

1997-2001

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

AND

THE BOARD OF TRUSTEES OF
COMMUNITY-TECHNICAL COLLEGES

BETWEEN

**COLLECTIVE BARGAINING
AGREEMENT**

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

The 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.

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

RECOGNITION

ARTICLE I.

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.*

PREAMBLE

A. For a teaching Faculty Member on regular appointment: an individual who is obligated by the terms of his/her appointment to teach 24

FULL-TIME TEACHING FACULTY MEMBER

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

FACULTY

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

FEDERATION

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.

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

BOARD

DEFINITIONS

ARTICLE II.

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

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.

3.2. The Board and the Federation shall continue their policy of not discriminating against any member of the bargaining unit on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, marital status, political affiliation, or present or past history of mental disorder, mental retardation, learning disability or physical disability as provided by Connecticut and Federal law. Further, the Board and the Federation shall continue their policy of complying with Connecticut law regarding the employment of job applicants who have criminal conviction records.

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.

NON-DISCRIMINATION

ARTICLE III.

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

CONTACT/CREDIT HOURS

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

PART-TIME FACULTY

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

contact/credit hours and perform teaching-related and additional responsibilities each academic year.

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

4.2. USE OF FACILITIES

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

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

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

4.1. MEETINGS OF THE BOARD

FEDERATION RIGHTS

ARTICLE IV.

mater 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.

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.

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

ACADEMIC FREEDOM AND RESPONSIBILITIES

ARTICLE V.

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.

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

4.2.4. 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.

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

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.

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.

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

6.2. CHECKOFF MAINTENANCE

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.

6.1. CHECKOFF AUTHORIZATION

CHECKOFF AUTHORIZATION AND MAINTENANCE

ARTICLE VI.

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.

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

5.3. 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).

5.2. 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).

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

RIGHTS OF THE BOARD OF TRUSTEES

ARTICLE VII.

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.

6.4. INDEMNIFICATION

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

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.

6.3. OTHER DEDUCTIONS

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.

Faculty who volunteer and work on registration days scheduled outside of the work year referred to in 8.1.1 of the agreement shall have the day(s) credited to their College Day obligation.

The work year shall consist of two semesters (Fall and Spring), each having up to eighty (80) instructional/exam days. In addition, up to eight (8) College Days may be scheduled within the work year set forth in Section 8.1.1.1 below.

The work year of all teaching Faculty Members shall consist of up to 168 workdays plus attendance at commencement. Commencement may be scheduled on any day of the week (Monday through Sunday); provided, however, attendance at any commencement scheduled after June 1st shall not be mandatory.

8.1.1. Teaching Faculty Work Year

8.1. WORK YEAR

PROFESSIONAL WORKING CONDITIONS

ARTICLE VIII.

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.

8.2.2.1 No teaching Faculty Member shall be scheduled in any day for a period in excess of eight (8) clock hours. For example, a

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 8:00a.m. and 4:30p.m. on Friday subject to the following limitations.

8.2.2. Teaching Faculty Work Hours.

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 Days.

8.2. WORK DAYS

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.

8.1.2. Class Schedules

- a) Fall Semester: Between the fourth Monday in August and the day prior to Christmas Eve, inclusive.
- b) Spring Semester: Between the third Monday of January and June 1st, inclusive.

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

8.3.2.1.1. The regular annual workload for the position of Librarian (12-month) and Counselor (12-month) shall be five days per

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

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

8.3.2. Librarians and Counselors

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

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

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

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

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

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

8.3.4. Teaching Locations

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

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

Monday through Thursday and between the hours of 8:00 a.m. and 6:00 p.m. Friday, Saturday and Sunday.
 employees hired on or after July 1, 1992. Unless otherwise agreed to by the individual concerned, all employees in Librarian (12-month) and Counselor (12-month) positions hired on or after July 1, 1992 must have two consecutive days off in each week, at least one of which must be Saturday or Sunday. Librarians 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.

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 (\$1,000.00) 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

8.3.5.1. All Teaching Faculty members shall:

- (a) within the work load limitations of Section 8.3.1. of this Article, perform such other duties as the President may assign, provided that such duties shall be consistent with the mission of the college;
- (b) serve on college and division/department committees, if chosen;
- (c) attend and participate in commencement ceremonies, unless excused by the President, wearing academic garb when required;
- (d) attend and participate in college convocations, conferences, and meetings, and divisional/departmental meetings during the work year;
- (e) prepare and teach college-approved courses in accordance with approved course descriptions and class schedules, including developing syllabi and reading lists and keeping each course taught complete and up to date;
- (f) respond to and work with multiple constituencies, including students, peers (faculty and staff), and external agencies (business, community, educational, etc.);
- (g) possess strong information literacy skills, including the ability to word process and to use spreadsheets, presentation ware, e-mail, CD-ROM, compressed video, the Internet, the World Wide Web, and other distance communication modalities; demonstrate the ability to evaluate, synthesize, and make decisions from data;

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

8.3.6. Additional Responsibilities/Teaching.

- (p) during the second week of classes, submit to the supervising dean a schedule confirming the number, hours and location of each assigned course together with the location and time of office hours and other regularly scheduled professional responsibilities.
- (q) prepare routine reports such as veterans' attendance records or academic deficiency reports;
- (r) attend system-wide convocations, conferences and meetings during the work year;
- (s) attend system-wide convocations, conferences and meetings during the work year;
- (t) prepare routine reports such as veterans' attendance records or academic deficiency reports;
- (u) during the second week of classes, submit to the supervising dean a schedule confirming the number, hours and location of each assigned course together with the location and time of office hours and other regularly scheduled professional responsibilities.
- (v) during the second week of classes, submit to the supervising dean a schedule confirming the number, hours and location of each assigned course together with the location and time of office hours and other regularly scheduled professional responsibilities.
- (w) during the second week of classes, submit to the supervising dean a schedule confirming the number, hours and location of each assigned course together with the location and time of office hours and other regularly scheduled professional responsibilities.
- (x) during the second week of classes, submit to the supervising dean a schedule confirming the number, hours and location of each assigned course together with the location and time of office hours and other regularly scheduled professional responsibilities.
- (y) during the second week of classes, submit to the supervising dean a schedule confirming the number, hours and location of each assigned course together with the location and time of office hours and other regularly scheduled professional responsibilities.
- (z) during the second week of classes, submit to the supervising dean a schedule confirming the number, hours and location of each assigned course together with the location and time of office hours and other regularly scheduled professional responsibilities.
- (aa) during the second week of classes, submit to the supervising dean a schedule confirming the number, hours and location of each assigned course together with the location and time of office hours and other regularly scheduled professional responsibilities.
- (ab) during the second week of classes, submit to the supervising dean a schedule confirming the number, hours and location of each assigned course together with the location and time of office hours and other regularly scheduled professional responsibilities.
- (ac) during the second week of classes, submit to the supervising dean a schedule confirming the number, hours and location of each assigned course together with the location and time of office hours and other regularly scheduled professional responsibilities.
- (ad) during the second week of classes, submit to the supervising dean a schedule confirming the number, hours and location of each assigned course together with the location and time of office hours and other regularly scheduled professional responsibilities.
- (ae) during the second week of classes, submit to the supervising dean a schedule confirming the number, hours and location of each assigned course together with the location and time of office hours and other regularly scheduled professional responsibilities.
- (af) during the second week of classes, submit to the supervising dean a schedule confirming the number, hours and location of each assigned course together with the location and time of office hours and other regularly scheduled professional responsibilities.
- (ag) during the second week of classes, submit to the supervising dean a schedule confirming the number, hours and location of each assigned course together with the location and time of office hours and other regularly scheduled professional responsibilities.
- (ah) perform divisional or departmental responsibilities in the selection of texts and related teaching resources;
- (ai) maintain a minimum of three (3) regularly scheduled office hours per week, scheduled in time blocks of no less than one-half hour periods, or an equivalent assignment designated by the employer, for the purpose of student-faculty contact as it relates to classroom instruction;
- (aj) engage in academic and career-oriented advising of students;
- (ak) maintain contact with one's academic discipline(s) or areas of assigned responsibility, the development of knowledge in one's field of specialization, and the teaching/learning process; in connection with career-oriented programs, this also involves working with program advisory committees;
- (al) maintain accurate student records;
- (am) distribute to students during the first week of classes, subject to subsequent modification, with copies to the supervising dean, a course outline or overview, information as to course objectives, topics and assigned time-frames, reading and attendance requirements, and an indication of evaluative and grading mechanisms to be utilized;
- (an) attend system-wide convocations, conferences and meetings during the work year;
- (ao) prepare routine reports such as veterans' attendance records or academic deficiency reports;
- (ap) during the second week of classes, submit to the supervising dean a schedule confirming the number, hours and location of each assigned course together with the location and time of office hours and other regularly scheduled professional responsibilities.

(l) working with community agencies and similar organizations (traditional and non-traditional) to ascertain the needs of the

graduates;

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

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

and add/drop procedures;

(i) providing assistance in student registration

recruitment of students;

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

(g) advising student organizations and activities;

(f) serving on system-wide committees;

above);

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

designed to further the mission of the college;

(d) participation in community service activities

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

surveys, studies;

(b) participation in special college projects,

accreditation reports;

(a) preparation of special reports such as

individuals they serve which, if met by the college, would induce those individuals to attend the college and/or would facilitate their success at the college; as approved by the college, developing traditional and/or non-traditional courses, programs and offerings to meet the identified needs of such individuals;

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

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

(1) additional office hours;

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

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

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

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

8.3.7. Duties of Counselors and Librarians.

All Counselors and Librarians shall:

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

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

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

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

8.3.9. Pay for Additional Teaching

All other substitute work e.g. excess of the semester load maximum without regard to Commencement, subsequent to the first two weeks of the semester without regard to semester load, may be assigned only after agreement with the individual teaching Faculty Member. Compensation for such substitute work shall commence with the first hour of assignment and shall be paid at the rate specified in Section 8.3.9, below.

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).

8.3.8. Substitute Pay

The responsibilities of Counselors and Librarians shall be assigned in accordance with the systemwide job description as approved by the Chancellor or developed by the President to meet the needs of the local campus subject to the approval of the Chancellor.

(h) serving on system-wide committees;

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

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

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

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

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

8.3.15. Health And Safety

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

8.3.14. Class Size

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

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

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

8.3.11. Maintenance and Minor Repair

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. Exemption Examinations

8.3.16. Save Harmless

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

8.3.17. Student Complaints

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

8.3.18. New Course Development

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

8.3.18.1 In the event a Faculty Member is assigned

to develop a new course or program pursuant to Section 8.3.6, such Faculty Member will provide the Administration with the following materials:

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

B. A laboratory syllabus which will contain a

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

C. A laboratory and classroom equipment list.

8.3.18.2 The Faculty Member will provide reason-

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

8.3.19. Course Privileges.

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

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:

9.2. INFORMATION TO APPLICANT UPON ACCEPTANCE OF POSITION

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.

9.1.1. 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. RELATIONSHIP OF INDIVIDUAL EMPLOYMENT CONTRACT TO COLLECTIVE BARGAINING AGREEMENT

INITIAL APPOINTMENT

ARTICLE IX.

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

8.3.21. Outside Employment

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

8.3.20. Travel Expenses and Reimbursements.

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

10.1. TYPES OF FILES FOR EACH FACULTY MEMBER

PERSONNEL RECORDS AND FILES

ARTICLE X.

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.

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.
c. Copies of available literature relating to applicable health and dental plans, insurance, retirement, and retirement annuity plans.

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.
a. A copy of the current collective bargaining agreement.

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

- 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.

- d. Information relating to the Faculty Member's academic and professional accomplishments, including but not limited to, when he/she was an applicant for employment;
- e. Other materials supplied by the Faculty Member to the original employment of the Faculty Member;
- f. Other materials requested by the college pertaining to the Faculty Member's application for employment;

10.2.2. Professional File:

- g. A copy of each notice of appointment issued to the Faculty Member;
- h. General fiscal data;
- i. Records of accrued longevity;
- j. Records of payments for insurance, retirement, and similar benefits;
- k. Sick leave reports;
- l. Records pertaining to leaves of absence, vacations, and personal leave days;
- m. Records pertaining to salary increments and change of status;

10.2.1. Personnel File:

10.2. CONTENTS OF FILES FOR EACH MEMBER

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

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

d. Upon ratification of this Agreement, no item shall be placed in or removed from the personnel or professional file of any Faculty Member

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.

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.

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.

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

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

i. All correspondence relating to employment other than letters of recommendation.

h. Signed, written statements relating to the quality of service of the Faculty Member;

g. Memoranda of discussions between the Faculty Member and supervisory and managerial personnel, including but not limited to Department Chairpersons, Deans, or Presidents;

f. Reports and documents related to the evaluation of the Faculty Member's performance;

e. Records generated by the college;

documents relating to professional training and experience and to professional growth, special competencies, academic, professional or other contributions to the Faculty Member's college, college system, community, academic discipline, and/or professional field; and any statement thereto, that said Faculty Member wishes to have entered in his/her file;

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).

10.4. DOCUMENTS REMOVED FROM PERSONNEL AND/OR PROFESSIONAL FILES

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

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.

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

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

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

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

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.

without a copy of such item being furnished to said Faculty Member.

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

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.

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

11.2.2. 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.

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

11.2. FACULTY RIGHTS RELATIVE TO EVALUATION

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.

c. The identity of those individuals who are responsible for conducting evaluations.

b. Procedural guidelines and forms; and

a. The standards under which bargaining unit members will be evaluated;

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

11.1. EVALUATION PROCESS

EVALUATION

ARTICLE XI.

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 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 "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.

12.1.2. Regular Appointment

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. 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.

12.1.1. Special Appointment

12.1. TYPES OF APPOINTMENT

APPOINTMENT AND REAPPOINTMENT

ARTICLE XII.

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.

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.

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

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 if such in the Board's discretion, be counted toward the six (6) year requirement. There shall be no express or implied right to the award of tenure.

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.

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. AWARD OF TENURE

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.

12.1.4. Terminal Appointment

or representative of the Board, nor any member of the Administration may expressly or by implication offer a tenured 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

12.3.2. Regular Appointment

Notice of nonreappointment is not required.

12.3.1. Special Appointment

12.3. NOTICE OF NONREAPPOINTMENT

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.

12.2.3 Current Non-tenured Faculty

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 Community 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.

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.

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.

- a. Incompetent or inadequate performance;
- b. Repeated neglect of the responsibilities of his/her position;
- c. Insubordination;

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

13.2. JUST CAUSE

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

13.1. DISCIPLINE OR DISMISSAL

DISCIPLINE AND DISMISSAL

ARTICLE XIII.

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.

EMPLOYMENT

12.5. NOTICE OF INTENT TO DISCONTINUE

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.

12.4. APPOINTMENT STATUS

Notice of nonreappointment is not required.

12.3.3. Terminal Appointment

The decision of the Board to not renew a non-tenured appointment shall be final.

- 14.2.1. The term "grievance" shall mean any claim or allegation by any aggrieved Faculty Member or group of Faculty Members or the Federation (each category of which shall hereinafter be referred to as the "grievant") that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement.
- 14.2.2. The term "party in interest" shall mean the person(s) making such claim or allegation, including their designated representatives, and any person(s) who, in order to resolve a grievance, might be required to take action or who might have action taken against him/them.
- 14.2.3. The terms "Federation," "Board," and "Employer," are defined as in Article 2.
- 14.2.4. The term "Dean" shall refer to Deans and Associate Deans.

14.2. DEFINITIONS

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.

14.1. PURPOSE

GRIEVANCE PROCEDURE

ARTICLE XIV.

13.3. DUE PROCESS

d. The use of fraud, collusion, or misrepresentation of a fact material to obtain employment with the college or material to promotion.

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.

- 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/her own choosing provided that:
 - a. The representative of the grievant or party in interest is not a representative, legal counsel, agent, or officer of any labor or collective bargaining organization other than the Federation.
 - b. The Federation shall receive from the Employer twenty-four (24) hours notice of such meeting to which the Federation shall have the right to be present and to State its view.
 - c. The Federation shall be notified in writing of:
 - (1) the filing of such grievance;

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.

- 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.

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

14.5. PROCESSING OF GRIEVANCES

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

14.4.4. 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.

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

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

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

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

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/her supervising Dean or with whomever the Employer has designated.

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

C. Any grievance arising from the act or omission of any official above the rank of dean shall be originally filed within the twenty-one (21) 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/her disposition of such grievance 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.

The Federation shall designate four representatives on the statewide Federation Grievance Committee to meet with the Chancellor or his/her

14.7.5. Step 4A.

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

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

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

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

14.7.4. Step 4. Chancellor

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

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

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

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

14.7.3. Step 3. President Or His/Her Designee

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

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

14.7.6.4. Expenses

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

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 Chancellor.

14.7.6.3. Submission to Arbitration

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

14.7.6.2. Selection of Arbitrator

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

14.7.6.1. Filing

14.7.6. Step 5. Arbitration

designee to discuss grievances pending at arbitration. Either side may request the services of a mediator from the State Board of Mediation and Arbitration.

16.1.1.1 1997-98. Effective September 12, 1997 ten-month teaching faculty shall receive an increase in annual salary of two percent (2%), plus the step increase provided in Section 16.3, below. Effective August 29, 1997 for twelve-month employees and September 12, 1997 for ten-month employees, all Counselors shall receive an increase in annual salary of two percent (2%) and a lump-sum payment equivalent to .75% of annual salary. Librarians shall receive an increase in annual salary of two and three-quarters percent (2.75%),

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

16.1 SALARIES

SALARY AND FRINGE BENEFITS

ARTICLE XVI.

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.

SEPARATION BECAUSE OF INCAPACITY

ARTICLE XV.

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

14.7.6.5. Authority of Arbitrator

notice to the college Administration for such release time. Unless otherwise agreed, arbitration hearings shall be conducted at the System Office.

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

16.1.1.4 2000-2001. Effective September 22, 2000 ten-month teaching faculty shall receive an increase in annual salary of three and one-half percent (3.50%), plus the step increase provided in Section 16.3, below. Effective September 8, 2000 for twelve-month employees and September 22, 2000 for ten-month employees, all Counselors and Librarians shall receive an increase in annual salary of four and one-quarter percent (4.25%), plus the step increase provided by Section 16.3, below.

16.1.1.3 1999-2000. Effective September 10, 1999 ten-month teaching faculty shall receive an increase in annual salary of two percent (2%), plus the step increase provided in Section 16.3, below. Effective August 27, 1999 for twelve-month employees and September 10, 1999 for ten-month employees, all Counselors shall receive an increase in annual salary of two percent (2%) and a lump-sum payment equivalent to .75% of annual salary. Librarians shall receive an increase in annual salary of two and three-quarter percent (2.75%), plus the step increase provided by Section 16.3, below. In addition, equity adjustments as provided in the Memorandum of Agreement dated December 22, 1999, are effective on September 10, 1999 for twelve-month and eleven-month employees and on September 24, 1999 for ten-month and nine-month employees.

16.1.1.2 1998-99. Effective September 11, 1998 ten-month teaching faculty shall receive an increase in annual salary of two percent (2%), plus the step increase provided in Section 16.3, below. Effective August 28, 1998 for twelve-month employees and September 11, 1998 for ten-month employees, all Counselors shall receive an increase in annual salary of two percent (2%) and a lump-sum payment equivalent to .75% of annual salary. Librarians shall receive an increase in annual salary of two and three-quarter percent (2.75%), plus the step increase provided by Section 16.3, below.

Per FTE faculty in the department below 17	\$108 per FTE	\$112 per FTE	\$114 per FTE	\$118 per FTE
	1997-98	1998-99	1999-2000	2000-01

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

\$2,243	\$2,709	\$2,820	\$2,919
1997-98	1998-99	1999-00	2000-01

16.4.1 The cash payment for Program Coordinators shall be as follows:

16.4 MISCELLANEOUS RATES OF PAY

Each year of this Agreement, members of the unit within the established salary structure employed on or prior to the preceding March 1 shall be eligible for consideration for step increases not to exceed the top step of the appropriate range. The effective dates for these step increases shall be the same as those set forth in Section 16.1.1, above. Employees at or above the maximum salary shall receive a lump-sum payment of one-thousand dollars (\$1,000) in lieu of the step increase. The October, 2000 Memorandum of Agreement shall not add any additional cost to this Agreement. They shall be paid for by delaying the payment of increments and general wage increases beyond the effective dates set forth above in Section 16.1.1.

16.3 STEP INCREASES

The salary schedules for 1997-98 through 2000-2001 shall be as set forth in Schedule B.

16.2 SALARY SCHEDULES

increase he/she receives plus the non-recurring lump sum payment he/she is paid shall equal the general wage increase he/she would have received if his/her salary had not been above the maximum salary for his/her rank or grade/level.

No money provided in 16.5, and in prior agreements where specifically identified shall lapse if not disbursed or expended during any fiscal year. This provision shall supercede any conflicting State statute or regulation.

16.5.6 \$15,857 for each year of this Agreement shall be allocated for the Minority Fellowship Program.

16.5.5 \$11,893 for each year of this Agreement shall be allocated for improving computer/information literacy.

16.5.4 \$39,642 for each year of this Agreement shall be allocated for professional development.

16.5.3 \$11,893 for each year of this Agreement shall be allocated for retaining.

16.5.2 \$7,928 for each year of this Agreement shall be allocated for sabbaticals.

16.5.1 There shall be allocated sixty seven hundredths of one percent (0.67%) of the total annual salaries of the bargaining unit for promotion, change in duties, grievance adjustments and equity adjustments.

16.5 OTHER ALLOCATIONS

Summer 1998	Summer 1999	Summer 2000	Summer 2001
\$231	\$236	\$241	\$249

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

FTE				
Per FTE faculty commencing with the 17 th FTE	\$274 per FTE	\$285 per FTE	\$291 per FTE	\$301 per FTE

16.10.2 Application period. The Administration of each

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

16.10.1 Professional Development Committees. Each

16.10 PROFESSIONAL DEVELOPMENT

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

16.9 RECLASSIFICATION

16.8.2 Upon application to the President and review by the Faculty Advisory Promotion Committee (FAPC), and in accordance with the procedures set forth in the contract, a Librarian or Counselor may receive an in-grade promotion not to exceed Two Thousand Five Hundred Dollars (\$2,500.00). Said promotion shall be added to the individual's base salary.

16.8.1 Upon promotion, the step placement at the new rank shall provide an increase of at least Two Thousand Five Hundred Dollars (\$2,500.00). Teaching Faculty Members who were on the Board's payroll on or before January 1, 1995, and who are promoted during the term of this Agreement, shall be placed no lower than the fifth step of the new rank.

16.8 PROMOTION

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

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

16.7 LONGEVITY

The increase in the Gross Payroll resulting from faculty workload harmonization, Equity Adjustment amounts and increases per 16.5.1, above, shall be equal to and the "roll-out" into the next fiscal year shall not exceed the cash value for that fiscal year.

16.6 INCREASE IN GROSS PAYROLL

Benefits shall be made available on a voluntary basis to eligible

17.2. INDIVIDUAL RETIREMENT ANNUITIES

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.

17.1. RETIREMENT

INSURANCE AND RETIREMENT PLANS

ARTICLE XVII.

16.10.5 Decisions hereunder are final

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

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

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

16.10.3 The following are appropriate for recommendation to the president for final approval:

college will provide timely notice of the application period and the process for consideration of applications.

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.

18.1.2. Conditions and Eligibility

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. SABBATICAL LEAVE

LEAVES

ARTICLE XVIII.

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

17.4 GROUP LIFE INSURANCE

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

17.3. GROUP HEALTH

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.

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

18.1.4. Procedure

Upon completion of such leave, the Faculty Member shall return to the same college at the salary and grade/rank he/she would have attained had he/she not taken such leave.

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.

18.1.3. Rights

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 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 18.1.1. All compensation while on sabbatical leave shall normally not exceed the regular compensation of the recipient plus the expenses attributable to the leave.

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);

contagious disease;

c. when presence at work will expose others to a

b. dental, medical, or eye examination or treatment for which arrangements cannot be made outside of work hours;

a. incapacitation for duty;

Faculty Member for the following reasons:

18.3.1.2. Earned sick leave shall be granted to a

calendar month of continuous full-time service. (10 month employees, 12.5 days per year/12 month employees, 15 days per year).

18.3.1.1. A full-time Faculty Member shall accrue

sick leave with pay at the rate of one and one-quarter days per each completed

18.3.1. Entitlement and Conditions

18.3. SICK LEAVE

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

18.2. LEAVE OF ABSENCE WITHOUT SALARY

shall be notified in writing of the recommendations at each level and the decision of the Board, which decision shall be final.

Upon the death of an employee who has completed ten years of State service, the Employer shall pay to the employee's estate one-fourth (1/4) of the

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

18.3.4. Compensation at Retirement

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.

18.3.3. Exhaustion of Sick Leave

- 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 certificate will be required;
- c. Leave of any duration when evidence indicates reasonable cause for requiring such a certificate.

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

18.3.2. Medical Certificates

- e. if critical illness or severe injury in the immediate family creates an emergency which requires the attendance or aid of the Faculty Member, when as much as three work days' leave with pay shall be granted;
- f. as necessary, not to exceed in the aggregate a total of three work days' leave per calendar year, to fulfill the obligation of traveling to, attending, and returning from funerals of persons other than members of the immediate family, if granted by the President.

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

18.6. JURY DUTY AND COURT APPEARANCES

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.

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

18.5. MILITARY 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.

18.4. PERSONAL LEAVE

Compensation for twelve-month employees equals (annual salary/261) times the number of days accrued (to a maximum of 240) times .25. Compensation for ten-month employees equals (annual salary/217) times number of days accrued (to a maximum of 240) times .25. deceased employee's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll, up to a maximum of an equivalent of sixty (60) days' pay.

18.7. CHILDBEARING, PARENTAL AND FAMILY LEAVE

18.7.1. Childbearing Leave

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

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

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

c. After all leave, including sick leave, vacation and personal leave is exhausted, the Faculty member shall be eligible for a Leave of Absence Without Salary, pursuant to Section 18.2, 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 of bargaining unit members shall be governed by the following:

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

b. For up to twelve (12) months from the beginning of maternity leave, part-time return to 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.

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.

18.8.1. Emergency College Closing

18.8. MISCELLANEOUS LEAVE PROVISIONS

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 Section 5-248a(e) of the Connecticut General Statutes shall continue for up to twenty-six (26) weeks during the pendency of such leave. If the employee desires any other insurance to be continued, the employee shall so notify the Employer and shall contribute 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.

18.7.3. Family Leave

- 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.

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:

18.7.2. Parental Leave

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

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. Leaves of Absence for Union Assignments

18.11. UNION LEAVE

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

18.10. BOARD APPEARANCE

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.

18.9.1. 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. PROFESSIONAL LEAVE

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

18.8.2. Leave Privileges for Transferred Staff Members

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 through Step 3;

b. Meeting with the Board/Administration or its representatives to discuss implementation of this 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.

18.12.4. Days shall be allocated by a joint committee of four (4) members, two designated by the Federation, two by the Employer. This Committee shall have full authority to grant benefits and administer the program in accordance with guidelines outlined above; in addition, the committee may by agreement provide for additional opportunities for contribution to the bank. Time

e. The bank is not depleted.

absence is on file.

d. An acceptable medical certificate supporting the

compensation and/or such benefit has been exhausted.

c. The illness or injury is not covered by workers'

leave, and any other compensatory time due.

b. Exhaustion of all sick leave, personal, or vacation

a. Membership in the bank.

bank, an employee must meet the following conditions:

18.12.3. To be eligible for allocation of sick days from the

allocated to employees with catastrophic or extended, long-term illness.

18.12.2. Days contributed to the bank shall thereafter be

bank.

System Office within fourteen (14) days of the closing date for inclusion in the

accrued sick leave to a sick leave bank. Application forms must be received in the

December 1 to December 31, employees may elect to contribute three (3) days from

18.12.1. Effective each year of the Agreement between

18.12. EMERGENCY SICK LEAVE BANK

combined total of fifteen (15) working days' leave with pay per year.

18.11.3.2. Such delegates shall be allowed a com-

and national conventions of the AFT and/or the AFL-CIO.

appropriate college President, Federation delegates shall be released to attend State

18.11.3.1. Upon twenty-one (21) days' notice to the

18.11.3. Attendance at Conventions

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

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.

19.1.1. 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. ENTITLEMENT

VACATIONS

ARTICLE XIX.

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.

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 Uniform Administrative Procedure Act.

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

off without loss of pay or benefits may be granted, as necessary, to members of the committee to attend meetings to administer this program.

20.1. Each year, all Faculty Members shall be granted time off with pay for twelve of the following Holidays.

HOLIDAYS

ARTICLE XX.

If, upon termination, a non-instructional bargaining unit member has taken more vacation days than would have been accrued at the rate specified in this Article, the non-instructional bargaining unit member shall repay the Board the value of vacation days taken in excess of the amount accrued. Should said member not voluntarily repay the Board, he/she 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.

19.3. ADJUSTMENTS UPON TERMINATION

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

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. CONDITIONS

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.

specifically authorized in writing, which authorization shall not be unreasonably withheld.