

**COLLECTIVE
BARGAINING AGREEMENT**

between

**The Board of Trustees for
Connecticut State Technical
Colleges**

and

**The Federation of Technical
College Teachers
American Federation of Teachers
Local 1942 A.F.L.—C.I.O.
1982-1985**

PREAMBLE

Pursuant to Public Act 75-566, this Agreement is entered into by and between the Board of Trustees for the State Technical Colleges and the Federation of Technical College Teachers, Local #1942, American Federation of Teachers, AFL-CIO.

ARTICLE 1 RECOGNITION

The Board of Trustees for State Technical Colleges (hereinafter referred to as the Board) hereby recognize 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 Public Act 75-566 (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 and Department Chairpersons (Coordinators), excluding Presidents, Deans, Associate Deans, Registrars, Directors of Admission, Division Directors, Central Office Staff, and all other statutory exclusions.

ARTICLE 2 DEFINITIONS

BOARD

The Board of Trustees for State Technical Colleges, its designees and representatives. The term is used interchangeably with "management," "administration," and "employer."

FEDERATION

The Federation of Technical College Teachers, Local #1942, American Federation of Teachers, AFL-CIO, its designees and representatives.

FULL-TIME TEACHING FACULTY MEMBER

A. For a teaching faculty member on a regular appointment: an individual who is obligated by the terms of his/her appointment to teach 45 hours per academic year in the day division.

B. For a teaching faculty member on a special appointment: an individual who is hired to teach 15 hours or more in any one term in the day division.

PART-TIME FACULTY

As defined in Article 23, Section A.

CONTACT HOURS

A contact hour shall consist of 50 minutes of laboratory or classroom instruction meeting for each week of the academic term.

ARTICLE 3 NON-DISCRIMINATION

A. 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.

B. The Board and the Federation shall continue its policy of not discriminating against any member of the bargaining unit on the basis of race, religion, national origin, sex, age, marital status, political affiliation, physical disability or criminal record, as provided by any Connecticut or Federal Statute.

C. 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.

D. In the event there is an allegation by the Federation or a member of the bargaining unit that any provision of this Article is violated, the matter may be raised pursuant to the grievance procedure in this Agreement but shall not be subject to arbitration, provided that in the event the matter is not resolved pursuant to the said grievance procedure, the sole and exclusive means of redress of the alleged violation shall be the applicable Federal and/or Connecticut Statute.

ARTICLE 4

FEDERATION RIGHTS

A. Meetings of the Board

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

2. For each such regular or special public meeting, a copy of the agenda will be mailed to the President of the Federation and the President of each campus chapter 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 member in advance, but are handed out at the meeting, shall be mailed to the President of the Federation and the Presidents of each campus chapter as soon as possible but in no case more than five (5) working days following the Board meeting.

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 Board. The Executive Director shall provide the President of the Federation with written notification of the Board's disposition of the request not later than seven (7) calendar days after receipt of such request by the Board. Such requests should not be unduly denied by the Board.

4. The President of the Federation or his designee shall be accorded the privilege of speaking at Board meetings in accordance with Board rules and regulations.

B. Use of Facilities

1. The Federation and its representatives and designees shall have the right to use the college's 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.

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.

3. Such use of facilities shall not include the use of equipment, materials, supplies or similar items, personal services, or machines except the spirit duplicating machine.

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.

C. If a Federation official is designated by the Federation to pursue specified union tasks for the local, state or national union office, he shall, upon documented application to the Board which commits him for a period not to exceed two 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 would have attained had he not taken such leave.

ARTICLE 5

ACADEMIC FREEDOM AND RESPONSIBILITY

The Board shall continue to uphold and discharge its constitutional duty to protect the interest of the public in the academic freedom of the public academy. This duty shall include a special obligation to insure that the derivative rights of students and faculty are not impaired.

A. To this end the Board shall insure:

1. That each student's right to learn shall be protected and that an atmosphere conducive to those ends shall be provided.

2. That the rights of each faculty member as a private citizen shall be respected and protected.

3. That each faculty member shall be entitled to full academic freedom in discussing the areas of his instructional expertise.

4. That each faculty member shall be free to seek the truth, to teach, to examine, to study, to evaluate and to engage in research, and to publish and disseminate the results of any such activity.

5. That the present stock and future acquisition of the library collection, all teaching and research materials and all audio-visual materials shall remain free of censorship, in accordance with the Constitution of the United States and the Constitution of the State of Connecticut.

6. That the communications involved in the counselor-counselee relationship shall be governed by applicable Federal and Connecticut Statutes.

7. That each faculty member shall have the sole right and authority to determine grades, except a grade of I shall revert to F according to the college's catalog lacking any action on the part of the faculty member.

Grades shall not be changed later than six weeks after the close of a term without the approval of the Dean of Instruction.

If due to death, incapacity, or resignation, a faculty member is unable to give a grade, the grade will be assigned by faculty members from similar disciplines (in conjunction with the Dean of Instruction) on the basis of all available evidence of the student's performance.

8. That each faculty member shall have the right and authority to determine textbooks, subject to departmental approval.

9. That each faculty member shall have the right and authority to determine teaching and research methods subject to meeting the objectives of the course and evaluation by the departmental chairperson and the Dean of Instruction.

10. That each faculty member shall have the right and authority to determine teaching and research materials, and audio-visual materials subject to applicable budgetary limitations.

11. That the content of each course shall be determined by the Department which offers the course, based upon appropriate input from relevant sources and subject to the programs, curricula and course descriptions and objectives approved by the Board. A copy of each course syllabus/outline shall be placed on file in the Office of the Dean of Instruction and shall be made available to students upon request.

12. That any faculty member suspected or charged with unprofessional conduct shall have full and fair protection in the investigation and resolution of such charges in accordance with due process and subject to proof of just cause by the charging party.

13. The college faculty member is a citizen, a member of a learned profession and a member of an educational institution. When he/she speaks or writes as a private citizen, making no reference to his/her connection with the State Technical College system he/she shall be free from institutional censorship or discipline.

B. To this end the faculty member shall insure:

1. That his students shall receive instruction reflecting high professional standards and that the progress of said students shall continue to be the responsibility of the individual faculty member involved.

2. That in the exercise of his duty as a faculty member, he shall refrain from injecting or discussing irrelevant materials.

3. That when he is discussing controversial material in the classroom, said faculty member shall do so in an objective and professional manner, and shall manifest respect for the students' rights, opinions, and sensitivities.

4. That in the exercise of personal rights as a citizen said faculty member shall indicate whenever his spoken or written words are not made as a faculty member.

5. That while representing the college said faculty member shall do so in a professional manner.

6. That he shall establish and maintain a proper, fair and professional method of evaluating his students, and shall treat each of his students in an even-handed manner in the teacher-student relationship.

ARTICLE 6

CHECKOFF AUTHORIZATION AND MAINTENANCE

A. Checkoff Authorization

During the term of this agreement the Board shall make bi-weekly deduction of dues or agency service fee from

the pay of each member of the bargaining unit. The amount to be deducted shall be certified to the Board in writing by the Federation.

B. Checkoff Maintenance

The Board 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 Board shall advise the Federation, in writing, of faculty members hired or terminated or as to any changes in contract or working hours, by providing the Federation with the quarterly summary of contact or working hours. All appropriate deductions shall be forwarded to the Treasurer of FTCT, Local 1942.

C. Other Deductions

The Board 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, Teacher's Retirement, State Retirement, Tax Sheltered Annuities, Credit Union, and the COPE Fund.

D. Indemnification

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

ARTICLE 7

RIGHTS OF THE BOARD OF TRUSTEES

Except to the extent that there is contained in this agreement an expressed 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 establish and require efficient standards of performance and the maintenance of discipline, order and efficiency; the right to determine educational policy, programs and courses; to direct employees; to determine their duties and determine 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 the number and location of facilities; to determine whether the whole or any part of an operation shall continue to operate; 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 unit members 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 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 8

PROFESSIONAL WORKING CONDITIONS

A. Work Year

1. The work year of all teaching faculty and counselors in the Counselor I position shall consist of 171 work days plus attendance at commencement. The work year for teaching faculty shall commence three (3) work days before the start of classes and shall end three (3) work days after the end of classes, except for commencement which shall be within seven (7) days of the end of classes. The work year of Counselor II positions and Librarians shall be pursuant to the regular twelve (12) month professional appointment period.

2. The work year for teaching faculty shall be scheduled between the period covering the first week of September and the first week of June, except that the work year in 1983 shall commence on August 31, 1983. The Board may, in its discretion, change the structure of the work year upon one (1) academic year's notice to the Federation and the members of the bargaining unit.

B. Work Day

1. In accordance with current practice, members of the bargaining unit prior to August 1, 1982 may be scheduled to work during hours between 8 a.m. and 4:30 p.m., and with their consent, 8 a.m. and 6 p.m. Members of the bargaining unit hired after July 31, 1982 may be scheduled to work during the hours between 8 a.m. and 6 p.m. Members of the bargaining unit may be scheduled to work a five day work week, Monday through Friday. No member shall be scheduled, without his consent, for a period in excess of seven (7) clock hours. During the summer the starting and quitting times of counselors and librarians, within the five day

work week, may be varied by agreement between each employee and the President of the college.

2. With the agreement of the Department Chairman/Coordinator and the Dean of Instruction, 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).

C. Annual Workload

1. Teaching Faculty:

a. The maximum annual workload for full time teaching faculty shall be forty-five (45) contact hours based upon an average of fifteen (15) contact hours per week, per term.

b. During the life of this agreement, no teaching faculty member shall be assigned more than sixteen (16) contact hours in any one term.

2. Counselor I

The regular workload for a Counselor I position shall be seven (7) hours per day and five (5) days per week during the faculty work year as defined in Section I above.

3. Librarian and Counselor II

The regular annual workload for the positions of Librarian and Counselor II shall be seven (7) hours per day and five (5) days per week during the twelve (12) month professional appointment period.

D. Teaching Locations

No faculty member shall be required to teach at more than one campus or other location without his written

consent. The Board agrees to pay mileage should the separate locations be more than five (5) miles apart.

E. Office Hours

Faculty members shall schedule at least three (3) regular hours per week for consultation with students at appropriate times.

F. Extra-curricular Activity

Participation by any faculty member in any extra-curricular activity shall be strictly voluntary.

G. Substitute Faculty and Overload Pay

The hiring of substitute faculty shall be the responsibility of management. If any faculty member in the bargaining unit is authorized on a voluntary basis to substitute for another faculty member he will be compensated at a rate equal to 90% of the minimum annual salary for the Associate Professor rank, divided by 495.

H. 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 seven dollars (\$7) per credit per student for the course for which exemption or credit is sought, provided that such compensation shall not be less than twenty dollars (\$20) per exam per student.

I. Maintenance and Minor Repair

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

J. Requirement to be on Campus

No faculty member shall be required or requested to

be on campus when he is not scheduled for class hours, office hours or other professional responsibilities.

K. Notice of Meetings

All meetings of the faculty requested by the Administration shall be communicated in writing to the faculty at the campus or in the Department(s) involved, not less than five (5) class days prior to such meeting, except in the case of emergencies.

L. 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 Dean of Instruction or Director of Instructional Services after consultation with the appropriate Department Chairman or Department representative.

In making a determination regarding the maximum number of students assigned to a lecture section, the Dean shall consider, in light of the nature and goals of the course, the extent of individualized instructional in-class student needs.

In making a determination regarding the maximum number of students assigned to a laboratory section, the Dean shall consider the number of fully equipped work stations in that particular laboratory and the maximum number of students per work station commensurate with safe operation of the equipment, good learning conditions and the safety of the students.

There shall be reasonable equalization of the number of students in sections of the same course, consistent with student needs. Such equalization shall be accomplished by the administration one time during the

three week period beginning one week prior to the first day of classes and ending two weeks after the first day of classes.

This section shall become effective with respect to courses scheduled for the winter quarter of the 1979-80 academic year.

M. Health and Safety

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

N. Save Harmless

The Board shall save harmless members of the bargaining unit pursuant to the provisions of Public Act 73-651, as amended.

O. Coaches

Faculty members who serve in the following positions shall be paid as follows:

	9/1/82	9/1/83
	or	or
	(Season)	(Season)
Athletic Director (Annual)	\$2,128	\$2,314
Athletic Coordinator (Annual)	\$1,330	\$1,446
Coach (Major Sports) (per season)	\$1,663	\$1,808
Assistant Coach (per season)	\$1,196	1,301
Coach (Minor Sports) (per season)	\$ 664	\$ 722

P. New Course Development

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

1. In the event a faculty member agrees to develop a

new course 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 equipment list.

2. The faculty member will provide the following materials to the Department, which shall maintain such materials in its Department files.:

A. Detailed lab write ups.

B. Any teaching aids developed by the faculty member or obtained from other sources (i.e.: tables, tapes, AV Masters, etc.).

C. Typical Exams. (i.e.: exams taken by students).

3. The faculty member will provide consulting services to the next individual who teaches 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, but only until such time as the course is taught by another individual.

4. The administration will have the same access to Department files on newly developed courses that it currently has to materials contained in Department files for existing courses.

5. Faculty members will receive release time for new course development calculated as follows:

Number of contact hours assigned to course (times) release time factor (equals) release time granted to faculty member.

The release time factor is determined according to the following table:

% New Material Contained in Developed Course	Factor
Below 25%	0
25-49%	.33
50-74%	.66
75-100%	1.00

If the above calculations produce fractional contact hours, rounding will occur as follows:

Less than .5 — round down to nearest whole number .5 and above — round up to nearest whole number (e.g.: 3.2 contact hours rounds to 3 contact hours release time; 3.5 contact hours rounds to 4 contact hours release time.

Q. Student Complaints Against A Faculty Member

Before action is taken against any faculty member on any student complaint, the faculty member involved shall be notified and shall be allowed to be present at all subsequent meetings with the student relative to such complaint.

R. Workload for Department Chairpersons

The regular workload of Department Chairpersons shall be reduced by the three (3) contact hours per week per quarter.

S. Faculty Grade Books

Faculty Grade Books shall be the property of the faculty member.

T. Mileage and Meal Reimbursement

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

ARTICLE 9

INITIAL APPOINTMENT

A. Relationship of Individual Employment Contract to Collective Bargaining Agreement:

1. All rights, benefits, obligations and responsibilities set forth in this Agreement shall be incorporated by reference into any individual letter of appointment between the Board and the individual faculty member, and each such individual letter shall explicitly state such incorporation by reference.

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

B. Information to Applicant Upon Acceptance of Position:

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:

1. The Appointee's title or rank
2. The Appointee's campus and department assignment
3. The Appointee's salary
4. The period of the appointment
5. Full-time or part-time appointment
6. Work schedule when available

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

1. A copy of the current collective bargaining agreement
2. A copy of the Board's "Policies and Procedures"
3. A copy of the statutory language relative to the Appointee's agency fee and his right to join or refrain from joining the Federation.
4. Copies of available literature relating to applicable health and dental plans, insurance, retirement and retirement annuity plans.

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 10

PERSONNEL RECORDS AND FILES

A. Types of Files for Each Faculty Member

The Board shall maintain at the location indicated three (3) official files for each faculty member:

1. Application file — campus
2. Personnel file — Central Office
3. Professional file — campus

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

B. Contents of Files for Each Faculty Member

1. Application File — This file shall contain:

- (a) The faculty member's application for employment
- (b) All other materials requested by the college pertaining to the original employment of the faculty member
- (c) All other materials supplied by the faculty member when he was an applicant for employment.

2. Personnel File — This file shall contain:

- (a) All records pertaining to salary increments and change of status
- (b) All records pertaining to leaves of absences, vacations and personal leave days
- (c) Sickness reports
- (d) All records of payments for insurance, retirement and similar benefits
- (e) All records of accrued longevity
- (f) General fiscal data
- (g) A copy of each contract issued to the faculty member.

3. Professional File — This file shall contain:

- (a) 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 contribution 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 file.
- (b) Records generated by the college
- (c) All evaluation results

(d) Memoranda of discussions between the faculty member and supervisory and managerial personnel, including but not limited to Department Chairpersons, Deans, or Presidents

(e) Signed, written statements relating to the quality of service of the faculty member

(f) All correspondence relating to employment other than letters of recommendation.

(g) Upon request of the faculty member, material of a minor derogatory nature (e.g., the letter of reprimand about a rare infraction — the time the individual was late for a class or meeting) can be removed after two years; material of a major derogatory nature (e.g., items pointing out serious defects in the individual's personal or professional conduct at the college or while on official business which reflects upon the college) can be removed after five years, the receipt of tenure, or receiving a promotion in rank.

C. Rights of Faculty Members Relative to His Personnel, Professional and Grievance Files:

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

1. 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.

2. The Chief Administrative Officer at each location where files are maintained shall be responsible for the confidentiality, control and content of each application, personnel and professional file.

3. In any action taken or recommended relative to promotions, renewal or dismissal, only materials that are contained in the application, personnel or professional files shall be used by the Board or its representatives or designees.

4. 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.

5. Any faculty member shall have the right to examine any material in his personnel file or professional file and any grievance in the common grievance file filed by such individual. Upon request of the faculty member, the terms delineated in section B, 3-g of this article can be exercised.

6. When any statement placed in a faculty member's file is shown to be false, such statement shall be removed.

7. Any faculty member shall have the right to attach written comments to any items, materials or documents contained in his personnel file and/or professional file.

8. Any faculty member shall have the right to have a copy of any such items, materials and/or documents at his cost.

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

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

(b) written charges have been filed by the Board against such faculty member.

Notwithstanding (a) and (b) 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.

D. Limitations on Faculty Member's Access to His Files

Any confidential materials contained in the application file of any faculty member shall not be accessible to said faculty member, or to any other person other than to a member of the Board of Trustees, provided that no such material shall be utilized in any subsequent decision affecting the individual's employment, except as the initial appointment of said faculty member may come into question.

ARTICLE 11 EVALUATION

Introduction

The evaluation of personnel is a process conducted by the department and the academic administration for the sole purpose of improving instruction and academic support services. Accordingly, only academic administration (the President, the Dean of Instruction, the Associate Dean of Instruction, Department Chairmen, and other competent professionals, as mutually agreed upon) may, at the discretion of the President, be utilized to conduct classroom observations or otherwise communicate with faculty (formally or informally) about their performance.

A. Annual Evaluation

1. The work performance of all tenured faculty members shall be evaluated no more than once annually and that of all non-tenured faculty members shall be evaluated at least once annually.

2. Such evaluation shall be conducted in accordance with criteria as presently existing or as changed in writing and distributed at least one month before evaluation after consultation with the Federation.

B. Advance Notice of Evaluation

Each evaluation shall be conducted openly and each faculty member shall be advised in advance of a three week calendar period, during which a classroom visit will be made. In accordance with A-1 above there shall be one classroom visit made annually for a tenured faculty member and at least one classroom visit made for non-tenured faculty members.

C. Faculty Rights Relative to Evaluation

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

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.

3. Any faculty member so evaluated may attach his 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.

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.

5. The evaluator shall discuss such evaluation with the bargaining unit member evaluated.

D. Student Evaluations

In order to respond to student needs and the faculty's, all students shall be required to complete a written evaluation of faculty members for each course. The procedures to be observed and the role of the Department Chairperson shall be a subject for discussion by the Labor-Management Committee under Article 28, Sec-

tion 1-a, with a view towards implementing the student evaluation process in the Fall Quarter, 1983.

ARTICLE 12

APPOINTMENTS AND REAPPOINTMENT

A. Types of Appointment

1. **Special Appointment** - an appointment issued in order to meet the temporary needs of the system or to signify an explicitly temporary assignment. Issuance of a special appointment implies a fixed term, generally a non-tenure track and there is no legitimate expectation of renewal of the appointment. Adjunct or visiting title designations shall be used on special appointments. Special appointments may be made on a full-time or part-time basis. It is the intent that special appointments shall be used to meet unique temporary instructional needs as they arise at the colleges, and shall not be utilized so as to result in an erosion of the usual number of regular appointments.

2. **Regular Appointment** - an appointment which creates an expectation of full-time or part-time employment in the day division for a period of one academic year. Notwithstanding the definition of "Board" contained in Article 2, the authority to offer regular appointments rests solely with the Board of Trustees itself, and no agent, designee or representative of the Board, nor any member of the administration may expressly or by implication offer a regular appointment. Regular appointments may be made on a full-time tenure track or part-time, non-tenure track basis.

3. **Tenured Appointment** - a tenured appointment shall be a continuing appointment which creates an in-

terest 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. Notwithstanding the definition of "Board" contained in Article 2, the authority to offer tenured appointments rests solely with the Board of Trustees itself, and no agent, designee or representative of the Board, nor any member of the administration may expressly or by implication offer a tenured appointment.

4. **Terminal Appointment** - services terminate at the conclusion of the appointment. Terminal appointments as such are not issued to faculty with tenure. Terminal appointments may be issued only upon the denial of tenure or upon the decision not to reappoint a non-tenured faculty member.

B. Award of Tenure

1. A tenured appointment normally will not be offered until a 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 will 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.

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

(a) A collegewide 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 ten-

ured appointment be granted, that a tenured appointment not be granted and a regular appointment issued, or that a tenured appointment not be granted and a terminal appointment be issued. In making a recommendation, the Tenure Committee shall be guided only by the best interests of the college and the individual's quality of performance of professional responsibilities and activities.

(b) The President shall make recommendations for award of tenure to the Board. In making such recommendations the President shall be guided by the best interests of the college, the technical college system and the quality of the individual's performance of professional responsibilities and activities. The President shall consider the recommendations of the Tenure Committee. If the President's recommendation for the award of tenure does not agree with the recommendation of the Tenure Committee, the President shall notify the faculty member involved and the Union President, in writing, of the reason(s) for such action. The faculty member may, at his/her discretion, share these reasons with the college's Tenure Committee.

(c) Tenure is granted by the Board of Trustees after consideration of the recommendation of the President and is continuous, provided that the Board may accept the recommendation of the President or reach such other decision as may be in the best interests of the technical college system. Should tenure be denied by the Board, 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 Board's decision. The decision of the Board on the appeal shall be final.

3. Current Non-tenured Faculty - All members of the bargaining unit who did not have a tenured appointment prior to September 1, 1979 shall hold their appointments

pursuant to the practice in existence prior to September 1, 1979.

C. Notice of Nonreappointment

1. Special Appointment - Notice of nonreappointment is not required.

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

3. Terminal Appointment - Notice of nonreappointment is not required.

D. Appointment Status

1. The Board shall provide each Federation member with a Notice of Appointment Status whenever conditions of employment change for that individual: (e.g., title or rank, salary, tenure awarded, etc.)

2. The signing of this Notice is required, but shall serve only to indicate that said faculty member has seen such Notice.

3. A copy of each, signed-off Notice shall become part of the individual's Personnel File.

E. Notice of Intent to Discontinue Employment

Faculty members who intend to discontinue their employment with the Board, are encouraged to so notify the Board, in writing, at least one Quarter 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 Quarter.

ARTICLE 13

DISCIPLINE AND DISMISSAL

A. Discipline or Dismissal

No faculty member shall be disciplined or dismissed except for just cause.

B. Just Cause

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

1. Incompetent or inadequate performance
2. Repeated neglect of the responsibilities of his position
3. Insubordination
4. The use of fraud, collusion, or misrepresentation of a fact material to obtaining employment with the college or material to promotion.
5. Abandonment of position, i.e. six consecutive missed assignment days or 14 calendar days of absence without leave, whichever is less, without the college receiving a reasonable and just reason for said absence.

C. 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 any proposed disciplinary action.

ARTICLE 14

GRIEVANCE PROCEDURE

Section I - 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.

Section II - Definitions

A. 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.

B. 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.

C. Federation (See Article 2).

Section III - Time Limits

A. 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.

B. Except for the initial filing of a grievance, such time limits may be extended by written agreement between the grievant and the Board (and/or the Administration) provided that no such agreement or extension shall be made after the expiration of such time limits.

C. 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.

D. Failure of the Board or Administration to respond to any grievance within the specified time limits shall be deemed a denial of such grievance and may be appealed to the next step.

Section IV - Representaton Rights of the Federation and of Faculty Members

A. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any participant in the grievance procedure by reason of such participation.

B. Upon request by the Federation to the Administration and/or the Board, such Board and/or Administration and/or its agents or designees, shall furnish to the Federation such information, records, and data which are relevant to the investigation and processing of grievances.

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

1. 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.

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

3. The Federation shall be notified in writing of:
 - a. the filing of such grievance
 - b. the issue or matter involved
 - c. the disposition of any such grievance by the Board or Administration representative who rendered such disposition.

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

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

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

D. 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 Board and/or Administration which will afford a fair and reasonable opportunity for the parties to be present.

E. Any faculty member shall have the right to have his steward present at any meeting with any representative of the Administration and/or the Board when he has reason to believe that a disciplinary action will result therefrom or exist therewith.

Section V - Processing of Grievances

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.

In the event a form is unclear or incomplete or not in compliance with this section, the employer's representative shall endeavor to handle the grievance as he/she understands it.

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.

Section VI - Administrative Record-Keeping of Grievances

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

Section VII - The Grievance Procedure

Step 1. INFORMAL PROCEDURE

A. Any grievant, faculty member, and/or the Federation who feels that there is a grievance shall first discuss the problem with his supervising dean or with whomever the Board and/or Administration has designated.

B. Said grievant or faculty member shall request such discussion with said supervisor, 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) day time limit stated in (B) above, at either Step 3 or Step 4, as appropriate.

Step 2. FORMAL PROCEDURE

A. No grievance shall be filed under this section without first having gone through the informal procedure in Step 1 above.

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

C. Said appropriate Dean shall submit his 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.

Step 3. PRESIDENT OR HIS DESIGNEE

A. If the grievance is not resolved at Step 2, the gri-

vant and/or the Federation may file such written grievance with the President or his 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 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 designee shall submit his 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.

Step 4. EXECUTIVE DIRECTOR

A. If the grievance is not resolved at Step 3 the grievant and/or Federation may file such written grievance with the Executive Director or his 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, by said Executive Director or his designee, said Executive Director, or his designee, shall submit his 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 representative, provided that Step 3 settlements shall be precedential at campus where grievance occurred. Settlements at Step 4 or 5 shall be precedential, unless the parties provide to the contrary.

Step 4A.

The Federation shall designate four representatives on the statewide Federation Grievance Committee, to meet with the Executive Director 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.

Step 5. ARBITRATION

A. 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 Executive Director.

B. Selection of Arbitrator

In the event that the Executive Director or his 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 rules of the American Arbitration Association then in effect.

Submission to Arbitration

1. Such submission to arbitration shall be by letter addressed to the American Arbitration Association and postmarked within the time limit provided in Section A of this article. A copy of such letter shall be mailed concurrently to the Executive Director.

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

D. Expenses

1. 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.

2. 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 Central Office.

E. Authority of Arbitrator

The Arbitrator's decision 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 15

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 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 16

SALARY ADJUSTMENTS

A. Effective September 1, 1982 each member of the bargaining unit who was on the payroll in the last full

pay period in August, 1982 shall receive an increase of 6% plus \$590 in accordance with Appendix A, but shall not receive what has otherwise been referred to as an annual increment.

B. Effective September 1, 1983 each member of the bargaining unit who was on the payroll in the last full payroll period in August, 1983 shall receive an increase of 6% plus \$695 in accordance with Appendix A, but shall not receive what has otherwise been referred to as an annual increment.

C. **Merit and Equity Fund.** There shall be established in each year of the Agreement a reserve fund to implement pay adjustments for employees whose performance and experience merits such adjustment. The reserve fund shall be \$33,570 in the first year and \$31,435 in the second year. If any part of the fund is not expended the parties shall meet to determine its disposition.

D. The longevity schedule based on the pay plan effective under the 1977-79 Agreement shall remain unchanged in dollar amounts during the life of this Agreement and is appended hereto as Appendix B.

ARTICLE 17

INSURANCE AND RETIREMENT PLANS

A. Retirement:

1. The retirement benefits for eligible professional staff members on June 30, 1980 (whether or not they were employed at the time of the Fitzpatrick decision), and who retire on or after July 1, 1980, will be computed for all state service prior or subsequent to July 1, 1980

exclusively under the "future rules." (See Appendix C for "old rules" and "future rules").

By entering this Agreement, neither side has waived its rights under litigation currently pending contesting the validity of "future rules."

2. Grandfather Clause.

(a) Notwithstanding the prior paragraph, any employee who on June 30, 1980 is eligible for immediate retirement (age 50 with 10 years) shall not suffer any reduction in the dollar amount of retirement benefits he/she was eligible for on June 30, 1980 by reason of remaining in state employment on and after July 1, 1980.

(b) A grandfathered employee who stays in state service after June 30, 1980 and who subsequently retires without having reached the retirement age specified under the "future rules" (age 55 with 10 years) and who elects immediate future benefits shall receive only his grandfathered benefit, together with a refund of his/her pension contribution for service after June 30, 1980, and will not be entitled then or thereafter to a recomputation based on service after June 30, 1980.

(c) The "grandfathered benefit" is calculated by multiplying the total accrued percentage as of June 30, 1980 under the "old rules" based on age and years of service as of that date times the final average salary determined on the date of retirement after June 30, 1980.

Example: An employee on June 30, 1980 is age 52 with 10 years of service and final average salary of \$10,000. The dollar amount of retirement benefits he is eligible for on June 30, 1980 is $1.12\% \times 10 \text{ years} \times \$10,000$. If the employee remains in State service after June 30, 1980, the amount of grandfathered benefit percentage is determined by multiplying $1.12\% \times 10 \text{ years}$, or 11.2% . If the employee subsequently retires at age 53, with 11 years of service with a final average

salary of \$10,500 and elects immediate benefits at time of retirement, his benefit is determined by multiplying $11.2\% \times \$10,500$. If the employee subsequently retires at age 55 with 13 years of service and a final average salary of \$12,000, his benefit is determined under the future rules by multiplying $1.2\% \times 13 \text{ years} \times \$12,000$.

The "grandfathered benefit" is not increased by any retirement COLA for the period prior to actual retirement. For the period subsequent to actual retirement after June 30, 1980, the retiring employee is understood to be eligible under current retirement law to a 3% retirement COLA.

(d) An employee with a grandfathered benefit who retires on or after July 1, 1980 prior to age 55 and who takes immediate retirement benefits, waives any right to a redetermination of benefits when he/she attains age 55. If he/she does not elect immediate benefits (and does not withdraw his/her contributions), he/she remains eligible for deferred vested benefits otherwise payable at retirement on or after age 55 and is understood to have waived his grandfathered benefit.

3. Pension Grace Period. For those employees who are covered under the terms of this Agreement:

(a) Each employee retiring on or after July 1, 1979 but prior to January 1, 1980 and the spouse of any such deceased employee who had elected the husband and wife retirement income option shall be eligible for an annual five (5) percent cost of living allowance commencing on the first anniversary date following completion of nine (9) months in retirement. Such cost of living allowance shall be computed on the basis of the retirement allowance to which such employee was entitled on the day preceding his latest anniversary date. The anniversary date of such employee shall be the first day of January or the first day of July following completion of nine (9) months after the effective date of retirement. If

on any subsequent applicable anniversary date, the retirement commission determines that the national consumer price index for urban wage earners and clerical workers for the previous twelve (12) month period has increased less than the cost of living allowance provided by this subsection, the cost of living allowance provided by this subsection shall be adjusted to reflect the change in such index, provided such cost of living allowance shall not be less than three (3) percent.

(b) Each employee retiring on or after January 1, 1980 and the spouse of any such deceased employee who had elected the husband and wife retirement income option shall be eligible for an annual three (3) percent cost of living allowance commencing on the first anniversary date following completion of nine (9) months in retirement. Such three (3) percent cost of living allowance shall be computed on the basis of the retirement allowance to which such employee was entitled on the day preceding his latest anniversary date. The anniversary date of such employee shall be the first day of January or the first day of July following completion of nine (9) months after the effective date of retirement.

4. Reopener. On or after September 1, 1980, either party may reopen negotiations for the purpose of negotiating the retirement structure and benefits related thereto. Any study of the retirement structure which is completed by the employer shall be provided to the Federation by August 15, 1980 or as soon as completed. In addition, the State shall provide, at any time prior to or during said study, full access to any reports or data related thereto. Reopened negotiations shall commence as soon as practicable, with a view toward concluding such by February 1, 1981.

B. 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 of Trustees for State Technical Colleges may enter into an agreement involving purchase of an individual retirement annuity contract that will qualify for income tax benefits.

C. Medical Insurance:

For the duration of this agreement, each full-time faculty member shall continue to be eligible for the state's hospitalization and medical and surgical benefits pursuant to Section 5-259 of the Connecticut General Statutes, with the following improvements:

1. Effective July 1, 1979, the cap on the state employer's contribution to premiums for the Dental Indemnity Plan shall be removed.

2. Effective July 1, 1979, Major Medical co-insurance shall be increased to: 80% of the first \$2,000 of claims and 100% of the excess during a benefit period. The \$100 deductible provision of Major Medical and all other conditions remain in force except that the maximum benefit shall be increased to \$100,000.

3. For each year of the 1982-1985 Agreement, the Employer shall allocate \$113,552 to a reserve fund to be spent on such items as dependent insurance coverage, group life insurance coverage, and such items as are mutually agreed upon by the parties. The Joint Labor-Management Committee shall determine, subject to ratification by the principals to this Agreement, the allocation of this fund. Any reduction in dependent medical insurance coverage premiums shall be on a pro-rata basis for employees:

(1) who were on the payroll on the August 15 prior to the contract year;

(2) who elected dependent coverage on or before the June 1 prior to the contract year; and

(3) who continue such coverage for the balance of the Agreement.

Any reduction in the group life insurance premiums shall be on a pro-rata basis for employees who elect to participate in the group life insurance plan pursuant to Sections 5-257 of the Connecticut General Statutes as amended.

4. Effective July 1, 1980, Blue Cross-Blue Shield insurance shall be improved by the addition of the \$5 Per Visit Deductible Home and Office Medical Care Endorsement 96 to the Century Contract.

5. Effective January 1, 1982, the State shall change from the Blue Cross Dental Indemnity Plan to the Blue Cross Dental Co-Pay Plan.

ARTICLE 18

LEAVES

A. Sabbatical Leave

1. Sabbatical leave is educational leave. The Board shall continue to support sabbatical leave as a means of encouraging the faculty member to strengthen his effectiveness as a teacher and scholar, and to increase his capacity for usefulness to students and to the colleges. The purpose of sabbatical leave shall be to provide a faculty member with time and support for scholarly or creative endeavors which will benefit the college and advance such faculty member professionally, or to enable such faculty member to develop resources or materials to enrich his teaching effectiveness. Eligibility for sabbatical leave shall create no condition, express or implied, that such leave must be granted by the Board.

2. **Conditions and Eligibility.** When a sabbatical leave is granted by the Board, it shall be three terms at one-

half annual salary, two terms at three-quarters annual salary, or one term at full annual salary, or for such period and portion of salary as agreed to be the applicant and the Board. Such leave may include tuition reimbursement. A faculty member shall become eligible for sabbatical leave after six consecutive years of full-time service. Any faculty member may be considered for such sabbatical leave during his seventh year of full-time service, but such sabbatical leave shall not commence until he has completed seven years of service. Once such sabbatical leave has been taken, said faculty member shall again become eligible for sabbatical leave after seven additional consecutive years of full-time service following completion of such sabbatical. The recipient must agree to return to the college for at least one year of service following such leave. Any recipient of a sabbatical leave shall be permitted to receive other remuneration in the form of fellowships, grants, honoraria or consultant fees; provided that such faculty member on sabbatical leave shall generally not be expected to engage in paid employment elsewhere. Each applicant for sabbatical leave shall disclose, as part of his proposal, all anticipated remuneration at the time such leave is under consideration and if paid employment is involved, he shall describe the relationship of such to the purpose of sabbatical leave outlined in A. above. All compensation while on sabbatical leave shall normally not exceed the regular compensation of the recipient plus the expenses attributable to the leave.

3. Rights. Time on full or partial pay for sabbatical leave shall be considered as continuous service. All fringe benefits shall be continued during the period of such sabbatical leave. Upon completion of such leave, the faculty member shall return to the same college at the salary and rank he would have attained had he not taken such leave.

4. Number. The number of faculty members on sabbatical leave at any time at a college shall not exceed five percent of the full time faculty, except that at colleges with less than twenty such faculty members, one such member may be granted a sabbatical in any given year.

5. Procedure. Applicants for sabbatical leave shall prepare a proposal for leave which describes the prospective activity, indicates the contribution it will make to the individual concerned and to the college, and addresses all other conditions set forth in 2. above. This proposal shall be presented to the President by December 1 of the year prior to the year in which the sabbatical would occur. The December 1 deadline for submitting such proposals may be extended, at the discretion of the President when he determines that the applicant was unable to meet the deadline due to circumstances beyond his control. By February 1, the President shall forward his recommendation to the Board for final determination. The Board shall act on the recommendation by April 1. The applicant shall be notified in writing of the recommendations at each level and the decision of the Board, which decision shall be final.

B. 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 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 or a leave for child rearing may be granted after one year 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.

C. Sick Leave

1. Entitlement and Conditions

a. Accrual

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).

b. Earned sick leave shall be granted to a faculty member for the following reasons:

(1) incapacitation for duty;

(2) dental, medical, or eye examination or treatment for which arrangements cannot be made outside of work hours;

(3) when presence at work will expose others to a contagious disease;

(4) in the event of death in the immediate family, when as much as three work days' leave with pay shall be granted (immediate family means husband, wife, father, mother, sister, brother, or child, or any other relative who is domiciled in the faculty member's household);

(5) If critical illness or severe injury in the immediate family or members of his household, creates an emergency which requires the attendance or aid of the faculty member, then up to three work days with pay in a calendar year shall be granted;

(6) Necessary time, 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.

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 where appropriate;

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 certificate.

3. Compensation at Retirement. Upon retirement, pursuant to Connecticut Statute, Chapter 66, a faculty member shall be compensated at the rate of one-fourth of his daily salary for each day of sick leave standing to his credit as of his last day on the active payrolls, up to a maximum of an equivalent of 60 days pay.

Upon death of an employee who has completed ten years of State service, the employer shall pay to the beneficiary one-fourth 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 payment equivalent to sixty days pay. The provisions of this paragraph shall take effect July 1, 1980.

D. Personal Leave

Personal Leave shall be granted in accordance with Section 5-250 of the Connecticut General Statutes. 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. In the event the number of Leave requests for a specific day is sufficient to interfere with the academic

mission of the college, the Federation and Administration will meet to seek a solution that is least injurious to the academic process.

E. Military Leave

1. Any faculty member who enters military service shall be reinstated upon his return, to a position for which he is certified, at a salary to which he would have been entitled had his employment by the Board not been interrupted by such period of military service pursuant to the Military Selective Service Act of 1967, as amended and pursuant to applicable Connecticut Statutes.

2. Any faculty member who is required, as a member of the National Guard or as a reserve member of one of the United States Armed Forces, to be absent from work for the purpose of annual training, or annual duty training, for a period not to exceed three (3) weeks, or temporary emergency duty, shall receive no loss of pay or charge to any leave.

F. 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 has no personal or pecuniary interest shall suffer no loss of salary thereby, provided that he remits to the Board a copy of the summons or subpoena and any sums of money received in compensation for such duty or attendance as a witness.

G. Maternity and Parental Leave

1. Maternity Leave.

a. Entitlement

(1) At the option of the faculty member concerned, accrued sick and/or vacation leave or portions thereof may be utilized for childbearing disabilities.

(2) Sick leave may be utilized for any such period of disability provided that the employer may require that a medical doctor certify any period in excess of five (5) days to which sick leave is applied is medically necessary as a result of or to recover from said disability.

(3) A faculty member shall be entitled to maternity leave as provided below:

(a) Conditions

(1) Disabilities caused or contributed to by pregnancy, abortion, miscarriage, childbirth, and recovery therefrom; shall be treated like any other temporary disability.

(2) After all employee-designated sick and vacation leave has been exhausted, said faculty member shall be granted, upon request, a maternity leave of up to twelve months without salary, except that adjustments in the duration of the leave may be made by mutual agreement between the President and the faculty member concerned, to insure that such leave is least disruptive of the instructional program of the college and the educational progress of the students.

(3) Time on Maternity Leave shall be considered as continuous service for purposes of sabbatical leave, but shall not be included as accumulated time required to qualify for sabbatical leave.

b. Reinstatement

(1) Provided that the faculty member shall return to full-time service not later than twelve months from the beginning of maternity leave, subject to the adjustments stipulated in (3a) above, she shall be restored, subject to any provisions on staff reductions, to the same rank, with the same salary and fringe benefits which she had attained at the time such leave was granted, plus the appropriate increase in benefits accorded to persons of that rank and salary, and any and all improvements in fringe benefits established through

negotiations between the Federation and the Board during the period of such leave.

(2) For up to twelve (12) months from the beginning of maternity leave, part-time return to service may be arranged by mutual agreement between the faculty member concerned and the President of the college.

(3) Such a leave shall not extend beyond, and the provisions for reemployment shall not apply beyond, the termination date of the appointment unless the employer agrees to such extension.

2. Parental Leave

Parental Leave shall be granted in accordance with the provisions of Section B 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.

H. Miscellaneous Leave Provisions

1. Equivalent Time Off for Holiday Work

a. When it is necessary for unit members who are twelve-month employees to work on a state-recognized holiday, or during an emergency college closing, equivalent time off shall be granted. Additional pay shall not be substituted for equivalent time off.

b. Equivalent time off shall be utilized within 90 days of the date of accrual.

2. Leave Privileges for Transferred Staff Members

Subject to the limits of State Statutes and Regulations professional staff members who are transferred within or into the technical college system shall not be deprived of sick, vacation, personal, and special leave privileges previously earned in another Connecticut state agency or a Connecticut technical college prior to his transfer.

I. Professional Leave

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

2. Such leave shall be granted with no loss of pay or benefits.

J. 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.

K. Union Leave

1. Leaves of Absence for Union Assignments

a. The Board of Trustees may grant leaves of absence without pay in accordance with the provisions of Section B 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 full-time equivalent assignments per fiscal year for the system.

b. 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 educational offerings and/or college services to students, as well as indicating a recommendation. Such a request shall be made three months prior to the opening of a quarter and shall not be unreasonably denied.

2. Released Time for Union Business

a. The Board shall grant release time equivalent to four (4) contact hours per quarter for the system to two designees at each college (one the Chapter President, one the steward) and four (4) contact hours for the President of Local 1942 for:

(1) investigating and processing grievances through Step 3,

(2) meeting with the Board or its representatives to discuss implementation of the Agreement,

(3) conducting other Union business.

(4) The Federation shall furnish to the Board within thirty 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.

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

(1) No individual shall receive greater than a one-third reduction in workload,

(2) Substantially disproportionate amounts of said leave shall not be concentrated at one college,

(3) The Board shall be advised of individuals so designated,

(4) Released time shall be utilized in a manner which is least disruptive of the faculty member's professional responsibilities and the college operations.

(5) Except in exceptional circumstances, 3 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.

3. Attendance at Conventions

a. 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.

b. Such delegates shall be allowed a combined total of twelve (12) working days' leave with pay per year.

L. Emergency Sick Leave Bank

1. Effective December 1, 1982 to December 31, 1982, employees may elect to contribute three (3) days from accrued sick leave to a sick leave bank. Application forms must be received in the Central Office within fourteen (14) days of the closing date for inclusion in the bank. Employees hired after September 1, 1982 have one hundred (100) days from point of employment to join.

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

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

a. Exhaustion of all sick leave, personal or vacation leave, and any other compensatory time due.

b. The illness or injury is not covered by workmen's compensation and/or such benefit has been exhausted.

c. An acceptable medical certificate supporting the absence is on file.

d. The bank is not depleted.

4. Days shall be allocated by a joint committee of four 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 in paragraph 2 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 meetings to administer this program.

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

6. The actions or nonactions of this committee shall in no way be subject to collateral attack or the grievance/arbitration machinery. The panel shall not 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 Administrative Procedure Act.

7. This Section supersedes the following Personnel Regulations: 5-247-5, 5-247-6, 5-247-8.

ARTICLE 19 VACATIONS

A. Entitlement

1. Full-time 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.

2. After six months of continuous employment in state service, full-time faculty 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.

3. Upon leaving state service, a twelve-month member shall receive a lump sum payment for accrued, but unused, vacation time provided that any such twelve-month member who has been notified of the termination of his appointment shall use all accrued vacation time prior to the expiration of his final appointment year, unless other arrangements are specifically authorized in writing, which authorization shall not be unreasonably withheld.

4. No vacation days shall accrue during any month in which a twelve-month faculty member is on an unpaid leave of absence for more than five (5) days.

B. Conditions

1. Vacation days taken by a twelve-month member shall be subject to prior approval of the President of the college.

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.

C. Adjustments Upon Termination

If, upon termination, a twelve-month faculty member has taken more vacation days than would have been accrued at the rate specified in this Article, the Board shall deduct from the pay of said twelve-month member the value of vacation days taken in excess of the amount accrued.

ARTICLE 20

HOLIDAYS

A. All twelve-month faculty members shall be granted time-off with pay for the following 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

B. If any twelve-month faculty member is required to work on a holiday, or if a holiday falls on a day on

which he is not regularly scheduled to work, he shall be granted equivalent time-off, which shall not be unreasonably assigned, provided that:

1. Such time-off shall be utilized during the calendar year in which it is accrued.

2. No additional pay shall be substituted for such time-off.

ARTICLE 21 PROMOTION

Promotion is defined as the advancement in rank by a teaching faculty member within the college. The normal expectation for promotion from Instructor to Assistant Professor is after three years of service.

A. Eligibility for Promotion:

1. Candidates for promotion to a higher rank shall be screened by the Faculty Advisory Promotions Committee for compliance with minimum, objective qualifications as set forth in Appendix D. If the requirement of three years industrial experience is waived in whole or in part when an employee is first hired, such waiver shall carry forward with respect to the basic qualifications for promotion, but shall not be applicable to industrial experience requirements under any equivalent. It is acknowledged that teaching personnel are no longer required to complete VIE-143, Teaching of Technical Subjects.

2. The F.A.P.C. recommendations shall be submitted to and reviewed by the President who shall submit his recommendation to the Board of Trustees. In exceptional circumstances, after consultation with the F.A.P.C., the President may recommend a waiver of such qualifications to the Board of Trustees. Fulfillment of the minimum formal requirements for promotion to a

higher rank shall determine eligibility for promotion only, and shall guarantee no right to a promotion, which right shall remain within the sole discretion of the Board.

B Criteria for Promotion:

1. In granting a promotion to a higher academic rank the criteria for ranking eligible candidates and the weights attributed to such criteria shall be as contained in the 1967 Policies and Procedures for Ranking of State Technical College Faculty (Appendix D), subject to paragraph 2 below.

2. After consultation with the Federation such criteria may be changed by the Board, provided the revised criteria are distributed at least two months before an evaluation is conducted for the purpose of any such promotion.

C. Faculty Advisory Promotions Committee

1. The Board recognizes the important role of the F.A.P.C. in the promotion process. The F.A.P.C. and the President shall meet to consult after the submission of its final recommendations and may meet to consult before such submission. After receiving the recommendations of the F.A.P.C., the President may consult central office administrative personnel and other Presidents, provided that, subsequent to such discussions and prior to submitting his recommendations to the Board, the President shall: (1) notify the F.A.P.C. of his recommendations and, (2) if his order of recommendation varies from that of the F.A.P.C., he shall meet with it on request, to provide and discuss the reasons for his recommendations and shall upon request, submit these reasons in writing within fourteen (14) calendar days of the meeting.

2. Discussion among the Presidents and central office

administrative personnel shall be for the general purpose of coordinating recommendations with a view towards uniformity of administration, and may include discussion of budgetary considerations and the requirements of collective bargaining agreements and Board policy. Such discussion does not involve substantive review of the merits of individual applicants.

3. The President's final recommendations are submitted by the Executive Director to the Board of Trustees.

D. Limits on Membership in the Professor and Associate Professor Ranks

1. The limit on membership of regular, full-time faculty in the upper two faculty ranks at any college shall be increased from 50 percent to 55 percent. The limit on membership in the Professor rank shall be 25 percent.

Such percentage shall be based on the number of full-time existing employees as of May 1st preceding the academic year in which such promotions are effective.

2. In construing the 55 percent limitation in Paragraph 1 above, it is understood and agreed that the number of regular, full-time faculty in the upper two ranks may, for colleges with an odd number of regular full-time faculty, be rounded up to the next full number, as shown by the following schedule:

Number of regular full-time faculty	Number of regular full-time faculty promoted to the Professor Rank
39	10
41	10
43	11
45	11
47	12
49	12

This construction of the 55 percent limitation shall not apply to the 25 percent limitation applicable to the rank of Professor.

3. For the purposes of determining the limits set forth in Paragraph 1 above, employees grandfathered into the rank of Associate Professor Circa 1967 are not included in the percentages; (i.e. they are excluded from the count and calculations); provided, however, that employees who have since been promoted to the rank of Professor shall no longer be considered grandfathered.

4. For the purposes of determining the limits set forth in Paragraph 1 above, administrators who began as faculty and return to it shall be included in the percentages; persons who enter the State Technical Colleges as administrators and subsequently become faculty members shall be excluded from the count used in the computation of percentages until the individual is promoted to the next highest rank.

5. It is understood that the waiver of qualifications for grandfathered employees does not apply to future promotion candidacies of such employees.

E. This article shall not apply to the Counselor and Librarian positions.

ARTICLE 22

LAYOFFS

A. Reduction in Force

The Board of Trustees shall retain the right to effectuate a reduction in force for economic or programmatic reasons. A reduction in force does not include a termination of employment for disciplinary reasons.

B. Methods of Reducing the Workforce

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

2. Reassignment. When a reduction in staff is deemed necessary by the Board, every effort shall be made to reassign the affected employee to another academic position within another department at the college where the reduction in staff occurs or the same department at another college; provided, however (a) that no such reassignment shall be made unless such faculty member is qualified for reassignment and (b) that such reassignment shall only be made to a position then vacant in the college.

If the Board 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.

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:

a. The Board may layoff on a systemwide 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 each be considered a department.

b. Subject to a., above, the order of layoff of bargaining unit members shall be as follows:

- (1) Part-time employee on a special appointment
- (2) Full-time employee on a special appointment
- (3) Part-time employee on a terminal appointment
- (4) Full-time employee on a terminal appointment
- (5) Part-time employee on a regular appointment
- (6) Full-time employee on a regular appointment
- (7) Employee on tenured appointment.

c. Subject to academic and operational needs as determined by the Board, part-time non-bargaining unit employees will be laid off on a 1:1 ratio to part-time bargaining unit employees on a special appointment laid off under Section b(1) above.

d. Layoffs within each category listed in b. above shall be based upon both the academic needs of the system and seniority.

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

f. Notice of Layoffs. The Board shall give at least twelve (12) month notice of layoff for economic or programmatic reasons. Such notice does not apply to a bumpee under paragraph 4 below.

4. Bumping. In lieu of layoff a tenured bargaining unit member may bump bargaining unit members in the same or lower rank or classification who have less seniority than the bumpor, as follows.

a. Same Department

Subject to academic needs as determined by the Board, an employee may bump the least senior employee in the same department at another college. It is understood that not all departments at a particular college have a counterpart department at other colleges in the system.

b. Different Departments at the Same College.

If a member is deemed qualified by the Board to teach and/or perform the job duties of a position or positions in a department other than his/her current department, at the same college, the member shall be entitled to bump the least senior employee employed in such position or positions.

Qualifications shall be determined as follows: A bargaining unit member who feels that he/she is qualified to teach and/or perform the job duties of a position in a different department at the same college shall submit to the Board a list of such departments, accompanied by complete documentation regarding the member's qualifications, including academic preparation, industrial experience, and prior teaching experience. The document used shall be the Candidate Summary Form. The list must be submitted within forty-five (45) days after the effective date of the Agreement, in a format determined by the Board. Failure to submit the list as required above shall constitute a forfeiture of all bumping rights. Within seventy-five (75) days after the effective date of the Agreement, the Board shall notify each employee of its agreement or disagreement with the employee's claim of qualifications.

c. Miscellaneous Rights and Obligations

Any employee who wishes to exercise bumping rights under this Article must so notify the Board within seven (7) calendar days after receipt of notice of layoff.

Employees who bump in lieu of layoff shall retain their rank and salary.

d. Recall

Employees who have been laid off shall be eligible for recall 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. For two (2) years after a layoff the President of the Federation will be notified of any academic positions that are to be filled in the system.

e. Scope of the Article

This Article does not apply in any way to the Evening Division or Summer Division.

f. Scope of Grievance-Arbitration

Notwithstanding any contrary provision of the Agreement, the following shall not be grievable or arbitrable:

1. The determination whether to reduce the workforce;
2. The determination of the scope of a layoff under Section B, 3, a;
3. The determination of qualification for reassignment or bumping;
4. The determination of how to reduce the workforce;
5. The determination of academic needs, except that such determination may be grieved and arbitrated on the basis that it is arbitrary and capricious.

In arbitrations under 5. above the Federation shall bear the burden of proving by clear and convincing evidence that the determination was arbitrary and capricious. Accordingly, the Arbitrator shall not substitute his judgement for that of the Board.

g. Expedited Grievance-Arbitration

Grievances involving or affecting a reduction in force shall be expedited as follows:

1. Filed with the Executive Director within seven (7) calendar days, with or without a meeting;
2. Written response within seven (7) calendar days, with or without a meeting;
3. Arbitrator to be selected who can hear the case within twenty (20) days;
4. Decision to be rendered within five (5) calendar days after the close of the hearing.

ARTICLE 23

PAY, BENEFITS, RESPONSIBILITIES AND UTILIZATION OF PART-TIME FACULTY IN THE DAY DIVISION

A. Definitions. A part-time teaching faculty member on a special appointment is defined as an employee who is hired to teach at least 7.5 contact hours but less than 15 contact hours in any one term in the day division. 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 22.5 but less than 45 contact hours per academic year in the day division.

B. Rates of Pay. Regular, part-time unit employees obligated by the terms of their appointment to teach thirty-six (36) or more contact hours in any academic year shall be paid the salary of their rank, at the starting rate, as set forth in Appendix A. Special part-time employees obligated to teach twelve (12) or more contact hours in any term shall be paid one-third the annual

salary, of their rank, per term, at the starting rate, as set forth in Appendix A. Regular part-time unit employees obligated by the terms of their appointment to teach less than thirty-six (36) contact hours in any academic year, and special part-time unit employees hired to teach 7.5 more contact hours, but less than twelve (12) contact hours, shall be paid at the contact hour rate of the annual salary of their rank, at the starting rate, divided by 495. Part-time bargaining unit employees may be hired at the starting rate of any rank.

C. Fringe Benefits.

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 Connecticut General Statutes Section 5-160(d) and 5-160(f).

2. Personal Leave. The eligibility of part-time unit faculty for personal leave shall be determined in accordance with Connecticut General Statutes 5-250 and pertinent regulations, as it exists now or may be amended.

3. Certain pro-rated fringe benefits. Sick leave, military leave and maternity leave shall be provided as follows:

(a) Part-time employees on a regular appointment who are obligated to teach 36 or more contact hours in any academic year shall be eligible for the above leaves under the same conditions as full-time, regular unit employees.

(b) Part-time employees on a regular appointment who are obligated to teach less than thirty-six (36) hours in any academic year shall, upon commencement of employment, be eligible for the above leaves on a pro-rated basis determined by the number of scheduled contact hours divided by 45.

(c) Full-time employees on a special appointment shall be eligible for the above leaves under the same conditions as full-time, regular unit employees, effective upon commencement of employment, only if, at the time their employment is commenced, it is expected that its duration will exceed two (2) full academic quarters.

(d) Part-time unit employees on a special appointment who are obligated to teach twelve (12) or more contact hours in any quarter shall be eligible for the above leaves under the same conditions as full-time regular faculty, effective upon commencement of employment, only if, at the time their employment commences, it is expected that its duration will exceed two (2) full academic quarters.

(e) Part-time unit employees on a special appointment who are obligated to teach 7.5 or more contact hours but less than twelve (12) contact hours, shall, upon commencement of employment be eligible for the above leaves on a pro-rated basis (determined by the number of scheduled contact hours divided by 15) only if, at the time their employment is commenced, it is expected that its duration will exceed two (2) full academic quarters.

4. Longevity. Part-time unit employees shall be eligible to receive longevity in accordance with Connecticut General Statute Section 5-213 and pertinent regulations. In determining eligibility service shall accrue on the basis of the number of contact hours taught in any academic year divided by 45.

D. Professional Responsibilities. Part-time faculty who are in the bargaining unit and are scheduled to teach eleven (11) or more contact hours shall schedule at appropriate times at least three (3) regular office hours per week for consultation with students. Part-time faculty who are in the bargaining unit and are scheduled to

teach 7.5 or more contact hours, but less than eleven (11) contact hours, shall schedule at appropriate times at least two (2) regular office hours per week for consultation with students. 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.

E. Utilization of Part-time Faculty.

1. **Erosion of the Bargaining Unit.** The parties recognize the Federation's legitimate concern in protecting regular, full-time employees from displacement by part-time employees. The Board further agrees, to the extent provided by the next paragraph, that current regular full-time positions shall not be eroded by conversion into part-time positions. For the purpose of this section "current" regular, full-time positions is defined as the number of full-time positions authorized and funded for the 1982-83 academic year.

Accordingly, work in a specific department which has been traditionally and consistently performed by regular full-time employees will not ordinarily be performed by part-time bargaining unit employees, provided that the foregoing shall apply only if:

a. the quantity of such work in the department is presently and for the foreseeable future of such a magnitude as to justify, in the discretion of the Board, the employment of a regular, full-time employee;

b. adequate funding is available, in the opinion of the Board, to fill a regular, full-time position; and

c. no additional restraints (including, but not restricted to, limits on the number of approved faculty positions, limits on position control numbers, or limits on the Board's authority to fill a position) are advanced by legislative or executive branch authorities to preclude such employment.

If the Board determines that adequate funding is not available, and the conditions of this paragraph are otherwise applicable, the Board shall sponsor and support the appropriation of supplemental funds adequate to employ a regular, full-time employee. Similarly, the Board shall request the removal of restraints advanced under sub-paragraph C above.

The use of part-time employees, including bargaining unit part-time employees and non-bargaining unit part-time employees will be a continuing subject of discussion at the labor-management committee meetings.

ARTICLE 24

EVENING DIVISION TEACHING

A. Pay and Benefits. Unit employees teaching in the Evening Division shall receive the following compensation:

Effective September 1, 1982
\$240 per contact hour

Effective September 1, 1983
\$261 per contact hour

B. Unit employees who teach in the Day Division shall be notified of, and considered for, teaching opportunities in the Evening Division. As soon as practicable unit employees who have applied to teach in the Evening Division 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 25

PRINTING AND DISTRIBUTION OF AGREEMENT

The Board and the Federation shall agree on galley and final "page" proof prior to the press run and thus will share the cost of printing six hundred (600) copies of this Agreement at least three hundred (300) of which shall be for use by the Employer. The Board shall provide a copy of this Agreement to each new faculty member pursuant to Article 9, Initial Appointment. The Federation shall distribute a copy of this Agreement to all current members of the bargaining unit.

Printed copies will be made available to both sides at the same time for simultaneous distribution.

ARTICLE 26

SAVING CLAUSE

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

ARTICLE 27

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 9 of Public Act 75-566. The Board shall request

such approval as provided in Section 9. If the Legislature rejects such request as a whole, the parties shall return to the bargaining table.

ARTICLE 28

LABOR-MANAGEMENT COMMITTEE

Section 1. There shall be a Labor-Management Committee consisting of up to ten members, five of whom shall be designated by the Union. The purpose of this committee is as follows:

a. discuss and clarify the duties and responsibilities of Department Chairpersons with a view toward developing a mutually agreeable release time formula to be implemented in September, 1982;

b. discuss the method of advancement in promotions, with any agreed changes to be effective in September, 1983; and

c. investigate fully the existing compensation structure and plan with a view toward utilizing the information in the negotiation of economic provisions to be effective in September, 1984.

Section 2. The Labor-Management Committee shall meet as follows:

a. Department Chairpersons

(1) The first meeting shall be held on or before June 1, 1982.

(2) Meetings shall be held approximately every two weeks and may be held more frequently.

b. Method of Promotion

(1) The first meeting shall be held in September, 1982.

(2) Meetings shall be held approximately on a monthly basis, and may be held more frequently, with a

view toward concluding discussions by February 1, 1983.

c. Compensation

(1) The first meeting shall be held during the first quarter of the 1982-1983 academic year.

(2) Meetings shall be held quarterly and may be held more frequently.

ARTICLE 29

EXTENT OF AGREEMENT

The understanding and agreements arrived at by the parties as 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 Technical Colleges system is mandated by the Legislature, the Board will negotiate with the Federation over the impact such reorganization has on bargaining unit members.

ARTICLE 30

NEGOTIATIONS

A. Matters Subject to Collective Bargaining

1. The Board shall not negotiate with any individual member of the bargaining unit (or with any groups of in-

dividuals 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 Board 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.

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.

B. Negotiations Over Matters Not Covered by the Terms of This Agreement

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.

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

C. Reopening

1. This Agreement shall be reopened for the purpose of negotiating economic items to be effective September 1, 1984 through August 31, 1985.

2. Not later than December 1, 1984 the Board and the Federation shall begin negotiations for a successor agreement, unless both parties agree to a different time.

D. Requests for Information for the Preparation and Conduct of Negotiations

Upon request by the Federation to the Board, the Board

shall furnish to the Federation such information which is relevant or necessary for preparing and conducting negotiations on matters relating to mandatory subjects of collective bargaining.

ARTICLE 31

DURATION

Except as specifically provided otherwise, this Agreement shall be effective September 1, 1982, and shall continue in full force and effect through August 31, 1985.

ARTICLE 32

SIGN OFF

Board of Trustees
State Technical Colleges,
by

Federation of Technical
College Teachers, Local
1942, AFT AFL-CIO, by

Charles B. Gilbert, III
Chairman

William O'Donnell
President

Date: _____

Date: _____

James A. O'Brien
Chief Negotiator

Frank Annunziato
Chief Negotiator

Members of the Negotiating Teams

Philip Collins, Esq.	Dennis Bogusky
Elsie Dollman	George Boulay
Charles Ekstrom	Joe Grabinski
Peter Moanfeldt	Robert Granato
Albert Seretny	Karl Paecht
Donald Welter	Lee Panagoulas
Jane Toce, Recorder	Joe Remusat

Executed this twentieth day of April 1982, subject to ratification by the Board of Trustees and the membership of the Federation.

James A. O'Brien

Frank Annunziato

**APPENDIX A
SALARY ADJUSTMENTS**

		Instructors			
Salary Group 18					
9/1/82	17,940	19,675	20,907	21,523	22,139
9/1/83	19,711	21,551	22,856	23,509	24,162
					22,757 23,373
					24,817 25,470
Salary Group 19					
9/1/82	20,570	21,204	21,839	22,472	23,113
9/1/83	22,499	23,171	23,844	24,515	25,195
					23,738 24,373
					25,857 26,530
Salary Group 20					
9/1/82	21,538	22,190	22,838	23,487	24,137
9/1/83	23,525	24,216	24,903	25,591	26,280
					24,788 25,439
					26,970 27,660
Salary Group 22					
9/1/82	23,108	23,902	24,692	25,483	26,276
9/1/83	25,189	26,031	26,869	27,707	28,548
					27,067 27,859
					29,386 30,226

APPENDIX C

Rates of Benefit (%) for Each Year of Service
According to Years of Service and Age of Employee
For Employees who retire before July 1, 1980

Read Down Years of Serv.	50*	51*	52*	53*	54*	55	56	57	58	59	60-64	65 and over
5 to 9	0	0	0	0	0	0	0	0	0	0	0	2.50
10	1.00	1.06	1.12	1.20	1.30	1.40	1.52	1.64	1.76	1.88	2.00	2.50
11	1.07	1.12	1.18	1.25	1.35	1.44	1.55	1.66	1.78	1.89	2.00	2.50
12	1.13	1.18	1.24	1.31	1.39	1.48	1.58	1.69	1.79	1.90	2.00	2.50
13	1.20	1.25	1.29	1.36	1.44	1.52	1.62	1.71	1.81	1.90	2.00	2.50
14	1.26	1.31	1.35	1.41	1.48	1.56	1.65	1.74	1.82	1.91	2.00	2.50
15	1.33	1.37	1.41	1.47	1.53	1.60	1.68	1.76	1.84	1.92	2.00	2.50
16	1.40	1.43	1.47	1.52	1.58	1.64	1.71	1.78	1.86	1.93	2.00	2.50
17	1.46	1.49	1.53	1.57	1.62	1.68	1.74	1.81	1.87	1.94	2.00	2.50
18	1.53	1.56	1.58	1.62	1.67	1.72	1.78	1.83	1.89	1.94	2.00	2.50
19	1.59	1.62	1.64	1.68	1.71	1.76	1.81	1.86	1.90	1.95	2.00	2.50
20	1.66	1.68	1.70	1.73	1.76	1.80	1.84	1.88	1.92	1.96	2.00	2.50
21	1.73	1.74	1.76	1.78	1.81	1.84	1.87	1.90	1.94	1.97	2.00	**
22	1.79	1.80	1.82	1.84	1.85	1.88	1.90	1.93	1.95	1.98	2.00	**
23	1.86	1.87	1.87	1.89	1.90	1.92	1.94	1.95	1.97	1.98	2.00	**
24	1.93	1.93	1.93	1.94	1.94	1.96	1.97	1.98	1.98	1.99	2.00	**
25 +	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00

Read up
For Employees who retire on and after July 1, 1980

*There must be at least ten years of actual full-time state service.

APPENDIX D

REVISED POLICIES AND PROCEDURES FOR RANKING AND PROMOTION OF STATE TECHNICAL COLLEGE FACULTY

I. Percentage of Professors and Associate Professors in Each College

A. The number of appointments to the academic rank of Professor and Associate Professor shall be not more than 55 percent of the entire staff in each technical college with the proviso that the number of appointments to the rank of Professor not exceed 25 percent in any college. Exceptions to this ratio shall be made in accordance with Article 21, Section D of the 1979-82 collective bargaining agreement between the Board of Trustees and the Federation of State Technical College Teachers, Local 1942.

B. Any staff member employed in any State Technical College may apply for any vacancy existing in any college providing the person possesses the necessary qualifications and is acceptable to the President of the college having the vacancy.

II. Chairman of Department

The new academic ranking does not include any specific position titled "Department Head." The President of a College may designate a person from his school as Chairman of a Department regardless of his academic rank. A person so designated will be given a lightened teaching load in order to perform the additional duties required as a Chairman of a Department. A Chairman of a Department may be appointed for each specific technology offered or specialized area of instruction.

D. Miscellaneous (10 points)

1. Length of college teaching experience.
2. Professional experience.

V. Procedures for Promotion

A. The President of each college will be responsible for selecting and recommending a faculty member for promotion.

B. To assist the President in his selection, he will request of the faculty to submit to him the names of nine staff members. From these nine names, he will select six staff members who will be appointed to an Advisory Faculty Promotion Committee.

C. The Advisory Faculty Promotion Committee will screen all applicants for minimum academic requirements and evaluate the merits of each applicant. After evaluation, the Committee will submit its findings to the President.

D. It is the responsibility of the staff member to apply for promotion and to submit all necessary papers and evidence of his qualifications. His application must be submitted directly to the President of the College having the vacancy.

VI. Basic Qualifications

Title of Position

Professor

- a. Earned Doctor's Degree - Bachelor's Degree in Appropriate field
 - b. 8 Years of Approved Teaching Experience
 - c. 3 Years of Approved Industrial Experience
-

Associate Professor

- a. Master's Degree plus 30 Semester Hours - Bachelor's Degree in appropriate field
 - b. 5 Years of Teaching
 - c. 3 Years of Approved Industrial Experience
-

Assistant Professor

- a. Bachelor's Degree plus 30 S.H. Bachelor's Degree in appropriate field
 - b. 3 Years of Teaching
 - c. 3 Years of Approved Industrial Experience
-

Instructor

- a. Bachelor's Degree in Appropriate field
 - b. 3 Years of Approved Industrial Experience
-

Note: The earned Doctor's Degree, Master's Degree plus 30 semester hours or the earned Master's Degree may be in the field of Education, the field of Specialization, or combination thereof.

VII. Equivalents

Title of Position	Basic	Equivalents
Professor	a.b.c. For a. Earned Doctor's Degree	
		1. Master's Degree + 30 S.H. + special qualifications*
		2. Master's Degree + 30 S.H. + 3 Years of approved Industrial Experience.
		3. Master's Degree + Professional Engineer's License + 3 Years Industrial Experience
		4. Master's Degree + 6 Years of Industrial Experience
		5. No Substitution for Master's Degree.

The following shall be considered an additional equivalent for the requirement of an earned Doctor's Degree, for promotion to the rank Professor;

1. Master's Degree; and
 2. 12 Years teaching; and
 - 3 summers Industrial Experience in the five (5) years prior to the application for promotion.
- For b. 8 Years of Teaching
1. Up to 3 Years of Industrial Experience may be substituted
- For c. 3 Years of Industrial Experience. No substitution — except for Professor of General Education Subjects may substitute 3 years teaching.

Associate Professor a.b.c. For a. Master's Degree plus 30 S.H.

1. Master's Degree + 3 Years of Industrial Experience
2. Master's Degree + Professional Engineer's License
3. Master's Degree; and
- 10 years teaching; and
- 3 summers Industrial Experience in the five (5) years prior to the application for promotion.

For b. 5 Years of Teaching

1. Up to 2 Years of Industrial Experience may be substituted

For c. 3 Years of Industrial Experience. No substitution except for Associate Professor of General

Education Subjects who may substitute up to 3 Years of Teaching.

Assistant Professor a.b.c. For a. Bachelor's Degree plus 30 S.H. Hours

1. Bachelor's Degree + 3 Years of Industrial or Teaching Experience
2. Bachelor's Degree + Professional Engineer's License

For b. 3 Years of Teaching

1. Up to 3 Years of Industrial Experience

For c. 3 Years of Industrial Experience

1. No substitution except for Assistant Professor in General Education or Social Science who may substitute up to 3 years of teaching.

Instructor a.b. For a. Bachelor's Degree

No substitution

For b. 3 Years of Industrial Experience. No substitution except for Instructor in General Education Subject who may substitute up to 3 years of teaching.

NOTES

1. Wherever equivalencies are used, they may be used only once.
2. A third year of appropriate graduate study, or its equivalent, in addition to other special qualifications may be considered the equivalent of a doctorate.
3. The following considerations may be used in determining special qualifications.
 - a. Scope of practical experience as measured by appropriate wage-earning occupational experience
 - b. Previous successful experience in administration or supervision of vocational education programs
 - c. Special professional assignments
 - d. Leadership in state, regional and national professional activities and associations
 - e. Authorship, including the preparation of instructional materials and contributions to professional literature
 - f. Contributions through independent research
 - g. Receipt of awards, fellowships, or similar recognition
 - h. Administrative or personnel experience in the armed forces
 - i. Travel
 - j. Education beyond the minimum requirement.

APPENDIX E SUPERSEDEENCE

Provision (Contract Reference)	Statute or Regulation Superseded
Vacations for 12 month Personnel (Article 19, A2) (as per prior contract)	C.G.S. 5-250 and pertinent regulations
Taking of Sick Leave (Article 18, C-1)	C.G.S. 5-247
Group Health Insurance Improvements (Article 17C)	C.G.S. 5-259
Life Insurance Premium Reductions (Article 17)	C.G.S. 5-257
Mileage and Meal Reimbursements	Standard State Travel Regulations
Longevity Rates Unchanged	C.G.S. 5-213
Sick Leave Payout at 25% to a maximum of sixty (60) days upon death of an employee with ten years of service	C.G.S. 5-247(a)
Grace Period of COLA (Article 17, A3)	C.G.S. 5-162(d)
Pension Grandfathering (Article 17, A2)	C.G.S. 5-163(a)

**SIDE LETTER
EVENING DIVISION (Benefit Participation)**

Unit employees who teach only in the Evening Division shall be eligible to participate in state employee retirement plans to the extent provided by law. The Employer shall seek an opinion from the Attorney General's Office to clarify the requirements of the law.

Federation of State
Technical College
Teachers

Board of Trustees
State Technical Colleges

Dated:

Dated:

**FEDERATION OF TECHNICAL COLLEGE
TEACHERS
American Federation of Teachers Local 1942,
A.F.L.-C.I.O.**

November 27, 1979

Cynthia Lattanzio, Esquire
Assistant to the Executive Director
Board of Trustees, State Technical Colleges
61 Woodland Street
Hartford, CT 06105

Dear Cynthia:

You mentioned (before your leave of absence) that you have received a decision from the Office of the Comptroller concerning his finding as far as the State Employees Retirement Act affects employees employed by the State on a temporary academic appointment and who are assigned less than 7.5 contact hours (per our agreements on AAA Cases #12-39-0271-78 dated 11/15/78 and #12-39-0272-78 dated 4/19/79).

In accordance with our agreements, please send me a copy of the aforesaid findings.

Sincerely,
William O'Donnell
President, AFT Local 1942

**STATE OF CONNECTICUT
State Employees
Retirement Commission
Office of the State Comptroller**
30 Trinity Street
Hartford, Connecticut 06115

Ms. Cindy Latanzo
Administrative Assistant
Board of Trustees
State Technical Colleges
61 Woodland Street
Hartford, Connecticut

Dear Ms. Latanzo:

We have recently received a reply from the Office of the Attorney General on the question of the status of certain temporary part-time lecturers at State Colleges relative to the State Employees' Retirement System.

A copy of that response is enclosed.

Very truly yours,
**STATE RETIREMENT COMMISSION
J. EDWARD CALDWELL, SECRETARY**

BY:

John R. Shears, Assistant Chief
Retirement Division

JEC: JRS: id

Enc: Attorney General's letter of July 10, 1979

XIV — B

**STATE OF CONNECTICUT
Office of The Attorney General**

July 10, 1979

Honorable J. Edward Caldwell
State Comptroller
30 Trinity Street
Hartford, Connecticut 06115

Dear Mr. Caldwell:

This will acknowledge your letter of November 20, 1978. In your letter, you ask when, if at all, membership in the state employees retirement system becomes mandatory for salaried part-time and temporary lecturers at the state technical colleges.

Based on the information provided us by the Board of Trustees for State Technical Colleges, a distinction can be made between lecturers who hold part-time appointments and those who hold temporary appointments.

A person who receives a "part-time" appointment teaches relatively few hours per week and his service is not considered to be equivalent to full-time service. A person who receives a "temporary" appointment teaches a greater number of hours per week. His services in terms of the number of hours per week might for some purposes be considered to be the equivalent of full-time service. Yet, such "temporary" service is distinguishable from the usual full-time service in that the temporary appointment is for a limited period of time, which does not exceed one school term of eleven weeks.

XIV — C

In fact, neither a part-time lecturer nor temporary lecturer, as those terms are described above, receive appointments which run beyond a single school term of eleven weeks. If the service of either a part-time or temporary lecturer continues beyond the end of a term, it is only by virtue of a new appointment to a new group of duties in a new term, which appointment will end on or before the end of the new term.

In this sense, then, all part-time lecturers and temporary lecturers are "temporary" employees.

Such salaried part-time lecturers and temporary lecturers, during the term of their appointment, are in state service.

"'State service' is service with the state, either appointive or elective, for which a salary is paid..."

Conn. Gen. Stat., § 5-154(m).

They are state employees for the purpose of the State Employees Retirement Act.

"'State employee' means a person in state service, either appointive or elective;" Conn. Gen. Stat., § 5-154 (l).

It can also be said that such persons hold "positions" in state service. The State Personnel Act defines, in § 5-196(u) of the statutes, a "position" in the following terms:

"'Position' means a group of duties and responsibilities currently assigned or designated by competent authority to require the services of one employee."

Such teaching positions in the technical colleges are exempt from the classified service, Conn. Gen. Stat., § 5-198(l).

Section 5-160(d) contains the following provisions with respect to mandatory membership in the state employees retirement system.

"(d) Each other state employee appointed to a position exempt from the classified service, except positions funded in whole or in part by the federal government as part of any public service employment program, on-the-job training program or work experience program, shall become a member on the first day of the pay period following the date he has completed six months in such position, provided he has elected no other Connecticut retirement plan."

In our opinion, this statute does not automatically bring about or mandate membership in the state employees retirement system on the part of the part-time or temporary lecturers described above. Since they do not hold any one position for a period in excess of one eleven week term, they do not complete six months in any one position. So long as such circumstances continue, their membership in the state employees retirement system does not become mandatory.

This is not to say, however, that membership in the state employees retirement system cannot be elected by such person. The first sentence of § 5-160(f) reads as follows:

"A temporary, emergency or provisional employee may elect to become a member, effective on the first day of the pay period following the date his election is received by the retirement commission."

The provisions of § 5-160(f) apply to employees in the unclassified service, as well as to employees in the classified service, as is apparent from the reference in the second sentence of § 5-160(f) to § 5-160(d) which deals with unclassified employees.

Therefore, part-time or temporary lecturers described above may become members of the state employees retirement system by filing with the State Employees Retirement Commission the election referred to in § 5-160(f).

Very truly yours,
CARL R. AJELLO
ATTORNEY GENERAL

By: Robert E. Walsh
Assistant Attorney General

REW: amt

XIV — F

ALLAN W. DRACHMAN; P.C.
ATTORNEYS AT LAW

November 15, 1978

Mr. William O'Donnell
President
Local 1942, AFT
Thames Valley State Technical College
574 New London Turnpike
Norwich, CT 06360

RE: Local 1942 and Thames Valley State
Technical College, AAA Case No. 1239-0271-18
(Failure to Re-hire Part-timers)

Dear Mr. O'Donnell:

This will confirm our understanding, with respect to the above case, that:

1. The Federation's claims under Article XVII and XVIII shall be consolidated with the same claims being made in AAA Case No. 1239-0272-78, which the parties orally settled several weeks ago.
2. With respect to the remaining claims (Articles I; II; VIII; XIIAC(1), D, F; and XIII), this matter shall be held in abeyance indefinitely.

Sincerely yours,
Philip Collins

PC: jj
cc: Cynthia Lattanzio, Esquire
Donald Welter, President
Beverly Sass
Lionel Williams

XIV — G

SIDE LETTER — DIVISION DIRECTOR

1. The exclusion of the Division Director position from the unit is based upon the fact that the Employer does not contemplate classroom teaching as a regular part of their duties and responsibilities.

2. If the Employer implements a program requiring regular teaching by all or substantially all college administrative staff, each party reserves its rights with respect to amendment of the bargaining unit to include or exclude such staff.

Federation of State
Technical College
Teachers

Board of Trustees
State Technical Colleges

Dated:

Dated:

SIDE LETTER — GREATER NEW HAVEN

This is to clarify the implementation of Article 8, Section D and Article 12, Section 2 of the 1982-85 Agreement with respect to certain programs at Greater New Haven State Technical College:

(1) The Graphics Communications Program shall continue at Eli Whitney during the evenings.

(2) Until Greater New Haven State Technical College has its own facilities in Manufacturing Technology and Mechanical Technology, such programs shall be conducted at Eli Whitney during the evenings. Every effort shall be made to have such facilities ready by September 1, 1982.

(3) If the need arises in Biomedical Technology for evening internship, at area hospitals, these instructors in this specific program may be required to conduct student evaluation during the evening.

Board of Trustees
State Technical Colleges

Federation of Technical
College Teachers, Local
1942, AFT, AFL-CIO

Dated: _____

Dated: _____

SIDE LETTER — COPE

For the purposes of this contract, the deduction for the COPE fund will be administered as follows:

1. The window period for joining shall be from December 1 to December 31 for each year of this contract: the requests must be in the Central Office by February 15. Deductions will commence as soon thereafter as is reasonable.

2. The deduction will be a set, unchanging amount.

3. Changes to the deduction shall only occur during the window period.

Board of Trustees
State Technical Colleges

Federation of Technical
College Teachers, Local
1942, AFT, AFL-CIO

Dated: _____

Dated: _____

SIDE LETTER — Merit Pool (Distribution)

Section 1. The parties shall meet to determine the distribution of the merit and equity pool established under Article 16, Section C within one month after approval of the Agreement by the General Assembly.

Section 2. It is understood and agreed that the primary factor in the distribution of merit increases in the first year shall be equity claims of faculty members above the third position on Appendix A of the Assistant Professor rank who have not, due to certain limitations, received promotions.

Section 3. It is understood and agreed that the primary factor in the distribution of merit increases in the second year shall be equity claims of faculty members primarily at the two highest ranks, who have not, due to certain limitations received promotions or other salary adjustments.

Section 4. The following shall be conditions for eligibility for merit increases under the above sections:

1. the employee must meet the objective qualifications for promotion, unless the Federation's Advisory Committee recommends, and the Employer agrees to, a waiver of such qualifications; and

2. The employee has not received a promotion in or since the 1976-77 academic year.

Section 5. Any amount of the merit and equity fund which is not expended shall be distributed on a per capita basis in a lump sum payment to all unit members.

Section 6. As a result of the merit increases granted under Sections 2 and 3 above, the pay of certain faculty members will exceed the maximum pay for their rank. This shall constitute an exception to Appendix A only for the individuals involved.

Board of Trustees for
State Technical Colleges

Federation of Technical
College Teachers, Local
1942, AFT, AFL-CIO

Dated: _____

Dated: _____

SIDE LETTER (Bumping Same Department)

It is understood and agreed that the term "Same Department" used in Layoff, Article 22, item 4 (Bumping: a - Same Department) — shall be construed and used in accordance with the following:

Programs

	GNHSTC	HSTC	NSTC	TVSTC	WSTC
Architectural Technology		x			
Architectural Engineering Technology					
Automotive Management Technology		x			
Aviation Maintenance					
Biomedical Engineering Technology					
Chemical Technology		x			
Chemical Engineering Technology		x			
Civil Engineering Technology		x			
Data Processing Technology		x			
Electrical Engineering Technology		x			
Electromechanical Engineering Technology		x			
Fire Technology and Administration		x			
Graphic Communications Technology		x			
Industrial Management Technology		x			
Manufacturing Engineering Technology		x			
Materials Engineering Technology		x			
Mechanical Engineering Technology		x			
Nuclear Engineering Technology		x			
Numerical Control Technology		x			

(x) Program currently under consideration for licensure.

*Evening Program only

**No longer affected.

Further, same department in the area of General Studies equates as follows:

Math/Science

Hartford	Math 3
New Haven	Physics/Natural Science/Chemistry 1
Norwalk	No formal department
Thames Valley	Math/Science 2
Waterbury	Math/Science 2
	Math 3
	Science 3

Humanities

Hartford	Liberal Arts Department
New Haven	No formal department
Norwalk	Academic Department
Thames Valley	Humanities Department
Waterbury	Humanities Department
	1 Taught by Chemical Technology faculty
	2 Combined department
	3 Separate department

Board of Trustees
State Technical Colleges

Federation of Technical
College Teachers, Local 1942,
AFT, AFL-CIO

(September 1, 1982 — August 21, 1985)

A. Salaries

September 1, 1982:	6% across-the-board increase, plus \$590 across-the-board increase
September 1, 1983:	6% across-the-board increase, plus \$695 across-the-board increase
September 1, 1984:	economic reopener

B. Merit and Equity Increase
In each of the first two years of the Agreement there is a merit and equity fund established, to be jointly administered. The fund is \$33,570 in the first year and \$31,435 in the second year.

1. A uniform rate for overload pay is established.
2. The existing dollar contribution amount for health and life insurance is continued.
3. Coaches pay and evening division pay are increased by the same percentage as received by all faculty.

1. Work Day. Extends workday within which teaching and other work may be scheduled for certain employees.

2. **Department Chairpersons.** Expedited timetable for labor-management study committee.

3. **Work Year.** 1983 faculty work year begins early to permit a more flexible academic calendar.

4. **Student Evaluation.** The concept of student evaluation of faculty is agreed upon; details to be discussed.

Bargaining Unit: Technical College — Faculty
Period of Contract: September 1, 1982 through August 31, 1984
Number of Full-Time Employees:

General Fund: 213
General Fund: \$4,992,100
General Fund: \$1,703,200

	Cash	Salary	Percent
		Annualized	Annualized
	\$	\$	%
Prior to New Contract	\$ 23,437	\$ 23,437	—
1st Year Contract 82-83	25,160	25,581	7.35
2nd Year Contract 83-84	27,485	27,938	9.24
Compensation Summary:			
	Prior to New Contract	Increase	2nd Year
Total Wages — Cash		1st Year	
Fringe Benefits		\$367,100	\$495,000
Value of Major Items		—	—
Negotiated Improvements 3/		1,703,200	—
Other Related Costs	—	102,700	138,500
Total Major Fringe Benefit		1,703,200	138,500
Total Wages and Benefits		\$6,695,300	\$633,500
PERCENT INCREASE ANNUALIZED		8.73	9.60%
(Prior to New Contract)			

- 1/ Total Annual Wages includes: Base Salary and Longevity Payments.
 - 2/ Fringe Benefits includes: Social Security, Pension Contributions and Health and Life Insurance.
 - 3/ Agreement includes continuation of Health Insurance Premium Reduction Fund (\$113,550) negotiated in prior agreement.
- OPM
4/21/82

OFFICE OF POLICY AND MANAGEMENT

Technical Colleges — Faculty

Estimated Budget Requirement

	1982-83	1983-84	1983-84	1983-84	Annualized
Contract Items					
First Year					
1. 6% Increase Effective 8/20/82			\$ 238,500	\$ 295,300	\$ 295,300
2. \$590 Increase Effective 8/20/82			101,500	125,700	125,700
3. Merit Increase Effective 8/20/82			27,100	35,600	35,600
Total Contractual Items 1st Year			\$ 367,100	\$ 456,600	\$ 456,600
SECOND YEAR					
1. 6% Increase Effective 8/19/83			\$ —	\$ 260,500	\$ 322,600
2. \$695 Increase Effective 8/19/83			—	119,600	148,000
3. Merit Increase Effective 8/19/83			—	25,400	31,400
Total Contract Items 2nd Year			\$ —	\$ 405,500	\$ 502,000
Total Items for Contract Period			\$ 367,100	\$ 862,100	\$ 958,600
Other Related Costs 1/			102,700	241,200	268,200
Total Estimated Cost of Contract			\$ 469,800	\$ 1,103,300	\$ 1,226,800
1/ Other related costs include the following major employee fringe benefit items which are impacted by a wage increase: Social Security, Pension Contributions and Group Life Insurance.					
OPM					
4/21/82					

**MEMORANDUM OF AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES FOR
STATE TECHNICAL COLLEGES
AND
THE FEDERATION OF TECHNICAL
COLLEGE TEACHERS
AFT, LOCAL 1942, AFL-CIO**

**ACADEMIC DEPARTMENTS AND DEPARTMENT
CHAIRPERSONS**

I. Definition Of A Department

A department is an academic unit within the college that has the responsibility and authority for all programs and courses within an assigned area.

Such academic units/areas consist of those departments as currently exist (9/19/84) or developed in the future.

See Appendix A attached.

II. Role And Selection Of A Department Chairperson

The department chairperson is the representative of the department. The chairperson shall be selected by a majority of the full time regular and/or tenured members of the department. The results of said selection shall be forwarded to the president for appointment.

If the president finds the selected individual unacceptable, the president shall meet with department members to discuss the reasons for finding the individual unacceptable. If the president and the department disagree, a second selection shall be made. If the same individual is selected by the department and the president does not approve of the results of that selection, the president shall submit these reasons in writing to the department.

If no resolution is forthcoming, the incumbent chairperson shall remain as interim department chairperson. If he/she is unable to serve, the president shall choose an appropriate individual from outside the department, to serve as interim chairperson while the selection process continues. Such interim appointments shall not continue for more than one quarter.

The chairperson serves for a term of three (3) years and may succeed himself/herself.

III. Duties And Responsibilities

1. Hold regular departmental meetings at least once per quarter.

2. Develop departmental budgets.

3. Administer the department in a manner which fosters open communication with and between all faculty members.

4. Organize departmental committees, when necessary, for the development and operation of the department.

5. Encourage faculty members to develop innovative teaching techniques, review department course offerings, and make recommendations to the appropriate college committee for new and/or revised courses or curricula.

6. In concert with the dean of instruction, participate in the identification and review of candidates for vacancies in the department by recommending suitable individuals for full, part-time, temporary and overload appointments in accordance with affirmative action procedures.

7. Determine faculty assignments and recommend term schedules in concert with the dean of instruction.

8. Confer with students as appropriate.

9. Confer with department members regarding texts to be used and submit publication data to the dean of instruction.

10. Orient new faculty members to department policies and procedures.

11. Consult with the librarian regarding library holdings and make recommendations for additions and/or deletions.

12. Furnish the director of admissions with the department's entrance and transfer requirements, and admission criteria.

13. Maintain liaison with the business and industrial community by meeting with the program advisory committee.

14. Provide appropriate information to the dean of instruction for use in publicizing departmental activities.

15. Conduct evaluations of department members consistent with procedures presently existing as outlined in Article 11, of the bargaining agreement.

16. Supervise the departmental technical equipment inventory process.

17. Confers with members of the department to determine the size of classes and laboratories and the number of sections of each in accordance with Article 8-L.

IV. Compensation

Category	Department Size FTE	Reduced Load For Chairpersons
I	0.1 - 2.0	3
II	2.1 - 5.0	4
III	5.1 - 8.0	5
IV	8.1 - 11.0	6
V	11.1 - and over	7

For those departments responsible for laboratory sections, a factor of 1.0 full-time equivalent (FTE) faculty member shall be added to the Department Size FTE to determine the department's category.

The Department Size FTE will be the Annualized FTE for the preceding year determined as follows:

(Fall FTE + Winter FTE + Spring FTE) divided by 3
= Annualized FTE

Department chairpersons in Category I on the date this agreement is signed will receive, in addition to 3 hours reduced load, a lump sum of \$300 per academic year not to be added to their base salary. All subsequent department chairpersons will be bound by the terms of this Memorandum of Agreement.

EVENING DIVISION

Department chairpersons whose departments have offerings in the evening division shall be compensated per quarter as follows:

Salary rate at 55% of the minimum of the Assistant Professor salary range per hour divided by 495.

Category	Compensation in Obligation Hours
I	11
II	22
III	33
IV	44
V	44

V. Statement Of Purpose

The implementation of this agreement concerning the added duties and responsibilities of department chairpersons shall not result in the reduction of any sections historically offered by the department, any increase in class or laboratory sizes and/or any reduction of faculty positions.

Evening Division

The Evening Division departmental activities shall be performed by the department chairperson or departmental designee. If a designee is selected, said designee shall report to the department chairperson.

The professional working conditions shall be:

A. Work Year: Three (3) eleven (11) week terms in the academic year.

B. Work Week: Mon., Tues., Wed., and Thursday.

C. Work Day and Work Hours: Shall be assigned by the department chairperson, shall not be less than two hours in any one work day.

D. The summer school as regards these departmental duties and responsibilities is excluded from this agreement.

Any change in this agreement concerning added duties and responsibilities of department chairpersons shall be regulated by Article 30, Negotiations, Sections A and B of the bargaining agreement.

VI. Implementation

Implementation of this agreement shall be the winter term of the 1984-85 academic year.

VII. Operating Procedures

In order to facilitate the smooth coordination between academic departments and the administrative process necessary to conduct the department's business within the college structure, written procedures shall be developed, if they do not already exist, by the college's administration in concert with the department chairpersons. Upon request of a president, dean of instruction or a department chairperson, these procedures shall be reviewed for clarity, efficiency and practicability.

At the minimum, policies and procedures shall address the following:

1. Hiring procedures which provide for department involvement in the hiring process of faculty members who will be teaching courses under the department's jurisdiction.
2. Admissions procedures which interface the department with the director of admissions to ensure the standards of the department, the college and the system are maintained.
3. Budget input procedures which enable the department to adequately express its needs with a view toward developing an operational budget for the department.
4. Annual inventory procedures.
5. Graduation requirements which provide for the adequate review by the department as well as the collegewide faculty.
6. Academic program development.

The above designated items are not all inclusive nor are they an attempt to limit the development of other procedures as they are identified.

Federation of State
Technical College Teachers
Local 1942, AFT,
AFL-CIO by


Dennis J. Bogusky, Pres.

Board of Trustees for State
Technical Colleges by


Edward D. Dombroskas,
Director Management/
Personnel Services

Date: _____ Date: _____

APPENDIX A (Annualized 1983-84 AY)

Department (Size) Category	Reduced Load for Chairpersons (Contact Hours)	HSTC	NSTC	TVSTC	WSTC	GNHSTC
(.01-.2.0) I	3				Pre-Tech CAD/D	Pre-Tech
(2.1-5.0) II	4	Pre-Tech Chemical Mfg	Pre-Tech Comp Syst Arch Chemical Civil Elec/Mech Mfg Mech	Indus Mgt Drafting Chemical Mfg	Mfg	
(5.1-8.0) III	5	Humanities Math Physics Data Arch Mech Civil	Elec Academic Subjects	Mech	Chemical Humanities Science Mech	Mech/Mfg Humanities
(8.1-11.0) IV	6			Humanities Elec	Math Data	Chem/Math/Phys Elec
(11.1 +) V	7	Elec	Data Math/Phys Science	Data Math/ Science	Elec	Data

Note: This Appendix does not list the Fire Technology at Hartford, Norwalk, Thames Valley and Waterbury; the Nuclear Science at Thames Valley; and the Industrial Management at Waterbury and Norwalk. These areas are to be the subject of continuing discussion, which will be concluded at the close of 1984-85 AY.