

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

14.7.3 Step 3. PRESIDENT OR HIS/HER DESIGNEE

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

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

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

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

14.7.4 Step 4. 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/her designee not later than ten (10) work days after receipt by the Federation of the disposition of such grievance by said President.

- B. Not later than fifteen (15) work days after receipt of such grievance, said Executive Director or his/her designee, shall meet with the parties and after such meeting shall, not later than ten (10) work days, submit his/her disposition of such grievance to the Federation.
- C. Such disposition shall be in writing and shall include the reasons and rationale for any denial of such grievance.
- D. Settlements shall be reduced to writing. Settlements at Step 3 or below shall be without prejudice or precedent, unless specifically authorized and executed by Step 4 representative, provided that Step 3 settlements shall be precedential at the campus where the grievance occurred. Settlements at Step 4 or 5 shall be precedential, unless the parties provide to the contrary.

14.7.5 Step 4A.

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

14.7.6 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) days 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/her designee and the Federation cannot agree on an arbitrator forthwith, either party may request that the arbitrator be selected from a panel provided by the American Arbitration Association, in which event such arbitration shall be conducted under the rules of the American Arbitration Association then in effect.

C. 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.

subject to C.G.S.
Draft A

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/her position, the President may recommend to the Board that the person be separated from state service in good standing. The Board may require that the faculty member receive a physical or mental examination by competent medical professionals, at the expense of the Board.

ARTICLE 16

COMPENSATION

16.1 Retroactive to July 1, 1988 the salary ranges shall be as follows:

	<u>Minimum</u>	<u>Maximum</u>
Instructor	\$26,924	\$37,656
Librarian	\$30,177	\$42,035
Assistant	\$31,551	\$42,195
Counselor I	\$31,573	\$40,420
Associate	\$36,790	\$49,811
Counselor II	\$38,436	\$53,319
Professor	\$42,024	\$55,279

16.1.1 MAXIMUM HIRE RATE

The maximum hiring salary shall be thirty-five (35) percent of the difference between the minimum and maximum salaries added to the minimum salary.

16.1.2 Unit members shall receive \$2,150 adjustment to their base salary on July 1, 1988.

16.1.3 In addition, bargaining unit members shall receive a salary adjustment based on the following formula:

(Maximum rank biweekly salary - current biweekly salary)

$$x \frac{1}{12 - \text{whole years of experience in the system}} = x$$

12 - whole years of experience in the system

$$x + \text{current biweekly salary} = \text{new biweekly salary}$$

- 16.1.4 All bargaining unit members shall receive across the board increases in accordance with Section 16.1.2. 16.1.3 above up to the maximum salary of the position except that in 1988/89 no member shall receive a combination across the board increase in Section 16.1.2 and 16.1.3 which exceeds 7.95% percent of the individual's base salary for the prior year.
- 16.1.5 Faculty members promoted during the term of this agreement shall be placed at the maximum hiring rate of the new rank of their salary or shall be increased by \$2,000 whichever is greater.
- 16.1.6 Upon application to the president and review by the Faculty Advisory Promotion Committee (F.A.P.C.) and with the procedures set forth in the contract, a librarian or counselor may receive an in-rank promotion not to exceed \$2,000 in the first year of the contract. Said promotion shall be added to the individual's base salary up to the rank maximum.
- 16.2 Effective July 1, 1989 the salary ranges shall be as follows:

	<u>Minimum</u>	<u>Maximum</u>
Instructor	\$28,405	\$39,728
Librarian	\$31,837	\$44,347
Assistant	\$33,287	\$44,516
Counselor I	\$33,310	\$42,644
Associate	\$38,814	\$52,551
Counselor II	\$40,550	\$56,251
Professor	\$44,336	\$58,320

16.2.1 MAXIMUM HIRE RATE

The maximum hiring salary shall be thirty-five (35) percent of the difference between the minimum and maximum salaries added to the minimum salary.

16.2.2 Unit members shall receive \$2,268 adjustment to their base salary on July 1, 1989.

16.2.3 In addition, bargaining unit members shall receive a salary adjustment based on the following formula:

(Maximum rank biweekly salary - current biweekly salary)

$$x \frac{1}{12 - \text{whole years of experience in the system}} = x$$

12 - whole years of experience in the system

$$x + \text{current biweekly salary} = \text{new biweekly salary}$$

16.2.4 All bargaining unit members shall receive across the board increases in accordance with Section 16.2.2 and 16.2.3 above up to the maximum salary of the position except that in 1989/90 no member shall receive a combination across the board increase in Section 16.2.2 and 16.2.3 which exceeds 5.5% percent of the individual's base salary for the prior year.

16.2.5 Faculty members promoted during the term of this agreement shall be placed at the maximum hiring rate of the new rank of their salary or shall be increased by \$2,500 whichever is greater.

16.2.6 Upon application to the president and review by the Faculty Advisory Promotion Committee (F.A.P.C.) and with the procedures set forth in the contract, a librarian or counselor may receive an in-rank promotion not to exceed \$2,500. Said promotion shall be added to the individual's base salary up to the rank maximum.

16.3 LONGEVITY

Effective October 1988 and for the remaining term of this agreement, semi-annual longevity payments shall be provided to members of the bargaining unit. Longevity payments shall be provided for eligible members as follows:

- 16.3.1 The full increment value for longevity purposes shall be 3.9 percent of the minimum of the salary range for the position occupied by the eligible member.
- 16.3.2 Such semi-annual longevity payments shall be effective on April 1 and October 1 of each year, except that a retiring member shall receive during the month immediately following retirement, a pro-rated payment based on the proportion of the six-month period served prior to the effective date of his/her retirement.
- 16.3.3 All other rules for calculating and distributing longevity, as described in Section 5-213 of the General Statutes shall continue to apply.

16.4 EXTENSION DIVISION TEACHING

Unit employees teaching in the extension division shall receive the following compensation

Effective September 1, 1988	Effective September 1, 1989
\$33 per contact/ credit hour	\$36 per contact/ credit hour

16.5 COACHES

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

	9/1/88 or (Season)	9/1/89 or (Season)
Athletic Director (Annual)	\$3,306	\$3,505
Athletic Coordinator (Annual)	\$2,066	\$2,190
Coach (Major Sports) (per season)	\$2,583	\$2,738
Assistant Coach (per season)	\$1,859	\$1,971
Coach (Minor Sports) (per season)	\$1,031	\$1,093

ARTICLE 17

INSURANCE AND RETIREMENT PLANS

17.1 RETIREMENT

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

17.2 INDIVIDUAL RETIREMENT ANNUITIES

Benefits shall be made available on a voluntary basis to eligible faculty members as provided in Section 5-264 of the Connecticut General Statutes as amended, whereby under certain conditions the Board 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.

17.3 GROUP HEALTH

For the duration of this agreement, the State shall continue in force the health insurance coverage in effect on June 30, 1986, subject to the negotiations between the State and the Pension Coordinating Committee or its successor.

The parties hereby incorporate by reference the health insurance agreement arrived at pursuant to C.G.S. 5-278(F)(3).

17.4 For each year of the Agreement, the Employer shall allocate the following:

\$164,000 on July 1, 1988
\$170,500 on July 1, 1989

to a reserve fund to be spent on such items as dependent medical insurance coverage and Group Life Insurance coverage. Any reduction in dependent medical insurance coverage premiums shall be on a pro rata basis.

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 CGS 5-257. Participation in the Group Life Insurance plan shall include all classes of coverage indicated in CGS 5-257. Any surplus arising from this reserve fund shall be distributed on June 1, of each year of the agreement on a per capita basis, unless the parties mutually agree to another form of distribution.

ARTICLE 18

LEAVES

18.1 SABBATICAL LEAVE

18.1.1 Sabbatical leave is educational leave. The Board shall continue to support sabbatical leave as a means of encouraging a faculty member to strengthen his/her effectiveness as a teacher and scholar, and to increase his/her 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/her teaching effectiveness. Eligibility for sabbatical leave shall create no condition, express or implied, that such leave must be granted by the Board.

18.1.2 Conditions and Eligibility

When a sabbatical leave is granted by the Board, it shall be two (2) semesters at one-half (1/2) annual salary, or one semester at full annual salary, or for such period and portion of salary as agreed to by the applicant and the Board. Such leave may include tuition reimbursement. A faculty member shall become eligible for sabbatical leave after six (6) consecutive years of full-time service.

Any faculty member may be considered for such sabbatical leave during his/her seventh year of full-time service, but such sabbatical leave shall not commence until he/she 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 (7) 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 disclose, as part of his/her proposal, all anticipated remuneration at the time such leave is under consideration and if paid employment is involved, he/she shall describe the relationship of such to the purpose of sabbatical leave outlined in 18.1. All compensation while on sabbatical leave shall normally not exceed the regular compensation of the recipient plus the expenses attributable to the leave.

18.1.3 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/she would have attained had he/she not taken such leave.

18.1.4 Number

The number of faculty members on sabbatical leave at any time at a college shall not exceed five (5) 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.

18.1.5 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 18.1.2 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/she determines that the applicant was unable to meet the deadline due to circumstances beyond his/her control. By February 1, the President shall forward his/her 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.

18.2 LEAVE OF ABSENCE WITHOUT SALARY

Upon recommendation of the President, which recommendation shall not be unreasonably withheld, leave of absence without salary may be granted by the Board for a period not to exceed two (2) years, except that upon establishment of actual disability such leave shall be granted. Faculty members shall be eligible for leave of absence without salary after two years of full-time service on Non-tenured Appointments, except that a leave for educational advancement 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.

18.3 SICK LEAVE

18.3.1 Entitlement and Conditions

ACCRUAL

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

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

- a. incapacitation for duty;
- b. dental, medical, or eye examination or treatment for which arrangements cannot be made outside of work hours;
- c. when presence at work will expose others to a contagious disease;
- d. in the event of death in the immediate family, when as much as three work days' leave with pay shall be granted (immediate family means husband, wife, father, mother, sister, brother, or child, or any other relative who is domiciled in the faculty member's household);
- e. if critical illness or severe injury in the immediate family or members of his/her 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;
- f. 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.

18.3.1.3 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 a certificate.

18.3.1.4 Compensation at Retirement

Upon retirement, pursuant to Connecticut General Statute, Chapter 66, as amended and all other retirement plans, a faculty member shall be compensated at the rate of one-fourth of his/her daily salary for each day of sick leave standing to his/her credit as of his/her last day on the active 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 employee's estate 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 of sixty (60) days pay.

18.4 PERSONAL LEAVE

Personal Leave shall be granted in accordance with Section 5-250 of the Connecticut General Statutes as amended. Such leaves may be taken in one-half day increments. (i.e., morning or afternoon) provided the faculty member has assigned duties in the remaining half of the day involved. 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. A faculty member must request such a leave at least 24 hours in advance, except in cases of emergency or other unanticipated circumstances.

18.5 MILITARY LEAVE

18.5.1 Any faculty member who enters military service shall be reinstated upon his/her return, to a position for which he/she is certified, at a salary to which he/she would have been entitled had his/her 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.

18.5.2 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.

18.6 JURY DUTY AND COURT APPEARANCES

A faculty member who is summoned to court to perform jury duty or who is subpoenaed to attend court hearings to testify in matters in which he/she has no personal or pecuniary interest shall suffer no loss of salary thereby, provided that he/she remits to the Board a copy of the summons or subpoena and any sums of money received in compensation for such duty or attendance as a witness.

18.7 MATERNITY AND PARENTAL LEAVE

18.7.1 Maternity Leave

18.7.1.1 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 shall 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.

18.7.1.2 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.

18.7.2 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.

c. Family Leave

Family leave shall be granted for a period not to exceed a maximum of fifty-two (52) weeks in any two year period granted upon the birth or adoption of a child by an employee or upon the serious illness of a child, spouse, or parent of an employee. Serious illness means an illness, injury, impairment or physical or mental condition that involves (1) inpatient care in a hospital, hospice or residential care facility or (2) continuing treatment or continuing supervision by a health care provider. Such leave of absence shall be without pay but benefits shall continue for up to twenty-six (26) weeks during the pendency of such leave. The position of the employee shall be held for the duration of the leave except that the Board of Trustees may fill a vacancy created by a leave of absence without pay on a durational basis if the position is being held without the necessity of creating an additional position. In the event the Board of Trustees fills a vacancy created by this section said replacement shall receive the pay and benefits of a regular appointment except said replacement shall have no expectation or right to employment beyond the duration of the leave and the Board of Trustees shall not be required to provide notice of non renewal pursuant to Article 12.3.2.

Upon the expiration of the leave of absence the employee shall be entitled to all accumulated seniority, retirement, fringe benefits and other service credits which the employee had at the commencement of such leave.

18.8 MISCELLANEOUS LEAVE PROVISIONS

18.8.1 Equivalent Time Off for Holiday Work

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.

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

18.8.2 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/her transfer.

18.9 PROFESSIONAL LEAVE

18.9.1 Upon request to his/her President, a faculty member may be granted a professional leave to attend professional meetings, seminars, workshops, conferences, conventions, institutes, or other such professional experiences. Such leave shall be granted with no loss of pay or benefits.

18.9.2 Upon request to the President and approval of the Board of Trustees, a faculty member may be granted a leave of absence with or without pay to attend and/or participate in an educational endeavor which increases the faculty member's knowledge of the profession. Such request may include a request for full or partial tuition reimbursement.

18.10 BOARD APPEARANCE

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

18.11 UNION LEAVE

18.11.1 Leaves of Absence for Union Assignments

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

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

18.11.2 RELEASED TIME FOR UNION BUSINESS

18.11.2.1 The Board shall grant release time equivalent to eight (8) contact hours per quarter for the system and seven (7) contact hours per quarter for the President of Local 1942 for:

- (a) investigating and processing grievances through Step 3
- (b) meeting with the board/administration or its representatives to discuss implementation of the Agreement
- (c) conducting other Union business

18.11.2.2 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.

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

- (a) Substantially disproportionate amounts of said leave shall not be concentrated at one college;
- (b) The Board shall be advised of individuals so designated;

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

(d) Except in exceptional circumstances, three working days prior written notice shall be given to the appropriate management representative when released time is to be utilized. Said notice should include a method of contacting the individual.

18.11.3 Attendance at Conventions

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

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

18.12 Emergency Sick Leave Bank

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

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

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

(a) 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.

18.12.4 Days shall be allocated by a joint committee of four (4) members, two designated by the Federation, two by the Employer. This Committee shall have full authority to grant benefits and administer the program in accordance with guidelines outlined in 18.12.2 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.

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

18.12.6 The actions or nonactions of this committee shall in no way be subject to collateral attack or the grievance/arbitration process. The panel shall 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

ARTICLE 19

VACATIONS

19.1 ENTITLEMENT

- 19.1.1 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.
- 19.1.2 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.
- 19.1.3 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/her appointment shall use all accrued vacation time prior to the expiration of his/her final appointment year, unless other arrangements are specifically authorized in writing, which authorization shall not be unreasonably withheld.
- 19.1.4 No vacation days shall accrue during any month in which a twelve-month faculty member is on an unpaid leave of absence for more than five (5) days.

19.2 CONDITIONS

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

19.2.2 Said twelve-month member shall be expected to take a minimum of three (3) weeks vacation each year, provided that in extenuating circumstances, vacation days may be carried over into a new appointment year with the written approval of the President of the college, which approval shall not be unreasonably withheld, but may not be accumulated to a total of more than one-hundred and twenty (120) days.

19.3 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

20.1 All 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	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving
Good Friday	Christmas Day
Memorial Day	Day after Christmas

20.2 If any twelve-month faculty member is required to work on a holiday, or if a holiday falls on a day on which he/she is not regularly scheduled to work, he/she shall be granted, equivalent time-off approval of which shall not be unreasonably withheld, provided that:

- (a) Such time-off shall be utilized during the calendar year in which it is accrued.
- (b) 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 (3) years of service.

21.1 ELIGIBILITY FOR PROMOTION

21.1.1 Candidates for promotion to a higher rank shall be screened by the Faculty Advisory Promotion Committee for compliance with minimum, objective qualifications as set forth in Appendix A. If the requirement of three (3) 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.

21.1.2 The F.A.P.C. recommendations shall be submitted and reviewed by the President who shall submit his recommendations to the Board of Trustees. In exceptional circumstances, after consultation with the F.A.P.C., the President may recommend a waiver of 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.

21.2 CRITERIA FOR PROMOTION

21.2.1 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 Appendix A, subject to paragraph 21.2.2 below.

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

21.3 FACULTY ADVISORY PROMOTIONS COMMITTEE

21.3.1 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/her recommendations to the Board, the President shall: (1) notify the F.A.P.C. of his/her recommendations and, (2) if his/her order of recommendation varies from that of the F.A.P.C., he/she shall meet with it on request, to provide and discuss the reasons for his/her recommendations and shall upon