

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE BOARD OF TRUSTEES OF
COMMUNITY-TECHNICAL COLLEGES**

AND

**THE FEDERATION OF TECHNICAL COLLEGE TEACHERS,
AMERICAN FEDERATION OF TEACHERS,
LOCAL 1942, AFL-CIO**

2005 - 2007

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PREAMBLE

Pursuant to Connecticut General Statutes Section 5-270 et. seq., this Agreement is entered into by and between the Board of Trustees of the Community-Technical Colleges and the Federation of Technical College Teachers, Local #1942, American Federation of Teachers, AFL-CIO.*

ARTICLE I. **RECOGNITION**

The Board of Trustees of Community-Technical Colleges (hereinafter referred to as the Board) hereby recognizes the Federation of Technical College Teachers, Local #1942, American Federation of Teachers, AFL-CIO (hereinafter referred to as the Federation) as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment, pursuant to Connecticut General Statutes Sections 5-270 et. seq., (as certified by the Connecticut State Board of Labor Relations in Case No. SE-3258, Decision No. 1373 dated March 10, 1976) for all Faculty, including Librarians, Counselors, Department Chairpersons and Coordinators, excluding Presidents, Vice Presidents, Deans, Associate Deans, Registrars, Directors of Admission, Division Directors, System Office Staff, and all other statutory exclusions.

The Federation of Technical College Teachers hereby agrees that all unit parameter issues will be decided through the petition procedures of the State Labor Board or by mutual agreement.

ARTICLE II. **DEFINITIONS**

BOARD

The term “**Board**” shall refer to the Board of Trustees of Community-Technical Colleges. Nothing contained herein shall be deemed or interpreted as requiring the delegation of an act which the Board alone may perform under the law of the State of Connecticut. Nothing contained herein shall be deemed or interpreted to provide that an act which the Board may delegate has been or must be delegated by the Board and such delegation may be accomplished solely through a resolution of the Board. To the extent that this agreement reflects current delegation, it shall not be deemed to limit the Board’s authority as described above.

* Reference in this Agreement to “the Community Colleges” or “the Community College System” shall be the equivalent of a reference to the Board of Trustees of Community-Technical Colleges.

The term “**Designee**” shall refer to an individual or individuals designated by the Board through a resolution of the Board which specifically grants authority to act for the Board in connection with a delegable power, authority or right reserved to the Board by this Agreement. Designees of the Board shall act with the full authority of the Board.

The term “**Employer**” is interchangeable with the terms “**Administration**” and “**Management**” and shall refer to the Board, its Designees and those employees of the Board or the State who act for the Board upon general grants of supervisory, administrative and managerial authority.

FEDERATION

The term “**Federation**” shall refer to the Federation of Technical College Teachers, Local #1942, American Federation of Teachers, AFL-CIO, its designees, and representatives.

FACULTY

The term “**Faculty**” and/or “**Faculty Member**” includes Librarians and Counselors.

FULL-TIME TEACHING FACULTY MEMBER

A. For a teaching Faculty Member on regular appointment: an individual who is obligated by the terms of his/her appointment to teach 24 contact/credit hours and perform teaching-related and additional responsibilities each academic year.

B. For a teaching Faculty Member on special appointment: an individual who is hired to teach 12 contact/credit hours and perform teaching-related and additional responsibilities in one semester.

PART-TIME FACULTY

The term “Part-Time Faculty” is defined in Article 23.1

CONTACT/CREDIT HOURS

A contact/credit hour shall equal a 50-minute lecture hour meeting for each week of the semester.

ARTICLE III.
NON-DISCRIMINATION

3.1. The Board and the Federation recognize the right of any member of the bargaining unit to become or refrain from becoming and/or remaining a member of the Federation and will not discriminate or in any way interfere with such rights or the exercise of such rights.

3.2 The Board and the Federation shall continue their policy of not discriminating against any member of the bargaining unit on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, marital status, political affiliation, or present or past history of mental disorder, mental retardation, learning disability or physical disability as provided by Connecticut and federal law. Further, the Board and the Federation shall continue their policy of complying with Connecticut law regarding the employment of job applicants who have criminal conviction records. Finally, the Board and Federation agree not to discriminate against bargaining unit members based upon membership or fee paying status in any Union representing employees of the Board of Trustees.

3.3 All references to bargaining unit members in the Agreement designate both sexes, and whenever gender is specified it shall be construed to include male and female employees.

3.4 Wherever the term "spouse" is used in this Agreement, it shall also mean domestic partner. A "domestic partner" is a person who has qualified for domestic partnership benefits under the pension and health care agreement between the State and SEBAC.

ARTICLE IV.
FEDERATION RIGHTS

4.1 MEETINGS OF THE BOARD

4.1.1. Meetings of the Board which are open to the public, according to law, shall be open to any representative of the Federation.

4.1.2. For each such regular or special public meeting, a copy of the agenda will be mailed to the President of the Federation at the same time it is mailed to members of the Board. Included with the agenda will be such reports that are related to agenda items, provided that such reports are available for distribution. Reports which are not made available to the Board members in advance, but are handed out at the meeting, shall be mailed to the President of the Federation. In addition, a copy will be made available to each library by the college President's office, preferably within a day of receipt.

4.1.3. Should the Federation wish to have a specific matter placed on the agenda of a Board meeting, the president of the Federation shall request such of the Board by giving fourteen (14) days written notice to the Chancellor. The Chancellor shall provide the president of the Federation with written notice of the disposition of the request not later than seven (7) calendar days after receipt of such request. Such request should not be unduly denied by the Board. The President of the Federation or his/her designee shall be accorded the privilege of speaking at Board meetings in accordance with Board rules and regulations.

4.2 USE OF FACILITIES

4.2.1. The Federation and its representatives and designees shall have the right to use the colleges' facilities, including designated bulletin boards, subject to reasonable rules established by the Board, provided that such usage does not interfere with or interrupt normal college operations or the obligation and duties of staff members as employees. The use of college facilities by a local chapter of the Federation for matters beyond the collective bargaining relationship shall be governed by the same Board policy applicable to student use of facilities.

4.2.2. The Federation shall not be charged for the use of such facilities during normal hours in which such facilities are not otherwise being utilized if there is no extra or special cost to the college from such usage.

4.2.3. Such use of facilities shall not include the use of equipment, materials, supplies or similar items, personal services, or machines.

4.2.4. Duly authorized representatives of the Federation shall be permitted to transact official Federation business on college property, provided that such transactions do not interfere with normal college operations.

4.3 If a Federation official is designated by the Federation to pursue specified union tasks for the local, State, or national union office, he/she shall, upon documented application to the Board which commits him for a period not to exceed two (2) years, be granted a Leave of Absence Without Pay. Upon mutual written agreement with the Board, this leave may be extended. No more than one individual in the System can utilize this leave at one time. Upon completion of such leave, the Faculty Member shall return to the same college at the salary and rank he/she would have attained had he/she not taken such leave.

4.4 The Employer shall provide the Federation with a copy of the Board's current policy and procedure manual. The Employer shall also place a copy of said manual in each college's library.

ARTICLE V.
ACADEMIC FREEDOM AND RESPONSIBILITIES

The parties to this Agreement subscribe to the following principles of academic freedom:

5.1 All Faculty members are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties.

5.2 As members of their community, Faculty Members have the rights and obligations of all citizens. When they speak or write as members of society, they are free from institutional censorship or discipline, but their special position in the community imposes special obligations. As persons of learning they should remember that the public may judge their profession and their college(s) 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 they are not spokespersons for the college(s).

5.3 All Faculty Members when teaching shall have professional freedom to conduct their courses, provided that the subject matter is that which has been specified by the college. Faculty Members should be careful not to introduce into their teaching controversial matter which has no relation to their subject(s).

5.4 All Faculty members respect and defend the free inquiry of their associates. In the exchange of criticism and ideas they show due respect for the opinions of others. They strive to be objective in their professional judgment of colleagues.

5.5 The determination of grades is the responsibility of the instructor of the course, subject to the Board's obligation to afford procedural and substantive protections to students and its duty to promulgate policies governing grading. A corollary of this responsibility is the duty of Faculty Members to submit grades in accordance with the procedural rules and regulations of the college.

ARTICLE VI.
CHECKOFF AUTHORIZATION AND MAINTENANCE

6.1 CHECKOFF AUTHORIZATION

During the term of this Agreement, the Employer shall make bi-weekly deduction of dues or agency service fee from the salary of each member of the bargaining unit. The amount of the dues and the amount of the agency service fee to be deducted shall be certified to the Board in writing by the Federation.

6.2 CHECKOFF MAINTENANCE

The Employer shall furnish to the Federation, within thirty (30) days of the execution of this Agreement, a list of all employees in the bargaining unit which list shall include the name, address, effective date of hire, and teaching load of such employees. Thereafter, the Employer shall advise the Federation, in writing, of Faculty Members hired or terminated or as to any changes in working hours, by providing the Federation with the semester summary of working hours. Names and addresses of new hires will be provided to Chapter presidents as soon as reasonably possible. All appropriate deductions shall be forwarded to the Treasurer of FTCT, Local 1942.

6.3 OTHER DEDUCTIONS

The Employer shall continue to make such deductions authorized by members of the bargaining unit as are in effect upon the effective date of this Agreement, including but not limited to: Teachers Retirement, State Retirement, Tax Sheltered Annuities, Credit Union, and FTCT COPE Fund and FTCT Scholarship Fund.

Pursuant to Section 5-260a of the Connecticut General Statutes, upon receipt of a professional staff member's salary each pay period the requested payments to the AFT Political Action Committee and remit same promptly to the AFT, together with a list of names of unit members from whose salaries such deductions were made.

6.4 INDEMNIFICATION

The Federation shall indemnify the Employer and hold said Employer harmless against any claim, action, proceeding, judgment or other costs or obligations, financial or otherwise, arising from compliance by said Employer within the provisions of this Article. Any funds remitted to said Federation by said Employer, pursuant to the provisions of this Article, shall thereafter become the sole and exclusive obligation and responsibility of the Federation.

ARTICLE VII. RIGHTS OF THE BOARD OF TRUSTEES

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all the authority, power, rights, jurisdiction, and responsibility of the Board are retained by and reserved exclusively to the Board, including, but not limited to, the right: to determine the mission of the System and the methods and means necessary to fulfill that mission, including the discontinuation of service, positions or programs in whole or in part; to determine the content of job classifications; to establish and enforce standards of efficient performance; to maintain discipline, order and efficiency; to determine educational policy, programs, and courses; to direct employees and to determine their duties and professional assignments; to determine the days and hours of the operation of the colleges; to determine the academic calendar and to schedule work; to determine the quality, quantity, and types of equipment

to be used; to determine the composition of committees; to introduce new methods and procedures and facilities; to determine staffing requirements; to determine expansion or reduction of operations; to select and hire employees; to determine qualifications; to reward and to promote unit members; to suspend, discipline, or discharge a unit member for just cause; to transfer and assign unit members; to lay-off unit members for lack of work or other legitimate reasons; to recall unit members; to determine that unit members shall or shall not perform certain functions; to take all necessary actions to carry out its mission in emergencies; to promulgate rules and regulations, provided that such rules and regulations shall not be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE VIII.

PROFESSIONAL WORKING CONDITIONS

8.1 WORK YEAR

8.1.1. Teaching Faculty Work Year

The work year for teaching faculty members shall consist of up to 160 days of instruction and exams. In addition, faculty members may be scheduled for up to eight (8) “College days” plus commencement for a total of 169 days.

The work year shall consist of two semesters (Fall and Spring), each having up to eighty (80) instructional/exam days. College Days may be scheduled within the work year set forth in Section 8.1.1.1 below.

Faculty who volunteer and work on registration days scheduled outside of the work year referred to in 8.1.1.1 of this Agreement shall have the day(s) credited to their College Day obligation.

8.1.1.1. Teaching faculty shall be scheduled consistent with the following:

a) Fall Semester: Teaching faculty may be scheduled to work beginning on or after August 25 through December 23rd. However, where necessary for programmatic reasons (e.g., allied health programs), the academic work year may begin up to a week before August 25th by mutual agreement, which shall not be unreasonably withheld. Regardless of the first scheduled day of work, the first paycheck for new full-time, ten-month teaching faculty who begin employment at the beginning of the academic year will be no later than the pay period that includes August 25th.

b) Spring Semester: Teaching faculty may be scheduled to work beginning no earlier than the day following the Martin Luther King holiday through June 1, exclusive of commencement. Commencement shall not be scheduled later than

June 5. Attendance at commencement scheduled after June 1st shall not be mandatory for Federation bargaining unit members.

8.1.2. Class Schedules

The class schedule for teaching Faculty Members shall be published by May 15 for the succeeding Fall semester and by November 15 for the succeeding Spring semester. Said schedule shall include each Faculty Member's individual teaching schedule and such other professional commitments as are generally applicable to the bargaining unit's members. The schedule shall include dates and times. Nothing contained in this Section shall be deemed to limit the right of the Employer to schedule Faculty Members or the right of the Employer to amend schedules after the dates set forth above to meet the needs of the Colleges and to respond to enrollment demand or the lack thereof.

8.2 **WORK DAYS**

8.2.1. Teaching Faculty Work Days

Teaching Faculty members are committed to the operation of the colleges five days a week Monday through Friday. No teaching Faculty Member shall be scheduled, without his/her consent, to teach on Saturday or Sunday. Recognizing the desirability of making courses available to students on weekends on an experimental basis, the Employer may seek volunteers from among the teaching faculty to perform such weekend instruction.

8.2.2 Teaching Faculty Work Hours

Teaching faculty may be scheduled to work during the hours between 8:00 a.m. and 10:00 p.m. Monday through Thursday and between the hours of 8:00 a.m. and 4:30 p.m. on Friday subject to the following limitations.

8.2.2.1. No teaching Faculty Member shall be scheduled in any day for a period in excess of eight (8) clock hours. For example, a Faculty Member scheduled for class at 8:00 a.m. shall not be scheduled for a class which ends on that day after 4:00 p.m. and:

8.2.2.2. No teaching Faculty member with a class assignment after 6:00 p.m. on one day shall be given any assignment prior to 10:00 a.m. on the next day without his or her consent.

See Side Letter re: Flexibility in Scheduling.

8.2.3 Teaching Faculty Scheduling

With the agreement of the Department Chairman/Coordinator and Academic Dean, and if there is no serious disruption of other teaching faculty and/or students, no overt attempt shall be made to schedule any Faculty Member for any particular number of days per week for the sole purpose of having said Faculty members present on any given day(s).

8.3 ANNUAL WORKLOAD

8.3.1 Teaching Faculty

During each academic year, full-time teaching faculty shall:

8.3.1.1. Teach twenty-four contact/credit hours and perform related duties as provided in Section 8.3.5. below.

8.3.1.2. Perform additional responsibilities equivalent to the preparation and teaching of an additional three contact/credit course or an average of nine hours per week for each semester within the appointment year or teach an additional three contact/credit hours each semester or combine additional responsibilities with additional contact/credit hours as provided in Section 8.3.6. below. While the final decision of whether an individual faculty member shall teach an additional three (3) contact/credit hours course or perform additional responsibilities rests with management, the managerial decision shall be based on the merits of each individual faculty member's application for additional responsibilities in accordance with the procedures in Appendix E.

8.3.1.3. Laboratory hours in the sciences (including computer courses) and technologies shall be treated the same as lecture hours for teaching credit purposes – that is they shall not have a lab/lecture ratio. The ratio of lecture hours to clinical hours in allied health, art studio hours, hospitality and food service laboratory hours, and all other courses having a laboratory, studio, or clinical component shall be .826. Beginning with the academic year 2003-04, clinical hours in allied health shall be treated the same as lecture hours for teaching credit purposes; that is they shall not have a lab/lecture ratio. Beginning with academic year 2004-05, art studio hours, hospitality and food service laboratory hours and all other courses having a laboratory, studio or clinical component shall be treated the same, that is they shall not have a lab/lecture ratio. The present ratio for lecture hours to practica hours shall continue in effect.

8.3.1.4. The parties agree that it is desirable to limit the number of class preparations required of a teaching faculty member to three per semester; however, it is recognized that the assignment of a fourth preparation may be required in special cases to accommodate the needs of the college. Whenever possible, the fourth preparation will be assigned on the basis of mutual agreement between the teaching faculty member and the President or his/her designee. Individuals responsible

for four different class preparations in a semester shall be credited with two hours per week toward the satisfaction of additional responsibilities.

8.3.1.5. The parties recognize that in some cases, in order to accommodate the needs of the college, the teaching load of a teaching faculty member may have to be unequally divided between the semesters of an academic year. Whenever possible, such an arrangement shall be on the basis of mutual agreement between the faculty member and the President or his/her designee. No teaching faculty member shall be assigned more than 16 contact/credit hours – including the time spent on additional responsibilities pursuant to this agreement – during any one semester.

8.3.1.6. The parties agree that an individual cooperative education or field-work placement which involves both the development of work placement and on-site evaluation by the unit member may be considered to be equivalent to six (6) student contact hours. This provision constitutes a general guideline and shall not be deemed to require a reduction in workload for any unit member.

8.3.2 Librarians and Counselors

8.3.2.1. The regular annual workload for a Librarian (10-month) or Counselor (10-month) shall be five (5) days per week, which may include Saturday or Sunday, for a period of ten-months (August 15 through June 15). Unless otherwise agreed to by the individual concerned, all employees in Counselor (10-month) or Librarian (10-month) positions must have two consecutive days off in each week, at least one of which must be a Saturday or Sunday. Such employees may be scheduled between the hours of 8:00 a.m. and 10:00 p.m. Monday through Thursday and between the hours of 8:00 a.m. and 6:00 p.m., Friday, Saturday and Sunday.

The regular workday for a Librarian (10-month) or Counselor (10-month) shall be seven (7) continuous hours per day, excluding a meal period (e.g. 9:00 a.m. to 1:00 p.m., lunch, and 2:00 p.m. to 5:00 p.m., or 8:00 a.m. to 12:30 p.m., lunch, and 1:00 p.m. to 3:30 p.m.

8.3.2.1.1 The regular annual workload for the position of Librarian (12-month) and Counselor (12-month) shall be five days per week, Monday through Friday, during the twelve (12) month professional appointment period; the five work days may include Saturday or Sunday for employees hired on or after July 1, 1992. Unless otherwise agreed to by the individual concerned, all employees in Librarian (12-month) and Counselor (12-month) positions hired on or after July 1, 1992 must have two consecutive days off in each week, at least one of which must be Saturday or Sunday. Librarians (12 month) and Counselors (12 month) may be scheduled between the hours of 8:00 a.m. and 10:00 p.m. Monday through Thursday and between the hours of 8:00 a.m. and 6:00 p.m. Friday, Saturday and Sunday.

The regular workday for a Librarian (12-month) or Counselor (12-month) shall be seven (7) continuous hours per day, excluding a meal period (e.g. 9:00 a.m. to 1:00 p.m., lunch, and 2:00 p.m. to 5:00 p.m., or 8:00 a.m. to 12:30 p.m., lunch, and 1:00 p.m. to 3:30 p.m.)

8.3.3 No Librarian or Counselor scheduled to work after 6:00 p.m. on one day shall be required to report to work prior to 10:00 a.m. on the next day without his/her consent.

8.3.4. Teaching Locations

Bargaining unit members are employed to teach at a single college. However, the Federation encourages Faculty Members to work cooperatively with the Employer when the academic needs of the college system can most efficiently be met through voluntary acceptance of assignments at more than one college. For all purposes under this Agreement, the colleges and their campuses shall be deemed to be as follows:

Community College	Campuses (if more than one)
Gateway	North Haven and Long Wharf
Naugatuck Valley	
Three Rivers	Mohegan and Thames
Norwalk	
Capital	Woodland and Flatbush

No Faculty member shall be required to teach at more than one College or other location without his/her written consent. The Board agrees to pay mileage should separate campuses or locations be more than five (5) miles apart, with the campus on which the Faculty Member works the most hours per week to be considered the home campus.

Bargaining unit members who teach at more than one campus or other location more than fifteen (15) miles from the home campus shall be paid a salary five hundred dollars (\$500.00) per semester higher than the salary they would otherwise receive plus mileage. Should the campus or other location be more than five (5), but fifteen (15) or fewer miles from the bargaining unit member's home campus, the Board agrees to pay mileage.

8.3.5 Teaching and Related Duties

8.3.5.1. All Teaching Faculty members shall:

(a) within the workload limitations of Section 8.3.1. of this Article, perform such other duties as the president may assign, provided that such duties shall be consistent with the mission of the college;

(b) serve on college and division/department committees,
if chosen;

(c) attend and participate in commencement ceremonies,
unless excused by the President, wearing academic garb when required;

(d) attend and participate in college convocations,
conferences, and meetings, and divisional/departmental meetings during the work year;

(e) prepare and teach college-approved courses in
accordance with approved course descriptions and class schedules, including developing
syllabi and reading lists and keeping each course taught complete and up to date;

(f) respond to and work with multiple constituencies,
including students, peers (faculty and staff), and external agencies (business, community,
educational, etc.);

(g) possess strong information literacy skills, including the
ability to word process and to use spreadsheets, presentation ware, e-mail, CD-ROM,
compressed video, the Internet, the World Wide Web, and other distance communication
modalities; demonstrate the ability to evaluate, synthesize, and make decisions from data.
(see side letter Re: Computer Literacy)

(h) perform divisional or departmental responsibilities
in the selection of texts and related teaching resources;

(i) maintain a minimum of three (3) regularly scheduled
office hours per week, scheduled in time blocks of no less than one-half hour periods, or
an equivalent assignment designated by the employer, for the purpose of student-faculty
contact as it relates to classroom instruction;

(j) engage in academic and career-oriented advising of
students;

(k) maintain contact with one's academic discipline(s) or
areas of assigned responsibility, the development of knowledge in one's field of
specialization, and the teaching/learning process; in connection with career-oriented
programs, this also involves working with program advisory committees;

(l) maintain accurate student records;

(m) distribute to students during the first week of classes,
subject to subsequent modification, with copies to the supervising dean, a course outline
or overview, information as to course objectives, topics and assigned time-frames,

reading and attendance requirements, and an indication of evaluative and grading mechanisms to be utilized;

(n) attend system-wide convocations, conferences and meetings during the work year;

(o) prepare routine reports such as veterans' attendance records or academic deficiency reports;

(p) during the second week of classes, submit to the supervising dean a schedule confirming the number, hours and location of each assigned course together with the location and time of office hours and other regularly scheduled professional responsibilities.

8.3.6. Additional Responsibilities/Teaching

8.3.6.1 The additional responsibilities as specified in Section 8.3.1. may include, but shall not be limited to the following, and shall be for the purpose of fulfilling the mission, goals, and priorities of the college and the System as determined by the employer:

(a) preparation of special reports such as accreditation reports;

(b) participation in special college projects, surveys, studies;

(c) development of new instructional techniques, course offerings or programs, or major revisions of courses or programs;

(d) participation in community service activities designed to further the mission of the college;

(e) participation in career-development and related advising activities or special retention programs (in addition to academic and career-oriented advising required of all faculty as provided in Section 8.3.5.1., above);

(f) serving on system-side committees;

(g) advising student organizations and activities;

(h) peer evaluations requested by the college administration; the evaluation of part-time faculty; retention counseling; the recruitment of students;

(i) providing assistance in student registration and add/drop procedures;

(j) working with statewide and/or regional business groups and trade associations and/or employers to ascertain what educational programs and offerings they would like the college to provide to their current and/or future employees; as approved by the college, developing traditional and/or non-traditional courses, programs and offerings to meet the identified needs of such groups, associations and/or employers;

(k) working with high school and/or adult education administrators, teachers and other professionals (e.g. counselors), and student to ascertain the needs of high school and G.E.D. graduates which, if met by the college, would induce them to attend the college and/or would facilitate their success at the college; as approved by the college, developing traditional and/or non-traditional courses, programs and offerings to meet the identified needs of such graduates;

(l) working with community agencies and similar organizations (traditional and non-traditional) to ascertain the needs of the individuals they serve which, if met by the college, would induce those individuals to attend the college and/or would facilitate their success at the college; as approved by the college, developing traditional and/or non-traditional courses, programs and offerings to meet the identified needs of such individuals;

(m) developing professional development activities consistent with an approved departmental, divisional or college professional development plan;

(n) within the limitations of the Article, such other administrative or supervisory or teaching-related assignments as are consistent with the mission and goals of the college, including but not limited to:

(1) additional office hours;

(2) supervising adjunct or independent study, provided it is not asserted that such supervision is part of the teaching obligation of 24 credit hours;

(3) review of patient charts in preparation for clinical instruction.

o) significant leadership on a major committee or a significant time commitment resulting from membership on a committee.

8.3.7. Duties of Counselors and Librarians

All Counselors and Librarians shall:

(a) within the workload limitations of Section 8.3.2., perform such other duties as the President may assign, provided that such duties shall be consistent with the mission of the college;

(b) serve on college and division/department committees, if chosen:

(c) respond to and work with multiple constituencies, including students, peers (faculty and staff), and external agencies (business, community, educational, etc.);

(d) possess strong information literacy skills, including the ability to word process and to use spreadsheets, presentation ware, e-mail, CD-ROM, compressed video, the Internet, the World Wide Web, and other distance communication modalities; demonstrate the ability to evaluate, synthesize, and make decisions from data (see side letter Re: Computer Literacy)

(e) attend and participate in commencement ceremonies, unless excused by the President, wearing academic garb when required;

(f) attend and participate in college convocations, conferences, and meetings, and divisional/departmental meetings;

(g) maintain contact with one's academic discipline(s) or areas of assigned responsibility, the development of knowledge in one's field of specialization, and the teaching/learning process;

(h) serving on system-wide committees;

The responsibilities of Counselors and Librarians shall be assigned in accordance with the system-wide job descriptions as approved by the Chancellor or developed by the president to meet the needs of the local campus subject to the approval of the Chancellor.

8.3.8 Substitute Pay

The hiring of a substitute faculty shall be the responsibility of the Employer. Substitute work may be assigned without additional compensation up to a teaching Faculty Member's semester load maximum within the first two weeks of the semester (add-drop period).

All other substitute work e.g. excess of the semester load maximum without regard to Commencement, subsequent to the first two weeks of the

semester without regard to semester load, may be assigned only after agreement with the individual teaching Faculty Member. Compensation for such substitute work shall commence with the first hour of assignment and shall be paid at the rate specified in Section 8.3.9., below.

8.3.9. Pay for Additional Teaching

Whenever a teaching Faculty Member voluntarily bids on and is selected to teach a course or courses above the workload he/she is obligated to teach by the terms of his/her appointment, he/she shall be paid in accordance with the part-time lecturer rate. See Schedule B.

8.3.10. Exemption Examinations

Upon request, a Faculty Member shall be required, as part of his/her regular assignment, to prepare, proctor, and grade exemption exams and shall be compensated at the rate of twenty five dollars (\$25) per credit per student for the course for which exemption or credit is sought, provided that such compensation shall not be less than seventy-five dollars (\$75) per exam per student. The parties understand that this compensation schedule relates solely to Faculty Members who are assigned to prepare, proctor and grade exemption exams and is not meant to compromise the Board's right to assign and compensate this work through other appropriate means.

8.3.11. Maintenance and Minor Repair

A Faculty member shall perform only general, regular, everyday type maintenance and minor repairs on laboratory equipment under his/her supervision.

8.3.12 No Faculty Member shall be required to be on campus when he/she is not responsible for scheduled class and office hours, or for other professional obligations.

8.3.13. General meetings of the faculty and meetings of all department heads requested by the Administration shall be communicated in writing to the faculty at the campus or in the department(s) not less than five (5) class days prior to such meeting, except in the case of emergencies.

8.3.14. Class Size

The number of students assigned to a lecture section or to a laboratory section of a given course shall be determined by the Academic Dean after consultation with the Department Chairperson. The parties agree that the following factors, among others, are relevant to class size: the nature and goal of the course; student needs, including but not limited to student scheduling needs; the extent of in-class individualized instruction; lecture hall and classroom size and the number of equipped laboratory stations; student safety; and, the needs of the college for efficiency,

productivity and academic excellence. When he/she determines that students should be transferred among sections to reasonably equalize the number of students in sections of the same course, the Academic Dean shall promptly accomplish such transfers. Whenever practicable, such transfers should be made prior to the end of the second week of classes.

8.3.15. Health And Safety

The Board shall comply with the provisions of the Connecticut Occupational Safety and Health Act.

8.3.16. Save Harmless

The Board shall save harmless members of the bargaining unit pursuant to the provisions of Connecticut General Statutes, Section 10-235.

8.3.17. Student Complaints

Before action is taken against any Faculty member on any student complaint, the Faculty member involved shall be notified.

8.3.18. New Course Development

What constitutes a new course (in whole or in part) shall be determined by the Academic Dean after consultation with the Department Chairperson of the department in which said course will be added or amended.

8.3.18.1 In the event a Faculty member is assigned to develop a new course or program pursuant to Section 8.3.6., such Faculty member will provide the Administration with the following materials:

A. An initial course syllabus and an updated syllabus after the course has been taught. The course syllabus will be on an agreed upon form which will be completed in all respects.

B. A laboratory syllabus which will contain a description of each laboratory session, and all information required on the form referred to in (A) above. The lab syllabus may be included with the lecture outline referred to in (A) above, or may be on a separate form.

C. A laboratory and classroom list.

8.3.18.2 The Faculty member will provide reasonable consulting services to individuals who subsequently teach the course that has been developed. If the Faculty Member leaves the college before the course is taught by

another individual, the Faculty member will make his/her notes available to the department.

8.3.19. Course Privileges

In addition to the waiver of tuition and fees permitted under Section 10-38h of the Connecticut General Statutes, the Board may waive tuition and fees for bargaining unit members and their spouses and dependent children at all colleges in the Community College System.

8.3.20. Travel Expenses and Reimbursements

Employees shall be reimbursed for mileage, meal, and lodging expenses in accordance with State travel regulations.

8.3.21. Outside Employment

Full-time employment by the Board shall be considered the basic employment of each professional staff member. Outside employment is work for which compensation is received and which is not within the normal duties and responsibilities of the staff member as an employee of the Board. A professional staff member shall limit the extent of such employment so as not to impair performance of the staff member's responsibilities, and shall report upon such activities to the President each semester on a form to be provided by the Board. Outside employment which requires the staff member's absence at times when the staff member has professional commitments such as those set forth in Sections 8.3.5., 8.3.6. and 8.3.7. of the Agreement is presumed to interfere with the performance of the duties and responsibilities of the member.

ARTICLE IX. INITIAL APPOINTMENT

9.1. RELATIONSHIP OF INDIVIDUAL EMPLOYMENT CONTRACT TO COLLECTIVE BARGAINING AGREEMENT

9.1.1. Any individual letter of appointment between the Board and the individual Faculty Member shall be subject to the terms of this collective bargaining agreement and shall so state in such letter.

9.1.2. In the event of conflict between the provisions of an individual letter of appointment and the provisions of the Agreement, the provisions of this Agreement shall be controlling.

**9.2. INFORMATION TO APPLICANT UPON ACCEPTANCE
OF POSITION**

9.2.1. An applicant's signature on the letter of appointment will serve as the applicant's acceptance of employment on terms indicated in such letter. The letter of appointment shall contain the following information:

- a. The Appointee's title or rank;
- b. The Appointee's campus and department
assignment;
- c. The Appointee's salary;
- d. The period of the appointment;
- e. Full-time or part-time appointment;
- f. Work schedule when available.

9.2.2 The Employer shall furnish to each applicant who accepts employment the following information/documents:

- a. A copy of the current collective bargaining agreement.
- b. A copy of the statutory language relative to the Appointee's agency fee and his/her right to join or refrain from joining the Federation.
- c. Copies of available literature relating to applicable health and dental plans, insurance, retirement, and retirement annuity plans.
- d. If initial employment begins at other than the first day of the academic year, an explanation of the method of payment for the initial year of employment.

9.2.3. Each member of the bargaining unit shall receive copies of available literature that updates applicable health and dental plans, insurance, retirement, and retirement annuity plans.

**ARTICLE X.
PERSONNEL RECORDS AND FILES**

10.1 TYPES OF FILES FOR EACH FACULTY MEMBER

The Employer shall maintain two (2) official files for each Faculty member at the following locations:

- a. Personnel file – Campus
- b. Professional file – Campus

In addition, a common grievance file for all grievances filed in the System shall be maintained for all employees at the System Office and each campus shall maintain a common grievance file of all grievances filed through Step 3 at such campus.

10.2. CONTENTS OF FILES FOR EACH MEMBER

10.2.1 Personnel File:

- a. Records pertaining to salary increments and change of status;
- b. Records pertaining to leaves of absences, vacations, and personal leave days;
- c. Sickness reports;
- d. Records of payments for insurance, retirement, and similar benefits;
- e. Records of accrued longevity;
- f. General fiscal data;
- g. A copy of each notice of appointment issued to the Faculty Member.

10.2.2 Professional File

- a. The Faculty member's application for employment;
- b. Other materials requested by the college pertaining to the original employment of the Faculty member;
- c. Other materials supplied by the Faculty member when he/she was an applicant for employment;

- d. Information relating to the Faculty Member's academic and professional accomplishments, including but not limited to, documents relating to professional training and experience and to professional growth, special competencies, academic, professional or other contributions to the Faculty member's college, college system, community, academic discipline, and/or professional field; and any statement thereto, that said Faculty member wishes to have entered in his/her file:
- e. Records generated by the college;
- f. Reports and documents related to the evaluation of the Faculty member's performance;
- g. Memoranda of discussions between the Faculty member and supervisory and managerial personnel, including but not limited to Department Chairpersons, Deans, or Presidents;
- h. Signed, written statements relating to the quality of service of the Faculty Member;
- i. All correspondence relating to employment other than letters of recommendation.

10.3 RIGHTS OF FACULTY MEMBERS RELATIVE TO HIS/HER PERSONNEL, PROFESSIONAL AND GRIEVANCE FILES

The Board hereby encourages each Faculty member to review his/her files regularly. To this end:

- a. All contents of the personnel and professional file of any Faculty member and any grievance in the common grievance file filed by such individual shall be accessible on a reasonable basis to such individual, except that medical, psychiatric or psychological data regarding such individual shall be handled in accordance with Section 4-194 of the Connecticut General Statutes.
- b. The Chief Administrative Officer at each location where files are maintained shall be responsible for the confidentiality, control, and content of each personnel and professional file.
- c. In any action taken or recommended relative to promotions, renewal, or dismissal, only materials that are contained in the personnel or professional files shall be used by the Board or its representatives or designees.
- d. Upon ratification of this Agreement, no item shall be placed in or removed from the personnel or professional file of any Faculty Member without a copy of such item being furnished to said Faculty Member.

e. Any Faculty Member shall have the right to examine any material in his/her personnel file or professional files. The Faculty Member shall have the right to attach written comments to any items, materials, or documents contained in his/her personnel file and/or professional file, except that medical, psychiatric or psychological data regarding such individual shall be handled in accordance with Section 4-194 of the Connecticut General Statutes. The Faculty Member shall also have the right to have a copy of any such items, materials, and/or documents at his/her cost.

f. When any statement placed in a Faculty Member's file is shown to be false, such statement shall be removed.

g. The Chapter President of the Federation (or his/her designee) may upon written request examine the personnel or professional file of an individual Faculty member if such examination is pursuant to the following:

(1) a filed grievance, a grievance under investigation or in preparation; or

(2) written charges have been filed by the Board against such Faculty Member.

Notwithstanding (1) and (2) above, the Chapter President must present prior to examination a signed written authorization of the Faculty member whose file is to be examined.

The Chapter President or designee may examine any grievances in the common grievance file.

10.4 DOCUMENTS REMOVED FROM PERSONNEL AND/OR PROFESSIONAL FILES

Documents removed from personnel and/or professional files pursuant to Section 10.3(f) shall be maintained apart from said files along with a memorandum indicating the basis for removal. No document shall be destroyed except in accordance with law. When the parties agree that any specific document(s) should be destroyed, the Employer agrees to exert its efforts in good faith to obtain permission from the Public Records Administrator to destroy said document(s).

ARTICLE XI EVALUATION

11.1 EVALUATION PROCESS

The Board shall promulgate an evaluation process consistent with the terms of this Article. The evaluation process shall address:

- a. the standards under which bargaining unit members will be evaluated;
- b. procedural guidelines and forms; and
- c. the identity of those individuals who are responsible for conducting evaluations.

There shall be periodic evaluation by the employer of all members of the bargaining unit as follows:

- a. in each of their first two appointment periods;
- b. once in every two years thereafter for those on regular appointments;
- c. once in every three years thereafter for those holding tenured appointments.

The evaluation shall be conducted openly.

The list of professional staff members to be evaluated in accordance with this schedule in an academic year shall be published at each college by October 1.

11.2. FACULTY RIGHTS RELATIVE TO EVALUATION

11.2.1. Each evaluation shall be in writing and shall be signed by the person performing such evaluation, and by the person being evaluated.

11.2.2. The signing of such evaluation form shall in no way be construed as agreement or disagreement with such evaluation by the Faculty Member being evaluated, but shall serve only to indicate that said Faculty member being so evaluated has seen such evaluation.

11.2.3. Any Faculty Member so evaluated may attach his/her comments to such evaluation in the section on such evaluation form which is reserved for such purpose, and said Faculty Member may attach additional sheets containing such comments to such evaluation form.

11.2.4. A copy of such evaluation shall be given to said Faculty member, and a copy shall be placed in said Faculty Member's professional file.

11.2.5. The evaluator shall make himself or herself available for discussion of such evaluation with the bargaining unit member evaluated.

11.3 Only the accuracy or relevance of any fact contained in a report or document related to the evaluation shall be subject to the grievance procedure.

ARTICLE XII.

APPOINTMENT AND REAPPOINTMENT

12.1 TYPES OF APPOINTMENT

12.1.1. Special Appointment

A “Special Appointment” is an appointment issued in order to meet the temporary needs of the System or to signify an explicitly temporary assignment. Special appointments are for a fixed term of up to one year, renewable for up to one additional year, with no legitimate expectation of renewal of appointment thereafter. Special appointments are not tenure track appointments.

A bargaining unit member shall not be employed on a special appointment for more than two (2) years, except by agreement of the parties. An exception to this two-year limitation shall be special appointments which are funded with grant monies or through public sector or private sector contracts.

12.1.2. Regular Appointment

A “Regular Appointment” is an appointment which creates an expectation of full-time or part-time employment for a period of one academic year. Regular appointments may be made on a full-time tenure track or part-time tenure track basis.

12.1.3. Tenured Appointment

A “Tenured Appointment” shall be a continuing appointment which creates an interest in full-time employment without limit of time, subject to mandatory retirement, dismissal for just cause, termination for special reasons, and/or as provided for in Article 15 of this Agreement.

12.1.4. Terminal Appointment

A “Terminal Appointment” may be issued only upon the denial of tenure or upon the decision not to reappoint a non-tenured Faculty Member. Services terminate at the conclusion of the appointment. Terminal appointments as such are not issued to Faculty with tenure.

12.2. AWARD OF TENURE

Faculty members requesting consideration for tenure must apply, on forms which the President will make available, by January 1 of the year they seek tenure. Faculty Members may submit data to support their application for tenure. Such application shall be in writing and addressed to the college President.

12.2.1. For Faculty Members appointed prior to July 1, 1992, a tenured appointment normally will not be offered until the Faculty Member has completed three (3) years of full-time, tenure track employment with the Board. Tenure may be offered only to Faculty members on a full-time regular appointment, provided that service on a special appointment may, in the Employer's discretion, be counted toward the three (3) year requirement if such service has been continuous with service on a regular appointment. There shall be no express or implied right to the award of tenure.

A tenured appointment normally will not be offered until the Faculty Member has completed six (6) years of full-time, tenure track employment with the Board. Tenure may be offered only to Faculty Members on a full-time regular appointment, provided that service on a special appointment may, in the Employer's discretion be counted toward the six (6) year requirement if such service has been continuous with service on a regular appointment. There shall be no express or implied right to the award of tenure.

12.2.2. The following procedures shall govern the consideration of bargaining unit members for tenured appointments:

a. A college-wide Tenure Committee shall be formed at each college consisting of four tenured Faculty members, elected by the Faculty, and two members of the Administration selected by the President. The Tenure Committee may recommend to the President that a tenured appointment be granted, that a tenured appointment not be granted and a regular appointment be issued, or that a tenured appointment not be granted and a terminal appointment be issued.

b. The President shall consider the recommendations of the Tenure Committee. The President shall decide the award of tenure. If the President's decision does not agree with the recommendations of the Tenure Committee, the President shall notify the Faculty Member involved and the Union President, in writing, and shall provide said Faculty member, in writing, with the reason(s) for such action.

c. Tenure, once granted, is continuous. Should tenure be denied, the Faculty member affected shall be so advised in writing and shall have the option to appear before the Board or a Committee thereof, with representation, to appeal the President's decision. The decision of the Board on the appeal shall be final.

12.3. NOTICE OF NONREAPPOINTMENT

12.3.1. Special Appointment

Notice of nonreappointment is not required.

12.3.2. Regular Appointment

Written notice not to renew a regular appointment shall be provided by the Employer on or before March 1. A terminal appointment may be issued after March 1 which terminates the individual's appointment at the date stated in the appointment but no sooner than at the end of the coming academic year. Failure to so provide shall constitute appointment for the following year. The decision to not renew a non-tenured appointment shall be final.

12.3.3. Terminal Appointment

Notice of nonreappointment is not required.

12.4. APPOINTMENT STATUS

At least annually, the Employer shall provide each bargaining unit member with a notification of his/her status on a form established by the Employer, provided that such form shall include at least the individual's title or rank, gross salary, and personnel action taken (if applicable). A copy shall be placed in the employee's personnel file.

12.5. NOTICE OF INTENT TO DISCONTINUE EMPLOYMENT

Faculty members who intend to discontinue their employment with the Board are encouraged to notify their College President, in writing, at least one semester before they intend to leave. To provide for a smooth transition and aid the academic process, such departures should be timed for the end of an academic semester.

ARTICLE XIII. **DISCIPLINE AND DISMISSAL**

13.1 DISCIPLINE OR DISMISSAL

No Faculty Member shall be disciplined or dismissed except for just cause.

13.2 JUST CAUSE

Discipline or dismissal of a Faculty Member for just cause shall include but shall not be limited to the following:

- a. Incompetent or inadequate performance;
- b. Repeated neglect of the responsibilities of his/her position;
- c. Insubordination;
- d. The use of fraud, collusion, or misrepresentation of a fact material to obtain employment with the college or material to promotion.

13.3 DUE PROCESS

Any discipline or dismissal shall be accompanied by the reason(s) and rationale for such decisions, and a timely opportunity for the affected Faculty member to be heard in connection with such proposed disciplinary action.

ARTICLE XIV. GRIEVANCE PROCEDURE

14.1 PURPOSE

Any disputes or allegations thereof between the parties of this Agreement shall be settled in accordance with the provisions of this grievance procedure and such proceedings shall be kept as confidential as is appropriate.

The parties recognize that some grievances filed may concern the interpretation or application of language common to the Federation and one or more of the other unions representing unclassified professional employees of the System. In such cases, the other union or unions shall be necessary parties with the rights to be present and heard.

14.2. DEFINITIONS

14.2.1. The term “grievance” shall mean any claim or allegation by any aggrieved Faculty Member or group of Faculty Members or the Federation (each category of which shall hereinafter be referred to as the “grievant”) that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement.

14.2.2. The term “party in interest” shall mean the person(s) making such claim or allegation, including their designated representatives, and any person(s) who, in order to resolve a grievance, might be required to take action or who might have action taken against him/them.

14.2.3. The terms “Federation,” “Board,” and “Employer,” are defined as in Article 2.

14.2.4. The term “Dean” shall refer to Deans and Associate Deans.

14.3 TIME LIMITS

14.3.1. All grievances shall be processed in accordance with the time limits specified in each grievance step herein, and the number of days indicated at such step shall be considered to be the maximum.

14.3.2. Except for the initial filing of a grievance, such time limits may be extended by written agreement between the grievant and the Employer provided that no such agreement or extension shall be made after the expiration of such time limits.

14.3.3. Failure to file or appeal any grievance within the specified time limits at any step of this grievance procedure shall result in a waiver of such grievance.

14.3.4. Failure of the Employer to respond to any grievance within the specified time limits shall be deemed a denial of such grievance and be appealed to the next step.

14.4 REPRESENTATION RIGHTS OF THE FEDERATION AND OF FACULTY MEMBERS

14.4.1. The parties agree that no reprisals of any kind shall be taken against any participant in the grievance procedure by reason of such participation.

14.4.2. Upon request by the Federation to the Employer, the Employer shall furnish to the Federation such information, records, and data which are relevant to the investigation and processing of grievances.

14.4.3. Any grievant or party in interest may be represented in the grievance procedure by a person of his/her own choosing provided that:

a. The representative of the grievant or party in interest is not a representative, legal counsel, agent, or officer of any labor or collective bargaining organization other than the Federation.

b. The Federation shall receive from the Employer twenty-four (24) hours notice of such meeting to which the Federation shall have the right to be present and to state its view.

c. The Federation shall be notified in writing of:

(1) the filing of such grievance;

(2) the issue or matter involved;

(3) the disposition of any such grievance by the Employer representative who rendered such disposition.

d. Such notification to the Federation shall be issued at the same time that such notification is issued to the grievant.

e. Such disposition shall not constitute a precedent for either party

f. Such disposition shall in no way conflict with or violate any provision of this Agreement.

14.4.4. Any meeting held at any step of this grievance procedure shall be conducted at a time and place agreed upon by the Federation and the Employer which will afford a fair and reasonable opportunity for the parties to be present.

14.4.5. Any Faculty member shall have the right to have his/her steward present at any meeting with any representative of the Employer when he/she has reason to believe that a disciplinary action will result there from.

14.5 PROCESSING OF GRIEVANCES

Formal grievances shall be filed on mutually agreed upon forms and shall specify in reasonable detail the following:

a. the facts;

b. the issue;

c. the date of the alleged violation;

d. the controlling contract provisions; and

- e. the remedy or relief sought.

The appropriate college steward shall be present at any and all steps the employee deems necessary during the grievance procedure without loss of pay and other benefits provided there is no disruption of the steward's class schedule or professional responsibilities.

14.6. ADMINISTRATIVE RECORD-KEEPING OF GRIEVANCES

All documents, communications, and records generated by the processing of a grievance shall be filed separately from the personnel files and professional files of the participants.

14.7. THE GRIEVANCE PROCEDURE

14.7.1 Step1. Informal Procedure

A. Any grievant who feels that there is a grievance shall first discuss the problem with his/her supervising Dean or with whomever the Employer has designated.

B. Said grievant shall request such discussion with said supervising Dean, or Designee, not later than twenty-one (21) work days after said grievant or Faculty Member knew, or should have known, or should reasonably have been expected to have learned of the act or condition on which the grievance is based.

C. Any grievance arising from the act or omission of any official above the rank of dean shall be originally filed within the twenty-one (21) work day limit stated in (B) above, at either Step 3 or Step 4, as appropriate.

14.7.2. Step 2. Formal Procedure

A. No grievance shall be filed under this Section without first having gone through the informal procedure in 14.7.1 above.

B. If the grievance is not resolved at Step 1 within ten (10) work days after the Step 1 discussion, said grievant may submit such grievance in writing to the appropriate Dean not later than twenty (20) working days after said Step 1 discussion.

C. Said appropriate Dean shall submit his/her disposition of such grievance to the grievant and to the Federation within ten (10) working days following receipt by said Dean of such written grievance.

D. Such disposition by said Dean shall be in writing and shall state the reasons and rationale for any denial of such grievance.

14.7.3. Step 3. President or His/Her Designee

A. If the grievance is not resolved at Step 2, the grievant and/or the Federation may file such written grievance with the President or his/her designee within ten (10) work days after receipt of the disposition of such grievance by said appropriate Dean.

B. Not later than ten (10) work days after receipt of such grievance, said President or his/her designee shall meet with the grievant and/or the Federation for the purpose of resolving the grievance.

C. Not later than ten (10) work days after such meeting, said President or his/her designee shall submit his/her disposition of such grievance to the grievant and/or Federation.

D. Such disposition shall be in writing and shall include the reasons and rationale for any denial of such grievance.

14.7.4. Step 4. Chancellor

A. If the grievance is not resolved at Step 3, the grievant and/or Federation may file such written grievance with the Chancellor or his/her designee not later than ten (10) work days after receipt by the Federation of the disposition of such grievance by said President.

B. Not later than fifteen (15) work days after receipt of such grievance, said Chancellor or his/her designee, shall meet with the parties and after such meeting shall, not later than ten (10) work days, submit his/her disposition of such grievance to the Federation.

C. Such disposition shall be in writing and shall include the reasons and rationale for any denial of such grievance.

D. Settlements shall be reduced to writing. Settlements at Step 3 or below shall be without prejudice or precedent, unless specifically authorized and executed by Step 4 representatives, provided that Step 3 settlements shall be precedential at the campus where the grievance occurred. Settlements at Step 4 or 5 shall be precedential, unless the parties provide to the contrary.

14.7.5 Step 4A.

The Federation shall designate four representatives on the statewide Federation Grievance Committee to meet with the Chancellor or his/her designee to discuss grievances pending at arbitration. Either side may request the services of a mediator from the State Board of Mediation and Arbitration.

14.7.6 Step 5. Arbitration

14.7.6.1. Filing

If the grievance has not been satisfactorily resolved at Step 4 of this grievance procedure, the Federation may submit the matter to final and binding arbitration not later than thirty (30) calendar days after receipt by the Federation of the disposition of such grievance by the Chancellor.

14.7.6.2 Selection of Arbitrator

In the event that the Chancellor or his/her designee and the Federation cannot agree on an Arbitrator forthwith, either party may request that the Arbitrator be selected from a panel provided by the American Arbitration Association, in which event such arbitration shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association then in effect.

14.7.6.3 Submission to Arbitration

a. Such submission to arbitration shall be by letter addressed to the American Arbitration Association and postmarked within the time limit provided in Section 14.7.6.1 of this Article. A copy of such letter shall be mailed concurrently to the Chancellor.

b. Such submission to arbitration shall specify the alleged violation of the Agreement and shall specify the remedy or relief sought.

14.7.6.4. Expenses

a. The expenses for the Arbitrator's services and for the hearing shall be shared equally by the Board and the Federation except for those costs accruing to either party who at its respective option elects to purchase its own transcript or to retain its own counsel.

b. Each party shall bear the cost of preparing its own witnesses, except that any employee whose participation at an arbitration hearing as a witness is deemed necessary by the Employer, the Federation, or the arbitrator, or who will serve as the spokesperson for the Federation shall receive no loss of pay thereby, or charge to any other leave. The parties shall provide 48 hours notice to the college Administration for such release time. Unless otherwise agreed, arbitration hearings shall be conducted at the System Office.

14.7.6.5. Authority of Arbitrator

The arbitrator's decision, subject to Section 52-418 of the Connecticut General Statutes, shall be final and binding provided that said

Arbitrator shall be without power to add to, subtract from, alter, amend, or modify any provision of this Agreement.

ARTICLE XV.
SEPARATION BECAUSE OF INCAPACITY

When a Faculty member has become physically or mentally incapable of or unfit for the efficient performance of duties of his/her position, the President may recommend to the Board that the person be separated from State service in good standing. The Board may require that the Faculty Member receive a physical or mental examination by competent medical professionals, at the expense of the Board.

ARTICLE XVI.
SALARY AND FRINGE BENEFITS

16.1. SALARIES

16.1.1. General wage increases. Except as provided otherwise in subsection 16.1.2. of this Section, any general wage increase provided in this subsection shall be added to and become part of the base salaries of members of the bargaining unit and shall be additional to the annual salaries to which bargaining unit members are entitled. During the term of this Agreement, members of the bargaining unit shall receive wage increases as follows:

16.1.1.1. 2005-06. Effective with the pay period July 22, 2005 through August 4, 2005 (pay date, August 19, 2005) twelve-month employees who were members of the unit within the established salary structure and employed on or prior to the preceding March 1, and effective with the pay period August 5, 2005 through August 18, 2005 (pay date, September 2, 2005) ten-month employees who were members of the unit within the established salary structure and employed on or prior to the preceding March 1 shall be eligible for consideration for step increases not to exceed the top step of the appropriate range. Employees at or above the maximum salary shall receive a one-time \$1000 lump sum payment in lieu of the step increase.

16.1.1.2. 2006-07. Effective with the pay period July 21, 2006 through August 3, 2006 (pay date, August 18, 2006), there shall be a general wage increase of three percent (3%) plus a step increase, as described below, for twelve-month employees and effective with the pay period August 4, 2006 through August 17, 2006 (pay date, September 1, 2006) there shall be a general wage increase of three percent (3%) plus a step increase, as described below, for ten-month employees. Members of the unit within the established salary structure employed on or prior to the preceding March 1 shall be eligible for consideration for step increases not to exceed the top step of the appropriate range. Employees at or above the maximum salary shall receive a one-time lump sum payment in lieu of the step increase. The following schedule of lump sum payments shall apply:

- For employees at the top step of the Assistant Professor salary range, a lump sum payment of \$1300 shall be applied;
- For employees at the top step of the Associate Professor salary range, a lump sum payment of \$1400 shall be applied;
- For employees at the top step of the Professor salary range, a lump sum payment of \$1500 shall be applied;
- For employees at the top step of the CCP-18 salary range, a lump sum payment of \$1400 shall be applied;
- For employees at the top step of the CCP-19 salary range, a lump sum payment of \$1500 shall be applied.

On a one-time basis in 2006-2007, and without precedent for future negotiations between the parties, such portion of the lump sum payment for each employee at the top step that, together with the value of the longevity base increase, produces an amount equal to \$1000 times the number of individuals entitled to lump sum payments will be costed as rollout. This amount will be used to augment promotions.

16.1.2. No employee's base salary shall be set above the relevant maximum salary for his/her rank or grade/level; provided, however, that no employee's base salary shall be reduced as a result of this provision. Each bargaining unit member who is above the maximum salary for his/her rank or grade/level before any general wage increase called for by this Agreement, shall be paid in lieu of such GWI a non-recurring lump sum payment equal to the general wage increase he/she would have received if his/her salary had not been above the maximum salary for his/her rank or grade/level. To the extent that such a bargaining unit member (i.e., one who is above the maximum salary for his/her rank or grade/level before any general wage increase) will be at the maximum salary for his/her rank or grade/level after any general wage increase, the general wage increase he/she receives plus the non-recurring lump sum payment he/she is paid shall equal the general wage increase he/she would have received if his/her salary had not been above the maximum salary for his/her rank or grade/level.

16.2 SALARY SCHEDULES

The salary schedules for 2005-06 and 2006-07 shall be as set forth in Schedule B.

16.3. MISCELLANEOUS RATES OF PAY

16.3.1. Nursing and Dental Course Leaders shall be paid at the following per semester rate:

<u>2005-2006</u>	<u>2006-2007</u>
\$2,541	\$2,668

16.3.2. The cash payment for Program Coordinators shall be as follows:

<u>2005-2006</u>	<u>2006-2007</u>
\$3,549	\$3,726

16.3.3. The cash portion of the compensation for Department Chairs shall be as follows:

	<u>2005-06</u>	<u>2006-07</u>
Per FTE faculty in the department below 17 FTE	\$144 per FTE	\$150 per FTE
Per FTE faculty commencing with the 17 th FTE	\$366 per FTE	\$384 per FTE

16.3.4. The Department Chair daily summer call-in rates shall be as follows:

<u>Summer 2006</u>	<u>Summer 2007</u>
\$302	\$317

16.4. **OTHER ALLOCATIONS**

16.4.1. Promotion, change in duties, grievance and equity. In 2005-06, there shall be allocated forty-five hundredths of one percent (0.45%) of the total annual salaries of the bargaining unit for promotion and fifteen hundredths of one percent (0.15%) of the total annual salaries of the bargaining unit for change in duties, grievance adjustments and equity adjustments. In 2006-07, there shall be allocated five tenths of one percent (0.5%) of the total annual salaries of the bargaining unit for promotion and seventeen hundredths of one percent (0.17%) of the total annual salaries of the bargaining unit for grievance and equity adjustments. In addition, in 2006-07, five percent (5%) of the longevity base shall be added to the promotion base in lieu of the longevity base.

16.4.2. Sabbaticals. In 2005-06, \$9,636 shall be allocated for sabbaticals; in 2006-07, \$10,118 shall be allocated for sabbaticals.

16.4.3. Retraining. In 2005-06, \$14,456 shall be allocated for retraining; in 2006-07, \$15,179 shall be allocated for retraining.

16.4.4. Professional Development. In 2005-06, \$48,185 shall be allocated for professional development; in 2006-07, \$50,594 shall be allocated for professional development.

16.4.5. Computer/Information Literacy. In 2005-06, \$14,456 shall be allocated for improving computer/information literacy; in 2006-07, \$15,179 shall be allocated for improving computer/information literacy. (See side letter re: Computer Literacy.)

16.4.6. Minority Fellowship Program. In 2006-07, five percent (5%) shall be added to the pool of dollars made available for the Minority Fellowship Program. (See side letter re: Minority Fellowship Program.)

16.4.7. Harmonization. In 2003-2004, there shall be a pool of \$400,000 to be used in connection with the effort by the Board, the Congress, AFSCME and the Federation, to harmonize the working conditions of similarly situated employees regardless of the identity of their bargaining representative or the discipline in which they teach. These funds shall be directed in particular to harmonizing workloads within clinical disciplines. In 2004-2005, there shall be a pool of \$420,000 to be used in connection with the parties' effort to harmonize the working conditions of similarly situated employees regardless of the identity of their bargaining representative or the discipline in which they teach. These funds shall be directed in particular to harmonizing workloads in the arts and in culinary arts. The manner in which the Board, the Congress, AFSCME and the Federation use the funds to harmonize these workloads shall be subject to further negotiations and, if necessary, interest arbitration.

No money provided in 16.4. and in prior agreements where specifically identified, shall lapse if not disbursed or expended during any fiscal year. This provision shall supersede any conflicting State statute or regulation.

16.5 INCREASE IN GROSS PAYROLL

The increase in the Gross Payroll resulting from faculty workload harmonization, Equity Adjustment amounts and increase per 16.4.1., above, shall be equal to and the "roll-out" into the next fiscal year shall not exceed the cash value for that fiscal year.

16.6 LONGEVITY

Professional staff members in that bargaining unit shall receive semi-annual payments in addition to salary according to Schedule A.

Such semi-annual longevity lump-sum payment shall be made during the months of April and October of each year except that a retired employee shall receive, during the month immediately following retirement, a prorated payment based on the proportion of the six-month period served prior to the effective date of his/her retirement.

16.7 PROMOTION

Upon promotion, a teaching faculty member's salary shall be increased by an amount at least equal to the value of a step at the next rank but not above the maximum for that rank.

Upon promotion, a librarian's or counselor's salary shall be increased by one step but not beyond the top step.

A promotion shall be added to the individual's base salary.

16.8 RECLASSIFICATION

An unclassified Community College employee reclassified to a Federation Counselor or Librarian position shall receive an increase in salary equivalent to the average of all steps in that salary group. See Schedule B.

16.9 PROFESSIONAL DEVELOPMENT

16.9.1. Professional Development Committees. Each college shall establish a professional development committee of four members, two designated by the Federation and two by the employer. This committee shall meet twice a year, preferably no later than November and May, to conduct its business.

16.9.2. Application period. The administration of each college will provide timely notice of the application period and the process for consideration of applications.

16.9.3 The following are appropriate for recommendation to the President for final approval:

- Tuition and fees for course work relevant to the member's employment.
- Conference, seminar and workshop fees relevant to the member's employment. Any travel expenses for such attendance shall be subject to prior approval in accordance with current travel regulations.
- Professional society membership, if appropriate.
- Appropriate travel.

16.9.4 Standards for reimbursement. The standards for approval of reimbursement of professional development are as follows:

- The reimbursement must relate to the unit member's responsibilities at the college.
- There must have been compliance with college-established approval procedures.
- Purchase of books, journals and other personal property are not eligible for reimbursement.
- There must be adequate documentation of expenditures.

16.9.5 Decisions hereunder are final.

16.10 **ALLIED HEALTH UNIFORMS**

16.10.1 Upon the employee's submission of an acceptable receipt for the purchase and/or cleaning of clinical uniforms by full-time clinical faculty in the nursing, and dental and allied health programs, the Board shall reimburse up to one hundred fifty dollars (\$150) of such expenditures per person per fiscal year up to a total annual expenditure of \$14,587 cumulatively for the Congress and the Federation bargaining units in 2005-06 and in 2006-07. Reimbursements shall be provided on a first come, first serve basis. If additional money is needed to fund such reimbursements in any year of this Agreement, the parties agree to discuss identification of existing contract dollars to be used for this purpose.

16.10.2 Where it is determined that \$150 does not cover the full expense associated with the purchase or cleaning of clinical uniforms in a fiscal year, a college may make direct payments in the amount of \$150 to each allied health faculty member who provides a signed statement certifying that his/her expenses were equal to or exceeded \$150 for the current year. If a faculty member's actual expenses are less than \$150, the faculty member shall provide a signed statement certifying the exact amount of his/her reimbursable expenses.

ARTICLE XVII. INSURANCE AND RETIREMENT PLANS

17.1 **RETIREMENT**

The parties hereby incorporate by reference the pension agreement entered into by the State of Connecticut and the pension Coordinating Committee or its successor on behalf of unit employees.

17.2 **INDIVIDUAL RETIREMENT ANNUITIES**

Benefits shall be made available on a voluntary basis to eligible Faculty Members, as provided in Section 5-264 of the Connecticut General Statutes as amended,

whereby under certain conditions the Board may enter into an agreement involving purchase of an individual retirement annuity contract that will qualify for income tax benefits.

17.3 GROUP HEALTH

For the duration of this Agreement, the State shall continue in force the health insurance coverage in effect pursuant to the negotiations between the State and SEBAC as provided by Section 5-278(f)(3) of the Connecticut General Statutes.

17.4 GROUP LIFE INSURANCE

Unit members may participate in the group life insurance plan established pursuant to Section 5-257(a)-(d) of the Connecticut General Statutes. Participation shall include all classes of coverage set out in Subsection (b) of that section. In addition, unit members may participate in the optional group life insurance program pursuant to Section 5-157(e), to a maximum of \$50,000. In referencing these insurance programs, the parties do not intend that the Board assume the cost of employee premiums established by law.

ARTICLE XVIII. LEAVES

18.1. SABBATICAL LEAVE

18.1.1. Preamble.

Sabbatical leave is educational leave. The purpose of sabbatical leave is to provide a professional staff member with the time and support for scholarly or creative endeavors which will benefit the college and the staff member professionally, and/or enable the professional staff member to develop resources or materials to enrich his/her teaching effectiveness or the performance of administrative responsibilities. The Board grants sabbatical leave for a full year on half salary, or for a half year on full salary, or for such period and portion of salary as agreed to by the applicant and the Board. Eligibility for sabbatical leave shall create no condition, express or implied, that such leave must be granted.

18.1.2. Eligibility and Conditions

18.1.2.1. Eligibility. A professional staff member on a tenure track appointment shall become eligible for sabbatical leave after six (6) consecutive years of full-time service at a college. Such professional staff member shall be considered for sabbatical leave during his/her sixth year of full-time service, but the sabbatical shall not commence until he/she has completed six (6) years of service. Once the sabbatical leave has been taken, the professional staff member shall again become eligible for sabbatical leave after six (6) additional consecutive years of full-time service following the completion of the sabbatical.

18.1.2.2. Conditions. The recipient of a sabbatical leave is permitted to receive other remuneration in the form of fellowships, assistantships, grants, honoraria, or consultant fees. However, an individual on sabbatical leave is generally not expected to engage in paid employment elsewhere. Each applicant for sabbatical leave shall disclose, as part of his/her proposal, all anticipated remuneration including but not limited to, professional development and/or tuition reimbursement dollars and, if paid employment is involved, he/she shall describe the relationship of such employment to the purpose of the sabbatical leave as outlined in Section 8.1.1 above. Total compensation while on sabbatical leave shall normally not exceed the regular salary (base pay plus longevity) of the recipient plus the expenses attributable to the leave. The recipient of a sabbatical leave must agree to return to the college for at least one year of full-time service following the expiration of the leave. Failure to return to the college for at least one year may result in forfeiture of any and all compensation due him/her and shall be considered a resignation not in good standing.

18.1.3. Rights

Time on sabbatical leave at full or partial pay shall be considered as continuous service for longevity and retirement pursuant to the professional staff member's particular State-approved retirement plan. Time on sabbatical leave at less than full pay will be considered as full-time service for the purpose of determining years of service for longevity. All fringe benefits shall be continued during the period of the sabbatical leave. Upon completion of such leave, the professional staff member shall return to the same college at the same salary and rank he/she would have attained had he/she not taken such leave.

18.1.4. Number

The number of professional staff members on sabbatical leave at any time at a college shall not exceed five percent (5%) of the full-time professional staff in the bargaining unit, provided that the Chancellor may approve more than five percent (5%) in the bargaining unit, except that at colleges with fewer than twenty (20) such professional staff members, one (1) such member may be granted a sabbatical in any given year. For the purpose of calculating this limitation, twelve-month staff on sabbatical leave during the summer months shall not be considered a part of the five percent (5%) limitation.

It is anticipated by the parties that sabbatical leave shall be granted to five percent (5%) of the bargaining unit in each year of this Agreement, provided that there are sufficient qualified applicants and there is no net cost to the System.

18.1.5. Sabbatical Leave Committee

At each college, there shall be a Sabbatical Leave Committee elected by the members of the bargaining units.. At merged campuses, subcommittees will be established consisting of representatives of each bargaining unit. Each respective subcommittee shall make the recommendation with respect to its own bargaining unit members. Only tenured employees or employees on tenure track appointment at the college may serve as members of a Sabbatical Leave Committee. The size and composition of the committee shall be determined by mutual agreement.

The Sabbatical Leave Committee shall have the responsibility to review all applications for sabbatical leave and make recommendations to the President that shall list in priority order applicants recommended for sabbatical leave at full pay, and separately, applicants recommended for sabbatical leave at half pay.

The operation of the Sabbatical Leave Committee shall be subject to the supervision of the President or his/her designee. The committee shall review the Board's guidelines for its work and shall keep a written record of the dates of all meetings, attendance at the meetings, and materials considered. These records and materials shall be in the custody of the President or his/her designee. The committee shall not disclose its records or recommendations except as provided herein.

18.1.6. Procedure

Applicants for sabbatical leave shall prepare a proposal for leave which describes the prospective activity, and indicates the contribution it will make to the individual concerned and to the college, and addresses all other conditions set forth in section 18.1.1 and section 18.1.2. By November 1st of the year prior to the year in which the sabbatical would occur, the proposal shall be submitted to the President on a form established by the Employer. The November 1st deadline for submitting such proposals may be extended, at the discretion of the President, when he/she determines that the applicant was unable to meet the deadline due to circumstances beyond his/her control.

The President shall seek the recommendations of the Sabbatical Leave Committee, which shall be submitted by December 15. In making its recommendations, the committee shall be guided only by the criteria contained in Section 18.1.1 of this Article and shall proceed in the manner set forth in Section 18.1.5. By February 1, the President shall forward his/her recommendations to the Chancellor's office. Prior to making his/her recommendations, the President or his/her designee shall meet and discuss his/her intended recommendations with the Sabbatical Leave Committee. Where there are differences between the President and the committee, the committee may forward a statement of the reasons for its position to the Chancellor or his/her designee, with a copy to the President.

The Chancellor or his/her designee shall consolidate the recommendations of all college presidents and shall act on the recommendations by April 1. The Chancellor shall consider the priority recommendations of the presidents within

the bargaining unit and allocate such full-pay and half-pay sabbatical leaves as he/she may approve in a manner that is consistent with this Article and with funds available for the unit.

All applicants shall be entitled to know the formal recommendations at each level and the decision of the Chancellor or his/her designee, which shall be final.

18.2 LEAVE OF ABSENCE WITHOUT SALARY

Upon recommendation of the President, which recommendation shall not be unreasonably withheld, leave of absence without salary may be granted by the Board for a period not to exceed two (2) years, except that upon establishment of actual disability such leave shall be granted. Faculty members shall be eligible for leave of absence without salary after two years of full-time service on non-tenured appointments, except that a leave for educational advancement may be granted after one year of service and a Parental leave, as defined in Section 18.7.2., below shall be granted after six months of service. The terms and conditions of such leave of absence shall be agreed upon by the college President and Faculty member concerned. The Faculty Member may be represented by the Federation. Such agreement shall be subject to the approval of the Board and shall be in writing.

18.3 SICK LEAVE

18.3.1. Entitlement and Conditions

18.3.1.1. A full-time Faculty Member shall accrue sick leave with pay at the rate of one and one-quarter days per each completed calendar month of continuous full-time service. (10 month employees, 12.5. days per year/12 month employees, 15 days per year).

18.3.1.2. Earned sick leave shall be granted to a Faculty Member for the following reasons:

- a. incapacitation for duty;
- b. dental, medical, or eye examination or treatment for which arrangements cannot be made outside of work hours;
- c. when presence at work will expose others to a contagious disease;
- d. in the event of death in the immediate family, when as much as three work days' leave with pay shall be granted (immediate family for all purposes under this Agreement means spouse, father, mother, sister, brother, or child, or any other relative who is domiciled in the Faculty Member's household);

e. if critical illness or severe injury in the immediate family creates an emergency which requires the attendance or aid of the Faculty Member, when as much as five work days' leave with pay shall be granted;

f. as necessary, not to exceed in the aggregate a total of three work days' leave per calendar year, to fulfill the obligation of traveling to, attending, and returning from funerals of persons other than members of the immediate family, if granted by the President.

18.3.2. Medical Certificates

An acceptable medical certificate shall be required to substantiate a request for sick leave in the following situations:

a. Any period of absence of more than five consecutive days;

b. Leave of any duration if absence from duty recurs frequently or habitually, provided that the Faculty Member has been notified that a certificate will be required;

c. Leave of any duration when evidence indicates reasonable cause for requiring such a certificate.

18.3.3. Exhaustion of Sick Leave

After all leave, including sick leave, vacation and personal leave is exhausted, the Faculty Member shall be eligible for a Leave of Absence Without Salary, pursuant to Section 18.2., and/or a Leave With Pay from the Emergency Sick Leave Bank, pursuant to Section 18.12., provided, however, that the total Leave of Absence Without Salary and Leave With Pay from the Emergency Sick Leave Bank shall not exceed twenty-seven months. Nothing herein shall be construed as restricting the rights of the Board under Article 15, above.

18.3.4. Compensation at Retirement

Upon retirement, pursuant to Connecticut General Statutes, Chapter 66, as amended, and all other retirement plans, a Faculty Member shall be compensated at the rate of one-fourth (1/4) of his/her daily salary for each day of sick leave standing to his/her credit as of his/her last day on the active payroll, up to a maximum of an equivalent of sixty (60) days' pay.

Upon the death of an employee who has completed ten years of State service, the Employer shall pay to the employee's estate one-fourth (1/4) of the deceased employee's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll, up to a maximum of an equivalent of sixty (60) days' pay.

Compensation for twelve-month employees equals (annual salary/261) times the number of days accrued (to a maximum of 240) times 0.25.

Compensation for ten-month employees equals (annual salary/217) times number of days accrued (to a maximum of 240) times 0.25.

18.4 PERSONAL LEAVE

Personal Leave shall be granted in accordance with Section 5-150 of the Connecticut General Statutes as amended. Such leaves may be taken in one-half day increments (i.e., morning or afternoon) provided the Faculty member has assigned duties in the remaining half of the day involved. A Faculty member must request such a leave at least 24 hours in advance, except in cases of emergency or other unanticipated circumstances.

18.5 MILITARY LEAVE

Military leave will be afforded to bargaining unit members in accordance with applicable law.

18.6 JURY DUTY AND COURT APPEARANCES

A Faculty Member who is summoned to court to perform jury duty or who is subpoenaed to attend court hearings to testify in matters in which he/she has no personal or pecuniary interest shall suffer no loss of salary thereby, provided that he/she remits to the Board a copy of the summons or subpoena, any sums of money received in compensation for such duty or attendances as a witness, and a statement from the Court Clerk indicating the dates and hours of actual juror service.

18.7 CHILDBEARING, PARENTAL AND FAMILY LEAVE

18.7.1 Childbearing Leave

18.7.1.1. Bargaining unit members are eligible for childbearing leave in accordance with the following:

a. Childbearing disabilities shall be treated like any other temporary disability and earned sick leave shall be utilized for childbearing disabilities under the same terms and conditions as normally apply to the use of sick leave. At the option of the Faculty Member concerned, vacation leave or portions thereof may be utilized for childbearing disabilities.

b. "Childbearing disabilities" are defined as disabilities caused or contributed to by pregnancy, abortion, miscarriage, childbirth and recovery there from.

c. After all leave, including sick leave, vacation and personal leave is exhausted, the Faculty Member shall be eligible for a

Leave of Absence Without Salary, pursuant to Section 18.2., and/or a Leave With Pay from the Emergency Sick Leave Bank, pursuant to Section 18.12., provided, however, that the total leave of Absence Without Salary and Leave With Pay from the Emergency Sick Bank shall not exceed twenty-seven months.

18.7.1.2. Reinstatement of bargaining unit members shall be governed by the following:

a. At the conclusion of the childbearing disability, the Faculty Member shall be restored, subject to any provisions on staff reductions, to the same rank/grade, with the same salary and fringe benefits which she had attained at the time such leave was granted, plus the appropriate increase in salary accorded to persons of that rank/grade and any and all improvements in fringe benefits established through negotiations between the Federation and the Board during the period of such leave.

b. For up to twelve (12) months from the beginning of maternity leave, part-time return to services may be arranged by mutual agreement between the Faculty Member concerned and the President of the college.

c. No leave shall extend beyond, and the provisions for reinstatement shall not apply beyond, the termination date of the appointment unless the Employer agrees to such extension.

18.7.2. Parental Leave

Parental Leave shall be granted in accordance with the provisions of Section 18.2 of this Article – Leave of Absence Without Salary. Parental Leave may be granted for:

a. the purpose of rearing a child under the age of nine months for whom the Faculty Member has legal responsibility; or

b. the prenatal and postnatal care of a wife.

18.7.3. Family Leave

Family Leave shall be granted for a period not to exceed a maximum of fifty-two (52) weeks in any two-year period upon the birth or adoption of a child by an employee or twenty-four (24) weeks in a two-year period upon the serious illness of a child, spouse, or parent of an employee; provided, however, that the Employer may, at its discretion, grant an employee up to a maximum of twenty-eight (28) additional weeks of unpaid leave upon the illness of a child, spouse, or parent of the employee. Serious illness means any illness, injury, impairment or physical or mental condition that involves (1) inpatient care in a hospital, hospice or residential care facility or (2) continuing treatment or continuing supervision by a health care provider. Family Leave shall be without pay or benefits provided, however, that health insurance benefits required to be continued at State expense pursuant to Section 5-248a(e) of the

Connecticut General Statutes shall continue for up to twenty-six (26) weeks during the pendency of such leave. If the employee desires any other insurance to be continued, the employee shall so notify the Employer and shall contribute had the employee not taken the leave. Upon the expiration of the leave of absence the employee shall be entitled to all accumulated seniority, retirement, fringe benefits and other service credits which the employee had at the commencement of such leave.

18.8 MISCELLANEOUS LEAVE PROVISIONS

18.8.1. Emergency College Closing

When classes are canceled or the college is closed due to weather or other circumstances, all Faculty Members (both teaching and non-teaching) need not report to work and shall suffer no loss of pay or charge to any other leave.

18.8.2. Leave Privileges for Transferred Staff Members

Subject to the limits of the Connecticut General Statutes and Regulation, professional staff members who are transferred within or into the Community College System shall not be deprived of sick, vacation, personal and special leave privileges previously earned in another Connecticut State agency or a Connecticut Community or Technical College prior to his/her transfer.

18.9. PROFESSIONAL LEAVE

18.9.1. Upon request to his/her President, a Faculty member may be granted a professional leave to attend professional meetings, seminars, workshops, conferences, conventions, institutes, or other such professional experiences.

18.9.2. Upon approval of the President, a Faculty Member may be granted a leave of absence with or without pay to attend and/or participate in any education endeavor which increases the Faculty Member's knowledge of the profession. Such request may include a request for full or partial tuition reimbursement.

18.10. BOARD APPEARANCE

Any Faculty Member who is required to appear before the Board shall suffer no loss of salary or charge to any other leave.

18.11. UNION LEAVE

18.11.1. Leaves of Absence for Union Assignments

18.11.1.1. The Board may grant leaves of absence without pay in accordance with the provisions of 18.2 of this Article to permit Federation designees to pursue designated union tasks. Such leaves of absence may be full or part-time, but in total may not exceed two (2) full-time equivalent assignments per fiscal year for the System.

18.11.1.2. The person seeking such leave shall apply to the college President. The President shall in turn forward the request to the Board, with a statement indicating the effect of the leave on education offerings and/or college services to students, as well as indicated a recommendation. Such a request shall be made three (3) months prior to the opening of a semester and shall not be unreasonably denied.

18.11.2. Release Time

18.11.2.1 The Board shall grant release time equivalent to one full-time equivalent Faculty member's work load per semester for the System and one-half (.5) of a full-time equivalent Faculty Member's work load per semester for the President of Local 1942 for:

- a. Investigating and processing grievances through Step 3;
- b. Meeting with the Board/Administration or its representatives to discuss implementation of this Agreement; and
- c. Conducting other Union business.

The cost of one-half (.5) of the full-time equivalent Faculty Member's work load per semester for the System shall be a cash cost only. The Board shall be responsible for \$5000 of such cost and the rest shall be taken from an appropriate contract account. This provision will sunset with the expiration of the 2005-07 collective bargaining agreement and will not be cited as precedent in future negotiations between the parties.

18.11.2.2. The Federation shall furnish to the Board, within thirty (30) days of the execution of this Agreement, a list of Federation and Chapter officers and stewards which list shall include the name, title, and campus of such Officers. Thereafter, the Federation shall send to the Board, in writing, revisions to the list as they occur. The individuals utilizing Union Leave will be limited to this list.

18.11.2.3. Such released time shall be assigned on a term basis by the Federation, subject to the following:

- a. Substantially disproportionate amounts of said leave shall not be concentrated at one college;
- b. The Board shall be advised of individuals so designated;
- c. Released time shall be utilized in a manner which is least disruptive of the Faculty Member's professional responsibilities and the college operations;
- d. Except in exceptional circumstances, three working days' prior written notice shall be given to the appropriate Management

representative when released time is to be utilized. Said notice should include a method of contacting the individual.

18.11.3. Attendance at Conventions

18.11.3.1. Upon twenty-one (21) days' notice to the appropriate college President, Federation delegates shall be released to attend State and national conventions of the AFT and/or the AFL-CIO.

18.11.3.2. Such delegates shall be allowed a combined total of fifteen (15) working days' leave with pay per year.

18.12. **EMERGENCY SICK LEAVE BANK**

18.12.1. Effective each year of the Agreement between December 1 to December 31, employees may elect to contribute three (3) days from accrued sick leave to a sick leave bank. Application forms must be received in the System Office within fourteen (14) days of the closing date for inclusion in the bank.

18.12.2. Days contributed to the bank shall thereafter be allocated to employees with catastrophic or extended, long-term illness.

18.12.3. To be eligible for allocation of sick days from the bank, an employee must meet the following conditions:

- a. Membership in the bank;
- b. Exhaustion of all sick leave, personal, or vacation leave, and any other compensatory time due;
- c. The illness or injury is not covered by workers' compensation and/or such benefit has been exhausted;
- d. An acceptable medical certificate supporting the absence is on file;
- e. The bank is not depleted.

18.12.4. Days shall be allocated by a joint committee of four (4) members, two designated by the Federation, two by the Employer. This Committee shall have full authority to grant benefits and administer the program in accordance with guidelines outlined above; in addition, the committee may by agreement provide for additional opportunities for contribution to the bank. Time off without loss of pay or benefits may be granted, as necessary, to members of the committee to attend meeting to administer this program.

18.12.5. Unused days shall be carried over from year to year and shall not lapse.

18.12.6. The actions or nonactions of this committee shall in no way be subject to collateral attack or the grievance/arbitration process. The panel shall be considered a State agency, board, or any other subdivision of the Employer. No requests shall be conducted as contested cases or otherwise be subject to the Uniform Administrative Procedure Act.

18.12.7. Upon retirement, unit members who have accrued in excess of 240 days of sick leave may donate those days over 240 to the sick leave bank.

ARTICLE XIX.

VACATIONS

19.1 ENTITLEMENT

19.1.1. Full-time Teaching Faculty who are not employed on a twelve-month basis shall receive such vacations as are officially listed in the academic calendar of the college and may be excused from further responsibilities during the term of the appointment by the President of the college upon completion of all academic and administrative duties, including commencement.

19.1.2. After six months of continuous employment in State service, full-time non-instructional bargaining unit members who are employed on a twelve-month basis shall be entitled to a total of 22 work days of vacation each calendar year accrued at the rate of 1.83 days per calendar month of service. After six months of continuous employment in State service, full-time non-instructional bargaining unit members who work less than twelve-months shall accrue vacation at the rate of 1.83 days per calendar month of service.

19.1.3. Upon leaving State service, a full-time non-instructional bargaining unit member shall receive a lump sum payment of accrued, but unused, vacation time provided that any such member who has been notified of the termination of his/her appointment shall use all accrued vacation time prior to the expiration of his/her final appointment year, unless other arrangements are specifically authorized in writing, which authorization shall not be unreasonably withheld.

19.1.4. No vacation days shall accrue during any month in which non-instructional bargaining unit member is on an unpaid leave of absence for more than five (5) days.

19.2. CONDITIONS

19.2.1. Vacation days taken by a non-instructional bargaining unit member shall be subject to prior approval of the President of the college.

19.2.2. Said twelve-month member shall be expected to take a minimum of three (3) weeks vacation each year, provided that in extenuating circumstances, vacation days may be carried over into a new appointment year with the

written approval of the President of the college, which approval shall not be unreasonably withheld, but may not be accumulated to a total of more than one-hundred and twenty (120) days. Said members who work less than twelve-months shall be expected to take a minimum of twelve days vacation each year, provided that in extenuating circumstances vacation days may be carried over into a new appointment year with the written approval of the President of the college, which approval shall not be unreasonably withheld, but may not be accumulated to a total of more than one-hundred twenty (120) days.

19.3. ADJUSTMENTS UPON TERMINATION

If, upon termination, a non-instructional bargaining unit member has taken more vacation days than would have been accrued at the rate specified in this Article, the non-instructional bargaining unit member shall repay the Board the value of vacation days taken in excess of the amount accrued. Should said member not voluntarily repay the Board, he/she shall be responsible to the Board for its costs of collection, including reasonable attorneys' fees, in addition to the value of vacation days taken in excess of the amount accrued.

ARTICLE XX. HOLIDAYS

20.1. Teaching Faculty Members will be granted the following holidays between August 25 and June 1:

Labor Day	Day after Thanksgiving
Thanksgiving	Memorial Day.

In addition, three holidays will be granted to Teaching Faculty to be selected by the College from among the following:

Columbus Day	Lincoln's Birthday
Veteran's Day	Washington's Birthday
	Good Friday.

20.2. Each year, all nonteaching Faculty Members shall be granted time off with pay for the following 12 holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

If a nonteaching Faculty Member is required to work on a holiday, or if a holiday falls on a day on which he/she is not regularly scheduled to work, he/she shall be granted equivalent time off. Such time off must be utilized within one (1) year.

20. 3. When there are not a sufficient number of class days to meet Board policy, a college may reschedule no more than two Monday holidays to days other than the state-designated day in order to balance the class schedule. No attempt shall be made to reschedule a faculty holiday to a Friday for the sole purpose of having faculty members not present on this particular day.

ARTICLE XXI. PROMOTION

21.1 DEFINITION

Promotion is defined as the advancement in rank or grade by a Faculty Member within the college. All promotion-eligible candidates shall be promoted if the President, within the current delegation of authority, determines that they meet the standards for promotion in this Agreement.

21.2. ELIGIBILITY FOR PROMOTION

Fulfillment of the minimum formal requirements for promotion to a higher rank (see Schedule C) shall determine eligibility for promotion, but shall not guarantee a right to a promotion, which shall remain within the sole discretion of the President. Prior service on full-time special appointments, which the employer determines is similar, shall be credited. The normal expectation for promotion from Instructor to Assistant Professor is after three (3) years of service.

21.3. CRITERIA FOR PROMOTION

In granting a promotion to a higher academic rank or grade, the criteria for ranking eligible candidates and the weights attributed to such criteria shall be as determined by the Board or its designee and as contained in Appendix A. After consultation with the Federation, such criteria may be changed by the Board, provided the revised criteria are distributed at least two (2) months before an evaluation is conducted for the purpose of any such promotion.

21.4. PROCEDURES FOR PROMOTION

21.4.1. It is the responsibility of the Faculty Member to submit to the President of the college an application for promotion, with supporting documentation, on a form which the President will make available. All candidates must apply by January 5th.

21.4.2. At each college there shall be one Promotion Committee. That committee shall be made up of three sub-committees, one consisting of Congress bargaining unit members, one consisting of Federation bargaining unit

members and a third consisting of AFSCME[†] bargaining unit members. These committees shall be chosen in accordance with each union's current contract language, except that the AFSCME bargaining unit shall elect one member for each merged campus. Each sub-committee shall make its recommendations independently with respect to members of its bargaining unit. AFSCME members shall maintain their current practice unless they choose to opt into the committee process. The Board shall consult with the Unions with respect to the written instructions which it gives to promotion committees.

21.4.3. The Federation sub-committee shall be the Faculty Advisory Promotion Committee (F.A.P.C.) which shall consist of six Faculty Members chosen by the President from among the names of nine Faculty Members submitted to him/her by the Federation faculty. The F.A.P.C. will screen all applicants for minimum academic requirements as set forth in Schedule C and evaluate the merits of each applicant as set forth in Appendix A. In exceptional circumstances, after consultation with the F.A.P.C., the President may recommend a waiver of minimum qualifications for promotion to the Board. The F.A.P.C. shall not rank candidates but shall produce a written recommendation with supporting rationale for each candidate recommended. The format of the recommendation shall be chosen by the F.A.P.C. These comments shall not be used in any grievance procedure. The F.A.P.C. must submit its recommendations to the President by March 1.

21.4.4. The F.A.P.C. and the President shall meet to consult after the FAPC submits its final recommendations and may meet to consult before such submission. The President shall notify the F.A.P.C. of his/her promotion decisions, which must be published by April 15. (See side letter re: Consultation.) When the President determines that a candidate has failed to meet the standards for promotion reflected in the appropriate collective bargaining agreement, she/he will provide specific written suggestions for areas of improvement. (See side letter re: Areas of Improvement.)

21.4.5. Funding.

It is anticipated that the cost of promotions shall be paid out of funds provided for such purpose in the collective bargaining agreement. Should such funds prove insufficient, the parties shall bargain over the appropriate response; however, such bargaining shall not result in additional costs to the collective bargaining agreement. The promotion process shall continue unaffected; however, no promotion shall be made until the funding issue is resolved.

ARTICLE XXII. LAYOFFS

22.1. REDUCTION IN FORCE

[†] American Federation of State, County and Municipal Employees, Local 2480.

The Board shall retain the right to reduce its workforce. A reduction in force does not include a termination of employment for disciplinary reasons.

22.2. METHODS OF REDUCING THE WORKFORCE

22.2.1. Attrition. Insofar as possible under the circumstances, the Employer shall attempt to permit the process of attrition to effectuate the required reduction in staff.

22.2.2. Reassignment. When a reduction in staff is deemed necessary by the Employer every effort shall be made to reassign the affected employee to another academic position within the same or another department at the college where the reduction in staff occurs or at the same department or another department at another college, or to provide the employee with an assignment at two colleges which collectively comprise a full-time appointment in accordance with Article 8.3.4; provided, however (a) that no such reassignment shall be made unless such Faculty Member is qualified for the newly assigned work and (b) that such reassignment shall only be made to a position then vacant.

If the Employer determines that a Faculty Member may, with limited retraining, qualify for reassignment to an academic position then vacant, such Faculty Member may be granted up to one year's leave of absence without pay in order to obtain the training that will qualify him/her for reassignment. The vacant position will be filled by special appointment for up to one (1) year, pending the Faculty Member's completion of required training during the specified time allotted.

22.2.3. Layoffs. When attrition and reassignment are insufficient or inapplicable methods of effectuating the required reduction in staff, bargaining unit members shall be laid off in accordance with the following:

22.2.3.1. The Employer may lay off on a system-wide basis or may limit the layoff to a specific department or technology. For the purposes of this Article, the library and counseling office at each college shall be considered a department.

22.2.3.2. In accordance with Section 22.2.3.1., above, the order of layoff of bargaining unit members shall be as follows:

- a. Part-time employees on special appointment
- b. Full-time employees on special appointment
- c. Part-time employees on terminal appointment
- d. Full-time employees on terminal appointment
- e. Part-time employees on regular appointment

- f. Full-time employees on regular appointment
- g. Employees on tenured appointment

Layoffs in each category listed above in this section shall be based upon both the academic needs of the System and seniority.

22.2.3.3. Non-bargaining unit employees in teaching, counseling, and/or librarian positions shall be laid off before bargaining unit employees except the employer may retain non-bargaining unit employees with special qualifications which cannot be readily replicated by bargaining unit employees.

22.2.3.4. After the Employer has identified the number of layoffs necessary and the departments or technologies affected, tenured bargaining unit members who are qualified, as determined by the Employer pursuant to the provisions of Section 22.2.3.4.1. and who have the ability to perform the work retained by the Employer, as determined by the Employer pursuant to the provisions of 22.2.3.4.2., below, may bump bargaining unit members in the same classification as the bumpor who have less seniority than the bumpor in the following order:

- a. less senior members assigned to the same department as the bumpor at the same college, starting with the least senior;
- b. less senior members assigned to other departments at the same college as the bumpor, starting with the least senior;
- c. less senior members assigned to the same department as the bumpor at a different college, starting with the least senior; and
- d. all other less senior members assigned to other departments at other colleges, starting with the least senior.

22.2.3.4.1. The following procedures shall be used to determine whether a member of the bargaining unit is qualified to bump into another department at the same or a different college:

a. A bargaining unit member who feels that he/she is qualified to teach and/or perform the job duties of positions in a different department within the System shall submit to the Employer a completed candidate summary form as provided by the Employer. This candidate summary form shall be filed by a tenured bargaining unit member within ninety (90) days of a grant of tenure. An updated candidate summary form shall be filed when the tenured bargaining unit member's status changes; the window period for such filing shall be September 1 through November 30 of each academic year.

b. The Employer shall inform the candidate of its decision regarding the candidate's qualification to teach and/or perform the job duties of a position in a different department within a reasonable period of time after the filing of

the form, said time generally to be within sixty (60) days after the filing of a form upon a grant of tenure or sixty (60) days after the close of the annual window period.

c. All bargaining unit members who have been deemed qualified for interdepartmental bumping rights shall retain such bumping rights subject to the right of the Employer to review and revise the qualifications for any particular department. When the Employer revises the qualifications of any particular position or department, all previously qualified bargaining unit members shall receive timely notice of such revision.

22.2.3.4.2. After notice of layoff, an Employee with departmental or interdepartmental bumping rights may be requested by the Employer for information concerning his/her experience and/or training when a determination is being made regarding the Employee's ability to perform the work retained by the Employer.

22.2.3.5. After written notification of the position to which a bumping employee will be assigned pursuant to 22.2.3.3., and employee must accept such assignment by written notification to the Employer within seven (7) calendar days. Employees who bump in lieu of layoff shall retain their rank and salary.

22.2.3.6. Seniority shall be defined as current, continuous service measuring from the Employee's most recent date of appointment or most recent date of hire to a bargaining unit position. Part-time bargaining unit employees shall accrue seniority without regard to the number of hours worked. Within sixty (60) days after the effective date of this Agreement, the Employer shall provide the Federation with a seniority list of bargaining unit employees.

22.2.3.7. Notice of Layoffs. The Employer shall give at least twelve (12) months' notice of layoff. Such notice does not apply to the bumpee under paragraph 22.2.4. below.

22.2.4. Recall. Employees who have been laid off shall be eligible for recall for a period of two years to a position at any college in the same department from which they were laid off or in a department in which they previously served. The order of recall shall be the most senior qualified employee for the available position. Employees shall receive notice of recall opportunities by registered letter at their last known address. A recalled employee must respond by registered letter within fifteen (15) calendar days. After the passage of fifteen (15) calendar days, recall rights shall be lost for that position and the next senior qualified employee for the available position shall be recalled. For two years after a layoff, the President of the Federation shall be notified of any bargaining unit positions to be filled in the System.

22.2.5. Scope of Grievance Arbitration. The determination of whether to reduce the workforce, the scope of such reduction of the workforce, the determination of what part of the workforce to reduce and the determination of qualifications for reassignment or bumping shall not be grieveable or arbitrable.

22.2.6. Expedited Grievance-Arbitration. Grievances involving or affecting a reduction in force shall be expedited as follows:

- a. Filed with the Chancellor within seven (7) calendar days, with or without a meeting;
- b. Written response within seven (7) calendar days, with or without a meeting;
- c. Arbitrator to be selected who can hear the case within twenty (20) days;
- d. Decision to be rendered within five (5) calendar days after the close of the hearing.

ARTICLE XXIII.
PAY, BENEFITS, RESPONSIBILITIES,
AND UTILIZATION OF PART-TIME FACULTY

23.1. DEFINITION

A part-time teaching Faculty Member on special appointment is defined as an employee who is hired to teach at least 7.5 contact/credit hours but less than 12 contact/credit hours in any one semester. A part-time teaching Faculty Member on a regular appointment is defined as an employee obligated by the terms of his/her appointment to teach more than 15 but less than 24 contact/credit hours per academic year.

23.2. RATES OF PAY

Part-time unit members who teach 7.5 contact/credit hours or more but less than 11 contact/credit hours in a semester shall be paid at the credit hour rate established in accordance with the part-time lecturer rate. Part-time unit members who teach 11 contact/credit hours or more but less than a full load shall be paid at the credit hour rate determined by dividing the minimum salary of their rank by 480.

23.3. FRINGE BENEFITS

23.3.1. Insurance and Retirement. Part-time unit employees will be eligible for insurance plans under the same conditions as full-time, regular unit employees, and will be eligible for retirement benefits in accordance with the Pension Coordinating Committee Agreement, as amended.

23.3.2. Personal Leave. The eligibility of part-time unit employees for personal leave shall be determined in accordance with Section 5 of the Connecticut General Statutes and pertinent regulations as they exist now or may be amended.

23.3.3. Sick leave, military leave and maternity leave shall be provided to part-time unit members on a pro-rata basis.

23.3.4. Longevity. Part-time unit employees shall be eligible to receive longevity in accordance with Section 5-213 of the Connecticut General Statutes and pertinent regulations. In determining eligibility, service shall accrue on the basis of the number of contact/credit hours taught in any academic year divided by thirty (30).

23.3.5. Sick and Vacation Leave. Annual sick and vacation leave shall continue to be available to unit members who are rehired with one year of separation from employment.

23.4. PROFESSIONAL RESPONSIBILITIES

Part-time unit employees who are in the bargaining unit and are scheduled to teach nine (9) or more contact/credit hours shall schedule at appropriate times at least three (3) regular office hours per week for the purpose of student-faculty contact as it relates to classroom/laboratory instruction. Part-time unit employees who are assigned to teach seven and one-half (7.5) or more contact/credit hours, but less than nine (9) contact/credit hours shall schedule at appropriate times at least two (2) regular office hours per week for the purpose of student-faculty contact as it relates to classroom/laboratory instruction. Prior to the first day of classes, part-time unit members shall submit their schedule of office hours to the Academic Dean for approval. In consideration of providing increased pay and benefits, it is expected that part-time unit employees will increase their participation in faculty, departmental and committee affairs.

23.5. COURSE PRIVILEGES

In addition to the waiver of tuition and fees permitted under Chapter 185b, Section 10a-77 of the Connecticut General Statutes, the Board may waive tuition and fees for bargaining unit members and their spouses and dependent children at all colleges in the Community College System.

23.6 TRAVEL EXPENSES AND REIMBURSEMENTS

Employees shall be reimbursed for mileage, meal, and lodging expenses in accordance with State travel regulations.

ARTICLE XXIV. **ADDITIONAL TEACHING**

Unit employees shall be notified of, and, should they apply, shall be considered for teaching opportunities beyond the amount they are obligated to teach by the terms of their appointments. As soon as practicable unit employees who have so

applied shall be notified whether they have been selected. It is understood that no employment or pay obligation will arise if, after such selection, the class does not form.

ARTICLE XXV.
PRINTING AND DISTRIBUTION OF AGREEMENT

The Board and the Federation shall agree on galley and final “page” proofs prior to the press run. Arrangements for printing and distribution shall be subsequently agreed to by the parties provided that said Agreement shall be final page ready for printing and distribution within 120 days of Legislative approval. The Board shall provide a copy of this Agreement to each new Faculty Member pursuant to Article IX. The Federation shall distribute a copy of this Agreement to all current members of the bargaining unit.

ARTICLE XXVI.
SAVINGS CLAUSE

If any provision of this Agreement is declared to be unlawful or unenforceable or not in accordance with applicable statutes or regulations by an administrative agency or judicial authority of appropriate jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXVII.
LEGISLATIVE ACTION

The cost items contained in this Agreement and the provisions of this Agreement which supersede preexisting statutes shall not become effective unless or until legislative approval has been granted pursuant to Section 5-278 of the Connecticut General Statutes. The Board shall request such approval as provided by law. If the Legislature rejects such request as a whole, the parties shall return to the bargaining table.

ARTICLE XXVIII.
EXTENT OF AGREEMENT

The understanding and agreements arrived at by the parties set forth in this Agreement shall constitute the sole Agreement between the parties for the duration thereof.

Therefore, the parties for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. Provided, however, in the event a reorganization of the State College System is mandated by the Legislature, the Board will negotiate with the Federation over the impact such reorganization has on bargaining unit members.

ARTICLE XXIX.
NEGOTIATIONS

29.1. MATTERS SUBJECT TO COLLECTIVE BARGAINING

29.1.1. The Employer shall not negotiate with any individual member of the bargaining unit (or with any groups of individuals in the bargaining unit) on any matter which is subject to collective bargaining unless otherwise provided for in this Agreement, except that nothing contained in this Agreement shall be construed to prevent the Employer from meeting with any individual in the processing of grievances (in accordance with the provisions of Article 14) or to hear and discuss views on any matter with any individual or organization.

29.1.2. Any changes or modifications of any matter covered by any of the provisions of this Agreement shall be made only after negotiations with the Federation and only after agreement with said Federation.

29.2. NEGOTIATIONS OVER MATTERS NOT COVERED BY THE TERMS OF THIS AGREEMENT

29.2.1. For the duration of this Agreement, all provisions contained herein shall remain in effect without revision or addenda, except as the Federation and the Board otherwise agree.

29.2.2. Any such additional agreement reached shall be reduced to writing, shall be signed by the Board and Federation, and shall thereby become an addendum to this Agreement, and by reference shall be incorporated in said Agreement.

29.3. SUCCESSOR NEGOTIATIONS

Not later than January 1, 2006, the Board and the Federation shall begin negotiations for a successor agreement to be effective July 1, 2007.

ARTICLE XXX.
TERM AND DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2005 and shall expire June 30, 2007.

SIGNATURES OF THE PARTIES TO THIS AGREEMENT

BOARD OF TRUSTEES OF
COMMUNITY-TECHNICAL COLLEGES

FEDERATION OF TECHNICAL
COLLEGE TEACHERS, AFT,
LOCAL 1942, AFL-CIO

By: _____
Marc S. Herzog
Chancellor

By: _____
Dennis J. Bogusky
President

SCHEDULE A

LONGEVITY

2005-06

Classification/Longevity Category	Longevity Base	10-14 years	15-19 years	20-24 years	25 or more years
Librarian (10 month)	\$1,384	346	692	1,038	1,384
Instructor	\$1,488	372	744	1,116	1,488
Librarian (12 month)	\$1,660	415	830	1,245	1,660
Assistant Professor	\$1,740	435	870	1,305	1,740
Counselor (10 month)	\$1,764	441	882	1,323	1,764
Associate Professor	\$2,024	506	1,012	1,518	2,024
Counselor (12 month)	\$2,116	529	1,058	1,587	2,116
Professor	\$2,316	579	1,158	1,737	2,316

2006-07

Classification/Longevity Category	Longevity Base	10-14 years	15-19 years	20-24 years	25 or more years
Librarian (10 month)	\$1,384	346	692	1,038	1,384
Instructor	\$1,488	372	744	1,116	1,488
Librarian (12 month)	\$1,660	415	830	1,245	1,660
Assistant Professor	\$1,740	435	870	1,305	1,740
Counselor (10 month)	\$1,764	441	882	1,323	1,764
Associate Professor	\$2,024	506	1,012	1,518	2,024
Counselor (12 month)	\$2,116	529	1,058	1,587	2,116
Professor	\$2,316	579	1,158	1,737	2,316

SCHEDULE B

SALARY SCHEDULES

Faculty

**Full-time Faculty – 10 Month Contract
FY2006 – FY2007**

2005-06		Step														Average
	Group	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Step Value
INSTR	1	42385	43784	45183	46582	47981	49380	50779	52178	53577	54976	56375	57774	-	-	1399
ASS'T	2	45775	47286	48797	50308	51819	53330	54841	56352	57863	59374	60885	62396	63907	-	1511
ASSOC	3	51706	53415	55124	56833	58542	60251	61960	63669	65378	67087	68796	70505	72214	73923	1709
PROF	4	59339	61296	63253	65210	67167	69124	71081	73038	74995	76952	78909	80866	82823	84780	1957

2006-07		Step														Average
	Group	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Step Value
INSTR	1	43657	45098	46539	47980	49421	50862	52303	53744	55185	56626	58067	59508	-	-	1441
ASS'T	2	47148	48704	50260	51816	53372	54928	56484	58040	59596	61152	62708	64264	65820	-	1556
ASSOC	3	53257	55017	56777	58537	60297	62057	63817	65577	67337	69097	70857	72617	74377	76137	1760
PROF	4	61119	63135	65151	67167	69183	71199	73215	75231	77247	79263	81279	83295	85311	87327	2016

SALARY SCHEDULES
Counselors/Librarians
FY2006 – FY2007

12-Month

Group	Step																		Avg Step
2005-06	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	Value
18	51,300	53,013	54,743	56,490	58,254	60,036	61,836	63,654	65,490	67,344	69,217	71,109	73,020	74,950	76,899	78,867	80,855	82,863	\$1,857
19	55,630	57,485	59,359	61,252	63,164	65,095	67,045	69,015	71,005	73,015	75,045	77,095	79,166	81,258	83,371	85,505	87,660	89,837	\$2,012

Group	Step																		Avg Step
2006-07	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	Value
18	52,839	54,603	56,385	58,185	60,003	61,839	63,693	65,566	67,458	69,369	71,299	73,248	75,216	77,204	79,212	81,240	83,288	85,356	\$1,913
19	57,299	59,210	61,140	63,089	65,057	67,045	69,053	71,081	73,129	75,197	77,286	79,396	81,527	83,679	85,853	88,049	90,267	92,507	\$2,071

10-Month

Group	Step																		Avg Step
2005-06	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	Value
18	42,750	44,178	45,619	47,075	48,545	50,030	51,530	53,045	54,575	56,120	57,681	59,258	60,850	62,458	64,083	65,723	67,379	69,053	\$1,547
19	46,358	47,904	49,466	51,043	52,637	54,246	55,871	57,513	59,171	60,846	62,538	64,246	65,972	67,715	69,476	71,254	73,050	74,864	\$1,677

Group	Step																		Avg Step
2006-07	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	Value
18	44,033	45,504	46,990	48,491	50,007	51,538	53,084	54,645	56,222	57,815	59,424	61,049	62,690	64,347	66,021	67,712	69,420	71,145	\$1,595
19	47,749	49,341	50,949	52,573	54,213	55,869	57,542	59,232	60,939	62,663	64,404	66,162	67,938	69,732	71,544	73,374	75,222	77,088	\$1,726

SCHEDULE C
TABLE OF RANK AND MINIMUM QUALIFICATIONS[‡]

Classification	Minimum Qualifications Approved by the Board of Trustees [§]	Standard Equivalencies
TEACHING FACULTY		
Professor	Master's and 10 years	6 th and 9 years Doctorate and 8 years
Associate Professor	Master's and 7 years	6 th and 6 years Doctorate and 5 years
Assistant Professor	Master's and 4-6 years	6 th and 3 years Doctorate and 2 years
Instructor	Master's and 0-2 years	6 th year
Librarian	Master's and 1-4 years incl. 0-2 years supv.	6 th and 1-3 years incl. 0-2 supv.
Counselor	Master's and 2-5 years incl. 0-2 years supv.	6 th and 1-4 years incl. 0-2 supv.

[‡] These are the minimum qualifications established by the Board on October 16, 1989 for each classification. The Board action also authorized the Chancellor to establish specific minimums for each type of position assigned to that classification and to establish qualifications less than the minimum in order to meet market conditions.

SCHEDULE D
MISCELLANEOUS RATES OF PAY UNDER COALITION CONTRACT
FOR 2005-2007

	Rate Per:	2005-06	2006-07
Part-Time Lecturer			
Level I < 18 credit hours	Workload credit	\$1,098	\$1,153
Level II > 18 credit hours	Workload credit	\$1,183	\$1,242
Part-Time Nursing			
0-3 years at college	Hour	\$40.03	\$42.03
> 3 years at college	Hour	\$44.44	\$46.66
PTL with Clinical component	Course	\$8,141	\$8,548
Nursing/Dental Course Leader	Semester	\$2,541	\$2,668
Program Coordinators (cash)	release or cash per PC Level I, II, or III	\$3,549	\$3,726
Department Chairs (cash)			
Department Chair <17	FTE	\$143	\$150
Department Chair >17	FTE	\$366	\$384
Summer Call in	Per diem	\$302 (summer 06)	\$317 (summer 07)

Rates of Pay for Coaches and Athletic Directors

	Step 1	Step 2	Step 3	Step 4	Step 5
2005-06					
Athletic Director	\$9,317	\$10,114	\$10,911	\$11,708	\$12,505
Coach (major)	\$6,382	\$6,957	\$7,532	\$8,107	\$8,682
Asst. Coach (major)	\$3,829	\$3,149	\$4,469	\$4,789	\$5,109
Coach (minor)	\$2,553	\$2,757	\$2,960	\$3,165	\$3,369
Asst. Coach (minor)	\$1,277	\$1,379	\$1,481	\$1,582	\$1,685
2006-07					
Athletic Director	\$9,783	\$10,620	\$11,457	\$12,293	\$13,130
Coach (major)	\$6,701	\$7,305	\$7,909	\$8,512	\$9,116
Asst. Coach (major)	\$4,020	\$3,306	\$4,692	\$5,028	\$5,364
Coach (minor)	\$2,681	\$2,895	\$3,108	\$3,323	\$3,537
Asst. Coach (minor)	\$1,341	\$1,448	\$1,555	\$1,661	\$1,769

APPENDIX A
REVISED POLICIES AND PROCEDURES
FOR RANKING AND PROMOTION
OR STATE TECHNICAL COLLEGE FACULTY

I. REQUIREMENTS FOR PROMOTION

In addition to the minimum academic requirements for academic ranking, consideration is to be given to teaching effectiveness, scholarship, professional growth, contributions to student, department, college and community welfare, and professional experience. Such consideration will assure the selection of competent, well-qualified individuals who will enhance the prestige of each academic rank. To assist evaluators, a list of items suggested to be used for consideration is set forth in Section II as an example of the kinds of achievement, activities, and attributes which should be considered.

**II. SUGGESTED ITEMS FOR CONSIDERATION FOR
FACULTY PROMOTION STATE TECHNICAL COLLEGES.**

A. Teaching Effectiveness

1. Displays imaginative techniques, effective methods of communication and mastery of subject matter in teaching.
2. Develops and uses innovative teaching materials.
3. Demonstrates an understanding of and encouragement of student growth.
4. Demonstrates commitment to the College mission and the programs.

B. Scholarship and Professional Growth

1. Completion of additional courses and degrees.
2. Honors and awards received from learned or professional societies.
3. Papers read at meetings of professional or learned societies.
4. Membership and activity in learned or professional societies.
5. Publications including contributions to professional literature.
6. Participation in seminars, workshops, conferences.

C. Contributions to Student, Department, College, and Community Welfare

1. Advances the best interests and objectives of the college, the faculty, and the students by active participation in committees and/or community activities.
2. Provides leadership and sponsorship of student or extra-curricular activities.
3. Demonstrates outstanding efforts in special phases of the college program, publications, placement, public relations, recruitment and retention.
4. Makes special contributions to the department.
 - a. Supervises and prepares laboratory or instructional materials and equipment.
 - b. Enhances departmental communications with the college and student body.
 - c. Provides assistance in the administrative work of the department.
 - d. Contributes to syllabus and curriculum improvement.
 - e. Preparation of Grant proposals.
5. Contributes to stimulating growth in teaching skills of others by providing assistance to less experienced members of the faculty; demonstrations and participation in panels or forums of educational and cultural nature within the department or on a college wide basis.

APPENDIX B
MEMORANDUM OF AGREEMENT

Whereas, the coalition unions, consisting of the Congress of Connecticut Community Colleges (“Congress”), American Federation of State, County and Municipal Employees, Chapter 148, Local 1303 (“AFSCME”), and the Federation of Technical College Teachers, Local 1942, American Federation of Teachers (“the Federation”), have agreed that .1% of total base payroll for all three units will be assigned to the Federation to offset the cost of promotions;

And, whereas, the Federation and the Board wish to move to a cycle of promotion funding whereby promotion dollars are expended to support in-base promotions which are implemented in the fiscal year immediately following the year in which the process takes place and the dollars were appropriated, thereby generating lump-sum dollars during the fiscal year in which appropriated; now, therefore,

It is hereby agreed that:

1. In-base salary adjustments associated with promotions that result from the 2001-02 promotion process, and are implemented in the 2002-03 fiscal year, will be funded from the following sources:
 - Residual roll-out dollars in the promotion account (A837) from the 2001-02 and prior years, which the parties estimate to be approximately \$58,724, and, if necessary,
 - A portion of the .1% of the coalition base payroll which is made available to the AFT for promotions in the first year of the contract (2002-03).
2. Residual cash in the AFT promotion account (A837) from the 2001-02 and prior years will be made available to the Board in order to implement lump-sum merit awards and educational excellence awards, during the 2002-03 year.
3. Effective with the second year of the contract (2003-04), the parties agree that during each year of the agreement, one-half of the lump-sum dollars available for promotions shall be available to the Board for lump-sum payments for merit, and one-half of these lump-sum dollars shall be available to the Board for educational excellence and distinguished service awards.

APPENDIX C
GRIEVANCE SETTLEMENT
(Grant or Contract-funded Courses)

Whenever a teaching Faculty member voluntarily accepts an offer of employment to teach a grant or contract-funded course (regardless of the location of where the course is taught or whether said course is for credit or not), he/she shall be compensated at market driven rates, as determined by the Employer and the individual bargaining unit member. Said rates shall not be subject to the grievance and/or arbitration provisions of the Parties' collective bargaining agreement. For these purposes, a "grant-or contract-funded course" shall be defined as any course whose funding derives from a grant from a contract with any public sector or private entity (for example, a contract with Pratt & Whitney or a grant from the Connecticut Department of Labor).

Recognizing that the parties have not sought to re-negotiate the provisions of the above paragraph, the parties hereby confirm the continuing applicability of this paragraph to the compensation of teaching faculty who voluntarily accept additional employment for such courses.

The Employer may determine the number of weeks and the contact/credit hours which shall be contained in courses covered by this Appendix.

APPENDIX D
MEMORANDUM OF AGREEMENT

Applicable To Courses Which Are Assigned To Level I Or Level II Part-Time Faculty Members Or Which Are Part Of A Full-Time Faculty Member's 24 Contact/Credit Hour Workload:

The parties recognize that a semester configuration of less than the fifteen/sixteen week norm may be desirable. It is agreed that the fifty-minute contact/credit hour standard may be adjusted to accommodate such alternative semester configuration. Therefore, the parties agree that the alternate semester configuration shall be derived by dividing 750 minutes by the alternative number of weeks, e.g. 750 minutes divided by 14 weeks= 53.5 minutes per week for each contact/credit hour.

Grant or Industry related programs which are assigned as part of the regular workload of Faculty Members may necessitate substantially reduced week semesters (such as the Gateway Community College Automotive Program). When such programs are identified, the parties shall meet to resolve any concerns caused by such alternative scheduling.

APPENDIX E
LETTER OF AGREEMENT RE:
ADDITIONAL RESPONSIBILITIES OF TEACHING FACULTY

In the course of negotiations, the parties have identified shared concerns regarding the professional responsibilities of teaching faculty beyond those associated with classroom instruction and related duties. The parties recognize that, as professionals, teaching faculty are expected to extend their services to meet other institutional needs related to the mission, goals, and priorities of the college and System. Further, the parties acknowledge that the employer has the responsibility and the right to require the satisfactory fulfillment of appropriate additional responsibilities as part of the teaching workload requirement set forth in Section 8.3.1.2 and to evaluate the quality of services rendered under the provision as part of the employee's overall evaluation.

To this end, each college shall publish and distribute to all members of the teaching faculty a comprehensive statement of its institutional mission, goals and priorities. At the conclusion of the spring semester, on or before June 1, each faculty member will submit a report indicating the specific activities that were undertaken to meet the obligation of Section 8.3.1.2. The report shall recommend additional responsibilities for the following year. The report will also be included in the faculty member's professional file and be considered for purposes of evaluation. The employer will determine whether the statement satisfies the obligations specified in Section 8.3.1.2. and is consistent with the priorities of the college and the System.

It is contemplated that questions regarding additional responsibilities may be resolved by means of correspondence or discussions during the summer months. Unit members shall not be required to participate in any such discussion and the employer shall incur no liability as the result of any such discussion.

Should it be determined that the statement does not satisfy this intent or that there are other priorities, the employer will so notify the faculty member on or before September 1. The faculty member will be encouraged to file an amended statement within fifteen days of receiving this notice. The employer will confer with the faculty member upon the request of the faculty member and make a reasonable effort to reach agreement on the additional responsibilities. By September 15, or as soon thereafter as possible, the employer shall provide a statement of additional responsibilities to the faculty member, which shall be a part of the professional file. It is recognized that circumstances may necessitate alteration in the additional responsibilities during the academic year. Changes may be initiated by either the employer or the faculty member, but must be approved by the employer.

APPENDIX F **RE: ADDITIONAL RESPONSIBILITIES**

The Side Letter regarding Additional Responsibilities includes a mechanism for building in significant peer input designed to re-energize and better organize Additional Responsibilities. The peer teams shall have access to all reports upon complete Additional Responsibilities so that they may better guide the following year's Additional Responsibilities. If the parties are unable to agree on the mechanism for building in peer input, the mechanism shall be subject to arbitration before Tim Bornstein, however any resulting mechanism shall not alter the managerial review provided above.

APPENDIX G **RE: COMPUTER LITERACY**

The parties understand that the computer literacy language of Section 8.3.5.1.(g) and Section 8.3.7.(d) shall not be interpreted as requiring Faculty Member, Counselors and Librarians to possess each and every skill listed in those sections. Rather, it is the parties' understanding that Faculty Members, Counselors and Librarians should possess strong computer/information literacy skills and that they possess such skills required for the full and effective performance of their positions. To the extent that Faculty member, Counselors and Librarians need to improve their computer/information literacy skills, the parties encourage them to engage in Professional Development activities designed to gain or strengthen such literacy skills. The parties have provided additional funds for this exclusive purpose, which may include group training, although Professional Development funds may also legitimately be used for this purpose. The parties further recognize that it is not reasonable to require employees to acquire, retain, or use computer literacy skills if they do not have regular workplace access to computer hardware and that management is responsible for providing access to the computer

hardware to the extent it seeks to require or encourage the acquiring, retaining, or use of such skills.

APPENDIX H
AGREEMENT RE: SELECTION AND COMPENSATION OF
TECHNOLOGY PROGRAM COORDINATORS

Currently, it is the Board's intention that all technology programs will have a field practice, internship or cooperative educational experience.

The Federation and Board agree as follows:

1. The president, after consultation with the dean in charge of technology programs, will designate the technology program coordinators. A faculty member presently designated as "department chair" of a technology program will be given first consideration as a coordinator of that program.
2. For 1994-95, technology program coordinators will be considered category II program coordinators. For 1995-96, a technology program coordinator will remain in category II, provided he/she coordinates a field practicum, internship or cooperative education experience as an integral part of his/her program. For those technologies where field practica, internships or cooperative educational experiences are suitable, the management of each college will work with the coordinators to incorporate such an educational component in the coordinators' programs. A coordinator who has not made substantial progress toward full implementation by the Spring of 1995 will be compensated as a category I coordinator for 1995-96, unless his or her lack of substantial progress is caused by the management of the college failing to work with him or her as called for above.

It is understood that management may determine that field practica, internships or cooperative educational experiences are not suitable for some technologies, in which case the coordinators for those technologies shall be placed in category I.

3. For 1994-95 and 1995-96, coordinators compensated as category II coordinators will receive a combination of release time and cash compensation. This provision shall sunset and expire on June 30, 1996.
4. This Agreement and the practice under it shall not constitute a precedent and may not be asserted except to enforce its terms.

APPENDIX I
MERGED COLLEGE ACADEMIC STRUCTURES
(DEPARTMENT CHAIR AGREEMENT)

Agreement, made and entered into by the Congress of Connecticut Community Colleges (“the Congress”) and the Federation of Technical College Teachers, Local 1942, American Federation of Teachers (“the Federation”) hereafter referred to as “the unions”, and the Board of Trustees of the Community-Technical Colleges, hereafter referred to as “the Board”. Where a portion of the Agreement relates to a specific union or unions, the Agreement shall refer to the Congress or the Federation.

This Agreement follows from a decision by the Board to merge the separate academic organizations of the five merged community colleges so that each college has a single academic structure.

The parties agree as follows:

1. That they fully bargained with respect to the impact of the Board’s decision, including compensation for academic supervision, and that the Agreements reached are set forth in this document. However, it is understood that this Agreement does not purport to resolve issues or affect any party’s rights with respect to unit placement.
2. To the extent that this Agreement modifies a term of the Collective Bargaining Agreement between the union and the Board, the terms of this Agreement shall control.
3. Disputes with respect to the interpretation of this Agreement shall be subject to the following grievance resolution mechanism:
 - a. Grievance may be filed by either union at Board level. The non-filing union shall be a necessary party to said grievance with the right to be present and heard.
 - b. Grievances shall be resolved utilizing the procedure outlined in Article 8.4 of the 1990-1993 Collective Bargaining Agreement between the Federation and the Board.
 - c. The arbitrator shall not substitute his judgment for that of the employer or make a decision which has the effect of substituting his judgment for that of the employer with respect to academic judgments.
4. It is understood that the Agreement with respect to the implementation of the new academic structures is modified to take cognizance of the date of this Letter of Agreement, so that implementation will occur for the Fall Semester, 1994. The

department chairs will be selected and announced by June 2 or as soon thereafter as is feasible.

5. Department chairs shall be given release time for their chair duties based upon the number of full-time equivalent (FTE) faculty they directly supervise.
 - a. FTE faculty shall be determined by adding the number of active full-time faculty as of the beginning of the Fall Semester and the average number of part-time members during the Fall and Spring Semesters of the previous academic year. In departments which have program coordinators supervising faculty in their programs/disciplines, chairs will receive release-time credit for supervising coordinators but not for faculty in the coordinators' programs/disciplines.
 - b. The total FTE faculty will be determined by adding the total full-time faculty and the total FTE part-time faculty. The total FTE part-time Congress faculty will be determined by dividing the total number of credits taught for the Fall and Spring Semesters by 24. The total FTE part-time Federation faculty will be determined by dividing the total number of contact hours taught for the Fall and Spring Semesters by 30.

FTE Department Faculty Supervised	Released Credit Hours (Congress-annual)	Released Contact Hours (Federation-Annual)	Compensation Range **
1 – 3.99	6	8	\$ 100+
4 – 9.99	9	11	\$ 400+
10 – 16.99	12	15	\$1,000+
17 – 25.99	15	19	\$1,700+
26 or more	18	23	\$2,600 plus \$100 per FTE faculty member in the department over 26

- c. Department Chairs shall receive \$100 per FTE faculty member in the department for their ongoing responsibility for department business. In accordance with the present practice, it is recognized that department chairs and teaching Faculty Members with administrative responsibility may devote time to the department's business during the summer and intersessions. When it is necessary for a department chair or other teaching faculty member with administrative responsibility to devote considerable time to department business during the summer, and a mutually agreed-upon schedule is worked out, the appropriate dean, with

** See Schedule E (Miscellaneous Rates of Pay) for current pay rates for Department Chairs.

the approval of the President, may authorize additional days of compensation at \$202 per day, not to exceed 20 days.

- d. A department chair who supervises 17 or more FTE faculty, may not receive more than 12 credit hours (Congress) or 15 contact hours (Federation) of release time per academic year. In such case, the appropriate dean, in consultation with a department chair, and with approval of the President, may allocate part of the release time assigned to the department to another member of the department, who may be referred to as an academic discipline coordinator to assist with administrative duties. For situations in which the employer determines that there is no suitable person to perform the work, the department chair shall be paid \$255 for each FTE beginning with the 17th FTE.
6. In consideration of the fact that the new academic organization represents a departure from the existing structure under the Federation contract, a non-recurring lump sum payment of \$35,000 dollars shall be divided on a per capita basis to each member of the Federation bargaining unit employed on June 3, 1994.
7. It is understood that any additional costs which result from the implementation of this Agreement for 1994-95 shall be taken from funds currently available under the Congress contract. The parties understand the additional cost shall be substantially as outlined in the Board's costing dated April 22, 1994 (appended hereto), plus the \$35,000 reflected in paragraph 6 above, minus the one hundred and forty-four thousand dollars for summer work and the \$64,165 for conversion of division directors to department chairs (Capital Community-Technical College).

Further, it is agreed that the costs which result from the implementation of this Agreement for 1995-06 shall be a part of the cost structure for the Congress contract for that fiscal year. This cost shall be submitted in any arbitration as a stipulated issue and shall not be deemed to have any impact on the arbitrator's decision with respect to any other compensation item.

APPENDIX J **DEPARTMENT CHAIRS (UNINTENDED CONSEQUENCES)**

Whereas, the parties recognize that the impact of the Letter of Agreement re: Merged College Academic Structures has resulted in unintended adverse consequences; and,

Whereas, the parties desire to ameliorate these consequences;

Now, therefore, the parties agree as follows:

1. Department chairs who work in an academic structure in which division directors have administrative responsibilities for the department will be paid \$100 per FTE

faculty in the department. This is in addition to release time for part-timers which is provided for in the tentative agreement of May 24, 1994.

2. For departments which have program coordinator(s) supervising faculty in the program(s), chairs will receive release-time credit for FTE faculty in the program on a prorated basis of 1 to 10. The foregoing is in addition to the compensation credit set out in paragraph 5 of the Letter of Agreement.
3. The parties agree to bargain over whether it is appropriate to include as a compensable factor non-Faculty Members who are supervised by members of an academic department. If the parties fail to reach agreement on this issue, it shall be subject to expedited interest arbitration. Any additional costs resulting from the arbitrator's award shall be subject to paragraph 4, below.
4. Any additional costs resulting from this agreement for 1994-95 and 1995-96 shall be taken from funds available under the Federation contract (1992-93 professional development dollars).
5. The accommodations set out herein, including any costs pursuant to paragraph 3, above, shall be terminated at the end of 1995-96 and may not be asserted as precedent by either party.

APPENDIX K **TREATMENT OF PTL CALCULATION FOR DEPARTMENT CHAIRS**

This is to confirm the understanding of the parties that part-time faculty who are retained to partially replace full-time faculty granted release time are not included in department FTE calculations if: (a) The released faculty member does not report to the department chair for the released activities; and (b) the release is not for supervisory responsibilities under the department chair and program coordinator agreements. The departments FTE calculations will continue to include full credit for the full-time faculty member, as provided by the agreement(s) among the parties.

APPENDIX L **MINORITY FELLOWSHIP PROGRAM**

Agreement made this 17th day of May 2000 by and between the Congress of Connecticut Community Colleges ("the Congress"), AFSCME Local 1303-148, Council 4 ("AFSCME"), the Federation of Technical College Teachers, AFT ("The Federation") and the Board of Trustees of Community-Technical Colleges ("the Board") respecting the Community College System Minority Fellowship Program.

1. The parties agree that dollars contained in separate contract accounts for purposes of the Minority Fellowship Program shall be pooled for use in support of the Program, irrespective of the College or System Office location of the particular

fellow, mentor or activity being funded. Expenditure of minority fellowship dollars shall be subject to agreement by all parties.

2. The parties further agree that monies set aside for the Minority Fellowship Program that have been carried forward from prior years shall be used for such program-related activities as the parties may mutually agree to support.
3. It is contemplated that there will be thirteen fellows in each appointment year, one at each college and one in the Chancellor's Office. The parties agree that the scheme for bargaining unit placement of fellows shall be as follows:
 - a. All fellows selected at non-merged colleges shall be placed in the Congress bargaining unit;
 - b. A fellow selected at Capital Community College shall be placed in the AFSCME bargaining unit;
 - c. Fellows selected at Gateway Community College and at Naugatuck Valley Community College shall be placed in the Congress bargaining unit;
 - d. Fellows selected at Norwalk Community College and at Three Rivers Community College shall be placed in the Federation bargaining unit;
 - e. The fellow selected for the Chancellor's Office shall be placed in the Congress bargaining unit. The placement of the Chancellor's Office fellow in a bargaining unit shall not be asserted as a precedent.
4. The parties agree that nothing contained in the 1997-2001 Coalition Agreement or any other applicable agreement, nor shall any practice of the parties respecting the deduction of dues and fees from the stipends paid to minority fellows be offered as evidence for any purpose in any negotiation between the Board and the Coalition unions, or any of them, or in any proceeding that may be commenced before the State Board of Labor Relations or before any court.
5. The Union agrees to indemnify and save the Board harmless from any claims arising out of or resulting from any deduction of dues or fees from the stipend paid to minority fellows. In the event any agency or court of competent jurisdiction orders the Board to rebate to fellows the service fee or any portion thereof, the Union agrees to hold the Board harmless for said deduction by returning the agency fee which has been deducted for the period involved.

APPENDIX M

Re: MINORITY FELLOWSHIP PROGRAM

In an effort to add value to the fellowship experience, the three professional employee unions and the Board have agreed that financial support for the professional development activities for fellows, and fellows and mentors, may be afforded, up to the limits specified:

- Up to \$500 per fellow on an annual basis;

- For joint fellow/mentor activities, up to \$250 annually for the mentor to participate jointly with the fellow in a professional development activity. It is assumed that the lesser amount for the mentor is appropriate because there is already professional development funding for the mentor as a professional staff member.

APPENDIX N

COMPENSATION OF ATHLETIC COACHES

The parties have agreed to the following with respect to the compensation of part-time athletic coaches in the Congress, AFT and AFSCME bargaining units:

1. This memorandum of agreement resolves all issues, which were or could have been raised regarding the terms of the Spring 1998 settlement agreement which provided that "There shall be a joint study committee created to look at harmonizing coaching compensation. Any increases in total dollars recommended by the committee and approved/ratified by both the coalition and the Board of Trustees shall be paid for with existing contract funds."
2. The parties have adopted a new compensation structure for part-time athletic directors and coaches for the 1999-2000 and 2000-01 academic years, as indicated on Attachment A.^{††} The new harmonized structure replaces the 1977 "community college" grid and the rates of pay in Article 16 of the AFT contract and shall be included in the three contracts (i.e., AFT, CCCC and Congress/AFSCME merged agreement).
3. The new structure has two tiers for coaches as noted below:
 - Major Sports: basketball, baseball, soccer, softball and football.
 - Minor Sports: golf, tennis cross-country, track, volleyball, field hockey, and all other sports unless the parties otherwise agree.
4. Employees will be placed on the new salary grid in accordance with the following:
 - a. Individuals employed in the CTC system as athletic coaches during the 1998-99 and 1999-2000 year will be placed on the 1999-2000 grid, at the closest step which does not result in a decrease from the 1997-98 salary.
 - b. Individuals previously employed in the CTC system as athletic coaches, but not employed as coaches during 1998-99 shall be placed at the minimum salary.
 - c. New athletic coaches will be placed at the minimum salary.
 - d. Athletic directors will be placed at minimum salary.

^{††} Rates of pay for Athletic Coaches for the period 2002-05 are set forth at Schedule E.

5. Coaches who work in 1999-2000 and return in 2000-2001 shall move from their step on the 1999-2000 grid to one-step higher on the 2000-01 grid. Athletic directors who work in 1999-2000 and return in 2000-01 shall move from step one of the 1999-2000 and return in 2000-01 shall move from step one of the 1999-2000 grid to step two of the 2000-01 grid.
6. Increases to the athletic director and coach compensation schedule, and continuation of step increases beyond the 2000-01 year are subject to future negotiation and funding.
7. Recognizing that athletic programs vary in size and scope, the parties have agreed that colleges with fledgling athletic programs may compensate part-time Athletic Directors at a rate which is 85% of the rates noted in Attachment A. The parties do not contemplate payment of the reduced rate for more than three years.
8. The following rules shall govern the placement of part-time Athletic Directors and Coaches into the three bargaining units:
 - c. Full-time faculty and administrators who are engaged as athletic directors or coaches for additional compensation shall remain in their current bargaining unit (i.e. Congress, AFSCME or AFT).
 - d. Employees whose only employment obligation is part-time athletic director or coach shall be placed in either the Congress or AFT bargaining units based upon the following:
 1. Athletic directors and coaches at the seven non-merged colleges (Asnuntuck, Housatonic, Manchester, Middlesex, Northwestern, Quinebaug Valley, Tunxis) shall be placed in the Congress bargaining unit.
 2. Athletic directors and coaches at the five merged colleges (Capital, Gateway, Naugatuck Valley, Norwalk, Three Rivers) shall be placed in the Congress or AFT unit in accordance with this schedule.
 - The first athletic director or coach goes into the Congress
 - The second athletic director or coach goes into the AFT
 - The third athletic director or coach goes into the Congress
 - The fourth athletic director or coach goes into the Congress
 - The fifth athletic director or coach goes into the Congress
 - The sixth athletic director or coach goes into the AFT
 - The seventh athletic director or coach goes into the Congress
 - The eighth athletic director or coach goes into the Congress
 - The ninth athletic director or coach goes into the Congress
 - The tenth athletic director or coach goes into the AFT
 - The eleventh athletic director or coach goes into the Congress
 - e.

- The twelfth athletic director or coach goes into the Congress
 - The thirteenth athletic director or coach goes into the Congress
 - The fourteenth athletic director or coach goes into the AFT
3. Unit placement decisions at the merged colleges are done college by college, one year at a time as indicated in 8.b.2 above. The parties recognize that this methodology may result in employees changing bargaining units each year.
9. Neither party will assert the characteristics (e.g., salary ranges, step values, step advancement) of the athletic director and coach compensation structure as precedential with respect to the salary structures of other bargaining unit employees, including but not limited to, other part-time Educational Assistants, part-time lecturers, full-time administrators or faculty.
10. Rollout dollars in the existing collective bargaining accounts will be used to cover the cost of implementation of this agreement. Fudging requirements will be determined by comparing the total amount spent on coaches in 1997-98 with the total amount spent in 1999-2000 and 2000-01, with the difference coming from contract accounts. The Board will provide the unions with an analysis of the cost of implementation.

APPENDIX O
MEMORANDUM OF AGREEMENT
Expenditure of 2%

AGREEMENT entered into this 5th day of May, 1999, between the Board of Trustees of Community-Technical Colleges (the "Board") and a Coalition comprised of the Congress of Connecticut Community Colleges, the Federation of Technical College Teachers, Local #1942, and Local 1303, Chapter 148, Council 4, AFSCME (the "Coalition").

WHEREAS, on April 6, 1998, the parties hereto entered into a collective bargaining agreement which in relevant part provided that:

"In connection with the parties' efforts to harmonize the working conditions of similarly situated employees regardless of the identity of their bargaining representative, the parties agree that, during the 1998-99 contract year, they shall devote 2% of total annual salary base as of April 1998, to harmonize teaching faculty workload. The manner in which the parties harmonize the workloads of teaching faculty members and non-teaching professionals shall be subject to further negotiations and, if

necessary, interest arbitration in accordance with the language of the reopeners;”

WHEREAS, said collective bargaining agreement was duly submitted to the Connecticut General Assembly on April 6, 1998, and, by operation of law, became binding upon the parties;

WHEREAS, the complex nature of the subject matter of harmonization of workload prevented the parties from reaching agreement and the parties are currently engaged in an interest arbitration concerning that subject; and

WHEREAS, the parties desire that the funds provided for in the above-quoted provision not lapse at the conclusion of the 1999 Fiscal Year, said funds being necessary to the accomplishment of the harmonization goals mutually desired by the parties;

NOW, THEREFORE, in consideration of the foregoing premises and the undertaking so the parties set forth below, the parties agree as follows:

1. The two percent (2%) of total annual salary base as of April, 1998, dedicated by the parties’ collective bargaining agreements to harmonize teaching faculty workload shall not lapse if it is not disbursed or expended by the conclusion of the 1999 Fiscal year. This provision shall supersede any conflicting state statute or regulation.

2. The parties shall expend the amount described in Section 1, hereof, as follows:

- a. In view of the reorientation which will be required of teaching faculty members as workloads are harmonized, the Board shall pay each teaching faculty member who was on the Board’s full-time payroll continuously from September 3, 1997 through April 29, 1999, a lump sum payment of One Thousand Dollars (\$1,000). The Board shall attempt to process the payroll for said payment within thirty (3) days after this Agreement is approved by the Connecticut General Assembly, but in no event shall processing of the payroll be completed beyond sixty (60) days after said approval.

- b. By mutual agreement of the Board and the Coalition, up to Two Hundred Thousand Dollars (\$200,000) may be expended to resolve disputes which presently exist arising out of the implementation of various provisions of the parties’ 1997-2001 collective bargaining agreements. The parties shall commence discussions regarding said disputes within fifteen (15) days after this Agreement is approved by the Connecticut General Assembly and shall exert their best efforts to finalize those discussions by September 15, 1999.

- c. The two percent (2%) of total annual salary base as of April, 1998, dedicated by the parties’ collective bargaining agreements to harmonize teaching faculty workload, less amounts expended pursuant to paragraphs 2(a) and 2(b), hereof, shall be

expended by mutual agreement of the parties for the harmonization of teaching faculty workload and related issues, subject to the limitation that no portion of said funds shall be utilized for wage-type payments to employees. The parties understand that professional development, retraining and similar programs are not wage-type payments under the provisions of this paragraph. If the parties have not reached agreement upon the expenditures contemplated by this subsection 2(c) on or before January 15, 2000, they hereby agree to enter into an expeditious arbitration before arbitrator Roberta Golick to decide which party's last best offer to award in connection therewith (the "2% Arbitration"). In that arbitration, if any, the parties hereby agree that any or all portions of the record of the 1998-99 interest arbitration before arbitrator Roberta Golick may be made a part of the record of the 2% Arbitration upon the application of either party.

APPENDIX P
AGREEMENT CONCERNING LAB/CLINICAL/STUDIO RATIOS
FOR PART-TIME LECTURERS

Whereas the parties have recently been involved in bargaining and interest arbitration before the Honorable Roberta Golick, concerning the workload for full-time faculty teaching credit courses, and

Whereas the parties agreed to postpone negotiations concerning lab/studio/clinical ratios for Part-time Lecturers until after receipt of the Golick arbitration award for full-time faculty, and

Whereas the parties are in agreement that it is in their mutual interest, as well as in the interest of the community they serve, that the same lab/clinical/studio ratios should be applicable to both full-time faculty and Part-time Lecturers, the parties have agreed as follows:

1. The workload of Part-time Lecturers teaching credit courses with lab/clinical/studio components (including full-time faculty who teach for additional employment) shall have the following ratios applied in determining the value of the course for which they will receive compensation:
 - For every hour an adjunct faculty member teaches in a science or technology lab, the faculty member shall be credited with teaching one contact/credit hour. For example, a faculty member teaching a biology course which involves three lecture hours per week and three lab hours per week shall be compensated for 6 contact/credit hours.
 - For adjunct faculty in all other disciplines, lab/clinical/studio hour shall be .826:1 i.e., for every one hour in lab/clinical/studio, the faculty member shall be recognized as teaching .826 of one hour. For example, a faculty member teaching an art course which has three lecture hours per week and

three studio hours, the faculty member shall be compensated for a total of 5.48 contact/credit hours (i.e., 3 lecture hours plus .826 x 3 studio hours).

2. The lab/clinical/studio ratios reflected above shall be implemented prospectively beginning with the Summer 2000 semester. In addition, retroactive adjustments will be provided to lecturers who taught courses in the Fall 1999 or Spring 2000 semesters at ratios which were less than those in paragraph number one above. Adjustments will be provided consistent with the following:
 - a. Adjustments for adjunct faculty who taught courses during the Fall 1999 semester shall be paid no later than April 21, 2000, or 60 days following approval by the General Assembly, whichever is later.
 - b. Adjustment for adjunct faculty who taught courses during the Spring 2000 semester shall be paid no later than June 16, 2000 or 60 days following approval by the General Assembly, whichever is later.
3. Part-time Lecturers compensated in the Fall 1999 or Spring 2000 at ratios which were more favorable than those reflected in paragraph number one above shall have no obligation to return any portion of the compensation they were paid.
4. The unions agree not to claim that Part-time Lecturers should have been in the principal bargaining unit as a result of application of the new ratios retroactively for the Fall 1999 and Spring 2000 semesters

APPENDIX Q **NURSING/DENTAL FACULTY PAID LEAVES**

Monies shall be made available to provide for paid leaves. The nature of such leaves and the conditions under which they may be granted by the Board shall be the subject of consideration by a joint committee, whose recommendation shall be subject to agreement, including agreed-to-modification, by the parties.

APPENDIX R **NURSING/DENTAL COURSE LEADERS**

Monies shall be made available to the colleges for payments to nursing and dental course leaders at the rate of \$2,000 per semester for each individual who fulfills such responsibilities and compensation may be shared by more than one individual on a pro-rata basis.

APPENDIX S **RETRAINING**

In the course of negotiations, the parties have identified the need to foster and encourage retraining and redirection of staff competencies. While the parties

recognize that it is often difficult to identify new areas of need and to anticipate areas for retrenchment, it is agreed that both unit members and management share a responsibility to be aware of and to plan for such changes. Accordingly, the parties have agreed that they shall inform all members of the professional staff, through a joint letter, of their commitment to provide retraining opportunities as outlined herein.

1. Both unit members and management are encouraged to identify potential areas for retraining. It is the expectation of the parties that either the bargaining unit member or management would suggest a retraining program for a unit member or members.
2. The Chancellor may approve retraining programs within the limits of funds provided under the Collective Bargaining Agreement. Priority may be given to unit members in those areas or programs which may be subject to reduction or elimination.
3. The general allocation to the colleges of dollars made available under Article XXI of the Collective Bargaining Agreement shall be by agreement between the Board and the union. In addition, on each campus there shall be a Retraining Committee composed of an equal number of management and bargaining unit representatives, the size of the committee to be determined by the college President. The committee shall publicize retraining opportunities and, where practicable, review and rank proposals in order of their merit. The committee shall submit its recommendations to the President who will forward them, with his/her recommendations, to the Chancellor, who shall make the final determination. The decision of the Chancellor shall be final.
4. The parties intend that the dollars allocated shall be distributed.

APPENDIX T **UNIT PLACEMENT AGREEMENT**

Agreement made this 19th day of December, 2000 by and among the Congress of Connecticut Community Colleges ("Congress") and the Federation of Technical College Teachers, AFT, Local 1942, AFL-CIO ("Federation") (collectively "the Union") and the Board of Trustees of Community-Technical Colleges ("the Board" or "the employer"). The parties mutually agree as follows:

1. It is in the mutual interest of the parties to have a systematic basis for determining unit placement of faculty, counselor and librarian positions as between the Federation and Congress bargaining units at the five merged community colleges existing at the time of this agreement (Capital, Gateway, Naugatuck Valley, Norwalk, Three Rivers).

2. The sole factor to be used in determining the unit placement of teaching faculty, counselor and librarian positions at the five merged colleges shall be the proportionality that existed as between the two units on June 30, 1992, such date being immediately prior to the legislative merger of the Regional Community Colleges and the State Technical Colleges in five geographic regions of the State.
3. Based upon review of data that reflects the bargaining unit placement of all full-time faculty, counselors and librarians employed as of June 30, 1992 in the community and technical colleges, the Federation shall be entitled to 40 percent of the teaching faculty, counselor and librarian positions at the five merged colleges and the Congress shall be entitled to 60 percent. The same 40/60% proportionality ratio will be maintained at each of the merged colleges.
4. This Agreement affects full-time teaching faculty and counselors and librarians at the five merged colleges who work 20 or more hours per week. While the parties differ about the legal significance of multiple appointments, it is agreed that appointments may not be aggregated to meet the 20-hour threshold.
5. In order to establish proportionality upon implementation of this Agreement, the parties recognize that adjustments in current unit placement may be desirable. The parties agree that any adjustment in the bargaining unit status of an employee may be made only with the agreement of the employer, the union and the affected employee.
6. Notwithstanding the provisions above, the parties agree to make exceptions to the proportionality rule in certain limited situations where placement into a new position would change the bargaining unit status of a current employee. In such cases, the employee will go into the new position but remain in the current bargaining unit.
7. Nothing contained in this Agreement shall affect the unit placement of faculty, counselors and librarians employed at the seven non-merged colleges existing at the time of this Agreement (Asnuntuck, Housatonic, Manchester, Middlesex, Northwestern, Quinebaug Valley, Tunxis).
8. This Agreement does not affect Community College Administrators, whose bargaining unit placement is determined solely in accordance with the Supplemental Letter of Agreement dated October 10, 1994 by and among the Board, the Congress and AFSCME Local 1303-148.
9. This Agreement will be administered at the college level. The Board will issue guidelines to facilitate consistent administration of this Agreement. Thereafter, questions concerning the maintenance of proportionality should be directed to the Director of Human Resources at the college. If the matter cannot be satisfactorily resolved at that level, it may be raised at the Board level.

10. Unit placement decisions shall not be subject to the grievance and arbitration process. The sole remedy for resolution of formal disputes shall be the State Board of Labor Relations.
11. This Agreement is based on the current configuration of the Federation and Congress bargaining units and shall not be asserted by any party in support of its view of the respective legal rights of each, except to enforce the terms of the Agreement. Recognizing that this agreement is premised on there being common workloads for teaching faculty, it is agreed that the terms of the agreement may be revisited if the workload will no longer be the same.
12. This Agreement shall have no value as precedent for the negotiation of an agreement affecting unit placement for part-time faculty teaching credit or non-credit offerings, or for counselors and librarians working fewer than 20 hours per week, at merged or non-merged colleges, who are not covered by the terms of this Agreement.

APPENDIX U

MEMORANDUM OF AGREEMENT

WHEREAS the parties recognize the potential need for flexibility in the scheduling of students and faculty in order to meet existing and future programmatic needs of the System and its colleges.

The parties agree teaching faculty work hours found in Section 8.2.2 may, with the consent of the faculty member, on a case by case basis, be waived with respect to course offerings in the disciplines of Allied Health, Engineering Technologies and Computer Science Technologies; and

The parties further agree that if additional programmatic areas are identified where flexibility in scheduling is desired by the Board, the Board may request at any time that the Federation agree to apply Paragraph 2 above to these additional programmatic areas. The Federation shall give every reasonable consideration to the Board's request.

APPENDIX V

JOB SECURITY FOR PART-TIME LECTURERS

1. When a part-time lecturer in the system has taught 24 credits and has not received an unsatisfactory evaluation, the part-time lecturer will be placed in the part-time lecturer pool at the college(s) where the part-timer has accumulated a minimum of 18 credits. The relevant time period for the accumulation of credits referred to in this paragraph is the period of July 1, 1992 forward.

2. Entrance into, and continuation in, the pool is subject to a "break-in-service" requirement. A break in service is a period of 36 or more months in which a part-time lecturer does not teach for the system. However, if an individual is scheduled to teach a course that is ultimately cancelled, or if the individual does not teach the scheduled course for reasons beyond his/her control, the individual will nevertheless be given credit for the course for purposes of determining if there is a break in service. Where there is a break in service, the part-time lecturer shall be removed from the pool, and all time prior to the break in service shall be ignored for purposes of determining whether the 18/24-credit threshold is met.
3. Calculation of minimum service for inclusion in the initial pool shall be retroactive to July 1, 1992 and shall apply to part-time employees employed during academic 2000/2001 or 2001/2002, as shall the application of the break-in-service rules.
4. Among the members of the pool who are qualified for a course, employees will be assigned on a seniority basis to at least one course per semester, subject to course availability. Seniority will be calculated by determining when the 18/24-credit threshold was met. This provision does not require that any specific course be assigned on a seniority basis, only that if the number of pool members exceeds the number of available courses, senior pool members will be assigned at least one course.
5. This agreement applies only to initial course assignments and does not apply to:
 - changes in course assignments necessitated by enrollment or by other unanticipated circumstances which occur within 14 days of the start of classes;
 - courses offered under grants or contracts;
 - the assignment of courses to full-time employees, including but not limited to the assignment of "overload" courses to full-time faculty, and the assignment of courses to former full-time employees who have retired;
 - a decision to broaden the hiring pool to enhance the skill base or to enhance affirmative action or diversity in the selection of part-time members.
6. "Qualified" shall mean (1) meeting minimum qualifications; and (2) having adequate preparation for the specific course through appropriate education or experience. Employee qualifications for any specific teaching assignment shall be determined by the employer in relation to the subject matter and goals for the course.
7. It shall be the part-time lecturer's responsibility to indicate his/her pool status at the time he or she applies for a position. After receipt of such an indication, the employer shall treat the part-timer as a member of the pool unless its records definitely establish that the 18/24 credits threshold has not been met.

8. For a part-time lecturer to remain in a pool he/she must perform in a satisfactory manner as determined by the employer. Pools will be maintained and utilized on a college-by-college basis, i.e., not a system-wide basis.
9. The employer's determination with respect to the qualification of part-time lecturers shall be subject to the grievance procedure but not to arbitration. Other failures to comply with the provisions of this agreement shall be subject to the parties' usual dispute resolution procedures, except that should the employer decide not to make an assignment to a qualified member of the pool on the basis of the reasons set forth in the fourth bullet of paragraph 5, its decision shall be sustained unless it is based on reasons which are arbitrary or capricious.
10. Once courses are assigned, a senior member of the pool may not "bump" a junior member of the pool if the senior member's assigned course is cancelled.
11. Repeated attempts to contact a part-timer by telephone and e-mail shall constitute compliance with the requirement to offer such part-timer a course under this agreement.

APPENDIX W

SIDE LETTER ON INITIAL ESTABLISHMENT OF PTL POOL

The following process shall be used to establish and maintain records of seniority in the PTL pool.

The parties shall draft, and the employer shall mail, a joint letter to all pool-eligible PTLs informing them of the process to be used to establish their seniority date. The process shall include the following elements:

1. The process relies on the good faith of PTLs to identify the date upon which they achieved 18/24-credit pool eligibility as described in the parties' agreement on part-time job security. It is not the employer's burden to provide this information to PTLs.
2. PTLs will be directed to provide the following information to the appropriate union office: date on which they achieved 18/24-credit pool eligibility, home telephone number, home e-mail address, if any, and disciplines taught.
3. The Unions collectively will compile the information and present a PTL pool seniority list to the System Office for distribution to colleges, and thereafter shall update the list as necessary.
4. The list will be available at each college. Posting on the college web site shall constitute compliance with this provision.

5. It is the intent of the parties that any errors in the seniority list will be corrected. However, the seniority list shall not be subject to challenge in the grievance procedure.

APPENDIX X
SIDE LETTER RE: CONSULTATION

The fact that there are differences in language among Congress, AFSCME and Federation contracts shall create no inference with respect to what form of consultation may be available under any of the agreements.

APPENDIX Y
SIDE LETTER RE: DELEGATION OF BOARD AUTHORITY

This contract has been modified to reflect the 1996 resolution of the Board delegating certain decision-making authority to the Chancellor and/or to the Community College Presidents. The parties agree that the Board retains the right to modify its prior decisions respecting delegation of authority in the future.

APPENDIX Z
AGREEMENT TO REOPEN NEGOTIATIONS

Re: Grade Placement and Protocols for Distance Learning

The following issues shall be open for negotiation and arbitration in September 2002: grade placement and protocols for distance learning. Absent mutual agreement otherwise, any agreement or award resulting from this process shall not be implemented in a manner that entails additional cost to a then-existing collective bargaining agreement.

Re: Program Coordinator/Department Chair Compensation

1. Effective with implementation of the 2002-05 collective bargaining agreement,
 - Release time/compensation for all Program Coordinators (PCs) shall be based on three (3) contact/credit hours per unit;
 - Current Federation PCs shall receive lump sum payments from contract savings as a “transitional payment” which shall sunset on 6/30/05;
 - Effective 7/1/05, all PC release time shall be based on three (3) contact/credit hour formula; Federation lump sum payments shall cease; savings will be rolled forward as designated by mutual agreement.
2. The parties agree that the negotiations currently scheduled for September 2002 shall also include a contract reopener to discuss PC/DC compensation, subject to the following parameters:

- Purpose: to address unresolved workload issues of PCs/DCs
- There shall be no additional cost to the contract.
- Issues open for discussion shall include:
 - the Board's proposal for harmonization of the release time formula for Department Chairs;
 - the union proposal for workload recognition for special projects, e.g., accreditation reports, program evaluation, unusual circumstances (PCs only)
 - the union proposal for workload recognition for employee evaluations.
- Current college practices shall be neither a basis for nor a source of funding.
- There shall be no waiver of management rights.
- If no agreement is reached, the parties shall submit their dispute to binding arbitration. However, the inclusion of a subject in reopener discussions shall not be construed as a waiver of any party's rights under the collective bargaining law.

APPENDIX AA
SUPPLEMENTAL LETTER OF AGREEMENT
RE: FEE WAIVERS

Waivers of fees for noncredit course offerings and for extension credit course offerings may be granted on a space-available basis, in the discretion of the employer, to principal bargaining unit members and to their spouses and dependent children. Waivers may be granted to bargaining unit members only where the course is offered outside of the employee's regularly scheduled work day, except that where a course is job-related and the employee's supervisor approves his/her release for this purpose, the course may be taken during the member's regularly scheduled work day. The parties agree that the employer will determine on a case-by-case basis the courses to which the waiver may apply as well as the administrative processes to be used in the implementation of this benefit. The decision of the employer whether or not to grant a waiver shall be final and not subject to grievance or arbitration. The provision of the tuition waiver to spouses and dependent children shall sunset with the expiration of this Agreement.

APPENDIX BB
SUPPLEMENTAL LETTER OF AGREEMENT
RE: ESTABLISHMENT OF A STUDY COMMITTEE

The parties agree that a study committee shall be formed, to consist of an equal number of representatives of management and the union. The sole purpose of the committee shall be to conduct research on, to discuss and to make recommendations concerning issues that the parties have mutually agreed to submit to the committee. The study committee shall be advisory to the Chancellor who may accept or reject its recommendations. It is not intended that the work of the study committee end in binding interest arbitration. The decision of the Chancellor with respect to any recommendation

submitted to him/her by the study committee shall be final and not subject to grievance or arbitration.

The parties agree to submit the following issues to the study committee during the 2001-02 contract term: review of sexual harassment policy, protocols for distance learning and flextime for ACLs. Additional subjects may be added to the list upon mutual agreement of both parties.

APPENDIX CC
SUPPLEMENTAL LETTER OF AGREEMENT
RE: SYSTEMWIDE HEALTH AND SAFETY COMMITTEE

The parties hereby agree that the Chancellor's Advisory Committee re: health and safety shall include representation from the Congress, AFSCME and the Federation bargaining units.

APPENDIX DD
MEMORANDUM OF AGREEMENT
RE: EVALUATION

The Federation and the Board agree that notwithstanding the schedule for evaluation set forth at Article XI, Section 11.1 of the collective bargaining agreement, the Board or its representative may initiate more frequent evaluation as circumstances warrant.

APPENDIX EE
MEMORANDUM OF AGREEMENT
RE: DISTANCE LEARNING AND PROGRAM COORDINATOR AND
DEPARTMENT CHAIR

The Federation and the Board agree to continue to negotiate concerning parameters for Distance Learning, and Program Coordinator and Department Chair compensation as contemplated by the 2002-05 Coalition collective bargaining agreement. Such negotiations shall not be limited by the "no-cost" proviso contained in the Coalition Agreement. The following additional terms shall apply to the reopener:

- a. The parties shall make every effort to commence reopener negotiations in December 2005;
- b. Any agreement reached shall add no cost to the contract in 2005-2006, the first year of the successor agreement;
- c. "Transitional payments" made to certain Federation Program Coordinators under the 2002-05 collective bargaining agreement shall continue and shall sunset no later than the effective date of the successor agreement. Such transitional payments shall continue to be a cost of the collective bargaining agreement.