

AGREEMENT

Between the

COMMUNITY COLLEGE OF

VERMONT

and

CCV UNITED FACULTY, VSCFF

3180, AFT VERMONT, AFL

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ARTICLE 1
RECOGNITION

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

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

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

After initial entry into the bargaining unit, instructors will exit from the bargaining unit following any complete September to August period in which they have not taught at least three credits. August 31st will be considered the exit date (e.g. if someone teaches in the Fall of 2017, they stay in the unit until August 31, 2019, even if they have not taught three credits during that period.)

ARTICLE 2 DEFINITIONS

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

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

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

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

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

Coordinators of Teaching and Learning: Coordinators focused on faculty support, curriculum planning and development and community outreach.

Coordinators of Student Advising: Coordinators focused on recruitment, retention and helping students meet their educational goals.

Credit Hour: The term “credit hour” as used in this Agreement are the hours of credit assigned to courses that bear college-level

Canvas Syllabus: The term “canvas syllabus” as used in this Agreement shall refer to a resource in the Learning Management System that aggregates assignments by their due date. The Canvas syllabus page may be modified with text but does not fulfill the function of the syllabus as referenced in this contract.

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

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

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

ARTICLE 3 **MANAGEMENT RIGHTS**

- A. All the rights and responsibilities of the Vermont State Colleges and CCV that have not been specifically provided for in this Agreement, shall be retained in the sole discretion of the Vermont State Colleges and CCV and, except as modified by this Agreement, such rights and responsibilities shall include but shall not be limited to:
1. The right to direct employees; to determine qualifications and criteria in hiring, to determine standards for work and conduct, class sizes, location of work and the class schedules within any limitations of this Agreement; to decide whether or not a particular course should be offered; whether or not it should run in a given semester and whether or not it should be canceled; to establish the academic calendar; to hire, reappoint, assign and retain employees in position; to transfer between site locations in accordance with any procedures described in this Agreement; to subcontract; and, to discipline, suspend or discharge a faculty member for proper cause subject to the provisions of this Agreement;
 2. The right to decide the degrees, programs and curriculum to be offered;
 3. The right to take such action as necessary to maintain the efficiency of the Vermont State Colleges' or CCV's operation within the limits of this Agreement;
 4. The right to determine the organizational structure; the means, methods, budgetary and financial procedures; and the number and type of faculty and other personnel by which the Vermont State Colleges' and CCV's operations are to be conducted;
 5. The right to take such actions as may be necessary to carry out the mission of the Vermont State Colleges and CCV in case of emergencies, provided that the

Federation is notified in writing of the emergency and action as soon as possible;
and

6. The right to make rules, regulations, and policies not inconsistent with the provisions of this Agreement.
- B. No action taken by the Vermont State Colleges or CCV with respect to a management or academic right shall be subject to the Grievance and Arbitration Procedures unless the exercise of such right violated an expressly written provision of this Agreement.
- C. Ex

- C. Distribution of Materials The Union shall have the right to have material placed directly into mailboxes of all bargaining unit and non-bargaining unit faculty and may use interoffice mail facilities. The Union is free to use CCV email addresses to correspond with faculty.
- D. Union Meetings The Union may use college classrooms, and other college meeting rooms for its meetings when such facilities are not otherwise in use. The Union will follow each Center's procedures for scheduling a room.
- E. Right to Information Upon receipt of a written request from the Union, the College shall make available any information within its possession or control not exempted by law that is relevant ~~D Q G x Q H r H e U n i o n~~ to meet its collective bargaining responsibilities or to administer this Agreement. Such information shall be made available within thirty (30) calendar days of the Union's request; if such information is not readily available within said thirty (30) days, unless otherwise agreeable to the parties, the College shall so notify the Union 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 will send the CCVUF Lead Representative(s) an electronic list of all Bargaining Unit members that includes the following data:

- A. Name
- B. Personal email address and home/cell phone numbers
- C. Mailing Address
- D. Total number of credit hours taught for CCV
- E. New Bargaining Unit members will be designated as such
- F. The ~~OLVW ZLOO LQFOXGH D OLVW RI xIDFXOW \xZKR DU~~

ARTICLE 5
DUES/AGENCY FEE

- A. The College shall check off Union dues as set forth in the Union Constitution and By-Laws for all faculty who voluntarily desire to join the Union and remit dues by this method. Procedures for the above shall be followed in accordance with forms provided by the Union.
- B. The College shall deduct dues, for the Union only, from wages earned for credit bearing instruction salaries of all faculty who voluntarily authorize said deductions by the signing of authorization cards. The College shall continue to deduct dues while a faculty member is employed in the bargaining unit unless the Union notifies the College that the faculty member has properly withdrawn authorization. Such deductions shall only be made in equal amounts bi-weekly, beginning the first payroll period after receipt of the authorization card by the Office of the Chancellor or their designated representative and in accordance with the posted faculty payroll schedule. Said monies shall be transmitted biweekly following the pay date in which deductions were withheld to the designated

Union treasurer. Included in the remittance will be a list of the faculty who had dues or agency fees withheld. In addition, one updated list will be furnished during the semester upon request of the Union Representative.

- C. 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 legislature, regulation or legal decision. The parties will then meet within thirty (30) days of such notification.
- D. The Union shall indemnify, defend and save the Vermont State Colleges harmless against any and all claims, demands, suits or other forms of liability that shall rise out of, or by reason of, action taken or not taken by the Vermont State Colleges in reliance upon deduction authorization cards submitted by the Union to the Vermont State Colleges.

ARTICLE 6
UNION OFFICER RIGHTS

- A. Each semester – Fall, Spring, and Summer – the College shall provide the Union with four (4) stipends of \$1500 to be provided to Union officers, or faculty members designated by the Union, for purposes of conducting Union business, including but not limited to contract administration, negotiation, grievances, and participation in the governance of its state and national affiliates. For the Fall 2021, the College will provide to the Union the balance between what was already paid out under the contract for that semester and \$6000.
- B. The Union shall notify the President’s office of the particular faculty member who shall receive such funds and will be conducting Union business.

ARTICLE 7
ANTI-DISCRIMINATION

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

ARTICLE 11
HEALTH AND SAFETY

- A. No faculty member shall be required to perform any work under conditions which jeopardize their health or safety. Any 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 Union representative or designee prior to the filing of a grievance.
- B. Upon request by the Union, the College shall make its safety records available for examination each month or in the event of an emergency.
- C. Faculty shall participate in safety information and training programs required by the College and by the Vermont Occupational Safety and Health Administration's "Safety and Health Standards for General Industry." Such training programs shall be held according to a schedule determined by the College. Faculty members attending such programs shall be paid \$26 per hour for time spent at the program.
- D. Faculty shall participate in emergency drills that occur while at a center.
- E. Science Faculty will adhere to the Chemical Hygiene Plan and the Lab Safety Agreement.
- F. Any grievance alleging a violation of this Article may be processed through the final steps of the grievance procedure, but may not be processed to arbitration, provided, however, that any faculty member who is disciplined for refusing to perform work which they allege would jeopardize their health or safety may grieve and arbitrate the disciplinary action in accordance with the Discipline Article.

ARTICLE 12
NOTICE OF VACANCY

- A. Notice of any administrative full- or part-time staff or faculty vacancies at CCV shall be posted on the CCV website at least fifteen (15) days prior to the filling of such vacancy. A vacancy is a position that CCV has decided to fill externally. It does not include openings for single course assignments. A vacancy not filled with a bargaining unit member shall not be subject to grievance and/or arbitration.

ARTICLE 13
PERSONNEL FILES

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

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

- a. to permit the College to investigate or make inquiries into charges and allegations made concerning the faculty member; or
- b. if in the judgment of the President the faculty member's continued presence during the period of investigation is detrimental to the best interests of the College, students or other faculty, or the ability of the College to carry out its mission effectively.

Faculty placed on administrative leave shall be notified in writing of the leave and the specific reasons therefore. The administrative leave shall be terminated once the disciplinary process has been completed, the threat of potential harm has ceased to exist, or the leave is determined to have been unnecessary in the first instance. Documentation of administrative leave shall not be used to justify any future disciplinary action nor shall it be considered in any evaluation process.

A faculty member may grieve the imposition of paid administrative leave if they believe that the action was arbitrary or capricious or if they claim it violates Article 7 Anti-Discrimination.

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

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.

1. 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.
2. 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.
3. Upon receipt of a request for a meeting, the Dean or President shall hold the meeting within seven (7) calendar days.

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

ARTICLE 16
ARBITRATION

- A. Any grievance which has not been satisfactorily adjusted under the grievance procedure may be submitted within thirty (30) calendar days of the Vermont State Colleges' final answer for settlement under the arbitration provisions of 3 VSA 926.
- B. Each party shall bear the expense of preparing and presenting its own case.
- C. If the College or the Union challenges the Vermont Labor Relations Board's finding regarding arbitrability or non-arbitrability, it may, within thirty (30) calendar days after receipt of the award, file suit in a court of competent jurisdiction to seek a judicial determination of the arbitrability of the subject matter.
- D.

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6. Effectiveness in addressing learning objectives and assessing lear

5. The supervising Coordinator may request feedback on syllabi and other course materials of the faculty member being evaluated from faculty teaching the same course(s) or from faculty teaching higher-level courses for which the courses taught by the faculty member being evaluated are prerequisites.
6. Following a review of all evaluative material, the supervising Coordinator will write a formal evaluation of the faculty member for inclusion in their file. The faculty member shall have the right to respond to the evaluation in writing a

5. Conduct designated class meetings in compliance with CCV's Credit Hour policy that are held in CCV-designated areas, depending upon course modality. For online classes this means the majority of the course is delivered in the CCV-approved LMS with the use of the CCV- approved video-conferencing software for virtual meetings. Use of outside resources that house student assignments and other significant activities must be approved by the CTL and appropriate Director or Dean and abide by [VSCS Guidelines for External Teaching/Learning Resources](#). See Appendix B.
 6. Submission of weekly attendance records is strongly encouraged.
 7. Provide midterm evaluations to students no later than one week following the midpoint of the course being taught and submit final evaluations and grades for all students on the class roster no later than one week after the final class meeting.
 8. Build a gradebook within the learning management system that aligns with the assessment methods on the course description and maintain an up-to-date course grade for all students.
 9. Complete satisfactorily the Introduction to Online Teaching course prior to teaching a CCV online, synchronous, or hybrid course for the first time. CCV's decision to waive this provision is not grievable.
 10. Comply with all College rules, regulations, policies, and directives. It is the responsibility of CCV to communicate all College rules, regulations, policies and directives to faculty via email at the beginning of each semester.
 11. Perform such other responsibilities and services as may be appropriate to the responsible completion of the foregoing duties, including completion of required VSC training modules.
- B. The parties agree that the College shall hold at least one on-ground and one online Great Beginnings orientation per academic year for new faculty members to provide an initial orientation to the College and its policies and procedures. The Union shall be afforded the opportunity to make a presentation at the orientation to explain membership and financial matters, Union officer and contact information and

b.

- D. Effective September 1, 2019, faculty members who are in Pay Grades 2 or 3 shall be offered at least one 3- or 4-credit course for each fall and spring semester to which they are appointed, provided that:
1. There is an available course being offered for which the faculty member is qualified at the Center(s) for which the faculty member has indicated interest on the Teaching Availability form;
 2. The available course is offered at a day and time consistent with the faculty member's stated interest and availability as listed on the Teaching Availability form; and
 3. The College shall decide in its sole discretion to which course the faculty member will be assigned when there is more than one course being offered at the Center for which the faculty member is qualified.
- E. In the case of assignments to faculty in Pay Grade 1, and for all other course assignments for faculty in Pay Grades 2 and 3 beyond the one mm

H. The College retains the sole right to decide whether or not a course is offered, and once offered, whether it has sufficient enrollment to run. The College may decide at any time not to offer or not to run a particular course.

1. Faculty shall receive a cancellation payment of 7.5% of the amount that was to be paid for a course in the event that the assignment is retracted within thirty (30) days prior to the first class meeting.
2. Faculty shall receive a cancellation payment of 25% of the amount that was to be paid for a course, plus a proportional amount for all class meetings held, in the event that the assignment is retracted after a first class meeting.

ARTICLE 21
PAY GRADES

A. Effective September 1, 2018, a faculty member, for the purpose of determining eligibility

x Pay Grade 3: \$1581 per credit \$45 increase

3. Faculty elected or appointed to serve as a member of a an academic/curriculum committee of Academic Council, FACT, or DEI Committee shall receive a stipend of \$1,500 per year.
4. Faculty elected or appointed to serve on the Safety Committee shall receive a stipend of \$500 per year.

E. Retirement contributions

1. Faculty may participate in the Vermont State Colleges retirement plan (SRA) through TIAA by contacting the payroll office for enrollment forms or downloading and filling outoll ol ofy7or

LEAVES OF ABSENCE

A. Sick Leave

1. In any case where extended illness or disability prohibits the faculty member from completing their semester assignments(s), they shall continue to be paid for the rest of the semester provided:
 1. they have completed 60% of the semester's scheduled class meeting times; and
 2. they submit a medical doctor's certificat

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

B. Bereavement Leave

1. A faculty member shall be gr

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3. The curriculum committees develop, evaluate, and assess programs to ensure their accessibility and quality. The Union will organize elections for the positions of co-chair and members of the curriculum committees, as well as the faculty representative to sit on the policy committee of Academic Council on o(1)-2 (or)-2 (g)5 (a)-, (1)-2h

This Agreement shall continue in full force and effect until midnight August 31, 2025.

[Redacted signature area]

BY:

Judy

DATE

8/28/2022

Joyce Judy, President Community College of Vermont

VERMONT STATE COLLEGES

BY:

Gilbert H. [Redacted]

DATE:

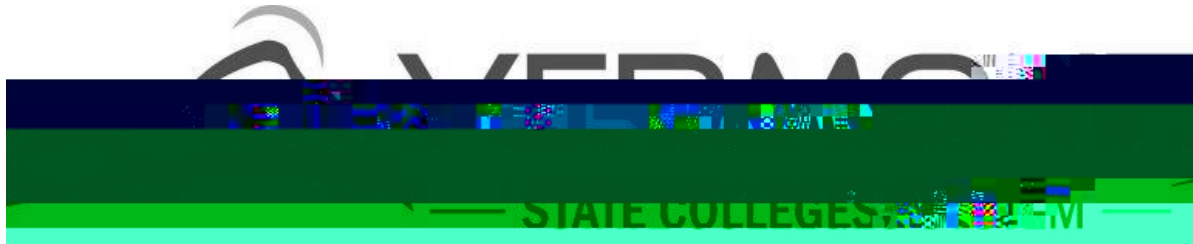
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Appendix A
Best Practices and Expectations for
Quality Online Learning

Part B. Best Practices and Expectations for High Quality Online Instruction

Learner Evaluation and Assessment Prompt, regular evaluation and feedback facilitate learning and communicate to students that their academic work is important. The ideal classroom...

- ... Includes learning assessment that aligns with course learning objectives and is supported by course activities and resources;
- ... Details specific criteria used to evaluate student work and participation;
- ... Displays grades and additional feedback in the gradebook within one week for any student work that factors into the final course grade;
- ... Presents diverse activities that provide opportunities for engagement and active student learning;
- ... Provides midsemester and final evaluations of students that are completed by the deadlines.



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