

SIDE LETTER OF AGREEMENT
Between the Vermont State Colleges and
The Vermont State Colleges Part-Time Faculty Federation
Local 3180,
United Professions of Vermont – AFT

The Vermont State Colleges (“Colleges”) and the Vermont State Colleges Part-Time Faculty Federation (“Faculty Federation”) hereby enter into this Side Letter of Agreement to address certain provisions of the September 1, 2021 – August 31, 2023 Agreement (“Agreement”) as follows:

1. The Agreement shall be extended to expire on August 31, 2024.
2. Article 21 is struck and will be replaced with the following:
 - A. Faculty members shall be paid bi-weekly during the period of employment.
 - B. At the beginning of each semester effective August 1, 2023, Faculty members shall be paid in accordance with the regularly scheduled pay cycle of the VSC.
 1. Effective September 1, 2023, part-time faculty members will be compensated at the following rates:

Pay grade 1:	\$1,503 per credit
Pay grade 2:	\$1,641 per credit
Pay grade 3:	\$1,788 per credit
Pay grade 4:	\$1,931 per credit
Pay grade 5:	\$2,070 per credit

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

- C. It is provided, however, that any part-time faculty who has been compensated at a rate greater than that set forth in B. above shall continue to receive the previously higher rate for any subsequent appointments.
 - D. Effective August 21, 2023 faculty who conduct independent studies shall be compensated at the rate of \$35 per hour per student for instructional services on behalf of students up to a maximum of fifteen (15) hours per student. Faculty will also accrue 0.25 credits of load and service time per student for independent studies. Independent studies are designed to provide degree students with the opportunity to work individually with a faculty member in a subject area, or on a project, that is normally not available through regular course work.
 - E. In special circumstances, faculty may be offered a Tutorial, which is a section of a course in the curriculum enrolled with fewer than ten students. Compensation will be 10% of

the faculty's pay rate for each student enrolled. If additional enrollment (10 or more) is added by the Add-Drop Period, the course will revert to full compensation.

The faculty will receive service time equivalent to the number of credits the students receive for taking the course. Faculty may reject the offer of a tutorial without penalty.

- F. Faculty may be offered an internship to fulfill the student's degree requirements. In these special circumstances faculty will be compensated at 20% of one credit of the faculty's pay rate for each student enrolled.
- G. Part-time faculty shall be allotted credit for a given course taught or semester performed which is equal to the number of academic credits or workload credits allotted to a fulltime faculty member for the same course or similar work.
- H. Any part-time faculty member who is in pay grades 1, 2, 3 or 4 and who has a doctorate or other terminal degree in the field in which they are teaching will be placed one pay grade higher. Any part-time faculty member at pay grade five who has a doctorate or other terminal degree in the field in which they are teaching will be given an additional \$100.00 per credit hour.
- I. It is further provided that the University in its discretion may request the services of a faculty member to perform specific functions beyond those referenced in the Workload Article. In such situations, the Dean or Department Chair will determine the necessity for such work, expected outcomes and overall compensation. Compensation shall either be at a flat rate stipend or, if an hourly assignment, \$30 per hour.
- J. Applied Music and Performance Lessons. Effective August 21, 2023, faculty who provide individual music or performance lessons shall be compensated for thirteen weeks at the rate of \$50 per hour.
- K. It is understood that in situations as noted below the University 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 University does not do so on a regular basis. If the University 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 their designee will negotiate what accommodations, if any, might be made to best meet the needs of the students.

Compensation for students beyond the agreed to limits ("limits" being defined as class maximum plus 15% or 4 more students) will be at the rate of 20% of the faculty's normal compensation.

The parties agree that Article 21 (Salary and Rates of Pay) is not subject to change before September 1, 2024.

This Side Letter of Agreement is agreed to without prejudice or precedent to the parties.

Signature Jonathan D. Kaplan Dated: 12 December 2023
Jonathan Kaplan, PT Faculty Federation Representative

Signature: SE Zdatny Dated: December 13, 2023
Sophie Zdatny, Chancellor, Vermont State Colleges

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

and the

VERMONT STATE COLLEGES

SEPTEMBER 1, 2021 to
AUGUST 31, 2023

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ARTICLE 1

RECOGNITION

- A. The Vermont State Colleges recognizes the Federation as the exclusive bargaining agent for part-time teaching faculty employed by the Colleges, but excluding the College presidents, deans, business managers, division chairpersons, academic division directors, and all non-faculty employees, in accordance with the unit certification issued by the Vermont State Employees Labor Relations Board on June 4, 1991: 1) employed for at least three semesters, or who currently are in their third teaching semester, 2) teach at least six credit hours per academic year, 3) notwithstanding the first two requirements, adjuncts who have not taught during one academic year, past or present, are included in the bargaining unit provided they otherwise teach at least six credit hours per academic year and have been employed for at least three semesters, or who are currently in their third teaching semester, and 4) are not otherwise employed by the Colleges in a full-time position as a manager or administrator.
- 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 2

DEFINITIONS

- Board: The term "Board" refers to the Board of Trustees of the Vermont State Colleges.
- Chancellor: The "Chancellor" is the chief executive officer of the corporation known as the Vermont State Colleges.
- College/University: The term "a College" in the singular refers to one of the member institutions of the Vermont State Colleges and "the Colleges" in the plural refers to all of the member institutions, provided however, that any provision that includes Community College of Vermont shall so specify.
- Email and Notices: Written communications from the College will be sent to the Faculty's VSC email address. 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).

Faculty Member:	The term “faculty member” as used in this <u>Agreement</u> 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 <u>Agreement</u> shall refer to the Vermont State Colleges Faculty Federation, Local 3180, American Federation of Teachers, Vermont Federation of Teachers, AFL-CIO.
Federation Representative:	The term "Federation Representative" refers to any person who has been officially so designated in writing by the President of the Federation to the President of a College and to the Chancellor.
President:	The term "President" refers to the chief executive officer of a College duly appointed and authorized by the Board of Trustees or a person authorized to act in that capacity.
Spouse:	The term “spouse” as used in this <u>Agreement</u> shall refer to a faculty member’s legal spouse or a faculty member’s partner in a civil union under Vermont law.
Vermont State Colleges:	The term "Vermont State Colleges" refers collectively to the Board of Trustees, the Chancellor and all of the teaching institutions including but not limited to the Colleges.

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

3. The right to determine the means, methods, budgetary and financial procedures, and personnel by which the Colleges' operations are to be conducted;
 4. The right to take such actions as may be necessary to carry out the mission of the Vermont State Colleges in case of emergencies, provided that the Federation is notified in writing of the emergency and action as soon as possible; and
 5. The right to make rules, regulations, and policies not inconsistent with the provisions of this Agreement.
- B. The application of such management rights in alleged violation of the provisions of this Agreement shall be subject to the provisions of Articles 12 and 13 (Grievance and Arbitration).
- C. Nothing in this Agreement shall be construed to limit the right of administrative personnel to perform instructional duties, or to subcontract, provided that the exercise of any of the rights set forth in this section shall not result in the layoff of any employee covered by this Agreement.
- D. No such management right or responsibility set forth or referred to in this Article shall be enacted, applied, or implemented in a manner which is arbitrary or capricious or in contravention of the Agreement.
- E. Except as otherwise provided in Article 15.B.3, the following language shall be implemented as of January 1, 2012:

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

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 contract issued to faculty members.

B. Bulletin Boards

1. Each College/University shall designate suitable space at which a bulletin board may be erected for Federation purposes at Federation cost, or shall designate reasonable space on existing bulletin boards for use by the Federation. In addition, the System Office will maintain an electronic bulletin board for Federation use.
2. Postings on all such bulletin boards shall be made by, or at the direction of, a Federation Chapter Chair at each campus, who shall furnish copies of all postings to a designated College/University official for College/University records. All such postings shall clearly indicate sponsorship by the Federation.
3. The use of the bulletin board shall be restricted to activities of the Federation for the following purposes only:
 - a. notice of recreational, educational and social activities;
 - b. notice of election of officers and representatives and results;
 - c. notice of Federation meetings and activities of the Federation, its affiliates or parent bodies, other than union campaign materials.
4. The campus Chapter Chair or designee shall be primarily responsible for 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/University 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 and e-mail to correspond with faculty provided, however, that such use does not overburden such facilities.

D. Federation Meetings

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

E. Use of Facilities

Federation Representatives may use the College's typewriters, computers, duplicating equipment and calculators when they are not otherwise in use, under reasonable guidelines set forth by the designated administrator, provided the Federation shall pay

monthly to the College the normal and usual charge, if any, then prevailing for such use. Use may be terminated if use charges are not paid within thirty (30) days. The Federation may install its own telephone service at each College; such approval shall not be unreasonably withheld. The Federation shall be billed directly for such service and installation charge by the telephone company.

G. Right to Information

Upon receipt of a written request from the Federation, the 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 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 College/University will send the Federation President an electronic list of all Bargaining Unit members that includes the following data:

- A. Name
- B. Mailing Address
- C. Total number of credit hours taught for the VSC
- D. New Bargaining Unit members will be designated as such

The Fall semester list will include all personal contact information including email, phone numbers and mailing address, to the extent VSC is in possession of such information, in accordance with Vermont law.

ARTICLE 5
DUES

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

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

- C. 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.
- 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

ACADEMIC FREEDOM

- A. The Vermont State Colleges shall continue its policy of maintaining and encouraging full freedom of inquiry, teaching and research. Such academic freedom shall encompass the unconditional freedom of discussion of any material relevant to any course which a faculty member has been assigned to teach and, to this end, there shall be no unreasonable restrictions upon instructional methods.
- B. In a faculty member's role as a citizen, they shall continue to have the same freedom as other citizens, provided that in their extramural utterances they 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 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, gender expression, ethnicity, religion, national origin, citizenship, union activity, political activity, sexual orientation, or membership or non-membership in the Federation.

ARTICLE 8
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 9
OUTSIDE EMPLOYMENT

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

ARTICLE 10
HEALTH AND SAFETY

- A. No faculty member shall be required to perform any work under conditions which jeopardize their health or safety. Any part-time faculty member who has knowledge of such condition(s) shall report such condition(s) in writing to the President or their designee and to the chapter chairperson or their designee prior to the filing of a grievance.
- B. Once monthly, and in the event of an emergency, the College shall make its safety records available for examination. Said College shall give reasonable notice, conspicuously posted, as to when such records will be available. The chapter chairperson shall receive a copy of such notice.
- C. Any grievance alleging a violation of this Article may be processed through the final steps of the grievance procedure, but may not be processed to arbitration, provided, however, that any part-time faculty member who is disciplined for refusing to perform work which they allege would jeopardize their health or safety may grieve and arbitrate the disciplinary action in accordance with the discipline Article.
- D. Part-time faculty shall participate in safety information and training programs in accordance with the requirements of the College and the Vermont Occupational Safety and Health Administration's "Safety and Health Standards for General Industry." Such training sessions shall normally be held during the week before instruction begins for a given semester and shall also be offered on the first day of the semester prior to the start of classes. Part-time faculty must participate in such programs but may attend either the

program on the first day of the semester or the one offered the week before. Faculty members attending such programs shall be paid \$25 per hour for time spent at the program.

ARTICLE 11

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. Part-time faculty members who meet the minimum qualifications for a full-time faculty position vacancy will be given an initial interview with the search committee upon formal application for the position. However, the failure to fill the vacancy with a bargaining unit member shall not be subject to grievance and/or arbitration. This Article shall not operate to deprive any bargaining unit member of any rights which they may enjoy under the provisions of Article 18, Semester Appointments and Assignments.

ARTICLE 12

GRIEVANCE PROCEDURE

A. Special Conferences

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

B. Definitions:

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

- C. Of the three parties in B. above, the one filing the grievance shall be the grievant.
- D. The following steps shall be followed for the processing of grievances:

Step one

1. Within thirty (30) calendar days after the grievant could reasonably have been aware of the alleged violation, or within thirty (30) calendar days after the date of the last special conference (under Section A. above) if any, held to specifically discuss the matter being grieved, the grievant (or their representative) shall hand deliver a written and dated grievance to the President of the College or their designee. If hand delivery is not possible, the grievance shall be sent certified mail, return receipt requested. The clock may be stopped during all recesses in excess of seven (7) calendar days provided the grievant or their representative notifies the College in writing. The clock shall start again at the conclusion of the recess. The nature of the grievance, including relevant facts, the provision(s) of the Agreement alleged to have been violated, where relevant, and the adjustment or remedy sought shall be stated.
2. The President of the College or their 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 their designee, except as noted in G. and H. below. Each party is also entitled to have another person present for the sole purpose of taking notes. Within fifteen (15) calendar days of such meeting, a written answer to the grievance shall be forwarded by the President of the College or 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, except as noted in G. and H. 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 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.

E. Grievances Arising from Actions of the Chancellor

In cases involving grievances resulting solely from directions or actions of the Chancellor, the grievance shall be filed in writing directly with the Chancellor within thirty (30) calendar days after the grievant could have reasonably been aware of the alleged violation. The clock may be stopped during all recesses in excess of seven (7) calendar days provided the grievant or their 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.

F. Failure to Adhere to Time Limitations:

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

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

1. The grievant notifies the Federation in advance of any formal grievance under D. and E. above and of the time and place of such meeting; and
2. The grievant shall forward to the Federation a copy of the grievance at each step; and
3. The College or the Chancellor shall promptly provide the Federation with a copy of its answer to the grievance at each step of the proceeding. The Federation shall have the right to respond in writing to the final answer (with such response, if any, included as part of the personnel record); and

4. No disposition of any such grievance at any such meeting shall contravene, violate, or be inconsistent with any provision of this Agreement, applicable law, or applicable arbitration award; and
5. The disposition of any such grievance shall be without precedent or prejudice to a grievance involving a different grievant(s) or subject matter.

H. Grievance Meetings:

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

ARTICLE 13
ARBITRATION

- A. Any grievance which has not been satisfactorily adjusted under the grievance procedure may be submitted within thirty (30) calendar days of the Vermont State Colleges' final answer for settlement under the arbitration provisions of 3 VSA 926.
- B. Each party shall bear the expense of preparing and presenting its own case.
- C. If the Vermont State Colleges or the Federation challenges the Vermont Labor Relations Board's finding regarding arbitrability or non-arbitrability, it may, within thirty (30) calendar days after receipt of the award, file suit in a court of competent jurisdiction to seek a judicial determination of the arbitrability of the subject matter.
- D. Unless otherwise mutually agreed, each arbitration hearing shall deal with not more than one grievance.
- E. No pay or benefits shall be lost by the grievant or a reasonable number of witnesses called by either party or called under subpoena for the purpose of attending arbitration hearings. A witness shall be excused from 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 arbitration hearings on their own time.

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

ARTICLE 15

FACULTY EVALUATIONS

- A. It shall be the responsibility of the Department Chair and Dean to evaluate the performance of part-time faculty members, utilizing various sources of information such as student evaluations, individual written student commentary, significant oral student complaints, review of syllabi and other teaching materials, evidence of student learning and classroom observations. Significant oral student complaints made to the Dean or Department Chair will be reduced to writing and shared with the faculty member.
- B. Any evaluation of teaching performance shall be measured by such areas as:
 - 1. Knowledge of the subject matter;
 - 2. Effectiveness in facilitating learning by means or methods such as lecture, discussion, demonstration, laboratory exercise, practical experience, distributing learning via technology and direct consultation with students;
 - 3. Ability to help students think critically and creatively;
 - 4. The ability of the faculty member to organize effectively their courses and to effectively communicate their expectations and assignments evidenced in various ways including but not limited to course syllabi;

5. Effectiveness in defining learning objectives and assessing learning outcomes in courses; and
6. Effectiveness in designing educational experiences to address the needs of diverse learners.

C. Student Evaluations

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

1. The same student evaluation form utilized for full-time faculty evaluations will be utilized for part-time faculty.
2. The College will retain in the faculty member's personnel file, or other designated location, the student evaluations from the most recent four (4) years of teaching (not including internships, independent studies and music/performance lessons) taught as a bargaining unit member. In addition the College will also retain student evaluations from any summer session teaching during this four-year period. Faculty have the right to request two additional years of student evaluations for their peer review, at their discretion.
3. Faculty shall have access to their student evaluations.

D. Classroom Observations

1. Except for formal evaluations described below, classroom observations shall not be required every semester in which a part-time faculty member teaches. However, the Dean will notify the Department Chairpersons each semester which faculty members in their departments the Dean has designated for classroom observation. However, in their discretion, the Department Chairperson, or designee, may also observe a class or classes of any part-time faculty member whenever there is a concern about performance.
2. A faculty member may also request that a classroom observation take place.
3. In all cases, the Department Chair or their designee shall meet with the part time faculty member after the observation and within 15 working days of the observation and will forward a written report on the observed class to the Dean and, if the report is not written by the Department Chair, the Department Chair. This written report will be placed in the faculty member's personnel file no later than 30 days following the meeting to discuss the classroom observation. The faculty member shall be free to add a written rebuttal to the file.

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

E. Formal Evaluations

1. Any formal evaluations will be conducted by the Dean or their designee. Selections regarding who will be evaluated will be made at this Dean's/designee's discretion. However, at least once every four years, each part-time faculty member shall be formally reviewed under this section. If a person has retired from the full-time bargaining unit, and begins teaching part-time, they will be evaluated in the fourth (4th) year as a part-time bargaining unit member on their part-time work only.
2. Formal evaluations involve classroom observation(s) during the semester in which the review takes place; review of all student evaluations in the faculty member's file; peer review committee reports; review of any written reports of classroom observations completed by Department Chairpersons, or designees, or the Dean, or designees; review of any other written material in the faculty member's personnel file, including any reports from the Department Chairperson; and a review of the faculty member's evaluation portfolio which will be assembled by the faculty member in conformance with the provisions below.
3. *Time lines.* Whenever a faculty member is designated for formal evaluation, the Dean or Department Chair will provide notice to the faculty member no later than thirty (30) days before the start of the semester in which the faculty member is to be reviewed. In the event a class is cancelled between giving notice and the start of the semester, the Dean, in their discretion, may designate another faculty member for evaluation.
4. *Evaluation Portfolio.* After notice of formal evaluation is received, the faculty member will assemble an evaluation portfolio which will include, at a minimum, a reflective narrative of approximately 500 words on their teaching; the four most recent course syllabi; and two recent exams, formal assignments or tests. The faculty member will complete an evaluation portfolio no later than November 1 for the Fall and March 15 for the Spring. The evaluation portfolio will be sent to the Dean's office which, in turn, will send it to the Peer Review Committee (PRC) established under subsection 5. below. Copies of the PRC evaluations will be given to Department Chairs.
5. At the beginning of each academic year, a PRC will be established on each campus. It will consist of three individuals, one appointed by the President or their designee and two part-time faculty members, appointed by the Federation Chapter Chair, each of whom must have a minimum of three (3) years of active full-time or part-time teaching experience.

The Dean will notify the PRC by October 1 in the Fall and February 15 in the Spring as to which faculty members, up to eight (8) unless the PRC agrees to more, will be formally reviewed that semester. The PRC will complete all evaluations in the semester assigned. Completion includes providing the Dean with a written summary report of its findings and recommendations regarding appointment, non-reappointment and/or areas for improvement. A copy will be sent to the faculty member within ten days of completion and also placed in the faculty member's file, and they are free to respond to the report within ten (10) days of receipt of the report.

Any part-time faculty member serving on a PRC shall receive \$400 for each semester in which they serve on the committee for evaluating up to four part-time faculty members in any semester. The additional payment of \$100 per evaluation will be provided to Committee members if more than four part-time faculty members are evaluated in a semester. The PRC is not obligated to evaluate more than eight (8) faculty members in any one semester although it may do so at its discretion.

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

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

6. The Dean may also request feedback from full- or part-time faculty teaching the same course as the faculty member being evaluated or from full- or part-time faculty teaching higher level courses for which the courses taught by the faculty member being evaluated are prerequisites.
7. The Dean shall review the faculty member's evaluation portfolio; all student evaluations in the faculty member's file; any written reports of classes observed by the Department Chair, or their designee or the Dean or their designee; the PRC findings and recommendations and any other written material in the faculty member's personnel file, including any reports from the Department Chairperson. Following a review of all evaluative material, the Dean or designee will write a formal evaluation of the faculty member for inclusion in their file. The faculty member shall be free to add a written response to the file. At the request of the

faculty member, the Dean shall meet with the faculty member under review following the completion of the formal evaluation.

- F. While a non-reappointment based on performance may follow such a formal evaluation, it is understood that a decision not to appoint a faculty member to a subsequent semester may occur after any semester and not solely following semesters in which classroom observations and/or formal evaluations have taken place. Nothing herein shall be construed to limit grievance rights set forth elsewhere in this Agreement.
- G. In addition to its formal evaluative functions under Section E. above, the PRC will also accept and evaluate nominations for an Excellence in Teaching Award to be awarded no more frequently than once per year per campus. Nominations may come from students, faculty or administrators. The PRC will make a recommendation to the President after evaluating any nominees no later than April 1. The PRC is under no obligation to recommend anyone if it does not believe such an award is merited. The President will make the final decision on all such nominations. A faculty member who is given such an award will receive official recognition and an honorarium of \$500.

ARTICLE 16

PERSONNEL FILES

- A. Each college shall maintain a personnel file for each faculty member at the College in an office designated by the President of that College. The contents of such file shall be determined by each College and such file may contain, but shall not be limited to, copies of personnel transactions, official correspondence with the faculty member, peer evaluations, student evaluations, and evaluation reports prepared by the College.
- B. The College shall send a faculty member a copy of any item or material placed in their personnel file or it shall send a faculty member a memo advising the faculty member that an item or material has been placed in their personnel file and that the item or material has been generated by the administration, faculty, a student or students, or by another source. Such copy or memo shall be sent to the faculty member via campus mail or at their address of record during the summer. In either event, the faculty member must sign for receipt of the copy or memo and return the signed receipt to the College. Such copy or memo shall be sent to the faculty member within fourteen (14) days of the insertion of the item or material into the file.
- C. The part-time faculty member shall have the right to grieve the insertion in their personnel file of any item or material which they allege to be factually inaccurate.
- D. A faculty member shall have the right to have relevant material added to their personnel file. The faculty member is encouraged to check their file periodically and to keep their 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 their personnel file and have such response included in such file and attached to the

appropriate document. No anonymous evaluations and/or recommendations may be placed in the faculty member's personnel file.

- E. No persons other than those having a legitimate institutional interest may have access to a personnel file without the written permission of the faculty member. All those having access to the file, for purposes other than routine maintenance, shall sign a log, kept in the file, giving name and date of said file. The personnel file shall be available for examination by the faculty member who shall be entitled to review such file at reasonable hours upon request.
- F. The faculty member may make or obtain copies of materials in their personnel file after receiving permission from the appropriate College official or representative. If the person in charge of said files does not approve the removal thereof for the purpose of making such copies, such copies shall be made for the faculty member at a reasonable charge for the copies. The only written material that the College shall use for evaluation, merit review, promotion, contract renewal, supporting disciplinary action contemplated against a faculty member, or any other personnel action shall be that contained in their personnel file.

ARTICLE 17 **WORKLOAD**

- A. Part-time faculty members are expected to perform teaching duties in accordance with the requirements of the department and College. Such work shall include instructional activities and related responsibilities, availability to students for consultation and reasonable office hours.
- B. Departments shall notify part-time faculty of upcoming department activities and relevant meetings, provided that the provision of such notice is not inconsistent with Article 25 (Department Chairpersons: Selection, Duties and Compensation) of the collective bargaining agreement between the Vermont State Colleges and the Full-Time Faculty. Departments may permit voluntary participation of part-time faculty in department activities, including service on department committees, and part-time faculty may voluntarily serve on department committees. Such participation shall not be required and shall not affect compensation in any way, unless otherwise agreed between the part-time faculty and the College.

- C. The parties agree that each College shall hold at least one orientation per academic year for part-time faculty members (both unit and non-unit) to provide an initial orientation to the College and its policies and procedures. Attendance at such orientation shall be voluntary. The Federation shall be afforded the opportunity to make a short presentation at the orientation to explain membership and financial matters, Federation officer and contact information and other pertinent information.
- D. The parties will schedule an annual meeting for all part-time faculty (both unit and non-unit) at each College. Attendance shall be voluntary. The College will provide an update on policies and procedures at the meeting. The Federation shall be afforded the opportunity to meet with part-time faculty.

ARTICLE 18

SEMESTER APPOINTMENTS AND ASSIGNMENTS

- A. All part-time faculty appointments and assignments will be made by the appropriate administrator at each College. All appointments shall be made on a semester or summer basis. No appointments shall create any right, interest or expectancy in any further appointments beyond its specific term, except as otherwise provided in this Article.
- B.
 - 1. In planning appointments and assignments for forthcoming semesters, the College shall distribute a teaching availability form to each part-time faculty member (1) by November 15 for the summer session appointments and assignments, (2) by January 15 for the fall semester appointments and assignments, and (3) by August 15 for the winter term, spring semester, and spring 2 term appointments and assignments. The teaching availability form shall request the part-time faculty member to provide the following:
 - a. Availability by days of the week and times of the day to teach in the forthcoming semester. The part-time faculty may also indicate preference as to which days of the week and times of the day they would like to teach, as well as other relevant considerations.
 - b. Indication of courses which the part-time faculty is interested in teaching.
 - 2. A list of those individuals to whom a teaching availability form has been sent shall be forwarded to the Federation at the time of distribution.
 - 3. Such forms will be mailed to the last known address and the individual part-time faculty will be responsible for keeping the College notified of their current mailing address. Effective with the required distribution of availability forms by January 15, 2011, and for all subsequent semesters and summers, the College shall provide such forms, and the faculty member shall complete such forms, in a virtual format on an appropriate web site determined by the College. The College

will provide written notification of the web site and instructions for completion of the form to each bargaining unit member and to the Federation.

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

4. It shall be the responsibility of each part-time faculty to return the course availability form to the appropriate administrator not later than three (3) weeks after the distribution dates indicated in B.1. above.
 5. Any failure to return the form in a timely fashion may render the part-time faculty ineligible for consideration for appointment for the semester being planned.
 6. It is understood that the distribution and receipt of a teaching availability form by part-time faculty does not obligate the College in any way to provide an appointment or a particular assignment to the part-time faculty member.
 7. Except in the case of a personal or family medical emergency or catastrophic event, if an assigned part-time faculty withdraws from teaching one or more courses less than thirty (30) days prior to the beginning of the semester, they shall be ineligible for consideration for a teaching assignment on that campus for the subsequent semester. The employer shall be free to waive such penalty at its sole discretion.
 8. The teaching availability forms will be sent to and considered by the Department Chairperson or other appropriate administrator in establishing department schedules. In addition, part-time faculty may consult with the Department Chairperson regarding department scheduling for an upcoming semester, and if the department holds a meeting to discuss scheduling, part-time faculty shall be free to attend and participate. The employer will notify the part-time faculty of such scheduled meetings in a timely fashion.
- C. Part-time faculty members will leave the bargaining unit (1) when notified of non-reappointment by the College or (2) following any complete September to August period in which they have not taught at least three credits. August 31st will be considered the exit date (e.g. If someone teaches in the Fall of 2006, they stay in the unit until August 31, 2008 even if they have not taught three credits during that period.). If, after leaving the bargaining unit, they are rehired as a part-time faculty member, they will have to re-qualify for unit membership.

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

bargaining unit, will have all seniority restored immediately upon beginning their first teaching assignment.

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

- D. The College shall consider the information provided by the part-time faculty on the teaching availability form in planning for semester assignments.
- E. The College reserves the right to give preference to full-time faculty for teaching courses on an overload basis or to full-time or part-time professional staff members, supervisory or managerial employees prior to offering courses to part-time faculty.
- F. After deciding upon any assignments under Section E, the College shall consider the following factors in deciding whether a part-time faculty member will receive an available assignment.

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

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

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

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

fall semester for 1986. After a seniority list is developed and distributed within each academic department, any part-time faculty may grieve factual errors in the list and such matters are arbitrable.

- H. Part-time faculty who receive an appointment and assignment for a given semester or summer session shall be notified in writing by hard copy or electronically no later than forty-five (45) days prior to the start of a teaching assignment.
- I. When a part-time faculty member is offered an appointment and assignment, they shall indicate acceptance of such offer in writing prior to thirty (30) days of the start of the teaching assignment. If a part-time faculty member at any time indicates that they will not be able to fulfill a given appointment and assignment, the College shall be free to offer the course to another part-time faculty member, full-time faculty member or administrator. In any case where the need to appoint a faculty member to teach a course arises within two weeks of the start of classes, the faculty member to whom the course is offered must indicate acceptance of the offer within 48 hours of the College's offer (which may include leaving voice mail messages) or else the College shall be free to offer the course to another part-time faculty member, full-time faculty member or administrator. If the need arises within three days of the start of classes, the faculty member must indicate acceptance within 24 hours of the College's offer.
- J. The forty-five (45) day requirement of prior notification as addressed in section I. above shall be waived if:
 - 1. a faculty member refuses an offer of appointment and assignment for that course.
 - 2. new and additional sections of that particular course become necessary.
 - 3. a faculty member provides less than a forty-five (45) day notice of their inability to teach a course for which they previously indicated acceptance of appointment and assignment.
 - 4. the College has a need to appoint a faculty member to a course in a situation that was unanticipated.
- K. Part-time faculty shall receive a cancellation payment of 7.5% of the amount that was to be paid for a course in the event that the assignment is retracted within fifteen (15) days prior to the first class meeting.
- L. Beginning in the fall semester for 1997, part-time faculty shall receive a cancellation payment of 15% of the amount which was to be paid for a course, plus a proportional amount for all class meetings, in the event that the assignment is retracted after a first class meeting.

ARTICLE 19
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 their college duties, the copyright or other residual rights shall be the property of the faculty member, and the College shall be acknowledged in any publication, production or other use of such aids after it grants approval for acknowledgment.

ARTICLE 20
APPOINTMENTS/PAY GRADES

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

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

- B. Equivalent experience for credits taught at accredited institutions of higher education other than the Vermont State Colleges system may be considered in initial pay grade placement, but the decision regarding initial placement shall not be arbitrable.
- C. Faculty members will automatically be promoted to succeeding pay grade levels based upon accumulation of the required number of credits of service in the Vermont State Colleges system as set out in Section A. of this Article.
- D. Disputes over number of credits of service in the Vermont State Colleges shall be grievable and arbitrable.

ARTICLE 21
SALARY AND RATES OF PAY

- A. Faculty members shall be paid bi-weekly during the period of employment.
- B. At the beginning of each semester effective August 1, 2022, Faculty members shall be paid in accordance with the regularly scheduled pay cycle of the VSC.

1. Effective September 1, 2021, part-time faculty members will be compensated at the following rates:

Pay grade 1: \$1,432 per credit
Pay grade 2: \$1,570 per credit
Pay grade 3: \$1,721 per credit
Pay grade 4: \$1,864 per credit
Pay grade 5: \$2,003 per credit

2. Effective September 1, 2022, part-time faculty members will be compensated at the following rates:

Pay grade 1: \$1,465 per credit
Pay grade 2: \$1,603 per credit
Pay grade 3: \$1,754 per credit
Pay grade 4: \$1,897 per credit
Pay grade 5: \$2,036 per credit

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

Effective with the 2021-2022 academic year, those faculty teaching graduate courses will receive four (4) teaching credits per course instead of three (3). This provision shall expire for all faculty effective May 15, 2022 and is not subject to Paragraph C below.

- C. It is provided, however, that any part-time faculty who has been compensated at a rate greater than that set forth in B. above shall continue to receive the previously higher rate for any subsequent appointments.
- D. Effective July 1, 2018, faculty who conduct independent studies shall be compensated at the rate of \$28 per hour for instructional services on behalf of the students up to a maximum of fifteen (15) hours per student. Effective July 1, 2020, faculty who conduct independent studies shall be compensated at the rate of \$30 per hour for instructional services on behalf of students up to a maximum of fifteen (15) hours per student.
- E. Part-time faculty shall be allotted credit for a given course taught or assignment performed which is equal to the number of academic credits or workload credits allotted to a full-time faculty member for the same course or similar work.
- F. Any part-time faculty member who is in pay grades 1, 2, 3 or 4 and who has a doctorate or other terminal degree in the field in which they are teaching will be placed one pay grade higher. Any part-time faculty member at pay grade five who has a doctorate or other terminal degree in the field in which they are teaching will be given an additional \$100.00 per credit hour.

- G. It is further provided that a College in its discretion may request the services of a faculty member to perform specific functions beyond those referenced in the Workload Article. In such situations, the Dean or Department Chair will determine the necessity for such work, expected outcomes and overall compensation. Compensation shall either be at a flat rate stipend or, if an hourly assignment, \$25 per hour.
- H. Music and Performance Lessons. Effective July 1, 2007, faculty who provide individual music or performance lessons shall be compensated at the rate of no less than \$45 per hour.
- I. Effective with the 2015-16 academic year, it is understood that in situations as noted below a college may assign, with proper notification and prior to the close of the designated add period, a faculty member up to 15% or 4 more students, whichever is smaller, over the maximum for a given course, understanding that this shall not be considered a permanent increase in class maximum and provided further that the College does not do so on a regular basis. If the College wishes to exceed 15% or 4 student limit, it will provide additional compensation or workload adjustments for the faculty member as provided for in this Article. It is also understood that some courses may have maximum limits which have been based on legitimate concerns for safety, workstation access or other pedagogical restrictions and/or concerns such as the availability of course materials, and that an increase of 15% or 4 students would not be reasonably possible. In such cases, the faculty member and the Dean or their designee will negotiate what accommodations, if any, might be made to best meet the needs of the students.

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

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

ARTICLE 22
PENSION CONTRIBUTION

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

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

ARTICLE 23
MILEAGE REIMBURSEMENT

- A. If travel is required by the College for the performance of job duties during the regular academic year, the College shall either provide transportation or reimbursement at the prevailing state rate per mile. This shall not include daily commuting travel to and from the site(s) of the course or courses to which the part-time faculty is assigned. If a part-time faculty member is teaching on campus on the same day that they must also commute to an off-campus site for work for the college, then the college will pay mileage between that campus and the off-campus site.
- B. Within thirty (30) days of a change in the state rate per mile, the VSC shall post a notice of such change in a prominent place on each campus.

ARTICLE 24
PROFESSIONAL DEVELOPMENT

- A. The employer shall create a Part-Time Faculty Professional Development Fund at each college. Each College shall put aside, on a semester basis, an amount equal to \$140 per bargaining unit member.
- B. These funds shall be used to reimburse:
 - 1. Professional relevant travel; including attendance at professional meetings.
 - 2. Course tuition; relevant to cover the cost of tuition for graduate level courses taken outside of the VSC system.
 - 3. Other relevant professional development projects.
- C. Part-time faculty may access these funds by making prior application in writing to the Dean on each campus. Approval for reimbursement shall be at the discretion of the Dean. The Dean will not withhold such approval arbitrarily, capriciously, or without a good and sufficient basis in fact.

Applications for professional development money must be submitted by October 1 with a decision by the College by October 15 for professional activity between November 1 and April 30. Applications must be submitted by April 1 with a decision by the College by April 15 for professional activity between May 1 and October 31. Faculty members may apply after October 1 and April 1 but will be considered only if funds still remain.

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

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

- D. In no instance shall reimbursements exceed the actual expenditures of the part-time faculty member as attested to by receipts for expenses.
- E. Effective July 1, 2017, all funds not used in a given semester shall be carried over into the subsequent semester except that at no time may the total available funds exceed \$320 per part-time member currently teaching. Summer sessions shall not apply in determining the maximum fund limit.
- F. This benefit shall not be available to part-time faculty who are also eligible for such a benefit with another employer.
- G. The Dean's office shall make available upon request within two business days the balance in the professional development fund. At or near the end of the semester, the Dean's office shall provide to the Federation on each campus a statement of the professional development fund, listing the amounts awarded; to whom the amounts were dispersed; and the purposes for which the funds were used.

ARTICLE 25 **JURY DUTY**

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

ARTICLE 26 **BEREAVEMENT/PROFESSIONAL LEAVE**

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

- B. Immediate family is defined as the faculty member's wife, husband, partner in a civil union, father, mother, son, daughter, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law. Requests for bereavement leave for other than immediate family as defined above may be granted by the President.
- C. Upon two weeks' notice of request for professional leave, the President may grant such leave, for up to five days, to any faculty member so requesting. Such request shall include a description and justification of the requested leave and a plan for coverage or rescheduling of duties that would be missed. Such permission shall not be unreasonably withheld, and the President's decision on the leave shall not be subject to the Arbitration provisions of this Agreement.

ARTICLE 27

FACILITIES

- A. Part-time faculty members shall be designated an office or office area with available storage and/or shelving, and reasonable access to a computer with up to date software, telephone and desk which they may use for preparation and consultation with students or colleagues. Prior to or at the beginning of each semester, the College will ask part-time faculty who are teaching that semester if they need an office or office area with the provisions indicated above. Faculty who do not need such facilities will so indicate this to the College by a date specified by the College. An indication in one semester that such space is not needed will not preclude a faculty member from requesting assignment of office space in subsequent semesters.
- B. Unless otherwise needed by the College, the office space shall be made available between semesters or sessions for the part-time faculty member provided they have received a commitment by the college to teach in the subsequent semester or session.
- C. During the semester of employment, part-time faculty, their spouse or partner in a civil union, and children shall have free use of all athletic/recreational facilities during their free time in accordance with the established schedules for use.
- D. The College agrees that office space for part-time faculty will be considered when planning new non-residential construction or in renovating or expanding existing non-residential buildings on campus.

ARTICLE 28

SICK LEAVE

In any case where extended illness or disability prohibits a part-time 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 meeting times.
2. they submit a medical doctor's certificate verifying the part-time faculty member will be unable to complete the semester due to illness or disability.

In cases where the part-time faculty member who has an extended illness or disability leaves prior to completing sixty percent (60%) of the semester's scheduled class meeting times, the Academic Dean will have the discretion to place the part-time faculty member on leave for the remainder of the semester provided the part-time faculty member has verification that 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 part-time faculty member, whether a class can be covered through temporary arrangements during the part-timer's leave, or whether the College can hire a replacement to cover the remainder of the semester.

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

ARTICLE 29

FEDERATION OFFICER RIGHTS

The Colleges shall provide the Federation with Three Thousand Dollars (\$3,000) to be provided to a faculty member designated by the Federation for purposes of conducting this unit's 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. The Federation shall notify the Chancellor's Office, General Counsel, of the particular faculty member who shall receive such funds and will be conducting the Federation's business.

ARTICLE 30

E-MAIL

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

ARTICLE 31
FACULTY GOVERNANCE

- A. The Federation, as elected bargaining agent, retains the exclusive right to negotiate and reach agreement on all matters pertaining to wages, benefits and terms and conditions of employment. Without waiving this right, the Federation recognizes the desirability of some form of democratic faculty governance in areas of academic concern. Such faculty governance shall be implemented through a Faculty Assembly on each campus, consisting of all faculty and ranked librarians only. Presidents and their representatives may request and shall be granted invitations to meetings of the assembly and its committees to present and discuss administrative proposals in the areas listed in C. below.
- B. The existence of the Faculty Assembly as an instrument of faculty governance shall not preclude the President from holding a reasonable number of faculty meetings, with reasonable notice in cases other than emergencies.
- C. Recognizing the final determining authority of the President, matters of academic concern shall be initiated by the Faculty Assembly or by the President through the Faculty Assembly which shall consider the matter and respond within a reasonable time. Such matters shall include:
 - 1. The selection of department chairperson, program coordinators or other instructional academic unit coordinators, to be elected periodically by secret ballot by members of that unit. Department chairpersons and program coordinators shall be elected by the full department or academic unit. All regular members of the academic unit, including those on sabbatical or leave shall have the right to vote in such elections. In the event that the President believes the selection is not in the best interest of the College, they may veto the selection and a new election will be held to select a different candidate which may also result in a Presidential veto. The duties of the chairperson are delineated in Appendix H of this Agreement [NOTE: This probably refers to Appendix G of the 1999-2003 Full-time Faculty Agreement. The duties of the department chairperson are now set forth in Article 25 of the Full-time Faculty Agreement 2004-2010]. The President shall retain the right to remove the chairperson from their position for failure to carry out such duties satisfactorily. In such a case, the above procedure shall be used in selecting a replacement.
 - 2. Curricular policy and curricular structure. Any proposal to abolish course offerings must be considered under the terms of this paragraph.
 - 3. Library policies and acquisitions policy.
 - 4. Requirements for degrees and granting of degrees.
 - 5. Policies for recruitment, admission and retention of students.

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

ARTICLE 32
TUITION WAIVER/DISCOUNTS

- A. Part-time 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: shall refer to the Fall and Spring semesters only.

The immediate family members of part-time faculty members who have taught for five (5) semesters or more and are currently in active service may receive a pro-rated tuition reduction waiver of 100% based upon the corresponding number of courses taught by the part-time faculty member in that given semester. For purposes of this benefit, the waiver is based on a full-time teaching course load of 12 credits. For example, 3 credits taught in a given semester will yield a 25% waiver for immediate family members; 4 credits taught is a 33.3% waiver; 6 credits taught is a 50% waiver; 9 credits taught is a 75% waiver; etc. The term “academic year” as used in this Article shall refer to the Fall and Spring semesters only. The tuition waiver can only be used at bargaining unit colleges and thus specifically excludes course work at the Community College of Vermont. 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 and/or their immediate family members.
- C. “Immediate family” is defined as the part-time faculty member’s spouse and dependent children. The VSC uses the IRS’s definition of “dependent child.” The definition includes children, legally-adopted children, step-children, and legal wards. The child must be under the age of 25 at the end of the calendar year that they begin taking classes. If married, the child may not have filed a joint tax return with their spouse in the most recent Federal filing. The part-time faculty member must provide more than half of the prospective student’s total support during the calendar year. More information about the IRS’s definition of “dependent child is available on the VSC website at www.vsc.edu or at www.irs.gov.
- D. While the Tuition Waiver benefit under this Article is designed to defray the tuition costs incurred by unit members, and their immediate family members, it does not guarantee enrollment in all desired courses or that participants will be accepted into a College degree program. Unit members are responsible for the cost of applicable fees (as determined by the College), books, supplies, and tax consequences, if applicable. Unit members and their immediate family members taking such courses are subject to all College student policies, as may be amended.

ARTICLE 33

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 34

EFFECT OF AGREEMENT

- A. This instrument constitutes the entire Agreement of the Vermont State Colleges and the Federation, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not excluded by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and the opportunity are set forth in this Agreement. Therefore, the Vermont State Colleges and the Federation, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement except as provide in Article 33 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 35
DURATION AND RENEWAL

Except as otherwise herein provided, subject to the following paragraph, this Agreement shall continue in full force and effect until midnight, August 31, 2023, and shall be automatically renewed from year to year thereafter until at least one hundred-twenty (120) days prior to any expiration date either party notifies the other in writing by registered mail of its desire to terminate or amend this Agreement.

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

VERMONT STATE COLLEGES

BY: Eileen M Dickinson DATE: April 12, 2022
Eileen ("Lynn") Dickinson, Chair
Vermont State Colleges Board of Trustees

BY: Sophie Chancellor DATE: April 11, 2022
Sophie Chancellor, Chancellor
Vermont State Colleges

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

BY: Jonathan Kaplan Date: 28 March 22
Jonathan Kaplan
VSC Part-Time Faculty Federation

BY: Alison Lathrop Date: 30 MARCH 122
Alison Lathrop, President
VSC Faculty Federation

APPENDIX A
MINIMUM DEGREE REQUIREMENTS

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

APPENDIX B

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APPENDIX C
VERMONT LABOR BOARD ORDER OF CERTIFICATION

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

Dated, June 4th 1991, Montpelier, Vermont

APPENDIX D
SETTLEMENT AGREEMENT OF APRIL 2007

State of Vermont
Before the Labor Relations Board

Vermont State Colleges Faculty Federation *
UPV/AFT Local 3180, AFL-CIO *

v. *

Vermont State Colleges *

Docket No. 06-42

Settlement Agreement

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

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

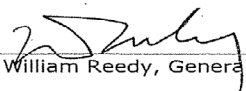
4. If necessary to comply with the appointment provisions of the part-time faculty Agreement, the college shall assign more than nine credits to a qualified part-time faculty member as long as the resulting offer does not cause the part-time faculty member's total workload to exceed eleven credits.
5. The Federation shall withdraw with prejudice its Unfair Labor Practice Charge in the above-referenced matter.

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

By 
Russell Mills, Grievance Chair

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

VERMONT STATE COLLEGES

By 
William Reedy, General Counsel

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

APPENDIX E
PART-TIME FACULTY CAMPUS COMMITTEE

The parties agree to establish a Part-time Faculty Campus Committee at each of the unit Colleges to facilitate communication and collaboration between part-time faculty and the administration. The Part-time Faculty Campus Committee will be comprised of up to three (3) part-time faculty members chosen annually by the Vermont State Colleges Part-time Faculty Federation. The union will choose at least one non-unit part-time faculty member, excluding full-time or part-time professional staff members, supervisory or managerial employee. If no non-unit part-time faculty member is willing to participate, the parties agree to waive this requirement. The Part-time Faculty Campus Committee will meet with one or more campus administrators, as selected by the College President, once a semester. The Committee and the campus administrators may meet more frequently as mutually agreed.

APPENDIX F

HEALTH INSURANCE

If the Affordable Care Act is repealed or changed substantially so that the insurance offered by the Vermont Health Exchange is more expensive than that offered by the Vermont State Colleges, the Vermont State Colleges agree to meet with the Part-time Faculty Federation to discuss changes to the laws and regulations governing health care. Should the parties negotiate for employer contributions to insurance, the salary provision of the collective bargaining agreement will be reopened. Other provisions of the collective bargaining agreement shall remain unopened. Such discussions would not obligate the Vermont State Colleges to provide health insurance to the unit's members, except as required by federal or state law.

MEMORANDUM OF AGREEMENT: FACULTY GOVERNANCE

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

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

Vermont State Colleges

By: Robert G. Clarke
Robert G. Clarke, Chancellor

Date: 9.10.07

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

By: Ernest H. Broadwater
Ernest H. Broadwater
President, VSC Faculty Federation

Date: 9/7/07

By: Margaret Manziomanolis
Margaret Manziomanolis
Part-Time Faculty Unit Chairperson

Date: Sept 02, 2007

By: John Howard
John Howard, United Professions of Vermont
Higher Education Field Representative

Date: 9/2/07