experience for credits taught at accredited institutions of higher education including the Vermont State Colleges system may be considered in initial pay grade placement, provided the Faculty demonstrates the experience is online.
- H. Any Faculty who has been compensated during the Academic Year ending 2021 at a rate greater than that set forth in A. above shall continue to receive the previously higher rate for any subsequent appointments, which shall be known as that Faculty's Legacy Rate. The Legacy Rate for that Faculty shall not increase until Pay Grade Three increases beyond the Legacy Rate; thereafter, the Faculty shall be compensated at Pay Grade Three rates.

The Faculty shall no longer be eligible for the Legacy Rate if the Faculty leaves the unit for a period exceeding one additional year, even if they subsequently requalify for the bargaining unit.

**ARTICLE 22**  
**RETIREMENT; PROFESSIONAL DEVELOPMENT**

A. Retirement contributions

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

B. Professional Development

1. The University provides resources online and on-demand for faculty to use for professional development.
2. The University shall fund a Faculty Professional Development Fund in the amount of \$3,000 annually for the term of this contract (but not automatic renewals). These funds shall be transferred to the Federation at the beginning of the Academic Year and used to reimburse relevant course tuition for graduate level courses taken outside of the VSC system, professional meetings, other relevant professional development projects, and related travel. All funds not used by the end of the Academic Year shall be carried over into the subsequent year. Thirty days after the conclusion of the Academic Year, the Federation shall provide a statement of the Faculty Professional Development Fund, listing the amounts awarded; to whom the amounts were dispersed; and the purposes for which the funds were used.
3. The University may require participation in specific trainings such as the FIT course and other VSC-required trainings.

**ARTICLE 23**  
**MILEAGE REIMBURSEMENT**

- A. If the University requires faculty members to attend a University-sponsored meeting or event during the academic year, the University shall document its approval for the

expense prior to the travel and provide travel reimbursement at the applicable rate per mile. This shall not include commuting travel between a faculty member's home and the center(s) where they teach.

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

## **ARTICLE 24** **JURY DUTY**

A faculty member who is required to serve on a jury, or is required to report to court in person in response to a jury duty summons, or is required to report for jury examination, or to qualify for jury duty, shall make reasonable efforts to make up missed class(es) online. Faculty members will be paid their regular salary while performing jury duty provided that they do not request or receive payment for their jury service. If they do receive payment for their service from the court, NVU shall pay faculty members the difference between their regular salary and any jury service payment. Faculty members must provide evidence of their service and any payment received from the court, if so requested.

## **ARTICLE 25** **LEAVES OF ABSENCE**

A. Where there has been a death of a faculty member's immediate family, the Dean shall arrange for an alternate schedule to provide leave of up to three days for immediate family and up to five days for a spouse, partner in a civil union, parent, or child, without loss of pay.

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

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

#### D. Sick Leave

In any case where extended illness or disability prohibits a faculty member from completing their semester assignments(s), they shall continue to be paid for the rest of the semester provided:

1. they have completed 60% of the semester's scheduled class.
2. they submit a medical doctor's certificate verifying the faculty member will be unable to complete the semester due to illness or disability.

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

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

If leave is granted under these circumstances, the faculty member, upon return, will receive pay retroactively for the period during which they were out on sick leave.

### **ARTICLE 26** **FACILITIES**

A. Faculty, their spouse or partner in a civil union, and dependent children shall have free use of the University's athletic/recreational facilities, provided such use does not interfere with the educational mission of the University, and that the facilities are utilized on nonworking time and in accordance with the rules, regulations and schedules established by the University.

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

### **ARTICLE 27** **TUITION WAIVER/DISCOUNTS**

A. Faculty members who have taught for five (5) semesters or more and who are currently in active service may receive a tuition waiver of 100% tuition for up to two (2) courses per academic year at the unit Colleges.

The term “academic year” as used in this Article shall refer to the Fall and Spring semesters only. The tuition waiver can only be used at bargaining unit colleges. The tuition waiver cannot be used at the Castleton Center for Schools.

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

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

## **ARTICLE 28**

### **E-MAIL & NOTICES**

A. VSC shall provide faculty with an VSC email address which must be used for all communications and University work.

B. Unless otherwise specified, notices and communications which are required to be “in writing” may be sent by email to the Faculty member’s work email address. Sensitive material should be sent by the VSC’s securely encrypted file transfer service (currently ZendTo).

C. Faculty are responsible for notifying the Dean of any changes in name, legal address, and other contact information.

## **ARTICLE 29**

### **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 in accordance with the Agreement between Vermont State Colleges and Vermont State Colleges Faculty Federation, United Professions AFT Vermont, Local 3180, AFL-CIO for September 1, 2018 – August 31, 2022, as subsequently amended (“Full-Time Faculty Agreement”).

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 in the manner described in Article 19 of the Full-Time Faculty Agreement.

D. It is understood that this Article shall only be in effect once the Full-Time Faculty Agreement is modified to allow unit members to become members of the Faculty Assembly. The Vermont State Colleges must receive written confirmation of such actions in order for this Article to become effective.

### **ARTICLE 30** **SEPARABILITY**

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

### **ARTICLE 31** **NO STRIKE OR LOCKOUT**

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. NVU and the Vermont State Colleges agree that there shall be no lock-out during the term of this Agreement.



**ARTICLE 32**  
**EFFECT OF AGREEMENT**

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


B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not excluded by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and the opportunity are set forth in this Agreement. Therefore, the Vermont State Colleges and the Federation, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement except as provided in Article 30, 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 33**  
**DURATION AND RENEWAL**

This Agreement shall continue in full force and effect until midnight, August 31, 2024, and shall automatically renew each year unless either party notifies the other, in writing, of its desire to negotiate one or more articles at least one-hundred twenty (120) days prior to the expiration date. Once such notice has been given, this Agreement shall continue in force until agreement on a successor contract has been reached and ratified by the parties.

In witness whereof the Vermont State Colleges has caused this instrument to be signed and sealed by its duly authorized representatives and the Vermont State Colleges Faculty Federation, NVU Online Unit has caused this instrument to be executed by its duly authorized representative(s), as signified below:

FOR THE VERMONT STATE COLLEGES

  
\_\_\_\_\_  
Sophie Zdatny, Chancellor

9/20/21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Eileen "Lynn" Dickinson, Chair of the Board of Trustees

9-20-21  
\_\_\_\_\_  
Date

FOR THE FACULTY FEDERATION, NVU Online Unit

  
\_\_\_\_\_  
Nancy Thompson, Co-Chair

10/20/21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Valerie Welter, Co-Chair

10/26/21  
\_\_\_\_\_  
Date