

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-

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

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:  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 No. Article Name.

ARTICLE 1
RECOGNITION

- A. The Vermont State Colleges recognizes the Federation as the exclusive bargaining agent for parttime teaching faculty employed by the colleges but excluding the College presidents, deans, business managers, division chairpersons, academic division directors, and all nonfaculty 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 are currently in their third teaching semester, 2) at least six credit hours per academic year, 3) notwithstanding the first two requirements,

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

Federation: The term "Federation" as used in this Agreement shall refer to the Vermont State Colleges Faculty Federation, Local 3cs F, L

3. The right to determine the means, methods, ~~budget~~ 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 ~~Feder~~ 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 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~~ contract, 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~~ shall be enacted applied, or implemented in a manner which is arbitrary 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 Contrats

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

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 its;
 - 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 materials 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

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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, slowdown, refusal to cross any picket line, sit-down, or organizational primary picketing.
- B. The Vermont State Colleges ~~agrees~~ that there shall be no ~~lock~~ during the term of this Agreement

ARTICLE 9
OUTSIDE EMPLOYMENT

Provided it does not interfere with the performance of the parttime faculty members' normal duties and responsibilities, parttime 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 ~~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 parttime faculty member who has knowledge of such condition(s) shall report such conditions 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. The 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.

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 parttime 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 parttime staff vacancies shall be posted seven (7) days before such openings are advertised outside the Vermont State Colleges. ~~Part~~ Faculty members who meet the minimum qualifications for a fulltime 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 the 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 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 Article 13 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 be 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 deliver a written and dated grievance to the President of the College or their designee.

Chancellor or the 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 become 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 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 setting, the Chancellor or the 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

4. No disposition of any such grievance at any such meetings shall have, violate, or be inconsistent with any provision of the Agreement applicable law, or applicable arbitration award; and
5. The disposition of any such grievance shall be without 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 time.

1. The Dean or President or their designee 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 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 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 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. 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 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 is to determine 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.

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 the 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 (4) years of teaching (not including internships, independent studies and 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 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 above, 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 the 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 a 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 the 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 observing the faculty member in class at any time.

E. Formal Evaluations

1. Any formal evaluations will be conducted by the Dean or designee

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 this semester. The PRC will complete all

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 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 5, the PRC will also accept and evaluate nominations for an Excellence in Teaching Award 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 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 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 placed in their personnel file. The memo shall be sent to the faculty member within fourteen (14) days of the insertion of the item or material into the file.

parttime faculty member shall have the right to grieve the insertion in their personnel file of any item or material which they allege is not in their personnel file.

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

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. Teaching one or more courses less than thirty (30) days prior to the beginning of the semester 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.

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.

Part-time faculty members will leave the bargaining unit (1) when notified of non-reappointment by the College or (2) following any contract September to August period in which they have not taught at least three credits. August 31

Part-time faculty members who leave the bargaining unit will be considered the exit date (e.g. If someone teaches in the Fall of 2006, they will stay in the unit until August 31, 2008 even if they have not taught three credits during that period.) 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 re-enters the

1. Effective September 1, 2020, parttime 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, parttime 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 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 and of three (3) teaching credits per course.

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 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 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 (w)2en-6

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 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 policies on each campus.

- D. In no instance shall reimbursements exceed the actual expenditures of a part-time faculty member as attested to by receipts for expenses.
- E. Effective July 1, 2017, if funds not used in a given semester shall be carried over to the subsequent semester except that at no time may the total available funds exceed \$2000 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 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 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.

ARTICLE 28
SICK LEAVE

In any case where extended illness or disability prevents 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-time 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 Federation business for that academic year, including but not limited to contract administration, negotiation, grievance and participation in the governance of its state and local affiliates. The Federation shall notify the Chancellor

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, ~~benefit~~ terms and conditions of employment. Without waiving this right, the Federation ~~recognizes~~ the

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

ARTICLE 32
TUITION WAIVER/DISCOUNTS

- A. Parttime 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 tuition reduction waiver of 100% based upon the corresponding number of courses 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

ARTICLE 33
SEPARABILITY

In the event any provision of this Agreement is

**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 the expiration of the term of the Agreement.

[REDACTED]

BY: Eileen M. Dickinson
Eileen ("Lynn") Dickinson, Chair
Vermont State Colleges Board of Trustees

DATE:

BY: se
Sophie Chancellor, Chancellor
Vermont State Colleges

DATE:

11.2022

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

BY: DI
[REDACTED]

Date:

28 March 22

BY: Aliso Mathro, President
VSC Faculty Federation

Date:

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APPENDIX A
MINIMUM DEGREE REQUIREMENTS

- A. Except for those faculty who were bargaining unit members prior to September 1, 2006, minimum degree requirements for parttime 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, 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 the position as a manager or administrator.

Dated, June 4th 1991, Montpelier, Vermont

APPENDIX D
SETTLEMENT AGREEMENT OF APRIL 2007

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 Parttime Faculty Campus Committee will be comprised of up to three (3) part-time faculty members chosen annually by the Vermont State Colleges Partime Faculty Federation. The union will choose at least one non-unit parttime faculty member, excluding fulltime of part-time professional staff members, supervisors or managerial employee. If no non-unit parttime 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

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 t