

**COLLECTIVE BARGAINING
AGREEMENT BETWEEN
BOARD OF TRUSTEES FOR COMMUNITY-TECHNICAL COLLEGES
AND
THE FEDERATION OF TECHNICAL
COLLEGE TEACHERS
AMERICAN FEDERATION OF TEACHERS
LOCAL 1942 AFL-CIO**

1990-1993

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE I - RECOGNITION.....	1
ARTICLE II - DEFINITIONS.....	1
ARTICLE III - NON-DISCRIMINATION.....	3
ARTICLE IV - FEDERATION RIGHTS.....	3
4.1 Meetings of the Board.....	3
4.2 Use of Facilities.....	4
ARTICLE V - ACADEMIC FREEDOM AND RESPONSIBILITIES.....	5
ARTICLE VI - CHECKOFF AUTHORIZATION AND MAINTENANCE.....	6
6.1 Checkoff Authorization.....	6
6.2 Checkoff Maintenance.....	6
6.3 Other Deductions.....	6
6.4 Indemnification.....	6
ARTICLE VII - RIGHTS OF THE BOARD OF TRUSTEES.....	7
ARTICLE VIII - PROFESSIONAL WORKING CONDITIONS.....	7
8.1 Work Year.....	7
8.2 Work Days.....	8
8.3 Annual Workload.....	9
8.4 Permanent Referee.....	15
ARTICLE IX - INITIAL APPOINTMENT.....	16
9.1 Relationship of Individual Employment Contract to Collective Bargaining Agreement.....	16
9.2 Information to Applicant upon Acceptance of Position.....	16
ARTICLE X - PERSONNEL RECORDS AND FILES.....	17
10.1 Types of Files for Each Faculty Member.....	17
10.2 Contents of Files for Each Member.....	17
10.3 Rights of Faculty Members Relative to his Personnel, Professional, and Grievance 10.4 Documents Removed from Personnel and/or Professional Files.....	18

ARTICLE XI - EVALUATION.....	20
11.1 - Evaluation Process.....	20
11.2 Faculty Rights Relative to Evaluation.....	20
ARTICLE XII - APPOINTMENTS AND REAPPOINTMENT.....	21
12.1 Types of Appointment.....	21
12.2 Award of Tenure.....	22
12.3 Notice of Nonreappointment.....	24
12.4 Appointment Status.....	24
12.5 Notice of Intent to Discontinue Employment.....	24
ARTICLE XIII - DISCIPLINE AND DISMISSAL.....	25
13.1 Discipline or Dismissal.....	25
13.2 Just Cause.....	25
13.3 Due Process.....	25
ARTICLE XIV - GRIEVANCE PROCEDURE.....	26
14.1 Purpose.....	26
14.2 Definitions.....	26
14.3 Time Limits.....	26
14.4 Representation Rights of the Federation and of Faculty Members.....	27
14.5 Processing of Grievances.....	28
14.6 Administrative Record-keeping of Grievances.....	28
14.7 The Grievance Procedure.....	28
ARTICLE XV - SEPARATION BECAUSE OF INCAPACITY.....	32
ARTICLE XVI - COMPENSATION.....	32
16.4 Longevity.....	36
ARTICLE XVII - INSURANCE AND RETIREMENT PLANS.....	37
17.1 Retirement.....	37
17.2 Individual Retirement Annuities.....	37
17.3 Group Health.....	37
17.4 Professional Development Fund.....	38
ARTICLE XVIII - LEAVES.....	39
18.1 Sabbatical Leave.....	39
18.2 Leave of Absence Without Salary.....	41
18.3 Sick Leave.....	41
18.4 Personal Leave.....	43
18.5 Military Leave.....	43

18.6 Jury Duty and Court Appearances.....	43
18.7 Childbearing, Parental and Family Leave	44
18.8 Miscellaneous Leave Provisions	46
18.9 Professional Leave	46
18.10 Board Appearance	46
18.11 Union Leave.....	46
18.12 Emergency Sick Leave Bank.....	47
ARTICLE XIX - VACATIONS	48
19.1 Entitlement.....	49
19.2 Conditions	49
19.3 Adjustments Upon Termination	50
ARTICLE XX - HOLIDAYS	50
ARTICLE XXI - PROMOTION.....	51
21.1 Eligibility for Promotion.....	51
21.2 Criteria for Promotion.....	51
21.3 Faculty and Advisory Promotions Committee	52
ARTICLE XXII - LAYOFFS	52
22.1 Reduction in Force.....	53
22.2 Methods of Reducing the Workforce	53
ARTICLE XXIII - PAY, BENEFITS, RESPONSIBILITIES, AND UTILIZATION OF PART-TIME FACULTY.....	53
23.1 Definition	57
23.2 Rates of Pay	57
23.3 Fringe Benefits	57
23.4 Professional Responsibilities	57
23.5 Course Privileges	58
23.6 Travel Expenses and Reimbursements.....	58
ARTICLE XXIV - ADDITIONAL TEACHING	58
ARTICLE XXV - PRINTING AND DISTRIBUTION OF AGREEMENT	59
ARTICLE XXVI - SAVING CLAUSE.....	59
ARTICLE XXVII - LEGISLATIVE ACTION	59
ARTICLE XXVIII - EXTENT OF AGREEMENT	60

ARTICLE XXIX - NEGOTIATIONS.....	60
29.1 Matters Subject to Collective Bargaining.....	60
29.2 Negotiations Over Matters Not Covered by the Terms of This Agreement	60
29.3 Successor Negotiations.....	61
ARTICLE XXX - DURATION	61
ARTICLE XXXI - ACADEMIC DEPARTMENTS AND DEPARTMENT CHAIRPERSONS	61
APPENDIX A - Revised Policies and Procedures for Ranking and Promotion of State Technical College Faculty	63
APPENDIX B - Side Letter, Appendix A, Section III.B.....	66
APPENDIX C - Side Letter Division Director	66
APPENDIX D - Side Letter Cope.....	66
APPENDIX E - Side Letter Section 8.3.18 Course Privileges.....	67
APPENDIX F - Side Letter 8.3.5(4)	67
APPENDIX I - Side Letter Holiday Compensation Teaching Faculty	68
APPENDIX J - Side Letter Emergency Closings During Exams	68
APPENDIX K - Grievance Settlement	69
APPENDIX L - Side Letter.....	71
APPENDIX M - Letter of Understanding	72

PREAMBLE

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

ARTICLE I.

RECOGNITION

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

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

ARTICLE II.

DEFINITIONS

BOARD

The term "Board" shall refer to the Board of Trustees for Community-Technical Colleges. Nothing contained herein shall be deemed or interpreted as requiring the delegation of an act which the Board alone may perform under the law of the State of Connecticut. Nothing contained herein shall be deemed or interpreted to provide that an act which the Board may delegate has been or must be delegated by the Board and such delegation may be accomplished solely through a resolution of the Board.

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

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

FEDERATION

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

FACULTY

The term "Faculty" and/or "Faculty Member" includes Librarians and Counselors.

FULL-TIME TEACHING FACULTY MEMBER

A. For a teaching Faculty Member on regular appointment: an individual who is obligated by the terms of his/her appointment to teach 30 contact/credit hours per academic year.

B. For a teaching Faculty Member on special appointment: an individual who is hired to teach 15 contact/credit hours or more in one semester.

PART-TIME FACULTY

The term "Part-Time Faculty" is defined in Article 23.1

CONTACT/CREDIT HOURS

A contact/credit hour shall consist of 50 minutes of laboratory or classroom instruction meeting for each week of the semester.

ARTICLE III.

NON-DISCRIMINATION

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

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

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

3.4. 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 IV.

FEDERATION RIGHTS

4.1. MEETINGS OF THE BOARD

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

4.1.2. For each such regular or special public meeting, a copy of the agenda will be mailed to the President of the Federation at the same time it is mailed to members of the Board. Included with the agenda will be such reports that are related to agenda items, provided that such reports are available for distribution. Reports which are not made available to the Board member in advance, but are handed out at the meeting,

shall be mailed to the President of the Federation. In addition, a copy will be made available to each library by the college president's office, preferably within a day of receipt.

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

4.2. USE OF FACILITIES

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

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

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

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

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

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

ARTICLE V.

ACADEMIC FREEDOM AND RESPONSIBILITIES

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

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

5.2. As members of their community, Faculty Members have the rights and obligations of all citizens. When they speak or write as members of society, they are free from institutional censorship or discipline, but their special position in the community imposes special obligations. As persons of learning they should remember that the public may judge their profession and their college(s) by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate they are not spokespersons for the college(s).

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

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

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

ARTICLE VI.

CHECKOFF AUTHORIZATION AND MAINTENANCE

6.1. CHECKOFF AUTHORIZATION

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

6.2. CHECKOFF MAINTENANCE

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

6.3. OTHER DEDUCTIONS

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

6.4. INDEMNIFICATION

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

ARTICLE VII.

RIGHTS OF THE BOARD OF TRUSTEES

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all the authority, power, rights, jurisdiction, and responsibility of the Board are retained by and reserved exclusively to the Board, including, but not limited to, the right: to determine the mission of the system and the methods and means necessary to fulfill that mission, including the discontinuation of services, positions or programs in whole or in part; to determine the content of job classifications; to establish and enforce standards of efficient performance; to maintain discipline, order and efficiency; to determine educational policy, programs, and courses; to direct employees and to determine their duties and professional assignments; to determine the days and hours of the operation of the colleges; to determine the academic calendar and to schedule work; to determine the quality, quantity, and types of equipment to be used; to determine the composition of committees; to introduce new methods and procedures and facilities; to determine staffing requirements; to determine 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 take all necessary actions to carry out its mission in emergencies; to promulgate rules and regulations, provided that such rules and regulations shall not be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE VIII.

PROFESSIONAL WORKING CONDITIONS

8.1. WORK YEAR

8.1.1. The work year of all teaching Faculty Members shall consist of 168 work days plus attendance at commencement.

The work year shall consist of two semesters (Fall and Spring) each having eighty (80) instructional and exam days and four (4) College Days, for a total of 84 days per semester. Three of said eight (8) College Days shall be scheduled on the three work days immediately preceding the start of classes in the Fall and two of such College Days shall be scheduled on the two work days immediately preceding the start of classes for the Spring semester. All instructional days, exam days and College Days shall be

contiguous (without counting Saturdays, Sundays, holidays and official breaks) and shall be within the work year set forth in Section 8.1.2, below.

8.1.2. The work year for teaching Faculty Members, including commencement, shall be scheduled as follows:

A. Fall Semester: Between the third Monday of August and the day prior to Christmas Eve, inclusive.

B. Spring Semester: Between the third Monday of January and the last day of May (except where a college's traditional day of the week for commencement may require a commencement to be scheduled during early June).

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

8.2. WORK DAYS

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

8.2.1. Teaching Faculty Work Day.

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

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

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

8.2.2. With the agreement of the Department Chairmen/Coordinator and 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).

8.2.3. Should there develop a dispute between the parties concerning the application of Section 8.2 to the schedule of any Teaching Faculty member, such dispute shall be submitted to the Permanent Referee pursuant to the provisions of Section 8.4, below. The decision of the Permanent Referee shall be final.

8.3. ANNUAL WORKLOAD

8.3.1. Teaching Faculty

8.3.1.1. The maximum annual workload for full-time teaching faculty shall be thirty (30) contact/credit hours of instruction (based on an average of fifteen (15) contact/credit hours per week) and related responsibilities and/or Additional Professional Responsibilities.

8.3.1.2. During the life of this Agreement, no teaching Faculty Member shall be assigned more than sixteen (16) contact/credit hours in any one semester.

8.3.2. Librarians and Counselors

8.3.2.1. Librarian I and Counselor I

The regular annual workload for a Librarian I or Counselor I shall be five (5) days per week, which may include Saturday or Sunday, for a period of ten months (August 15 through June 14). Unless otherwise agreed to by the individual concerned, all employees in Counselor I or Librarian I positions must have two consecutive days off in each week, at least one of which must be a Saturday or Sunday. Such employees may be scheduled between the hours of 8:00 a.m. and 10:00 p.m. Monday through Thursday and between the hours of 8:00 a.m. and 6:00 p.m., Friday, Saturday and Sunday.

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

8.3.2.2. Librarian II and Counselor II

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

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

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

8.3.4. Teaching Locations

Bargaining unit members are employed to teach at a single campus. However, the Federation encourages Faculty Members to work cooperatively with the Employer when the academic needs of the Technical College system can most efficiently be met through voluntary acceptance of assignments on more than one campus.

No Faculty Member shall be required to teach at more than one campus or other location without his/her written consent. The Board agrees to pay mileage should the separate locations be more than five (5) miles apart.

Bargaining unit members who teach at more than one campus or other location more than fifteen (15) miles from the home campus shall be paid a salary one thousand dollars (\$1,000) per year higher than the salary they would otherwise receive plus mileage. Should the campus or other location be more than five (5), but fifteen (15) or

fewer miles from the bargaining unit member's home campus, the Board agrees to pay mileage.

8.3.5. Teaching and Related Duties

The teaching and related duties of full-time Teaching Faculty members shall consist of the following:

8.3.5.1. teaching and related preparation of college-approved courses in accordance with approved course descriptions and class schedules;

8.3.5.2. developing course compendia and reading lists, and participating in departmental responsibilities in the selection of textbooks and related teaching resources;

8.3.5.3. maintaining at least three (3) regularly scheduled office hours per week for the purpose of student-faculty contact as it relates to classroom/laboratory instruction;

8.3.5.4. meeting with students for the purpose of academic advisement;

8.3.5.5. maintaining accurate student records;

8.3.5.6. respecting student rights in accordance with the Board's Policy on Student Rights and Discipline;

8.3.5.7. distributing to students during the first week of classes, subject to subsequent modification, with copies to the Vice President/Dean of Instruction, a course compendium that includes information about course objectives, topics with time-frames, reading and attendance requirements, and an indication of evaluative and grading mechanisms to be utilized;

8.3.5.8. within the scope of the Work Year, attending college or system convocations, conferences, commencement, meetings and department meetings;

8.3.5.9. preparing routine reports such as academic deficiency reports or attendance verification reports for veterans' benefits.

8.3.6. Additional Professional Responsibilities

The Employer may provide release from instruction for activities including but not limited to the following:

8.3.6.1. Participating in special college projects, surveys, studies;

8.3.6.2. Developing of new instructional techniques, course offerings or programs, or revisions of courses or programs;

8.3.6.3. Participating in business and industry outreach activities and community activities consistent with the mission of the college;

8.3.6.4. Participating in special retention or recruitment programs;

8.3.6.5. Developing professional development activities generally applicable to the college or system; and

8.3.6.6. Participation in college-wide or departmental committees.

Should there develop any dispute between the parties regarding whether or not release time should be granted for any particular Additional Professional Responsibility or regarding the amount of release time awarded for any of such Responsibilities or regarding whether the assignment is appropriate and consistent with the foregoing, said dispute shall be submitted to the Permanent Referee pursuant to the provisions of Section 8.4 below. The decision of the Permanent Referee shall be final.

8.3.7. Substitute Pay

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

All other substitute work e.g.: (excess of semester load maximum without regard to Commencement, subsequent to the first two weeks of the semester without regard to semester load) may be assigned only after agreement with the individual teaching Faculty Member. Compensation for such substitute work shall commence with the first hour of assignment and shall be paid at the individual teaching Faculty Member's contact/credit hour rate (annual salary divided by 480).

8.3.8. Pay for Additional Teaching

Whenever a teaching Faculty Member voluntarily bids on and is selected to teach a course or courses above the workload he or she is obligated to teach by the terms of his or her appointment, he or she shall be paid at the part-time rate established by the Employer, which rate shall not be less than: (a) for 1990-91, \$37.50 per contact/credit hour per week for General Fund on-campus credit courses; (b) for 1991-92, \$39.00 per contact/credit hour per week for General Fund on-campus credit courses; (c) for 1992-93, \$40.50 per contact/credit hour per week for General Fund on-campus credit courses; (d) for 1990-92, \$36.00 per contact/credit hour per week for Extension Fund on-campus credit courses; (e) for 1992-93, \$40.50 per contact/credit hour per week for Extension Fund on-campus credit courses; and, (f) in accordance with Appendix K hereto, grant- or contract-funded courses, (regardless of the location of where the course is taught or whether said course is for credit or not).

8.3.9. 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 ten dollars (\$10) per credit per student for the course for which exemption or credit is sought, provided that such compensation shall not be less than twenty-three dollars (\$23) per exam per student.

8.3.10. Maintenance and Minor Repair

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

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

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

8.3.13. 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 after consultation with the Department Chairperson. The parties agree that the following factors, among others, are relevant to class size: the nature and goal of the course; student needs, including but not limited to student scheduling needs; the extent of in-class individualized instruction; lecture hall and classroom size and the number of equipped laboratory stations; student safety; and, the needs of the college for efficiency, productivity and academic excellence. When he or she determines that students should be transferred among sections to reasonably equalize the number of students in sections of the same course, the Dean of Instruction shall promptly accomplish such transfers. Whenever practicable, such transfers should be made prior to the end of the second week of classes.

8.3.14. Health And Safety

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

8.3.15. Save Harmless

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

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

8.3.17. New Course Development

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

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

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

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

C. A laboratory and classroom equipment list.

8.3.17.2. The Faculty Member will provide reasonable consulting services to individuals who subsequently teach the course that has been developed. If the Faculty Member leaves the college before the course is taught by another individual, the Faculty Member will make his/her notes available to the department.

8.3.18. Course Privileges.

Subject to space availability and the admissions standards and admissions requirements of the receiving college, a bargaining unit member who has completed six (6) months of full-time service and his/her dependents may take courses without charge at any college within the Connecticut State Community-Technical College system, provided, however, that participation in said course(s) shall not interfere with the employee's employment obligations.

8.3.19. Travel Expenses and Reimbursements.

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

8.4. PERMANENT REFEREE

8.4.1. The parties agree that certain disputes which may arise in the future concerning scheduling and Additional Professional Responsibilities require prompt resolution. Therefore, the parties agree that for the duration of this Agreement, Professor Tim Bornstein shall be their Permanent Referee.

8.4.2. When disputes arise which are to be submitted to the Permanent Referee under the terms of this Agreement, the parties agree to immediately jointly inform the Permanent Referee of such dispute(s). On the earliest date which is available for a Hearing, the parties shall present their evidence to the Permanent Referee. A written position paper may be submitted at the Hearing, but a post-hearing brief shall only be allowed upon a finding by the Permanent Referee of good cause for such a brief, it being the desire of the parties that these disputes be resolved as quickly as practicable. Nothing shall prevent the Permanent Referee from hearing more than one dispute at said

Hearing. The decision of the Permanent Referee shall be final, subject to Conn. Gen. Stat. § 52-418. The parties shall share equally the expenses and fees of the Permanent Referee.

8.4.3. In the event the Permanent Referee named above becomes unable or unwilling to continue to serve as Permanent Referee hereunder, the parties agree to meet promptly to mutually select a replacement Permanent Referee.

ARTICLE IX.

INITIAL APPOINTMENT

9.1. RELATIONSHIP OF INDIVIDUAL EMPLOYMENT CONTRACT TO COLLECTIVE BARGAINING AGREEMENT:

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

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

9.2. INFORMATION TO APPLICANT UPON ACCEPTANCE OF POSITION:

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

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

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

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

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

ARTICLE X.

PERSONNEL RECORDS AND FILES

10.1. TYPES OF FILES FOR EACH FACULTY MEMBER

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

- a. Personnel file - Central Office
- b. Professional file - Campus

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

10.2. CONTENTS OF FILES FOR EACH MEMBER

10.2.1. Personnel File:

- a. Records pertaining to salary increments and change of status;
- b. Records pertaining to leaves of absences, vacations, and personal leave days;
- c. Sickness reports;
- d. Records of payments for insurance, retirement, and similar benefits;

- e. Records of accrued longevity;
- f. General fiscal data;
- g. A copy of each notice of appointment issued to the Faculty Member.

10.2.2. Professional File:

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

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

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

- a. All contents of the personnel and professional file of any Faculty Member and any grievance in the common grievance file filed by such individual shall be accessible on a reasonable basis to such individual, except that medical, psychiatric or psychological data regarding such individual shall be handled in accordance with Section 4-194 of the Connecticut General Statutes.

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

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

d. Upon ratification of this Agreement, no item shall be placed in or removed from the personnel or professional file of any Faculty Member without a copy of such item being furnished to said Faculty Member.

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

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

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

- (1) a filed grievance, a grievance under investigation or in preparation; or
- (2) written charges have been filed by the Board against such Faculty Member.

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

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

10.4. DOCUMENTS REMOVED FROM PERSONNEL AND/OR PROFESSIONAL FILES

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

ARTICLE XI.

EVALUATION

11.1. EVALUATION PROCESS

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

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

Each bargaining unit member shall be evaluated annually. The evaluation shall be conducted openly and, in the case of teaching Faculty, shall include at least one classroom visit per year.

11.2. FACULTY RIGHTS RELATIVE TO EVALUATION

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

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

11.2.3. Any Faculty Member so evaluated may attach his comments to such evaluation in the section on such evaluation form which is reserved for such

purpose, and said Faculty Member may attach additional sheets containing such comments to such evaluation form.

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

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

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

ARTICLE XII.

APPOINTMENTS AND REAPPOINTMENT

12.1. TYPES OF APPOINTMENT

12.1.1. Special Appointment

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

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

12.1.2. Regular Appointment

A "Regular Appointment" is an appointment which creates an expectation of full-time or part-time employment for a period of one academic year. 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 tenure track basis.

12.1.3. Tenured Appointment

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

12.1.4. 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 by the Board only upon the denial of tenure or upon the decision not to reappoint a non-tenured Faculty Member.

12.2. AWARD OF TENURE

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

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

For Faculty Members appointed on or after July 1, 1992, a tenured appointment normally will not be offered until the Faculty Member has completed six (6) years of full-time, tenure track employment with the Board. Tenure may be offered by the Board only to Faculty Members on a full-time regular appointment, provided that service on a special appointment may, in the Board's discretion, be counted toward the six (6) year requirement if such service has been continuous with service on a regular appointment. There shall be no express or implied right to the award of tenure.

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

- a. A college-wide Tenure Committee shall be formed at each college, consisting of four tenured Faculty Members, elected by the Faculty, and two members of the Administration selected by the President. The Tenure Committee may recommend to the President that a tenured appointment be granted, that a tenured appointment not be granted and a regular appointment be issued, or that a tenured appointment not be granted and a terminal appointment be issued.
- b. The President shall make recommendations for award of tenure to the Board. 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, and shall provide said Faculty Member, in writing, with the reason(s) for such action.
- c. In cases where the tenure committee and the President recommended that no tenure be granted to a Faculty Member, the President shall so notify the Faculty Member and no further action shall be taken, a recommendation of no tenure and a regular appointment by the committee and the President is not transmitted to the Board.

d. Tenure is granted by the Board 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.

12.2.3 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.

12.3. NOTICE OF NONREAPPOINTMENT

12.3.1. Special Appointment

Notice of nonreappointment is not required.

12.3.2. Regular Appointment

Written notice not to renew a regular appointment shall be provided by the 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.

12.3.3. Terminal Appointment

Notice of nonreappointment is not required.

12.4. APPOINTMENT STATUS

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

12.5. NOTICE OF INTENT TO DISCONTINUE EMPLOYMENT

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

ARTICLE XIII.

DISCIPLINE AND DISMISSAL

13.1. DISCIPLINE OR DISMISSAL

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

13.2. JUST CAUSE

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

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

13.3. DUE PROCESS

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

ARTICLE XIV.

GRIEVANCE PROCEDURE

14.1. PURPOSE

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

14.2. DEFINITIONS

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

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

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

14.2.4. The term "Dean" shall refer to Deans and Vice-Presidents, but not to Associate Deans.

14.3. TIME LIMITS

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

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

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

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

14.4. REPRESENTATION RIGHTS OF THE FEDERATION AND OF FACULTY MEMBERS

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

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

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

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

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

c. The Federation shall be notified in writing of:

- (1) the filing of such grievance;
- (2) the issue or matter involved;
- (3) the disposition of any such grievance by the Employer representative who rendered such disposition.

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

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

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

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

14.4.5. Any Faculty Member shall have the right to have his steward present at any meeting with any representative of the Employer when he has reason to believe that a disciplinary action will result therefrom.

14.5. PROCESSING OF GRIEVANCES

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

- a. the facts;
- b. the issue;
- c. the date of the alleged violation;
- d. the controlling contract provisions; and
- e. the remedy or relief sought.

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

14.6. ADMINISTRATIVE RECORD-KEEPING OF GRIEVANCES

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

14.7. THE GRIEVANCE PROCEDURE

14.7.1. Step 1. Informal Procedure

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

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

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

14.7.2. Step 2. Formal Procedure

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

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

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

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

14.7.3. Step 3. President Or His 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 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.

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 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 designee, shall meet with the parties and after such meeting shall, not later than ten (10) work days, 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 confidential at the campus where the grievance occurred. Settlements at Step 4 or 5 shall be confidential, 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

14.7.6.1. Filing

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

14.7.6.2. 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 Voluntary Labor Arbitration Rules of the American Arbitration Association then in effect.

14.7.6.3. Submission to Arbitration

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

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

14.7.6.4. Expenses

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

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

14.7.6.5. Authority of Arbitrator

The Arbitrator's decision, subject to Connecticut General Statutes § 52-418, shall be final and binding provided that said arbitrator shall be without power to add to, subtract from, alter, amend, or modify any provision of this Agreement.

ARTICLE XV.

SEPARATION BECAUSE OF INCAPACITY

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

ARTICLE XVI.

COMPENSATION

16.1. Retroactive to July 13, 1990, for twelve-month employees and July 27, 1990, for ten-month employees, the salary ranges shall be as follows:

	Minimum	Maximum
Librarian I	\$27,990	\$37,972
Instructor	\$29,967	\$40,821
Librarian II	\$33,588	\$45,567
Assistant	\$35,118	\$45,740
Counselor I	\$35,142	\$43,817
Associate	\$40,949	\$53,996
Counselor II	\$42,780	\$57,798
Professor	\$46,774	\$59,924

16.1.1. 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 a \$2,000 adjustment to their base salary retroactive to July 13, 1990, for twelve-month employees and July 27, 1990, for

ten-month employees, provided that no base salary shall be set above the relevant maximum amount set forth in Section 16.1 above. Each Faculty Member who is at the maximum salary for his or her rank prior to July 1, 1990, or who reaches the maximum salary for his or her rank before the full adjustment provided for in this Section shall receive, on or about July 23, 1992, a non-recurring lump sum payment equal to \$2,000 minus the amount which was added to his or her salary retroactive to July 13 or July 27, 1990, pursuant to this Section.

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).

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

12 - whole years of experience in the system

x + current biweekly salary = new biweekly salary

16.1.4. All bargaining unit members shall receive across the board increases in accordance with Section 16.1.2 and 16.1.3 above up to the maximum salary of the position except that in 1990-91 no member shall receive a combination across the board increase in Section 16.1.2 and 16.1.3 which exceeds 6.5% 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 or their salary shall be increased by \$2,500 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 \$2,500. Said promotion shall be added to the individual's base salary up to the rank maximum.

16.2. Retroactive to July 11, 1991, for twelve-month employees and July 25, 1991, for ten-month employees, the salary ranges shall be as follows:

	Minimum	Maximum
Librarian I	\$29,250	\$38,826
Instructor	\$31,316	\$41,739
Librarian II	\$35,099	\$46,592
Assistant	\$36,698	\$46,769
Counselor I	\$36,723	\$44,803
Associate	\$42,791	\$55,211
Counselor II	\$44,705	\$59,098
Professor	\$48,879	\$61,272

16.2.1. 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 \$1,660 adjustment to their base salary retroactive to July 12, 1991, for twelve-month employees and July 25, 1991, for ten-month employees, provided that no base salary shall be set above the relevant maximum amount set forth in Section 16.2 above. Each Faculty Member who is at the maximum salary for his or her rank prior to July 1, 1991, or who reaches the maximum salary for his or her rank before the full adjustment provided for in this Section shall receive, on or about July 23, 1992, a non-recurring lump sum payment equal to \$1,660 minus the amount which was added to his or her salary retroactive to July 11 or July 25, 1991, pursuant to this Section.

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).

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

12 - whole years of experience in the system

x + current biweekly salary = new biweekly salary

16.2.4. All bargaining unit members shall receive across the board increases in accordance with Sections 16.2.2 and 16.2.3 above up to the maximum salary of the position except that in 1991-92 no member shall receive a combination across the board increase in Section 16.2.2 and 16.2.3 which exceeds 5.7% 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 or their salary 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. Effective July 9, 1992, for twelve-month employees and July 23, 1992, for ten-month employees, the salary ranges shall be as follows:

	Minimum	Maximum
Librarian I	\$30,420	\$39,603
Instructor	\$32,568	\$42,574
Librarian II	\$36,503	\$47,524
Assistant	\$38,166	\$47,705
Counselor I	\$38,192	\$45,699
Associate	\$44,503	\$56,315
Counselor II	\$45,494	\$60,280
Professor	\$50,835	\$62,498

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

16.3.2. Unit members shall receive a \$1,500 adjustment to their base salary on July 10, 1992, for twelve-month employees and July 24, 1992, for ten-month employees, provided that no base salary shall be set above the relevant maximum amount set forth in Section 16.3 above. Each Faculty Member who is at the maximum salary for his or her rank before the full adjustment provided for in this Section, shall receive, on or about December 15, 1992, a non-recurring lump sum payment equal to \$1,500 minus the amount which was added to his or her salary on July 9 or July 23, 1992, pursuant to this Section.

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

(Maximum rank biweekly salary - current biweekly salary).

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

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

16.3.4. All bargaining unit members shall receive across the board increases in accordance with Section 16.3.2 and 16.3.3 above up to the maximum salary of the position except that in 1992-93 no member shall receive a combination across the board increase in Section 16.3.2 and 16.3.3 which exceeds 5.35% of the individual's base salary for the prior year.

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

16.3.6. 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.

16.4. LONGEVITY

Effective October 1990 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:

16.4.1. 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.

16.4.2. 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.

16.4.3. All other rules for calculating and distributing longevity, as described in Section 5-213 of the General Statutes shall continue to apply.

16.5. Faculty Members who serve in the following positions shall be paid as follows:

	1990-91	1991-92	1992-93
Athletic Director (Annual)	\$3,768	\$4,032	\$4,314
Athletic Coordinator (Annual)	2,354	2,519	2,695
Coach (Major Sports) (season)	2,943	3,149	3,369
Assistant Coach (season)	2,118	2,266	2,425
Coach (Minor Sports) (season)	1,175	1,257	1,345

ARTICLE XVII.

INSURANCE AND RETIREMENT PLANS

17.1. RETIREMENT

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

17.2. INDIVIDUAL RETIREMENT ANNUITIES

Benefits shall be made available on a voluntary basis to eligible Faculty Members as provided in Section 5-264 of the Connecticut General Statutes as amended, whereby under certain conditions the Board may enter into an agreement involving purchase of an individual retirement annuity contract that will qualify for income tax benefits.

17.3. GROUP HEALTH

For the duration of this Agreement, the State shall continue in force the health insurance coverage in effect 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. PROFESSIONAL DEVELOPMENT FUND

17.4.1. The employer shall allocate \$180,000 on July 1, 1990, \$190,000 on July 1, 1991, and \$200,000 on July 1, 1992 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 C.G.S. 5-257. Participation in the Group Life Insurance plan shall include all classes of coverage indicated in C.G.S. 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.

After the June, 1992, surplus distribution, if any, the employer shall distribute the July 1, 1992 reserve fund allocation as follows:

17.4.1.1. Effective July 10, 1992, there shall be added to the base salary of each full time bargaining unit member who was on the payroll on February 1, 1992, and who remains on the payroll on July 10, 1992, an equal share of the July 1st allocation; provided, however, that no addition to an employee's base salary shall increase that employee's salary above the maximum of his or her rank. In cases where an employee's full share cannot be added to his or her base because that employee's base is at or reaches the maximum of the rank, the remainder of the employee's share shall be paid to the employee as a one-time-only lump sum payment.

17.4.1.2. The parties shall meet to audit the final distribution of surplus (June 1992) and the base salary increases prior to 10/1/92. Any disputes shall be referred to the permanent referee referred to in Section 8.4, above, whose decision shall be final.

17.4.1.3. After the July 9, 1992, distribution the reserve fund will cease to exist.

17.4.2. Commencing July 1, 1992, for each year of the Agreement the employer shall allocate to a faculty professional development fund \$28,650. Administration of the faculty professional development fund shall be as follows:

17.4.2.1. A Professional Development Committee of four (4) members, two designated by the federation, two by the employer shall meet on a quarterly basis to conduct the business of the fund.

17.4.2.2.

The establishment of this fund is to supplement the already on going professional development activities.

17.4.2.3.

The intent of this fund is to encourage bargaining unit members to pursue endeavors that enhance their individual professional backgrounds.

17.4.2.4.

Any surplus arising from this fund shall not lapse.

17.5. In addition to the Group Life Insurance coverage available in Section 17.4 above, pursuant to Conn. Gen. Stat. § 5-257(c) optional Group Life Insurance up to a maximum of Fifty Thousand Dollars (\$50,000) shall be made available to all bargaining unit members, provided the members shall pay the full cost of the premiums.

ARTICLE XVIII.

LEAVES

18.1. SABBATICAL LEAVE

18.1.1. 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 of any sabbatical 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. 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 may be granted after one year of service and a Family Leave, as defined in Section 18.7.2, below, shall be granted after six months of service. The terms and conditions of such leave of absence shall be agreed upon by the college President and Faculty Member concerned. The Faculty Member may be represented by the Federation. Such agreement shall be subject to the approval of the Board and shall be in writing.

18.3. SICK LEAVE

18.3.1. Entitlement and Conditions

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

18.3.1.5. 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 (1/4) of his/her daily salary for each day of sick leave standing to his/her credit as of his/her last day on the active payrolls, up to a maximum of an equivalent of sixty (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 (1/4) of the deceased employee's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent of sixty (60) days' pay.

Compensation for twelve (12) month employees equals (annual salary/261) times the number of days accrued (to a maximum of 240) times .25.

Compensation for ten (10) month employees equals (annual salary/217) times number of days accrued (to a maximum of 240) times .25.

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. 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 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.

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 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, any sums of money received in compensation for such duty or attendance as a witness, and a statement from the Court Clerk indicating the dates and hours of actual juror service.

18.7. CHILDBEARING, PARENTAL AND FAMILY LEAVE

18.7.1. Childbearing Leave

18.7.1.1. Entitlement

- a. Childbearing disabilities shall be treated like any other temporary disability and earned sick leave shall be utilized for childbearing disabilities under the same terms and conditions as normally apply to the use of sick leave. At the option of the Faculty Member concerned, vacation leave or portions thereof may be utilized for childbearing disabilities.
- b. "Childbearing Disabilities" are defined as disabilities caused or contributed to by pregnancy, abortion, miscarriage, childbirth and recovery therefrom.
- c. After all leave, including sick leave, vacation and personal leave is exhausted, the Faculty member shall be eligible for a Leave of Absence Without Salary, pursuant to Section 18.2, above, and/or a Leave With Pay from the Emergency Sick Leave Bank, pursuant to Section 18.12, below; provided, however, that the total Leave of Absence Without Salary and Leave With Pay from the Emergency Sick Leave Bank shall not exceed twenty-seven months.

18.7.1.2. Reinstatement

- a. At the conclusion of the childbearing disability, the Faculty Member shall be restored, subject to any provisions on staff reductions, to the same rank, with the same salary and fringe benefits which she had attained at the time such leave was granted, plus the appropriate increase in salary accorded to persons of that rank and any and all improvements in fringe benefits established through negotiations between the Federation and the Board during the period of such leave.
- b. For up to twelve (12) months from the beginning of maternity leave, part-time return to service may be arranged by mutual agreement between the Faculty Member concerned and the President of the college.
- c. No leave shall extend beyond, and the provisions for reinstatement shall not apply beyond, the termination date of the appointment unless the Employer agrees to such extension.

18.7.2. Parental Leave

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

- a. the purpose of rearing a child under the age of nine months for whom the Faculty Member has legal responsibility; or
- b. the prenatal and postnatal care of a wife.

18.7.3. Family Leave

Family Leave shall be granted for a period not to exceed a maximum of fifty-two (52) weeks in any two-year period upon the birth or adoption of a child by an employee or twenty-four (24) weeks in a two-year period upon the serious illness of a child, spouse, or parent of an employee; provided, however, that the Employer may, at its discretion, grant an employee up to a maximum of twenty-eight (28) additional weeks of unpaid leave upon the illness of a child, spouse, or parent of the employee. Serious illness means any illness, injury, impairment or physical or mental condition that involves (1) inpatient care in a hospital, hospice or residential care facility or (2) continuing treatment or continuing supervision by a healthcare provider. Family Leave shall be without pay or benefits provided, however, that health insurance benefits required to be continued at state expense pursuant to C.G.S. § 5-248(e) shall continue for up to twenty-six (26) weeks during the pendency of such leave. If the employee desires any other insurance to be continued, the employee shall so notify the Employer and shall contribute that portion of the premium the employee would have been required to contribute had the employee not taken the leave. Upon the expiration of the leave of absence the employee shall be entitled to all accumulated seniority, retirement, fringe benefits and other service credits which the employee had at the commencement of such leave.

18.8. MISCELLANEOUS LEAVE PROVISIONS

18.8.1. Emergency College Closing

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

18.8.2. Leave Privileges for Transferred Staff Members

Subject to the limits of the 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.

18.9.2. Upon request to the President and approval of the Board, 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 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 one-half (.5) of a full-time equivalent Faculty Member's work load per semester for the system and one-half (.5) of a full-time equivalent Faculty Member's work load per semester for the President of Local 1942 for:

- a. Investigating and processing grievances
- b. Meeting with the Board/Administration or its representatives to discuss implementation of its Agreement; and
- 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 released time shall be assigned on a term basis by the Federation, subject to the following:

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

c. Released time shall be utilized in a manner which is least disruptive of the Faculty Member's professional responsibilities and the college operations;

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

18.11.3. Attendance at Conventions

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

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

18.12. EMERGENCY SICK LEAVE BANK

18.12.1. Effective each year of the Agreement between December 1 to December 31, employees may elect to contribute three (3) days from accrued sick leave to a sick leave bank. Application forms must be received in the 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. Membership in the bank.
- b. Exhaustion of all sick leave, personal, or vacation leave, and any other compensatory time due.
- c. The illness or injury is not covered by workmen's compensation and/or such benefit has been exhausted.
- d. An acceptable medical certificate supporting the absence is on file.
- e. The bank is not depleted.

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

guidelines outlined 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.

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

ARTICLE XIX.

VACATIONS

19.1. ENTITLEMENT

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

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

19.1.3. Upon leaving state service, a full-time non-instructional bargaining unit member shall receive a lump sum payment for accrued, but unused, vacation time provided that any such member who has been notified of the termination of his/her appointment shall use all accrued vacation time prior to the expiration of his/her

final appointment year, unless other arrangements are specifically authorized in writing, which authorization shall not be unreasonably withheld.

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

19.2. CONDITIONS

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

19.2.2. Said twelve-month member shall be expected to take a minimum of three (3) weeks vacation each year, provided that in extenuating circumstances, vacation days may be carried over into a new appointment year with the written approval of the President of the college, which approval shall not be unreasonably withheld, but may not be accumulated to a total of more than one-hundred and twenty (120) days. Said members who work less than twelve months shall be expected to take a minimum of 12 days vacation each year, provided that in extenuating circumstances vacation days may be carried over into a new appointment year with the written approval of the President of the college, which approval shall not be unreasonably withheld, but may not be accumulated to a total of more than one-hundred twenty (120) days.

19.3. ADJUSTMENTS UPON TERMINATION

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

ARTICLE XX

HOLIDAYS

20.1. 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 or ten-month non-teaching bargaining unit 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 XXI

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 (the "F.A.P.C.") for compliance with minimum, objective qualifications which shall be published by the Board or its designee and 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 qualification 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. In exceptional circumstances, after consultation with the F.A.P.C., the President may recommend a waiver of qualifications to the Board. 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 with 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 determined by the Board or its designee and 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. Subsequent to such discussions and prior to submitting his/her recommendations to the Board, the President shall notify the F.A.P.C. of his/her recommendations.

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 at the June meeting.

ARTICLE XXII

LAYOFFS

22.1. REDUCTION IN FORCE

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

22.2. METHODS OF REDUCING THE WORKFORCE

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

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

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

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

22.2.3.1. The Employer may lay off on a 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 be considered a department.

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

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

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

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

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

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

d. all other less senior members assigned to other departments at other colleges, starting with the least senior.

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

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

b. The Employer shall inform the candidate of its decision regarding the candidate's qualification to teach and/or perform the job duties of a position in a different department within a reasonable period of time after the filing of the form, said time generally to be within sixty (60) days after the filing of a form upon a grant of tenure or sixty (60) days after the close of the annual window period.

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

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

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

22.2.3.6. Seniority shall be defined as current, continuous service measuring from the Employee's most recent date of appointment or

most recent date of hire to a bargaining unit position. Part-time bargaining unit employees shall accrue seniority without regard to the number of hours worked. Within sixty (60) days after the effective date of this Agreement, the Employer shall provide the Federation with a seniority list of bargaining unit employees.

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

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

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

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

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

ARTICLE XXIII.

PAY, BENEFITS, RESPONSIBILITIES, AND UTILIZATION OF PART-TIME FACULTY

23.1. DEFINITION

A part-time teaching Faculty Member on special appointment is defined as an employee who is hired to teach at least 7.5 contact/credit hours but less than 15 contact/credit hours in any one semester. A part-time teaching Faculty Member on a regular appointment is defined as an employee obligated by the terms of his or her appointment to teach more than 15 but less than 30 contact/credit hours per academic year.

23.2. RATES OF PAY

Part-time unit members who teach 7.5 contact/credit hours or more but less than 11 contact/credit hours in a semester shall be paid at the credit hour rate established in Section 8.3.8, above. Part-time unit members who teach 11 contact/credit hours or more but less than a full load shall be paid at the credit hour rate determined by dividing the minimum salary of their rank by 480.

23.3. FRINGE BENEFITS

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

23.3.2. Personal Leave. The eligibility of part-time unit employees for personal leave shall be determined in accordance with Conn. Gen. Stat. § 5-520 and pertinent regulations as they exist now or may be amended.

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

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

23.5. COURSE PRIVILEGES

Subject to space availability and the admissions standards and admissions requirements of the receiving college, a bargaining unit member who has completed six (6) months of full-time service and his/her dependents may take courses without charge at any college within the Connecticut State Community-Technical College system, provided, however, that participation in said course(s) shall not interfere with the employee's employment obligations.

23.6. TRAVEL EXPENSES AND REIMBURSEMENTS

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

ARTICLE XXIV.

ADDITIONAL TEACHING

Unit employees shall be notified of, and, should they apply, shall be considered for teaching opportunities beyond the amount they are obligated to teach by the terms of their appointments. As soon as practicable unit employees who have so applied shall be notified whether they have been selected. It is understood that no employment or pay obligation will arise if, after such selection, the class does not form.

ARTICLE XXV.

PRINTING AND DISTRIBUTION OF AGREEMENT

The Board and the Federation shall agree on galley and final "page" 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 XXVI.

SAVING CLAUSE

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

ARTICLE XXVII.

LEGISLATIVE ACTION

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

ARTICLE XXVIII.

EXTENT OF AGREEMENT

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

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

NEGOTIATIONS

29.1. MATTERS SUBJECT TO COLLECTIVE BARGAINING

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

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

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

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

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

29.3. SUCCESSOR NEGOTIATIONS

Not later than December 1, 1992, the Board and the Federation shall begin negotiations for a successor agreement to be effective July 1, 1993.

The foregoing shall not constitute a bar to any negotiation required by law resulting from the implementation of Section 5-200c of the General Statutes, provided that salary adjustments, if any, shall be prospective only and shall commence with the fiscal year next after legislative approval of any agreement reached by the parties.

ARTICLE XXX.

DURATION

Except as specifically provided otherwise, this Agreement shall be effective July 1, 1990, and shall continue in full force and effect through June 30, 1993.

ARTICLE XXXI.

ACADEMIC DEPARTMENTS AND DEPARTMENT CHAIRPERSONS

31.1. During the 1990-91 and 1991-92 academic years, Department Chairpersons shall be compensated as follows:

Category	Department Size (FTE)	Reduced Load for Department Chairperson
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 Semester FTE & Spring Semester FTE) divided by 2 = annualized FTE.

31.2. During the 1992-93 academic year, Department Chairpersons shall be compensated as follows:

Category	Department Size (FTE)	Reduced Load for Department Chairpersons	Annual Compensation
I	2.1 - 5.0	1	\$4,250
II	5.1 - 8.0	2	\$5,450
III	8.1 - 11.0	3	\$6,575
IV	11.1 +	4	\$7,750

Annual Department Chairperson compensation shall be paid on the same schedule and in the same fashion as base salary.

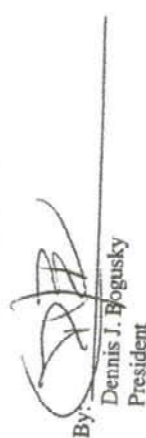
31.3. The teaching schedule of Department Chairpersons shall be structured consistent with Article 8 to enable the Department Chairperson to advise students and facilitate departmental activities.

SIGNATURES OF THE PARTIES TO THIS AGREEMENT

BOARD OF TRUSTEES OF
COMMUNITY-TECHNICAL COLLEGES

FEDERATION OF TECHNICAL
COLLEGE TEACHERS

By: 
Andrew C. McKirdy
Executive Director

By: 
Dennis J. Bogusky
President

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

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

A. Teaching Effectiveness

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

B. Scholarship and Professional Growth

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

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

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

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 a Faculty Advisory Promotions Committee.
- C. The Faculty Advisory Promotions 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 submit to the President of the college an application for promotion, on a form which the Board will make available, with supporting documentation.

APPENDIX B

SIDE LETTER

Appendix A, Section III.B

In connection with Appendix A, Section III.B., the parties agree that said language shall not be interpreted as requiring the Technical Colleges to alter their current systems of selecting FAPC members (e.g., said language shall not be construed to require WSTC to amend its three-year election system for the selection of FAPC members).

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 occur during the window period.

APPENDIX E

SIDE LETTER

SECTION 8.3.18: COURSE PRIVILEGES

The Federation of Technical College Teachers and the Board of Trustees agree that the waiver of fees required by Section 8.3.18 of the Collective Bargaining Agreement between the Federation and the Board refers to the student activity fee. The fee does not extend to the College Services Fee imposed on members of the regular body or the general public who take these courses or to such special fees as may be applicable.

APPENDIX F

SIDE LETTER: 8.3.5(4)

The parties recognize that there are on-going efforts to provide increased involvement of faculty in the advisement of students to increase opportunities for student success. Accordingly, where either party identifies problems with the implementing of section 8.3.5(4), it may refer the matter to the Permanent Arbitrator.

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.

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 canceled exam day for the Fall semester prior to the beginning of the Spring semester and for the Spring semester prior to commencement.

APPENDIX K

GRIEVANCE SETTLEMENT

Whereas the Board of Trustees of Community-Technical Colleges (the "Board") and the Federation of Technical College Teachers (the "Federation") (collectively, the "Parties") desire to resolve Grievance Number 90-8, the Parties hereby agree as follows:

1. The parties agree that from the date hereof through the end of the fall semester of the 1992-93 academic year, whenever a Teaching Faculty member voluntarily accepts an offer of employment to teach a grant- or contract-funded course (regardless of the location of where the course is taught or whether said course is for credit or not), he or she shall be compensated at market driven rates, as determined by the Employer and the individual bargaining unit member. Said rates shall not be subject to the grievance and/or arbitration provisions of the Parties' collective bargaining agreement. For these purposes, a "grant- or contract-funded course" shall be defined as any course whose funding derives from a grant from a contract with any public sector or private entity (for example, a contract with Pratt & Whitney or a grant from the Connecticut Department of Labor).

2. On or about the last day of each calendar quarter (commencing March 31, 1992), the Board shall provide the Federation with a copy of all contracts or grants which have been entered into since the date hereof or since the last report, as applicable, and a list of all teaching Faculty Members who are performing work under those contracts or grants. This list shall contain the Faculty Member's name and the name and location of each course taught and its rate of pay.

3. On December 5, 1991, the Parties shall meet to attempt to settle the cases listed below. Any case not settled, except cases in which the Federation is claiming damages of \$4,000 or more and the two SBLR cases, shall be submitted to expedited private arbitration, utilizing the AAA's expedited arbitration rules. Only one case shall be heard by each arbitrator. Cases which are not settled and which involve a claim by the Federation for damages of \$4,000 or more shall be arbitrated under the normal arbitration procedures set forth in the Parties' collective bargaining agreement. If the SBLR cases are not settled, they shall remain before the SBLR for decision:

- a. SBLR Case No. SPP-12,154
- b. SBLR Case No. SDR-12,828
- c. Grievance No. 90-16
- d. Grievance No. 90-20
- e. Grievance No. 90-23

- f. Grievance No. 91-5
- g. Milner and Adams Grievance (TVSTC)

4. Upon ninety (90) days written notice given prior to the end of the fall semester of the 1992-93 academic year or any time thereafter, either party may reopen negotiations upon the subject(s) covered in paragraph 1. above. Negotiations shall open within ten (10) days of receipt of said notice by the other Party. If the Parties do not reach agreement within thirty (30) days after the commencement of negotiations, they shall promptly submit the dispute to binding interest arbitration.

5. The Parties agree to withdraw all proposals regarding the subject matter of Paragraph 1, above, from the Parties' current negotiations.

6. This grievance settlement is not intended to nor shall it be deemed to comprise a waiver of the Parties' positions regarding the applicability of the Parties' current collective bargaining agreement to part-time rates.

BOARD OF TRUSTEES OF
COMMUNITY-TECHNICAL COLLEGES

FEDERATION OF TECHNICAL
COLLEGE TEACHERS

By: _____ By: _____

Date: _____ Date: _____

APPENDIX L
SIDE LETTER

December 12, 1990

James C. Ferguson, Esq.
Ferguson and Doyle
13 Wilbur Cross Parkway
Meriden, Connecticut 06037

Dennis J. Bogusky
President
Federation of Technical College
Teachers, Local 1942, AFL-CIO
1300 Wilbur Cross Parkway
Meriden, Connecticut 06037

Re: Development of Evaluation Process

Dear Jim and Dennis:

This letter confirms the Board's commitment to provide the Federation with an opportunity to contribute to the development of the evaluation process described in Article 11. It is presently contemplated that the Board Office, which may include members of management, will develop an initial draft proposal. The Federation will be provided with a copy of this draft at the same time as the draft is circulated for comment to the management as a whole.

Sincerely,

Jackson W. Foley, Jr.

APPENDIX M
LETTER OF UNDERSTANDING

Regarding Section 8.2 of this Agreement, the parties recognize that the term of this Agreement will comprise a transition between the hours of work of teaching Faculty Members which existed under their predecessor agreement and those provided for under their 1990-93 collective bargaining agreement (the "Agreement"). They further recognize that the educationally sound use of the time of such Faculty Members should be paramount. In that context, however, prior to assigning teaching Faculty Members to teaching schedules the Board will endeavor to determine if there exist volunteers to teach courses to be offered later than 6:00 p.m. If any Teaching Faculty member will be required to be on campus later than 6:00 p.m. on more than two evenings in any given semester, the Employer shall endeavor to provide said teaching Faculty Member with a four-day schedule of classes.

49921.DOC 09/17/93