

request, submit these reasons in writing within fourteen (14) calendar days of the meeting.

21.3.2 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.

21.3.3 The President's final recommendations are submitted by the Executive Director to the Board of Trustees at the June meeting.

ARTICLE 22

LAYOFFS

22.1 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.

22.2 METHODS OF REDUCING THE WORKFORCE

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

22.2.2 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.

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

22.2.3.1 The 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.

22.2.3.2 Subject to 22.2.3.1 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

22.2.3.3 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 22.2.3.2(1) above.

22.2.3.4 Layoffs within each category listed in 22.2.3.2 above shall be based upon both the academic needs of the system and seniority.

22.2.3.5 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.

22.2.3.6 Notice of Layoffs. The Board shall give at least twelve (12) months notice of layoff for economic or programmatic reasons. Such notice does not apply to a bumpee under paragraph 22.2.4 below.

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

22.2.4.1 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.

22.2.4.2 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.

22.2.4.3 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.

22.2.4.4 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.

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

22.2.4.6 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 22.2.3.1;
- (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 22.2.4.5 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/her judgement for that of the Board.

22.2.4.7 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

Academic Year 1988-89

23.1 DEFINITION

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/credit hours but less than 15 contact/credit 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/credit hours per academic year in the day division.

23.2 RATES OF PAY

Regular, part-time unit employees obligated by the terms of their appointment to teach thirty-six (36) or more contact/credit hours in any academic year shall be paid the salary of their rank, at the starting rate. Special part-time employees obligated to teach twelve (12) or more contact/credit hours in any term shall be paid one-third the annual salary, of their rank, per term, at the starting rate. Regular part-time unit employees obligated by the terms of their appointment to teach less than thirty-six (36) contact/credit hours in any academic year, and special part-time unit employees hired to teach 7.5 or more contact/credit hours, but less than twelve (12) contact/credit hours, shall be paid at

the contact/credit 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.

23.3 FRINGE BENEFITS

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

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

23.3.3 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/credit 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 36 hours in an 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/credit 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 12 or more contact/credit 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/credit hours but less than 12 contact/credit hours, shall, upon commencement of employment be eligible for the above leaves on a pro-rated basis (determined by the number of scheduled contact/credit 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.

23.3.4 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/credit hours taught in any academic year divided by 45.

23.4 PROFESSIONAL RESPONSIBILITIES

Part-time faculty who are in the bargaining unit and are scheduled to teach 11 or more contact/credit 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/credit hours, but less than 11 contact/credit 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.

23.5 UTILIZATION OF PART-TIME FACULTY

23.5.1 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.

UPON IMPLEMENTATION OF A SEMESTER BASED ACADEMIC CALENDAR, BUT NO EARLIER THAN 1989-90:

23.1 DEFINITION

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/credit hours but less than 15 contact/credit hours in any one semester 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 15 but less than 30 contact/credit hours per academic year in the day division.

23.2 RATES OF PAY

Regular, part-time unit employees obligated by the terms of their appointment to teach 22.5 or more contact/credit hours in any academic year shall be paid the salary of their rank, at the starting rate. Special part-time employees obligated to teach 11.25 or more contact/credit hours in any semester shall be paid one half the annual salary, of their rank, per semester at the starting rate. Regular part-time unit

employees obligated by the terms of their appointment to teach less than 22.5 contact/credit hours in any academic year, and special part-time unit employees hired to teach 7.5 or more contact/credit hours, but less than 11.25 contact/credit hours, shall be paid at the contact/credit hour rate of the annual salary of their rank, at the starting rate, divided by 480. Part-time bargaining unit employees may be hired at the starting rate of any rank.

23.3 FRINGE BENEFITS

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

23.3.2 Personal Leave. The eligibility of part-time unit faculty for personal leave shall be determined in accordance with Connecticut General Statutes 5-520 and pertinent regulations, as they exist now or may be amended.

23.3.3 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 22.5 or more contact/credit 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 22.5 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/credit hours divided by 30.
- (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 one (1) full academic semester.
- (d) Part-time unit employees on a special appointment who are obligated to teach 11.25 or more contact/credit hours in any semester 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 one (1) full academic semester.
- (e) Part-time unit employees on a special appointment who are obligated to teach 7.5 or more contact/credit hours but less than 11.25 contact/credit hours, shall, upon commencement of employment be eligible for the above leaves on a

pro-rated basis (determined by the number of scheduled contact/credit hours divided by 15) only if, at the time their employment is commenced, it is expected that its duration will exceed one (1) full academic semester.

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

23.4 PROFESSIONAL RESPONSIBILITIES

Part-time faculty who are in the bargaining unit and are scheduled to teach nine (9) or more contact/credit hours shall schedule at appropriate times at least three (3) regular office hours per week for consultation with students. Part-time faculty who are in the bargaining unit and are scheduled to teach 7.0 or more contact/credit hours, but less than nine (9) contact/credit hours, shall schedule at appropriate times at least two (2) regular office hours per week for 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.

UTILIZATION OF PART-TIME FACULTY

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 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

24.1 Unit employees who teach in the day division shall be notified of, and considered for, teaching opportunities in the Extension Division. As soon as practicable unit employees who have applied to teach in the Extension 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 proportionally 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. 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 Public Act 86-411. The Board shall request such approval as provided in the act. If the Legislature rejects such request as a whole, the parties shall return to the bargaining table.

ARTICLE 28

EXTENT OF AGREEMENT

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

Therefore, the parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. Provided, however, in the event a reorganization of the State 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 29

NEGOTIATIONS

29.1 MATTERS SUBJECT TO COLLECTIVE BARGAINING

29.1.1 The Board shall not negotiate with any individual member of the bargaining unit (or with any groups of individuals in the bargaining unit) on any matter which is subject to collective bargaining unless otherwise provided for in this Agreement, except that nothing contained in this Agreement shall be construed to prevent the 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.

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

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

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

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

29.3 SUCCESSOR NEGOTIATIONS

29.3.1 Not later than December 1, 1989, the Board and the Federation shall begin negotiations for a successor agreement to be effective July 1, 1990.

29.4 REQUESTS FOR INFORMATION FOR THE PREPARATION AND CONDUCT OF NEGOTIATIONS

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

ARTICLE 30

DURATION

Except as specifically provided otherwise, this Agreement shall be effective July 1, 1988, and shall continue in full force and effect through June 30, 1990.

ARTICLE 31

ACADEMIC DEPARTMENTS AND DEPARTMENT CHAIRPERSONS

31.1 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 (September 19, 1984) or developed in the future. See Appendix B attached.

31.2 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 (1) semester.

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

31.3 DUTIES AND RESPONSIBILITIES

1. Hold regular departmental meetings at least once per semester.
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 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 recommended 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 8.12.

31.4 COMPENSATION

<u>Category</u>	<u>Department Size (FTE)</u>	<u>Reduced Load for Department Chairpersons</u>
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 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.

Effective July 3, 1986, Fire Technology at Hartford, Norwalk, Thames Valley, and Waterbury shall be merged into the Chemical Department at the same college, Industrial Management at Waterbury and Norwalk will be merged into the Manufacturing Department at the same college, and the Nuclear Science program at Thames Valley shall be a separate department.

Department chairpersons in Category I on September 19, 1984 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 Agreement.

UPON IMPLEMENTATION OF A SEMESTER BASED ACADEMIC CALENDAR, BUT NO EARLIER THAN 1989-90:

The Department Size FTE will be the annualized FTE for the preceeding year, determined as follows:

(Fall Semester FTE & Spring Semester FTE) divided by 2 = annualized FTE).

31.4.1 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.

<u>Category</u>	<u>Compensation Hours</u>
I	11
II	22
III	33
IV	44
V	44

UPON IMPLEMENTATION OF A SEMESTER BASED ACADEMIC CALENDAR, BUT NO EARLIER THAN 1989-90:

31.4.1 Evening Division

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

Salary rate at 55% of the minimum of the Assistant Professor salary range per hour divided by 480.

<u>Category</u>	<u>Compensation Hours</u>
I	15
II	30
III	45
IV	60
V	75

31.5 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.

31.5.1 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: Monday, Tuesday, Wednesday, and Thursday.
- C. Work Day and Work Hours: Shall be assigned by the department chairperson, shall not be less than two (2) hours in any one work day.
- D. The summer school as regards these departmental duties and responsibilities is excluded from this agreement.

UPON IMPLEMENTATION OF A SEMESTER BASED ACADEMIC CALENDAR BUT NO EARLIER THAN 1989-90:

- A. Work Year: Two (2) sixteen (16) week semesters in the academic year.
- B. Work Week: Monday, Tuesday, Wednesday, and Thursday.
- C. Work Day and Work Hours: Shall be assigned by the department chairperson, shall not be less than two (2) hours in any one work day.
- D. The summer school as regards these departmental duties responsibilities is excluded from this agreement.

31.6 Any change in this agreement concerning added duties and responsibilities of department chairpersons, shall be regulated by Article 29, Negotiations, Sections 29.1 and

29.2 of the bargaining agreement.

31.7 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 of 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.

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

I. Requirements for Promotion

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

II. Suggested Items for Consideration for Faculty Promotion State Technical Colleges

A. Teaching Effectiveness (60 points)

1. Display of teaching skills (imaginative techniques, effective methods of communication, mastery of subject matter.)
2. Development and use of teaching materials.
3. Indications of understanding and encouragement of student.
4. Understanding the philosophy of the College and the College program.

B. Scholarship and Professional Growth (15 points)

1. Additional courses and degrees.
2. Honors and awards received from learned or professional societies.
3. Papers read or discussed at meetings of professional or learned societies.
4. Membership and activity in learned or professional societies.
5. Publications (Books, Magazines).
6. Participation in seminars, workshops, conferences.

C. Contributions to Student, Department, College, and Community Welfare (15 points)

1. Advancing the best interests and objectives of the college, the faculty, and the students.
 - a. Committee activities.
 - b. Participation in community activities.
2. Leadership, sponsorship and responsibility in student or faculty extra-curricula activities.
3. Outstanding efforts in special phases of the college program, publications, placement, public relations.
4. Special contributions within a department.
 - a. Supervision and preparation of laboratory or instructional materials and equipment.
 - b. Furthering departmental relations with the college and student body.
 - c. Ready, dependable, prompt and accurate assistance in the administrative work of the department.
 - d. Creative contributions to syllabus and curriculum improvement.
5. Emotional stability and maturity.
6. Evidence of high intelligence, good moral character, sound judgement, sense of humor, initiative, cooperativeness.
7. Contributions to stimulating growth in teaching skills of others.
 - a. Assistance to less experienced or less informed.
 - b. Demonstrations (lessons, techniques, use of mechanical aids, etc.)
 - c. Participation in panel, forum or assembly programs of educational or cultural nature within the department or on a collegewide basis.

D. Miscellaneous (10 points)

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

III. 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/her selection, he/she will request of the faculty to submit to him/her the names of nine staff members. From these nine names, he/she 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/her qualifications. His/her application must be submitted directly to the President of the College having the vacancy.

IV. Basis 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.

V. Equivalents

Title of Position	Basis	Equivalents
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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 be substituted 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 Subjects 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. Personnel experience in the armed forces
 - i. Travel
 - j. Education beyond the minimum requirement

APPENDIX B
(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	Data Math/ Science	Elec	Data

APPENDIX C

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.

APPENDIX D

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.

**APPENDIX E
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	Same Program Locations				
	GNHSTC	HSTC	NSTC	TVSTC	WSTC
Architectural Technology		X			
Architectural Engineering Technology			X		
Automotive Management Technology	X				
Aviation Maintenance				X	
Biomedical Engineering Technology	X				
Chemical Technology		X			
Chemical Engineering Technology		X	X	X	
Civil Engineering Technology		X	X*	X*	X*
Data Processing Technology	X	X	X	X	X
Electrical Engineering Technology	X	X	X	X	X
Electromechanical Engineering Technology		X			
Fire Technology and Administration	X	X*	X*	X*	X*
Graphic Communications Technology	X				
Industrial Management Technology	X		X*	X	X*
Manufacturing Engineering Technology	X	X	X	X	X
Materials Engineering Technology			X		
Mechanical Engineering Technology	X	X	X	X	X
Nuclear Engineering Technology		X**			
Numerical Control Technology	(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 for State Technical Colleges Federation of Technical College Teachers, Local 1942, AFT, AFL-CIO

Dated: _____

Dated: _____

APPENDIX F
SIDE LETTER
PROMOTIONS

The percentage limits of Professors and Associate Professors at each college are removed so as not to limit or reduce promotional opportunities.

APPENDIX G
SIDE LETTER REGARDING SUBSTITUTE WORK

The parties agree that paid substitution work does not count in the total annual workload calculation.

APPENDIX H
SIDE LETTER ACADEMIC YEAR

During the 1989-1990 work year the professional days referenced in Article 8.1.1 shall be scheduled as follows: three immediately prior to the start of the fall semester and one immediately following the end of the spring semester.

APPENDIX I
SIDE LETTER HOLIDAY COMPENSATION TEACHING FACULTY

The compensation for holidays for teaching faculty is included within the compensation paid said employees pursuant to Article 16.

is expected to be within the limit of one

APPENDIX J
SIDE LETTER EMERGENCY CLOSINGS DURING EXAMS

In the event of an emergency College closing on a scheduled final exam day, the College shall reschedule that cancelled exam day for the Fall semester prior to the beginning of the Spring semester and for the Spring semester prior to commencement.

SIGN-OFF

For the Board of Trustees
Community-Technical
Colleges, by

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

A. Bates Lyons

Dennis J. Bogusky, President

Date: _____

Date: _____