

Preamble

This Agreement is entered into this 27th day of August 2019 by and between Champlain College (hereinafter referred to as the “College”) and the Service Employees International Union, Local 200 United, (hereinafter referred to as the “Union”).

The Union and the College both respect and value the role of the adjunct faculty covered by this Agreement as essential contributors to a learning community. Our relationship is characterized by a spirit of professionalism, collegiality, mutual respect, and cooperation toward a common objective of providing an exceptional educational experience for the College’s students.

The Union recognizes and supports the commitment of the College to provide the very best in educational opportunities to all students and also recognizes and supports the distinctive nature and culture of Champlain College. The parties embrace the Mission Statement of the College and recognize that Champlain’s distinctive approach to higher education “permeates the delivery of relevant, rigorous student-centered programs in business, arts, applied technology and public service.”

The College recognizes and respects the Union’s commitment to advocating for the interests of its members.

The nature of our relationship is reflected in our ongoing collaboration to resolve issues of mutual interest as well as differences as they arise. The parties enter this Agreement in a spirit of hopefulness that issues that may arise between them can be settled in an amicable manner, recognizing that some issues may have to be addressed through the Grievance and Arbitration Article of this Agreement.

The College and the Union also agree that any public statements made during the term of this Agreement concerning any dispute or proceeding between the College and the Union will be consistent with the positive working relationship that the parties have committed to maintain.

Article 1

RECOGNITION AND BARGAINING UNIT DESCRIPTION

Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 1-RC-038152 on December 5, 2014, Champlain College hereby recognizes the Service Employees International Union, hereinafter referred to as the "Union," as the sole and exclusive collective bargaining representative of part time faculty in the following defined unit:

All part-time graduate and undergraduate faculty (adjuncts, lecturers or instructors) employed by Champlain College at its Burlington, VT campus, who teach at least one credit-bearing course (including hybrid and blended courses) in a degree-granting program and who are compensated on a per-course basis. An employee working for the College in another capacity who also teaches at least one credit-bearing course identified above and is compensated on a per-course basis shall not cause that employee to lose status as a bargaining unit member unless expressly excluded.

Excluded from the unit are any tenured or tenure-track faculty, full-time faculty, visiting or contract faculty, deans, provosts, administrators, department chairs, graduate assistants, graduate students, athletic coaches, and faculty who teach only online courses, courses at campuses other than the Burlington, VT Campus, non-degree granting courses and/or courses as a teaching supervisor, all other employees who are not compensated additionally for teaching, managers, confidential employees, guards and supervisors as defined by the Act.

Article 2

MANAGEMENT RIGHTS

Section 1. All management functions, rights, and prerogatives, written or unwritten, which have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the College and may be exercised by the College at its sole discretion. Such management functions, rights, and prerogatives include, but are not limited to, all rights and prerogatives granted by applicable law; the right to generally determine and effect the College's mission, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control College operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of employees; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, determine the content of evaluations, and determine the processes and criteria by which employees' performance is evaluated; to establish and require employees to observe College rules and regulations; to discipline or dismiss employees; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire or transfer; to determine all matters relating to employee hiring, retention, and student admissions; to introduce new methods of instruction; to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters.

Section 2. Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made at the sole discretion of the College.

Section 3. The College, in not exercising any function hereby reserved to it in this Article, or in exercising any such function in a particular way, will not be deemed to have waived its right to exercise such function or preclude the College from exercising the same in some other way.

Section 4. No action taken by the College with respect to a management or academic right shall be subject to the grievance procedures unless the exercise of such right violated an expressly written provision of this Agreement.

Article 3

ACADEMIC FREEDOM

Academic freedom is essential to the integrity of intellectual inquiry and scholarship, to the dissemination of knowledge, and to the search for truth and wisdom. It is the foundation upon which all of the intellectual activity of the College rests. Champlain College affirms the vital role of diverse perspectives in helping students to grow and succeed in the educational environment. The administration, faculty, staff and students share responsibility for fostering a climate that is favorable to the free exchange of ideas and to the examination of conflicting ideas and interpretations using generally accepted disciplinary standards of inquiry. Freedom of speech and expression extends to all members of the academic community, subject to commonly accepted limits as described below and in other College policies, such as, for example, the College's Nondiscrimination and Harassment Prevention Policy.

Faculty members are free to pursue scholarly interests without fear of censure, discipline or reprisal. This freedom extends to the display, publication and performance of creative work. Faculty may speak freely on all matters of College governance, and may speak, work, or act as an individual in the public arena without fear of institutional discipline or restraint.

A fundamental goal of higher education is the development of students' skills of analytical and critical inquiry. To this end, faculty are free to teach and discuss any aspect of a given topic pertinent to the course as a means of teaching students to explore and evaluate competing perspectives and interpretations as they learn to make their own informed judgments. Faculty have a concomitant responsibility to teach students to evaluate knowledge claims using generally accepted standards of evidence, and to promote respect for competing views offered by others. Students have the right to a safe classroom environment in which they explore controversial ideas in an atmosphere characterized by openness, tolerance and civility, and where they will be graded on the intellectual merits of their work.

The College endorses the principles of academic freedom. Specifically, the College affirms the following AAUP statement:

1. Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
2. Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject.
3. College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be

free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

Article 4

NON-DISCRIMINATION

Section 1. It is the policy of the College not to discriminate on the basis of an individual's race, creed, color, national origin, place of birth, ancestry, religion, age, sex, sexual orientation, gender identity or expression, marital or civil union status, veteran or military service status, HIV-positive status or qualified disability, or on the basis of any other status protected by state or federal law.

Section 2. It is also a violation of College policy to retaliate against any individual for filing a complaint of discrimination or for cooperating in an investigation of alleged discrimination (protected activity). Unlawful discrimination has no place at the College and offends the College's core values which include a commitment to equal opportunity and inclusion.

Section 3 It is also a violation of College policy to engage in discriminatory harassment. Harassment constitutes a form of discrimination and is defined as verbal or physical conduct or communications directed at, or made because of, an individual's race, creed, color, national origin, place of birth, ancestry, religion, age, sex, sexual orientation, gender identity or expression, marital or civil union status, veteran or military service status, HIV-positive status or qualified disability or on the basis of any other status protected by state or federal law, which has the purpose or effect of substantially interfering with the individual's employment or educational performance, or creating an intimidating, hostile or offensive environment.

Section 4. The Union acknowledges that, like other College employees, unit members covered by this Agreement are subject to College policies prohibiting discrimination and harassment, as referenced in this Article.

Section 5. The College shall not discriminate against any unit member on the basis of Union membership status or Union activity.

Article 5

UNION SECURITY AND DUES DEDUCTION

Section 1 It shall be a condition of employment that all adjunct faculty members covered by this Agreement who are members of the Union in good standing as of its effective or execution date, whichever is later, shall remain members in good standing, and those who are not members in good standing as of the effective or execution date of this Agreement, whichever is later, shall, on or after the thirtieth (30th) calendar day following the later of the effective or execution date, become and remain members in good standing of the Union.

Section 2 It shall also be a condition of employment that all adjunct faculty members covered by this Agreement who are hired on or after its effective or execution date, whichever is later, shall, on or after the thirtieth (30th) work day following the beginning of such employment either become or remain members in good standing of the Union.

Section 3 The Union may request that an adjunct faculty member who fails to join the Union and maintain Union membership shall be dismissed. If the Union makes such a request, the College shall comply. Prior to any dismissal, the adjunct faculty member shall be offered an opportunity within thirty (30) calendar days, following the written notification from the Union to the College requesting discharge, to pay the required dues, initiation fees and/or representation fees that have not been tendered. If the faculty member fails to pay within that time period, and the Union so verifies, the College shall dismiss the faculty member, provided, however, that no such dismissal shall take effect during a semester in which the faculty member is teaching a course or courses. In such case, dismissal will be at the conclusion of the semester.

Section 4 Each payday, the College shall deduct from an adjunct faculty member's wages a sum of dues owed the Union and authorized under the federal labor law, provided the faculty member has furnished the College a written assignment executed in accordance with law. The Union will provide to the College a suitable form for the authorization of this payroll deduction and as to new faculty, the College will include that form in his/her initial employment packet.

Section 5 The Union shall be ultimately responsible for obtaining executed written assignments from existing faculty. However, the College shall cooperate with the Union in seeking compliance with this provision by notifying covered faculty at their time of hire of the existence of this agreement and by providing them with union membership and pay deduction materials supplied by the Union. Such materials will include the cost of union dues. Materials voluntarily completed by the faculty member and returned to the College shall be promptly remitted to the Union.

Section 6 Payment of Union dues and/or fees may be made via the check off procedure provided by this Article. The Union shall establish and certify in writing to the College Office of Human Resources the amount of dues. The payroll deduction authorization form shall also be provided by the Union to the College.

Section 7 On or about the 15th of the month following the deductions, monies so deducted by the College shall be transmitted by mail or electronically to the Union Treasurer or other Union designee. Such deductions shall continue until instruction to cease payroll deductions is given in writing by the adjunct to the College Office of Human Resources.

Section 8 A faculty member shall be free to revoke his/her dues check-off authorization at any time by notifying the College Office of Human Resources in writing. Following receipt of any check-off revocation, the College shall notify the Union, in writing, of the revocation.

Section 9 It is agreed that the College shall assume no financial or other obligation arising out of the provisions of this Article. The Union hereby agrees that it shall indemnify, defend and otherwise hold the College harmless against any and all claims, demands, actions or proceedings by an adjunct arising out of or by reason of action the College takes pursuant to this Article.

Article 6

INCLUSION IN ACADEMIC COMMUNITY

Section 1 The parties recognize that adjunct faculty members make valuable contributions to the College's academic community. Adjunct faculty members are free to participate in public lectures, public talks of candidates and other community academic activities.

Section 2 When invited to do so by their deans and supervisors, adjunct faculty may participate in providing feedback on curricular issues relevant to the courses they teach or have taught.

Section 3 Adjunct faculty members' participation in academic meetings, activities and governance will vary depending on the purpose of the meeting or activity. Divisions and academic units may, but are not required, to invite adjunct faculty members to participate in meetings and activities.

Section 4 An adjunct faculty member shall not be entitled to any additional compensation as a result of participating in these types of meetings and activities, unless provided for in this Agreement or the unless the adjunct faculty member's participation is required by the College and additional compensation is agreed to in writing between the adjunct faculty member and the College.

Article 7

UNION RIGHTS

Section 1 The representatives of the Union shall have reasonable access to the College's academic facilities for the transaction of necessary Union business relating to this Agreement as long as normal business and classroom activities are not disrupted. The Union agrees to comply with all College regulations and policies regarding the use of College facilities, including following proper procedures for reserving meeting rooms.

Section 2 The Union shall have access to meeting space on campus for the purposes of conducting necessary Union business relating to this Agreement, subject to the same procedures as other campus organizations.

Section 3 The College shall recognize the faculty member designated by the Union as workplace leaders to adjust grievances, process disciplinary appeals and for meeting with a grievant or with the College, and to attend to other matters related to the administration of this Agreement. The Union will notify the Provost's office at the beginning of the academic year as to who will be the designated workplace leaders.

Section 4 Workplace leaders shall be provided with a reasonable opportunity to address new adjunct faculty members at the regular College orientation for adjunct faculty to present basic information about the Union and Union membership.

Section 5 The College shall furnish bulletin boards, which shall be placed in accessible locations designated and provided by the College, and shall permit representatives of the Union to post notices pertaining to the bargaining unit. The Union shall monitor the bulletin boards and shall promptly remove inappropriate or outdated material. The Union agrees that it will not post materials derogatory to the administration.

Article 8

BARGAINING UNIT INFORMATION

Section 1. By October 1 of the Fall semester and February 15 of the Spring semester, the College will provide the Union with a list of bargaining unit members.

Section 2. The list shall include the following information:

- a. The name of the unit member, home address and home and cell phone numbers to the extent the unit member had provided such numbers
- b. The College email address for the unit member
- c. The initial date of hire as an adjunct faculty member
- d. The assignment for the given semester, including the course title(s), credits per course and pay rate
- e. The unit member's immediate supervisor, with name and title and contact information; the division, department or program in which the unit member teaches and the name and title of the chief administrative officer of that division, department or program.

Article 9

FACULTY RIGHTS

Section 1 Adjunct faculty members will follow the College's policy on plagiarism and the student code of conduct.

Section 2 If there is a standard course syllabus, an adjunct faculty member who is teaching a course for the first time at the College shall receive from the Dean/Department Chair/Program Director or designee, within a reasonable time but no later than three (3) weeks before the beginning of his/her teaching assignment, a copy of the standard course syllabus to be used in the course. If there is no standard course syllabus, then the adjunct faculty member shall develop a new syllabus in consultation with the Dean/Department Chair/ Program Director or designee.

Section 3 Any written divisional expectations on course curricula, teaching and grading responsibilities, student assignments and other expectations shall be made available to the adjunct faculty member before the beginning of the course.

Section 4 Adjunct faculty members at the College shall enjoy the same intellectual property rights, and shall be subject to the same responsibilities regarding intellectual property, as do full time faculty members.

Article 10

ACCESS TO SERVICES

Section 1 New adjunct faculty members will be invited to the new faculty member orientation at the beginning of the term.

Section 2 Adjunct faculty members will have access to the Adjunct Faculty Resource Manual. In addition, any written departmental Mission Statement, faculty handbooks, guidelines or procedures, to the extent they exist, shall be made available to the adjunct faculty member before the beginning of the course, with updates as available.

Section 3 If the adjunct faculty member has prior approval by the Dean or designee to purchase supplies, materials and/or software for a course, s/he will be promptly reimbursed in accordance with the College's expense report policy and procedures.

Section 4 All proposed course-related field trips must be approved in advance by the relevant administrator, and, if approved, adjunct faculty members must abide by applicable guidelines and policies relating to such field trips. If a faculty member received prior approval by the Dean or designee to cover the costs of the approved field trip or similar expenses, s/he will be promptly reimbursed in accordance with College policy.

Section 5 To the extent such equipment and services are available, adjunct faculty members shall have access in the department to computers with Internet access, printers, photocopiers, tech support through the Help desk and clerical/administrative support in order to prepare for classes and serve students. Adjunct faculty members who teach after 5:00 pm and on weekends will make reasonable arrangements in advance with the operations manager in order to access equipment or services to prepare for class.

Section 6 Adjunct faculty members shall be provided with individual mailboxes in each division to receive student papers, campus and other mail.

Section 7 Adjunct faculty member shall have access to email and free wifi for the term of their appointment, and will not lose such access between semesters, unless no subsequent appointment offer has been made. In such case, email will continue for three (3) months after the end of the last semester taught subject to the College's policies on the use of email and data security. In cases where the College has terminated an adjunct faculty member during an appointment, there will be an immediate termination of access to any College services, support or facilities.

Section 8 Adjunct faculty members shall have access to appropriate space to prepare for class, meet with and advise students, including private space when necessary. Prior to any decisions made at the departmental or college level related to allocation of office space, the Chair, Program Director, or designee shall meet with affected adjunct faculty members to discuss proposed changes and possible alternatives.

Section 9 Adjunct faculty members shall have full access to library services for the term of their appointment and will not lose such access between semesters.

Section 10 Adjunct faculty members will be welcome to participate in available pedagogical training and/or guidance in teaching methods and grading criteria, curriculum development, or assistance in understanding expectations of faculty at the College.

Article 11

GRIEVANCE AND ARBITRATION

- A. A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement.

- B. A prompt and efficient method of settling grievances, as herein defined, is both desirable and necessary. This is the sole and exclusive procedure for the resolution of grievances under this Agreement. Moreover, notwithstanding the availability of the formal procedures of this Article, it is agreed an informal resolution of any dispute is desirable. The parties agree that such informal resolution shall occur, if possible, by direct discussion between the Union and the College.

- C. *General Provisions*
 - 1. Any reference to “days” shall mean calendar days, unless otherwise specified.

 - 2. The filing or pendency of a grievance under the provisions of this Article shall not prevent the College from taking the action complained of, subject, however, to any final resolution of the grievance or the final decision of the arbitrator.

 - 3. Failure by the Grievant to comply with the time limitations of Step One shall preclude any subsequent filing of the grievance.

 - 4. All time limits herein may be extended by mutual agreement expressed in writing.

 - 5. Unless the parties have agreed in writing to a specific extension of time, any grievance, appeal or demand for arbitration which is not filed at each step within the time limits contained herein shall be deemed waived and there shall be no further processing of the grievance, appeal or any arbitration thereon.

6. Failure by the College at any step to communicate its response within the specified time limits shall permit the Grievant to proceed to the next step.
 7. An individual employee may be represented by a Union representative at meeting held pursuant to Steps 1 and 2 of this procedure.
- D. An aggrieved unit member or the Union shall present a grievance within twenty-one (21) days after the grievant became aware of, or reasonably could have known about, the action being contested. The grievance must be reduced to writing and must specify the nature of the grievance, the provision(s) of this Agreement at issue, and the relief requested.

E. The following steps shall be followed in the processing of grievances:

Step 1 The unit member or Union shall file the grievance with the Dean to whom the unit member reports. The Dean or his/her designee shall conduct a meeting for the purpose of attempting to resolve the grievance, such meeting to normally be scheduled within fourteen (14) days of the receipt of the Step 1 grievance. The Dean or his/her designee may also have another administrator present at such a meeting. If the grievance cannot be resolved at that level, the Dean or designee shall write an answer and send it to the Union within fourteen (14) days of the meeting.

Step 2 If the grievance is not resolved at Step 1, the unit member or Union may appeal the grievance to the Provost at Step 2 within fourteen (14) days of receipt of the Step 1 response. The Provost or his/her designee shall conduct a meeting for the purpose of attempting to resolve the grievance, such meeting to normally be scheduled within fourteen (14) days of the receipt of the Step 2 grievance. If the grievance is not resolved at that level, the Provost or his/her designee shall write an answer and send it to the Union within fourteen (14) days of the meeting.

Step 3 Arbitration

A grievance not resolved at Step 2 may be appealed by the Union to arbitration by the Union sending a written notice of its intent to arbitrate to the Provost within thirty (30) days of the receipt of the Step 2 answer. Only the Union may process a grievance to arbitration.

In such a case, the parties will attempt to agree upon an arbitrator. However, if they cannot agree, then, within thirty (30) days of the Union's notice of appeal to arbitration, the Union will request a list from the American Arbitration Association and selection shall be made in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

1. Arbitration will be conducted in accordance with the Rules of the American Arbitration Association.
 2. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator shall be borne equally by the parties.
 3. The costs for the services of the Arbitrator, including his/her fees and expenses, and any administrative fees charged by AAA, and the cost of any hearing transcript, shall be borne equally by the Union and the College.
 4. Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.
 5. The jurisdiction and authority of the Arbitrator and the opinion and award of the Arbitrator shall be confined exclusively to the interpretation and/or application of the express provision or provisions of this Agreement at issues between the Union and the College. Arbitrator shall have no power to add to, detract from, alter, amend, modify or disregard any of the provisions of this Agreement. The Arbitrator shall have no jurisdiction or authority to issue any award changing, modifying or restricting any action taken by the College on matters committed to the College's discretion under Article 2 (Management Rights) which are not further abridged by other terms of this Agreement.
 6. If the arbitration involves a claim by the Union that an employee has been discriminated against because of his/her union activity or membership, the Arbitrator will specifically address that issue in his/her decision and will follow the established case law of the National Labor Relations Board in interpreting such cases.
 7. The decision of the Arbitrator shall be final and binding on the parties, although each side retains whatever rights it has under state or federal law to challenge the decision and award.
- F. All time limits herein may be extended by mutual agreement expressed in writing.
- G. In the event an individual unit member and the College settle a dispute at any stage without the written and express agreement of the Union, that settlement will not create a precedent for either party in the interpretation or application of this Agreement.

Article 12

PERFORMANCE EVALUATION

1. The purpose of performance evaluation is to ensure that the adjunct faculty member's efforts align with the College's mission and expectations for quality teaching practices. In addition, such evaluations can be used to improve instruction; to aid in determining the retention of adjunct faculty; to aid in deciding promotional considerations under this Article; and to provide information to be used in deciding upon teaching assignments. Performance evaluation criteria and processes in this article refer to campus-based teaching as evaluated by campus divisional Deans or designees.
2. Student Evaluations: Every adjunct shall be evaluated by the students in each class each semester, using College-approved course evaluation processes and forms, which may also include division-specific questions.
 - a. At the end of each semester, the Dean, or designee, will review the course evaluations and may notify the adjunct faculty member of areas of excellence or of concern in writing. Not all adjunct faculty will necessarily receive written feedback on each course taught
 - b. Adjunct faculty members are responsible for the timely review of their own student course evaluations and taking advantage of any College resources that may be available for the improvement of teaching and for aligning classroom practice with course objectives.
3. No formal written evaluations will be done on adjunct faculty until they have taught at least 36 credits at the College. However, prior to that point, the Dean or designee has overall responsibility for the evaluation of all adjunct faculty members. The Dean or designee may take the faculty member's performance into account in any decision on appointment or assignment of courses. This ongoing evaluative function can include the following:
 - a. The Dean or designee may review syllabi and applicable course materials, examine assessment methods, observe teaching and review student course evaluations to evaluate teaching effectiveness. The Dean, or designee, may also

take into consideration student complaints and commendations, both written and oral, about an adjunct faculty member's performance as well as any disciplinary record.

- b. In order to assess teaching effectiveness, the Dean or designee may, but is not required to, visit the classes of any adjunct faculty member under his/her supervision as the need arises as determined by the Dean, or designee.
 - i. Such observations will be arranged in advance after discussion between the Dean, or designee, and the adjunct faculty member.
 - ii. The adjunct faculty member shall provide class materials such as syllabi and/or course assignments to the Dean, or designee, and/or explain any particularly relevant aspects of the course.
 - iii. The Dean, or designee, shall write a summary of the classroom visit and share it with the adjunct faculty member. The adjunct faculty member is free to add his/her own comments and materials about the observation summary. Such summary by the Dean, or designee, as well as any comments by the adjunct faculty member, shall become part of the adjunct faculty member's personnel file. Upon request to be made within seven (7) days of the receipt of the Dean's or designee's summary, the adjunct faculty member will be granted a meeting within a reasonable period of time with the observer to discuss the observation summary.

4. Formal Level I Evaluation. After successfully completing 36 credits of teaching instruction at the College, which need not be consecutive, an adjunct faculty member will receive a formal Level I written performance evaluation by the Dean or his/her designee. This formal evaluation will also be used to consider an adjunct faculty member's desire to obtain an annual appointment consistent with Article 13 Appointments and Assignments.

- a. This evaluation will take into account student evaluations; syllabi and applicable course materials, a review of the faculty member's assessment methods, and at least one classroom observation. The Dean or designee may also take into consideration any student complaints and commendations, both written and oral, about a faculty member's performance or any disciplinary actions. The adjunct faculty member may also include for the Dean's consideration any record of professional pedagogical training in which they have participated including either College on campus training or training outside the College. The Dean or designee will take into consideration such information in the written performance evaluation.

- b. The adjunct faculty member will receive a copy of the written performance evaluation and is free to add his or her own comments about the evaluation or about his or her performance generally. The adjunct faculty member may also ask for a meeting with the Dean or his/her designee to discuss the evaluation.
 - c. Such written evaluation by the Dean, or designee, as well as any comments by the adjunct, shall become part of the faculty member's personnel file.
5. Senior Adjunct Faculty Promotion Evaluation. After successfully completing 51 credits of instruction at the College (48 credits effective September 1, 2021), which need not be consecutive, an adjunct faculty member will receive a Level II written performance evaluation by the Dean or his/her designee and a review for promotion to Senior Adjunct Faculty. The Dean or his/her designee will conduct this evaluation in the same manner at the formal Level I review.
6. After successfully completing 108 credits of instruction at the College, which need not be consecutive, a Senior Adjunct Faculty member will be evaluated for the preceding 57 credits of teaching (60 credits effective September 1, 2021) via the same Level I review method.
7. At the Dean's, or his/her designee's discretion, additional evaluations may be administered on a periodic basis for the duration of the Senior Adjunct Faculty member's teaching appointments.
8. In addition to the formal reviews, the Dean or his/her designee may do a written evaluation on an adjunct faculty member or Senior Adjunct Faculty member at any time should evidence of concern be demonstrated, regardless of whether the adjunct faculty member or Senior Adjunct Faculty member's review timeline is in effect.
9. For formative development of teaching, the College encourages any adjunct faculty member to invite any other faculty members at the College into their classrooms to provide feedback on pedagogy. The observer may, but is not obligated to, summarize the classroom observation in writing. The observer will not be compensated for observations or write-up time and elects to do so on a voluntary basis. Any summary of peer observations, with a maximum of two per year, may be designated by the adjunct faculty member as an official College record of the peer observation and placed in the adjunct faculty member's personnel file. There shall be no penalty for refusing to volunteer to be a peer observer or for not inviting a peer observer into a faculty member's classroom.

10. While a non-reappointment based on performance may follow any of the formal evaluations under this Article, it is understood that a decision not to appoint an adjunct faculty member or Senior Adjunct Faculty member to a subsequent semester or term may occur after any semester and not solely following semesters in which classroom observations and/or formal evaluations have taken place

Article 13

APPOINTMENTS AND ASSIGNMENTS

1. All adjunct faculty appointments and the course assignments for those appointments will be made by the Dean of a particular division, or his/her designee, or by another appropriate administrator at the College.
2. Appointments shall be made on a semester/term or annual basis only as provided for in this Article and shall be limited in duration to the particular semester/term or academic year for which the adjunct faculty member is retained. No appointment shall create any right, interest or expectancy in any further appointments beyond its specific term.
- 3.—Adjunct faculty will normally receive semester/term assignments. When a faculty member has taught 36 credits of instruction at the College, s/he is eligible to be considered for an annual appointment.

If the adjunct faculty member is desirous of receiving an annual appointment, s/he must notify his or her Dean during the first four weeks of the semester in which s/he will complete her/his 36th credit of instructional work at the College or during the first four weeks of any semester thereafter. The adjunct faculty member will then be formally evaluated and considered for an annual appointment to be effective in the next academic year following such notice.

Such annual appointments will include a minimum of one course assignment for each of the Fall and Spring semesters of the academic year for which the appointment is made.

4. The Dean in his or her discretion shall decide whether or not to offer an annual appointment to an eligible faculty member who has submitted notice per Section 3. In making such decision, the Dean may take into account the following factors
 - i. the formal evaluation performed following minimum credit eligibility as indicated in Section 3 above
 - ii. consideration of the performance of the faculty member over his or her previous semesters

- iii. the needs of the department, program or division
- iv. the credentials and qualifications (including sub-specialties and areas of particular expertise) of the adjunct faculty member;
- v. the teaching experience of the adjunct faculty member;
- vi. the adjunct faculty member's seniority as defined in section 13;
- vii. his/her stated availability.

ASSIGNMENTS

- 5. Each semester, the College shall determine the courses available to adjunct faculty members and when such courses shall be offered.
- 6. The College reserves the right to give preference to full-time faculty for teaching courses on an overload basis or otherwise or to full-time or part-time professional staff members, supervisory or managerial employees prior to offering courses to adjunct faculty.
- 7. After deciding upon any assignments under Section 6, the College shall consider the following factors in deciding whether an adjunct faculty member will receive an available assignment:
 - (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 adjunct faculty member's professional activity in his or her field
 - (3) the teaching experience of both current and other available faculty members from within and outside the College;
 - (4) evaluations and work performance of unit faculty members;
 - (5) the needs of the department, division or program

(6) the stated availability of unit faculty members based on the submission of the availability form referred to in Section 9 below.

(7) the adjunct faculty member's seniority as defined in Article 13, section.14

~~8.~~—Adjunct faculty members shall teach no more than nine (9) credits College-wide in any semester.

9. Any adjunct who is interested in teaching for a given semester or academic year shall complete and submit a teaching availability form indicating her/his availability for assignments for an upcoming semester which shall include the times and days of the week he or she can teach and an indication of how many credits the adjunct faculty member would like to be assigned and any preferences for courses to which the adjunct faculty member would like to be assigned.

a. Such availability form, attached to the contract as Appendix A, shall be submitted no later than December 15 of the preceding academic year for the subsequent Fall semester and no later than August 1 for the subsequent Spring semester.

b. Any failure to return the form by the deadlines indicated in this Section may render the adjunct faculty member ineligible for consideration for appointment for the semester being planned.

c. It is understood that the receipt of a teaching availability form by the College does not obligate the College in any way to provide an appointment or a particular assignment to the adjunct faculty member, nor does the submission of the form guarantee either the schedule or number of credits sought by the adjunct faculty member or the courses for which the adjunct faculty member has expressed preference.

10. While the hiring administrator may discuss tentative course assignments with the adjunct earlier, the College shall formally make an offer of appointment to the adjunct faculty member no later than July 15 for the Fall and by December 15 for the Spring semesters. The formal appointment letter will have particular course assignments. The adjunct faculty member must accept the offer by signing and returning the appointment letter within 15 calendar days of the date of the letter or the College may then offer the course(s) to another person.

11. Once such an appointment is made, any changes in assignment which may occur after the issuance of an appointment letter will be made with the mutual agreement of the adjunct faculty member and the Dean or designee.

12. If, after s/he has accepted a formal offer of appointment under Section 10 above, an adjunct faculty member's assigned course is cancelled due to insufficient enrollment or other reasons, or if the course is re-assigned to a full-time faculty member or staff member, the College shall notify the adjunct faculty member as soon as possible. In such cases, the adjunct faculty member shall be paid \$1000.
13. Any decision to assign an interested unit adjunct faculty member to graduate courses or summer courses will be made in the sole discretion of the Dean and denial of a request to teach such courses is not grievable.
14. Seniority. Seniority under this Article shall be based upon the number of credits an adjunct faculty member has taught at the College.
15. Open full time faculty positions
 - A. The College will post any openings for full time faculty positions under its normal procedures. An adjunct faculty member may apply for such positions and will be given the same good faith consideration as other candidates provided they meet the minimum qualifications of the position.
 - B. College and departmental experience shall be considered during the hiring process. Evaluations from teaching at the College can be submitted for consideration in the application process.

If the hiring committee in consultation with the People Center considers the adjunct faculty member to have met the minimum qualifications of the position, as described in the job posting, then such adjunct faculty member will be given a first-round telephone interview for the full-time position.

Any grievance involving this section B may be filed at Step 2 of the Grievance Procedure instead of Step 1.
 - C. Under no circumstances can either the Union or the adjunct faculty member grieve the denial of a full time faculty position.

Article 14

DISCIPLINE AND DISCHARGE

Section 1. Discipline may include written warnings, unpaid suspensions or discharge. A faculty member will not be disciplined, suspended or discharged without just cause.

Section 2. Discharge for purposes of this Agreement shall mean the termination of an adjunct faculty member's appointment prior to the expiration of that appointment. Discharge does not include the non-reappointment of an adjunct faculty member nor does it mean the failure to offer an appointment to an adjunct faculty member.

Section 3. It is understood that the College, in addition to issuing disciplinary action, may also include with such discipline reasonable remedial measures, when appropriate, with which the adjunct faculty member must comply, provided the remedial measures are rehabilitative rather than punitive.

Section 4. Discipline for purposes of this Article shall not include performance reviews.

Section 5. At the discretion of the Provost, an adjunct faculty member may be placed on paid administrative leave to permit the College to investigate potential or alleged misconduct that may result in discipline. Being placed on paid administrative leave is not itself a disciplinary action.

Section 6. A faculty member may request that a Union representative be present at any investigatory meeting that the faculty member reasonably believes may lead to discipline and/or at any meeting where discipline is to be administered. Such requests shall not unreasonably be denied.

Article 15

WORKLOAD

1. Adjunct faculty members are expected to be familiar with and abide by all written policies, expectations and procedures of the department, division, program and College. This includes the Adjunct Faculty Resource Manual, as may be amended from time to time. The College will notify unit members of specific changes to the Resource Manual at least 60 days before they take effect. The administration will be available to discuss changes prior to implementation.
2. Adjunct faculty are expected to uphold the philosophy, objectives, rules and regulations of the College as published on the College's website.
3. The workload of adjunct faculty members includes the effective teaching of courses assigned to them in accordance with any departmental, divisional or College guidelines and their availability to students for course consultations through email and personal meetings. In conducting their classes faculty members shall communicate the educational goals and objectives of each course as set forth in the approved course description and syllabus, and then meet those goals and objectives during the semester. They are responsible for the overall instructional quality and overall conduct of the courses which they teach. While not required to keep specific office hours, adjunct faculty members will make themselves available for personal meetings with students outside of class at mutually convenient times.
4. An adjunct faculty member's teaching shall be guided by the course description and syllabus, requirements of effective teaching, adherence to academic and professional standards, and encouragement of the spirit of inquiry among students.
5. Adjunct faculty members will be required to attend any required department, divisional or College meetings held within one week of the start of classes.
6. Adjunct faculty members shall submit to their department administrator in advance to the first scheduled day of classes, or in accordance with any specific department or divisional guidelines, a copy of a written course syllabus for each course being taught. Adjunct faculty are required to provide a course syllabus and outline of assignments to each student no later than the first day of class.

7. A summary of the course content and the basis for grading must be included in the course syllabus. In addition, the Adjunct Faculty Resource Manual will list other elements that must be included in any syllabus.
8. Adjunct faculty members shall meet classes on time, and hold classes for the full period. Cancellation of classes shall only be in cases of illness or other good cause. In cases where an adjunct faculty member must cancel a class, s/he will follow the procedures and requirements delineated in the Adjunct Faculty Resource Manual.
9. The time and/or location of each course may not be changed by faculty without prior notification to and approval by the department chair or designee and Registrar.
10. Adjunct faculty member will submit grades to the Registrar or other appropriate office by the Registrar's deadlines, and will submit attendance verification reports via WebAdvisor or other modes as determined by the College.
11. Adjunct faculty members shall promptly report to their Academic Dean matters requiring potential academic or non-academic disciplinary action against students under applicable College policies and procedures relating to academic integrity and codes of conduct, and shall participate or cooperate, as appropriate, in any resulting disciplinary proceedings in accordance with those policies and procedures.
12. Adjunct faculty members will be required from time to time to attend College training sessions on legal issues, program planning and other topics as determined by the College. In its discretion, the College may conduct some of this training through on-line programs.
13. Adjunct faculty are required to use their College email account for all work related to their employment at the College.

Article 16

SALARY and BENEFITS

1. Adjunct faculty will continue to be compensated based on the existing three-credit course rates until ratification of a new collective bargaining agreement by the Union. Those rates are as follows:

Adjunct faculty and Senior Adjunct Faculty will be paid based on the following minimum courses rates for a three-credit course, assuming satisfactory performance:

Adjunct faculty	0-60 credits	4000
Sr. Adjunct faculty	61-120 credits	4287
Sr. Adjunct faculty	121 credits or more	4391

2. Effective September 1, 2019, Adjunct Faculty and Senior Adjunct Faculty will be paid based on the following minimum courses rates for a three-credit course, assuming satisfactory performance:

Adjunct faculty	0-51 credits	4120
Sr. Adjunct faculty	52-108 credits	4416
Sr. Adjunct faculty	109 credits or more	4523

All of the above course rates reflect a 3.0% increase over FY 19 rates.

3. Effective September 1, 2020, Adjunct Faculty and Senior Adjunct Faculty will be paid based on the following minimum courses rates for a three-credit course, assuming satisfactory performance:

Adjunct faculty	0-51 credits	4285
Sr. Adjunct faculty	52-108 credits	4593

Sr. Adjunct faculty 109 credits or more 4704

All of the above course rates reflect a 4.0% increase over FY 20 rates.

4. Effective September 1, 2021, Adjunct Faculty and Senior Adjunct Faculty will be paid based on the following minimum courses rates for a three-credit course, assuming satisfactory performance:

Adjunct faculty	0-48 credits	4414
Sr. Adjunct faculty	49-108 credits	4731
Sr. Adjunct faculty	109 credits or more	4845

All of the above course rates reflect a 3.0% increase over FY 21 rates.

5. Effective September 1, 2022, Adjunct Faculty and Senior Adjunct Faculty will be paid based on the following minimum courses rates for a three-credit course, assuming satisfactory performance:

Adjunct faculty	0-48 credits	4546
Sr. Adjunct faculty	49-108 credits	4873
Sr. Adjunct faculty	109 credits or more	4990

All of the above course rates reflect a 3.0% increase over FY 22 rates.

6. Effective September 1, 2023, Adjunct Faculty and Senior Adjunct Faculty will be paid based on the following minimum courses rates for a three-credit course, assuming satisfactory performance:

Adjunct faculty	0-48 credits	4682
Sr. Adjunct faculty	49-108 credits	5019
Sr. Adjunct faculty	109 credits or more	5140

All of the above course rates reflect a 3.0% increase over FY 23 rates.

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7. The course rates for adjunct faculty and Senior Adjunct faculty will vary depending on the number of credits that the adjunct faculty member or Senior Adjunct faculty member has taught at the College.
8. If an adjunct faculty member is not promoted to Senior Adjunct but is nevertheless retained, s/he will continue to be paid at the Adjunct Faculty rate. If a Senior Adjunct does not receive a satisfactory performance evaluation at the 109 credit review, s/he will continue to be paid at the 52- 108 credit rate. (Effective September 1, 2021, the 49-108 credit rate).
9. Movement to a new salary range is dependent upon a satisfactory evaluation at the 52 credit and 109 credit levels. A performance evaluation will be conducted in the semester in which the adjunct will complete 51 credits (Effective September 1, 2021, 48 credits). or 108 credits, respectively. If satisfactory, the new rate will go into effect the following semester. If the evaluation is not satisfactory and if the adjunct faculty member is retained, s/he will be evaluated the following year, and if satisfactory, will receive the new per course rate following that evaluation.
10. Adjunct faculty members have access to the following benefits:
 - a. With Champlain ID, free rides on CCTA buses for free, including any of the CCTA LINK routes and LINK commuter routes
 - b. Adjunct faculty are free to contribute to a 403(b) Retirement Plan with pre-tax dollars.
 - c. Access and use of the Miller Information Commons
 - d. Access and use of the Champlain Fitness Center
 - e. Access to the College's Employee Assistance Program
 - f. Discounted 25-Meal Plan
 - g. One free audited course per calendar year on a space available basis

Article 17

PROFESSIONAL DEVELOPMENT FUNDING

Section 1. The College shall create a Professional Development Fund through which adjunct faculty members may apply for reimbursement for professional development opportunities which will contribute to the improvement of teaching. Reimbursement for approved activities will be in accordance with the College's travel and reimbursement policies and procedures.

Section 2. The College shall contribute twenty thousand dollars (\$20,000) in each of FY 20 and FY 21 and twenty-one thousand dollars (\$21,000) in FY 22, FY 23 and FY 24 to this Fund.

Adjunct faculty members may apply for up to \$1000 from this fund.

Section 3. These funds will not roll over from one fiscal year to the next.

Section 4. To be eligible for Professional Development funds, an adjunct faculty member must have taught at least 12 credits at the College. In order to receive funding, the eligible adjunct faculty member shall submit a request in advance of the proposed activity indicating how the opportunity will enhance his or her pedagogy and stating the expenses for which he or she is requesting reimbursement.

Section 5. Request for funds shall be submitted to the Provost. Applications that meet the criteria for such funds will be approved on a first-come first-served basis. The Provost will make final decisions on all applications. Denial of a request for professional development funds shall not be grievable.

Section 6. A report on how the funds were distributed and to whom will be made available to the Union at the close of each fiscal year.

Section 7. In-House Pedagogy

Adjunct faculty are free at any time to attend in-house pedagogy programs as designated by the Provost that are held on campus. While such attendance is not generally compensated, the parties agree that, once each semester, an adjunct faculty member will be entitled to be compensated the sum of \$75 after completing attendance at one such designated program that semester and notifying the Provost's Office in a timely manner.

Article 18

PAYDAY

Section 1 An adjunct faculty member shall be paid on a timely basis, in accordance with the College's normal business operations, for the teaching and other compensable duties s/he performed, provided the adjunct faculty member had submitted to the College all documentation and information necessary for the processing of said payment. Included in this documentation and information is the signed and returned contract for all adjuncts, and, for those adjuncts who are new to the College, completion of onboarding, successful completion of background and educational checks and completed I-9 documentation. This information must be fully completed and submitted prior to the first day of classes.

The bi-weekly pay date is paid the following Friday after the completion of the two week pay period. Therefore, in no instance shall an adjunct receive their first initial paycheck of each semester any later than three (3) weeks after the first day of class.

Section 2 Adjunct faculty member shall receive an itemized pay stub, in paper or electronic form at the College's discretion. The precise pay day shall be the same day set for others in the College who are in bi-weekly pay period schedule.

Article 19

LABOR-MANAGEMENT COMMITTEE

The parties recognize the benefit of periodic meetings during the life of the Agreement where matters of mutual concern may be discussed. Accordingly, the Provost and up to two (2) additional administrator will meet once a semester with up to three (3) Union workplace leaders to discuss issues affecting the bargaining unit. Either side may ask for a second additional meeting. These meetings shall not be used for negotiations or to discuss pending grievances. The meetings will be held within three weeks of either party sending written notice to the other of its intent to meet.

Article 20

HEALTH AND SAFETY

Section 1. The College shall provide faculty members safe working conditions and workplace protections that meet OSHA standards and other applicable state or federal regulations governing workplace safety. The College will comply with all such applicable state and federal laws and regulations regarding health and safety.

Section 2. An adjunct faculty member has a duty to promptly report any health or safety issues to his/her Dean.

Article 21

PERSONNEL FILES

Section 1. Each employee's official electronic personnel file is maintained by the Human Resources and Organizational Development Office. Consistent with the College's practice for all of its faculty and employees, the Human Resources Associate Vice President is responsible for taking reasonable steps to ensure the confidentiality of personnel files. Since personnel files are electronic, they can be accessed only in the HR office; however, HR staff can make copies and email it to employees at their request.

Section 2 An employee is entitled to know what documents are in his/her official personnel e-file and to review them periodically, with an appointment. The only exception to this is a reference obtained in confidence from previous employers or supervisors. No employee may remove documents permanently from the personnel file, but employees may request to have single copies reproduced for personal use or emailed to them.

Section 3 Each employee is responsible for keeping their personnel file current and reporting changes in personal information to the extent that such changes are relevant to employment, as changes in an employee's name, address, telephone number, marital/civil union status, dependents, emergency contact information and educational courses or additional training completed. Name changes require a certified certificate or court document. Degree changes require an official transcript be sent to the HR office.

Article 22

NO STRIKE- NO LOCKOUT

1. During the term of this Agreement, or any extension thereof, the Union, its representatives, agents and members, will not cause, assist, encourage, participate in, condone, ratify or sanction any, strike, sympathy strike, work stoppage, sit-down, slow-down, curtailment of work, withholding or delaying any grades, syllabi, assessments, academic evaluations or other documents, nor shall any bargaining unit member engage in such conduct.
2. Any bargaining unit member engaging in any conduct prohibited by this Article is subject to immediate disciplinary action, including discharge. The question of whether the unit member violated this Article is subject to challenge under the Grievance Procedure of this Agreement. However, the College's decision to discipline, suspend or discharge a unit member for such violation shall not be subject to challenge under the Grievance Procedure.
3. In the event that any unit member violates the provisions of paragraph 1, the Union shall immediately inform such unit member(s) through all reasonable means that such action is prohibited under this Agreement and that such unit member(s) should cease such action and return to full, normal, and timely work. The Union shall also distribute to the unit member(s) and the College a written notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union. Such distribution shall be made within 24 hours of notice to the Union from the College that there has been a violation of this Article.
4. During the term of this Agreement, or any extension thereof, the College agrees that it shall not lock out any of the unit members covered by this Agreement.

Article 23

SEPARABILITY

If any provision of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency that has 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 the invalid provision had never been part of the Agreement. In such an event, the remainder of this Agreement shall continue to be binding upon the parties to it.

In such event, upon thirty (30) days' notice from either side, the parties agree to re-negotiate any provision that has been invalidated.

Article 24

EFFECT OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed 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 opportunity are fully and exclusively set forth in this Agreement. Therefore, the College and the Union, for the life 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 in this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its terms, subject only to a mutual agreement to amend or supplement this Agreement.

Article 25

DURATION

This Agreement shall be in full force and effect from September 1, 2019 until August 31, 2024. It shall continue from year to year thereafter unless written notice to terminate this Agreement is served by either party upon the other by certified mail, return receipt requested, and such notice is received no later than ninety (90) calendar days prior to the expiration date in which event this Agreement shall be terminated at midnight August 31, 2024, unless renewed or extended by mutual written agreement signed by the parties.

For Champlain College

For Service Employees International Union,
Local 200 United

Spence Quinn

Interim President

October 7, 2019
